



SUDBURY SELECT BOARD
TUESDAY JUNE 14, 2022
6:00 PM, ZOOM

Item #	Time	Action	Item
	6:00 PM		CALL TO ORDER
EXECUTIVE SESSION			
1.		<i>VOTE</i>	Open in Regular Session, and immediately vote to enter into Executive Session pursuant to Exemption 3 (G.L. c. 30A, §21(a)(3)) for the purpose of discussing collective bargaining matters related to negotiation strategy (Sudbury Supervisory Association) wherein strategy discussion with respect to collective bargaining in open session may have a detrimental effect on the bargaining position of the public body.
2.		<i>VOTE</i>	Also to review executive session meeting minutes, pursuant to G.L. c. 30A, § 21(a)(7) “[t]o comply with, or act under the authority of, any general or special law or federal grant-in-aid requirements” (“Purpose 7”), citing to the Open Meeting Law, G.L. c. 30A, §§ 22(f), (g).
3.		<i>VOTE</i>	Vote to close Executive Session and resume Open Session.
	7:00 PM		Opening remarks by Chair
			Reports from Town Manager
			Reports from Select Board
			Citizen's comments on items not on agenda
PUBLIC HEARING			
4.	7:15 PM	<i>VOTE</i>	PUBLIC HEARING: Move that the Board, as cable television license Issuing Authority, vote as follows: To grant the subject Cable Television Renewal License with an effective date of June 14, 2022 to Verizon New England Inc. (“Verizon”). All terms and conditions contained in the Renewal License have been agreed to by Verizon. Verizon, by and through its authorized representative, will execute this Renewal License (Agreement) as set out on the Signature Page.
TIMED ITEMS			
5.	7:45 PM	<i>VOTE / SIGN</i>	Application of Sudbury Point Grill, Inc., d/b/a Sudbury Point Grill, 120 Boston Post Rd., Sudbury, Manager Alexandre Alvarenga, for a

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

Item #	Time	Action	Item
			Transfer of License for the Sale of All Alcoholic Beverages, under G. L. Ch. 138, s.12, from Sudbobcon, d/b/a Conrad's Restaurant, Manager Robert Conrad. The premises proposed to be licensed (i.e., 120 Boston Post Road) is described as: one floor with hall entrance, bar area, dining room, kitchen, 2 restrooms, function room and an outdoor deck, totaling 6000 sq. ft.
MISCELLANEOUS			
6.		<i>VOTE</i>	Ratify vote taken in Executive Session regarding Sudbury Supervisory Association Memorandum of Agreement.
7.		<i>VOTE</i>	Interview two candidates for appointment. Following interview, vote whether to appoint Marilyn Tromer, 26 Clark Lane, and Colin Warwick, 16 Maynard Farm Circle, to the Council on Aging (COA) both for terms ending 5/31/25.
8.		<i>VOTE</i>	Discussion and possible vote to approve Lincoln-Sudbury Regional High School Excess & Deficiency funds. In attendance will be Bella Wong, LSRHS Superintendent.
9.		<i>VOTE</i>	To vote whether or not the Town of Sudbury will adopt the International Holocaust Remembrance Alliance (IHRA) Working Definition of Antisemitism.
10.			Discussion regarding the Attorney General's Office resolution of the Open Meeting Law (OML) complaint of Jan. 10, 2022
11.		<i>VOTE</i>	ARPA feedback - responses to questions raised at 5/31 meeting.
12.			Construction project KPIs - bid status, construction start date
13.		<i>VOTE</i>	To discuss future steps regarding filling of Town Manager vacancy, including hiring of Interim Town Manager, if needed.
14.		<i>VOTE</i>	Vote to review and possibly approve the open session minutes of 3/22/22 and 5/10/22.
15.			Citizen's Comments (cont)
16.			Upcoming agenda items
CONSENT CALENDAR			
17.		<i>VOTE</i>	Vote whether to authorize the Town Manager to sign Inter-Municipal Agreement (IMA) Amendment FY23 for Regional Housing Service Office (RHSO).
18.		<i>VOTE</i>	Vote whether to approve the annual Select Board's re-appointments of those listed (all of which are subject to acceptance), to acknowledge the resignations of those who choose not to be re-appointed, and to send a letter of appreciation to the resigning volunteers for their service to the community.
19.		<i>VOTE</i>	Vote to accept the resignation of Katina Fontes, 19 Dorothy Road, from the Diversity, Equity and Inclusion Commission effective June 1, 2022, and send a letter of thanks for her service to the Town.

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Item #	Time	Action	Item
20.		<i>VOTE</i>	Vote to approve award of the FY23 contract by the Town Manager upon receipt of a favorable and acceptable bid for cleaning services for the Department of Public Works/Highway buildings and any subsequent renewal options, and for the 14-month period contract commencing July 1, 2022 through August 30, 2023 and any extensions relative thereto for the Fairbank building.
21.		<i>VOTE</i>	Vote to approve award of contract by the Town Manager for rubbish and recyclables removal and disposal services to the lowest eligible and responsible bidder as determined for FY23 and any successive periods at the option of the Town Manager.
22.		<i>VOTE / SIGN</i>	Vote to accept the Assignment of the Oechsle Conservation Restriction on two parcels on Old Sudbury Road (Parcels H11-0307 and H11-0306) totaling 388,867 +/- sq. feet, from Sudbury Valley Trustees to the Sudbury Conservation Commission, subject to Town Counsel review of the final Assignment document, with the requirement that SVT amend the CR to allow for public access.
23.		<i>VOTE</i>	Vote to approve contracts by the Town Manager related to all services and actions required in connection with the Goodman's Hill Road and Pratt's Mill Road projects as approved under the vote of Article 42 of the 2022 Annual Town Meeting for Townwide Drainage and Road Reconstruction.
24.		<i>VOTE</i>	Vote to approve for FY23 the annual or renewal DPW contracts awarded and previously approved for FY22 or to be awarded in FY23 on a Fiscal Year basis or Calendar Year basis by the Town Manager in accordance with procurement requirements and as reviewed by Town Counsel.
25.		<i>VOTE</i>	Vote to approve all contracts by the Town Manager related to all services and actions required in connection with the Old Framingham Road/Nobscot Road Walkway Extension Project as approved and funded under the vote of Article 46 of the 2022 Annual Town Meeting.
26.		<i>VOTE</i>	Vote to enter into contract with MassDOT for Winter Recovery Assistance Program (WRAP) funding. Funds to be used by June 30, 2023.

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SUDBURY SELECT BOARD

Tuesday, June 14, 2022

EXECUTIVE SESSION

1: Exec Session - collective bargaining

REQUESTOR SECTION

Date of request:

Requestor: 30 min

Formal Title: Open in Regular Session, and immediately vote to enter into Executive Session pursuant to Exemption 3 (G.L. c. 30A, §21(a)(3)) for the purpose of discussing collective bargaining matters related to negotiation strategy (Sudbury Supervisory Association) wherein strategy discussion with respect to collective bargaining in open session may have a detrimental effect on the bargaining position of the public body.

Recommendations/Suggested Motion/Vote: Open in Regular Session, and immediately vote to enter into Executive Session pursuant to Exemption 3 (G.L. c. 30A, §21(a)(3)) for the purpose of discussing collective bargaining matters related to negotiation strategy (Sudbury Supervisory Association) wherein strategy discussion with respect to collective bargaining in open session may have a detrimental effect on the bargaining position of the public body.

Background Information:

Financial impact expected:

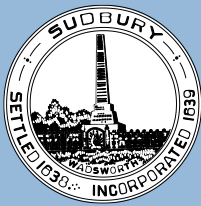
Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

Patty Golden	Pending
Henry L Hayes	Pending
Town Counsel	Pending
Select Board	Pending

06/14/2022 6:00 PM

**SUDBURY SELECT BOARD**

Tuesday, June 14, 2022

EXECUTIVE SESSION**2: Exec Session Minutes - Review/Approval****REQUESTOR SECTION**

Date of request:

Requested by: Patty Golden

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

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

Background Information:

Attached draft executive minutes of 4/5/22.

Financial impact expected:

Approximate agenda time requested: 30 minutes

Representative(s) expected to attend meeting:

Review:

Patty Golden	Pending
Henry L Hayes	Pending
Town Counsel	Pending
Select Board	Pending

06/14/2022 6:00 PM

**SUDBURY SELECT BOARD**

Tuesday, June 14, 2022

EXECUTIVE SESSION**3: Close Executive Session****REQUESTOR SECTION**

Date of request:

Requested by: Patty Golden

Formal Title: Vote to close Executive Session and resume Open Session.

Recommendations/Suggested Motion/Vote: Vote to close Executive Session and resume Open Session.

Background Information:

Financial impact expected:

Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

Patty Golden

Pending

Henry L Hayes

Pending

Town Counsel

Pending

Select Board

Pending

06/14/2022 6:00 PM

**SUDBURY SELECT BOARD**

Tuesday, June 14, 2022

PUBLIC HEARING**4: Public Hearing to renew Verizon license****REQUESTOR SECTION**

Date of request:

Requestor: Jeff Winston

Formal Title: PUBLIC HEARING: Move that the Board, as cable television license Issuing Authority, vote as follows: To grant the subject Cable Television Renewal License with an effective date of June 14, 2022 to Verizon New England Inc. ("Verizon"). All terms and conditions contained in the Renewal License have been agreed to by Verizon. Verizon, by and through its authorized representative, will execute this Renewal License (Agreement) as set out on the Signature Page.

Recommendations/Suggested Motion/Vote: PUBLIC HEARING: Move that the Board, as cable television license Issuing Authority, vote as follows: To grant the subject Cable Television Renewal License with an effective date of June 14, 2022 to Verizon New England Inc. ("Verizon"). All terms and conditions contained in the Renewal License have been agreed to by Verizon. Verizon, by and through its authorized representative, will execute this Renewal License (Agreement) as set out on the Signature Page.

Background Information:

attached public hearing notice sent to the Town Crier for publication on 9/17/20 and 9/24/20.
Also attached signed contract from 2009.

THIS NEEDS TO BE UPDATED TO CURRENT VERIZON HEARING 2022

Financial impact expected:

Approximate agenda time requested: 30 minutes

Representative(s) expected to attend meeting:

Review:

Patty Golden	Pending
Henry L Hayes	Pending
Town Counsel	Pending
Jennifer Roberts	Pending
Select Board	Pending

06/14/2022 6:00 PM

**TOWN OF SUDBURY
SELECT BOARD
NOTICE OF PUBLIC HEARING
REGARDING
THE RENEWAL OF CABLE TELEVISION LICENSE
OF
VERIZON NEW ENGLAND, INC.**

Tuesday, June 14, 2022, 7:15 P.M.

<https://us02web.zoom.us/j/360217080>

Pursuant to 47 USC sec. 546(h) and 207 CMR sec. 3.05, the Select Board of the Town of Sudbury, as the Cable Television License Issuing Authority for the Town, will hold a public hearing via the Zoom meeting platform **<https://us02web.zoom.us/j/360217080>** on Tuesday, June 14, 2022 at 7:15 P.M. on the topic of whether to issue a Cable Television Renewal License to Verizon New England, Inc.

The purpose of the hearing is to assist the Issuing Authority in determining the community's future cable-related needs, and whether the licensee Verizon is in compliance with its currently-existing license.

Any applications, reports, responses, statements and/or amendments (including a copy of a Proposed Renewal License, if completed prior to this public hearing) in the possession of the Select Board /Town and to be considered at the hearing shall be available for public inspection, downloading and/or printing at the following website/link: www.sudbury.ma.us. All members of the public are invited to attend and be heard.

**SELECT BOARD
TOWN OF SUDBURY**

May 23, 2022

6/8/2022

Hi – As of Tuesday June 7th, Verizon's representative (Paul Trane, outside counsel), Bill Solomon (our attorney), and I have reached agreement on a proposed renewal license for the Verizon franchise, and Bill and I will be meeting with you on June 14th to answer questions, participate in the required Public Hearing, and subsequently recommend you vote to accept the license. Bill and I both believe the new license represents the best deal Sudbury could expect. It maintains all significant facets of our existing license, and provides new benefits, including:

- Increased funding for PEG (Public/Educational/Governmental) access TV. This includes
 - Raising the cash payment from 4.25% to 5% of cable-TV-related revenue (5% is the maximum permitted by the state).
 - \$125,000 in capital payments.
- A third (standard definition) local access channel
- A high-definition local access channel

The one exception is license term. Unlike the 10-year renewal terms we are accustomed to with COMCAST, Verizon renews for only 5 years at a time. Thus, Bill and I will be back in 4.5 years to work on the next Verizon license. 😊

The proposed final version of the License is attached. Please don't hesitate to contact me (even over the weekend) if you have any questions.

I look forward to meeting with you Tuesday.

Jeff Winston cableadvisor@sudbury.ma.us 978-443-2589

Attachment4.b: toSelmen (5225 : Public Hearing to renew Verizon license)

**CABLE TELEVISION
RENEWAL LICENSE**

**GRANTED TO
VERIZON NEW ENGLAND INC.**

**SELECT BOARD
TOWN OF SUDBURY,
MASSACHUSETTS**

June 14, 2022

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EXHIBITS

EXHIBIT A – PUBLIC BUILDINGS TO BE PROVIDED CABLE SERVICE
(Subject to Section 3.4)

EXHIBIT B – FORM OF PERFORMANCE BOND

THIS CABLE RENEWAL LICENSE AGREEMENT (this “License”) is entered into by and between the Select Board of the Town of Sudbury (the “Town”), as Issuing Authority for the grant of cable television license(s) pursuant to M.G.L. Chapter 166A, and Verizon New England Inc., a corporation duly organized under the applicable laws of the State of New York (the “Licensee”).

WHEREAS, the Issuing Authority is a “franchising authority” in accordance with Title VI (as hereinafter defined) (see 47 U.S.C. § 522(10)) and is authorized to grant one or more nonexclusive cable licenses pursuant to the Massachusetts Cable Law;

WHEREAS, the Issuing Authority granted to Licensee effective as of February 13, 2007, a nonexclusive Final License to install, maintain, extend, and operate a Cable System in the Town for a term of fifteen (15) years (the “Final License”);

WHEREAS, the Licensee has operated a Cable System in accordance with the Final License as of the effective date on its existing Telecommunications Facilities consisting of a Fiber to the Premises Telecommunications Network (“FTTP Network”) in the Town which also transmits Non-Cable Services pursuant to authority granted by M.G.L. c. 166 and Title II, which Non-Cable Services are not subject to the Massachusetts Cable Law or Title VI;

WHEREAS, pursuant to and in accordance with applicable federal and State law, the Issuing Authority undertook a process to determine whether it should renew the Final License and the terms for such a renewal;

WHEREAS, the Issuing Authority has examined the past performance of Licensee and has determined that Licensee is and has been in material compliance with the Final License and applicable law;

WHEREAS, pursuant to and in accordance with applicable federal and State law, the Licensee submitted to the Issuing Authority a proposal to renew the Final License to operate a Cable System in the Town; and

WHEREAS, following good faith negotiations between the parties, the Issuing Authority and Licensee have agreed on the terms for a renewal License under which Licensee will continue to operate its Cable System in the Town.

NOW, THEREFORE, in consideration of the Issuing Authority’s grant of a renewal License to Licensee, Licensee’s promise to continue providing Cable Service to residents of the Town pursuant to the terms and conditions set forth herein, and for other good and valuable consideration, the receipt and the adequacy of which are hereby acknowledged,

THE SIGNATORIES DO HEREBY AGREE AS FOLLOWS:

1. DEFINITIONS

Except as otherwise provided herein, the definitions and word usages set forth in the Communications Act are incorporated herein and shall apply in this License. For the purpose of

this License, the following words, terms, phrases and their derivations shall have the meanings given herein, unless the context clearly requires a different meaning in which case such other meaning shall apply. When not inconsistent with the context, the masculine pronoun includes the feminine pronoun, words used in the present tense include the future tense, words in the plural number include the singular number and words in the singular number include the plural number. The word shall is always mandatory and not merely directory. In addition, the following definitions shall apply:

1.1. *Access Channel*: A video Channel which the Licensee shall make available to the Town of Sudbury and/or its PEG Access Designee without charge for non-commercial public, educational, or governmental use for the transmission of non-commercial Video Programming as directed by the Issuing Authority or its PEG Access Designee and in accordance with the terms of this License.

1.2. *Affiliate*: Any Person who, directly or indirectly, owns or controls, is owned or controlled by, or is under common ownership or control with, the Licensee.

1.3. *Basic Service Tier*: Any service tier which includes the retransmission of local television broadcast signals as well as the PEG Access Channels required by this License.

1.4. *Cable Division*: The Cable Television Division of the Massachusetts Department of Telecommunications and Cable.

1.5. *Cable Service* or *Cable Services*: Shall be defined herein as it is defined under Section 602(6) of the Communications Act, 47 U.S.C. § 522(6).

1.6. *Cable System* or *System*: Shall be defined herein as it is defined under Section 602(7) of the Communications Act, 47 U.S.C. § 522(7).

1.7. *Channel*: Shall be defined herein as it is defined under Section 602(4) of the Communications Act, 47 U.S.C. § 522(4).

1.8. *CMR*: The Code of Massachusetts Regulations.

1.9. *Communications Act*: The Communications Act of 1934, as amended.

1.10. *Educational Access Channel*: An Access Channel provided to the Town pursuant to the terms and conditions of this License and available for the non-commercial use of the local public schools in the Town and/or of its PEG Access Designee.

1.11. *Effective Date*: The Effective Date of this License, being June 14, 2022.

1.12. *FCC*: The United States Federal Communications Commission, or successor governmental entity thereto.

1.13. *Force Majeure*: Acts of God; acts of public enemies; orders of any kind of the government of the United States of America or of the State or any of their departments, agencies, political subdivisions, or officials, or any civil or military authority; insurrections; riots;

epidemics; landslides; lightening; earthquakes; fires; hurricanes; volcanic activity; storms; floods; washouts; droughts; civil disturbances; explosions; strikes, labor disturbances or lockouts; unavailability of essential equipment, services and/or materials and/or other matters beyond the control of the Issuing Authority, the Town or the Licensee, and unreasonable work delays.

1.14. *Franchise Fee*: Shall have the meaning as set forth in Section 622 (g) of the Communications Act (47 U.S.C. §542(g)).

1.15. *FTTP Network*: Shall have the meaning set forth in the recitals of this License.

1.16. *Government Access Channel*: An Access Channel made available by the Licensee to the Town pursuant to the terms and conditions of this License for the use of the Issuing Authority and/or its PEG Access Designee Access Corporation to present non-commercial governmental programming to present non-commercial governmental programming.

1.17. *Gross Revenues*: All revenue, determined in accordance with United States Generally Accepted Accounting Principles (“GAAP”), which is derived by Licensee and/or its Affiliates from the operation of the Cable System to provide Cable Service in the Town, including, without limitation, the following items: fees, charges and payments collected from Subscribers for Cable Services; installation, reconnection, change-in-service (upgrades, downgrades, etc.) and similar charges; revenues received from rentals or sales to Subscribers of converters, remote controls and other Subscriber equipment used to provide Cable Service over the Cable System; fees from third parties for leased access programming; revenues that the Licensee receives from home shopping channels for the use of the Cable System to sell merchandise as prorated to include such revenue attributable to the Cable System in the Town based on the number of Subscribers; advertising revenues as prorated to include such revenue attributable to the Cable System in the Town based on the number of Subscribers; and all fees imposed on the Licensee by this License and applicable law that are passed through and paid by Subscribers (including the License Fee (Section 6.1), the PEG Access Support (Section 5.4), and the PEG Grant (Section 5.3)) as long as the Issuing Authority provides evidence that the PEG Grant of the other cable provider(s) in the Town is included in their respective gross revenue. Gross Revenue shall include revenue of an Affiliate only to the extent that such Affiliate revenue relates to the provision of Cable Services over the Cable System in the Town, and not the revenues of any such Affiliate that are not related thereto. In no event shall revenue of an Affiliate be Gross Revenue to the Licensee if such revenue is otherwise subject to Franchise Fees and paid to the Issuing Authority. If Cable Services are provided to Subscribers in conjunction with Non-Cable Services, nothing herein shall prevent the Licensee from allocating a greater amount of the combined revenue to Cable Services than is otherwise provided pursuant to GAAP.

Provided, however, that Gross Revenue shall not include:

1.17.1. Revenues received by any Affiliate or other Person in exchange for supplying goods or services used by Licensee to provide Cable Service over the Cable System, except to the extent that such revenues are derived from the operation of the Cable System to provide Cable Service in the Town;

1.17.2. Bad debts written off by Licensee in the normal course of its business, provided, however, that bad debt recoveries shall be included in Gross Revenue during the period collected;

1.17.3. Refunds, rebates or discounts made to Subscribers;

1.17.4. Any revenues classified as Non-Cable Services revenue under federal or State law including, without limitation, revenue received from Telecommunications Services; or revenue received from Information Services, including, without limitation, Internet Access Service, electronic mail service, electronic bulletin board service, or similar online computer services;

1.17.5. Any revenue of the Licensee or any other Person which is received directly from the sale of merchandise through any Cable Service distributed over the Cable System, notwithstanding that portion of such revenue which represents or can be attributed to a Subscriber fee or a payment for the use of the Cable System for the sale of such merchandise, which portion shall be included in Gross Revenue;

1.17.6. Revenues from the sale of Cable Services on the Cable System to a reseller, when the reseller is required by law to pay (and does pay) Franchise Fees and other cable license fees to the Town on the resale of the Cable Services. Nothing under this Section is intended to limit the rights of the Town pursuant to Section 622(h) of the Communications Act (47 U.S.C. § 542(h));

1.17.7. Any tax of general applicability imposed by a town, State, federal or any other governmental entity and required to be collected from Subscribers by Licensee and remitted to the taxing entity (including, but not limited to, sales/use taxes);

1.17.8. Any revenue foregone as a result of the Licensee's provision of free or reduced cost Cable Services as required by this License to any Person, including without limitation, employees of Licensee and public institutions or other institutions as required or permitted herein and to other customers which are exempt, as required or allowed by the Town; provided, however, that such foregone revenue which Licensee chooses not to receive in exchange for trades, barter, services or other items of value shall be included in Gross Revenue;

1.17.9. Revenues from the sales of capital assets or sales of surplus equipment;

1.17.10. Program launch fees; and

1.17.11. Directory or Internet advertising revenue including, but not limited to, yellow page, white page, banner advertisement and electronic publishing.

1.18. *High-Definition (HD) PEG Access Channel:* A PEG Access Channel in the high definition display format for digital television transmissions with video transmitted in a 16:9 aspect ratio with a resolution of 720p or 1080i.

1.19. *Information Services*: Shall be defined herein as it is defined under Section 3 of the Communications Act, 47 U.S.C. § 153(24).

1.20. *Internet Access Service*: Dial-up or broadband access service that enables access the Internet.

1.21. *Issuing Authority*: The Select Board of the Town of Sudbury, Massachusetts.

1.22. *License Fee*: The payments to be made by the Licensee to the Town, which shall have the meaning as set forth in Section 9 of the Massachusetts Cable Law.

1.23. *Licensee*: Verizon New England Inc., and its lawful and permitted successors, assigns and transferees.

1.24. *Massachusetts Cable Law*: Chapter 166A of the General Laws of the Commonwealth of Massachusetts.

1.25. *Non-Cable Services*: Any service that does not constitute Cable Service(s), including, but not limited to, Information Services and Telecommunications Services.

1.26. *Normal Business Hours*: Those hours during which Licensee's retail locations in the community are open to serve customers and absent such a retail location, then those hours most similar businesses in the community are open to serve customers. In all cases, "normal business hours" must include some evening hours at least one night per week and/or some weekend hours.

1.27. *PEG*: Public, educational, and governmental.

1.28. *PEG Access Channel*: An Access Channel that the Licensee makes available to the Town for non-commercial use pursuant to the terms and conditions of this License, and managed by the Issuing Authority and/or its PEG Access Designee.

1.29. *PEG Access Designee*: Any entity designated in writing by the Issuing Authority for the purpose of owning and/or operating the equipment and facilities used in the production and/or broadcast of PEG Access Channel programming for the Issuing Authority, including but not limited to any access corporation.

1.30. *Person*: An individual, partnership, association, joint stock company, trust, corporation, other business entity, or governmental entity.

1.31. *Public Access Channel*: An Access Channel made available to the Town pursuant to the terms and conditions of this License for the non-commercial use by the residents in the Town and managed by the Issuing Authority and/or PEG Access Designee.

1.32. *Public Rights-of-Way*: The surface and the area across, in, over, along, upon and below the surface of the public streets, roads, bridges, sidewalks, lanes, courts, ways, alleys, and boulevards, including, public utility easements and public lands and waterways used as Public

Rights-of-Way, as the same now or may thereafter exist, which are under the jurisdiction or control of the Town.

1.33. *Service Area*: The entire existing territorial limits of the Town.

1.34. *Standard (SD) PEG Access Channel*: A PEG Access Channel in the standard definition display format for digital television transmissions with video transmitted in a 4:3 aspect ratio with a resolution of 480i.

1.35. *State*: The Commonwealth of Massachusetts.

1.36. *Subscriber*: Any Person who lawfully receives Cable Service in the Town.

1.37. *Telecommunications Facilities*: The Licensee's existing Telecommunications Services and Information Services facilities, including the FTTP Network.

1.38. *Telecommunications Services*: Shall be defined herein as it is defined under Section 3 of the Communications Act, 47 U.S.C. § 153(53).

1.39. *Title II*: Title II of the Communications Act, Common Carriers.

1.40. *Title VI*: Title VI of the Communications Act, Cable Communications.

1.41. *Town*: The Town of Sudbury, Massachusetts.

1.42. *Transfer*: Any transaction in which:

1.42.1. an ownership or other interest in Licensee is transferred or assigned, directly or indirectly, from one Person or group of Persons to another Person or group of Persons, so that control of Licensee is transferred; or

1.42.2. the rights held by Licensee under the License are transferred or assigned to another Person or group of Persons.

1.43. *Video Programming or Programming*: Shall be defined herein as it is defined under Section 602(20) of the Communications Act, 47 U.S.C. § 522(20).

1.44. *Video Service Provider or VSP*: Any entity using the Public Rights-of-Way to provide Video Programming services to multiple subscribers within the territorial boundaries of the Town, regardless of the transmission method, facilities or technologies used.

2. GRANT OF LICENSE AUTHORITY

2.1. *Grant of Authority*: Subject to the terms and conditions of this License and the Massachusetts Cable Law, the Issuing Authority hereby grants the Licensee the right to operate and maintain a Cable System along the Public Rights-of-Way within the Town, for the purpose of providing Cable Service. Reference herein to "Public Rights-of-Way" shall not be construed to be a representation or guarantee by the Town that its property rights are sufficient to permit its use for any purpose, or that the Licensee shall gain or be permitted to exercise any rights to use property in the

Town of Sudbury Renewal License to Verizon New England Inc. – June 14, 2022

Town greater than those already possessed by the Town or which is inconsistent with the purposes for which it was taken, purchased and/or dedicated. This License grants no authority for the Licensee to use the Public Rights-of-Way within the Town for any other purpose unless otherwise provided herein. However, nothing in this License shall be construed to prohibit the Licensee from offering any service over the Cable System that is not prohibited by federal or State law provided that any requirements for Town authorization or permitting not inconsistent with federal and State law are satisfied. The Licensee's FTTP Network in the Public Rights-of-Way, which the Licensee has upgraded under its Title II authority, is subject to M.G.L. c. 166. The Licensee shall adhere to all applicable Town bylaws and lawful regulations of the Town regarding rights-of-way and public works matters, including rights-of-way management requirements with regard to public safety and other legitimate municipal concerns. Nothing in this Section 2.1 shall be deemed to prohibit the right of the Licensee to challenge the legality of such a Town bylaw or regulation. No privilege or power of eminent domain is bestowed by this grant; nor is such a privilege or power bestowed by this License.

2.2. *Issuing Authority Does Not Regulate Telecommunications:* The parties recognize that the Licensee's FTTP Network is constructed, operated and maintained as an upgrade to and/or extension of its existing Telecommunications Facilities for the provision of Non-Cable Services. The jurisdiction of the Town over such Telecommunications Facilities is restricted by federal and State law, and the Town does not assert jurisdiction over the Licensee's FTTP Network in contravention of those limitations. Therefore, the Issuing Authority's regulatory authority under Title VI is not applicable to the construction, installation, maintenance or operation of the FTTP Network to the extent the FTTP Network is constructed, installed, maintained and operated for the purpose of upgrading and/or extending Verizon's existing Telecommunications Facilities for the provision of Non-Cable Services.

2.3. *Term:* This License shall become effective on June 14, 2022 (the "Effective Date"). The term of this License shall be five (5) years from the Effective Date unless the License is earlier revoked or terminated as provided herein.

2.4. *Termination Generally:* Notwithstanding any provision herein to the contrary, Licensee may terminate this License upon one hundred and eighty (180) days' written notice to the Issuing Authority. Licensee shall not provide the notice of termination sooner than the beginning of the 31st month following the Effective Date.

2.5. *Modification/Termination Based on VSP Requirements:*

2.5.1. If the Issuing Authority enters into any cable franchise, cable license or similar agreement with a VSP to provide Video Programming services to residential subscribers in the Town with terms or conditions materially less burdensome than those imposed by this License, Licensee and the Issuing Authority shall, within sixty (60) days of the Issuing Authority's receipt of Licensee's written notice thereof, commence negotiations to modify this License to provide that this License is not on terms or conditions materially more burdensome than the terms in any such cable franchise, cable license or similar agreement. Any modification of the License pursuant to the terms of this Section shall not trigger the requirements of 207 CMR 3.07. The PEG Access Support, as provided in Section 5.4, will not be subject to modification under this Section 2.5.1 or 2.5.2.

2.5.2. Licensee's notice pursuant to Section 2.5.1 shall specify the cable franchise, cable license or similar agreement and the materially less burdensome terms or conditions as set out in Section 2.5.1 above. Licensee shall respond to reasonable information requests from the Town, as may be necessary to review the same.

2.5.3. In the event the parties do not, subject to the criteria above, reach mutually acceptable agreement on a modification as set out above, Licensee shall in its sole discretion, have the option of exercising any of the following actions:

a. commencing License renewal proceedings in accordance with 47 U.S.C. § 546 with the License term being accelerated, thus being deemed to expire thirty-six (36) months from the date of Licensee's written notice to seek relief hereunder;

b. terminating the License in no less than thirty-six (36) months from written notice to the Issuing Authority;

c. if agreed by both parties, submitting the matter to commercial arbitration by a mutually-selected arbitrator in accordance with the rules of the American Arbitration Association; or

d. if agreed to by both parties, submitting the matter to mediation by a mutually-acceptable mediator.

2.5.4. Modification of the PEG Access Support under this License shall, as applicable, be in accordance with the terms and conditions set forth in Section 5.4 hereunder. As stated above, PEG Access Support is not subject to modification under Section 2.5.1.

2.6. *Grant Not Exclusive:* This License and the rights granted herein to use and occupy the Public Rights-of-Way to provide Cable Services shall not be exclusive, and the Issuing Authority reserves the right to grant other licenses for similar uses or for other uses of the Public Rights-of-Way, or any portions thereof, to any Person, or to make any such use itself, at any time during the term of this License. Any such rights shall not be in conflict with the authority as granted by this License. Disputes between the Licensee and other parties regarding use of Public Rights-of-Way shall be resolved in accordance with applicable law.

2.7. *License Subject to Federal and State Law/Preemption:* This License is subject to and shall be governed by all applicable provisions of federal and State law and regulations as they may be amended, including but not limited to the Communications Act and the Massachusetts Cable Law. In the event that federal or State law, rules, or regulations preempt a provision or limit the enforceability of a provision of this License, the provision shall be read to be preempted to the extent, and for the time, but only to the extent and for the time, required by law. In the event such federal or State law, rule or regulation is subsequently repealed, rescinded, amended or otherwise changed so that the provision hereof that had been preempted is no longer preempted, such provision shall return to full force and effect, and shall thereafter be binding on the parties hereto, without the requirement of further action on the part of the parties hereto.

2.8. *No Waiver:*

2.8.1. The failure of the Issuing Authority on one or more occasions to exercise a right or to require compliance or performance under this License, the Massachusetts Cable Law or any other applicable law, bylaw or lawful regulation shall not be deemed to constitute a waiver of such right or a waiver of compliance or performance by the Issuing Authority, nor to excuse Licensee from complying or performing, unless such right or such compliance or performance has been specifically waived in writing by the Issuing Authority.

2.8.2. The failure of the Licensee on one or more occasions to exercise a right under this License or applicable law, or to require performance under this License, shall not be deemed to constitute a waiver of such right or of performance of this License, nor shall it excuse the Issuing Authority from performance, unless such right or performance has been specifically waived in writing by the Licensee.

2.9. *Construction of License:*

2.9.1. The provisions of this License shall be liberally construed to effectuate their objectives.

2.9.2. Nothing herein shall be construed to limit the scope or applicability of Section 625 of the Communications Act, 47 U.S.C. § 545.

2.9.3. Should any change to local bylaws, rules or regulations cause the Licensee's provision of Cable Services in the Town to be commercially impracticable, then the parties shall modify this License to the mutual satisfaction of both parties to ameliorate such commercial impracticability. If the parties cannot reach agreement on the above-referenced modification to this License, then, at the Licensee's option the parties shall submit the matter to binding arbitration.

2.10. *Police Powers:* Nothing in this License shall be construed to prohibit the reasonable, necessary and lawful exercise of the Town's police powers. However, if the reasonable, necessary and lawful exercise of the Town's police powers causes the Licensee's provision of Cable Services in the Town to be commercially impracticable, then the parties shall modify this License to the mutual satisfaction of both parties to ameliorate such commercial impracticability. If the parties cannot reach agreement on the above-referenced modification to this License, then, at the Licensee's option, the parties shall submit the matter to binding arbitration.

2.11. *Compliance with Federal and State Privacy Laws:* Licensee shall comply with the privacy provisions of Section 631 of the Communications Act and all other applicable federal and State privacy laws and regulations. The parties agree that, during the term hereof, Licensee shall not be subject to any local laws or bylaws which conflict with such applicable federal and/or State privacy laws, or which would impose additional or distinct requirements upon Licensee with respect to Subscriber privacy other than those which are expressly set forth in applicable federal and/or State privacy laws.

3. PROVISION OF CABLE SERVICE

3.1. *Service Area:* Subject to the issuance of all necessary permits by the Town, the Licensee shall continue to offer Cable Service to all residential households in the Service Area, except: (A) for periods of Force Majeure; (B) for periods of delay caused by the Town; (C) for periods of delay resulting from Licensee's inability to obtain authority to access rights-of-way in the Town; (D) in developments or buildings that are subject to claimed exclusive arrangements with other cable providers; (E) in developments, buildings or other residential dwelling units that Licensee cannot obtain permission to access under reasonable terms and conditions after good faith negotiation, as determined in good faith by Licensee; and (F) in developments, buildings or other residential dwelling units where the Licensee is unable to provide Cable Service for technical reasons or which require non-standard facilities which are not available on a commercially reasonable basis or where the Licensee determines, in good faith, that providing such service is not commercially reasonable.

3.2. *Availability of Cable Service and Standard Drops:* Licensee shall make Cable Service available to all residential dwelling units within the Town in conformance with Section 3.1 and Licensee shall not discriminate between or among any individuals in the availability of Cable Service. In the areas in which Licensee provides Cable Service, the Licensee shall be required to connect, at Licensee's expense other than a standard installation charge, all residential dwelling units that are within one hundred fifty (150) feet of trunk or feeder lines not otherwise already served by Licensee's FTTP Network. Where a residential Subscriber connection exceeds such lengths, the Licensee shall be allowed to recover from such Subscriber the actual cost of connection attributable to the distance in excess of the length above.

3.3. *Availability of Cable Service to Businesses:* The Licensee may make Cable Service available to businesses. The Licensee may recover the actual cost incurred to connect any business to the Cable System for the provision of Cable Service.

3.4. *Cable Service to Public Buildings:* In accordance with applicable provisions of the FCC's 2019 Third Report and Order In the Matter of Implementation of Section 621 of the Cable Act (the "621 Order"), within a reasonable period of time following the Effective Date, the Licensee shall provide written notice to the Issuing Authority regarding the process by which the Licensee shall implement the 621 Order's requirements regarding the provision of free or discounted Cable Service to public buildings under a cable license. If there is a final determination or ruling of any agency or court having jurisdiction, after exhaustion of all appeals related thereto, reversing the 621 Order such that the provision of free or discounted Cable Service to public buildings pursuant to a cable franchise should no longer be included in the calculation of franchise fees subject to the five percent (5%) statutory cap under the Communications Act, then, subject to Section 3.1, if requested in writing by the Issuing Authority within sixty (60) days following such ruling, Licensee shall provide one Cable Service drop, outlet and monthly Basic Service along its activated Cable System route in the Town, as required by M.G.L. Chapter 166A, Section 5(e) at no cost to public schools, police and fire stations, public libraries and other public buildings designated in writing by the Issuing Authority. All such written designations shall include the street address of each building. The current designation of such buildings and their addresses is set forth in **Exhibit A**. The Licensee shall coordinate the location of each outlet with representatives for each of the buildings receiving service pursuant to this Section 3.4. The parties

hereto agree that the exercise of any conditional obligations set forth in this Section 3.4 shall not constitute a modification or amendment of the License within the meaning of 207 CMR 3.07.

4. SYSTEM FACILITIES

4.1. *System Characteristics:* Licensee's Cable System shall meet or exceed the following requirements and/or have at least the following characteristics:

4.1.1. The Cable System shall be operated with an initial digital passband of 50-860 MHz.

4.1.2. The Cable System shall be operated to be an active two-way plant for subscriber interaction, if any, required for the selection or use of Cable Service.

4.1.3. The Cable System shall comply with applicable FCC technical standards, as such standards may be amended from time to time.

4.1.4. The Cable System shall conform in all material respects to the following standards to the extent applicable: Occupational Safety and Health Administration regulations, the National Electrical Code, and the National Electrical Safety Code, the Massachusetts Electrical Code, and the rules and regulations of the FCC.

4.2. *Emergency Alert System:* Licensee shall comply with the Emergency Alert System ("EAS") requirements of the FCC and applicable State and local EAS Plans in order that emergency messages may be distributed over the Cable System.

4.3. *Parental Control Capability:* The Licensee shall comply with all applicable requirements of federal law(s) governing Subscribers' capability to control the reception of any channels being received on their television sets.

5. PEG ACCESS SERVICES AND SUPPORT

5.1. *PEG Access Channels:*

5.1.1. The Licensee shall continue to make available to the Issuing Authority and/or the PEG Access Designee, as designated in writing by the Issuing Authority, two (2) SD PEG Access Channels on its Basic Service Tier and shall make available to the Issuing Authority and/or the PEG Access Designee, as designated in writing by the Issuing Authority, a third (3rd) SD PEG Access Channel, within one hundred twenty (120) days of a written request for such PEG Access Channel by the Issuing Authority. In accordance with Section 5.1.2 below, the Issuing Authority may also request one (1) HD PEG Access Channel for a total of four (4) PEG Access Channels.

5.1.2. In addition to the three (3) SD PEG Access Channels referenced above, the Licensee shall make one (1) HD PEG Access Channel available to the Issuing Authority and/or the PEG Access Designee, as designated in writing by the Issuing Authority, as follows: Starting on the Effective Date of this Renewal License, the Issuing Authority may make a written request for such an HD PEG Access Channel to the Licensee. Upon receipt of the

Issuing Authority's written request, the Licensee shall make such an HD PEG Access Channel available to the Issuing Authority or the PEG Access Designee within two hundred and seventy (270) days of the Licensee's receipt of such written notice from the Issuing Authority. The Issuing Authority shall include in its written notice a statement of whether the programming on such HD PEG Access Channel shall either be a simulcast of existing SD PEG Access Channel programming or distinct programming. The Issuing Authority or the PEG Access Designee may subsequently change the programming on the HD PEG Access Channel from an SD PEG Access Channel simulcast in HD to distinct programming, or from distinct programming to an HD simulcast of an existing SD PEG Access Channel, upon one hundred eighty (180) days prior written notice from the Issuing Authority to the Licensee which change shall not occur more than once during the License term. To the extent permitted by law, the Licensee shall be allowed to recover from Subscribers applicable costs incurred to transmit HD PEG Access Channel programming of any type.

5.1.3. All programming content for the HD PEG Access Channel shall be transmitted to Licensee in HD-SDI format consistent with definition of "High Definition" in Section 1.18 above. Licensee reserves the right to reassign channel number and location for any or all of the PEG Access Channels at any time during the term. The Licensee shall provide the Issuing Authority with a minimum thirty (30) days written notice of a PEG Access Channel reassignment. The Issuing Authority expressly acknowledges that an HD PEG Access Channel may not be available at all times during the term of this License on Licensee's Basic Service Tier and that in order to view the HD PEG Access Channel, a Subscriber may be required to upgrade equipment at an additional charge.

5.1.4. The Licensee may carry PEG Access Programming within and outside the Town's jurisdictional boundaries, provided that PEG Access Programming from outside the Town, if carried in the Town, shall not be cablecast on any of the PEG Access Channels made available to the Issuing Authority and/or the PEG Access Designee pursuant to Section 5.1.1 above. If a PEG Access Channel provided under this Article is not being utilized by the Town or its PEG Access Designee for a period of one hundred twenty (120) days, Licensee may utilize such PEG Access Channel, in its sole discretion, until such time as the Town elects to utilize the PEG Channel for its intended purpose. In the event that the Town determines to use such PEG capacity, the Town shall provide Licensee with one hundred twenty (120) days' prior written notice.

5.2. *PEG Interconnection and Cablecasting:*

5.2.1. The Licensee shall continue to connect to equipment owned by the Town and/or the PEG Access Designee at 390 Lincoln Rd, Sudbury, MA (the "PEG Interconnection Site"). The Issuing Authority or, if designated by the Issuing Authority in writing to Licensee, the Town's PEG Access Designee, shall be required to pay Licensee for all direct or reasonably related costs associated with: (i) any equipment upgrade where the need for the upgrade is initiated by the Issuing Authority or PEG Access Designee; (ii) relocating any connection where the need for relocation is initiated by the Issuing Authority or its PEG Access Designee; (iii) re-installing and/or replacing any connection at an existing location where the need for such re-installation and/or replacement is caused by the Town and/or its PEG Access Designee and initiated by the Issuing Authority or its PEG Access Designee; or (iv) installing any new

connection if initiated by the Issuing Authority or its PEG Access Designee; provided, however, that Issuing Authority and/or PEG Access Designee responsibility for the foregoing costs is subject to Licensee's prior disclosure of such costs and prior express written consent to same by the Issuing Authority or its PEG Access Designee. Any upgrade or change referenced in subsections (i) and (iv) above required in order for PEG Access Channel cablecasting or PEG Access Channel programming as provided to Subscribers to meet a requirement of applicable law or regulation, including with respect to video or audio quality, shall not be deemed to be "initiated" by the Issuing Authority or its PEG Access Designee.

5.2.2. The demarcation point between the Licensee's signal processing equipment (which the Licensee shall own, install and maintain) and the Town's or PEG Access Designee's PEG equipment shall be at the output of the Town's signal processing equipment at the PEG Interconnection Site. The Town and/or the PEG Access Designee shall be solely responsible for operating its switching equipment and the picture and audio quality of all PEG Access Programming up to the demarcation point and for providing that all PEG Access Programming is inserted on the appropriate upstream PEG Access Channel. All PEG Access Programming shall be transmitted to the Licensee in baseband, SD-SDI or HD-SDI format with either mono or stereo audio signals, and with signals received by Licensee in stereo cablecast by Licensee in stereo. Notwithstanding the foregoing, the Licensee shall not be obligated to provide the Town or its PEG Access Designee with either cablecast equipment and facilities or the personnel responsible for maintaining and operating equipment and facilities on the Town's side of the demarcation point and used to generate or administer any PEG Access signals, except as necessary to implement the Licensee's responsibilities specified herein. The Issuing Authority and the Licensee shall work together in good faith to resolve any connection issues.

5.2.3. The Licensee shall monitor the PEG Access Channels for technical quality consistent with applicable FCC technical standards, as such standards may be amended from time to time, and shall ensure that they are maintained at standards the same than those which apply to the Cable System's commercial channels of similar format and resolution, provided, however, that the Licensee is not responsible for the production quality of PEG Access programming productions, nor for any deficiencies in the source signal it receives from any party over which the Licensee has no control.

5.3. *PEG Grant:*

5.3.1. Licensee shall pay to the Issuing Authority and/or the PEG Access Designee if requested in writing by the Issuing Authority, a PEG Grant in the total amount of One Hundred Twenty-Five Thousand Dollars (\$125,000.00) to be used for PEG Access capital funding purposes (the "PEG Grant"), as follows: Within forty-five (45) days of the Effective Date, Licensee shall pay to the Issuing Authority the sum of Thirty-One Thousand Two Hundred Fifty Dollars (\$31,250.00). Three additional payments in the same dollar amount of Thirty-One Thousand Two Hundred Fifty Dollars (\$31,250) shall be paid by the Licensee to the Issuing Authority on the first, second and third anniversaries of the Effective Date.

5.3.2. Licensee shall be allowed to submit or correct any payments that were incorrectly omitted, and shall be refunded any payments that were incorrectly submitted, in connection with the PEG Grant remittances within ninety (90) days following the PEG Grant

payment date for which such payments were applicable. Any such refund shall be requested in writing by Licensee and shall include an itemized account of the basis of the refund requested. The PEG Grant shall not be counted against either the PEG Access Support payment required by Section 5.4, or any License Fee required by Section 6.1. The Issuing Authority and/or PEG Access Designee shall own all facilities and equipment purchased with the PEG Grant. The Licensee shall have no obligation to maintain, repair, replace or insure any equipment or facilities purchased with the PEG Grant.

5.4. *PEG Access Support:*

5.4.1. The Licensee shall provide annual funding to the Issuing Authority and/or the PEG Access Designee, as designated in writing by the Issuing Authority, for PEG Access Channel operating support or other PEG Access Channel costs and expenses (“PEG Access Support”) in the amount equal to five percent (5.0%) of annual Gross Revenues as defined in Section 1.17 above, subject to the limitation in Section 6.2. If the Town issues or renews any cable license on or after the Effective Date that provides a lower percentage of PEG Access Support, then Licensee’s percentage of PEG Access Support payments shall be reduced to match such lower percentage over that same time period. The Issuing Authority shall place Licensee’s PEG Access Support payments in a restricted account for cable related purposes in the nature of a grant account and not into the general fund, which account will be under the Issuing Authority’s control.

5.4.2. The PEG Access Support payments (Section 5.4.1) shall be made no later than forty-five (45) days following the end of each calendar quarter. Each such payment shall be accompanied by a Gross Revenue report documenting, in reasonable detail, the Gross Revenue as defined in Section 1.17. The Licensee shall be allowed to provide an extra payment if needed to correct any payments that were incorrectly omitted, and shall have the right to offset against future payments any payments that were incorrectly submitted, in connection with the quarterly remittances, within ninety (90) days following the close of the calendar quarter for which such payments were applicable. For purposes of the PEG Access Support payment, the period for determining Gross Revenues shall be the preceding calendar quarter.

5.5. *PEG Operational Rules:* The Issuing Authority or PEG Access Designee shall require all local producers and users of any of the PEG facilities or PEG Channels to agree in writing to authorize the Licensee to transmit programming consistent with this License. The Issuing Authority or its designee shall establish rules and regulations for use of PEG facilities consistent with, and as required by, Section 611 of the Communications Act (47 U.S.C. § 531).

5.6. *Recovery of Costs:* To the extent permitted by federal law and regulations, the Licensee shall be allowed to recover the costs of the PEG Grant (Section 5.3), costs of PEG interconnection (Section 5.2), the PEG Access Support payments (Section 5.4), and any other costs arising from the provision of PEG services and related payments, required by this License, from Subscribers and to accurately reflect such costs as separately billed line items on each Subscriber’s bill.

5.7. *Late Payments:* In the event that any of the PEG Grant (Section 5.3), the PEG Access Support (Section 5.4) and/or the License Fee payments (Section 6.1 below) is or are

not paid on or before the due date set forth in this License for such payments, then interest shall accrue from the due date until the date paid at the rate of two percent (2%) per annum above the Prime Rate, as published in the *Wall Street Journal*, compounded annually.

5.8. *Listing of PEG Access Channels On Licensee's Electronic Program Guide:* If the Licensee lists PEG Access Channel program content titles on its electronic program guide in any other municipality in the State (other than on a test or trial basis), then it shall, upon written request of the Issuing Authority, discuss with the Issuing Authority or its PEG Access Designee, the technical feasibility and commercial reasonability of listing the Town's PEG Access Channel program content titles on the Licensee's electronic program guide and the provision thereof by the Licensee; however, the Licensee shall not be required by this Section 5.8 to list the Town's PEG Access Channel program content titles on its electronic program guide.

5.9. *PEG Access Video-On-Demand:* If the Licensee provides any other municipality in the State with PEG Access Channel programming "video-on-demand" (VOD) (other than on a test or trial basis), then it shall, upon written request of the Issuing Authority, discuss with the Issuing Authority, the technical feasibility and commercial reasonability of providing, and the provision of, PEG Access Channel programming VOD in the Town; however, the Licensee shall not be required by this Section 5.9 to provide PEG Access Channel programming VOD in the Town.

5.10. *Censorship:* Subject to Section 611(e) of the Communications Act (47 U.S.C. §531(e)), the Licensee shall comply with applicable federal laws restricting censorship or control of the content of PEG Access programming over the Cable System.

5.11. *Non-Commercial Programming:* The Issuing Authority and PEG Access Designee shall not use the PEG Access Channels to provide for-profit commercial programming. Nothing in this Section 5.11 shall prohibit the Issuing Authority or its PEG Access Designee from having memberships, sponsorships, underwriting or acknowledgements (such as underwriting and acknowledgements accepted by PBS), to the extent not otherwise prohibited by applicable law and regulation.

5.12. *Leased Access:* The Licensee shall comply with Section 612 of the Communications Act (47 U.S.C. §532) with respect to designating channel capacity for commercial use.

5.13. *No PEG Access Designee Rights:* The Issuing Authority and the Licensee herein acknowledge and agree that any PEG Access Designee is not a party to this License and that any provisions herein that may affect a PEG Access Designee are not intended to create any rights on behalf of any PEG Access Designee.

6. FRANCHISE AND LICENSE FEES

6.1. *License Fee:* Pursuant to the Massachusetts Cable Law, (M.G.L. c. 166A, Section 9), the Licensee shall pay to the Town, throughout the term of this License, a license fee equal to fifty cents (\$.50) per Subscriber per year (the "License Fee"), or such other amount as may in the future be designated by applicable State law.

6.2. *Maximum Franchise Fee Obligation:* The Licensee shall not be liable for a total Franchise Fee, pursuant to this License and applicable law in excess of five percent (5%) of annual Gross Revenues (as defined in Section 1.17 above).

6.3. *Payment Information:* In determining the License Fee, the number of Subscribers shall be measured as of December 31st of the preceding calendar year. The License Fee shall be paid no later than March 15th of each year during the term of this License.

6.4. *Limitation on Actions:* The parties agree that the period of limitation for recovery of any payment obligation under this License shall be three (3) years from the date on which payment by Licensee is due.

6.5. *Method of Payment:* The PEG Grant, the PEG Access Support and the License Fee shall be made payable to the Town and provided to the Issuing Authority, unless the Licensee is otherwise notified in writing by the Issuing Authority.

6.6. *Other Payment Obligations and Exclusions:*

6.6.1. Unless otherwise required by applicable law, the License Fee and Franchise Fee payments shall be in addition to and shall not constitute an offset or credit against any and all taxes or other fees or charges of general applicability which Licensee or any Affiliate shall be required to pay to the Town, or to any State or federal agency or authority, as required herein or by law; the payment of said taxes, fees or charges shall not constitute a credit or offset against the License Fee or Franchise Fee payments all of which shall be separate and distinct obligations of the Licensee and each Affiliate.

6.6.2. In accordance with Section 622(h) of the Communications Act (47 U.S.C. §542(h)), nothing in the Communications Act or this License shall be construed to limit any authority of the Issuing Authority to impose a tax, fee or other assessment of any kind on any Person (other than the Licensee) with respect to Cable Service or other communications service provided by such Person over the Cable System for which charges are assessed to Subscribers but not received by the Licensee. For any twelve (12) month period, the fees paid by any such Person with respect to any such Cable Service or other communications service shall not exceed five percent (5%) of such Person's gross revenues derived in such period from the provision of such service over the Cable System.

6.7. *Re-computation and Audit*

6.7.1. Tender or acceptance of any payment made pursuant to Article 5 or 6 shall not be construed as an accord that the amount paid is correct, nor shall such acceptance of payment be construed as a release of any claim that the Issuing Authority may have for additional sums.

6.7.2. If the Issuing Authority has reason to believe that any payments made pursuant to Articles 5 or 6 are incorrect, it may conduct an audit no more than once during any two (2) year period during the term of this License. The Issuing Authority shall not conduct a "success-based" audit. If, after such audit and re-computation, an additional fee is owed to the Town, such fee, including interest pursuant to Section 5.7, shall be paid within thirty

(30) business days after such audit and re-computation; provided, however, the Licensee shall be provided a reasonable opportunity to review the results of any audit and to dispute any audit results which indicate an underpayment to the Town.

7. CUSTOMER SERVICE

7.1. *Standards:* The Licensee shall comply with the FCC's cable television customer service and notice regulations codified at 47 C.F.R. § 76.309(c), 47 C.F.R. § 76.1602, and 47 C.F.R. § 76.1603, as amended, and the billing and termination of service provisions contained in 207 CMR § 10.00, as amended; provided, however, that Licensee may satisfy the requirements of 47 C.F.R. § 76.309(c)(1)(v) through its website. Measurement of the telephone availability standards in 47 C.F.R. § 76.309(c)(1)(ii) shall include all calls received by the Licensee at all call centers receiving calls from Subscribers, whether they are answered by a live representative, by an automated attendant, or abandoned after thirty (30) seconds of call waiting.

7.2. *Bill Payment Office; Equipment Pick-Up.* The Licensee will have a location reasonably convenient to the Town that will be open during Normal Business Hours and accessible to Subscribers to make bill payments. For Subscriber equipment pick-up, the Licensee will provide for one or more of the following methods: (i) setting a specific appointment time or four (4) hour time period during Normal Business Hours during which Licensee's representative(s) shall visit the Subscriber's premises to pick-up or exchange Subscriber equipment, (ii) using a mailer, or (iii) establishing a reasonably convenient location for the pick-up and exchange of Subscriber equipment.

7.3. *Outage Credits:* In the event that all Cable Service is interrupted for twenty-four (24) or more hours, Licensee will grant affected Subscribers a pro rata credit or rebate.

7.4. *Denial of Service:* Subject to applicable laws and regulations, nothing in these standards shall limit the right of the Licensee to deny Cable Service for non-payment of previously provided Cable Services, refusal to pay any required deposit, theft of Cable Service, damage to the Licensee's equipment, abusive and/or threatening behavior toward the Licensee's employees or representatives, refusal to provide credit history information or refusal to allow the Licensee to validate the identity, credit history and credit worthiness via an external credit agency, or failure to abide by the Licensee's terms and conditions of service.

8. REPORTS AND RECORDS AND PERFORMANCE EVALUATION

8.1. *Open Books and Records:* Upon at least thirty (30) business days written notice to the Licensee, the Issuing Authority or its designee shall have the right to inspect at a location reasonably and mutually convenient to the parties hereto the Licensee's books and records pertaining to the Licensee's provision of Cable Service in the Town during Licensee's regular business hours and on a reasonable and non-disruptive basis, as is reasonably necessary to ensure compliance with the terms of this License. Such notice shall specifically reference the section or subsection of this License which is under review, so that the Licensee may organize the necessary books and records for appropriate access by the Issuing Authority. The Licensee shall not be required to maintain any books and records for License compliance purposes longer than three (3)

years. Notwithstanding anything to the contrary set forth herein, the Licensee shall not be required to disclose information that it reasonably deems to be proprietary or confidential in nature, nor disclose any of its or an Affiliate's books and records not relating to the provision of Cable Service in the Town. If the Licensee believes that the requested information is proprietary or confidential, the Licensee shall provide the following information to the Issuing Authority: (i) specific identification of the information; (ii) a statement attesting to the reason(s) the Licensee believes the information is confidential; and (iii) a statement that the documents are available at the Licensee's designated offices for inspection by the Issuing Authority. The Issuing Authority shall take reasonable steps consistent with applicable law to protect the proprietary and confidential nature of any books, records, maps, plans or other documents requested by the Issuing Authority that are provided pursuant to this License to the extent they are designated as such by the Licensee. The Licensee shall not be required to provide Subscriber information in violation of Section 631 of the Communications Act, 47 U.S.C. § 551.

8.2. *Records Required:* The Licensee shall at all times maintain:

8.2.1. Records of all written Complaints for a period of three (3) years after receipt by the Licensee.

8.2.2. Records of outages for a period of three (3) years after occurrence, indicating date, duration, area, and the number of Subscribers affected, type of outage, and cause;

8.2.3. Records of service calls for repair and maintenance for a period of three (3) years after resolution by the Licensee, indicating the date and time service was required, the date of acknowledgment and date and time service was scheduled (if it was scheduled), and the date and time service was provided, and (if different) the date and time the problem was resolved;

8.2.4. Records of installation/reconnection and requests for service extension for a period of three (3) years after the request was fulfilled by the Licensee, indicating the date of request, date of acknowledgment, and the date and time service was extended; and

8.2.5. A map showing the area of coverage for the provisioning of Cable Services.

8.3. *Additional Reports:* The Licensee shall, upon written request by the Issuing Authority, provide the Issuing Authority with a copy of any documents or forms filed by the Licensee with the FCC and/or the DTC that materially pertain to the Licensee's Cable System in the Town.

8.4. *Proof of Performance Tests:* Upon written request of the Issuing Authority, the Licensee shall provide a copy of proof of performance tests required by applicable law.

8.5. *Performance Review:* The Issuing Authority or its designee may, at its discretion but not more than once per twelve-month period, hold a performance evaluation session. The purpose of such evaluation session shall be to review the Licensee's compliance with the terms and conditions of this License. The Issuing Authority shall provide the Licensee with thirty (30)

days advance written notice of such evaluation session. The Issuing Authority shall provide the Licensee with a written report with respect to the Licensee's compliance within sixty (60) days after the conclusion of such evaluation session.

8.6. *Quality of Service*: If there exists credible evidence which, in the reasonable judgment of the Issuing Authority, casts doubt upon the reliability or technical quality of the Licensee's Cable Services in the Town, then, after notice to the Licensee and an opportunity to cure, the Issuing Authority shall have the right to require the Licensee to test, analyze and report in writing on the performance of the Cable System.

9. INSURANCE AND INDEMNIFICATION

9.1. Insurance:

9.1.1. Licensee shall maintain in full force and effect, at its own cost and expense (including all deductibles) during the term of this License, the following insurance coverage:

9.1.1.1. Commercial General Liability Insurance in the amount of six million dollars (\$6,000,000) per occurrence for property damage and bodily injury and six million dollars (\$6,000,000) general aggregate. Such insurance shall cover the construction, operation, maintenance and removal of the Cable System, and the conduct of Licensee's Cable Service operations and business in the Town.

9.1.1.2. Automobile Liability Insurance for owned, non-owned, hired and/or rented motor vehicles in the amount of six million dollars (\$6,000,000) combined single limit each accident for bodily injury and property damage coverage.

9.1.1.3. Workers' Compensation Insurance meeting the statutory requirements of the Commonwealth of Massachusetts and Employers' Liability Insurance in the following amounts: (A) Bodily Injury by Accident: \$100,000; and (B) Bodily Injury by Disease- each employee: \$100,000; \$500,000 disease-policy limit.

9.1.1.4. The Town shall be included as an additional insured as their interests may appear under this License on the Commercial General Liability Insurance and Automobile Liability Insurance required herein.

9.1.2. Upon receipt of notice from its insurer(s), Licensee shall provide the Town with thirty (30) days' prior written notice of cancellation of any required coverage.

9.1.3. Each of the required insurance policies shall be with insurers qualified to do business in the State of Massachusetts, with an A.M. Best Financial Strength rating of A- or better.

9.1.4. Upon written request, Licensee shall deliver to the Issuing Authority Certificates of Insurance showing evidence of the required coverage.

9.1.5. All insurance shall be primary with respect to any insurance maintained by the Town and shall not call on the Town's insurance for contribution.

9.1.6. The Licensee shall require that every one of its contractors and their subcontractors carry in full force and effect, substantially the same insurance with substantially the same amounts as required of Licensee herein.

9.1.7. Neither this Section 9.1, nor the provision of insurance or insurance proceeds pursuant to this Section 9.1, shall limit the liability of the Licensee or its obligation to indemnify the Town pursuant to this License.

9.2. *Indemnification:*

9.2.1. The Licensee shall, at its sole cost and expense, indemnify and hold harmless the Issuing Authority, the Town, its officials, boards, commissions, committees, agents and/or employees against all claims for damage, including without limitation damage to Persons or property, real and personal, due to the actions of the Licensee, its employees, officers or agents arising out of the installation, maintenance and/or operation of the Cable System under this License. Indemnified expenses shall include all reasonable attorneys' fees and costs incurred by the Town up to such time that the Licensee assumes defense of any action hereunder.

9.2.2. The Town shall provide the Licensee with timely written notice of a claim or action for which it seeks indemnification under this Section 9.2; provided that in any event the Town shall provide the Licensee with such written notice within a period of time that allows the Licensee to take action to avoid entry of a default judgment and does not prejudice the Licensee's ability to defend the claim or action.

9.2.3. With respect to the Licensee's indemnification obligations set forth in Section 9.2.1, the Licensee shall, at its own expense, provide the defense of any claims brought against the Town by selecting counsel of the Licensee's choice to defend the claim, subject to applicable professional ethics laws and to the consent of the Issuing Authority, which shall not unreasonably be withheld. Nothing herein shall be deemed to prevent the Issuing Authority from cooperating with the Licensee and participating in the defense of any litigation by its own counsel at its own cost and expense, provided however, that after consultation with the Issuing Authority, the Licensee shall have the right to defend, settle or compromise any claim or action arising hereunder, and the Licensee shall have the authority to decide the appropriateness and the amount of any such settlement, so long as the settlement includes a full release of the Town with respect to the claim or action giving rise to Licensee's indemnification obligation. In the event that the terms of any such settlement includes the release of the Town and the Issuing Authority does not consent to the terms of any such settlement or compromise, the Licensee shall not settle the claim or action but its obligation to indemnify the Town shall in no event exceed the amount of such settlement.

9.2.4. Neither the provisions of this Section 9.2, nor any damages recovered by the Town shall be construed to limit the liability of the Licensee or its subcontractors for damages under this License or to excuse the faithful performance of obligations required by

this License, except to the extent that any monetary damages suffered by the Town have been satisfied by a financial recovery under this section or other provisions of this License.

10. PERFORMANCE BOND

The Licensee shall maintain, without charge to the Town, throughout the term of the License a faithful performance bond running to the Town, with good and sufficient surety licensed to do business in the State in the sum of fifty thousand dollars (\$50,000). Said bond shall be conditioned upon the faithful performance and discharge of all of the obligations imposed by this License. The performance bond shall be effective throughout the term of this License and thereafter until the Licensee has satisfied all of its obligations to the Town that may have arisen from this License or from the exercise of any privilege herein granted and shall be conditioned that in the event that the Licensee shall fail to comply with any one or more provisions of this License, or to comply with any order, permit or direction of any department, agency, commission, board, division or office of the Town having jurisdiction over its acts, or to pay any claims, liens or taxes due the Town which arise by reason of the construction, upgrade, maintenance, and/or operation of the Cable System, the Town shall recover from the surety of such bond all damages suffered by the Town as a result thereof, pursuant to Article 13 below. Said bond shall be a continuing obligation of this License, and thereafter until the Licensee has satisfied all of its obligations to the Town that may have arisen from the grant of the License or from the exercise of any privilege herein granted. In the event that a performance bond provided pursuant to this License is not renewed or cancelled, the Licensee shall provide a new performance bond pursuant to this Section 10 within thirty (30) days of such failure to renew or cancellation. Neither cancellation, nor termination nor refusal by the surety to extend the bond, nor the inability of the Licensee to file a replacement bond or replacement security for its obligations under this License, shall constitute a loss to the Town recoverable under the bond. Neither this section, any bond accepted pursuant thereto, nor any damages recovered thereunder shall limit the liability of the Licensee under the License. Neither this section, any bond pursuant thereto, nor any damages recovered thereunder shall limit the liability of the Licensee under this License. Recourse by the Town of remedies available under this Section 10 shall not be exclusive of other lawful remedies available to the Town at law and equity. Said bond shall be substantially in the form of **Exhibit B** attached hereto.

11. TRANSFER OF LICENSE

11.1. *Town Approval Required:* Subject to Section 617 of the Communications Act (47 U.S.C. §537) and Sections 11.2 and 11.3 below, Licensee shall not Transfer this License, voluntarily or involuntarily, directly or indirectly, to any other Person, without the prior written consent of the Issuing Authority, which consent shall not be arbitrarily or unreasonably withheld or delayed. Such consent shall be given only upon a written application therefore on forms prescribed by the Cable Division and/or the FCC.

11.2. *No Consent Required For Transfers Securing Indebtedness:* The Licensee shall not be required to file an application or obtain the consent or approval of the Town for a Transfer in trust, by mortgage, by other hypothecation, by assignment of any rights, title, or interest of the Licensee in this License, the Licensee or Cable System in order to secure indebtedness. However, the Licensee shall notify the Town within thirty (30) business days if at any time there

is a mortgage or security interest granted on substantially all of the assets of the Cable System. The submission of the Licensee's audited financial statements prepared for the Licensee's bondholders shall constitute such notice.

11.3. *No Consent Required For Any Affiliate Transfers:* Unless required by applicable federal or State law, the Licensee shall not be required to file an application or obtain the consent or approval of the Town for: any Transfer of an ownership or other interest in Licensee, the Cable System, or the Cable System assets to the parent of Licensee or to another Affiliate of Licensee; any Transfer of an interest in the License or the rights held by the Licensee under this License to the parent of Licensee or to another Affiliate of Licensee; any action which is the result of a merger of the parent of Licensee; or any action which is the result of a merger of another Affiliate of the Licensee, except to the extent that any of the foregoing are determined to be a transfer of control pursuant to 207 CMR 4.01, in which case such transaction shall be subject to the Cable Division's transfer regulations (207 CMR 4.01). However, the Licensee shall notify the Town within thirty (30) business days if at any time a Transfer covered by this Section 11.3 occurs. The transferee of any Transfer covered by this Section 11.3 shall be legally qualified to hold, and shall be bound by the terms and conditions of, this License.

11.4. *Transfer Procedures:* Subject to applicable law, the Licensee shall submit to the Issuing Authority an original and a copy of the application and FCC Form 394 requesting any such Transfer consent. Pursuant to 207 CMR 4.03, the consent of the Issuing Authority shall be given only after a public hearing to consider the written application for Transfer. The Issuing Authority shall have one hundred twenty (120) days from the filing of a completed FCC Form 394 to take final action on it unless said one hundred twenty (120) day period is extended by applicable law, including by mutual consent of the parties. After one hundred twenty (120) days, the application shall be deemed approved, unless said 120-day period is extended pursuant to applicable law, including by mutual consent of the parties.

11.5. *Non-Waiver:* The consent or approval of the Issuing Authority to any Transfer shall not constitute a waiver or release of any rights of the Town under this License, whether arising before or after the date of said Transfer.

11.6. *Transferee Subject to Terms and Conditions of License:* In the event that this License is transferred, the transferee shall be subject to all of the terms and conditions contained in this License.

12. RENEWAL OF LICENSE

The Issuing Authority and Licensee agree that any proceedings undertaken by the Town that relate to the renewal of this License shall be governed by and comply with the provisions of Section 626 of the Communications Act (47 U.S.C. § 546), and the applicable provisions of the Massachusetts Cable Law. The Town shall notify the Licensee of any ascertainment proceedings conducted pursuant to Section 626 of the Communications Act, and shall provide the Licensee with a copy of the record of such proceeding.

13. ENFORCEMENT AND TERMINATION OF LICENSE

13.1. *Notice of Violation:* If at any time the Issuing Authority believes that the Licensee has not complied with the terms of this License, the Issuing Authority shall informally discuss the matter with the Licensee, however the Issuing Authority reserves the right to inform the Licensee of such non-compliance in writing prior to informal discussions. If such informal discussions do not lead to resolution of the problem in a reasonable time, the Issuing Authority shall then notify Licensee in writing of the exact nature of the alleged noncompliance (for purposes of this Article, the “Noncompliance Notice”).

13.2. *The Licensee’s Right to Cure or Respond:* The Licensee shall have thirty (30) days from receipt of the Noncompliance Notice to: (i) respond in writing to the Issuing Authority, if the Licensee contests (in whole or in part) the assertion of noncompliance; (ii) cure such noncompliance; or (iii) in the event that, by its nature, such noncompliance cannot be cured within such thirty (30) day period, initiate reasonable steps to remedy such noncompliance, continue such efforts until said noncompliance is cured, and notify the Issuing Authority at no more than twenty-one (21) day intervals as to the Licensee’s efforts and progress to remedy such noncompliance. Upon a jointly agreed upon cure of any noncompliance by the Issuing Authority and the Licensee, the Issuing Authority shall provide the Licensee with written confirmation that such cure has been effected.

13.3. *Public Hearing:* In the event that the Licensee fails to respond to the Noncompliance Notice pursuant to the procedures set forth in Section 13.2 above, and if the Issuing Authority seeks to continue its investigation into the alleged noncompliance, then the Issuing Authority shall schedule a public hearing. The Issuing Authority shall provide the Licensee at least thirty (30) days prior written notice of such public hearing, which will specify the time, place and purpose of such public hearing and whether revocation of this License is a possible consequence. At any designated public hearing where revocation of this License is not a possible consequence, the Licensee shall be provided a fair opportunity for full participation, including the right to be represented by legal counsel and to introduce relevant evidence. At any designated public hearing where revocation of this License is a possible consequence, the Licensee shall be provided a fair opportunity for full participation, including the right to be represented by legal counsel and to introduce relevant evidence, and shall also have the right to require the production of evidence, to compel the relevant testimony of the officials, agents, employees or consultants of the Issuing Authority, to compel the testimony of other persons as permitted by law, and to question and/or cross examine witnesses. A complete record shall be made of such hearing. Within thirty (30) days of the close of the hearing, the Issuing Authority shall issue a written determination of its findings, unless such time period is extended in writing by the Licensee.

13.4. *Enforcement:* In the event the Issuing Authority, after the public hearing set forth in Section 13.3 above, determines that the Licensee is in default of any provision of this License, the Issuing Authority may:

13.4.1. Seek specific performance of any provision, which reasonably lends itself to such remedy, as an alternative to damages;

13.4.2. Commence an action at law for monetary damages or seek other equitable relief;

13.4.3. Submit a claim against an appropriate part of the performance bond pursuant to Section 10 above;

13.4.4. In the case of a substantial noncompliance of a material provision of this License, seek to revoke this License in accordance with Section 13.5; or

13.4.5. Invoke any other lawful remedy available to the Town.

13.5. *Revocation:* In the event that the Issuing Authority determines that it will revoke this License pursuant to Section 13.4 above, the Licensee may appeal such written determination of the Issuing Authority to an appropriate court or to the Cable Division, which shall have the power to review the decision of the Issuing Authority consistent with applicable law and regulation. The Licensee shall be entitled to such relief as the court finds appropriate. Such appeal must be taken within sixty (60) days of the Licensee's receipt of the written determination of the Issuing Authority. The Issuing Authority may, at its sole discretion, take any lawful action that it deems appropriate to enforce the Issuing Authority's rights under this License in lieu of revocation of this License.

14. MISCELLANEOUS PROVISIONS

14.1. *Actions of Parties:* In any action by the Town or the Licensee that is taken pursuant to the terms of this License, such party shall act in a reasonable, expeditious, and timely manner. Furthermore, in any instance where approval or consent is required by either party under the terms hereof, such approval or consent shall not be unreasonably withheld, delayed or conditioned.

14.2. *Jurisdiction:* Jurisdiction and venue over any dispute, action or suit arising out of this License shall be in a federal or State court of appropriate venue and subject matter jurisdiction located in the State, and the parties hereby agree to be subject to the personal jurisdiction of said court for the resolution of any such dispute.

14.3. *Binding Acceptance:* This License shall bind and benefit the parties hereto and their respective receivers, trustees, successors and assigns.

14.4. *Preemption:* In the event that federal or State law, rules, or regulations preempt a provision or limit the enforceability of a provision of this License, such provision shall be read to be preempted to the extent and for the time, but only to the extent and for the time, required by law. In the event such federal or State law, rule or regulation is subsequently repealed, rescinded, amended or otherwise changed so that the provision hereof that had been preempted is no longer preempted, such provision shall thereupon return to full force and effect, and shall thereafter be binding on the parties hereto, without the requirement of further action on the part of the Issuing Authority.

14.5. *Force Majeure:* If by reason of Force Majeure, either party is unable in whole or in part to carry out its obligations hereunder, said party shall not be held in violation or default during the continuance of such inability.

14.6. *Acts or Omissions of Affiliates:* During the term of this License, the Licensee shall be liable for the acts or omissions of its Affiliates to the extent arising out of any such Affiliate's operation of the Cable System to provide Cable Services in the Town.

14.7. *Delivery of Payments:* Licensee may use electronic funds transfer to make any payments to the Town or Issuing Authority required under this License. Said electronic transfer must be in the form, including necessary explanatory information and documentation, and to the account, all as reasonably required by the Town or Issuing Authority.

14.8. *Warranties:* Each party hereto warrants, represents and acknowledges to the other party that, as of the Effective Date, such party has the requisite power and authority under applicable law and its organizational documents, if any, and is authorized and has secured all consents which are required to be obtained as of the Effective Date, to enter into and be legally bound by the terms of this License.

14.9. *Notices:* Unless otherwise expressly stated herein, notices required under this License shall be mailed first class, postage prepaid, to the addressees below. Each party may change its designee by providing written notice to the other party.

Notices to the Licensee shall be mailed to:

Verizon New England Inc.
6 Bowdoin Square
10th Floor
Boston, MA 02114
Attention: Niall Connors, Franchise Service Manager

with a copy to:

Verizon
1300 I St. NW
Suite 500 East
Washington, DC 20005
Attention: Tonya Rutherford, VP and Deputy General Counsel

Notices to the Issuing Authority shall be mailed to:

Select Board
Flynn Building
278 Old Sudbury Road
Sudbury, MA 01776

with a copy to the Special Cable Advisor:

Special Cable Advisor
Flynn Building
278 Old Sudbury Road
Sudbury, MA 01776

14.10. *Entire Agreement*: This License and the Exhibits hereto constitute the entire agreement between the Licensee and the Issuing Authority, and supersede all prior or contemporaneous agreements, representations or understandings (written or oral) of the parties regarding the subject matter hereof, and can be amended or modified only by a written instrument executed by both parties, except as otherwise provided herein.

14.11. *Captions*: The captions and headings of articles and sections throughout this License are intended solely to facilitate reading and reference to the sections and provisions of this License. Such captions shall not affect the meaning or interpretation of this License.

14.12. *Severability*: If any section, subsection, sentence, paragraph, term, or provision hereof is determined to be illegal, invalid, or unconstitutional, by any court of competent jurisdiction or by any State or federal regulatory authority having jurisdiction thereof, such determination shall have no effect on the validity of any other section, subsection, sentence, paragraph, term or provision hereof, all of which will remain in full force and effect for the term of this License.

14.13. *Recitals*: The recitals set forth in this License are incorporated into the body of this License as if they had been originally set forth herein.

14.14. *No Recourse Against Issuing Authority*: Pursuant to Section 635A(a) of the Communications Act (47 U.S.C. § 555a), the Licensee shall have no recourse against the Issuing Authority, the Town and/or its officials, members, employees or agents other than injunctive relief or declaratory relief, arising from the regulation of Cable Service or from a decision of approval or disapproval with respect to a grant, renewal, transfer, or amendment of this License.

14.15. *FTTP Network Transfer Prohibition*: Under no circumstance including, without limitation, upon expiration, revocation, termination, denial of renewal of this License or any other action to forbid or disallow the Licensee from providing Cable Services, shall the Licensee or its assignees be required to sell any right, title, interest, use or control of any portion of the Licensee's FTTP Network including, without limitation, the Cable System and any capacity used for Cable Service or otherwise, to the Town or any third party. The Licensee shall not be required to remove the FTTP Network or to relocate the FTTP Network or any portion thereof as a result of revocation, expiration, termination, denial of renewal or any other action to forbid or disallow the Licensee from providing Cable Services. This provision is not intended to contravene leased access requirements under Title VI or the PEG requirements set out in this License.

14.16. *Interpretation*: The Issuing Authority and the Licensee each acknowledge that it has received independent legal advice in entering into this License. In the event that a dispute arises over the meaning or application of any term(s) of this License, such term(s) shall

not be construed by the reference to any doctrine calling for ambiguities to be construed against the drafter of the License.

14.17. *Counterparts*: This License may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Further, this License may be executed by facsimile, email, electronic signature or other electronic means, and so executed shall have the full force and legal effect as an executed original of this License.

14.18. *No Third-Party Beneficiaries*: The provisions of this License are for the benefit of the Licensee and the Issuing Authority and not for any other Person.

SIGNATURE PAGE FOLLOWS

AGREED TO THIS 14th DAY OF JUNE, 2022.

TOWN OF SUDBURY
By its Select Board:

Charles Russo, Chair

Daniel E. Carty

Janie W. Dretler

Lisa V. Kouchakdjian

Jennifer S. Roberts

Approved as to legal form:

William H. Solomon
Special Cable Counsel

VERIZON NEW ENGLAND INC.

By: _____
Kevin M. Service, Senior Vice
President of Operations – Consumer and
Mass Business Markets

Approved as to Form:

Verizon Law Department

Attachment4.c: Sudbury_Verizon_Renewal_License_2022_Final_Unsigned_R3 (5225 : Public Hearing to renew Verizon license)

EXHIBITS

EXHIBIT A – PUBLIC BUILDINGS TO BE PROVIDED CABLE SERVICE
(Subject to Section 3.4)

EXHIBIT B – FORM OF PERFORMANCE BOND

EXHIBIT A

PUBLIC BUILDINGS TO BE PROVIDED CABLE SERVICE UPON WRITTEN REQUEST OF THE ISSUING AUTHORITY (Subject to Section 3.4)

1. Lincoln/Sudbury Regional High School, 390 Lincoln Road
2. Flynn Building, 278 Old Sudbury Road
3. Fairbanks Community Center, 40 Fairbank Road
4. Town Hall, 322 Concord Road
5. Nixon School, 472 Concord Road
6. Haynes School, 169 Haynes Road
7. Curtis Middle School, 22 Pratts Mill Road
8. Police Station 415 Boston Post Road
9. Loring School, 80 Woodside Road
10. Noyes School, 280 Old Sudbury Road
11. Hudson Rd. Fire Dept. 77 Hudson Road
12. Goodnow Library, 21 Concord Road
13. North Rd. Fire Dept., 268 North Road
14. Boston Post Rd. Fire Dept. 550 Boston Post Road
15. Hosmer House, 299 Old Sudbury Road

EXHIBIT B

FORM OF PERFORMANCE BOND

Franchise Bond
Bond No. _____

KNOW ALL MEN BY THESE PRESENTS: That (name & address) (hereinafter called the Principal), and (name and address) (hereinafter called the Surety), a corporation duly organized under the laws of the State of (state), are held and firmly bound unto (name & address) (hereinafter called the Obligee), in the full and just sum of _____ Dollars (\$_____), the payment of which sum, well and truly to be made, the said Principal and Surety bind themselves, their heirs, administrators, executors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal and Obligee have entered into a License Agreement dated _____ which is hereby referred to and made a part hereof.

WHEREAS, said Principal is required to perform certain obligations under said Agreement.

Town of Sudbury Renewal License to Verizon New England Inc. – June 14, 2022

Exhibit B

WHEREAS, the Obligee has agreed to accept this bond as security against default by Principal of performance of its obligations under said Agreement during the time period this bond is in effect.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that if the Principal shall perform its obligations under said Agreement, then this obligation shall be void, otherwise to remain in full force and effect, unless otherwise terminated, cancelled or expired as hereinafter provided.

PROVIDED HOWEVER, that this bond is executed subject to the following express provisions and conditions:

1. In the event of default by the Principal, Obligee shall deliver to Surety a written statement of the details of such default within 30 days after the Obligee shall learn of the same, such notice to be delivered by certified mail to address of said Surety as stated herein.

2. This Bond shall be effective _____, 20____, and shall remain in full force and effect thereafter for a period of one year and will automatically extend for additional one year periods from the expiry date hereof, or any future expiration date, unless the Surety provides to the Obligee not less than sixty (60) days advance written notice of its intent not to renew this Bond or unless the Bond is earlier canceled pursuant to the following. This Bond may be canceled at any time upon sixty (60) days advance written notice from the Surety to the Obligee.

3. Neither cancellation, termination nor refusal by Surety to extend this bond, nor inability of Principal to file a replacement bond or replacement security for its obligations under said Agreement, shall constitute a loss to the Obligee recoverable under this bond.

4. No claim, action, suit or proceeding shall be instituted against this bond unless same be brought or instituted and process served within one year after termination or cancellation of this bond.

5. No right of action shall accrue on this bond for the use of any person, corporation or entity other than the Obligee named herein or the heirs, executors, administrators or successors of the Obligee.

6. The aggregate liability of the surety is limited to the penal sum stated herein regardless of the number of years this bond remains in force or the amount or number of claims brought against this bond.

7. This bond is and shall be construed to be strictly one of suretyship only. If any conflict or inconsistency exists between the Surety's obligations as described in this bond and as may be described in any underlying agreement, permit, document or contract to which this bond is related, then the terms of this bond shall supersede and prevail in all respects.

This bond shall not bind the Surety unless it is accepted by the Obligee by signing below.

IN WITNESS WHEREOF, the above bounded Principal and Surety have hereunto signed and sealed this bond effective this ____ day of _____, 2022.

Principal

Surety

By: _____

By: _____
 , Attorney-in-Fact

Accepted by Oblige: _____
 (Signature & date above - Print Name, Title below)

Attachment4.c: Sudbury_Verizon_Renewal_License_2022_Final_Unsigned_R3 (5225 : Public Hearing to renew Verizon license)

**SUDBURY SELECT BOARD**

Tuesday, June 14, 2022

TIMED ITEM**5: Conrad's All Alcohol License Transfer Application****REQUESTOR SECTION**

Date of request:

Requestor: Sudbury Point Grill Inc, DBA Sudbury Point Grill

Formal Title: Application of Sudbury Point Grill, Inc., d/b/a Sudbury Point Grill, 120 Boston Post Rd., Sudbury, Manager Alexandre Alvarenga, for a Transfer of License for the Sale of All Alcoholic Beverages, under G. L. Ch. 138, s.12, from Sudbobcon, d/b/a Conrad's Restaurant, Manager Robert Conrad. The premises proposed to be licensed (i.e., 120 Boston Post Road) is described as: one floor with hall entrance, bar area, dining room, kitchen, 2 restrooms, function room and an outdoor deck, totaling 6000 sq. ft.

Recommendations/Suggested Motion/Vote: Application of Sudbury Point Grill, Inc., d/b/a Sudbury Point Grill, 120 Boston Post Rd., Sudbury, Manager Alexandre Alvarenga, for a Transfer of License for the Sale of All Alcoholic Beverages, under G. L. Ch. 138, s.12, from Sudbobcon, d/b/a Conrad's Restaurant, Manager Robert Conrad. The premises proposed to be licensed (i.e., 120 Boston Post Road) is described as: one floor with hall entrance, bar area, dining room, kitchen, 2 restrooms, function room and an outdoor deck, totaling 6000 sq. ft.

Background Information:
Please see attached.

Financial impact expected:\$150 Application Fee

Approximate agenda time requested:

Representative(s) expected to attend meeting: Alex Nunes Alvarenga, Owner/Manager

Review:

Patty Golden	Pending
Henry L Hayes	Pending
Town Counsel	Pending
Select Board	Pending

06/14/2022 6:00 PM

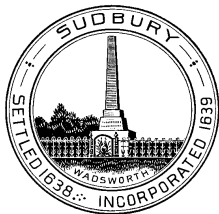
Conrad's

All Alcohol License Transfer Application

Department Feedback

Department	Staff	Date	Comments
Building Department	Andrew Lewis	5/13/22	The Building Department has no issue with the transfer.
Fire Department	Chief Whalen	5/12/22	The Fire Department has no issues with this application, fire inspections will be conducted after ownership has transferred.
Health Department	Bill Murphy	5/18/22	No issues.
Police Department	Chief Nix	5/13/22	The police department does not have an issue with the transfer relative to our perspective.

Town Counsel (Brian Riley) reviewed the application on 5/13/22 and found no issues.



TOWN OF SUDBURY

Office of Select Board

www.sudbury.ma.us

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

Email: sbadmin@sudbury.ma.us

LEGAL NOTICE TOWN OF SUDBURY

The Select Board, acting as the Licensing Authority of the Town of Sudbury, will hold a Public Hearing on Tuesday, June 14, 2022, at 7:45 p.m. online via Zoom at <https://us02web.zoom.us/j/360217080> on the following application:

Application of Sudbury Point Grill, Inc., d/b/a Conrad's Restaurant, 120 Boston Post Rd., Sudbury, Manager Alexandre Alvarenga, for a Transfer of License for the Sale of All Alcoholic Beverages, under G. L. Ch. 138, s.12, from Sudbobcon, d/b/a Conrad's Restaurant, Manager Robert Conrad. The premises proposed to be licensed (i.e., 120 Boston Post Road) is described as: one floor with hall entrance, bar area, dining room, kitchen, 2 restrooms, function room and an outdoor deck, totaling 6000 sq. ft.

SELECT BOARD

For publication: *Sudbury Town Crier* Tuesday, May 31, 2022

Date: May 26, 2022

Town of Sudbury

Alcohol License Quota & Availability

ALCOHOL LICENSEES

RESTAURANT/CLUB

M.G.L. C.138 §12



PACKAGE STORE

M.G.L. C.138 §15



ALL ALCOHOL



American Legion Post #191
Farmer's Daughter
Bullfinch's
Conrad's **Transfer Pending**
Da Vinci Bistro
El Basha
Fugakyu Café
Lavender Asian Cuisine
Longfellow's Wayside Inn
Lotus Blossom
Max and Leo's
Oak Barrel Tavern
Paani
Riceberry
Sobre Mesa
Soul of India
Victory Cigar Bar

1. **Available**
2. **Available**
3. **Available**

WINE & MALT



Chili Basil
CJ's
Franco's Trattoria
Oishii Too Sushi Bar
Rossini's

None Available

ALL ALCOHOL



Danny's
Duck Soup
Stony Brook
Sudbury Wines, Spirits

None Available

WINE & MALT



Sudbury Craft Beer
Sudbury Farms

1. **Available**
2. **Available**
3. **Available**

Quota: 20

Total Issued/Pending: 17

Available: 3

Quota: 5

Total Issued/Pending: 5

Available: 0

Quota: 4

Total Issued/Pending: 4

Available: 0

Quota: 5

Total Issued/Pending: 2

Available: 3

Attachment5.c: Alcohol License Quotas_06.07.22 (5278 : Conrad's All Alcohol License Transfer Application)



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

APPLICATION FOR A TRANSFER OF LICENSE

Municipality

RECEIVED
 CARD OF SELECTION
 SUDBURY, MA

2022 MAY 11 P 1:31

1. TRANSACTION INFORMATION

☒ Transfer of License

☐ Alteration of Premises

☐ Change of Location

☐ Management/Operating Agreement

☐ Pledge of Inventory

☐ Pledge of License

☐ Pledge of Stock

☐ Other

☐ Change of Class

☐ Change of Category

☐ Change of License Type
 (\$12 ONLY, e.g. "club" to "restaurant")

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

2. LICENSE CLASSIFICATION INFORMATION

ON/OFF-PREMISES

TYPE

CATEGORY

CLASS

On-Premises-12

\$12 Restaurant

All Alcoholic Beverages

Annual

3. BUSINESS ENTITY INFORMATION

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

Current or Seller's License Number

00003-RS-1250

FEIN

Entity Name

Sudbury Point Grill

DBA

N/A

Manager of Record

Alexandre Nunes Alvarenga

Street Address

120 Boston Post Rd, Sudbury, MA 01776

Phone

Email

Add'l Phone

Website

4. DESCRIPTION OF PREMISES

Please provide a complete description of the premises to be licensed, including the number of floors, number of rooms on each floor, any outdoor areas to be included in the licensed area, and total square footage. If this application alters the current premises, provide the specific changes from the last approved description. You must also submit a floor plan.

01 Floor premise including Hall entrance, Bar area, Dinning-Room, Kitchen, 02 Restrooms, Fuction-Room , Deck/outdoor, Total Square footage 6000.

Total Sq. Footage

6000

Seating Capacity

330

Occupancy Number

330

Number of Entrances

02

Number of Exits


03

Number of Floors

01

APPLICATION FOR A TRANSFER OF LICENSE

5. CURRENT OFFICERS, STOCK OR OWNERSHIP INTEREST

Transferor Entity Name By what means is the license being transferred? 

List the individuals and entities of the current ownership. Attach additional pages if necessary utilizing the format below.

Name of Principal	Title/Position	Percentage of Ownership
Alexandre Nunes Alvarenga	Pres/Owner	100
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

6. PROPOSED OFFICERS, STOCK OR OWNERSHIP INTEREST

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

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

Name of Principal	Residential Address	SSN	DOB	Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

APPLICATION FOR A TRANSFER OF LICENSE

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

Name of Principal	Residential Address	SSN	DOB
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
			MA Resident
			<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
			MA Resident
			<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
			MA Resident
			<input type="radio"/> Yes <input type="radio"/> No

Additional pages attached?

☐ Yes ☒ No**CRIMINAL HISTORY**

Has any individual listed in question 6, and applicable attachments, ever been convicted of a State, Federal or Military Crime? If yes, attach an affidavit providing the details of any and all convictions.

☐ Yes ☒ No**6A. INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE**

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

Name	License Type	License Name	Municipality

6B. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

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

Name	License Type	License Name	

APPLICATION FOR A TRANSFER OF LICENSE

6C. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

Have any of the disclosed licenses listed in question 6A or 6B ever been suspended, revoked or cancelled?

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

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

7. CORPORATE STRUCTUREEntity Legal Structure Date of Incorporation State of Incorporation Is the Corporation publicly traded? ☐ Yes ☒ No**8. OCCUPANCY OF PREMISES**

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

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

Please indicate by what means the applicant will occupy the premises

Landlord Name Landlord Phone Landlord Email Landlord Address Lease Beginning Date Rent per Month Lease Ending Date Rent per Year Will the Landlord receive revenue based on percentage of alcohol sales? ☐ Yes ☒ No**9. APPLICATION CONTACT**

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

Name: Phone: Title: Email:

APPLICATION FOR A TRANSFER OF LICENSE

10. FINANCIAL DISCLOSURE

A. Purchase Price for Real Estate	
B. Purchase Price for Business Assets	\$550,000.00
C. Other* (Please specify)	
D. Total Cost	\$550,000.00

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

SOURCE OF CASH CONTRIBUTION

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

Name of Contributor	Amount of Contribution
Total	

SOURCE OF FINANCING

Please provide signed financing documentation.

Name of Lender	Amount	Type of Financing	Is the lender a licensee pursuant to M.G.L. Ch. 138.
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No

FINANCIAL INFORMATION

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

Personal Savings

11. PLEDGE INFORMATION

Please provide signed pledge documentation.

Are you seeking approval for a pledge? ☐ Yes ☒ No

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

To whom is the pledge being made?

12. MANAGER APPLICATION**A. MANAGER INFORMATION**

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

Proposed Manager Name

Date of Birth

SSN

Residential Address

Email

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

B. CITIZENSHIP/BACKGROUND INFORMATION

Are you a U.S. Citizen?*

☒ Yes ☐ No *Manager must be a U.S. Citizen

If yes, attach one of the following as proof of citizenship US Passport, Voter's Certificate, Birth Certificate or Naturalization Papers.

Have you ever been convicted of a state, federal, or military crime?

☐ Yes ☒ No

If yes, fill out the table below and attach an affidavit providing the details of any and all convictions. Attach additional pages, if necessary, utilizing the format below.

Date	Municipality	Charge	Disposition

C. EMPLOYMENT INFORMATION

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

Start Date	End Date	Position	Employer	Supervisor Name

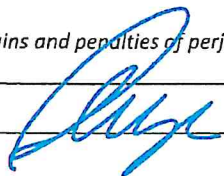
D. PRIOR DISCIPLINARY ACTION

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

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

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

Manager's Signature



Date

Attachment 5.d: Conrads Transfer App_SB (5278 : Conrad's All Alcohol License Transfer Application)

13. MANAGEMENT AGREEMENT

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

☐ Yes ☒ No

If yes, please fill out section 13.

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

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

13A. MANAGEMENT ENTITY

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

Entity Name	Address	Phone		
<input type="text"/>	<input type="text"/>	<input type="text"/>		
Name of Principal	Residential Address	SSN	DOB	
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	
Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
Name of Principal	Residential Address	SSN	DOB	
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	
Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
Name of Principal	Residential Address	SSN	DOB	
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	
Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
Name of Principal	Residential Address	SSN	DOB	
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	
Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

CRIMINAL HISTORY

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

☐ Yes ☐ No

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

13B. EXISTING MANAGEMENT AGREEMENTS AND INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Does any individual or entity identified in question 13A, and applicable attachments, have any direct or indirect, beneficial or financial interest in any other license to sell alcoholic beverages; and or have an active management agreement with any other licensees?

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

Name	License Type	License Name	Municipality

13C. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Has any individual or entity identified in question 13A, and applicable attachments, ever held a direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages, which is not presently held?

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

Name	License Type	License Name	Municipality

13D. PREVIOUSLY HELD MANAGEMENT AGREEMENT

Has any individual or entity identified in question 13A, and applicable attachments, ever held a management agreement with any other Massachusetts licensee?

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

Licensee Name	License Type	Municipality	Date(s) of Agreement

13E. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

Have any of the disclosed licenses listed in question section 13B, 13C, 13D ever been suspended, revoked or cancelled?

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

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

13F. TERMS OF AGREEMENT

a. Does the agreement provide for termination by the licensee?

Yes ☐ No ☒

b. Will the licensee retain control of the business finances?

Yes ☐ No ☒

c. Does the management entity handle the payroll for the business?

Yes ☐ No ☒

d. Management Term Begin Date

e. Management Term End Date

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

☐ \$ per month/year (indicate amount)

☐ % of alcohol sales (indicate percentage)

☐ % of overall sales (indicate percentage)

☐ other (please explain)

ABCC Licensee Officer/LLC Manager

Management Agreement Entity Officer/LLC Manager

Signature:

Signature:

Title:

Title:

Date:

Date:

ADDITIONAL INFORMATION

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

To whom it may concern,

Please consider my application on good faith ! This will be my 2nd business in Sudbury and I will do my best to continue providing a good service and food for the community as I do with Franco's Trattoria wich I do take care of the Liquor license!

Best regards,

Alexandre Nunes Alvarenga

APPLICANT'S STATEMENT

I, Alexandre Nunes Alvarenga the: ☐ sole proprietor; ☐ partner; ☒ corporate principal; ☐ LLC/LLP manager
 Authorized Signatory


of Sudbury Point Grill
 Name of the Entity/Corporation

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

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

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

Signature:



Date: 05/02/2022

Title:

Pres/Owner

Attachment5.d: Conrads Transfer App_SB (5278 : Conrad's All Alcohol License Transfer Application)

ADDENDUM A**6. PROPOSED OFFICER, STOCK OR OWNERSHIP INTEREST (Continued...)**

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

Entity Name

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

Name of Principal

Residential Address

SSN

DOB

Title and or Position

Percentage of Ownership

Director/ LLC Manager

US Citizen

MA Resident

Name of Principal

Residential Address

SSN

DOB

Title and or Position

Percentage of Ownership

Director/ LLC Manager

US Citizen

MA Resident

Name of Principal

Residential Address

SSN

DOB

Title and or Position

Percentage of Ownership

Director/ LLC Manager

US Citizen

MA Resident

Name of Principal

Residential Address

SSN

DOB

Title and or Position

Percentage of Ownership

Director/ LLC Manager

US Citizen

MA Resident

Name of Principal

Residential Address

SSN

DOB

Title and or Position

Percentage of Ownership

Director/ LLC Manager

US Citizen

MA Resident

Name of Principal

Residential Address

SSN

DOB

Title and or Position

Percentage of Ownership

Director/ LLC Manager

US Citizen

MA Resident

Name of Principal

Residential Address

SSN

DOB

Title and or Position

Percentage of Ownership

Director/ LLC Manager

US Citizen

MA Resident

CRIMINAL HISTORY

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

☐ Yes ☐ No

Attachment5.d: Conrads Transfer App_SB (5278 : Conrad's All Alcohol License Transfer Application)

CORPORATE VOTE

The Board of Directors or LLC Managers of Sudbury Point Grill Inc
 Entity Name
 duly voted to apply to the Licensing Authority of Sudbury, MA and the
 City/Town
 Commonwealth of Massachusetts Alcoholic Beverages Control Commission on 05/09/2022
 Date of Meeting

For the following transactions (Check all that apply):

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

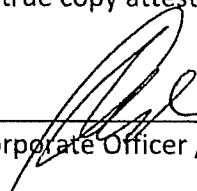
"VOTED: To authorize Alexandre Nunes Alvarenga
 Name of Person

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

"VOTED: To appoint Alexandre Nunes Alvarenga
 Name of Liquor License Manager

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

A true copy attest,


 Corporate Officer /LLC Manager Signature

Alexandre Nunes Alvarenga

(Print Name)

For Corporations ONLY

A true copy attest,

 Corporation Clerk's Signature

 (Print Name)



The Commonwealth of Massachusetts
William Francis Galvin

Secretary of the Commonwealth, Corporations Division
 One Ashburton Place, 17th floor
 Boston, MA 02108-1512
 Telephone: (617) 727-9640

Articles of Organization

(General Laws, Chapter 156D, Section 2.02; 950 CMR 113.16)

Identification Number: 001574824

ARTICLE I

The exact name of the corporation is:

SUDBURY POINT GRILL INC

ARTICLE II

Unless the articles of organization otherwise provide, all corporations formed pursuant to G.L. C156D have the purpose of engaging in any lawful business. Please specify if you want a more limited purpose:

ARTICLE III

State the total number of shares and par value, if any, of each class of stock that the corporation is authorized to issue. All corporations must authorize stock. If only one class or series is authorized, it is not necessary to specify any particular designation.

Class of Stock	Par Value Per Share Enter 0 if no Par	Total Authorized by Articles of Organization or Amendments		Total Issued and Outstanding
		<i>Num of Shares</i>	<i>Total Par Value</i>	
CNP	\$0.00000	100	\$0.00	100

G.L. C156D eliminates the concept of par value, however a corporation may specify par value in Article III. See G.L. C156D Section 6.21 and the comments thereto.

ARTICLE IV

If more than one class of stock is authorized, state a distinguishing designation for each class. Prior to the issuance of any shares of a class, if shares of another class are outstanding, the Business Entity must provide a description of the preferences, voting powers, qualifications, and special or relative rights or privileges of that class and of each other class of which shares are outstanding and of each series then established within any class.

ARTICLE V

The restrictions, if any, imposed by the Articles of Organization upon the transfer of shares of stock of any class are:

ARTICLE VI

Other lawful provisions, and if there are no provisions, this article may be left blank.

Note: The preceding six (6) articles are considered to be permanent and may be changed only by filing appropriate articles of amendment.

ARTICLE VII

The effective date of organization and time the articles were received for filing if the articles are not rejected within the time prescribed by law. If a *later* effective date is desired, specify such date, which may not be later than the 90th day after the articles are received for filing.

Later Effective Date: 4/8/2022 Time: 4:00 PM

ARTICLE VIII

The information contained in Article VIII is not a permanent part of the Articles of Organization.

a,b. The street address of the initial registered office of the corporation in the commonwealth and the name of the initial registered agent at the registered office:

Name: ALEXANDRE NUNES ALVARENGA
 No. and Street: 479 NORTHBORO RD WEST UNIT 2
 City or Town: MARLBOROUGH State: MA Zip: 01752 Country: USA

c. The names and street addresses of the individuals who will serve as the initial directors, president, treasurer and secretary of the corporation (an address need not be specified if the business address of the officer or director is the same as the principal office location):

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
PRESIDENT	ALEXANDRE NUNES ALVARENGA	479 NORTHBORO RD WEST UNIT 2 MARLBOROUGH, MA 01752 USA
TREASURER	RODRIGO GRAZINA BANKS LEITE	475 NORTHBORO RD WEST UNIT 4 MARLBOROUGH, MA 01752 USA
SECRETARY	ALEXANDRE NUNES ALVARENGA	479 NORTHBORO RD WEST UNIT 2 MARLBOROUGH, MA 01752 USA
VICE PRESIDENT	RODRIGO GRAZINA BANKS LEITE	475 NORTHBORO RD WEST UNIT 4 MARLBOROUGH, MA 01752 USA
DIRECTOR	RODRIGO GRAZINA BANKS LEITE	475 NORTHBORO RD WEST UNIT 4 MARLBOROUGH, MA 01752 USA
DIRECTOR	ALEXANDRE NUNES ALVARENGA	479 NORTHBORO RD WEST UNIT 2 MARLBOROUGH, MA 01752 USA

d. The fiscal year end (i.e., tax year) of the corporation:
 December

e. A brief description of the type of business in which the corporation intends to engage:

RESTAURANT

f. The street address (post office boxes are not acceptable) of the principal office of the corporation:

No. and Street: 120 BOSTON POST RD
 City or Town: SUDBURY State: MA Zip: 01776 Country: USA

g. Street address where the records of the corporation required to be kept in the Commonwealth are located (post office boxes are not acceptable):

No. and Street: 120 BOSTON POST RD
 City or Town: SUDBURY State: MA Zip: 01776 Country: USA

which is

☒ its principal office ☐ an office of its transfer agent
☐ an office of its secretary/assistant secretary ☐ its registered office

Signed this 7 Day of April, 2022 at 11:26:53 AM by the incorporator(s). *(If an existing corporation is acting as incorporator, type in the exact name of the business entity, the state or other jurisdiction where it was incorporated, the name of the person signing on behalf of said business entity and the title he/she holds or other authority by which such action is taken.)*

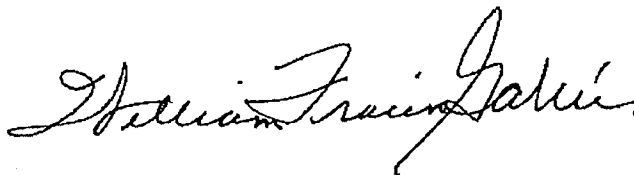
ALEXANDRE NUNES ALVARENGA

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 All Rights Reserved

THE COMMONWEALTH OF MASSACHUSETTS

I hereby certify that, upon examination of this document, duly submitted to me, it appears that the provisions of the General Laws relative to corporations have been complied with, and I hereby approve said articles; and the filing fee having been paid, said articles are deemed to have been filed with me on:

April 07, 2022 11:25 AM

A handwritten signature in black ink, reading "William Francis Galvin". The signature is written in a cursive, flowing style.

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth



Commonwealth of Massachusetts
Department of Revenue
Geoffrey E. Snyder, Commissioner
mass.gov/dor

Letter ID: L1955886528
Notice Date: June 6, 2022
Case ID: 0-001-553-546

5.d



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



SUDBOBCON INC
120 BOSTON POST RD
SUDBURY MA 01776-2404



Why did I receive this notice?

The Commissioner of Revenue certifies that, as of the date of this certificate, SUDBOBCON INC is in compliance with its tax obligations under Chapter 62C of the Massachusetts General Laws.

This certificate doesn't certify that the taxpayer is compliant in taxes such as unemployment insurance administered by agencies other than the Department of Revenue, or taxes under any other provisions of law.

This is not a waiver of lien issued under Chapter 62C, section 52 of the Massachusetts General Laws.

What if I have questions?

If you have questions, call us at (617) 887-6400 or toll-free in Massachusetts at (800) 392-6089, Monday through Friday, 9:00 a.m. to 4:00 p.m..

Visit us online!

Visit mass.gov/dor to learn more about Massachusetts tax laws and DOR policies and procedures, including your Taxpayer Bill of Rights, and MassTaxConnect for easy access to your account:

- Review or update your account
- Contact us using e-message
- Sign up for e-billing to save paper
- Make payments or set up autopay

Edward W. Coyle, Jr., Chief
Collections Bureau

Attachment5.d: Conrads Transfer App_SB (5278 : Conrad's All Alcohol License Transfer Application)

**SUDBURY SELECT BOARD**

Tuesday, June 14, 2022

MISCELLANEOUS (UNTIMED)**6: Ratify vote taken in Executive Session****REQUESTOR SECTION**

Date of request:

Requested by: Patty Golden

Formal Title: Ratify vote taken in Executive Session regarding Sudbury Supervisory Association Memorandum of Agreement.

Recommendations/Suggested Motion/Vote: Ratify vote taken in Executive Session regarding Sudbury Supervisory Association Memorandum of Agreement.

Background Information:

Financial impact expected:

Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

Patty Golden	Pending
Henry L Hayes	Pending
Town Counsel	Pending
Select Board	Pending

06/14/2022 6:00 PM

**SUDBURY SELECT BOARD**

Tuesday, June 14, 2022

MISCELLANEOUS (UNTIMED)**7: Interview candidates for Council on Aging****REQUESTOR SECTION**

Date of request:

Requestor: Debra Galloway, Senior Center Director

Formal Title: Interview two candidates for appointment. Following interview, vote whether to appoint Marilyn Tromer, 26 Clark Lane, and Colin Warwick, 16 Maynard Farm Circle, to the Council on Aging (COA) both for terms ending 5/31/25.

Recommendations/Suggested Motion/Vote: Interview two candidates for appointment. Following interview, vote whether to appoint Marilyn Tromer, 26 Clark Lane, and Colin Warwick, 16 Maynard Farm Circle, to the Council on Aging (COA) both for terms ending 5/31/25.

Background Information:
attached applications and memo from Debra Galloway.

Financial impact expected:

Approximate agenda time requested: 20 minutes

Representative(s) expected to attend meeting:

Review:

Patty Golden	Pending
Henry L Hayes	Pending
Town Counsel	Pending
Select Board	Pending

06/14/2022 6:00 PM



Sudbury Senior Center
Council on Aging
Town of Sudbury, Massachusetts

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

May 10, 2022

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

Dear Members of the Select Board,

The Board of the Sudbury Council on Aging has interviewed candidates for appointment to the Council on Aging to fill Council on Aging vacancies. At their regular meeting on Monday, May 9, 2022, the Council on Aging unanimously voted to recommend Marilyn Tromer and Colin Warwick to begin new terms on June 1, 2022. Please find their applications enclosed with this letter. We are very happy to welcome Marilyn and Colin to the Sudbury Council on Aging.

At the May 9 meeting, the Council on Aging also voted to recommend appointment of Robert Lieberman to a second term on the COA. We thank Bob for his service to the COA and Town and appreciate his willingness to continue to serve.

Sincerely,

Debra Galloway, Director

for the Sudbury Council on Aging

Attachments: COA Applications for Marilyn Tromer and Colin Warwick

f:\coa board\membership\selectmen letter re board appointee to fill vacancy 2019.doc

Attachment 7.a: Recommendation to Select Board May 2022_memo (5266 : Interview candidates for Council on Aging)

TOWN OF SUDBURY
APPLICATION FOR APPOINTMENT

SELECT BOARD
 278 OLD SUDBURY ROAD
 SUDBURY, MA 01776

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

Board or Committee Name: _____

Name: _____

Address: _____ Email Address: _____

Home phone: _____ Work or Cell phone: _____

Years lived in Sudbury: _____

Brief resume of background and pertinent experience:

Municipal experience (if applicable):

Educational background:

Reason for your interest in serving:

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

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

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

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

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

Signature _____ Date _____

Attachment to Application for the Council on Aging, 3/31/22

For most of my 40 years in “business” was as a human-resources professional, both as an individual contributor and in management positions. Since “retiring” in 2001, I have had a custom sewing business, Time-Out Creations, specializing in custom treatments for the home. For the last 15 years I have served on the Board of Charles River Dog Training Club, and am currently President of Sudbury Villagers, a social and civic organization, now in our 50th year of existence. In the first year of this pandemic, I made over 1,200 cloth masks, donating about half to organizations in need, and the other half “sold”, with the proceeds donated to the Sudbury Food Pantry.

Marilyn Tromer

TOWN OF SUDBURY

APPLICATION FOR APPOINTMENT

SELECT BOARD
278 OLD SUDBURY ROAD
SUDBURY, MA 01776

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

Board or Committee Name: Sudbury Council on Aging

Name: Colin Warwick

Address: 16 Maynard Farm Cir

Home phone: [REDACTED]

Email Address: [REDACTED]

Work or Cell phone: [REDACTED]

Years lived in Sudbury: 20

Brief resume of background and pertinent experience:

My profile is here: <https://www.linkedin.com/in/cwarwick/>

Municipal experience (if applicable):

Board of Trustees, First Parish of Sudbury. Sudbury Democratic Town Committee.

Educational background:

Doctorate in physical sciences from the University of Oxford, UK

Reason for your interest in serving:

I know Peg Espinola from First Parish and SDTC and she told me it does good work for seniors.

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

All (retired)

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

No

CW _____ (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

Colin Warwick

Date February 21, 2022

Attachment 7.d: Warwick Colin 2022 redact (5266 : Interview candidates for Council on Aging)

**SUDBURY SELECT BOARD**

Tuesday, June 14, 2022

MISCELLANEOUS (UNTIMED)**8: Approve LSRHS E&D funds****REQUESTOR SECTION**

Date of request:

Requestor: Bella Wong, LSRHS Superintendent/Principal

Formal Title: Discussion and possible vote to approve Lincoln-Sudbury Regional High School Excess & Deficiency funds. In attendance will be Bella Wong, LSRHS Superintendent.

Recommendations/Suggested Motion/Vote: Discussion and possible vote to approve Lincoln-Sudbury Regional High School Excess & Deficiency funds. In attendance will be Bella Wong, LSRHS Superintendent.

Background Information:
attached document

Financial impact expected:

Approximate agenda time requested: 15 minutes

Representative(s) expected to attend meeting:

Review:

Patty Golden	Pending
Henry L Hayes	Pending
Town Counsel	Pending
Select Board	Pending

06/14/2022 6:00 PM

From: Bella Wong <bella_wong@lsrhs.net<mailto:bella_wong@lsrhs.net>>>
 Sent: Thursday, May 5, 2022 12:30 PM
 To: Glass, Jennifer <JGlassSelect@lincolntown.org<mailto:JGlassSelect@lincolntown.org>>>; Higgins, Timothy S. <higginst@lincolntown.org<mailto:higginst@lincolntown.org>>>; Andrew Payne <andy@payne.org<mailto:andy@payne.org>>>; Nancy Marshall <nfmarshall23@gmail.com<mailto:nfmarshall23@gmail.com>>>; Hayes, Henry <HayesH@sudbury.ma.us<mailto:HayesH@sudbury.ma.us>>>; Roberts, Jennifer <RobertsJ@sudbury.ma.us<mailto:RobertsJ@sudbury.ma.us>>>; ericpoch@gmail.com<mailto:ericpoch@gmail.com>>>; Michael Joachim <mjoachim102@gmail.com<mailto:mjoachim102@gmail.com>>>; LSRHS School Committee <schoolcom@lsrhs.net<mailto:schoolcom@lsrhs.net>>>; Kevin Mahoney <kevin_mahoney@lsrhs.net<mailto:kevin_mahoney@lsrhs.net>>>
 Subject: LS FY 21 E & D has been certified

Dear Chairs, LS Liaisons, Town Manager and Town Administrator, and School Committee,

I am pleased to share that the LS FY21 E & D has been certified in the amount of \$ 1,175,040. A copy is attached. This certification expires after June 30, 2022. I will seek LS School Committee's approval to transfer \$500,000 to the LS Stabilization Fund for the purpose of large capital asset replacement and/or renovation and to transfer \$250,000 to the LS OPEB Trust Account. Once the LS School Committee takes action letters of notice will be transmitted to all of you who are on this email.

Please do not hesitate to direct any questions you may have to me.

Thank you,
 Bella

--

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

Attachment8.a: Bella_Wong_email_FY21_ED (5264 : Approve LSRHS E&D funds)

EXCERPT FROM:**LINCOLN-SUDBURY REGIONAL SCHOOL DISTRICT
SCHOOL COMMITTEE MEETING
MINUTES
MAY 10, 2022****Superintendent/Principal Report**

Ms. Wong reported that the LS FY23 Budget and Capital Budgets have been approved by the Town of Sudbury during its recent Town Meeting and was approved by the Town of Lincoln in March 2022. She expressed her gratitude to both towns and the many boards that worked toward this conclusion.

The Department of Revenue has approved the Excess and Deficiency Certification for LS, the certificate was received on Thursday, May 5, 2022. Ms. Wong requested that the LS School Committee vote to transfer \$250,000 to the LS OPEB Trust Fund and \$500,000 to the LS Stabilization Fund. Once voted, a letter will be sent to the Lincoln Select Board and the Sudbury Select Board to notify them of the intended transfer.

VOTE: Harold Engstrom offered a motion to approve the transfer of Excess and Deficiency Funds to the LS OPEB Trust (\$250,000) and to the LS Stabilization Fund (\$500,000). Candace Miller seconded the motion. There was no further discussion. All were in favor via roll call vote. Cara Endyke-Doran and Kevin Matthews were absent.

SUBMITTED BY	Kirsteen Patterson	DISTRICT	Lincoln Sudbury RSD
PHONE	978-443-9961 x2383	SUBMISSION DATE	11/01/21
FIELD REP	Amy Handfield	SUBMISSION COMPLETE DATE	04/28/22

EXCESS AND DEFICIENCY CALCULATION

BEGIN:

UNRESERVED FUND BALANCE/EXCESS AND DEFICIENCY	1,311,507
---	-----------

LESS:

OTHER RECEIVABLE, OVERDRAWN ACCOUNTS, DEFICITS

GF Accounts Receivable	53,370
Middlesex County Retiree Receivable	8,152
MTRS Retiree Receivable	44,061
Retiree Direct Billing (see detail)	7,735
Sailing	327
Athletics	12,536
Gifts, Donations, Misc. Athletic	10,286
Additional Sheet	-
	136,467

ADD:

CIRCUIT BREAKER, OTHER CLOSED ACCOUNTS, ADJUSTMENTS

		-

TOTAL CERTIFIED UNENCUMBERED EXCESS AND DEFICIENCY	1,175,040
--	-----------

UNENCUMBERED E & D IN EXCESS OF 5% CALCULATION

OPERATING AND CAPITAL BUDGET	34,864,792
5% OF BUDGET	1,743,240
TOTAL IN EXCESS	-

REVIEWED BY:

Amy Handfield

DATE:

5/2/2022

PLEASE SEE CERTIFICATION LETTER

FOR DIRECTOR OF ACCOUNTS APPROVAL

Attachment 8.c: LS Excess and Deficiency Calculation Certified (5264 : Approve LSRHS E&D funds)



SUDBURY SELECT BOARD
Tuesday, June 14, 2022

MISCELLANEOUS (UNTIMED)
9: Adopt IHRA Definition of Antisemitism

REQUESTOR SECTION

Date of request:

Requestor: Sudbury Residents & Community Members

Formal Title: To vote whether or not the Town of Sudbury will adopt the International Holocaust Remembrance Alliance (IHRA) Working Definition of Antisemitism.

Recommendations/Suggested Motion/Vote: **To vote whether or not the Town of Sudbury will adopt the International Holocaust Remembrance Alliance (IHRA) Working Definition of Antisemitism.**

Background Information:
Please see attached.

Financial impact expected:

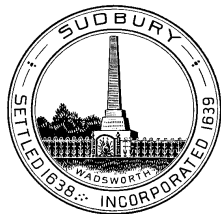
Approximate agenda time requested:

Representative(s) expected to attend meeting: Martin Brauer & Andrew Goldberg (Sudbury resident),
Congregation Beth El Combating Antisemitism Taskforce

Review:

Patty Golden	Pending
Henry L Hayes	Pending
Town Counsel	Pending
Select Board	Pending

06/14/2022 6:00 PM



TOWN OF SUDBURY

Office of Select Board
www.sudbury.ma.us

Flynn Building
278 Old Sudbury Rd
Sudbury, MA 01776-1843
978-639-3381

Email: sbadmin@sudbury.ma.us

INTERNATIONAL HOLOCAUST REMEMBRANCE ALLIANCE (IHRA) WORKING DEFINITION OF ANTISEMITISM

In the spirit of the Stockholm Declaration that states: “With humanity still scarred by ...antisemitism and xenophobia the international community shares a solemn responsibility to fight those evils” the committee on Antisemitism and Holocaust Denial called the IHRA Plenary in Budapest 2015 to adopt the following working definition of antisemitism.

On 26 May 2016, the IHRA Plenary decided to adopt the following nonlegally binding working definition of Antisemitism:

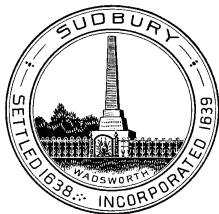
Antisemitism is a certain perception of Jews, which may be expressed as hatred toward Jews. Rhetorical and physical manifestations of antisemitism are directed toward Jewish or non-Jewish individuals and/or their property, toward Jewish community institutions and religious facilities.

To guide IHRA in its work, the following examples may serve as illustrations:

Manifestations might include the targeting of the state of Israel, conceived as a Jewish collectivity. However, criticism of Israel similar to that leveled against any other country cannot be regarded as antisemitic. Antisemitism frequently charges Jews with conspiring to harm humanity, and it is often used to blame Jews for “why things go wrong.” It is expressed in speech, writing, visual forms and action, and employs sinister stereotypes and negative character traits.

Contemporary examples of antisemitism in public life, the media, schools, the workplace, and in the religious sphere could, taking into account the overall context, include, but are not limited to:

- Calling for, aiding, or justifying the killing or harming of Jews in the name of a radical ideology or an extremist view of religion.
- Making mendacious, dehumanizing, demonizing, or stereotypical allegations about Jews as such or the power of Jews as collective — such as, especially but not exclusively, the myth about a world Jewish conspiracy or of Jews controlling the media, economy, government or other societal institutions.
- Accusing Jews as a people of being responsible for real or imagined wrongdoing committed by a single Jewish person or group, or even for acts committed by non-Jews



TOWN OF SUDBURY

Office of Select Board
www.sudbury.ma.us

Flynn Building
278 Old Sudbury Rd
Sudbury, MA 01776-1843
978-639-3381

Email: sbadmin@sudbury.ma.us

- Denying the fact, scope, mechanisms (e.g. gas chambers) or intentionality of the genocide of the Jewish people at the hands of National Socialist Germany and its supporters and accomplices during World War II (the Holocaust).
- Accusing the Jews as a people, or Israel as a state, of inventing or exaggerating the Holocaust.
- Accusing Jewish citizens of being more loyal to Israel, or to the alleged priorities of Jews worldwide, than to the interests of their own nations.
- Denying the Jewish people their right to self-determination, e.g., by claiming that the existence of a state of Israel is a racist endeavor.
- Applying double standards by requiring of it a behavior not expected or demanded of any other democratic nation.
- Using the symbols and images associated with classic antisemitism (e.g., claims of Jews killing Jesus or blood libel) to characterize Israel or Israelis.
- Drawing comparisons of contemporary Israeli policy to that of the Nazis.
- Holding Jews collectively responsible for actions of the state of Israel.

Antisemitic acts are criminal when they are so defined by law (for example, denial of the Holocaust or distribution of antisemitic materials in some countries).

Criminal acts are antisemitic when the targets of attacks, whether they are people or property – such as buildings, schools, places of worship and cemeteries – are selected because they are, or are perceived to be, Jewish or linked to Jews.

Antisemitic discrimination is the denial to Jews of opportunities or services available to others and is illegal in many countries.

On May 31, 2022, The Sudbury Select Board hereby adopt the *IHRA Working Definition of Antisemitism* and support building awareness of the definition and its purpose in identifying and responding to antisemitism.

SELECT BOARD

Charles G. Russo, Chair

Daniel E. Carty

Janie W. Dretler, Vice-Chair

Lisa Kouchakjian

Jennifer Roberts

Proposal to Sudbury Select Board

To adopt the IHRA definition of Antisemitism
and support related education.

Why Define Antisemitism?

- ▶ We learn in life that the best first step in solving a problem is to define it.

Background

- ▶ Lappin Foundation event 3/28/22 “Two Steps Forward Against Antisemitism Summit for MA Mayors & Town Officials” proposed that towns adopt the **International Holocaust Remembrance Alliance (IHRA)** Working Definition and recognize International Holocaust Remembrance Day Jan. 27th or / and Holocaust Education month.
- ▶ Congregation Beth El’s Board of Directors and several towns have since adopted the Definition

A Troubling Environment

- In 2020, 57% of religious hate crimes were against Jews, even though Jews are only 2% of the US population
- Many synagogues lock doors and hire security personnel
- Antisemitism is the canary in the coal mine.

IHRA definition

An educational tool; not a legal guide.

“Antisemitism is a certain perception of Jews, which may be expressed as hatred toward Jews. Rhetorical and physical manifestations of antisemitism are directed toward Jewish or non-Jewish individuals and/or their property, toward Jewish community institutions and religious facilities.”

The Advantages of Adopting a Definition

- ▶ Common language and terminology
- ▶ Illustrative examples provided to differentiate fair criticism from antisemitism, and to highlight common themes and conspiracies— some originating in ancient times.

Worldwide Support

IHRA definition has been approved by over 1,000 entities

- 34 countries, including US State Department
- UN and OAS
- European Organizations
- Three successive US Administrations (Obama, Trump & Biden)
- Scores of Universities, Municipalities, NGOs & State Governments
- Many Jewish Organizations –
 - ✓ Anti-Defamation League & Religious Action Center of Reform Judaism
 - ✓ 51 of 53 presidents of major Jewish organizations

Local Support

- ▶ Beth El's Taskforce is already reaching out to local churches to build their support in working together against extremist hate – including antisemitism.
- ▶ “Interdependence Day” event is planned for 6/19/22.
- ▶ Work is proceeding with the School Department on policies regarding responding to incidents

Thank You!

CONGREGATION BETH EL'S COMBATING ANTISEMITISM TASKFORCE

5/23/22

To the Sudbury Select Board:

Antisemitism is a terrible prejudice which has unfortunately been growing throughout our country and the world. Although there are some people who are actively fanning the flames of this evil, many either know very little or are indifferent to bigotry against Jews. It is generally accepted that the most effective way to combat antisemitism is through education. For this reason, I believe that adopting the IHRA definition of antisemitism is important for the Town of Sudbury. It would create opportunities for learning and understanding.

Please adopt the IHRA definition in our town.

Thank you and best regards,

Dr. Alexander Gruentzig, 255 Marlboro Rd, Sudbury, MA01776

Sent from my iPhone

5/23/22

To the Sudbury Select Board:

Antisemitism is a terrible prejudice which has unfortunately been growing throughout our country and the world. Although there are some people who are actively fanning the flames of this evil, many either know very little or are indifferent to bigotry against Jews. It is generally accepted that the most effective way to combat antisemitism is through education. For this reason, I believe that adopting the IHRA definition of antisemitism is important for the Town of Sudbury. It would create opportunities for learning and understanding.

Please adopt the IHRA definition in our town.

I know this is a form letter, but do not let this fact diminish the strength of our desire to address antisemitism.

Thank you and best regards,

Allison and Jeff Sacher

12 Chanticleer Rd

5/24/22

To the Sudbury Select Board:

Antisemitism is a terrible prejudice which has unfortunately been growing throughout our country and the world. Although there are some people who are actively fanning the flames of this evil, many either know very little or are indifferent to bigotry against Jews. It is generally accepted that the most effective way to combat antisemitism is through education. For this reason, I believe that adopting the IHRA definition of antisemitism is important for the Town of Sudbury. It would create opportunities for learning and understanding.

Please adopt the IHRA definition in our town.

Thank you and best regards,

Amy and David Rose

35 Stone Root Lane
Sudbury

5/23/22

To the Sudbury Select Board:

It is no secret that Antisemitism is on the rise and is becoming more and more prevalent in the lives of Jewish people across the globe.

While there are organizations who are doing their best to combat prejudice, ignorance and hatred toward the Jewish population, more education is urgently needed.

By adopting the IHRA definition of antisemitism in the Town of Sudbury, we have an opportunity to lead by example and demonstrate that we, the Town of Sudbury, support our Jewish neighbors, friends, students and colleagues and are committed to doing what we can through education to help extinguish hateful acts Jews are experiencing daily.

It is with hope that Sudbury will support adopting the IHRA definition and help create a better environment for all.

Please adopt the IHRA definition in our town.

Thank you and best regards,

Andrea and Jeff Brener
9 Blacksmith Drive
Sudbury

6/7/22

Re: IHRA Definition of Antisemitism
To Whom It May Concern,

To many, the Holocaust seems like history that is nearly forgotten, something that is learned about only in high school History classes, and it is discussed as something that could never possibly happen again. However, for me, a grandson of Holocaust survivors, the Holocaust is the reason why my family is not bigger. I never had the opportunity to meet my many Great Uncles or Great Aunts, they perished decades before me as young adults, shot, gassed or tortured and killed in Auschwitz. I learned about the destruction of 6 million Jews, not from History books, but in stories from my grandparents; how they caught the last boat out of Germany, forged documents, and snuck gold in their shoes. These are not old stories of long ago to me, they are how my grandparents survived.

The reason that many in my grandparents' generation didn't leave Nazi-territory is because they thought the same words that I hear today, "it could never happen to us, it could never happen in this country." I can't tell you how many arguments I have had with Sudbury citizens who tell me antisemitism doesn't exist in one sentence and then laugh in the next sentence when I bring up the Holocaust. Antisemitism has happened since the beginning of Jewish history and unfortunately, still continues and thrives today.

I am raising three small children hoping that they will not notice when a restaurant owner makes comments about how "those people own the banks", or when a nearby friend asks another if they got "Jew'ed" at Christmas. It happens to me all the time, what age is appropriate for it to happen to my children? Jews are the most consistently targeted religious community in the US. In the FBI's report of hate crime statistics for 2020, hate crimes against Jews comprised 54.9% of all religious bias crimes, while Jews make up only 2.4% of the US population. In 2021, the Anti-Defamation League recorded 2,717 antisemitic incidents in the US alone, a 34% increase from the year before.

I can't help but notice the rapidity at which Sudbury residents rightfully rise up in support of other minorities, but somehow, when it comes to Jews, everyone prefers to look the other way. Antisemitism is on the rise, reaching record highs, despite how everyone would like to pretend it doesn't exist. In July of last year, a rabbi was stabbed just outside a Jewish school in Boston. And in a small town, word quickly spreads about the swastikas found painted or carved at the High School, the Middle School and also at the elementary schools. From discussions and threads on Sudbury Facebook pages, you can see where these children are learning their hatred. Antisemitism is prevalent, consistent and constant, and it is happening right in our backyard. Adopting the IHRA definition of antisemitism will help to not only spread awareness that antisemitism occurs today, but also to show your Jewish Sudbury residents that they are a welcome and included part of the community.

I thank you for your time and consideration,

Andrew Blank
168 Horse Pond Road
Sudbury, MA 01776

5/22/22

I believe that Sudbury should adopt the IHRA definitio because a public adoption of antisemitism makes it clear that Sudbury will not allow antisemetic acts and opens the door to conversations when casual antisemetic remarks and deeds are done.

As a parent of three LS graduates, I have heard a variety of antisemetic remarks made, mostly inadvertently, by people working with my children in Boy Scouts and Girls Scouts. The remarks were disturbing because they were both incorrect and offhand -- as though the speakers were uttering obvious truths. When I pointed out the fact that Jewish people are not like the caricatures presented, the people who shared antisemetic and false ideas ignored me. Had I an official statement from the town, I would have had a solid basis on which to start a conversation about what these kind, well-meaning people had said and why that was inappropriate.

In addition, having an official definition of antisemitism opens a broader discussion of why any form of racism is wrong. The adoption of the IHRA statement allows the town to declare itself against racism and distortion of history.

Please adopt the IHRA definition.

Sincerely,

Helene Simon
158 Newbridge Road
Sudbury, MA 01776

5/24/22

Members of the Select Committee

We have been residents of Sudbury for over 30 years. Sudbury has always been proactive in supporting human rights and combating antisemitism in any form.. .

Antisemitism is a terrible prejudice. As you are no doubt aware, it has been rapidly spreading throughout our country and the world. Although there are some people who actively fan the flames of hate, many others know little about bigotry against members of the Jewish faith. The most effective way to combat antisemitism is through education. I strongly believe one way to do this is to support and adopt the International Holocaust Remembrance Alliance (IHRA) definition of antisemitism by the Town of Sudbury. This would create opportunities for learning, discussion and understanding. Please shown your support by adopting this resolution for our community.

Best regards

Scott and Lorraine Herzog
99 Blueberry Hill Lane
Sudbury, MA

5/23/22

To the Sudbury Select Board:

Antisemitism is a terrible prejudice which has unfortunately been growing throughout our country and the world. Although there are some people who are actively fanning the flames of this evil, many either know very little or are indifferent to bigotry against Jews. It is generally accepted that the most effective way to combat antisemitism is through education. For this reason, I believe that adopting the IHRA definition of antisemitism is important for the Town of Sudbury. It would create opportunities for learning and understanding.

Please adopt the IHRA definition in our town.

Thank you and best regards,

Howard Wolke

1 Pinewood Ave

5/24/22

To the Sudbury Select Board:

Antisemitism is a terrible prejudice which has unfortunately been growing throughout our country and the world, and sadly has been seen over the past couple years in our own Sudbury Public School System. Although there are some people who are actively fanning the flames of this evil, many either know very little or are indifferent to bigotry against Jews. It is generally accepted that the most effective way to combat antisemitism is through education. For this reason, I believe that adopting the IHRA definition of antisemitism is important for the Town of Sudbury. It would create opportunities for learning and understanding.

Please adopt the IHRA definition in our town.

Thank you and best regards,

Jillian Selman Gruentzig

255 Marlboro Rd

Sudbury, Ma 01776

5/23/22

To the Sudbury Select Board:

As a resident of Sudbury and as President of Congregation Or Atid in Wayland, I am writing in support of the Town of Sudbury adopting the non-legally binding IHRA Working Definition of Antisemitism.

The attached Resolution in Support of the IHRA Working Definition of Antisemitism was recently approved by Congregation Or Atid's Board of Directors. Many of our members are residents in Sudbury.

Antisemitic acts have dramatically increased in the United States over the past several years. Hate crimes against Jews, which used to be limited to swastikas being found in Jewish cemeteries or painted on Jewish buildings, have included the stabbing of Rabbi Shlomo Naginski in Brighton, and the murder of Jews in their synagogues.

Our synagogue now requires a security detail in order for our children to safely attend religious school and to ensure the safety of our members, their friends and families, and anyone wishing to attend events at Or Atid.

Even in Massachusetts we have witnessed antisemitic and racist actions in our schools.

It is our responsibility to educate our neighbors and their children about this age-old hatred and to enlist them in confronting it. I believe that by adopting the IHRA Working Definition the Town of Sudbury will provide an important tool to open opportunities for discovery and learning, leading to greater understanding and comity among neighbors.

Please adopt the IHRA definition in our town.

Thank you for your consideration,

Larry Sternberg
7 Rambling Road
Sudbury

President
Congregation Or Atid
Wayland, Massachusetts

5/23/22

To the Sudbury Select Board:

Antisemitism is a terrible prejudice which has unfortunately been growing throughout our country and the world. Although there are some people who are actively fanning the flames of this evil, many either know very little or are indifferent to bigotry against Jews. It is generally accepted that the most effective way to combat antisemitism is through education. For this reason, we believe that adopting the IHRA definition of antisemitism is important for the Town of Sudbury. It would create opportunities for learning and understanding.

Please adopt the IHRA definition in our town.

Thank you and best regards,

Kay and Neill Silverman
12 Farmstead Lane,
Sudbury

5/24/22

To the Sudbury Select Board:

Antisemitism is a terrible prejudice which has unfortunately been growing throughout our country and the world. Although there are some people who are actively fanning the flames of this evil, many either know very little or are indifferent to bigotry against Jews. It is generally accepted that the most effective way to combat antisemitism is through education. For this reason, I believe that adopting the IHRA definition of antisemitism is important for the Town of Sudbury. It would create opportunities for learning and understanding.

Please adopt the IHRA definition in our town.

Thank you and best regards,

Lisa Schwarzwald
27 Surrey Lane

lisa424@brandeis.edu
978.424.3640

5/23/22

Sudbury Select Board,

This is from Mark Krasnow. I have been a resident of Sudbury for about 20 years.

Antisemitism is a terrible prejudice which has unfortunately been growing throughout our country and the world. I grew up in Oklahoma before moving to Massachusetts; I have personally experienced multiple acts of antisemitism in my life. I pay close attention to statistics about antisemitism in our country; it is alarming.

Although there are some people who are actively fanning the flames of this evil, many either know very little or are indifferent to bigotry against Jews. There is tremendous ignorance and lack of knowledge.

It is generally accepted that the most effective way to combat antisemitism is through education. For this reason, I believe that adopting the IHRA definition of antisemitism is important for the Town of Sudbury. It would create opportunities for learning and understanding in our community.

I ask you to please review and adopt the IHRA definition in our town. Many other organizations and communities have adopted this definition.

Thank you and best regards,

Mark Krasnow
9 Churchill Street, Sudbury

5/24/22

To the Sudbury Select Board,

I think it is an important step, given the current climate of growing antisemitism in our country, to adopt the IHRA definition for our town. Standing by and doing nothing allows evil to flourish. Education is one effective way the Town of Sudbury can take to combat this trend.

Please adopt the IHRA definition.

Sincerely,

Mark Durschlag
40 Tall Pine Dr. Unit 13

5/23/22

To the Sudbury Select Board:

Antisemitism is a terrible prejudice which has unfortunately been growing throughout our country and the world as well as right here at home in Sudbury. Rather than fan the flames of bigotry and hate, it is incumbent upon leaders to take a stand.

The most effective way to combat antisemitism or hate of any kind, is through education. Adopting the IHRA definition of antisemitism would create new opportunities for learning and understanding. This is really important to maintain our inclusivity and openness as a community.

Please adopt the IHRA definition.

Thank you,

Mark Rosenthal

445 Dutton Rd, Sudbury, MA 01776

5/24/22

To members of the Select Board,

As residents of Sudbury since 1994, having two sons grow up benefiting from our town's fine schools, neighborhoods, and youth sports groups, we urge you to enable Sudbury's adoption of the IHRA working definition of antisemitism.

While we have not personally been victimized, it is alarming to us that the Anti-Defamation League has recorded a total of 108 antisemitic incidents in Massachusetts last year, a 48 percent increase from 2020 incidents. They included 58 incidents of vandalism (compared to 35 in 2020) and 48 of harassment increased (compared to 38 in 2021). And there were 2 notorious incidents of assault, whereas there was only 1 in the previous 2 years. We firmly agree with ADL's conclusion that "...antisemitism remains a pervasive ill in our society that must be stemmed, or else we risk normalizing this hatred."

Communities and governments throughout our region, country, and the world are recognizing the value of the IHRA working definition, as a common standard vocabulary and toolset, for educating and communicating the harms inflicted by antisemitism that impact more than just Jewish people.

It has been three months since Charlie Baker announced Massachusetts's endorsement of the IHRA's definition. Several towns in Greater Boston have since stepped up to adopt it. Let's see Sudbury join them.

Sincerely,

Neil and Jane Meltzer
21 Churchill St.
Sudbury

5/20/22

Good morning,

Attached please find my letter of support for the IHRA definition of antisemitism, and its adoption by Sudbury's Select Board, as requested by Rabbi Breindel on May 19.

Joel Guillemette

May 20, 2022

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

Dear Partners in Public Service,

As you prepare to discuss and decide a request for the Board's support for the IHRA definition of antisemitism, I write to share briefly my reflection on a valuable expression of the global consensus that systemic hatred and injustice levied against any group of people is never justified.

Antisemitism is a certain perception of Jews, which may be expressed as hatred toward Jews.

Rhetorical and physical manifestations of antisemitism are directed toward Jewish or non-Jewish individuals and/or their property, toward Jewish community institutions and religious facilities.

Support for the IHRA definition has been widespread, as you know, though not uncontested. A particular concern speculates that the definition might be used to mute legitimate protests against injustices that may be committed by the State of Israel by labeling such protests antisemitic. However, the world's long history of religious and political intolerance toward Jews suggests to me that the benefits of the IHRA's definition far outweigh its potential for misuse.

Therefore, to promote the equity and justice toward which all citizens of Sudbury aspire, I urge the Board to adopt the definition as a clear statement of what our town means when we condemn antisemitism in any of its many guises.

Thank you for your consideration and leadership in our community.

Respectfully,

Joel B. Guillemette

The Rev. Joel B. Guillemette, Pastor
Sudbury United Methodist Church
251 Old Sudbury Road
Sudbury, MA 01776

5/31/22

Dear Sudbury Select Board Chair, Vice Chair and members,

I am writing on behalf of Congregation B'nai Torah of Sudbury, our Board President, Rob Sherman, and Social Action Committee Chairs, Jane Adolph and Susan Pettit, to enthusiastically endorse the proposed adoption of the IHRA Definition of Antisemitism for the Town of Sudbury. It is our understanding that The Sudbury Select Board is considering formal adoption of this important definition of antisemitism and one that is already widely in use nationally and internationally. We believe that putting the IHRA Definition into practice will "support building awareness of the definition and its purpose in identifying and responding to antisemitism."

The members of Congregation B'nai Torah, together with its clergy members and staff, wholeheartedly champion the IHRA Definition of Antisemitism and believe that it will go a long way in raising awareness among the residents of Sudbury. Further, we feel that it will not only be a tool to help fight against antisemitism in our Town and the surrounding areas, but also will be important in combatting racism, prejudice, hatred, and "othering" of all types as well.

We feel fortunate to live and work in Sudbury, and are proud of our Town's Select Board for your active work in mitigating hatred of all kinds and embracing diversity and inclusion as important value-based philosophies and practices in your leadership of our historic Town. We do hope that this proposal will appear on an upcoming Select Board agenda and, together with the other letters of support, that the Board will accept this communication as our endorsement of the proposed adoption of the IHRA Definition of Antisemitism. It is our deepest desire that, if endorsed by the Select Board, the IHRA Definition of Antisemitism will be positively used as a guideline for the Town's good and worthy communal endeavors and initiatives moving forward.

Please do not hesitate to be in touch with any questions and concerns.

We send warm regards and many thanks to all,

Rob Sherman, CBT President
Jane Adolph and Susan Pettit, CBT Social Action Chairs
Rabbi Lisa S. Eiduson, EdD

Rabbi Lisa S. Eiduson, EdD
Congregation B'nai Torah
225 Boston Post Road
Sudbury MA 01776

5/20/22

To the Sudbury Select Board,

On behalf of the Chabad Center of Sudbury, I would like to formally request of the Sudbury Select Board, to consider adopting the IHRA Definition of Antisemitism as it's definition of antisemitism. We feel, like so many others, that at a time of rising antisemitism in the world, including in Massachusetts, adopting this definition along with doing an annual event in town to mark World Holocaust Remembrance Day, would be a powerful tool in educating the younger generations about the evils of the Holocaust and of the dangers of antisemitism.

Thankfully Sudbury is a great and welcoming town which has had minimal incidents of antisemitism, and even when there were, they were roundly and loudly condemned by the community and leadership on every level. However adopting this resolution and considering observing World Holocaust Remembrance Day would serve as a powerful message about what our community stands for and to actually help overcome this kind of prejudice, along with others like it.

Thank you for the leadership you provide and for your consideration of this request.

In my capacity as Rabbi of the Chabad Center of Sudbury, I would be happy to collaborate and be of assistance with you on this effort as we move forward.

Yours truly,

Yisroel

Rabbi Yisroel Freeman | Chabad Center of Sudbury

100 Horse Pond Road, Sudbury, MA 01776

5/22/22

To whom it may concern;

I am writing in support of the IHRA definition of antisemitism. Antisemitism is hatred, and there is no room for it in any community.

Thank you,
Andrew

The Rev. Andrew Switter-Bentley, Rector
he | him | his

St. Elizabeth's Episcopal Church
1 Morse Road | Sudbury, MA 01776

www.st-elizabeths.org
andrew@st-elizabeths.org
978-443-6035 x122

Please note, I do not check or reply to messages on Fridays as it is my Sabbath.

5/23/22

As an ordained clergy of the United Church of Christ, a member of the Sudbury Interfaith Clergy Association, and a long time resident of the town of Sudbury; I want to say that I support the adoption of the IHRA definition of antisemitism. I have many friends who are Jewish and I have participated in many Interfaith activities in Sudbury and surrounding communities. These experiences have given me an insight into the experience of antisemitism and the harm that it can do. When I worked for a church in Bedford, MA in 2013, I saw the damage that could be done to the fabric of a town through antisemitic acts. I was proud that Sudbury has a long history of being proactive about this issue. I ask you to continue that history now.

Thank you,
Rev. Gail Wright
110 Pokonoket Ave.
Sudbury, MA

5/21/22

Dear public servants of Sudbury,

Anti-semitism is a scourge of hate that plagues our society. I support the IHRA definition that has been adopted by Temple Beth-El and urge the town to adopt it as well.

Thank you for discussing this.

Peace,

Rev. Sarah Hubbell

Sent from my iPhone

5/21/22

Greetings,

I wanted to write to you to lend my support to the idea of adapting the IHRA definition of antisemitism. I'm glad to hear that all three Jewish organizations in town support the change and my congregation and I are also happy to do so.

Thank you.

peace,
Tom

Rev. Tom O'Brien, Pastor and Teacher
he | him | his (What's this? mypronouns.org)

5/24/22

Members of the Select Committee

We have been residents of Sudbury for over 30 years. Sudbury has always been proactive in supporting human rights and combating antisemitism in any form.. .

Antisemitism is a terrible prejudice. As you are no doubt aware, it has been rapidly spreading throughout our country and the world. Although there are some people who actively fan the flames of hate, many others know little about bigotry against members of the Jewish faith. The most effective way to combat antisemitism is through education. I strongly believe one way to do this is to support and adopt the International Holocaust Remembrance Alliance (IHRA) definition of antisemitism by the Town of Sudbury. This would create opportunities for learning, discussion and understanding. Please shown your support by adopting this resolution for our community.

Best regards

Scott and Lorraine Herzog
99 Blueberry Hill Lane
Sudbury, MA

5/24/22

Dear Sudbury Select Board:

I am writing you to support the adoption of the International Holocaust Remembrance Alliance (IHRA) definition of antisemitism for the Town of Sudbury.

I have been very disturbed by the antisemitism that I have witnessed even in our own community in particular the rise in antisemitic posts that have appeared on my daughters' social media feeds often propagated by fellow Sudbury students; the incidences of swastika's appearing in vandalism at the schools over the years; and micro-aggressions I have experienced or witnessed in my local interactions. Once, I noticed that the saleswoman at TJMaxx who I had become acquainted with over the years was wearing a large Star of David necklace and she told me it was in response and protest to some shockingly antisemitic statements made by customers.

Taking the step of adopting the IHRA definition in town would create awareness and hopefully encourage citizen's to examine the impacts of their own biases and behaviors. Please adopt the IHRA definition in our town.

Thank you,
Yael Kupiec-Dar

77 Hemlock Rd.
Sudbury, MA 01776

**SUDBURY SELECT BOARD**

Tuesday, June 14, 2022

MISCELLANEOUS (UNTIMED)**10: OML ruling****REQUESTOR SECTION**

Date of request:

Requested by: Patty Golden

Formal Title: Discussion regarding the Attorney General's Office resolution of the Open Meeting Law (OML) complaint of Jan. 10, 2022

Recommendations/Suggested Motion/Vote: Discussion regarding the Attorney General's Office resolution of the Open Meeting Law (OML) complaint of Jan. 10, 2022.

Background Information:

Financial impact expected:

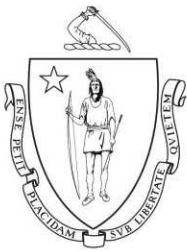
Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

Patty Golden	Pending
Henry L Hayes	Pending
Town Counsel	Pending
Select Board	Pending

06/14/2022 6:00 PM



THE COMMONWEALTH OF MASSACHUSETTS
OFFICE OF THE ATTORNEY GENERAL
ONE ASHBURTON PLACE
BOSTON, MASSACHUSETTS 02108

MAURA HEALEY
ATTORNEY GENERAL

(617) 727-2200
(617) 727-4765 TTY
www.mass.gov/ago

May 31, 2022

OML 2022 – 100

VIA EMAIL

Brian Riley, Esq.
KP Law, P.C.
101 Arch Street
Boston, MA 02110
[REDACTED]

RE: Open Meeting Law Complaint

Dear Attorney Riley:

This office received a complaint from Patricia Brown on January 10, 2022, alleging that the Sudbury Select Board (the “Board”) violated the Open Meeting Law, G.L. c. 30A, §§ 18-25. The complaint was originally filed with the Board on November 9, and you responded on behalf of the Board by letter dated December 1.¹ In her complaint, Ms. Brown alleges 1) that the Board discussed a topic at an October 26 meeting which was not listed on the meeting notice, and 2) that the notice for the Board’s November 3 meeting was insufficiently specific.

Following our review, we find that the Board did not violate the Open Meeting Law. In reaching this determination, we reviewed the original complaint, the Board’s response to the complaint, and the complainant’s request for further review. We also reviewed relevant portions of the video recordings of the Board’s October 26 and November 3 meetings. Finally, we reviewed the meeting notice of the Board’s October 26 and November 3 meetings.

DISCUSSION

1. The Board permissibly discussed an unanticipated topic at an October 26 meeting.

The Open Meeting Law requires public bodies to post notice no later than 48 hours in advance of any meeting, excluding Saturdays, Sundays and legal holidays, and to include on the meeting notice “a listing of topics that the chair reasonably anticipates will be discussed at the meeting.” G.L. c. 30A, § 20(b). A public body may discuss a truly unanticipated topic at a meeting, although the Attorney General strongly recommends that public bodies postpone

¹ Unless otherwise specified, all dates refer to 2021.

discussion and action on unanticipated topics that are controversial or may be of particular interest to the public if the topic can wait until a subsequent meeting. See OML 2020-172; OML 2019-131; OML 2018-119.²

During the public comment portion of the Board's October 26 meeting, a resident asked a question about the costs and scope of a town construction project, the Fairbank Community Center. The Town Manager and members of the Board responded to the question by providing their feedback regarding the Board's approach to rising costs associated with the project. The Board asserts, and we find no evidence to the contrary, that the resident's question and the discussion that followed were unanticipated by the Chair 48 hours in advance of the October 26 meeting. Absent evidence to the contrary, we credit the public body's account of the events. See OML 2019-132; OML 2016-58. As the discussion was not anticipated by the Chair, we find that the Board did not violate the Open Meeting Law by discussing the topic, though it was not listed on the meeting notice.

2. The Board's notice for a November 3 meeting was sufficiently specific.

The Open Meeting Law requires that a public body post notice of every meeting at least 48 hours in advance, and include the date, time and place of the meeting, as well as a "a listing of topics that the chair reasonably anticipates will be discussed at the meeting." G.L. c. 30A, § 20(b). The list of topics shall have sufficient specificity to reasonably advise the public of the issues to be discussed at the meeting. 940 CMR 29.03(l)(b). We generally consider a topic to be sufficiently specific when a reasonable member of the public could read the topic and understand the anticipated nature of the public body's discussion. See OML 2022-76; OML 2015-35.

The Law does not require the chair of a public body to guess what will occur at a meeting. See OML 2022-2; OML 2018-119. Where a public body's discussion naturally flows from its consideration of the posted agenda topic, the notice was sufficient to inform the public of the discussion that occurred. See OML 2018-14; OML 2014-44; OML 2014-38. Finally, the Law does not prohibit a public body from discussing topics in a different order than listed on the notice. See OML 2014-35.

Here, the notice for the Board's November 3 meeting contained two topics related to the town-owned Sewataro Property, to which the Board was considering expanding public access, though at that time the property was used only as a children's camp. Specifically, the two topics listed were, "3. Discussion on Sewataro Property resident survey. Subcommittee members Russo and Schineller to present[.]" and "4. Discussion on Sewataro Use Policy Document and discussion on other Sewataro goals." During approximately an hour and forty minutes of discussion, the Board discussed the two topics in an inter-related way, starting with the feedback received on a proposed resident survey, and moving to what information the Board would need in order to decide whether to extend a property management contract with the Sewataro camp operator and examining the sections of a proposed Sewataro Use Policy Document, which would govern expanding public access to the property. Although the discussion was lengthy and the two items sometimes overlapped, we find that the Board's discussion either directly pertained, or naturally flowed, from the two listed topics. We therefore find that the notice for the November 3

² All previous determinations issued by the Division can be found on the Attorney General's website: <https://www.mass.gov/the-open-meeting-law>.

meeting was sufficiently specific to advise the public regarding the anticipated topics to be discussed at the Board's November 3 meeting. Therefore, we find that the Board did not violate the Open Meeting Law.

CONCLUSION

For the reasons stated above, that the Board did not violate the Open Meeting Law. We now consider the complaint addressed by this determination to be resolved. This determination does not address any other complaints that may be pending with our office or the Board. Please feel free to contact the Division at (617) 963 - 2540 if you have any questions.

Sincerely,



Sarah Monahan
Assistant Attorney General
Division of Open Government

cc: Patricia Brown (via e-mail: [REDACTED])
Sudbury Board of Selectmen c/o Town Manager Henry Hayes
(via e-mail: [REDACTED])

This determination was issued pursuant to G.L. c. 30A, § 23(c). A public body or any member of a body aggrieved by a final order of the Attorney General may obtain judicial review through an action filed in Superior Court pursuant to G.L. c. 30A, § 23(d). The complaint must be filed in Superior Court within twenty-one days of receipt of a final order.

**SUDBURY SELECT BOARD**

Tuesday, June 14, 2022

MISCELLANEOUS (UNTIMED)**11: ARPA feedback****REQUESTOR SECTION**

Date of request:

Requested by: Patty Golden

Formal Title: ARPA feedback - responses to questions raised at 5/31 meeting.

Recommendations/Suggested Motion/Vote:

Background Information:

Financial impact expected:

Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

Patty Golden	Pending
Henry L Hayes	Pending
Town Counsel	Pending
Select Board	Pending

06/14/2022 6:00 PM

ARPA updates

Responses compiled by Charlie Russo, 06.10.2022

Police Dept	Police - Body Camera/Cruiser Camera Program	Ongoing	\$ 150,000.00	Question: A grant was received? How much / does that reduce the needed amount of ARPA funds? Question to Chief Nix. Will this be recurring cost? Annual?
<p>A grant for ~\$35,5000 has been received. Total cost for Body Camera/Cruiser Camera Program for Police Dept. is ~\$185,000, so the full ARAP funding is needed for a full roll out of this program. It would pay for equipment and 5 years of services/storage. Chief said he would make do with less equipment if Select Board subtracted the grant amount from the ARPA allocation.</p> <ul style="list-style-type: none"> - Phone conversation with Police Chief Nix 				
Planning & Community Development Department	Consultant - Economic Development Consultant	One-Time	\$35,000	Q: Still a current request? Could this be allocated in a later year (imminent need)? Is there bandwidth to manage this?
<p>This is still a current request and Planning Dept. expects it has the bandwidth to manage this. Request is consistent with Master Plan Economic Development Section Goal A.1.</p> <p>"The idea behind this \$35,000 request is to have a consultant come in to evaluate, at a high level, the economic situation in town (especially with everything that has happened with the pandemic); find out what actions/initiatives are currently being undertaken throughout the community; to assess what is going on and identify short comings; and determine what steps might or could be taken to work on business retention, expansion, and outreach/relationship building (if even viable)."</p> <ul style="list-style-type: none"> - Email with Town Planner Adam Duchesneau & Planning Board Chair Steve Garvin 				
Park & Recreation	Park & Rec - 2021 Ford Transit Passenger Van	One Time (On Going Expenses paid by Program fees)	\$100,000	Q: Would this be an wheelchair accessible van?
<p>Park & Rec had not initially planned on seeking an ADA accessible van but is exploring quotes. 12 passenger vans that are electric and wheelchair accessible exceed \$100k. Cost range is \$115k for 12 passenger/2 wheelchair/ gas power to \$230k for 12 passenger/2 wheelchair/electric, with a couple options in-between.</p> <p>We will be using the van to offer in the future after school programing to bring child from the Sudbury schools to the Community center building for programs. We would also be looking into a pilot program to offer an 5 day week afterschool program by picking up the kids at the schools for extended day programs. We would use the Van for teen events/programs and field trips as well.</p> <ul style="list-style-type: none"> - Email with Park & Rec Director Dennis Mannone 				
Fire Dept	Fire Station #2 living/office addition increased project costs	One-Time	\$1,000,000	Q: subject to checking for need.
<p>Chief Whalen hopes that Town Meeting provided all necessary additional funding. Bids have gone out, and responses are expected back the second week of July.</p> <ul style="list-style-type: none"> - Phone conversation with Fire Chief John Whalen 				

Town of Sudbury
ARPA Funds
June 14, 2022

Total Allotment:	5,875,013.78
Distributions Received as of 6/14/2022:	2,937,506.89
Final Distribution*	<u>2,937,506.89</u>

* Expected to be received after June 29, 2022

Select Board Allocations (as of 6/14/2022):

Project	Allocation
ARPA Consultant (Powers & Sullivan) <i>voted Jan. 4, 2022</i>	40,000.00
Additional Social Worker Services	170,000.00
Basic needs gift cards (Jail Diversion Prog., Senior Center, Social Work Dept)	20,000.00
Mental Health Counselor	166,000.00
Health - Nursing Services (re-purposed from COVID-19 test kits)	50,000.00
SPS: Summer academic program	620,000.00
SPS: Social and Emotional Learning	420,000.00
LSRHS: Ventilation system upgrades	100,000.00
Fairbank Community Center: Water line replacement	400,000.00
Fire: Equipment (stretcher, stair chair, CPR machine)	55,000.00
Fairbank Community Center construction funding to provide contingency funds/other funding in light of higher project bidding results	1,600,000.00
HOPEsudbury Community Resource Fund	75,000.00

Attachment 11.b: ARPA Funds Status 6-14-2022 (5286 : ARPA feedback)

Police - Medical Equipment	9,500.00
Health - Sudbury Community Food Pantry COVID-19 mitigation	100,000.00
Fire Station #2 living/office addition increased project costs	1,000,000.00
Health - Funds to hire a consultant/trainers to assist with development of the DEI Commission's mission and action steps.	15,000.00
Housing - COVID Small Grant Program for deferred maintenance due to COVID loss of income, available to homeowners and small Housing - Mortgage Assistance program (\$75k), providing two months of mortgage principal assistance; and	75,000.00
	75,000.00
Police - Body Camera/Cruiser Camera Program	150,000.00
Consultant - Economic Development Consultant	35,000.00
Info Systems - Website - scan of all documents	35,000.00
Info Systems - Website - skilled web developer	40,000.00
Fire - Opioid impacts offset	12,500.00
Housing - Tenant rental assistance program for residents impacted by COVID (\$125k):	125,000.00
Park & Rec - 2021 Ford Transit Passenger Van	100,000.00
Total Allocated Projects (as of 6/14/2022)	5,488,000.00

Unallocated (as of 6/14/2022)	387,013.78
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Allocated as of 6/14/2022	5,488,000.00
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Expenditures as of 6/14/2022	28,474.62
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Unexpended as of 6/14/2022	5,459,525.38
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SUDBURY SELECT BOARD

Tuesday, June 14, 2022

MISCELLANEOUS (UNTIMED)**12: Construction project KPIs****REQUESTOR SECTION**

Date of request:

Requestor: Chair Russo

Formal Title: Construction project KPIs - bid status, construction start date

Recommendations/Suggested Motion/Vote:

Background Information:
attached spreadsheet

Financial impact expected:

Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

Patty Golden	Pending
Henry L Hayes	Pending
Town Counsel	Pending
Select Board	Pending

06/14/2022 6:00 PM

COMPLETE
IN PROGRESS
ON HOLD

COMPLETE

IN PROGRESS

ON HOLD

Off Track

Attention

On Track

Project	Status	Department	Progress	Priority	Plan Association	Contractor Assigned	Schedule Info				Cost Data		Link	Comments, Next Steps, Major Actions Due
							Anticipated Start Date	Anticipated End Date	Actual Start Date	Actual End Date	Estimated Cost	Actual Cost		
BFR T Rail Trail Phase 2D	IN PROGRESS		On Track											
		Analysis %	Development %	Quality Assurance %	User Acceptance %	Pre-Production %	Production/Construction %	Support %	Inspection %	Close %				
Fairbank Community Center		Facilities												
		Analysis %	Development %	Quality Assurance %	User Acceptance %	Pre-Production %	Production/Construction %	Support %	Inspection %	Close %				
Fire Station #2 Addition		Fire/Facilities												
		Analysis %	Development %	Quality Assurance %	User Acceptance %	Pre-Production %	Production/Construction %	Support %	Inspection %	Close %				
DPW Facility Roof Solar Project		Facilities												
		Analysis %	Development %	Quality Assurance %	User Acceptance %	Pre-Production %	Production/Construction %	Support %	Inspection %	Close %				
Marlboro Road culvert		DPW												
		Analysis %	Development %	Quality Assurance %	User Acceptance %	Pre-Production %	Production/Construction %	Support %	Inspection %	Close %				
Major School Projects to track/awareness														
		Analysis %	Development %	Quality Assurance %	User Acceptance %	Pre-Production %	Production/Construction %	Support %	Inspection %	Close %				
Major Sewataro Projects to track/awareness														
		Analysis %	Development %	Quality Assurance %	User Acceptance %	Pre-Production %	Production/Construction %	Support %	Inspection %	Close %				

COMPLETE
IN PROGRESS
ON HOLD

COMPLETE

IN PROGRESS

ON HOLD

Off Track

Attention

On Track

Project	Status	Department	Progress	Priority	Plan Association	Contractor Assigned	Schedule Info				Cost Data		Link	Comments, Next Steps, Major Actions Due
							Anticipated Start Date	Anticipated End Date	Actual Start Date	Actual End Date	Estimated Cost	Actual Cost		
Project Name														
		Analysis %	Development %	Quality Assurance %	User Acceptance %	Pre-Production %	Production/Construction %	Support %	Inspection %	Close %				



SUDBURY SELECT BOARD

Tuesday, June 14, 2022

MISCELLANEOUS (UNTIMED)**13: Town Manager updates****REQUESTOR SECTION**

Date of request:

Requested by: Patty Golden

Formal Title: To discuss future steps regarding filling of Town Manager vacancy, including hiring of Interim Town Manager, if needed.

Recommendations/Suggested Motion/Vote: To discuss future steps regarding filling of Town Manager vacancy, including hiring of Interim Town Manager, if needed.

Background Information:

Financial impact expected:

Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

Patty Golden	Pending
Melissa Murphy-Rodrigues	Pending
Barbara Saint Andre	Pending
Robert C. Haarde	Pending
Patty Golden	Pending
Henry L Hayes	Pending
Town Counsel	Pending
Select Board	Pending

06/14/2022 6:00 PM

**SUDBURY SELECT BOARD**

Tuesday, June 14, 2022

MISCELLANEOUS (UNTIMED)**14: Minutes Review****REQUESTOR SECTION**

Date of request:

Requestor: Chair Russo

Formal Title: Vote to review and possibly approve the open session minutes of 3/22/22 and 5/10/22.

Recommendations/Suggested Motion/Vote: Vote to review and possibly approve the open session minutes of 3/22/22 and 5/10/22.

Background Information:
attached drafts

Financial impact expected:

Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

Patty Golden	Pending
Henry L Hayes	Pending
Town Counsel	Pending
Select Board	Pending

06/14/2022 6:00 PM

SUDBURY SELECT BOARD

TUESDAY, MARCH 22, 2022

(Meeting can be viewed at www.sudburytv.org)

Present: Chair Jennifer Roberts, Vice-Chair Charles Russo, Select Board Member Daniel Carty, Select Board Member William Schineller, Select Board Member Janie Dretler, Assistant Town Manager Maryanne Bilodeau

The statutory requirements as to notice having been compiled with, the meeting was convened at 7:06 p.m., via Zoom telecommunication mode.

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

Call to Order/Roll Call

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

Opening remarks by Chair

- ARPA (American Rescue Plan Act) Listening Session to be held on March 24 at 7:00 PM; 4-minutes presentation opportunity for residents and others
- Finance Committee is seeking members; applications due by 5 PM April 8, 2022

Reports from Town Manager

- Register to record 2022 Town Meeting presentations via SudburyTV
- Sudbury Clean-Up Day is Saturday, April 23, 2022

Reports from Select Board

Board Member Carty

- Town Election on March 28
- Sudbury Clean-Up Day information on Town website
- HOPEsudbury donation drive information on website

Board Member Schineller

- Sudbury Historical Commission and USACE (United States Army Corp of Engineers) discussing aspects/permitting regarding Eversource and BFRT project
- Retirement party for Bill Barletta, Facilities Director, on March 31, 2022

Vice-Chair Russo

In consideration of a full agenda, Vice-Chair Russo had no comments to share.

Board Member Dretler

In consideration of a full agenda, Board Member Dretler had no comments to share.

Consent Calendar

Vote to extend the Veterans' Services Inter-Municipal Agreement (IMA) between the City of Marlborough and the Town of Sudbury for an additional three-year period for Fiscal Year 23 (July 1, 2022- June 30, 2023), Fiscal Year 24 (July 1, 2023-June 30, 2024) and Fiscal Year 25 (July 1, 2024-June 30, 2025)

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

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

VOTED: To extend the Veterans' Services Inter-Municipal Agreement (IMA) between the City of Marlborough and the Town of Sudbury for an additional three-year period for Fiscal Year 23 (July 1, 2022- June 30, 2023), Fiscal Year 24 (July 1, 2023-June 30, 2024) and Fiscal Year 25 (July 1, 2024-June 30, 2025)

Vote to appoint Robert Lieberman, 32 Old Framingham Road, Unit 41, as the Council on Aging representative to the Transportation Committee for a term expiring 5/31/23, as recommended by the Council on Aging vote of March 14, 2022.

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

Board Member Carty confirmed that the expiration term is 5/31/22.

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

VOTED: To appoint Robert Lieberman, 32 Old Framingham Road, Unit 41, as the Council on Aging representative to the Transportation Committee for a term expiring 5/31/23, as recommended by the Council on Aging vote of March 14, 2022, as amended with term expiring 5/31/22.

As the Licensing Authority for the Town of Sudbury, in accordance with MGL c138, s. 15, vote to approve a Change of Manager for RBSBW, Inc. d/b/a Sudbury Farms, 439 Boston Post Road, from Michael Pedranti to James Kevin McCafferty, as requested in an application dated March 4, 2022

Present: Kevin McCafferty, Manager – Sudbury Farms; James Sperber, Legal Counsel – Sudbury Farms

Board Members asked Mr. McCafferty about his related managerial experience. Mr. McCafferty confirmed he had worked for the grocery chain for many years, and assumed his new managerial role a couple of months ago.

Town Manager Hayes confirmed all Town Department Heads, including Town Counsel, had no issues with the application.

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

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

VOTED: To approve a Change of Manager for RBSBW, Inc. d/b/a Sudbury Farms, 439 Boston Post Road, from Michael Pedranti to James Kevin McCafferty, as requested in an application dated March 4, 2022

Vote to close the public hearing

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

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

VOTED: To close the public hearing

Discussion on draft comment letter on Housing Choice/MA Bay Transportation Authority (MBTA) regulations

Present: Planning and Community Development Director, Adam Duchesneau

Mr. Duchesneau referenced the Housing Choice/MBTA letter with input from the Planning Board. He reiterated that the deadline for submission of the letter was March 31, 2022.

Select Board Members recommended several language changes. Mr. Duchesneau agreed with the edits presented by the Select Board.

Board Member Carty motioned to approve the Housing Choice/MBTA comment letter as written, with any additional Planning Board edits, to be vetted through Mr. Duchesneau. Board Member Schineller seconded the motion.

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

Consent Calendar (cont.)

Vote to approve \$11,366 of Meadow Walk mitigation funds be made available to the Sudbury Transportation Committee to support the Go Sudbury! Uber and Taxi programs, as recommended by the Council on Aging

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

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

VOTED: To approve \$11,366 of Meadow Walk mitigation funds be made available to the Sudbury Transportation Committee to support the Go Sudbury! Uber and Taxi programs, as recommended by the Council on Aging.

Vote to authorize the Department of Public Works to purchase a new hot box to fill potholes in the amount of \$52,500 in order to address an immediate and continuing need as requested by the Department of Public Works Director.

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

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

VOTED: To authorize the Department of Public Works to purchase a new hot box to fill potholes in the amount of \$52,500 in order to address an immediate and continuing need as requested by the Department of Public Works Director

Vote to open a joint meeting with the Finance Committee

Chair Roberts read in the words of the motion. Vice-Chair Russo moved in the words of the Chair. Board Member Schineller seconded the motion.

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

VOTED: To open a joint meeting with the Finance Committee

Finance Committee to present budget and Town Meeting article recommendations to Select Board

Present: Eric Poch, Ron Brumback, Jean Nam, Susan Berry, Andrew Bertinelli, Michael Joachim, Blair Caple, Finance Director Dennis Keohane

Mr. Poch motioned to open in joint meeting with the Select Board. Ms. Nam seconded the motion.

Mr. Poch conducted roll call: Berry-present, Bertinelli-present, Joachim-present, Caple-present, Brumback-present, Poch-present

Mr. Poch presented the "Finance Committee FY23 Budget Report," dated March 22, 2022. He emphasized that the Town Meeting Warrant Article discussions had become increasingly more inclusive, and has allowed the Finance Committee (FinCom) to address all articles in a timely manner.

Mr. Poch summarized that FinCom had approved 28 Annual Town Meeting Articles for 2022, did not approve 4 articles, and had not yet voted on 9 articles. He noted that general areas of FinCom concern included: Town Budget aspects of unfunded departmental requests for additional personnel; SPS Budget aspects including various SMILE and Mental Health positions being funding for two years, and then possibly beyond; LSRHS Budget regarding use of the Transportation Revolving fund to mitigate large increase in busing, expecting that increased reimbursement would be available in the future.

FinCom members recommended several decreases in Warrant article amounts to include:

- | | |
|--|-----------|
| • Article 5 – FY23 Transfer Station Enterprise Fund Budget | \$300,124 |
| • Article 6 – FY23 Pool Enterprise Fund Budget | \$462,620 |
| • Article 7 – FY23 Recreation Field Maintenance Enterprise Fund Budget | \$209,796 |

FinCom did not recommend for approval:

- | | |
|--|------------|
| • Article 32 - ADA Transition Plan Recommendation | 2-4-3 vote |
| • Article 34 - On-call Architectural & Engineering "House Doctor" Services | 1-8 vote |
| • Article 49 – CPA – Historic Districts Commission Design Guidelines | 4-5 vote |
| • Article 58 – Creation of Sustainability Director position | 1-7 vote |

Mr. Poch confirmed that nine Town Meeting Warrant Articles dealing with Sewataro/Liberty Ledge, Fairbank Community Center Audio-Visual Equipment Funding, Fairbank Community Center Furniture, Fixtures, Equipment Funding, and Bruce Freeman Rail Trail articles had not been voted to date.

#10 – Annual Town Meeting petitioner presentations – Hire Land Use Consultant for Liberty Ledge/Sewataro Property (Len Simon)

Present: Len Simon, Representing the Citizen Petition – Town Meeting Warrant Article 57

Mr. Simon reviewed the “Land Use Study for Liberty Ledge” PowerPoint presentation. He detailed that the Article requested funding in the amount of \$200,000, to cover:

- A thorough land use study of Liberty Ledge, a type of mini-Master Plan
- A primary land-use planner in addition to specialized sub-planners
- Environmental experts and research regarding permitting aspects
- A landscape architect’s input
- Finance Considerations
- Town Forum, charrette, and surveys, etc.

Mr. Joachim queried about the \$200,000 funding request, and not a request for \$100,000. Mr. Simon responded that previous studies were not done well, and research concluded that funding of \$200,000 would result in a more-comprehensive study. Mr. Brumback commented that the \$200,000 request would likely produce a more comprehensive study of the Liberty Ledge/Sewataro property.

Board Member Dretler indicated her wish for a more comprehensive survey of the site noting that a funding amount of \$200,00 was more realistic when compared to what \$100,000 would produce.

Vice-Chair Russo confirmed that water quality tests were completed and results were favorable. He added that those results could be viewed on the Town website. Chair Roberts acknowledged that a Notice of Intent (NOI) per guidance of the Conservation Commission would soon be submitted.

Scott Brody, Operator of Camp Sewataro, stated the Citizen’s Petition reflected personal desires by many petitioners. He stated the NOI will likely be submitted by the end of the week, and there are no associated problems.

Annual Town Meeting Select Board article presentation – Hire Land Use Consultant for Liberty Ledge/Sewataro Property (Select Board Member Charlie Russo)

Mr. Russo presented the “2022 ATM Sewataro Article Land Use Consultant” document revised for March 22 Select Board/Finance Committee Meeting.

Vice-Chair Russo stated that a study requesting funding of \$200,000 was likely excessive, and the \$100,000 request for such funding as voted by the Select Board should be more than enough to obtain a complete study.

Annual Town Meeting Select Board article presentation – Maintenance funding for Liberty Ledge/Sewataro Property (Select Board Member Charlie Russo and Town Manager Henry Hayes).

Town Manager Hayes confirmed that expense listing within the “Maintain as Open Space and Recreational Space” list reflected numbers pulled from the 2019 studies with some amending.

Board Member Carty commented that this listing reflected minimal maintenance.

Board Member Schineller affirmed that current property insurance expense was \$60,000 paid by the camp operator.

Ms. Nam commented that Town maintenance services, are more costly than maintenance services provided by private contractors. Chair Roberts indicated she would be interesting in receiving independent estimates during the month of April. Mr. Brumback agreed obtaining such bids/estimates would be a good idea.

Ms. Nam stated that Planning indicated that an open space plan should be in place before focusing on Sewataro. Vice-Chair Russo was in agreement. Ms. Dretler agreed with the importance of evaluation of open space planning.

Ms. Berry recommended that a recreation plan be considered before expanding additional funding for another request.

Mr. Simon said for every year the camp is running the residents cannot use the swimming facilities, and felt that residents would want to use Sewataro as a grand park for resident use. Board Member Carty stressed the importance of considering options with an open mind.

Close joint meeting with Finance Committee and resume Select Board meeting

Mr. Poch motioned to close the FinCom joint meeting with the Select Board. Ms. Nam seconded the motion.

It was on motion 6-0; Berry-aye, Bertinelli-aye, Joachim-aye, Caple-aye, Brumback-aye, Poch-aye

VOTED: To close the FinCom joint meeting with the Select Board

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

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

VOTED: To close joint meeting with Finance Committee and resume Select Board meeting

Annual Town Meeting petitioner presentation - Climate Emergency Declaration and creation of Sustainability Director position (Alex Vai)

Present: Citizen Petitioners for Article 58: Alex Vai, 5 Wadsworth Road, Tom Yelton, 167 Pratts Mill Road, Leslie Lowe, 167 Pratts Mill Road

Mr. Vai presented the PowerPoint titled "Meeting Sudbury's Need for Climate Mobilization Now," dated March 22, 2022.

Mr. Vai stressed that sustainability and climate change goals were included in the 2021 Sudbury Master Plan. He outlined several important requests for advancing such sustainability and climate change goals:

- To acknowledge that climate change is here
- Include a comprehensive climate action plan for the Town
- To hire a full-time Sustainability Director as a focused resource on climate sustainability issues.

Mr. Vai presented specifications as documented for the Sustainability Director for the town of Natick, noting comparable salary would be in the \$130,000 salary range. He noted that Senator Eldridge confirmed granting of \$100,000 for one year.

Board Member Dretler stated the Town had not yet addressed the important need for a Sustainability Director, and was encouraged to see related funding options.

Vice-Chair Russo noted that Fire Chief Whalen recognized the need for hazardous material planning, the reduction of greenhouse gases, and implementation of a municipal vulnerability preparedness plan. Vice-Chair Russo indicated that Sustainability Director specifications could not be compared to the needs in Sudbury as Natick had a far greater population. He mentioned mitigation efforts and adaptation. Mr. Vai responded the mitigation and adaption topics were considered in the plan he presented.

Chair Roberts stated that the communities of Acton, Concord, Wayland, Natick, and others started taking action regarding carbon emissions, and Sudbury must do the same. She agreed with the advancement of solar installations in Town, and indicated a designated sustainability professional would be able to advance these projects.

Board Member Carty maintained he did not disagree with addressing sustainability and climate control topics, but expressed issue with the approach for doing so. He stressed that the final decisions regarding such hiring rested with the Town Manager. Chair Roberts acknowledged that Town Meeting could vote for funding, but the Town Manager decides on the designation of that funding.

Board Member Schineller stated that advancing a municipal preparedness plan was very important as well as sustainability considerations.

Recess

Chair Roberts read in the words of the motion. Board Member Schineller moved in the words of the Chair. Vice-Chair Russo seconded the motion.

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

VOTED: To take a five-minute recess, and return at 10:13 PM.

The meeting resumed 10:13 PM.

Discussion on 2022 Annual Town Meeting: logistics; order and consent calendar; positions on articles; Select Board reports, review draft Annual Town Meeting warrant. Final warrant version to be approved no later than 4/5/22 meeting

Board Members reviewed the Warrant Articles and associated reports, recognizing changes made.

Vice-Chair Russo motioned to withdraw Articles 39, 40, 43, and 44; from the March 22, 2022 Select Board Packet. Board Member Dretler seconded the motion.

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

VOTED: To withdraw Articles 39, 40, 43, and 44; from the March 22, 2022 Select Board Packet

Chair Roberts read in the words of the motion. Vice-Chair Russo moved in the words of the Chair. Board Member Schineller seconded the motion.

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

VOTED: To accept changes made in the Town Meeting Warrant in the Select Board Packet of March 22, 2022; less Article 15 and 16

Board Member Carty motioned to accept the order of Town Meeting Articles, as presented in the sample Town Warrant within the March 22, 2022 Select Board Packet. Vice-Chair Russo seconded the motion.

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

VOTED: To accept the order of Town Meeting Articles, as presented in the sample Town Warrant within the March 22, 2022 Select Board Packet

Vice-Chair Russo motioned to support so-called Article 3 – FY23 Budget, so-called Article 4 – FY23 Capital Budget, Article 5 – FY23 Transfer Station Enterprise Fund Budget, Article 6 – FY23 Pool Enterprise Fund Budget, and Article 7 – FY23 Recreation Field Maintenance Enterprise Fund Budget. Board Member Schineller seconded the motion.

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

VOTED: To support so-called Article 3 – FY23 Budget, so-called Article 4 – FY23 Capital Budget, Article 5 – FY23 Transfer Station Enterprise Fund Budget, Article 6 – FY23 Pool Enterprise Fund Budget, and Article 7 – FY23 Recreation Field Maintenance Enterprise Fund Budget

Board Member Carty motioned to support Article 1 – Hear Reports. Board Member Dretler seconded the motion.

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

VOTED: To support Article 1 – Hear Reports

Vice-Chair Russo motioned to support Article 14 – GO Sudbury! Taxi and Uber Transportation Programs for TY23. Board Member Schineller seconded the motion.

Board Member Dretler sought additional information on Article 14.

Vice-Chair Russo retracted his motion on Article 14.

Vice-Chair Russo motioned to support Article 13 – Capital Stabilization Fund as included in the Warrant within the Select Board Packet of March 22, 2022. Board Member Dretler seconded the motion.

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

VOTED: To support Article 13 – Capital Stabilization Fund as included in the Warrant within the Select Board Packet of March 22, 2022

Board Members agreed to address Articles 14 and Article 9 at either the March 24 or April 4 Select Board meeting.

Board Member Dretler motioned to support Article 30 - Amend Zoning Bylaw, Article IV: Insert Section 2328. Fences, and Article 31 – Amend General Bylaws, Article V (F) Stormwater Management. Vice-Chair Russo seconded the motion.

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

VOTED: To support Article 30 - Amend Zoning Bylaw, Article IV: Insert Section 2328. Fences, and Article 31 – Amend General Bylaws, Article V (F) Stormwater Management

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

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

VOTED: To support Article 19 – Bruce Freeman Rail Trail Phase 2D – Acquisition of Land

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

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

VOTED: To support Article 20 – Bruce Freeman Rail Trail Phase 2D – Grant of Easements

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

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

VOTED: To support Article 21 – Street Acceptance – Huckleberry Lane

Board Members agreed to postpone a vote on Articles 22 and 23. Board Member Carty stated that FinCom had not yet voted on Articles 22 and 23.

Board Member Dretler motioned to support Article 24 – Additional Funding: Construction of Fire Station No. 2 Housing/Living/Office Area. Board Member Schineller seconded the motion.

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

VOTED: To support Article 24 – Additional Funding: Construction of Fire Station No. 2 Housing/Living/Office Area

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

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

VOTED: To support Article 25 – Amend General Bylaws – Enable Electronic Voting at Town Meeting

Board Member Dretler motioned to support Article 26 – Sudbury Public Schools HVAC Repairs and Replacements, and Article 27 – Noyes Elementary School – Classroom Sinks Replacement. Board Member Schineller seconded the motion.

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

VOTED: To support Article 26 – Sudbury Public Schools HVAC Repairs and Replacements, and Article 27 – Noyes Elementary School – Classroom Sinks Replacement

Board Member Dretler motioned to support Article 33 – Filtration Systems for Atkinson Pool. Vice-Chair Russo seconded the motion.

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

VOTED: To support Article 33 – Filtration Systems for Atkinson Pool

Board Member Dretler motioned to support Article 45 – Old Framingham Road/Nobscot Road Walkway Extension Project – Easements; and Article 46 – Old Framingham Road/Nobscot Road Walkway Extension Project. Vice-Chair Russo seconded the motion.

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

VOTED: To support Article 45 – Old Framingham Road/Nobscot Road Walkway Extension Project – Easements; and Article 46 – Old Framingham Road/Nobscot Road Walkway Extension Project

Board Member Dretler motioned to support Article 50 – Community Preservation Act Fund – Libby Dickson Conservation Restriction Monitoring; Article 51 - Community Preservation Act Fund – Open Space & Recreation Plan and Athletic Fields Needs Assessment & Master Plan; Article 52 - Community Preservation Act Fund – Regional Housing Services Office (RHSO) Membership Fee; Article 53 - Community Preservation Act Fund – Sudbury Housing Authority Acquisition, Creation, Preservation, and Support of Affordable Rental Housing; Article 54 - Community Preservation Act Fund – Town Clock Restoration; Article 55 - Community Preservation Act Fund – Return of Unspent Funds; Article 56 - Community Preservation Act Fund – General Budget and Appropriations. Vice-Chair Russo seconded the motion.

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

VOTED: To support Article 50 – Community Preservation Act Fund – Libby Dickson Conservation Restriction Monitoring; Article 51 - Community Preservation Act Fund – Open Space & Recreation Plan and Athletic Fields Needs Assessment & Master Plan; Article 52 - Community Preservation Act Fund – Regional Housing Services Office (RHSO) Membership Fee; Article 53 - Community Preservation Act Fund – Sudbury Housing Authority Acquisition, Creation, Preservation, and Support of Affordable Rental Housing; Article 54 - Community Preservation Act Fund – Town Clock Restoration; Article 55 - Community Preservation Act Fund – Return of Unspent Funds; Article 56 - Community Preservation Act Fund – General Budget and Appropriations.

Board Member Dretler motioned to support Article 58 – Creation of Sustainability Director position. Vice-Chair Russo seconded the motion.

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

VOTED: To support Article 58 – Creation of Sustainability Director position

Board Member Dretler left the meeting at 11:38 PM.

Town Manager Hayes to present Key Performance Indicators (KPI) projects: Fairbank Community Center Rebuild; Eversource Litigation; Bruce Freeman Rail Trail (BFRT); Town Hall Restoration; Town-wide Americans with Disabilities Act (ADA) Assessment; Comprehensive Wastewater Management Plan; and American Rescue Plan Act (ARPA) funding.

Town Manager Hayes reviewed the KPI Projects:

Fairbank Community Center – The Town and Sudbury Water District established a MOU (Memorandum of Understanding).

BFRT – 100% being reviewed by MassDOT. Still on track for TIP programming.

Board Member Carty commented there remained outstanding comments about easements. Town Manager Hayes confirmed those areas are being evaluated and studied.

Town Hall – No changes

ADA Self-Assessment – Pending approval of \$200,000 Warrant Article funding

Chair Roberts stated she was looking forward to the formation of a comprehensive ADA Self-Assessment working group including the COD (Commission on Disability).

Comprehensive Wastewater Management Plan – MEPA (MA Environmental Protection Act) filing is expected. Report to be completed in May or June.

ARPA – Chair Roberts asked if the services of Powers and Sullivan had been used to date. Town Manager responded not.

Board Member Schineller motioned to include Fire Station No 2 Phase 1 on the KPI tracking list for the next quarterly KIP update. Vice-Chair Russo seconded the motion.

It was on motion 4-0; Schineller-aye, Carty-aye, Russo-aye, Roberts-aye

VOTED: To include Fire Station No 2 Phase 1 on the KPI tracking list for the next quarterly KPI update

Vote to review and possibly approve the open session minutes of 2/9/22 and 2/15/22

Before leaving the meeting, Board Member Dretler confirmed that she had no edits to the minutes.

February 9, 2022 Minutes

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

It was on motion 4-0; Russo-aye, Schineller-aye, Carty-aye, Roberts-aye

VOTED: To approve the Select Board Minutes of 2/9/22, as edited

February 15, 2022 Minutes

Vice-Chair Russo motioned to approve the Select Board Minutes of 2/15/22, as presented. Board Member Carty seconded the motion.

It was on motion 4-0; Russo-aye, Schineller-aye, Carty-aye, Roberts-aye

VOTED: To approve the Select Board Minutes of 2/15/22

Citizen's Comments (cont.)

No Citizen's Comments

Upcoming Agenda Items

March 24:

- Executive Session – Eversource
- Address Remaining Town Meeting Warrant Articles

April 5:

- Sudbury Historical Commission appointment policy
- Sewataro continued to April 5 and 26
- Town Manager Evaluation
- Select Board approach to remote/hybrid/in-person meetings

April 26:

- Town Manager presents self-assessment to the Select Board

Adjourn

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

It was on motion 4-0; Schineller-aye, Carty-aye, Russo-aye, Roberts-aye

VOTED: To adjourn the Select Board meeting

There being no further business, the meeting adjourned at 12:07 AM, Wednesday, March 23, 2022.

SUDBURY SELECT BOARD

TUESDAY, MAY 10, 2022

(Meeting can be viewed at www.sudburytv.org)

Present: Chair Jennifer Roberts, Vice-Chair Charles Russo, Select Board Member Janie Dretler, Select Board Member Daniel Carty, Select Board Member Lisa Kouchakdjian, Town Manager Henry L. Haynes, Jr.

The statutory requirements as to notice having been compiled with, the meeting was convened at 7:57 PM via Zoom telecommunication mode.

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

Call to Order/Roll Call

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

Opening Remarks by Chair

- Welcomed new Select Board Member Lisa Kouchakdjian to the Board
- Attended the Board of Health meeting today – Sudbury COVID numbers are up – especially in schools – Sudbury now considered high risk according to CDC.
- Attended ASHER (Active Shooter Hostile Event Response) training drill with Sudbury Fire Department and Police Department, as well as other participating Police/Fire departments
- DEI Commission distributing survey regarding “Lived Experiences”
- Many openings on Town Boards and Committees

Reports from Town Manager

- Fairbank project bids returned (3) - PBC will be reviewing those bids
- Memorial Day Parade ceremonies for May 30 – see Town website for additional information
- July 4th Parade and festivities – see Town website for additional information
- Annual Town Meeting results are now online – proud of Sudbury teams that coordinated Town Meeting

Reports from Select Board

Vice-Chair Russo:

- Congratulated Town Staff and residents on a successful Town Meeting; great to be meeting in person. Noted the Girl Scouts had increased presence at Town Meeting
- Welcomed new Board Member Lisa Kouchakdjian
- Extended condolences to the family of retired Sudbury Police Sargent Todd Eadie
- Recognized Sudbury Police and Fire Departments for their participation in the ASHER (Active Shooter Hostile Event Response) drill. Other participants included Police and Fire Departments from Lincoln, Concord and Wayland in addition to State Emergency Operations
- Eager to see results of the bids presented for the Fairbank Community Center project

Board Member Dretler:

- Condolences to the family of Sargent Eadie
- Hope all had a happy Mother's Day
- Welcomed new Member Kouchakdjian to the Board
- Thanked staff for their efforts during the three-day Town Meeting
- Will request a Town Meeting recap, and will discuss intimidation tactics and bullying displayed at Town Meeting
- Attended the second day of ASHER training drill

Board Member Carty:

- Condolences to the Eadie family; Sargent Eadie was on the force for over 30 years
- Attended SPS School Committee meeting, SPS received DESE grant, and will return ARPA funding to Town
- See Town website regarding July 4 activities, and the opening of Hosmer House

Board Member Kouchakdjian:

- Condolences to former Sargent Eadie's family
- Looking forward to working closely with the Select Board Members

Citizen's comments on items not on agenda

Resident Len Simon, 40 Meadowbrook Circle, acknowledged that unethical behavior, demonstrated by intimidation and bullying, took place at Town Meeting. He emphasized the need for implementation of policy regarding ethical conduct to be adhered to by all.

Resident Tom Yelton, 167 Pratt's Mill Road, said he was pleased with the passing of Article #58, and was looking forward to the appointment of a Town Sustainability Director.

Resident Alex Vai, 5 Wadsworth Road, stressed that Article #58 was created out of real concerns for Sudbury. He stated that the Sudbury Energy and Sustainability Committee would help in the process, and looks forward to working with the Board.

Discussion on Historical Commission's request for Select Board action related to historical preservation of artifacts on former Mass Central Rail Corridor

Present: Sudbury Historical Commission Chair Chris Hagger, Sudbury Historical Commission Vice-Chair Diana Warren

Select Board Member Carty recused himself.

Chair Roberts detailed that the Sudbury History Commission (SHC) requested that the Select Board draft a letter to Ms. Tammy Turley of the United States Army Corp of Engineers (USACE) asking that USACE consider conversations with the SHC to consider preservation of historical artifacts along the former Mass Central Rail Corridor and the future BFRT section in Sudbury.

Ms. Warren presented an outline document for the Board's review and to consider when drafting such a letter of request to help ensure that related historic artifacts are not damaged or destroyed, such as the Section Tool House.

Board Members worked on draft letter with input from Mr. Hagger and Ms. Warren.

Board discussion took place regarding a Freedom of Information requested submitted to USACE by former Select Board Member Bill Schineller. Several Board Members recommended that Vice-Chair Russo inform the USACE of the fact that Mr. Schineller is no longer a Board Member.

Board Member Kouchakdjian read aloud a letter from USACE to the SHC dated December 17, 2021.

Resident Jim Gish, 35 Rolling Lane, thanked the Board for submitting a letter advocating for the preservation of historical artifacts, and requested that the letter be sent immediately.

Resident Nick Pernice, 255 Peakham Road, confirmed he was part of the group that had also sent a letter of request to USACE on the same topic.

Resident Rebecca Cutting, 381 Maynard Road, stated that removal of track would preclude use the pump car house in the Section Tool House from demonstration as was intended.

Vice-Chair Russo offered to perform the final grammar/non-substantive editing of the drafted letter as composed by the Board.

Board Member Dretler motioned to send the USACE letter, as edited at tonight's meeting, with non-substantial edits to be reviewed and included, by Chair Russo. Board Member Kouchakdjian seconded the motion.

It was on motion 4-0; Kouchakdjian-aye, Dretler-aye, Russo-aye, Roberts-aye

VOTED: To send the USACE letter, as edited at tonight's meeting, with non-substantial edits to be reviewed and included, by Chair Russo

Board Member Carty rejoined the meeting at 9:59 PM.

Vote to elect a new Chair and Vice-chair and reappoint Town Manager Henry Hayes as Clerk to the Select Board. This will take effect at the close of tonight's meeting

Chair Roberts motioned to appoint Charlie Russo as Select Board Chair. Board Member Dretler seconded the motion.

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

VOTED: To appoint Charlie Russo as Select Board Chair

Chair Roberts motioned to appoint Janie Dretler as Select Board Vice-Chair. Board Member Kouchakdjian seconded the motion.

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

VOTED: To appoint Janie Dretler as Select Board Vice-Chair

Chair Roberts motioned to reappoint Town Manager Henry Hayes as Clerk to the Select Board. Board Member Russo seconded the motion.

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

VOTED: To reappoint Town Manager Henry Hayes as Clerk to the Select Board

Board Members concurred that appointments would take effect at the close of tonight's meeting.

Vote to review and possibly approve the open session minutes of 3/24/22 and 4/12/22

3/24/22

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

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

VOTED: To approve the minutes of 3/24/22, as edited

4/12/22

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

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

VOTED: To approve the minutes of 4/12/22, as edited

Citizen's Comments (cont.)

None

Upcoming Agenda Items

May 17:

- Select Board Newsletter approval
- ARPA decisions
- Deliverables and liaison roles
- Town Meeting debrief
- FY Audit presentation
- Survey regarding remote and hybrid meetings
- Finalization of letter to USACE

Future:

- Vocational education in Sudbury
- Capital process for next year
- Appointment policy
- Peakham Road traffic
- Determination regarding two Select Board Subcommittees; the Select Board Policies subcommittee and the Sewataro Negotiations subcommittee
- Decision on whether to extend the Transportation Committee terms
- Discussion regarding passage of climate emergency declaration

- Article 29 action
- Verizon cable public hearing

Vote to Adjourn Meeting

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

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

VOTED: To adjourn the Select Board meeting

There being no further business, the meeting was adjourned at 10:30 p.m.

**SUDBURY SELECT BOARD**

Tuesday, June 14, 2022

MISCELLANEOUS (UNTIMED)**15: Citizen's Comments (cont)****REQUESTOR SECTION**

Date of request:

Requested by: Patty Golden

Formal Title: Citizen's Comments (cont)

Recommendations/Suggested Motion/Vote:

Background Information:

Financial impact expected:

Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

Patty Golden	Pending
Henry L Hayes	Pending
Town Counsel	Pending
Select Board	Pending

06/14/2022 6:00 PM



SUDBURY SELECT BOARD

Tuesday, June 14, 2022

MISCELLANEOUS (UNTIMED)**16: Upcoming agenda items**REQUESTOR SECTION

Date of request:

Requested by: Patty Golden

Formal Title: Upcoming agenda items

Recommendations/Suggested Motion/Vote:

Background Information:

Financial impact expected:

Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

Patty Golden	Pending
Henry L Hayes	Pending
Town Counsel	Pending
Select Board	Pending

06/14/2022 6:00 PM

POTENTIAL UPCOMING AGENDA ITEMS/MEETINGS

MEETING/EVENT	DESCRIPTION
June 28	2022 Select Board Newsletter topic discussion
July 14, 7:00-9:00 PM	Town Forum (via Zoom): Climate Change and Sustainability in Sudbury
Date to be determined	By-law items to examine - Special Events & Demonstration Permits; Common Victualler License Holders (Related to Farm Act exemptions, citizen request); Nuisance/Blight Bylaw; Removal Authority of members from appointments
	Sudbury Housing Trust Bylaw
	Capital Process
	Citizen Leadership Forum
	Climate Emergency declaration & sustainability director
	Comprehensive Wastewater Management Plan (CWMP) update – public hearing
	Discussion on Select Board meeting flow, process, efficiency, and decorum
	Discussion on potential ADA policy
	Discussion on Town Manager Task Requests
	Discussion on whether to extend DEI commission (by 9/30/22)
	Executive Session minutes to review/release
	Eversource
	Fairbank Community Center update (ongoing)
	Health/COVID-19 update
	Investment Advisory Committee
	Invite Commission on Disability Chair to discuss Minuteman High School
	Local receipts – fee schedule review (Member Russo)
	Quarterly review of approved Executive Session Minutes for possible release (February, May, August and November). Consider separate meeting solely for this purpose.
	Quarterly update from Diversity, Equity and Inclusion Commission (DEI) (December, March, June, September)
	Quarterly update on Bruce Freeman Rail Trail (BFRT) (March, June, September, December)
	Quarterly update on Key Performance Indicators (KPIs) projects to track (December, March, June, September)
	Peakham Road Speed Limits
	Route 20 empty corner lot – former gas station
	Sidewalks discussion
	Solar Panels
	Subcommittee discussion (Executive)
	Town Manager Goals and Evaluation process
	Town Manager Review and Timeline
	Town meeting recap – year in review
	Town Meeting Article 29 actions
	Town-wide traffic assessment and improve traffic flow
	Update on crosswalks (Chief Nix/Dan Nason)
	Update on traffic policy (Chief Nix)
	Vocational Education discussion (Lisa K request)
	Work Session with Town Counsel: Select Board/Town Manager Code of Conduct and other procedural training

Attachment 16.a: Upcoming items 06.14.22 (5276 : Upcoming agenda items)

Standing Items for All Meetings	Select Board requests for future agenda items at end of meeting	16.a
	Citizens Comments, continued (if necessary)	

**SUDBURY SELECT BOARD**

Tuesday, June 14, 2022

CONSENT CALENDAR ITEM**17: RHSO IMA amendment FY23****REQUESTOR SECTION**

Date of request:

Requestor: Liz Rust, Regional Housing Services Office (RHSO)

Formal Title: Vote whether to authorize the Town Manager to sign Inter-Municipal Agreement (IMA) Amendment FY23 for Regional Housing Service Office (RHSO).

Recommendations/Suggested Motion/Vote: Vote whether to authorize the Town Manager to sign Inter-Municipal Agreement (IMA) Amendment FY23 for Regional Housing Service Office (RHSO).

Background Information:
attached memo and amendment for FY23

Financial impact expected:

Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

Patty Golden	Pending
Henry L Hayes	Pending
Town Counsel	Pending
Select Board	Pending

06/14/2022 6:00 PM



Regional Housing Services Office

Serving Sudbury, Bedford, Sudbury, Lexington, Lincoln, Maynard, Sudbury, Wayland, and West

17.a

Office Address: 37 Knox Trail, Sudbury, MA 01720
Phone: (978) 287-1092

Website: WWW.RHSOhousing.org
Email: INFO@RHSOhousing.org

June 6, 2022

To: Henry Hayes
From: Liz Rust, RHSO Director
RE: RHSO FY23 IMA Amendment

Dear Henry,

Attached please find the RHSO FY23 IMA Amendment for Sudbury's consideration and signature.

The IMA is a three-year term, and each year of that term, we update the budget (and any other provisions) through an amendment, to proactively continue membership from the board. For FY23 we have updated the budget and there are no other provisions proposed. FY23 is the last year of the current three-year term, and next year a full IMA will be presented.

Sudbury was a founding member of the RHSO since its inception in 2011, for 11 years. Sudbury has received and has received an average of 920 hours of support annually, and for FY23, Sudbury will receive 947 hours for ~\$75,000, consistent with past practice. Sudbury funds the RHSO through CPA, and the Sudbury Housing Trust.

The RHSO continues to provide services to Sudbury in accordance with our agreement, including rental and ownership monitoring, inventory management, program administration for the town and Trust programs, local support for both the town and its affordable housing groups, and regional efforts including trainings and support for our informational website.

The RHSO greatly appreciates having Sudbury as a member, and we are so pleased to have the opportunity to continue providing support for your affordable housing needs,

Sincerely,

Elizabeth Rust

Attachment17.a: RHSO FY23 IMA cover memo - Sudbury (5279 : RHSO IMA amendment FY23)

AMENDMENT

The agreement entered into by and between the Towns of Acton, Bedford, Concord, Lexington, Lincoln, Maynard, Sudbury, Wayland and Weston (collectively the “Municipalities”), dated October 1, 2020, effective October 1, 2020 (the “Agreement”) to share services of a Regional Housing Services Office provided by the Town of Concord (the “Agreement”), which is incorporated herein by reference, is hereby amended, effective July 1, 2022, as described below.

WHEREAS, the Town of Concord agrees to provide the services described in the Agreement, and NOW,

- Exhibit B. Fee Structure. This Exhibit is deleted and replaced in its entirety with the Membership Fee Schedule Chart for FY23, attached hereto as Exhibit B.
- [SIGNATURE PAGES FOLLOW EXHIBIT B]

Exhibit B

Membership Fee Schedule Chart for FY23

The participating municipalities will proportionally share the total cost of operating the Regional Housing Services Office. The proportional share is determined based on the percentage of hours planned to support each municipality for core services as represented in the fee schedule.

This fee structure does not include payment for additional supplemental services which will be proposed and invoiced outside of this agreement or payment for additional hours in excess of the allotted hours.

FY23 Membership Fee Schedule			
	Hours	% of hrs	Pro rata \$
Acton	442	11%	\$34,980
Bedford	429	10%	\$33,952
Concord	770	19%	\$60,938
Lexington	416	10%	\$32,923
Lincoln	315	8%	\$24,930
Maynard	151	4%	\$11,951
Sudbury	947	23%	\$74,946
Wayland	151	4%	\$11,951
Weston	492	12%	\$38,937
Total	4,113	100%	\$325,508

Hereon duly authorized and executed as a sealed instrument,

TOWN OF ACTON

By its Town Manager

Date: _____, 2022

Hereon duly authorized and executed as a sealed instrument,

TOWN OF BEDFORD

By its Town Manager

Date: _____, 2022

Hereon duly authorized and executed as a sealed instrument,

TOWN OF CONCORD

By its Town Interim Manager

Date: _____, 2022

Hereon duly authorized and executed as a sealed instrument,

TOWN OF LEXINGTON

By its Town Manager

Date: _____, 2022

Hereon duly authorized and executed as a sealed instrument,

TOWN OF LINCOLN

By its Town Administrator

Date: _____, 2022

Hereon duly authorized and executed as a sealed instrument,

TOWN OF MAYNARD

By its Town Administrator

Date: _____, 2022

Hereon duly authorized and executed as a sealed instrument,

TOWN OF SUDBURY

By its Town Manager

Date: _____, 2022

Hereon duly authorized and executed as a sealed instrument,

TOWN OF WAYLAND

By its Acting Town Manager

Date: _____, 2022

Hereon duly authorized and executed as a sealed instrument,

TOWN OF WESTON

By its Town Manager

Date: _____, 2022

**SUDBURY SELECT BOARD**

Tuesday, June 14, 2022

CONSENT CALENDAR ITEM**18: 2022 Annual Board & Committee Re-appointments****REQUESTOR SECTION**

Date of request:

Requested by: Leila S. Frank

Formal Title: Vote whether to approve the annual Select Board's re-appointments of those listed (all of which are subject to acceptance), to acknowledge the resignations of those who choose not to be re-appointed, and to send a letter of appreciation to the resigning volunteers for their service to the community.

Recommendations/Suggested Motion/Vote: Vote whether to approve the annual Select Board's re-appointments of those listed (all of which are subject to acceptance), to acknowledge the resignations of those who choose not to be re-appointed, and to send a letter of appreciation to the resigning volunteers for their service to the community.

Background Information:

Serving committee members and board/committee chairs were asked to provide feedback on continuing service by July 12, 2021. Expiring appointments were posted to the public and applications were requested by July 19, 2021.

Financial impact expected:

Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

Patty Golden	Pending
Henry L Hayes	Pending
Town Counsel	Pending
Daniel E Carty	Pending
Jennifer Roberts	Pending
Select Board	Pending

06/14/2022 6:00 PM

Board/Committee Reappointments

June 10, 2022

Board/Committee Name	First Name	Last Name	Reappointment	Note	Term	Appt. Auth.
Aging, Council on	Patricia	Tabloski	No	Moving out of Sudbury	3	Select Board
Aging, Council on	Peg	Espinola	No	Moving out of Sudbury	2	Select Board
Aging, Council on	Robert	Lieberman	Yes	See 6/14 COA agenda item	3	Select Board
Board of Appeals	Benjamin	Stevenson			1	Select Board
Board of Appeals	Jeffrey	Rose	Yes		1	Select Board
Board of Appeals	William	Ray	Yes	See attached	1	Select Board
Capital Improvement Advisory Committee	Jamie	Gossels	No	Resigned 4/13/22	3	Select Board
Capital Improvement Advisory Committee	Susan	Abrams	Yes		3	Select Board
Capital Improvement Advisory Committee	Thomas	Travers	Yes		3	Select Board
Civil Defense Director	John	Whalen	Staff Appointment		1	Town Manager
Civil Defense, Assistant	Daniel	Nason	Staff Appointment		1	Town Manager
Conservation Commission	Kathleen	Rogers	Yes		3	Town Manager
Constable	William	Pickett	Yes		3	Select Board
Disability, Commission on	Caroline	Santangelo	No	Resigned 5/5/22	3	Town Manager
Earth Removal Board	Benjamin	Stevenson			1	Select Board
Earth Removal Board	Jeffrey	Rose	Yes		1	Select Board
Earth Removal Board	Jonathan	Patch	Yes	See attached	1	Select Board
Earth Removal Board	William	Ray	Yes	See attached	1	Select Board
Energy & Sustainability Committee	James	Cummings	Yes	See attached	3	Select Board
Energy & Sustainability Committee	Rami	Alwan	Yes	See attached	3	Select Board
Historical Commission	Diana	Cebra	Yes	See attached	3	Town Manager
Historical Commission	Kathryn	McGrath	Yes	Associate Member being Promoted to Full Member due to vacancy	3	Town Manager
Historical Commission	Marjorie	Katz	Yes	See attached	3	Town Manager
Historical Commission	Taryn	Trexler	No	To be replaced by associate member Kathryn McGrath	3	Town Manager
Labor Relations Counsel	Kevin	Feeley	Staff Appointment		1	Town Manager
Land Acquisition Review Committee	John	Cutting	No	Resigned 6/13/22	2	Select Board
Permanent Building Committee	Elaine	Jones	Yes		3	Select Board
Permanent Building Committee	Jennifer	Pincus	Yes		3	Select Board
Ponds and Waterways Committee	Ursula	Lyons	Yes		3	Select Board
Sept. 11th Mem. Garden Oversight Com.	Beth	Farrell	Yes		3	Town Manager
Sept. 11th Mem. Garden Oversight Com.	Connie	Marotta	Yes		3	Town Manager
Sept. 11th Mem. Garden Oversight Com.	Deborah	Gordenstein	No	Resigned 5/1/22	3	Town Manager
Sept. 11th Mem. Garden Oversight Com.	Heather	Halsey	Yes		3	Town Manager
Sept. 11th Mem. Garden Oversight Com.	Kathy	Newman	Yes		3	Town Manager
Sept. 11th Mem. Garden Oversight Com.	Kirsten	Roopenian	Yes		3	Town Manager
Sept. 11th Mem. Garden Oversight Com.	Rachel	Goodrich	Yes		3	Town Manager
Special Constable	Andrew	Lewis	Staff Appointment		1	Select Board
Special Constable	John	Whalen	Staff Appointment		1	Select Board
SuAsCo River Stewardship Council	Anne	Slugg	Yes		3	Select Board
SuAsCo River Stewardship Council	John	Drobinski	Yes		3	Select Board
Sudbury Housing Trust	Cynthia	Howe	Yes		2	Select Board
Sudbury Housing Trust	John	Riordan	Yes		2	Select Board
Sudbury Housing Trust	Kelley	Cronin	Yes		2	Select Board
Town Historian	Hardenbergh	Jan	Yes		1	Select Board

Updated 6/14/22

RECEIVED
BOARD OF SELECTMEN
SUDBURY, MA

2022 MAY 31 P 1:51

Mr. William E. Pickett, Jr.
9 Willowbrook Drive
Framingham, MA 01702

May 21, 2022

Select Board and Sudbury
Town Manager
278 Old Sudbury Road,
Sudbury, Massachusetts 01776

RE: William E. Pickett, Jr. Request for reappointment as Constable for the Town of Sudbury, Massachusetts.


Dear Select Board Members and Town Manager:

It has been a great honor for me to serve the Town of Sudbury, Massachusetts as a Constable for the past several years and I wish to continue serving the town in this Capacity.

I respectfully request to be reappointed as a Constable for the Town of Sudbury, MA when my current term expires on May 31, 2022.

I will submit a copy of my new Public Official Bond, as soon as I receive I from my Bonding Company. My current Bond which is on file with your office does not expire until June 30, 2022.

Sincerely,


William E. Pickett, Jr.

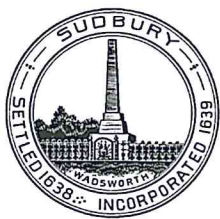
4/19/2022

Leila,
Both James Cummings and I are up for reappointment.

I can speak to the contributions that Jim had made to our committee. He is always present and well informed. He has taken on the reasonability of keeping track of our energy efficiency using the State's software. This is a relatively complex program I would loath to lose his expertise.

It is somewhat awkward for me to endorse myself. I feel that I have chaired the committee faithfully for that past 3 years. I would recommend that if you need a reference you contact some of the other committee members or Bill Barletta.

Thank you for all for hard work,
Rami



Town of Sudbury

Zoning Board of Appeals

appeals@sudbury.ma.us

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

June 7, 2022

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

Re: Appointment of William Ray to the Zoning Board of Appeals and Earth Removal Board

Dear Chair Roberts,

At their meeting on June 6, 2022, the Zoning Board of Appeals voted unanimously, 5-0, to recommend the Select Board appoint William Ray as an Associate Member of the Zoning Board of Appeals and as a Full Member of the Earth Removal Board.

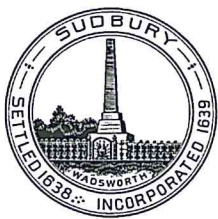
Therefore, I am writing to recommend the Select Board appoint Mr. Ray to the Zoning Board of Appeals and Earth Removal Board, and to request the Select Board consider this recommendation at an upcoming meeting.

Please do not hesitate to contact me if you have any questions about this candidate. Please advise if you think an interview with the candidate will be necessary. Thank you.

On behalf of the Zoning Board of Appeals,

Adam L. Duchesneau, AICP
Director of Planning & Community Development

cc: Zoning Board of Appeals
Earth Removal Board



Town of Sudbury

Zoning Board of Appeals

appeals@sudbury.ma.us

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

May 10, 2022

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

Re: Reappointment of Jonathan Patch to the Earth Removal Board

Dear Chair Roberts,

At their meeting on May 9, 2022, the Zoning Board of Appeals voted unanimously, 5-0, to recommend the Select Board reappoint Jonathan Patch as a Full Member of the Earth Removal Board.

Therefore, I am writing to recommend the Select Board reappoint Mr. Patch to the Earth Removal Board, and to request the Select Board consider this recommendation at an upcoming meeting.

Please do not hesitate to contact me if you have any questions about this candidate. Please advise if you think an interview with the candidate will be necessary. Thank you.

On behalf of the Zoning Board of Appeals,

Adam L. Duchesneau, AICP
Director of Planning & Community Development

cc: Zoning Board of Appeals
Earth Removal Board

April 19, 2022

Henry,

The Sudbury Historical Commission (SHC) received 3 applications for membership on our Commission - two for reappointment in May and one for the expiring term in May of Taryn Trexler who is not seeking reappointment. I believe you have their applications. The positions were advertised as an opening on our website and we received no other applications.

At the SHC meeting this evening, the SHC had discussions with all three candidates. At our meeting this evening, the SHC voted as follows: 7-0 to strongly support the reappointment of Margi Katz to the SHC, 7-0 to strongly support the reappointment of Diana Cebra to the SHC and 7-0 to strongly support the appointment our current alternate SHC member, Kathryn McGrath, to a full member taking Ms. Trexler's full member opening.

Please let me know if you need further information.

Thank you,

Chris Hagger
Chair - SHC

**SUDBURY SELECT BOARD**

Tuesday, June 14, 2022

CONSENT CALENDAR ITEM**19: Accept DEIC resignation****REQUESTOR SECTION**

Date of request:

Requested by: Patty Golden

Formal Title: Vote to accept the resignation of Katina Fontes, 19 Dorothy Road, from the Diversity, Equity and Inclusion Commission effective June 1, 2022, and send a letter of thanks for her service to the Town.

Recommendations/Suggested Motion/Vote: Vote to accept the resignation of Katina Fontes, 19 Dorothy Road, from the Diversity, Equity and Inclusion Commission effective June 1, 2022, and send a letter of thanks for her service to the Town.

Background Information:
attached resignation email.

Financial impact expected:

Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

Patty Golden	Pending
Henry L Hayes	Pending
Town Counsel	Pending
Select Board	Pending

06/14/2022 6:00 PM

From: [Katina Fontes](#)
To: [Diversity, Equity, and Inclusion Commission](#); [Town Manager](#); [Town Clerk](#); [Select Board](#)
Subject: Resignation from Sudbury DEI Commission
Date: Tuesday, May 31, 2022 4:33:37 PM

Dear DEI Commission Members,

This email serves as my official resignation from the Sudbury DEI Commission, effective tomorrow, June 1. It has been an honor serving, and I look forward to working with all of you on current and future endeavors in a nonofficial capacity. The work continues!

All the best,
Katina

--



Katina Fontes, PhD

■ [617-331-0375](tel:617-331-0375)
■ katinafontes@gmail.com
■ www.katinafontes.com



**SUDBURY SELECT BOARD**

Tuesday, June 14, 2022

CONSENT CALENDAR ITEM**20: FY23 cleaning contracts****REQUESTOR SECTION**

Date of request:

Requestor: Sandra Duran, Combined Facilities Director

Formal Title: Vote to approve award of the FY23 contract by the Town Manager upon receipt of a favorable and acceptable bid for cleaning services for the Department of Public Works/Highway buildings and any subsequent renewal options, and for the 14-month period contract commencing July 1, 2022 through August 30, 2023 and any extensions relative thereto for the Fairbank building.

Recommendations/Suggested Motion/Vote: Vote to approve award of the FY23 contract by the Town Manager upon receipt of a favorable and acceptable bid for cleaning services for the Department of Public Works/Highway buildings and any subsequent renewal options, and for the 14-month period contract commencing July 1, 2022 through August 30, 2023 and any extensions relative thereto for the Fairbank building.

Background Information:

Bid documents for DPW & Highway allowing for renewals and for the Fairbank building for a 14-month period plus allowable extensions to coincide with the vacating of the building.

Financial impact expected: budgeted

Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

Patty Golden	Pending
Henry L Hayes	Pending
Town Counsel	Pending
Select Board	Pending

06/14/2022 6:00 PM



SUDBURY SELECT BOARD

Tuesday, June 14, 2022

CONSENT CALENDAR ITEM**21: Rubbish and Recyclables Removal Bid for Town and School buildings for FY23**REQUESTOR SECTION

Date of request:

Requestor: Sandra Duran, Combined Facilities Director

Formal Title: Vote to approve award of contract by the Town Manager for rubbish and recyclables removal and disposal services to the lowest eligible and responsible bidder as determined for FY23 and any successive periods at the option of the Town Manager.

Recommendations/Suggested Motion/Vote: Vote to approve award of contract by the Town Manager for rubbish and recyclables removal and disposal services to the lowest eligible and responsible bidder as determined for FY23 and any successive periods at the option of the Town Manager.

Background Information:

Rubbish and Recyclables Removal Bid for Town and School buildings for FY23 with option to renew for FY24 and FY25.

Financial impact expected: budgeted

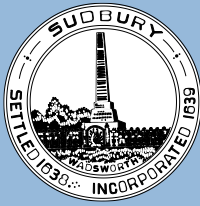
Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

Patty Golden	Pending
Henry L Hayes	Pending
Town Counsel	Pending
Select Board	Pending

06/14/2022 6:00 PM



SUDBURY SELECT BOARD

Tuesday, June 14, 2022

CONSENT CALENDAR ITEM**22: Oechsle Conservation Restriction****REQUESTOR SECTION**

Date of request:

Requestor: Lori Capone, Conservation Coordinator

Formal Title: Vote to accept the Assignment of the Oechsle Conservation Restriction on two parcels on Old Sudbury Road (Parcels H11-0307 and H11-0306) totaling 388,867 +/- sq. feet, from Sudbury Valley Trustees to the Sudbury Conservation Commission, subject to Town Counsel review of the final Assignment document, with the requirement that SVT amend the CR to allow for public access.

Recommendations/Suggested Motion/Vote: Vote to accept the Assignment of the Oechsle Conservation Restriction on two parcels on Old Sudbury Road (Parcels H11-0307 and H11-0306) totaling 388,867 +/- sq. feet, from Sudbury Valley Trustees to the Sudbury Conservation Commission, subject to Town Counsel review of the final Assignment document, with the requirement that SVT amend the CR to allow for public access.

Background Information:

This Conservation Restriction is currently held by Sudbury Valley Trustees (SVT). The land owner would like to gift the land to SVT. Since SVT can not hold both the land and the Conservation Restriction, they have requested the Conservation Commission accept assignment of the CR. The Commission voted at their meeting on June 6, 2022 to accept this CR, subject to Town Counsel review of the final Assignment document and with the requirement that SVT amend the CR to allow for public access.

Financial impact expected:

Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

Patty Golden	Pending
Henry L Hayes	Pending
Town Counsel	Pending
Select Board	Pending

06/14/2022 6:00 PM



2008 00200728

Bk: 52008 Pg: 381 Doc: REST
Page: 1 of 14 12/23/2008 02:14 PM

CONSERVATION RESTRICTION TO SUDBURY VALLEY TRUSTEES

I. OWNER CLAUSE:

I, Walter Oechsle, as Trustee of the Walter Oechsle Trust, u/d/t dated November 7, 1990 and recorded with the Middlesex County Registry of Deeds at Book 48531, Page 316, having an address at 10 Rice Road, Sudbury, Massachusetts, and Christa C. Oechsle, as Trustee of the Christa C. Oechsle Trust, u/d/t dated November 7, 1990, and recorded with the Middlesex County Registry of Deeds at Book 48531, Page 313, having an address of 7612 Isla Verde Way, Delray Beach, Florida, their successors and assigns ("Owner(s)"), acting pursuant to Section 31, 32 and 33 of Chapter 184 of the General Laws, grant, with quitclaim covenants as a gift, to **Sudbury Valley Trustees, Inc.**, a Massachusetts non-profit corporation located at 18 Wolbach Road, Sudbury, Massachusetts, and its successors and permitted assigns ("Holder(s)") in perpetuity and exclusively for conservation purposes, the following described Conservation Restriction on two parcels of land located in the Town of Sudbury, Massachusetts, constituting approximately 388,867± sq. feet, in total, said parcels (the "Premises") being described in Exhibit A and attached plan. For title reference see Deeds recorded with Middlesex South District Registry of Deeds at Book 49309, pages 535 and 538. (4/19/07).

II. PURPOSES:

The Premises, comprised of approximately 388,867 ± sq. feet of land contains unusual, unique and outstanding qualities that require protection. The purpose of this Conservation Restriction is to assure that the Premises will be maintained in its current condition in perpetuity and for conservation purposes in a natural or open condition that will be of benefit to the public. The conservation and preservation values include the following:

- A. The preservation of open space. The protection of the Premises contributes to the protection of the scenic and natural character of the Town of Sudbury, and enhances an existing corridor of protected lands, including the Town of Sudbury's King Philip's Woods and Piper property, Sudbury Valley Trustees' Wolbach Farm, and the Great Meadows National Wildlife Refuge.
- B. The preservation of scenic views: The protection of the Premises in its natural state without cultivation or interference with the Premises as a pristine, natural wooded area protects the scenic "gateway" into the Town of Sudbury as identified in *Town of Sudbury's 2008 Open Space and Recreation Plan* and *Sudbury Reconnaissance Report: Freedom's Way Landscape Inventory (June 2006)*.
- C. The preservation of wildlife habitat: The Premises contains approximately nine (9) acres of upland forests, wooded wetland, and a stream representing habitat for numerous wildlife species.

Walter Oechsle
90 New State Hlth
Apt 400 02162

- D. Furtherance of Government Policy: Protection of the Premises furthers the *Town of Sudbury's 2008 Open Space and Recreation Plan* by protecting the Town's scenic landscape within the Sudbury Center Historic District. The Premises are within the Town Center and the Sudbury River Corridor Priority Heritage Landscapes as identified in *Sudbury Reconnaissance Report: Freedom's Way Landscape Inventory (June 2006)*.

III. PROHIBITED ACTS AND USES, EXCEPTIONS, THERETO, AND PERMITTED USES:

- A. **Prohibited Acts and Uses.** Subject to the exceptions set forth in paragraph B below, the Owner(s) will neither perform nor allow others to perform the following acts and uses, which are prohibited on, above and below the Premises:
1. Constructing or placing of any temporary or permanent building, tennis court, landing strip, mobile home, swimming pool, fences, asphalt or concrete pavement, sign, billboard or other advertising display, antenna, utility pole, tower, conduit, line or other temporary or permanent structure or facility on, above or under the Premises.
 2. Mining, excavating, dredging or removing from the Premises of soil, loam, peat, gravel, sand, rock or other mineral resources or natural deposit;
 3. Placing, filling, storing or dumping on the Premises of soil, refuse, trash, vehicle bodies or parts, rubbish, debris, junk, waste or other substance or material whatsoever or the installation of underground storage tanks;
 4. Cutting, removing or otherwise destroying trees, grasses or other vegetation;
 5. The subdivision of the Premises; no portion of the Premises may be used toward building requirements on this or any other lot;
 6. Activities detrimental to wildlife habitat, drainage, flood control, water conservation, erosion control or soil conservation;
 7. The use, parking or storage of motorized vehicles, including ATV's, motorcycles, campers, except as necessary by safety officials in the performance of their official duties;
 8. The removal or destruction of stone walls;
 9. The use of the Premises for more than a de minimus commercial recreation, business or industrial use.
 10. Any other use of the Premises or activity which would materially impair conservation interests unless necessary for the protection of the conservation interests that are the subject of this Conservation Restriction.

- B. Exceptions to Otherwise Prohibited Acts and Uses.** The following acts and uses otherwise prohibited in subparagraph A are permitted but only if such acts or uses do not materially impair conservation interests. All activities of the Grantor shall be conducted in accordance with federal, state and local laws and regulations.

1. Excavation and removal from the Premises of soil, gravel or other mineral resource or natural deposit as may be incidental to the maintenance of good drainage or soil conservation practices of the Premises.
2. The maintenance of piles of limbs, brush, leaves and similar biodegradable material originating on the Premises provided such piles are not conspicuous or otherwise interfere with the conservation objectives of this Conservation Restriction.
3. The placing of sight pervious fences that do not interfere with the conservation purposes of this Conservation Restriction and do not interfere with the passage of wildlife to and from the Premises.
4. Selective cutting of trees for fire protection, unpaved trail and road maintenance, tick control, or otherwise to preserve the present condition of the Premises.
5. The removal of non-native or invasive species, the interplanting of native species, and the control of species in a manner that minimizes damage to the surrounding, non-target species and preserves water quality.
6. Erection of signs by the Owner(s) or Holder(s) identifying the Owner(s) as Holder(s) of the restriction and to educate the public about the conservation values protected and any limitations relating to public access.
7. The use of the Premises by the Owner(s) for passive recreation, including but not limited to nature observation, hiking, and education activities, provided, however, that such access is not inconsistent with the Purposes of this Conservation Restriction.

- C. Permitted Acts and Uses.** All acts and uses are prohibited unless permitted by subparagraphs A and B.

IV. LEGAL REMEDIES OF THE OWNERS(S):

A. Legal and Injunctive Relief

The rights hereby granted shall include the right to enforce this Conservation Restriction by appropriate legal proceedings and to obtain injunctive and other equitable relief against any violations, including, without limitation, relief requiring restoration of the Premises to its condition prior to the time of the injury complained of (it being agreed that Holder(s) will have no adequate remedy at law), and shall be in addition to, and not in limitation of, any other rights and remedies available to the Holder(s). Holder(s) shall attempt to resolve issues concerning violations through negotiations with Owner(s) prior to resorting to legal means.

B. Reimbursement of Costs of Enforcement

The Owner(s), and thereafter the successors and assigns of the Owner(s) covenant and agree to reimburse the Holder(s) for all reasonable costs and expenses (including without limitation counsel fees) incurred in enforcing this Conservation Restriction or in remedying or abating any violation thereof.

C. Holder(s) Disclaimer of Liability

By its acceptance of this Conservation Restriction, the Holder(s) do(es) not undertake any liability or obligation relating to the condition of the Premises not directly caused by the Holder(s), their agents or assigns.

D. Severability Clause

If any provision of this Conservation Restriction shall to any extent be held invalid, the remainder shall not be affected.

E. Non-Waiver

Any election by the Holder(s) as to the manner and timing of its right to enforce this Conservation Restriction or otherwise exercise its rights hereunder shall not be deemed or construed to be a waiver of such rights.

V. ACCESS:

The Conservation Restriction hereby conveyed does not grant to the Holder(s), to the general public, or to any other person any right to enter upon the Premises except there is granted to the Holder(s) and its representatives the right to enter the Premises at reasonable times and in a reasonable manner for the purposes of inspecting the same to determine compliance herewith, or to enter in an emergency situation to protect the Premises or the surrounding area. The Owner(s) also grants to the Holder(s), after 30 days notice of a violation and failure of the Owner(s) to cure said violation, the right to enter the Premises for the purpose of taking any and all actions with respect to the Premises as may be necessary or appropriate to remedy or abate any violation hereof, including but not limited to the right to perform a survey of boundary lines.

VI. EXTINGUISHMENT:

A. Holder(s)' Receipt of Property Right

The Owner(s) and the Holder(s) agree that the donation of this Conservation Restriction gives rise to a real property right, immediately vested in the Holder(s), with a fair market value that is at least equal to the proportionate value that this

Conservation Restriction determined at the time of the gift bears to the value of the unrestricted Premises at that time.

B. Value of Holder(s)' Property Right

Such proportionate value of the Holder(s)' property right shall remain constant.

C. Right of Holder(s) to Recover Proportional Value at Disposition

If any occurrence ever gives rise to extinguishment or other release of the Conservation Restriction under applicable law, then the Holder(s), on a subsequent sale, exchange or involuntary conversion of the Premises, shall be entitled to a portion of the proceeds equal to such proportionate value, subject, however, to any applicable law which expressly provides for a different disposition of proceeds.

D. Owner(s)/Holder(s) Cooperation regarding Public Action

Whenever all or part of the Premises or any interest therein is taken by public authority under power of eminent domain or other act of public authority, then the Owner(s) and the Holder(s) shall cooperate in recovering the full value of all direct and consequential damages resulting from such action.

E. Allocation of Expenses upon Disposition

All related expenses incurred by the Owner(s) and the Holder(s) shall first be paid out of any recovered proceeds, and the remaining proceeds shall be distributed between the Owner(s) and Holder(s) in shares equal to such proportionate value.

F. Continuing Trust of Holder(s)' Share of Proceeds of Conservation Restriction Disposition

The Holder(s) shall use its share of the proceeds in a manner consistent with the conservation purposes of this grant.

VII. ASSIGNABILITY:

A. Running of the Burden

The burden of this Conservation Restriction shall run with the Premises in perpetuity, and shall be enforceable against the Owner(s) and the successors and assigns of the Owner(s) holding any interest in the Premises.

B. Execution of Instruments

The Holder(s) is authorized to record or file any notices or instruments appropriate to assuring the perpetual enforceability of this Conservation Restriction; The Owner(s) on behalf of themselves and their successors and assigns appoint the Holder(s) their attorney-in-fact to execute, acknowledge and deliver any such instruments on their behalf. Without limiting the foregoing, the Owner(s) and their successors and assigns agree themselves to execute any such instruments upon request.

C. Running of the Benefit

The benefits of this Conservation Restriction shall be in gross and shall not be assignable by the Holder(s), except in the following instances and from time to time:

- i. as a condition of any assignment, the Holder(s) requires that the purpose of this Conservation Restriction continue to be carried out, and
- ii. the assignee, at the time of assignment, qualifies under Section 170(h) of the Internal Revenue Code of 1986, as amended, and applicable regulations thereunder, and under Section 32 of Chapter 184 of the General Laws as an eligible donee to receive this Conservation Restriction directly.

VIII. SUBSEQUENT TRANSFERS:

The Owner(s) agree to incorporate by reference the terms of this Conservation Restriction in any deed or other legal instrument by which they divest themselves of any interest in all or a portion of the Premises, including a leasehold interest and to notify the Holder(s) within twenty (20) days of such transfer. Failure to do so shall not impair the validity of the Conservation Restriction.

IX. ESTOPPEL CERTIFICATES:

Upon request by the Owner(s), the Holder(s) shall within twenty (20) days execute and deliver to the Owner(s) any document, including an estoppel certificate, which certifies the Owner(s) compliance with any obligation of the Owner(s) contained in this Conservation Restriction.

X. EFFECTIVE DATE:

This Conservation Restriction shall be effective when the Owner(s) and Holder(s) have executed it, the administrative approvals required by Section 32 of Chapter 184 of the General Laws have been obtained, and it has been recorded, or if registered land, it has been registered.

XI. MISCELLANEOUS:

Approval of this Conservation Restriction pursuant to M.G.L. Chapter 184, Section 32 by any municipal officials and by the Secretary of Energy and Environmental Affairs is not to be construed as representing the existence or non-existence of any pre-existing rights of the public, if any, in and to the Premises, and any such pre-existing rights of the public, if any, are not affected by the granting of this Conservation Restriction.

XII. RECORDATION:

The Owner(s) shall record this instrument in timely fashion in the Middlesex South District Registry of Deeds. The Owner(s) shall provide the Holder(s) with a recorded copy of the Conservation Restriction no later than 10 calendar days following execution of the Conservation Restriction.

XIII. AMENDMENT:

If circumstances arise under which an amendment to or modification of this Conservation Restriction would be appropriate, Owner(s) and Holder(s) may jointly amend this Conservation Restriction; provided that no amendment shall be allowed that will affect the qualification of this Conservation Restriction or the status of Holder(s) under any applicable laws, including Section 170(h) of the Internal Revenue Code of 1986, as amended, or Section 31-33 of Chapter 184 of the General Laws of Massachusetts, and any amendment shall be consistent with the purposes of this Conservation Restriction, and shall not affect its perpetual duration. Any such amendment shall be approved by the parties herein and recorded in the Middlesex South District Registry of Deeds.

XIV. NOTICES:

Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage pre-paid, addressed as follows:

To Owner(s): Walter Oechsle Trust and Christa C. Oeschle Trust
c/o Walter and Christa Oechsle
10 Rice Road
Sudbury, Massachusetts 01776

To Holder(s): Sudbury Valley Trustees, Inc.
18 Wolbach Road
Sudbury, Massachusetts 01776

or to such other address as any of the above parties shall designate from time to time by written notice to the other, or that is reasonably ascertainable.

XV. GENERAL PROVISIONS:

A. Controlling Law

The interpretation and performance of this Conservation Restriction shall be governed by the laws of the Commonwealth of Massachusetts.

B. Liberal Construction

Any general rule of construction to the contrary notwithstanding, this Conservation Restriction shall be liberally construed in favor of the grant to effect the purpose of this Conservation Restriction and the policy and purposes of Massachusetts General Laws Chapter 184, Sections 31-33. If any provision in this instrument is found to be ambiguous, any interpretation consistent with the purpose of this Conservation Restriction that would render the provision valid shall be favored over any interpretation that would render it invalid.

C. Non-Merger

The parties intend that any future acquisition of the Premises shall not result in a merger of the Conservation Restriction into the fee. The Grantor agrees that it will not grant, and the Grantee agrees that it will not acquire title to, any part of the Premises without having first assigned this Conservation Restriction to ensure that merger does not occur. If it is determined that a transfer or assignment of any interest will result in a merger, no deed shall be effective until this Conservation Restriction is assigned or other action taken to avoid a merger and to preserve its terms and enforceability. It is the intent of the parties that the Premises will be subject to the terms of this Conservation Restriction in perpetuity, notwithstanding any merger.

WITNESS my hand and seal this 17th day of November, 2008

WALTER OECHSLE TRUST

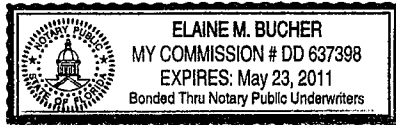

BY: Walter Oechsle, Trustee

CHRISTA C. OECHSLE TRUST


BY: Christa C. Oechsle, Trustee

State of Florida
 THE ~~COMMONWEALTH OF MASSACHUSETTS~~)
) ss
 COUNTY OF Palm Beach)

On this 17 day of November, 2008, before me, the undersigned notary public, personally appeared Walter Oechsle, Trustee of the Walter Oechsle Trust, proved to me through satisfactory evidence of identification, which was ☐ photographic identification with signature issued by a federal or state governmental agency, ☐ oath or affirmation of a credible witness, ☒ personal knowledge of the undersigned, to be the person whose name is signed on the preceding or attached document(s), and acknowledged to me that he/she/they signed it voluntarily for its stated purpose.

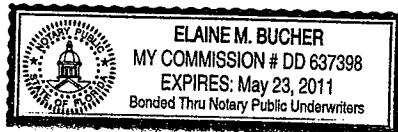


[Signature]

Notary Public:
 My Commission Expires:

State of Florida)
) ss
 COUNTY OF Palm Beach)

On this 17 day of November, 2008, before me, the undersigned notary public, personally appeared Christa C. Oechsle, Trustee of the Christa C. Oechsle Trust, proved to me through satisfactory evidence of identification, which was ☐ photographic identification with signature issued by a federal or state governmental agency, ☐ oath or affirmation of a credible witness, ☒ personal knowledge of the undersigned, to be the person whose name is signed on the preceding or attached document(s), and acknowledged to me that he/she/they signed it voluntarily for its stated purpose.



[Signature]


Notary Public:
 My Commission Expires:

Attachment 22.a: OechsleCR_Recorded (5293 : Oechsle Conservation Restriction)

ACCEPTANCE OF GRANT

The above Conservation Restriction is accepted this 17th day of November, 2008.

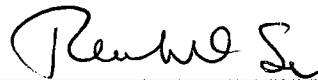
SUDBURY VALLEY TRUSTEES, INC.

BY: 
 Ronald N. McAdow
 Executive Director, duly authorized

[ATTACH CORPORATE VOTE]

THE COMMONWEALTH OF MASSACHUSETTS)
) ss
 COUNTY OF Middlesex)

On this 17 day of November, 2008, before me, the undersigned notary public, personally appeared Ronald N. McAdow, Executive Director of Sudbury Valley Trustees, Inc., proved to me through satisfactory evidence of identification, which was ☐ photographic identification with signature issued by a federal or state governmental agency, ☐ oath or affirmation of a credible witness, ☒ personal knowledge of the undersigned, to be the person whose name is signed on the preceding or attached document(s), and acknowledged to me that he/she/they signed it voluntarily for its stated purpose on behalf of said corporation.



Notary Public:

My Commission Expires:

RACHEL SAGAN
MY COMM. EXPIRES
MAY 21, 2015

Attachment22.a: OechsleCR_Recorded (5293 : Oechsle Conservation Restriction)

APPROVAL BY SELECTMEN

We, the undersigned, being a majority of the Selectmen of the Town of Sudbury, Massachusetts, hereby certify that at a meeting duly held on November 25, 2008 the Selectmen voted to approve the foregoing Conservation Restriction to SUDBURY VALLEY TRUSTEES, INC. pursuant to M.G.L. Ch. 184 §32.

Board of Selectmen

Print Name:

Print Name:

Print Name:

THE COMMONWEALTH OF MASSACHUSETTS)

COUNTY OF Middlesex)

) ss

On this 25th day of November, 2008, before me, the undersigned notary public, personally appeared Lawrence W. O'Brien, member of the Sudbury Board of Selectmen, proved to me through satisfactory evidence of identification, which was ☐ photographic identification with signature issued by a federal or state governmental agency, ☐ oath or affirmation of a credible witness, ☒ personal knowledge of the undersigned, to be the person whose name is signed on the preceding or attached document(s), and acknowledged to me that he/she/they signed it voluntarily for its stated purpose as a member of the Board.


Mary A. McCormack
Notary Public: MARY A. MCCORMACK
My Commission Expires: 8/25/2011

Attachment22.a: OechsleCR_Recorded (5293 : Oechsle Conservation Restriction)

**APPROVAL BY SECRETARY OF ENERGY AND ENVIRONMENTAL AFFAIRS
COMMONWEALTH OF MASSACHUSETTS**

The undersigned, Secretary of the Executive Office of Energy and Environmental Affairs of the Commonwealth of Massachusetts, hereby certifies that the foregoing Conservation Restriction to SUDBURY VALLEY TRUSTEES, INC. has been approved in the public interest pursuant to M.G.L. ch. 184 §32.

Date: 12/8, 2008




Secretary of Energy and Environmental Affairs

THE COMMONWEALTH OF MASSACHUSETTS)

COUNTY OF Suffolk) ss

On this 8th day of December, 2008, before me, the undersigned notary public, personally appeared Jan A. Bowles, proved to me through satisfactory evidence of identification, which was ☐ photographic identification with signature issued by a federal or state governmental agency, ☐ oath or affirmation of a credible witness, ☐ personal knowledge of the undersigned, to be the person whose name is signed on the preceding or attached document(s), and acknowledged to me that he/she/they signed it voluntarily for its stated purpose.



Notary Public:

My Commission Expires: 12/15/2011

E:\WR\RE\OECHSEL\CONSREST.WPD

Attachment22.a: OechsleCR_Recorded (5293 : Oechsle Conservation Restriction)

EXHIBIT A**PROPERTY DESCRIPTION**

Lot 1 (169,143 \pm SF or 3.883 \pm AC) as shown on a plan entitled "COMPILED PLAN OF LAND IN SUDBURY, MA (MIDDLESEX COUNTY) 1 INCH = 40 FEET", Date: March 28, 1991 BEALS AND THOMAS, INC." duly recorded in Plan Book 21105, Page 586. For further reference see Deed dated April 16, 2007 and recorded with the Middlesex County Registry of Deeds at Book 49309, Page 538.

and

Lot 2 (219,724 \pm SF or 5.044 \pm AC), as shown on a plan entitled "COMPILED PLAN OF LAND IN SUDBURY, MA (MIDDLESEX COUNTY) 1 INCH = 40 FEET", Date: March 28, 1991 BEALS AND THOMAS, INC." duly recorded in Plan Book 21105, Page 586. For further reference see Deed dated April 16, 2007 and recorded with the Middlesex County Registry of Deeds at Book 49309, Page 535.

38913v2 Boston 013770

Attachment22.a: OechsleCR_Recorded (5293 : Oechsle Conservation Restriction)





2008 00200727
Bk: 52008 Pg: 380 Doc: VOTE
Page: 1 of 1 12/23/2008 02:14 PM

CLERK'S CERTIFICATE

Sudbury Valley Trustees, Inc.

22.a

I, Susan J. Crane, do hereby certify that I am the Clerk of Sudbury Valley Trustees, Inc., a Massachusetts corporation, and I further certify that the following persons are the duly elected and acting officers of the Sudbury Valley Trustees, Inc. as of the date hereof:

President - Marylynn Gentry	Treasurer - Bruce Osterling
Vice President - Stephen Winthrop	Clerk - Susan J. Crane
Executive Director - Ron McAdow	

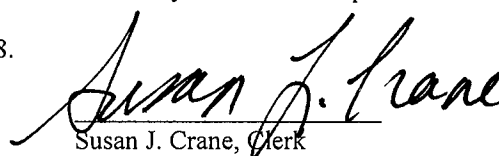
I further certify that by a meeting of the Board of Directors of the corporation duly called and held at the corporation's offices 18 Wolbach Road, Sudbury, Massachusetts 01776 on the 18th day of June, 2008, a quorum being present and voting, the following resolutions were adopted:

- I. **RESOLVED**, that this Corporation is hereby authorized to accept as a gift a conservation restriction on property located at Old Sudbury Road in Sudbury, Massachusetts, said property comprising approximately 8.93 acres of land and being recorded at the Middlesex Registry of Deeds in Book 49309. pages 535 and 538;
- II. **FURTHER RESOLVED** that the Corporation, acting by and through the Corporation's president, vice-president, treasurer, and executive director, or any one of them acting singly, is hereby authorized to borrow and re-borrow funds, to affix the Corporate seal to, or to execute such other instruments, and to take such actions on behalf of the Corporation, as they, or any one of them singly, deem appropriate to carry out the intent of the foregoing resolutions, and any such action or deed so taken, and any instrument so executed shall be conclusive evidence that the same was authorized by this vote.
- III. **FURTHER RESOLVED** that the Corporation, acting by and through the Corporation's president, vice-president, treasurer, and executive director, or any one of them acting singly, is hereby authorized to affix the Corporate seal to, or to execute such other instruments, and to take such actions on behalf of the Corporation, as they, or any one of them singly, deem appropriate to carry out the intent of the foregoing resolutions, and any such action or deed so taken, and any instrument so executed shall be conclusive evidence that the same was authorized by this vote.

I do further certify that the above vote has not been altered, amended, rescinded, or repealed.

I do further certify that the foregoing vote is in accordance with the charter and by-laws of the corporation.

WITNESS my hand and seal this 1 day of December 2008.


Susan J. Crane, Clerk

The Commonwealth of Massachusetts
Middlesex County, ss.

December, 2008

On this 1 day of 12, 2008, before me, the undersigned Notary Public, personally appeared the above-named Susan J. Crane, proved to me by satisfactory evidence of identification, being (check whichever applies): ☐ driver's license or other state or federal governmental document bearing a photographic image, ☐ oath or affirmation of a credible witness known to me who knows the above signatories, or ☐ my own personal knowledge of the identity of the signatories, to be the people whose names are signed above, and acknowledged the foregoing to be signed by them voluntarily for its stated purpose.

Notary Public
My commission expires:

RACHEL SAGAN
MY COMM. EXPIRES
MAY 21, 2015

Attachment22.a: OechsleCR_Recorded (5293 : Oechsle Conservation Restriction)



SUDBURY SELECT BOARD

Tuesday, June 14, 2022

CONSENT CALENDAR ITEM**23: Townwide drainage and roadway reconstruction****REQUESTOR SECTION**

Date of request:

Requestor: Dan Nason DPW Director

Formal Title: Vote to approve contracts by the Town Manager related to all services and actions required in connection with the Goodman's Hill Road and Pratt's Mill Road projects as approved under the vote of Article 42 of the 2022 Annual Town Meeting for Townwide Drainage and Road Reconstruction.

Recommendations/Suggested Motion/Vote: Vote to approve contracts by the Town Manager related to all services and actions required in connection with the Goodman's Hill Road and Pratt's Mill Road projects as approved under the vote of Article 42 of the 2022 Annual Town Meeting for Townwide Drainage and Road Reconstruction.

Background Information:

Pursuant to the vote under Article 42 of the 2022 Annual Town Meeting for Townwide Drainage and Roadway Reconstruction, the DPW Director is requesting authorization for the appropriate services in connection with the Goodman's Hill Road and Pratt's Mill Road projects.

Financial impact expected:Funded under Article 42 of 2022 Annual Town Meeting

Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

Patty Golden	Pending
Henry L Hayes	Pending
Town Counsel	Pending
Select Board	Pending

06/14/2022 6:00 PM



SUDBURY SELECT BOARD

Tuesday, June 14, 2022

CONSENT CALENDAR ITEM**24: Approve FY23 DPW annual or renewal contracts****REQUESTOR SECTION**

Date of request:

Requestor: Dan Nason, DPW Director

Formal Title: Vote to approve for FY23 the annual or renewal DPW contracts awarded and previously approved for FY22 or to be awarded in FY23 on a Fiscal Year basis or Calendar Year basis by the Town Manager in accordance with procurement requirements and as reviewed by Town Counsel.

Recommendations/Suggested Motion/Vote: Vote to approve for FY23 the annual or renewal DPW contracts awarded and previously approved for FY22 or to be awarded in FY23 on a Fiscal Year basis or Calendar Year basis by the Town Manager in accordance with procurement requirements and as reviewed by Town Counsel.

Background Information:

<u>Contract Number</u>	<u>Contract Name</u>	<u>Period</u>
2021/23-BIP-3	Townwide Roadway Resurfacing	Calendar Year (3 rd Yr)
2023-PRES-2	Townwide Roadway Preservation	Calendar Year (2 nd Yr)
2021/23-ER-3	Street Sweeping	Calendar Year (3 rd Yr)
2023-CM-2	Cemetery Mowing/Lawn and Landscape	Calendar Year (2 nd Yr)
2023-TB-2	Town Building Mowing/Lawn and Landscape	Calendar Year (2 nd Yr)
ENE48	Gasoline	State Contract
ENE47	Diesel Fuel	State Contract
2023-M-1	Borrow Materials	FY23 (1 st Yr)
2023-T-1	Trees & Stumps: Removal & Disposal	FY23 (1 st Yr)
2023-BM-1	Bituminous Materials	Calendar Year 2023
2023-SLM-1	Street Light Maintenance	Calendar Year 2023 (1st yr of 3)
2023-TLP-1	Traffic Line Painting	Calendar Year (1 st Yr)
VEH107	Winter Salt	State Contract
2023-SWD-2	Solid Waste Disposal	Fiscal Year (2 nd Yr)
2023-GCCS-1	Granite Curbing & Cement Sidewalks	FY23

2023-SW-1	Stonewalls	FY23
2023-CB-2	Catch Basin Cleaning	Calendar Year (2 nd Yr)
2023-CBA-2	Catch Basin Adjustments	Calendar Year (2 nd Yr)
2023-DS-1	Drainage Structure Rebuilds	Calendar Year (1 st Yr)
2023-TAP-1	Townwide Asphalt Patchwork	Calendar Year (1 st Yr)
2023-GR-3	Guardrail Replacement	Calendar Year (3 rd Yr)
2023-ENV-1	Environmental Services	Fiscal Year

Financial impact expected:budgeted

Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

Patty Golden	Pending
Henry L Hayes	Pending
Town Counsel	Pending
Select Board	Pending

06/14/2022 6:00 PM



SUDBURY SELECT BOARD

Tuesday, June 14, 2022

CONSENT CALENDAR ITEM**25: Old Framingham Road/Nobscot Road Walkway Easement Rd project**REQUESTOR SECTION

Date of request:

Requestor: Dan Nason DPW Director

Formal Title: Vote to approve all contracts by the Town Manager related to all services and actions required in connection with the Old Framingham Road/Nobscot Road Walkway Extension Project as approved and funded under the vote of Article 46 of the 2022 Annual Town Meeting,

Recommendations/Suggested Motion/Vote: Vote to approve all contracts by the Town Manager related to all services and actions required in connection with the Old Framingham Road/Nobscot Road Walkway Extension Project as approved and funded under the vote of Article 46 of the 2022 Annual Town Meeting,

Background Information:

Pursuant to the vote under Article 46 of the 2022 Annual Town Meeting for the Old Framingham Road/Nobscot Road Walkway Extension Project, the DPW Director is requesting authorization for the appropriate services. These relate to all contracted services in connection with drainage, walkway, utility, slope, grading, roadway relocation and construction of improvements and structures including incidental expenses.

Financial impact expected:Funded under Art. 46 of the 2022 ATM

Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

Patty Golden	Pending
Henry L Hayes	Pending
Town Counsel	Pending
Select Board	Pending

06/14/2022 6:00 PM

**SUDBURY SELECT BOARD**

Tuesday, June 14, 2022

CONSENT CALENDAR ITEM**26: Approve MassDOT WRAP funding contract****REQUESTOR SECTION**

Date of request:

Requestor: Dan Nason DPW Director

Formal Title: Vote to enter into contract with MassDOT for Winter Recovery Assistance Program (WRAP) funding. Funds to be used by June 30, 2023.

Recommendations/Suggested Motion/Vote: Vote to enter into contract with MassDOT for Winter Recovery Assistance Program (WRAP) funding. Funds to be used by June 30, 2023.

Background Information:

MassDOT has allocated funds for the Town of Sudbury in the amount of \$462,259.33 to be used by June 30, 2023. See attached letter from MassDOT.

Financial impact expected: The amount of \$462,259.33 shall be reimbursed by the Commonwealth of Massachusetts.

Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

Patty Golden	Pending
Henry L Hayes	Pending
Town Counsel	Pending
Select Board	Pending

06/14/2022 6:00 PM



Charles D. Baker, Governor
Karyn E. Polito, Lieutenant Governor
Jamey Tesler, Secretary & CEO

RECEIVED
BOARD OF SELECTMEN
SUDBURY, MA

massDOT
Massachusetts Department of Transportation

2022 MAY -2 P 1:18

April 28, 2022

Henry Hayes
Town Manager
278 Old Sudbury Road
Sudbury, MA 01776

Dear Henry Hayes:

We are happy to announce \$100,000,000 in statewide funding for the Winter Recovery Assistance Program, also known as WRAP. WRAP provides supplemental funding to cities and towns for improvements to their transportation networks in response to this past winter's harsh weather. Program funding is allocated using a formula based on a municipality's share of local roadway mileage. Sudbury's WRAP funding apportionment is \$462,259.33 based on its locally owned mileage of 138.60982748999999.

WRAP is a reimbursement-based program, and municipalities must enter into an agreement with MassDOT before incurring any costs. Funding must be spent on eligible expenses in order to be reimbursed by MassDOT, and municipalities must submit online project reports with each reimbursement request. Please only begin WRAP work after receiving a Notice to Proceed from MassDOT. To initiate the contracting process, email WRAPReporting@dot.state.ma.us with the contact information (including email address) of your municipality's authorized signatory. The spending deadline for WRAP funding is **June 30, 2023**.

Additional program details including contracting, eligible costs, project reporting, and key deadlines are available online at www.mass.gov/winter-recovery-assistance-program-wrap. Thank you for your commitment to improving the Commonwealth's transportation infrastructure.

Sincerely,

Charles D. Baker
Governor

Karyn E. Polito
Lieutenant Governor



MASSDOT STANDARD CONTRACT FORM

This form is issued and published by the Massachusetts Department of Transportation (MassDOT or Department). Any changes to the official printed language of this form shall be void. Additional non-conflicting terms may be added by Attachment. Contractors may not require any additional agreements, engagement letters, contract forms or other additional terms as part of this Contract without prior Department approval. Click on hyperlinks for definitions, instructions and legal requirements that are incorporated by reference into this Contract.

CONTRACTOR LEGAL NAME: (and d/b/a): TOWN OF SUDBURY	DEPARTMENT NAME: Massachusetts Department of Transportation MMARS Department Code: DOT
Legal Address: (W-9, W-4,T&C): 322 Concord Road, Sudbury, MA 01776	Business Mailing Address: 10 Park Plaza, Boston MA 02116
Contract Manager: Henry L. Hayes, Jr.	Billing Address (if different):
E-Mail: townmanager@sudbury.ma.us	Contract Manager: Cassandra Gascon
Phone: (978) 639-3381 Fax: (978) 443-0756	E-Mail: Cassandra.Gascon@dot.state.ma.us
Contractor Vendor Code: VC6000191996	Phone: (857) 368-4636 Fax: n/a
Vendor Code Address ID (e.g. "AD001"): AD001. (Note: The Address Id Must be set up for EFT payments.)	MMARS Doc ID(s): 118385
RFR/Procurement or Other ID Number: Chapter 42, Section 2E, Acts of 2022.	

<p style="text-align: center;">___ NEW CONTRACT</p> PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department) <input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget) <input type="checkbox"/> Department Procurement (includes State or Federal grants <u>815 CMR 2.00</u>) (Attach RFR and Response or other procurement supporting documentation) <input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget) <input type="checkbox"/> Contract Employee (Attach Employment Status Form, scope, budget) <input checked="" type="checkbox"/> Other Procurement Exception: (Attach authorizing language/justification, scope and budget)	<p style="text-align: center;">___ CONTRACT AMENDMENT</p> Enter Current Contract End Date <i>Prior</i> to Amendment: , 20 . Enter Amendment Amount: \$. (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) <input type="checkbox"/> Amendment to Date, Scope or Budget (Attach updated scope and budget) <input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> Contract Employee (Attach any updates to scope or budget) <input type="checkbox"/> Other Procurement Exception: (Attach authorizing language/justification and updated scope and budget)
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The Standard Contract Form Instructions, Contractor Certifications and the MassDOT Terms and Conditions documents are incorporated by reference into this Contract and are legally binding ☒ MassDOT TERMS AND CONDITIONS ☐ MassDOT IT TERMS AND CONDITIONS

COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for MassDOT/Commonwealth owed debts under 815 CMR 9.00.
☒ Rate Contract (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.)
☐ Maximum Obligation Contract Enter Total Maximum Obligation for total duration of this Contract (or *new* Total if Contract is being amended). \$ _____

PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days ___% PPD; Payment issued within 15 days ___% PPD; Payment issued within 20 days ___% PPD; Payment issued within 30 days ___% PPD. If PPD percentages are left blank, identify reason: ☒ agree to standard 45 day cycle ___ statutory/legal or Ready Payments (G.L. c. 29, § 23A); ___ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.)
 Winter Recovery Assistance Program (WRAP) is for (1) rehabilitation, reconstruction, resurfacing or preservation of roadways and appurtenances; (2) repair or replacement of traffic control devices, signage, guardrails and storm grates or (3) road striping or painting. Funds distributed based on road mileage.

ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations:
 ___ 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date.
☒ 2. may be incurred as of July 1, 2022, a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date.
 ___ 3. were incurred as of , 20 , a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth and MassDOT from further claims related to these obligations.

CONTRACT END DATE: Contract performance shall terminate as of June 30, 2023, with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.

CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the MassDOT Terms and Conditions <https://www.mass.gov/doc/massdot-terms-and-conditions-0/download> or IT Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions, Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.

AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: <u>[Signature]</u> Date: <u>7 June 2022</u> (Signature and Date Must Be Handwritten At Time of Signature or conform to the MassDOT Electronic Signature Policy, as in effect from time to time) Print Name: <u>Henry L. Hayes, Jr.</u> Print Title: <u>Town Manager</u>	AUTHORIZING SIGNATURE FOR MassDOT: X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature, or conform to the MassDOT Electronic Signature Policy, as in effect from time to time) Print Name: _____ Print Title: _____
---	--

Issued May
2004

COMMONWEALTH OF MASSACHUSETTS

CONTRACTOR AUTHORIZED SIGNATORY LISTING

CONTRACTOR LEGAL NAME : Town of Sudbury
CONTRACTOR VENDOR/CUSTOMER CODE: VC6000191996


INSTRUCTIONS: Any Contractor (other than a sole-proprietor or an individual contractor) must provide a listing of individuals who are authorized as legal representatives of the Contractor who can sign contracts and other legally binding documents related to the contract on the Contractor's behalf. In addition to this listing, any state department may require additional proof of authority to sign contracts on behalf of the Contractor, or proof of authenticity of signature (a notarized signature that the Department can use to verify that the signature and date that appear on the Contract or other legal document was actually made by the Contractor's authorized signatory, and not by a representative, designee or other individual.)

NOTICE: *Acceptance of any payment under a Contract or Grant shall operate as a waiver of any defense by the Contractor challenging the existence of a valid Contract due to an alleged lack of actual authority to execute the document by the signatory.*

For privacy purposes **DO NOT ATTACH** any documentation containing personal information, such as bank account numbers, social security numbers, driver's licenses, home addresses, social security cards or any other personally identifiable information that you do not want released as part of a public record. The Commonwealth reserves the right to publish the names and titles of authorized signatories of contractors.

AUTHORIZED SIGNATORY NAME	TITLE
Henry L. Hayes, Jr.	Town Manager

I certify that I am the President, Chief Executive Officer, Chief Fiscal Officer, Corporate Clerk or Legal Counsel for the Contractor and as an authorized officer of the Contractor I certify that the names of the individuals identified on this listing are current as of the date of execution below and that these individuals are authorized to sign contracts and other legally binding documents related to contracts with the Commonwealth of Massachusetts on behalf of the Contractor. I understand and agree that the Contractor has a duty to ensure that this listing is immediately updated and communicated to any state department with which the Contractor does business whenever the authorized signatories above retire, are otherwise terminated from the Contractor's employ, have their responsibilities changed resulting in their no longer being authorized to sign contracts with the Commonwealth or whenever new signatories are designated.


Signature

Date: 7 JUNE 2022

Title: Town Manager

Telephone: (978) 639-3381

Fax: (978) 443-0756

Email: townmanager@sudbury.ma.us

[Listing can not be accepted without all of this information completed.]

A copy of this listing must be attached to the "record copy" of a contract filed with the department.

Issued May
2004

COMMONWEALTH OF MASSACHUSETTS

CONTRACTOR AUTHORIZED SIGNATORY LISTING

CONTRACTOR LEGAL NAME :

CONTRACTOR VENDOR/CUSTOMER CODE:

PROOF OF AUTHENTICATION OF SIGNATURE

This page is optional and is available for a department to authenticate contract signatures.
It is recommended that Departments obtain authentication of signature for the signatory
who submits the Contractor Authorized Listing.

This Section **MUST** be completed by the Contractor Authorized Signatory in presence of notary.

Signatory's full legal name (print or type): HENRY L. HAYES, JR.

Title: TOWN MANAGER

X

Signature as it will appear on contract or other document (Complete only in presence of notary):

AUTHENTICATED BY NOTARY OR CORPORATE CLERK (PICK ONLY ONE) AS FOLLOWS:

I, Patricia B. Golden (NOTARY) as a notary public certify that I witnessed the signature of the aforementioned signatory above and I verified the individual's identity on this date:

07-22, 20 22.

My commission expires on:

2/17/28



PATRICIA B. GOLDEN
Notary Public
Commonwealth of Massachusetts
My Commission Expires
February 17, 2028

AFFIX NOTARY SEAL

I, _____ (CORPORATE CLERK) certify that I witnessed the signature of the aforementioned signatory above, that I verified the individual's identity and confirm the individual's authority as an authorized signatory for the Contractor on this date:

_____, 20 ____.

AFFIX CORPORATE SEAL