

SUDBURY SELECT BOARD
TUESDAY MAY 16, 2023
7:00 PM, ZOOM

Item #	Time	Action	Item
	7:00 PM		CALL TO ORDER
			Opening remarks by Chair
			Reports from Town Manager
			Reports from Select Board
			Public comments on items not on agenda
MISCELLANEOUS			
1.		<i>VOTE / SIGN</i>	As the Licensing Authority for the Town of Sudbury, vote to approve a new Common Victualler License for Town Square Pizza (formerly CJ's), 29 Hudson Road, as requested in an application dated April 5, 2023, subject to conditions put forth by the Health Department, Fire Department and Building Department.
2.			Discussion/recap on 2023 Annual Town Meeting. Moderator Cate Blake will attend.
3.			Discussion on potential Firearms bylaw.
4.		<i>VOTE</i>	Discussion and vote whether to approve a Transfer Station price increase for permits, stickers, and Pay-per-throw bags for FY24, as requested by Dan Nason DPW Director.
5.		<i>VOTE</i>	Discussion on Camp Sewataro and Town Manager joint recommendation to modify the swim program for 2023.
6.		<i>VOTE</i>	Discussion on Transportation Committee reauthorization.
7.		<i>VOTE</i>	Appointment Policy discussion.
8.			Select Board and Town Manager review of the Town Manager onboarding process and discussion of priorities.
9.		<i>VOTE / SIGN</i>	Acknowledge and discuss Open Meeting Law complaint against Select Board members dated April 28, 2023, filed by resident Manish Sharma; and review and discuss responses to complaint.

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
10.			Vocational education discussion
11.		<i>VOTE</i>	Vote to elect a new Chair and Vice-chair and reappoint Town Manager Andrew Sheehan as Clerk to the Select Board. This will take effect at the close of tonight's meeting.
12.		<i>VOTE</i>	Vote to review and possibly approve the open session minutes of 10/24/22, 11/12/22 and 11/15/22.
13.			Upcoming agenda items
CONSENT CALENDAR			
14.		<i>VOTE</i>	Vote to accept a \$300 donation from Main Street Bank for the purposes of the Sudbury Spring Slam Pickleball Tournament on May 20, 2023, as requested by Tricia Sardagnola, Sudbury Park and Recreation Program Coordinator.
15.		<i>VOTE</i>	Vote to accept a donation from the Friends of Sudbury Senior Citizens, in the amount of \$130,000, toward the construction of an outdoor covered patio and inclusion of a gas fireplace at the new Fairbank Community Center.
16.		<i>VOTE</i>	Vote to approve award of contract by the Town Manager to SOCOTEC AE Consulting, LLC for design services related to the replacement/repair of the Department of Public works building roof, both shingle and metal, in preparation for installation of solar arrays with the provision that funding is payable in two parts by the Town Manager upon request of the Permanent Building Committee: Part 1, \$24,000 for design phase services inclusive of preparation of construction documents and bidding; Part 2, \$11,000 for construction administration services relative to Article 25 of the 2023 Annual Town Meeting, DPW Roofing Project Funding; and further, upon successful bidding, to approve execution by the Town Manager of a construction contract for the roofing work under Article 25.
17.		<i>VOTE</i>	Vote to approve for FY24 the annual or renewal DPW contracts awarded and previously approved for FY23 or to be awarded in FY24 on a Fiscal Year basis or Calendar Year basis by the Town Manager in accordance with procurement requirements and as reviewed by Town Counsel.
18.		<i>VOTE</i>	Vote to accept a donation of a \$100 gift card to the Commission on Disability from Roche Bros. Supermarket to be used for the Commission on Disability 30th Anniversary Celebration at the Goodnow Library on May 21, 2023.
19.		<i>VOTE / SIGN</i>	Vote to designate the week of May 21-27, 2023 as National Public Works week in the Town of Sudbury, and to sign a proclamation in that regard, as requested by DPW Director Dan Nason.
20.		<i>VOTE</i>	Vote to authorize the Town Manager to award a contract to JM Goldson LLC to conduct community engagement services as part of the Town's Housing Production Plan update upon the recommendation of the Director of Planning and Community Development and pursuant to Article 32 of the 2021 Annual Town Meeting; and further, to execute any documents relative to said contract.

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Item #	Time	Action	Item
21.		<i>VOTE</i>	Vote to authorize Town Manager to sign Inter-Municipal Agreement (IMA) for Regional Housing Services Office for FY24, commencing July 1, 2023, and expiring on June 30, 2026, as requested by Elizabeth Rust, RHSO.

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



SUDBURY SELECT BOARD
Tuesday, May 16, 2023

MISCELLANEOUS (UNTIMED)

1: Town Square Pizza Common Victualler License Application

REQUESTOR SECTION

Date of request:

Requestor: Town Square Pizza, Inc.

Formal Title: As the Licensing Authority for the Town of Sudbury, vote to approve a new Common Victualler License for Town Square Pizza (formerly CJ's), 29 Hudson Road, as requested in an application dated April 5, 2023, subject to conditions put forth by the Health Department, Fire Department and Building Department.

Recommendations/Suggested Motion/Vote: As the Licensing Authority for the Town of Sudbury, vote to approve a new Common Victualler License for Town Square Pizza (formerly CJ's), 29 Hudson Road, as requested in an application dated April 5, 2023, subject to conditions put forth by the Health Department, Fire Department and Building Department.

Background Information:

This is a change of owner/manager for CJ's. They will change the restaurant name to Town Square Pizza after their applications are approved.

Please see application and staff feedback attached.

Financial impact expected:\$50 Common Victualler License Fee

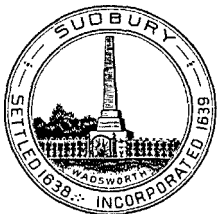
Approximate agenda time requested: 10 minutes

Representative(s) expected to attend meeting: Antonios Vrakas, Owner/Manager

Review:

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

05/16/2023 7:00 PM



Town of Sudbury

Office of Select Board
www.sudbury.ma.us

Flynn Building
278 Old Sudbury Rd
Sudbury, MA 01776-1843
978-639-3381
Fax: 978-443-0756
Email: sbadmin@sudbury.ma.us

APPLICATION FOR COMMON VICTUALLER & ENTERTAINMENT LICENSE

Please complete this application form and return to the Select Board's Office, along with all required materials listed below. Please review your plans with the Building Inspector, Health Director and Fire Chief prior to submitting your application. After submitting the completed form and materials, the applicant will be reviewed by Town staff and added to the Select Board's agenda. The applicant will be asked to attend a Select Board meeting to discuss the application – advanced notice of the date will be provided. The processing time for the license is approximately 30 days.

TO THE LICENSING AUTHORITY
SUDBURY, MASSACHUSETTS

Applicant or Corporate Name: Town Square Pizza INC

Applicant or Corporate Address: 29 Hudson Rd

City: Sudbury State: MA Zip Code: 01776

Applicant Contact Email: _____

Applicant Contact Phone: _____

Business/Restaurant Name (DBA): C/S Gourmet Pizza & Grill

Business/Restaurant Address: 29 Hudson Rd Sudbury, MA

Business/Restaurant Phone: 978-443-3000

Restaurant Manager Name: Ioannis Mellios

APPLICATION REQUIREMENTS

- Completed Tax Attestation (form attached)
- Evidence of compliance with the Worker's Compensation Act requirement to provide workers' compensation insurance for employees. (A copy of the policy or a certificate of insurance is satisfactory.)

2023 APR - 5 A.M. 00
RECEIVED
BOARD OF SELECTMEN
SUDBURY, MA



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

- Background information relative to the corporation. If applicable, articles of incorporation, including, names of principals of corporation, number of restaurants owned, etc.
- Floor plan: detailing plan of rooms, their use, restroom locations, exits, seating arrangements, as well as showing cooking and service area (seating capacity must be obtained from the Building Inspector).
- Whether any changes in the premises, structural or expansion, are planned.
- A dated letter from the present business owner stating the effective date of new ownership.
- A copy of the lease agreement between the property owner and the business owner.
- Application Fee:
 - **Common Victualler License: \$50**
 - **Entertainment License (if applicable): \$50**
 - **Provide one check payable to Town of Sudbury with application materials.**

In accordance with M.G.L. c.140, I hereby request a Common Victualler license, to be presented within the premises herein described.

04/06/2023
Date


Applicant Signature

Please submit completed application and materials to:
Office of Select Board, 278 Old Sudbury Rd, Sudbury, MA 01776

CERTIFICATE OF TAXES/TAX ATTESTATION

Pursuant to M.G.L. Chapter 62C, Section 49A, I certify under penalties of perjury that Town Square Pizza INC has/have complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

92-2540812
Social Security Number, or
Federal Identification Number

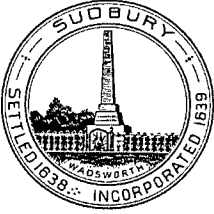
Town Square Pizza INC
Signature of Individual, or
Corporation Name

04/06/2023
Date

By: President
Corporate Officer & Title (if applicable)

AFFIX CORPORATE SEAL

Attachment1.a: CV application complete (5849 : Town Square Pizza Common Victualler License Application)



Town of Sudbury

Office of Select Board
www.sudbury.ma.us

Flynn Building
278 Old Sudbury Rd
Sudbury, MA 01776-1843
978-639-3381
Fax: 978-443-0756
Email: sbadmin@sudbury.ma.us

APPLICATION FOR ENTERTAINMENT LICENSE

Entertainment licenses are required for live entertainment (*not* tv or radio) that occurs Monday – Saturday.

Please note: a separate license is required for entertainment on Sunday.

FORM OF ENTERTAINMENT: _____

DAYS & HOURS OF ENTERTAINMENT: _____

EXPECTED # OF ATTENDEES: _____

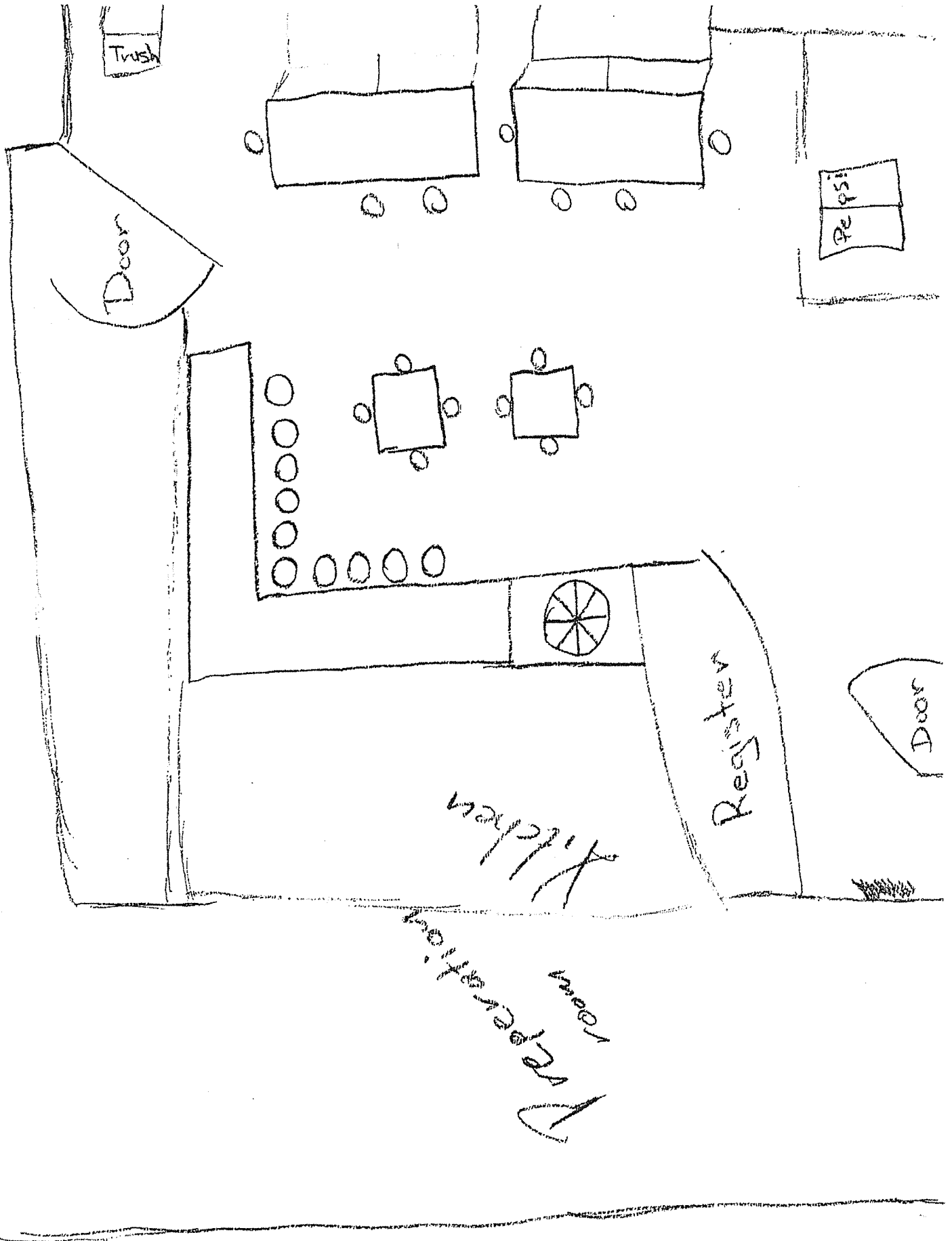
ADDITIONAL REQUIREMENT

Floor plan showing accessibility: the entrance and at least one table must be handicap-accessible.

-OR-

CHECK HERE IF ENTERTAINMENT LICENSE IS NOT REQUESTED.

Attachment1.a: CV application complete (5849 : Town Square Pizza Common Victualler License Application)



Attachment 1.a: CV application complete (5849 : Town Square Pizza Common Victualler License Application)

TOWN SQUARE PIZZA, INC.
29 HUDSON ROAD | SUDBURY | MA | 01776

April 6, 2023

Town of Sudbury
278 Old Sudbury Road
Sudbury, MA 01776

RE: Application for Common Victualler License

To Whom It May Concern:

Please be advised that the effective date of new ownership of CJ's Gourmet Pizza and Grill located at 29 Hudson Road, Sudbury, Massachusetts is March 22, 2023.

Thank you.

Sincerely Yours,

Antonios Vrakas, President
Town Square Pizza, Inc.

LEASE BETWEEN
29 Hudson Road LLC,
AND
CJ's Pizza

FOR SPACE AT

29 Hudson Road, Sudbury, MA

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Attachment 1.a: CV application complete (5849 : Town Square Pizza Common Victualler License Application)

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Y. 16

Date of Lease Execution: December ____, 2012 ("Lease Commencement")

REFERENCE DATA

1.1 SUBJECTS REFERRED TO:

Each reference in this Lease to any of the following subjects shall incorporate the data stated for that subject in this Section 1.1.

LANDLORD:	29 Hudson Road
LANDLORD'S ADDRESS	29 Hudson Road Sudbury, Massachusetts 01776
LANDLORD'S REPRESENTATIVE:	Jeffrey Walker
TENANT:	CJ's Pizza
TENANT'S ADDRESS (FOR NOTICE & BILLING):	200 Washington Street, Hudson MA
01749	
TENANT'S REPRESENTATIVE:	Christos Vozikis
BUILDING:	29 Hudson Road, Sudbury, MA
PREMISES:	Suite 100, first floor main building and lower level; also including the right to the use for customer seating of the outdoor areas under the awnings immediately adjacent to the Premises.
SQUARE FOOTAGE	Approximately 2,254 RSF consisting of approximately 1,754 square feet on first floor (Suite 100) and approximately 500 square feet on the lower level
SCHEDULED TERM COMMENCEMENT DATE:	April 1, 2013 provided delivery of Premises to Tenant by January 1, 2013
RENT COMMENCEMENT DATE:	April 1 provided Landlord delivers premises by January 1, 2013
TERM EXPIRATION DATE: Commencement Date	Five (5) years after the Term
INITIAL TERM:	5 years.

Y.H.

OPTION TERM(S)

One (5) five year option to renew at the rent set forth in the following schedule of Annual Base Rent- years Six through Ten plus two (2) additional (5) five year option to renew at the then fair market rate. In no event shall the Rent for the Option Term be less than, or in excess of five (105%) percent greater than the Rent of the final year of the immediately preceding Lease year. Tenant shall provide Landlord with twelve (12) months prior written notice of its intent to exercise its option. However, to avoid nonexercise through inadvertence, in the event Tenant has failed to exercise an option, the time for Tenant to exercise shall be extended to a period within thirty (30) days of Tenant's receipt of notice from Landlord indicating Tenant's failure to exercise. Time being of the essence.

ANNUAL BASE RENT:

Period	Annual Rent	Monthly Installment	\$/rsf
Year One	\$34,203.00	\$2,850.25	\$19.50 first, \$0.00 lower
Year Two	\$35,080.00	\$2,923.33	\$20.00 first, \$0.00 lower
Year Three	\$35,957.00	\$2,996.42	\$20.50 first, \$0.00 lower
Year Four	\$36,834.00	\$3,069.50	\$21.00 first, \$0.00 lower
Year Five	\$37,711.00	\$3,142.58	\$21.50 first, \$0.00 lower
Year Six	\$41,088.00	\$3,424.00	\$22.00 first, \$5.00 lower
Year Seven	\$41,965.00	\$3,497.08	\$22.50 first, \$5.00 lower
Year Eight	\$40,342.00	\$3,361.83	\$23.00 first, \$5.00 lower
Year Nine	\$43,342.00	\$3,643.25	\$23.50 first,

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Handwritten signature: Y.H.

Period	Annual Rent	Monthly Installment	\$/rsf
			\$5.00 lower
Year Ten	\$44,596.00	\$3,716.33	\$24.00 first, \$5.00 lower

ANNUAL ESTIMATED OPERATING EXPENSES AND REAL ESTATE TAXES:

Tenant shall be responsible for its proportionate share of operating expenses and real estate taxes. For the purpose of calculating Tenants proportionate share of operating expenses and real estate taxes, Landlord and Tenant acknowledge that 2.254 RSF represents 4.51% of the total gross space on the premises. No payments shall be due hereunder until the Rent Commencement Date.

UTILITIES:

Tenant is responsible for paying its own utilities (ie electricity, gas etc.), in addition to the above mentioned Annual Rent, to the extent separately metered and in accordance with the provisions set forth in Exhibit C attached hereto.

RIGHT OF FIRST OFFER:

Tenant shall have the right of first refusal to lease provided Tenant shall have exercised all prior existing options to renew.

SECURITY DEPOSIT:

2 months

PERMITTED USES:

Restaurant offering pizza, subs, sandwiches, salads, burgers, dinners, desserts, drinks and other foods and sundry items as may be found in a restaurant, in compliance with zoning for the Premises, and the terms, covenants and conditions contained herein

REAL ESTATE BROKER(S):

Parsons Commercial Group is the only brokers of record in the

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transaction and they will be compensated by the Landlord per separate agreement.

SPECIAL PROVISIONS: See Exhibit F attached hereto and made part hereof.

1.2 EXHIBITS

The Exhibits listed below in this Section are incorporated in this Lease by reference and are to be construed as part of this Lease:

- EXHIBIT A Plan Showing Tenant's Space
- EXHIBIT B Specifications of Leasehold Improvements
- EXHIBIT C Building Services
- EXHIBIT D Rules and Regulations
- EXHIBIT E Subordination, Non Disturbance & Attornment
- EXHIBIT F Estoppel Certificate

ARTICLE II

PREMISES AND TERM

2.1 PREMISES

Subject to and with the benefit of the provisions of this Lease [and subject to a Cell Tower Lease encumbering a portion of the rooftop common area.] (the "Lot"), Landlord hereby leases to Tenant and Tenant leases from Landlord, Tenant's Space in the Building on the parcel of land on which the Building is located (the Lot), excluding exterior faces of exterior walls, the common facilities area and building service fixtures and equipment serving exclusively or in common other parts of the Building, as depicted on Exhibit A. Tenant's Space, with such exclusions, is hereinafter referred to as the "Premises."

Tenant shall have, as appurtenant to the Premises, the right to use in common with others entitled thereto, subject to reasonable rules of general applicability to tenants of the Building from time to time made by Landlord of which it is given notice: (a) the common facilities included in the Building or on the Lot, including the parking facility, if any, to the extent from time to time designated by Landlord; and (b) the building service fixtures and equipment serving the Premises. Tenant shall have the right to use its proportionate share of the parking spaces in common with the other tenants. Tenant shall have the right to use the parking area for the parking of automobiles, in common with use by other tenants of the Building, provided, however, that Landlord shall not be obligated to furnish stalls or spaces on the Site specifically designated for Tenant's use, and further provided that the number of parking spaces is generally available for Tenant's use, but Landlord shall have not obligation to police same. Landlord agrees, however, to use commercially reasonable efforts to enforce Tenant's parking rights hereunder. Additionally Landlord shall provide short term parking for the common use of all Tenants at locations of Landlords choosing but proximate to the entrance to the premises to accommodate "take out" customers. Tenant covenants and agrees that it and all persons claiming by, through and under it over whom Tenant has authority (which shall include employees and sub tenants), shall at all times abide by all reasonable rules and regulations of general applicability to tenants of the

Handwritten initials/signature

Building promulgated by Landlord with respect to the use of the parking areas on the Site. The parking privileges granted herein are non-transferable except to a permitted assignee or subtenant as provided herein. Further, Landlord assumes no responsibility whatsoever for loss or damage due to fire, theft or otherwise to any automobile(s) parked on the Site or to any personal property therein, except when such damage is due to the gross negligence or willful misconduct of the Landlord, and Tenant covenants and agrees, upon request from Landlord from time to time, to notify its officers, employees, agents and invitees of such limitation of liability. Tenant acknowledges and agrees that a license only is hereby granted, and no bailment is intended or shall be created.

2.2 INITIAL TERM AND OPTION TERM

To have and to hold for a period (the "Initial Term") commencing when the Premises are deemed ready for occupancy as provided in Section 3.2 or, if no work is to be performed by Landlord pursuant to Article III, on the Scheduled Term Commencement Date (whichever of said dates is appropriate being hereafter referred to as the "Commencement Date") and continuing until the Expiration Date, unless sooner terminated as provided in Section 3.2 or 7.1,

Tenant shall have the option to extend the Term for Three (3) additional and successive terms of Five (5) years (the "Option Term") on the conditions that (i) there is no existing substantial Event of Default by Tenant at the time of the giving of the Option Notice (as defined below) or at the end of the Original Term, and (ii) Tenant gives at least twelve (12) months prior written notice of its intent to exercise the Option Term (the "Option Notice") to Landlord. However, to avoid nonexercise through inadvertence, in the event Tenant has failed to exercise an option, the time for Tenant to exercise shall be extended to a period within thirty (30) days of Tenant's receipt of notice from Landlord indicating Tenant's failure to exercise. After the expiration of the first Option Term, the first year's annual rent for each of the two (2) remaining Option Terms shall be no less than, or in excess of five (5) percent greater than the final year of the preceding term.

ARTICLE III CONSTRUCTION

3.1 INITIAL CONSTRUCTION

Tenant shall, on or before Tenant's Design Completion Date, provide to Landlord for approval "Complete Plans" which shall consist of:

Complete sets of construction drawings and specifications prepared at Tenant's expense by an architect and engineer reasonably approved by Landlord and Landlord's engineer, which approval shall not be unreasonably withheld, conditioned or delayed, including but not limited to:

- A. Furniture and Equipment Layout Plans
- B. Dimensioned Partition Plans
- C. Dimensioned Electrical and Telephone Outlet Plans
- D. Reflected Ceiling Plan
- E. Door, Frame and Hardware Schedule
- F. Room Finish Schedule including wall finish and colors, carpet, base and floor tile colors and types

- G. Electrical and Mechanical (Plumbing, Fire Sprinkler and HVAC) Engineered Plans
- II. All necessary construction details and specifications necessary to properly complete the work.

Landlord and Tenant shall initial the Complete Plans after the same have been submitted by Tenant and approved by Landlord, which approval shall not be unreasonably withheld, conditioned or delayed. Landlord, through its contractor shall have the right to bid on all work proposed by Tenant.

If no date is indicated for Tenant's Design Completion Date in Section 1.1, Tenant agrees to accept the Premises on the Commencement Date. All of Tenant's construction, installation of furnishings, and later changes or additions shall be coordinated with any work being performed by Landlord in such manner as to maintain harmonious labor relations and not to damage the Building or Lot or interfere with Building operations. Except for installation of furnishings and trade fixtures and the installation of telephone outlets which must be performed by the local telephone company at Tenant's direction and expense, all work described in the Complete Plans (the "Leasehold Improvements") shall be performed by Landlord's general contractor or a general contractor reasonably approved by the Landlord which approval shall not be unreasonably withheld, conditioned or delayed. In the event that Tenant proposes a contractor or general contractor other than Landlord, the Landlord shall have the opportunity to match said contractor or general contractor's bid.

Landlord will not approve any construction, alterations, or additions requiring unusual expense to readapt the Premises to normal restaurant use on lease termination or increasing the cost of construction, insurance, or taxes on the Building or of Landlord's services called for by Section 5.1 unless Tenant first gives assurances acceptable to Landlord that such readaptation will be made prior to such termination without expense to Landlord and makes provisions acceptable to Landlord for payment of such increased cost. Landlord specifically acknowledges and assents that Tenant's build-out of a restaurant shall not result in Landlord's requirement of payment for readaptation for a purpose other than restaurant. Landlord will also disapprove any alterations or additions requested by Tenant which will delay completion of the Premises or the Building. All changes and additions shall be part of the Building, except such items as by writing at the time of approval the parties agree either shall be removed by Tenant on termination of this Lease, or shall be removed or left at Tenant's election.

3.2 PREPARATION OF PREMISES FOR OCCUPANCY

With respect to any and all construction work Landlord is obligated to perform pursuant to Exhibit B, Landlord agrees to use reasonable efforts to have the Premises ready for occupancy on or before the Scheduled Term Commencement Date, which shall, however, be extended for a period equal to that of any delays due to Events of Force Majeure, as defined in Section 10.15 herein. The Premises shall be deemed ready for occupancy on the earlier of: (a) the date on which the Tenant opens for business in all or any part of the Premises; or (b) April 1, 2013 provided Tenant is able to begin work inside the premises on January 1, 2013.

Landlord shall permit Tenant access for installing equipment and furnishings in the Premises prior to the Term when it can be done without material interference with remaining work.

In the event of Tenant's unreasonable, repeated and deliberate failure to comply with the provision of Section 3.1 of this Lease to submit information or to deliver construction drawings and

Y-117

specifications which meet Landlord's reasonable approval, Landlord may, at Landlord's option, exercisable by notice to Tenant, terminate this Lease on the date specified in said notice to Tenant

3.3 GENERAL PROVISIONS APPLICABLE TO CONSTRUCTION

NA

3.4 REPRESENTATIVES

Each party authorizes the other to rely in connection with their respective rights and obligations under this Article III upon approval and other actions on the party's behalf by Landlord's Representative in the case of Landlord or Tenant's Representative in the case of Tenant or by any person designated in substitution or addition by notice to the party relying.

ARTICLE IV
RENT

4.1 RENT

Tenant agrees to pay Rent to Landlord, without any offset or reduction whatever (except as made in accordance with the express provisions of this Lease), Rent equal to 1/12th of the Annual Rent in equal installments in advance on the first day of each calendar month included in the Term; and for any portion of a calendar month at the beginning or end of the Term, at the rate payable for such portion in advance.

4.2 OPERATING EXPENSES AND REAL ESTATE TAXES

Tenant shall pay to Landlord, as additional rent, Operating Expenses for the then calendar year and Real Estate Taxes for the then fiscal year, as defined below, for the Building during any calendar year falling entirely or partly within the Lease Term, multiplied by Tenant's Proportionate Share (4.51%). If a calendar year to which this Section 4.2 applies falls only partly within the Lease Term, then Tenant's liability for Operating Expenses and Real Estate Taxes, as defined below, in that calendar year shall be prorated accordingly.

Landlord shall notify Tenant prior to the beginning of each calendar year of Landlord's estimate of the amount of Operating Expenses and Real Estate Taxes (the "*Estimated Operating Expenses and Real Estate Taxes*") that Landlord likely will incur for the Building during the coming calendar year, and Landlord shall advise Tenant of the amount of its Estimated Payments (as defined below) for the coming calendar year. This estimation shall only serve for convenience for Tenant while only payment of all actual end of year numbers will be considered fulfilling Tenant's obligations herein.

Landlord estimates that the Operating Expenses /Real Estate Taxes for the first year of this Lease shall be \$3.50 per RSF, and thereafter throughout the Term and any exercised option periods of this Lease, notwithstanding any provisions in contravention herewith, Tenant shall not be responsible for payment of controllable Operating Expenses which are billed at more than five (5%) percent over those of the preceding year.

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Tenant shall pay to Landlord, as additional rent, an amount equal to 1/12th of Tenant's Proportionate Share of the Estimated Operating Expenses and Real Estate Taxes (collectively, the "Estimated Payments") as calculated above. Tenant shall make its Estimated Payments on the first day of each calendar month. Tenant shall pay the amount of the Estimated Payments based upon Landlord's reasonable determination of the Estimated Operating Expenses and Real Estate Taxes for the applicable calendar year, as such may be adjusted by Landlord from time to time. Landlord shall not adjust the amount of estimated payments more than three times per year, excluding any adjustments made effective January 1 of any calendar year.

The term "Operating Expenses" means all costs and expenses, but not capital costs, incurred by Landlord in owning, managing/management company operating expenses and fees (Fees shall not exceed more than 5% of the total annual operating expenses), operating, maintaining, servicing, insuring and repairing the building, the Lot, (but not resurfacing) and other exterior appurtenances, including but not limited to the following: installments and interest on assessments for public betterments or public improvements; expenses of any proceedings for abatement of taxes and assessments with respect to any Fiscal Year; premiums for building and liability insurance in commercially reasonable amounts; compensation and all fringe benefits, workmen's compensation, insurance premiums and payroll taxes paid by Landlord to, for or with respect to all persons engaged in the operating, maintaining, or cleaning of the Building and Lot; steam, water, sewer, electric, gas, telephone, and other utility charges not billed directly to tenants by Landlord or the utility and not for the exclusive use of any tenant(s); costs of building and cleaning supplies and equipment (including rental); cost of maintenance, cleaning and repairs; cost of snow plowing or removal, or both, and care of landscaping; payments to independent contractors under service contracts for cleaning, operating, managing, maintaining and repairing the Building and Lot (which payments may be to affiliates of Landlord provided the same are at reasonable rates consistent with the type of occupancy and the services rendered); the cost of providing any amenities to the Building; and all other reasonable and necessary expenses paid in connection with the operation, cleaning, maintenance, and repair of the Building and Lot, or either, and properly chargeable against income.

The term "Real Estate Taxes" as used above shall mean all taxes of every kind and nature assessed by any governmental authority on the Lot, the Building and improvements, or both, which the Landlord shall become obligated to pay because of or in connection with the ownership, leasing and operation of the Lot, the Building and improvements, or both, subject to the following: there shall be excluded from such taxes all income taxes, excess profits taxes, excise taxes, franchise taxes, estate succession, inheritance and transfer taxes, provided, however, that if at any time during the Term the present system of ad valorem taxation of real property shall be changed so that in lieu of the whole or any part of the ad valorem tax on real property, there shall be assessed on Landlord a capital levy or other tax on the gross rents received with respect to the Lot, Building and improvements, or both, or a federal, state, county, municipal, or other local income, franchise, excise, or similar tax, assessment, levy or charge (distinct from any now in effect) measured by or based, in whole or in part, upon any such gross rent, then any and all of such taxes, assessments, levies or charges to the extent so measured or based, shall be deemed to be included within the term "Real Estate Taxes." If the Lot shall not be separately assessed for Tax purposes, Landlord shall allocate the real estate taxes attributable to the Lot on a per square foot basis.

Notwithstanding any other provision of this Section 4.2, if the Term expires or is terminated as of a date other than the last day of a calendar year at the end of the Term, Tenant's last payment to

Landlord under this Section 4.2 shall be made on the basis of Landlord's reasonable estimate of the of the amount owing from Tenant.

Notwithstanding Tenant's making of Estimated Payments to Landlord, in the event the actual Operating Expenses and Real Estate Taxes for a calendar year, as determined by Landlord following the end of a calendar year, exceed the Estimated Operating Expenses and Real Estate Taxes paid by Tenant for such year, subject to the limitation on Tenant's obligation to pay increases as set forth herein, then Tenant shall be obligated to reimburse Landlord within 30 days following a receipt by Tenant of a statement from Landlord to that effect, for the difference between the Estimated Payments made by Tenant during such year and the sum of the actual Operating Expenses and actual Real Estate taxes for such year, multiplied by Tenant's Proportionate Share. Any excess funds shall, at Tenant's election be reimbursed to Tenant within 30 days or be applied toward future charges.

At reasonable times, for reasonable periods (within 45 days of presentation by landlord) and at the offices where books and records are normally kept, Tenant may audit expenses and billings for Operating Expenses and Real Estate Taxes and if the same are deemed unreasonable or in error, may object in writing to Landlord, and thereafter if Tenant's objections remain unresolved, Tenant may pursue Tenant's rights under this Lease or pursuant to law.

4.3 PAYMENTS

All payments of Annual Rent and additional rent shall be made to Landlord, or to such other person as Landlord may from time to time designate. If any installment of Annual Rent or additional rent or on account of leasehold improvements is paid more than 15 days after the due date thereof and after 10 days prior notice to Tenant, at Landlord's election, then Tenant shall pay to Landlord a late charge equal to 10% of such overdue amount, plus any costs (including interest and bank fees of all kinds) and reasonable attorney's fees incurred by Landlord by reason of Tenant's failure to pay Rent and/or other charges when due hereunder. Landlord's acceptance of such late charges represents a fair and reasonable estimate of the cost that Landlord will incur by reason of Tenant's late payment and shall not be construed as a penalty. Landlord's acceptance of such late charges shall not constitute a waiver of Tenant's default with respect to such overdue amount or stop Landlord from exercising any of the other rights and remedies granted under this lease.

4.4 INDEPENDENT COVENANTS

Each provision of this Lease constitutes an independent covenant, enforceable separately from each other covenant hereof. To the extent any provision hereof or any application of any provision hereof may be declared unenforceable, such provision or application shall not affect any other provision hereof or other application of such provision. Tenant acknowledges and agrees that Tenant's obligation to pay Annual Rent, Operating Expenses and Real Estate Taxes, additional rent, and other charges is independent of any and all obligations of Landlord hereunder, with the result that Tenant's sole remedy for any alleged breach by Landlord of its obligations hereunder shall be to commence a judicial proceeding against Landlord seeking specific performance, and not to deduct or set off Annual Rent, Operating Expenses and Real Estate Taxes, additional rent, or other charges or to terminate this Lease.

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**ARTICLE V
LANDLORD'S COVENANTS**

5.1 LANDLORD'S COVENANTS DURING THE TERM

Landlord covenants during the Term:

- 5.1.1 Building Services - To furnish, through Landlord's employees or independent contractors, the services listed in Exhibit C;
- 5.1.2 Additional Building Services - To furnish, through Landlord's employees or independent contractors, reasonable additional Building operation services upon reasonable advance request of Tenant at equitable rates from time to time established by Landlord to be paid by Tenant;
- 5.1.3 Repairs - Except as otherwise provided in Article VII, to make such repairs to the roof, exterior walls, floor slabs, and exterior common facilities of the Building as may be necessary to keep them in good order, repair and serviceable condition consistent with other similar office buildings in the vicinity; and
- 5.1.4 Quiet Enjoyment - That Landlord has the right to make this Lease and that Tenant, on paying the Rent and performing its obligations hereunder, shall peacefully and quietly have, hold and enjoy the Premises throughout the Term without any manner of hindrance or molestation from Landlord or anyone claiming under Landlord, subject however, to all the terms and provisions hereof.
- 5.1.5 Insurance - During the Term, Landlord shall keep the Building containing the Premises insured against loss or damage by fire, with All Risks of Physical Loss and such other insurance as from time to time the then holder of the first mortgage which includes the Premises shall require or Landlord otherwise shall deem advisable as consistent with other similar properties in the area but specifically excluding any property or improvements installed by or belonging to Tenant.
- 5.1.6 Access and Peaceful Enjoyment - Landlord shall provide Tenant with unfettered access to the Premises 24 hours per day, seven days per week during the Term and Tenant shall, and may peacefully have, hold, and enjoy the Premises, subject to section 5.2, 6.1.10 and any other terms hereof, provided that Tenant pays the Rent and other sums herein recited to be paid by Tenant and timely performs all of Tenant's covenants and agreements herein contained.
- 5.1.7 Exclusivity. Provided that Tenant operates the Premises in accordance with all of the terms, provisions and conditions of this Lease, Landlord agrees that, during the Term, Landlord will not enter into any new lease for space in the Building where the primary permitted use thereunder is a pizza, or submarine sandwich shop. It is understood and shall not be considered a violation of this exclusivity paragraph that other restaurants may sell submarine sandwiches or pizza as part of its menu, provided that either pizza, or submarine sandwiches do not constitute more than 10% of available menu items. And provided further that no

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so called "fast food" provider shall serve pizza, or submarine sandwiches. Landlord's violation of the provisions of this Section 5.1.7 shall be defined as an "Exclusive Violation Condition". Upon the condition that the Tenant is not substantial in default of any material term or provision of this Lease, Tenant's sole remedy for an Exclusive Violation Condition shall be that, commencing on the date that is thirty (30) days following the date of Tenant's written notice (the "Special Notice") to Landlord that Tenant believes an Exclusive Violation exists and continuing until the same shall cease, Tenant's Rent payment pursuant to Section 4 hereof shall be reduced by fifty (50%) percent thereof and Tenant shall thereafter have no obligation to pay Operating Expenses and Real Estate Taxes, such reduced payments being hereinafter referred to as "Reduced Rent", or in the alternative, Tenant may elect to terminate this Lease upon written notice to Landlord. If Tenant shall exercise said termination right, then the Term of this Lease shall terminate on the sixtieth (60th) day following the date of said termination notice, provided that Landlord has not cured said violation, in which case normal rent shall resume.

5.2 INTERRUPTIONS

Landlord shall not be liable to Tenant for any compensation or reduction of Rent by reason of inconvenience or annoyance or for loss of business arising from power losses or shortages or from the necessity of Landlord's entering the Premises for any of the purposes in this Lease authorized, or for repairing the Premises or any portion of the Building or improvements or the Lot unless resulting from Landlord's negligence. For causes not resulting from Landlord's negligence, in case Landlord is prevented or delayed from making any repairs, alterations or improvements, or furnishing any service or performing any other covenant or duty to be performed on Landlord's part, by reason of any cause reasonably beyond Landlord's control, Landlord shall not be liable to Tenant therefor, nor, except as expressly otherwise provided in Article VII, shall Tenant be entitled to any abatement or reduction of Rent by reason thereof, nor shall the same give rise to a claim in Tenant's favor that such failure constitutes actual or constructive, total or partial, eviction from the Premises.

Landlord reserves the right to stop any service or utility system when necessary by reason of accident or emergency or until necessary repairs have been completed. Except in case of emergency repairs, Landlord will give Tenant reasonable advance notice of any contemplated stoppage and will use reasonable efforts to avoid unnecessary inconvenience to Tenant by reason thereof.

**ARTICLE VI
TENANT'S COVENANTS**

6.1 TENANT'S COVENANTS DURING THE TERM

Tenant covenants during the Term and such further time as Tenant occupies any part of the Premises:

- 6.1.1 Tenant's Payments - To pay when due (a) all Annual Rent and additional rent, (b) all taxes which may be imposed on Tenant's personal property in the Premises

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Attachment 1.a: CV application complete (5849 : Town Square Pizza Common Victualler License Application)

(including, without limitation, Tenant's fixtures and equipment) regardless of whomever assessed, (c) all charges by public utilities for telephone and other utility services (including service inspections therefor) rendered to the Premises not otherwise required hereunder to be furnished by Landlord without charge and not consumed in connection with any services required to be furnished by Landlord without charge, and (d) as additional rent, all charges of Landlord for services rendered pursuant to Section 5.1.2 hereof;

- 6.1.2 Repairs and Yielding Up - Except as otherwise provided in Article VII, and Section 5.1.3, to keep the Premises in good order, repair and condition, reasonable wear only excepted, and at the expiration or termination of this Lease peaceably to yield up the Premises and all changes and additions therein in such order, repair and condition, damage by fire or other casualty excepted,* first removing all goods and effects of Tenant and any items, the removal of which is required by agreement or specified therein to be removed at Tenant's election and which Tenant elects to remove, and repairing all damage caused by such removal and restoring the Premises and leaving them clean and neat; any property not so removed shall be deemed abandoned and may be removed and disposed of by Landlord, in such manner as Landlord shall determine, and Tenant shall pay Landlord the entire cost and expense incurred by it by effecting such removal and disposition and in making any incidental repairs and replacements to the Premises for use and occupancy during the period after the expiration of the Term; it being agreed that the acceptance of reasonable use and wear shall not apply so as to permit Tenant to keep the Premises in anything less than suitable, tenant-like and usable condition, considering the nature of the Premises and the use reasonably made thereof, or in less than good and tenant-like repair;
- 6.1.3 Occupancy and Use - Continuously from the Commencement Date, to use and occupy the Premises only for the Permitted Uses; and not to injure or deface the Premises, Building or Lot; and not to permit in the Premises any auction sale, nuisance, or the emission from the Premises of any objectionable noise or odor; nor any use thereof which is improper, offensive, contrary to law or ordinance, or liable to invalidate or increase the premiums for any insurance on the Building or its contents or liable to render necessary any alteration or addition to the Building. Notwithstanding the preceding, Landlord specifically assents to the use of the premises as a restaurant.
- 6.1.4 Rules and Regulations - To comply with the Rules and Regulations set forth in Exhibit D and all other reasonable Rules and Regulations hereafter made by Landlord, of which Tenant has been given notice, for the care and use of the Building and Lot and their facilities and approaches, it being understood that Landlord shall not be liable to Tenant for the failure of other tenants of the Building to conform to such Rules and Regulations provided Landlord makes reasonable attempts to enforce the same;
- 6.1.5 Safety Appliances - To keep the Premises equipped with all safety appliances required by law or ordinance or any other regulation of any public authority because of any use made by Tenant and to procure all licenses and permits so

required because of such use and, if requested by Landlord, to do any work so required because of such use, it being understood that the foregoing provisions shall not be construed to broaden in any way Tenant's Permitted Uses;

- (a) 6.1.6 Assignment and Subletting - Not without prior written consent of Landlord which consent shall not be unreasonably withheld, conditioned or delayed, to assign this Lease, to make any sublease, or to permit occupancy of the Premises or any part thereof by anyone other than Tenant, voluntarily or by operation of law; and as additional rent, to reimburse Landlord promptly for reasonable legal and other expenses incurred by Landlord in connection with any request by Tenant for consent to assignment or subletting; no assignment or subletting shall affect the continuing primary liability of Tenant which shall not extend beyond the lease Term or last exercised option period (which, following assignment, shall be joint and several with the assignee); no consent to any of the foregoing in a specific instance shall operate as waiver in any subsequent instance. Any rental received by Tenant from a sub-tenant must be remitted to Landlord. Anything contained in the foregoing provisions of this section to the contrary notwithstanding, neither Tenant nor any other person having interest in the possession, use, occupancy or utilization of the Premises shall enter into any lease, sublease, license, concession or other agreement for use, occupancy or utilization of space in the Premises which provides for rental or other payment for such use, occupancy or utilization based, in whole or in part, on the net income or profits derived by any person from the Premises leased, used, occupied or utilized, and any such purported lease, sublease, license, concession or other agreement shall be absolutely void and ineffective as a conveyance of any right or interest in the possession use, occupancy or utilization of any part of the Premises. In the event that the Tenant becomes disabled or decides to sell the restaurant at any time during the Term or exercised options of this Lease, Tenant shall have the right, subject to the prior written approval of the Landlord which approval shall not unreasonably be withheld, conditioned or delayed to assign this Lease. It is understood and agreed amongst the parties of this Lease, that the Landlord shall require financial information on the prospective tenant prior to granting its assent. In the event that Tenant assigns, sublets, leases or permits occupancy of the Premises in whole or in part to anyone other than the Tenant on terms more favorable than Landlord and Tenant have under the terms of this Lease, the parties shall divide any and all profits equally (50-50%).
- (b) 6.1.7 Indemnity - to defend, with counsel reasonably acceptable to Landlord, save harmless, and indemnify Landlord from any liability for injury, loss, accident or damage to any person or property and from any claims, actions, proceedings and expenses and costs in connection therewith (including, without limitation, reasonable counsel fees): (i) arising from the omission, fault, willful act, negligence or other misconduct of Tenant or from any use made or thing done or occurring on the Premises not due to the omission, fault, willful act, negligence or other misconduct of Landlord, or (ii) resulting from the failure of Tenant to perform and discharge its covenants and obligations under this Lease;
- 6.1.8 Tenant's Liability Insurance - To maintain public liability insurance in the Premises in amounts which shall, at the beginning of the Term, be at least equal to \$1,000,000 per occurrence and \$2,000,000 aggregate for both bodily injury

- and property damage, and, from time to time during the Term, shall be for such higher limits, if any, as are customarily carried in the area in which the Premises are located on property similar to the Premises and used for similar purposes and to furnish Landlord with the certificates thereof naming Landlord as named insured provided further that such insurance shall provide that it may not be cancelled or terminated without thirty (30) days prior written notice to Landlord;
- 6.1.9 Tenant's Workmen's Compensation Insurance - To keep all Tenant's employees working in the Premises covered by workmen's compensation insurance in statutory amounts and to furnish Landlord with certificates thereof provided further that such insurance shall provide that it may not be cancelled or terminated without thirty (30) days prior written notice.
- 6.1.10 Landlord's Right of Entry - To permit Landlord and Landlord's agents entry to examine the Premises at reasonable times and, if Landlord shall so elect, to make repairs or replacements; to remove, at Tenant's expense, any changes, additions, signs, curtains, blinds, shades, awnings, aerials, flagpoles, or the like not consented to in writing; and to show the Premises to prospective tenants during the 12 months preceding expiration of the Term and to prospective purchasers and mortgagees at all reasonable times;
- 6.1.11 Loading - Not to place a load upon the Premises which exceed the design specifications for the Building; and not to move any safe, vault, or other heavy equipment in, about or out of the Premises except in such a manner and at such times as Landlord shall in each instance approve; Tenant's business machines and mechanical equipment which cause vibration or noise that may be transmitted to the Building structure or to any other leased space in the Building shall be placed and maintained by Tenant in settings of cork, rubber, spring, or other types of vibration or noise eliminators sufficient to eliminate such vibration or noise;
- 6.1.12 Landlord's Costs - In case Landlord shall, without any fault on its part, be made party to any litigation commenced by or against Tenant or by or against any parties in possession of the Premises or any part thereof claiming under Tenant, to pay, as additional rent, all reasonable costs including, without implied limitation, reasonable counsel fees incurred by or imposed upon Landlord in connection with such litigation and, as additional rent, also to pay all such reasonable costs and fees incurred by Landlord in connection with the successful enforcement by Landlord of any obligations of Tenant under this Lease;
- 6.1.13 Tenant's Property - All the furnishings, fixtures, equipment, effects and property of every kind, nature and description of Tenant and of all persons claiming by, through or under Tenant which, during the continuance of this Lease or any occupancy of the Premises by Tenant or anyone claiming under Tenant, may be on the Premises or elsewhere in the Building or on the Lot shall be at the sole risk and hazard of Tenant, and if the whole or any part thereof shall be destroyed or damaged by fire, water, or otherwise, or by the leakage or bursting of water pipes, steam pipes, or other pipes, by theft, or from any other cause, no part of

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said loss or damage is to be charged to or to be borne by Landlord unless due to Landlord's negligence;

- 6.1.14 Labor and Materialmen's Liens - To pay promptly when due the entire cost of any work done on the Premises by Tenant, its agents, employees or independent contractors; not to cause or permit any liens for labor or materials performed or furnished in connection therewith to attach to the Premises; and within 30 days' notice discharge any such liens which may so attach;
- 6.1.15 Changes or Additions - Not to make any changes or additions to the Premises, including but not limited to any changes to the telephone, conduit and wiring or other systems or services to or within the Premises, without Landlord's prior written consent, which consent will not be unreasonably withheld, conditioned or delayed;
- 6.1.16 Holdover - To pay to Landlord twice the total of the Annual Rent and any additional rent then applicable for each month or portion thereof Tenant shall retain possession of the Premises or any part thereof after the termination of this Lease, whether by lapse of time or otherwise, and also to pay all reasonable damages sustained by Landlord on account thereof; the provisions of this subsection shall not operate as a waiver by Landlord of any right of re-entry provided in this Lease.
- 6.1.17 Operations by Tenant - In regard to the use and occupancy of the Premises, Tenant will at its expense: (a) keep the inside and the outside of all glass in the doors and windows of the Premises clean; in the event of Tenant's failure, Landlord, at its option, may require all outside glass, including Tenant signage, be cleaned at the same time through Landlord's contractor as to establish uniformity of all cleanliness, all costs to be borne by Tenant; (b) keep all exterior store surfaces (but not the sidewalks except for areas used for customer seating) of the Premises clean; (c) replace promptly at Tenant's expense any cracked or broken glass of the Premises with glass or like kind and quality; (d) maintain the Premises in a clean, orderly and sanitary condition and free of insects, rodents, vermin and other pests; (e) keep any garbage, trash, rubbish or other refuse in vermin-proof containers within the interior of the Premises until removed; (f) have such garbage, trash, rubbish, and refuse removed on a daily basis; (g) keep all mechanical apparatus free of vibration and noise which may be transmitted beyond the Premises or which may cause any damage to the Premises, and maintain all mechanical equipment on a regular basis to ensure proper operation.

In regard to the use and occupancy of the Premises, Tenant will not: (l) place or maintain any merchandise, trash, refuse, or other articles in entry of the Premises, on the foot walks or corridors adjacent thereto or elsewhere on the exterior of the Premises; (m) use or permit the use of any advertising medium such as, without limitation, loudspeakers, phonographs, public address systems, sound amplifiers, reception of radio or television broadcasts which is in any manner audible or visible outside the Premises; (o) cause or permit objectionable odors to emanate or to be dispelled from the Premises other than those normally emanating from a

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restaurant; (p) solicit business in the common areas or distribute handbills or other advertising matter in the common areas; (q) receive or ship articles of any kind outside the designated loading areas for the Premises; (r) conduct or permit to be conducted any auction, fire, going out of business, bankruptcy, or other similar type sale in or in connection with the Premises; (s) commit, or suffer to be committed, any waste upon the Premises or any public or private nuisance or other act or thing which may disturb the quiet enjoyment of any other tenant or occupant of the Building or park, or use or permit the use of any portion of the Premises for any unlawful purpose or for activity of a type which is reasonably determined by the Landlord to be not appropriate for first class office centers conducted in accordance with good and generally accepted standards of operations; (t) place a load upon any floor which exceeds the floor load which the floor was designed to carry; (u) operate its heating or air conditioning in such a manner as to draw off or drain heat or air conditioning from the common areas or from the premises of any other tenant or other occupant of the Building or park; or (v) conduct business in the Premises under any name other than the Tenant Trade Name, without Landlord's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed.

6.1.18 Signs and Advertising -

Tenant may install an identifying sign on the entrance door to the Premises in keeping with the Landlord's sign policy and building standards, and applicable municipal regulation and Landlord shall provide and install one (1) identification sign on the park entrance placecard monument sign, the cost therefore to be paid by Tenant. During the build-out period, Tenant may also install temporary signage (c.g., "Coming Soon") subject to the Landlord's prior approval, in a location determined by Landlord and compliant with any and all approvals of the Town of Sudbury. Other than the foregoing, Tenant shall have no right to place or erect any signs on the Premises, Building, Landlord's property, or the park. Tenant shall not, without the prior written consent of Landlord: (a) paint or place any signs on the Premises, or anywhere on the exterior of the building except in accordance with the foregoing provisions, or (b) place any , awnings or flagpoles, or the like, in the Premises or anywhere on or in the Building visible from outside the Premises. Landlord reserves the right to disapprove of the design or type of signs and awnings Tenant proposes to install, such approval, however, not to be unreasonably withheld, conditioned or delayed. Tenant shall pay the expenses involved in the erection of any sign and obtaining of permits therefore. Tenant warrants that it shall obtain all necessary permits prior to erecting any such signs, and Tenant shall remove said signs upon the termination of this Lease.

6.1.19 Hazardous Materials - Tenant shall not (either with or without negligence) cause or permit the escape, disposal or release of any biologically or chemically, medical waste, active or other hazardous substances, or materials onto or in the vicinity of the Premises. Tenant shall not allow the storage or use of such substances or materials in any manner not sanctioned by law or by the highest standards prevailing in the industry for the storage and use of such substances or

materials, nor allow to be brought into the Premises any such materials or substances except to use in the ordinary course of Tenant's business, and for unusual substances only after written notice is given to Landlord of the identity of such substances or materials. Without limitation, hazardous substances and materials shall include those described in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601 et seq., the Resource Conservation and Recovery Act, as amended, 42 U.S.C. Section 6901 et seq., the Massachusetts Hazardous Waste Management Act, as amended, M.G.L. c.21C, the Massachusetts Oil and Hazardous Material Release Prevention and Response Act, as amended, M.G.L. c.21E, any applicable local ordinance or bylaw, and the regulations adopted under these acts, (collectively, the "Hazardous Waste Laws"). If Tenant receives from any federal, state or local governmental agency any notice of violation or alleged violation of any Hazardous Waste Law, or if Tenant is obligated to give any notice under any Hazardous Waste Law, Tenant agrees to forward to Landlord a copy of any such notice within three (3) days of Tenant's receipt or transmittal thereof. In addition, Tenant shall execute affidavits, representations and the like from time to time at Landlord's request concerning Tenant's best knowledge of belief regarding the presence of hazardous substances or materials on the Premises. In all events, Tenant shall indemnify Landlord in the manner elsewhere provided in this lease from any release of hazardous materials on the Premises occurring while Tenant is in possession or elsewhere if caused by Tenant or persons acting under Tenant. Landlord retains the right to inspect the Premises at all reasonable times, upon reasonable notice to Tenant, to ensure compliance with this paragraph. The within covenants shall survive the expiration or earlier termination of the lease term.

ARTICLE VII CASUALTY AND TAKING

7.1 CASUALTY AND TAKING

In case during the Term or remaining options all or any substantial part of the Premises, the Building, or Lot or any one or more of them, are damaged materially by fire or any other cause or by action of public or other authority in consequence thereof or are taken by eminent domain and thereafter rendered essentially unusable and reasonable unable to be rebuilt within one hundred twenty (120) days; or Landlord receives compensable damage by reason of anything lawfully done in pursuance of public or other authority, this Lease shall terminate at Landlord's election, which may be made, notwithstanding that Landlord's entire interest may have been divested, by notice given to Tenant within thirty (30) days after the occurrence of the event giving rise to the election to terminate, which notice shall specify the effective date of termination which shall not be less than 30 nor more than 60, days after the date of notice of such termination. If in any such case the Premises are rendered unfit for use and occupation and the Lease is not so terminated, Landlord shall use due diligence to put the Premises, or, in case of taking, what may remain thereof (excluding any items installed or paid for by Tenant which Tenant may be required or permitted to remove) into proper condition for use and occupation to the extent permitted by the net award of insurance or damages, and a just proportion of the Annual Rent and additional rent according to the nature and extent of the injury shall be abated until the Premises or such remainder shall have been

put by Landlord in such condition; and in case of a taking which permanently reduces the area of the Premises, a just proportion of the Annual Rent and additional rent shall be abated for the remainder of the Term and options and an appropriate adjustment shall be made to the Estimated Operating Expenses and Real Estate Taxes. In the event of casualty which cannot reasonably be repaired within One hundred twenty (120) days, or taking leaving the remainder of the Premises substantially unusable for Tenant's purposes, Tenant may terminate this lease upon thirty (30) days notice to Landlord.

7.2 RESERVATION OF AWARD

Landlord reserves to itself any and all rights to receive awards made for damages to the Premises, Building or Lot and the leasehold hereby created, or any one or more of them, accruing by reason of exercise of eminent domain or by reason of anything lawfully done in pursuance of public or other authority. Tenant hereby releases and assigns to Landlord all Tenant's rights to such awards, and covenants to deliver such further assignments and assurances thereof as Landlord may from time to time request, hereby irrevocably designating and appointing Landlord as its attorney-in-fact to execute and deliver in Tenant's name and behalf all such further assignments thereof. It is agreed and understood, however, that Landlord does not reserve to itself, and Tenant does not assign to Landlord, any damages payable for (i) movable trade fixtures installed by Tenant or anybody claiming under Tenant, at its own expense, or (ii) improvements made by Tenant which are the obligation of Tenant to remove at the time of Yield-up of the Premises, or (iii) relocation expenses recoverable by Tenant from such authority in a separate action.

ARTICLE VIII RIGHTS OF MORTGAGEES

8.1 PRIORITY OF LEASE

Landlord shall have the option to subordinate this Lease to any mortgagee or deed of trust of the Lot or Building, or both ("the mortgaged premises"), provided that the holder thereof enters into an agreement with Tenant by the terms of which the holder will agree to recognize the rights of Tenant under this Lease and to accept Tenant as tenant of the Premises under the terms and conditions of this Lease in the event of acquisition of title by such holder through foreclosure proceedings or otherwise and Tenant will agree to recognize the holder of such mortgage as Landlord in such event, which agreement shall be made to expressly bind and inure to the benefit of the successors and assigns of Tenant and of the holder and upon anyone purchasing the Mortgaged Premises at any foreclosure sale. Any such mortgage to which this Lease shall be subordinated may contain such terms, provisions, and conditions as the holder deems usual or customary. Unless Landlord exercises such option, this Lease shall be superior to and shall not be subordinated to any mortgage or other voluntary lien or other encumbrance on the Mortgaged Premises.

8.2 LIMITATION ON MORTGAGEE'S LIABILITY

Upon entry and taking possession of the Mortgaged Premises for any purpose other than foreclosure, the holder of a mortgage shall have all rights of Landlord, and during the period of such possession, the duty to perform all Landlord's obligations hereunder. Except during such period of possession, no such holder shall be liable, either as mortgagee or as holder of a collateral assignment of

this Lease, to perform, or be liable in damages for failure to perform, any of the obligations of Landlord unless and until such holder shall enter and take possession of the Mortgaged Premises for the purpose of foreclosing a mortgage. Upon entry for the purpose of foreclosing a mortgage, such holder shall be liable to perform all of the obligations of Landlord, subject to the provisions of Section 8.3 provided that a discontinuance of any foreclosure proceeding shall be deemed a conveyance under the provisions of Section 10.5 to the Owner of the equity of the mortgaged premises.

8.3 MORTGAGEE'S ELECTION

Notwithstanding any other provision to the contrary contained in this Lease, if prior to the substantial completion of Landlord's obligations under Article III, any holder of a first mortgage on the Mortgaged Premises enters and takes possession thereof for the purpose of foreclosing the mortgage, such holder may elect, by written notice given to Tenant and Landlord at any time within ninety (90) days after such entry and taking of possession, not to perform Landlord's obligations under Article III, and in such event such holder and all persons claiming under it shall be relieved of all obligations to perform, and all liability for failure to perform, said Landlord's obligations under Article III, and Tenant may terminate this Lease and all its obligations hereunder by written notice to Landlord and such holder given within thirty (30) days after the day on which such holder shall have given its notice as aforesaid.

8.4 NO PREPAYMENT OR MODIFICATION, ETC

No Annual Rent, additional rent, or any other charge shall be paid more than ten (10) days prior to the due dates thereof and payments made in violation of this provision shall (except to the extent that such payments are actually received by a mortgagee in possession or in the process of foreclosing its mortgage) be a nullity as against such mortgagee, and Tenant shall be liable for the amount of such payments to such mortgagee. No assignment of this Lease and no agreement to make or accept any surrender, termination or cancellation of this Lease and no agreement to modify so as to reduce the rent, change the Term, or otherwise materially change the rights of Landlord under this Lease, or relieve Tenant of any obligations or liability under this Lease, shall be valid unless consented to in writing by Landlord's mortgagees of record and of whom Tenant has actual notice, if any.

8.5 NO RELEASE OR TERMINATION

No act or failure to act on the part of Landlord which would entitle Tenant under the terms of this Lease, or by law, to be relieved of Tenant's obligations hereunder or to terminate this Lease, shall result in a release or termination of such obligations or a termination of this Lease unless (i) Tenant shall have first given written notice of Landlord's act or failure to act to Landlord's mortgagees of record and of whom Tenant has actual notice, if any, specifying the act or failure to act on the part of Landlord which could or would give basis to Tenant's rights, and (ii) such mortgagees, after receipt of such notice, have failed or refused to correct or cure the condition complained of within a reasonable time thereafter, but nothing contained in this Section 8.5 shall be deemed to impose any obligation on any such mortgagee to correct or cure any such condition.

8.6 INTENTIONALLY OMITTED

8.7 INTENTIONALLY OMITTED

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**ARTICLE IX
DEFAULT**

9.1 EVENTS OF DEFAULT

If any default by Tenant continues after notice, in case of Annual Rent or additional rent for more than ten (10) days, or in any other case for more than thirty (30) days and such additional time, if any, as is reasonably necessary to cure the default if the default is of such a nature that it cannot reasonably be cured in thirty (30) days; or if Tenant makes any assignment for the benefit of creditors, or files a petition under any bankruptcy or insolvency law; or if such a petition is filed against Tenant and is not dismissed within sixty (60) days; or if a receiver or similar officer becomes entitled to Tenant's leasehold hereunder and it is not returned to Tenant within ninety (90) days, or if such leasehold is taken on execution or other process of law in any action against Tenant then, and in any such cases, Landlord and the agents and servants of Landlord, may, in addition to and not in derogation of any remedies for any preceding breach of covenant, immediately or at any time thereafter while such default continues and without further notice and with or without process of law enter into and upon the Premises or any part thereof in the name of the whole or mail a notice of termination addressed to Tenant at the Premises and repossess the same as of Landlord's former estate and expel Tenant and those claiming through or under Tenant and remove its and their effects (forcibly, if necessary) without being deemed guilty of any manner of trespass and without prejudice to any remedies which might otherwise be used for arrears of rent or prior breach of covenant, and upon such entry or mailing as aforesaid, this Lease shall terminate, but Tenant shall remain liable as hereinafter provided. Tenant hereby waives all statutory rights (including, without limitation, rights of redemption, if any) to the extent such rights may be lawfully waived, and Landlord, without notice to Tenant, may store Tenant's effects and those of any person claiming through or under Tenant at the expense and risk of Tenant and, if Landlord so elects, may sell such effects at public auction or private sale and apply the net proceeds to the payment of all sums due to Landlord from Tenant, if any, and pay over the balance, if any, to Tenant.

9.2 TENANT'S OBLIGATIONS AFTER TERMINATION

(a) If an Event of Default Occurs, Landlord's remedies may include but are not limited to:

(1) Landlord may immediately or at any time thereafter, and without demand or notice, enter into and upon the Premises or any part thereof in the name of the whole and repossess the same as of Landlord's former estate, and expel Tenant and those claiming through or under Tenant and remove its or their effects (forcibly, if necessary) without being guilty of any manner of trespass, and without prejudice to any remedies which might otherwise be used for arrears of rent or preceding breach of covenant, and, upon entry as aforesaid, Landlord shall have the right, by suitable notice to Tenant, forthwith to terminate this Lease; and Tenant covenants and agrees, notwithstanding any entry or re-entry by Landlord, whether by summary proceedings, termination, or otherwise, to pay and be liable for, on the days originally fixed herein for the payment thereof, amounts equal to the several installments of rent and other charges reserved as they would, under the terms of this Lease, become due if this Lease had not been terminated or if Landlord had not entered or re-entered, as aforesaid, and whether the Premises be relet or remain vacant, in whole or in part, or for a period less than the remainder of the term, and for the whole thereof, but, in the event the Premises be relet by Landlord, Tenant shall be entitled to a credit in the net amount of rent and other charges received by Landlord in reletting, after deduction of all reasonable expenses incurred in reletting the Premises (including, without limitation, remodeling

costs, brokerage fees, reasonable attorney's fees and the like), and in collecting the rent in connection therewith, in the following manner.

Amounts received by Landlord after reletting shall first be applied against such Landlord's expenses, until the same are recovered, and until such recovery, Tenant shall pay, as of each day when a payment would fall due under this Lease, the amount which Tenant is obligated to pay under the term of this Lease (Tenant's liability prior to any such reletting and such recovery not in any way to be diminished as a result of the fact that such reletting might be for a rent higher than the rent provided for in this Lease); when and if such expenses have been completely recovered, the amounts received from reletting by Landlord as have not previously been applied shall be credited against Tenant's obligations as of each day when a payment would fall due under this Lease, and only the net amount thereof shall be payable by Tenant. Further, amounts received by Landlord from such reletting for any period shall be credited only against obligations of Tenant allocable to such period, and shall not be credited against obligations of Tenant hereunder accruing subsequent or prior to such period; nor shall any credit of any kind be due for any period after the date when the term of this Lease is scheduled to expire according to its terms.

To induce the Landlord to enter into this Lease, (i) the Tenant confirms and agrees that this transaction is a commercial and not a consumer transaction, and (ii) the Tenant hereby waives any right to trial by jury in any action, proceeding or counterclaim brought by the Landlord against the Tenant on any matters whatsoever arising out of or in any way connected with this lease, the relationship of the Landlord and the Tenant, the Tenant's use or occupancy of the demised premises, and/or any claim of injury or damage.

Without limiting the generality of the foregoing, following any Event of Default pursuant to this Section, Landlord may at any time or times thereafter commence one or more lawsuits against Tenant, or amend any lawsuit then pending, in order to enforce the rights and remedies provided herein or available at law or in equity, and specifically to enforce Tenant's obligations to pay liquidated damages and/or to indemnify Landlord against loss of rental and other payments for the unexpired Term.

Without limiting any of Landlord's rights and remedies hereunder, and in addition to all other amounts Tenant is otherwise obligated to pay, it is expressly agreed that Landlord shall be entitled to recover from Tenant all reasonable costs and expenses, including reasonable attorneys' fees, incurred by Landlord in enforcing this Lease from and after Tenant's default.

(b) Tenant hereby expressly waives any and all common law and statutory notices to quit, and expressly agrees that the notice provisions contained herein shall be in lieu thereof. Upon an Event of Default, Landlord may, but shall not be obligated to, serve upon Tenant a notice of lease termination which shall terminate the Lease upon service to Tenant.

(c) If an Event of Default occurs then, in addition to any other remedy Landlord may have at law or equity, Landlord may, at its sole option, (i) apply the Security Deposit, if any, toward the satisfaction of such Event of Default without waiving any of Landlord's other rights hereunder, (ii) cure Tenant's Event of Default at Tenant's cost and expense, and/or (iii) lawfully enter the Premises or any part thereof in the name of the whole or mail or deliver a notice of termination addressed to Tenant at the Premises, and upon entering or mailing as aforesaid repossess the same as the former estate of

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Landlord and expel Tenant and those claiming by, through, or under Tenant without being deemed guilty of any manner of trespass and without prejudice to any other remedies which Landlord may have for arrears of Rent or Additional Rent or preceding breach of covenant.

ARTICLE X MISCELLANEOUS

10.1 TITLES

The titles of the Articles are for convenience and are not to be considered in construing this Lease.

10.2 NOTICE OF LEASE

Upon request of either party, both parties shall execute and deliver, after the Term begins, a short form of this Lease in a form appropriate for recording or registration, and if this Lease is terminated before the Term expires, an instrument in such form acknowledging the date of termination.

10.3 INTENTIONALLY DELETED

10.4 NOTICE FROM ONE PARTY TO THE OTHER

No notice, approval, consent requested, or election required or permitted to be given or made pursuant to this Lease shall be effective unless the same is in writing. Communications shall be addressed, if to Landlord at Landlord's Address or at such other address as may have been specified by prior notice to Tenant and, if to Tenant, at Tenant's Address or at such other place as may have been specified by prior notice to Landlord. Any communication so addressed shall be deemed duly served if mailed by registered or certified mail, return receipt requested, delivered by hand, or by overnight express service by a carrier providing a receipt of delivery.

10.5 BIND AND INURE; LIMITATION OF LANDLORD'S LIABILITY

The obligations of this Lease shall run with the land, and this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that the Landlord named herein and each successive owner of the Premises shall be liable only for the obligations accruing during the period of its ownership. No party named herein nor any successor owner of the Premises or successor Tenant, whether an individual, trust, a corporation or otherwise, nor any partner (general or limited), associate, participant, principal (disclosed or undisclosed), agent, employee, trustee, or other fiduciary, beneficiary, officer, or other person or entity in, or of, any partnership, association, joint venture, corporation or other entity, trust, or estate, from time to time shall ever be personally liable for any such judgment, or for the payment of any monetary obligation to the other (it being agreed that such exoneration from personal liability is and shall be absolute and complete with no exception whatsoever).

10.6 NO SURRENDER

The delivery of keys to any employees of Landlord or to Landlord's agent or any employee thereof shall not operate as a termination of this Lease or a surrender of the Premises.

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10.7 NO WAIVER, ETC.

The failure of Landlord or of Tenant to seek redress for violation of, or to insist upon the strict performance of any covenant or condition of this Lease, or, with respect to such failure of Landlord, any of the Rules and Regulations referred to in Section 6.1.4, whether heretofore, or hereafter adopted by Landlord, shall not be deemed a waiver of such violation nor prevent a subsequent act, which would have originally constituted a violation, from having all the force and effect of an original violation, nor shall the failure of Landlord to enforce any of said Rules and Regulations against any other tenant in the Building be deemed a waiver of any such Rules and Regulations. The receipt by Landlord of Annual Rent or additional rent with knowledge of the breach of any covenant of this Lease shall not be deemed a waiver of such breach by Landlord, unless such waiver is in writing, signed by Landlord. No consent or waiver, express or implied, by Landlord or Tenant to or of any breach of any agreement or duty shall be construed as a waiver or consent to or of any other breach of the same or any other agreement or duty.

10.8 NO ACCORD AND SATISFACTION

No acceptance by Landlord of a lesser sum than the Annual Rent and additional rent then due shall be deemed to be other than on account of the earliest installment of such rent due, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed as accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such installment or pursue any other remedy in this Lease provided.

10.9 CUMULATIVE REMEDIES

The specific remedies to which Landlord may resort under the terms of this Lease are cumulative and are not intended to be exclusive of any other remedies or means of redress to which it may be lawfully entitled in case of any breach or threatened breach by Tenant of any provisions of this Lease. In addition to the other remedies provided in this Lease Landlord shall be entitled to the restraint by injunction of the violation or attempted or threatened violation of any of the covenants, conditions or provisions of this Lease or to a decree compelling specific performance of any such covenants, conditions, or provisions.

10.10 PARTIAL INVALIDITY

If any term of this Lease, or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application of such term to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term of this Lease shall be valid and enforceable to the fullest extent permitted by law.

10.11 LANDLORD'S RIGHT TO CURE

If Tenant shall at any time default in the performance of any obligation under this Lease, after notice as provided for in this lease, Landlord shall have the right, but shall not be obligated, to enter upon the Premises and to perform such obligation, notwithstanding the fact that no specific provision for such substituted performance by Landlord is made in this Lease with respect to such default. In performing such obligation, Landlord may make any payment of money or perform any other act. All

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sums so paid by Landlord (together with interest at the rate of 4% per annum in excess of the then prime rate of interest being charged by a majority of the national banks in Boston), and all reasonable and necessary incidental costs and expenses in connection with the performance of any such act by Landlord, shall be deemed to be additional rent under this Lease and shall be payable to Landlord immediately on demand. Landlord may exercise the foregoing rights without waiving any other of its rights or releasing Tenant from any of its obligations under this Lease.

10.12 ESTOPPEL CERTIFICATE

Tenant agrees on the Commencement Date, and from time to time thereafter, upon not less than ten (10) business days' prior written request by Landlord, to execute, acknowledge and deliver to Landlord a statement in writing in the form attached hereto as Exhibit F, certifying that this Lease is unmodified and in full force and effect; that Tenant has no defenses, offsets or counterclaims against its obligations to pay the Annual Rent and additional rent and to perform its other covenants under this Lease; that there are no uncured defaults of Landlord or Tenant under this Lease (or, if there are any defenses, offsets, counterclaims, or defaults, setting them forth in reasonable detail); and the dates to which the Annual Rent, additional rent and other charges have been paid. Any such statements delivered pursuant to this Section 10.12 may be relied upon by any prospective purchaser or mortgagee of premises which include the Premises or any prospective assignee of any such mortgagee. Landlord agrees to provide similar Estoppel Certificates at the request of Tenant.

10.13 WAIVER OF SUBROGATION

Any insurance carried by either party with respect to the Premises and property therein or occurrences thereon, shall if the other party so requests and it can be so written without additional premium or with an additional premium which the other party agrees to pay, include a clause or endorsement denying to the insurer rights of subrogation against the other party to the extent rights have been waived by the insured prior to occurrence of injury or loss. Each party, notwithstanding any provisions of this Lease to the contrary, hereby waives any rights of recovery against the other for injury or loss due to hazards covered by insurance containing such clause or endorsement to the extent of the indemnification received thereunder.

10.14 BROKERAGE

Tenant represents and warrants that it has dealt with no broker in connection with this transaction other than those listed in Section 1.1, and agrees to defend, indemnify and save Landlord harmless from and against any and all claims for a commission arising out of this Lease made by anyone other than those listed in Section 1.1.

10.15 FORCE MAJEURE

With respect to any services to be furnished, or obligations to be performed by Landlord or Tenant to the other, neither party shall ever be liable for failure to furnish or perform the same when prevented from doing so by strike, lockout, breakdown, accident, order or regulation of or by any governmental authority, or failure of supply, or inability by the exercise of reasonable diligence to obtain supplies, parts or employees necessary to furnish such services, or because of war, or other emergency, or for any cause beyond reasonable control, or for any cause due to any act or omission of

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the other or their invitees, customers, servants, agents, employees, licensees, or any person claiming by, through, or under the other (collectively "Events of Force Majeure").

ARTICLE XI

SECURITY DEPOSIT

Landlord acknowledges receipt from Tenant of the Security Deposit to be held by Landlord, as security without interest, for and during the Term, which deposit shall be returned to Tenant within five (5) business days after the termination of this Lease, provided there exists no breach of any undertaking of Tenant. If all or any part of the Security Deposit is applied to an obligation of Tenant hereunder, Tenant shall immediately, upon request by Landlord, restore the Security Deposit to its original amount. Tenant shall not have the right to call upon Landlord to apply all or any part of the Security Deposit to cure any default or fulfill any obligation of Tenant, but such use shall be solely in the discretion of Landlord. Upon any conveyance by Landlord of its interest under this Lease, the Security Deposit may be delivered by Landlord to Landlord's grantee or transferee. Upon any such delivery, Tenant hereby releases Landlord herein named of any and all liability with respect to the Security Deposit, its application and return, and Tenant agrees to look solely to such grantee or transferee. Tenant acknowledges that the Security Deposit may be increased by Landlord from time to time proportionate with increases in the then monthly rent. In the event that Landlord notifies Tenant of a Security Deposit increase, Tenant shall provide said supplemental deposit within 30 days of receipt of said notice. It is further understood that this provision shall also apply to subsequent grantees and transferees.

11.1 LICENSES AND PERMITS

Tenant may terminate this lease in the event Tenant is unable, despite Tenant's diligent efforts, to secure licenses, permits or approvals necessary for the operation of Tenant's business in the Premises upon notice to Lessor by 2/28/13, whereupon this lease shall be terminated, all obligations of the parties shall cease and neither party shall thereafter be obligated to the other.

EXECUTED as a sealed instrument in two or more counterparts on the day and year first above written.

TENANT:

LANDLORD:

CJ's Pizza? (MAY BE NEW ENTITY)
Road LLC

29 Hudson Road LLC

By: [Signature]
Name: Chris Wozniak
Title: president

By: [Signature]
Name: William Walker
Title: Manager

By: YAIR HADAN [Signature]
Name: YAIR HADAN
Title: MANAGER

Attachment 1.a: CV application complete (5849 : Town Square Pizza Common Victualler License Application)

EXHIBIT "A"
PLAN SHOWING PREMISES
Intentionally left blank

Attachment1.a: CV application complete (5849 : Town Square Pizza Common Victualler License Application)

EXHIBIT "B"
SPECIFICATIONS OF LEASEHOLD IMPROVEMENTS

Landlords Work

Landlord will deliver the space in a "vanilla box" condition.

The term "vanilla box" for the purpose of this agreement shall include:

200 amp 3 phase electrical service.

Drywall the walls on the perimeter of the space.

Sprinkler will be distributed as upright.

Fire Alarm will be brought to space.

Entrance door will be a 3070 door with glass insert. Lower level door does not include a glass insert.

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EXHIBIT "C"
BUILDING SERVICES

(With respect to those performed by Landlord, Landlord shall be reimbursed for in accordance with Sections 4.2 and 4.3 of the Lease.)

I. HEATING, VENTILATING AND AIR CONDITIONING

1. Landlord shall perform standard Preventative Maintenance functions on the roof top equipment servicing Tenants premises as part of standard operating cost. Any additional equipment required by the Tenant shall be its responsibility. All repairs and maintenance to the additional equipment shall be bill directly to the Tenant.

II. WATER

1. Landlord is responsible for providing water for standard water use. If the Tenant water use is above the standard restaurant use, Landlord, at Landlords option may install a water meter and bill Tenant directly for the addition water use.

III. ELECTRICITY

1. Tenant shall pay for all electricity consumed in Tenant's space. The consumption shall be measured by a separate meter to be installed by Landlord in Tenant's name, and Tenant shall pay for such consumption directly to the electrical utility company. To ensure that such capacity is not exceeded and to avert possible adverse effects upon the Building's electrical system, Tenant shall not, without prior notice to Landlord in each instance, connect to the Building electric distribution system any fixtures, appliances or equipment which operates on a voltage in excess of 120 volts nominal or make any alteration or addition to the electric system of the Tenant's space. Unless Landlord shall reasonably object

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to the connection of any fixture, appliance or equipment, all additional risers and other equipment required therefore, shall be provided by Landlord and the cost thereto shall be paid by Tenant upon Landlord's demand.

IV. TRASH REMOVAL

Landlord shall provide Common dumpsters which will accommodate Tenants normal and reasonable restaurant use.

V. GLASS REPLACEMENT

1. Tenant is responsible for maintenance, and replacement if needed, of all glass in its premises. Replacement glass must be in accordance with Landlord specifications.

VI. EXTERIOR AND COMMON AREA MAINTENANCE

1. Landlord shall maintain the Lot and Common Areas of this Building which include the following:
 - * Snow removal on drives, lots, and the exterior walkways;
 - * Sanding of drives, lots, and the exterior walkways;
 - * Maintenance and repair of Building exterior (excluding glass) (see Item V. Glass Replacement);
 - * Maintenance and repair of parking lots;
 - * Maintenance and repair of detention or site drainage facilities;
 - * Maintenance and repair of fire or sprinkler mains, fire hydrant(s) and central fire alarm system;
 - * Maintenance and repair of common area electrical equipment, including parking lot lighting;
 - * Maintenance and repair of roof;
 - * Maintenance of all landscaping, including fertilization, mowing, and any replacement of flowers, shrubs or lawn; and
 - * Maintenance and repair of lawn irrigation system.
 - * Maintain the whole of the property in a neat, clean and first class condition, reasonably free of rubbish and debris at all times.

The above services shall include all workmen's compensation, fringe benefits, insurance premiums and payroll taxes paid by the Landlord on behalf of services provided.

EXHIBIT "D"
RULES AND REGULATIONS

1. The entrance, lobbies, passages, corridors, elevators, and stairways, shall not be obstructed by Tenant, Tenant's agents, servants, employees, licensees, and visitors, nor be used by them for any purpose other than for ingress and egress, to and from the premises. The moving in or out of all safes, freight, furniture, or bulky matter of any description must take place during the hours which Landlord may determine from time to time. Landlord reserves the right to inspect all freight and bulky matter to be brought into the Building and to exclude from the Building all freight and bulky matter which violates any of these Rules and Regulations or the Lease of which these Rules and Regulations are a part.
2. No signs, other than those furnished by Landlord shall be attached to, hung in, or used in connection with any window or door of the premises, without the prior written consent of the Landlord, which consent shall not be unreasonably withheld, conditioned or delayed.
3. No additional locks or bolts of any kind shall be placed upon the exterior doors or windows by Tenant, nor, without the prior written consent of Landlord (which consent shall not be unreasonably withheld, conditioned or delayed). Nor shall any changes be made to existing locks (or the mechanism thereof) serving exterior doors.
4. Canvassing, soliciting and peddling in the building or on the lot are prohibited, and Tenant shall cooperate to prevent the same.
5. The use of parking spaces, other than those specifically assigned to the Tenant, shall be prohibited. Vehicles shall be removed from the parking area and relocated during the process of snowplowing, sanding, sweeping, or other maintenance operations. Vehicles such as campers, storage trailers, mobile homes, shall not be left on the premises, or occupied for any purposes while on the premises.
6. No signs, placards, balloons, lighting systems, or other forms of advertising, or promotional systems, shall be employed or installed on the premises, without expressed consent, in writing, by the Landlord.
7. The use of the premises, or surrounding areas, shall not be utilized for sporting events, outings, picnics, parties or gatherings, or any functions, which might interfere with the normal use and operations of the other tenants on the premises

- 8. Tenant will closely monitor its trash removal procedures to make sure that employees place all trash inside the assigned or rented compactor/dumpster. Under no circumstances is any trash to be left on the ground and if dropped, Tenant will immediately clean up the spillage and place it inside the receptacle.

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EXHIBIT "E"
SUBORDINATION, NON DISTURBANCE & ATTORNMENT

Attachment1.a: CV application complete (5849 : Town Square Pizza Common Victualler License Application)

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EXHIBIT "F"
ESTOPPEL CERTIFICATE

FIRST AMENDMENT TO LEASE

This First Amendment is made this ___ day of July , 2014 (signed May 15 2017) by and between **29 HUDSON ROAD, LLC**, ("Landlord") and **CJ's Pizza**, c/o Chris Vozikis ("Tenant").

RECITALS

A. Landlord and Tenant entered into a Lease dated December 20, 2012 pursuant to which Tenant leased from Landlord approximately 2,254 rentable square feet of space on the first floor and basement of Landlord's building located at 29 Hudson Road, Sudbury, Massachusetts.

B. Landlord and Tenant agree that the tenant shall not lease the lower level consisting of approximately 500 rentable square feet and will expand its lease on the first floor to 1829 rentable square feet as shown on the revised plan.

C. Landlord and tenant decided to amend some of their commitments towards each other.

D. Capitalized terms used but not defined herein shall have the meaning set forth in the Lease.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the receipt and legal sufficiency of which are hereby acknowledged, the parties agree to amend the Lease as follows:

1. Section 1.1, Subjects Referred To, shall be amended as follows:

SQUARE FOOTAGE	1,829 RSF on the first floor
TERM COMMENCEMENT DATE:	June 1, 2013
RENT COMMENCEMENT DATE:	September 1, 2013
TERM EXPIRATION DATE:	May 31, 2018
ANNUAL BASE RENT:	

Period	Annual Rent	Monthly Installment	\$/rsf
Year One	\$35,665.50	\$2,972.13	\$19.50 first
Year Two	\$36,580.00	\$3,048.33	\$20.00 first
Year Three	\$37,494.50	\$3,124.54	\$20.50 first
Year Four	\$38,409.00	\$3,200.75	\$21.00 first
Year Five	\$39,323.50	\$3,276.96	\$21.50 first

Annual Estimate Operating Expenses:

Tenant shall be responsible for its proportionate share of operating expenses. For the purpose of calculating Tenants proportionate share of operating expenses/ real estate taxes, Landlord and Tenant acknowledge that 1829 RSF represent 3.61% of the total gross space on the premises

2. Tenant had installed a ventilation unit at the side of the Building on expected landscaping ground. Although installation was not done with appropriate prior approval by Landlord as demands by the lease , Landlord Has agreed to leave said ventilation in place under the below terms :

- (a) Tenant shall be responsible to eliminate immediately at the first demand by landlord or town noise and / or smell disturbances if such will occur.
- (b) Tenant shall reposition stairs and upper plate allowing access to the basement as shown in the attached Appendix A. The landing platform shall be of red bricks matching existing walls; the stairs shall be allocated according to code and tenant shall be responsible to obtain permit if needed.
- (c) Tenant shall fence all areas surrounding the ventilation systems in a way according to code / requests of the fire department of Sudbury. The fencing shall be at least 8" high and shall be covered with colored wood panels matching the building in style and color. In areas that the 18" security distance cannot be met the inner side of the fence shall be made of a fire resisting material.
- (d) Landlord and tenant agrees to mutually wave any credits or invoices not paid that are dated July 2014 or earlier and all of Landlords commitments to Tenant as they regard to build outs and/ or reimbursements as set in the lease shall be considered fulfilled and done .

3. Miscellaneous.

- (a) Except as modified hereby, all other terms and conditions of the Lease shall remain unchanged and in full force and effect and are hereby ratified and confirmed by the parties hereto.
- (b) The submission of this First Amendment shall not constitute an offer, and this First Amendment shall not be effective and binding unless and until fully executed and delivered by each of the parties hereto. It is mutually agreed that all covenants, conditions and agreements set forth in the Lease (as hereby amended) shall remain binding upon the parties and inure to the benefit of the parties hereto and their respective successors and assigns.
- (c) Time is of the essence with respect to each and every obligation of both parties under this First Amendment.
- (d) This First Amendment may be executed in multiple counterparts, each of which shall be an original, but all of which shall constitute one and the same First Amendment. Additionally, telecopied signatures may be used in place of original signatures on this First Amendment. Landlord and Tenant intend to be bound by the signatures on the telecopied document, are aware that the other party will rely on the telecopied signatures, and hereby waive any defenses to the enforcement of the terms of this First Amendment based on the form of signature.
- (e) Any inconsistencies or conflicts between the terms and provisions of the Lease and the terms and provisions of this First Amendment shall be resolved in favor of the terms and provisions of this First Amendment.
- (f) Tenant and Landlord each represent and warranty to the other that all requisite organizational action has been taken in connection with this First Amendment, and that the individuals signing on behalf of Tenant and Landlord, respectively, represent and warrant that they have been duly authorized to bind such applicable party by their signature.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year first above written.

Landlord:
29 HUDSON ROAD, LLC
By Hudson Management LLC, its sole Member

By: _____
Hudson management LLC
its Manager

Tenant:
CJ's Pizza

By: 
Its
Hereunto duly authorized

4. Tenant shall have two consecutive options to extend the lease (in this amendment – the second extension term and the third extension term) , each by 60 month , starting at the end of the new lease extended term at 95% of the then current rent subject to a written notice given by Tenant of executing each extended term that will be received by Landlord no later than 9 month prior to the end of the new extended term and the second extended term.

5. Miscellaneous.

(a) Except as modified hereby, all other terms and conditions of the Lease and amendments thereof shall remain unchanged and in full force and effect and are hereby ratified and confirmed by the parties hereto.

(b) The submission of this second Amendment shall not constitute an offer, and this second Amendment shall not be effective and binding unless and until fully executed and delivered by each of the parties hereto. It is mutually agreed that all covenants, conditions, and agreements set forth in the Lease (as hereby amended) shall remain binding upon the parties and inure to the benefit of the parties hereto and their respective successors and assigns.

(c) Time is of the essence with respect to each and every obligation of both parties under this second Amendment.

(d) This second Amendment may be executed in multiple counterparts, each of which shall be an original, but all of which shall constitute one and the same second Amendment. Additionally, telecopied signatures may be used in place of original signatures on this second Amendment. Landlord and Tenant intend to be bound by the signatures on the telecopied document, are aware that the other party will rely on the telecopied signatures, and hereby waive any defenses to the enforcement of the terms of this second Amendment based on the form of signature.

(e) Any inconsistencies or conflicts between the terms and provisions of the Lease and the terms and provisions of this second Amendment shall be resolved in favor of the terms and provisions of this second Amendment.

(f) Tenant and Landlord each represent and warranty to the other that all requisite organizational action has been taken in connection with this second Amendment, and that the individuals signing on behalf of Tenant and Landlord, respectively, represent and warrant that they have been duly authorized to bind such applicable party by their signature.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year above written.

Landlord:
29 HUDSON ROAD, LLC
By Hudson Management LLC, its sole Member

By: _____
Hudson management LLC
its Manager

Tenant:
CSJE ENTERPRISES INC. D/B/A CJ'S GOURMET PIZZA & GRILL

By: _____
Its: _____
Hereunto duly authorized

Attachment 1.a: CV application complete (5849 : Town Square Pizza Common Victualler License Application)



The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: \$250.00

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: 001639506

ARTICLE I

The exact name of the corporation is:

TOWN SQUARE PIZZA, 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:

THE PURPOSE OF THIS CORPORATION IS TO ENGAGE IN THE OWNERSHIP, OPERATION, AND MANAGEMENT OF A PIZZA RESTAURANT AND TO PREPARE AND SELL FOOD TO THE GENERAL PUBLIC. THIS CORPORATION MAY ALSO PURCHASE, OWN, LEASE, SELL, MANUFACTURE, OR OTHERWISE ACQUIRE, HOLD AND DISPOSE OF OR DEAL IN, EITHER FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF OTHERS, GOODS, WARES, MERCHANDISE, FIXTURES, EQUIPMENT, MACHINERY AND OTHER PERSONAL PROPERTY OF EVERY CLASS AND DESCRIPTION; TO PURCHASE, OWN, LEASE, SELL, MORTGAGE, OR OTHERWISE, HOLD AND DISPOSE OF ANY REAL ESTATE OR INTERESTS THEREIN IN CONNECTION WITH THE CONDUCT OF THE BUSINESS OF THE CORPORATION; TO BORROW MONEY, TO MAKE AND ISSUE PROMISSORY NOTES, BILLS OF EXCHANGE, BONDS, DEBENTURES, AND OBLIGATIONS AND EVIDENCES OF INDEBTEDNESS OF ALL KINDS, WHETHER SECURED BY MORTGAGE, PLEDGE OR OTHERWISE, WITHOUT LIMIT AS TO AMOUNT, AND TO SECURE THE SAME BY MORTGAGE, PLEDGE OR OTHERWISE; TO ACQUIRE THE GOODWILL, RIGHTS, PROPERTY AND ASSETS OF ALL KINDS, AND TO UNDERTAKE THE WHOLE OR ANY PART OF THE LIABILITIES OF ANY PERSON, FIRM, ASSOCIATION OR CORPORATION, AND TO PAY FOR THE SAME IN CASH, STOCK, BONDS, DEBENTURES, OR OTHER SECURITIES OF THIS CORPORATION OR OTHERWISE; TO BUY OR OTHERWISE ACQUIRE, HOLD, SELL ASSIGN, MORTGAGE, LEASE, LICENSE, OR OTHERWISE DISPOSE OF AND DEAL IN AND WITH TRADE-MARKS, TRADE NAMES, DISTINCTIVE MARKS, FRANCHISES, IMPROVEMENTS, PROCESSES, INVENTIONS AND LETTERS PATENT OF THE UNITED STATES OR ANY OTHER GOVERNMENT; TO CARRY ON IN FURTHERANCE OF THESE PURPOSES ANY ACTIVITY TO THE SAME EXTENT AND AS FULLY AS NATURAL PERSONS MIGHT OR COULD DO AS PRINCIPALS, AGENTS, CONTRACTORS OR OTHERWISE. TO HAVE AND EXERCISE ALL THE POWERS CONFERRED BY THE LAWS OF MASSACHUSETTS UPON BUSINESS CORPORATIONS; TO DO ANY OR ALL OTHER THINGS NECESSARY AND PERTINENT TO ACCOMPLISH THESE AND ALL OF THE PURPOSES HEREIN SET FORTH AS WELL AS ALL OTHER LAWFUL PURPOSES PERMITTED BY LAW.

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 sp

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 Num of Shares
		<i>Num of Shares</i>	<i>Total Par Value</i>	
CNP	\$0.00000	275,000	\$0.00	5,000

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:

ANY STOCKHOLDER, INCLUDING THE HEIRS, ASSIGNS, EXECUTORS OR ADMINISTRATORS OF A DECEASED STOCKHOLDER, DESIRING TO SELL OR TRANSFER SUCH STOCK OWNED BY HIM OR THEM OR STOCK TO BE TRANSFERRED BY OPERATION OF LAW, SHALL FIRST OFFER IT TO THE CORPORATION THROUGH THE BOARD OF DIRECTORS IN THE MANNER FOLLOWING: HE OR SHE SHALL NOTIFY THE DIRECTORS OF HIS OR HER DESIRE TO SELL OR TRANSFER BY NOTICE IN WRITING, WHICH NOTICE SHALL CONTAIN THE PRICE AT WHICH HE OR SHE IS WILLING TO SELL OR TRANSFER AND THE NAME OF ONE ARBITRATOR. THE DIRECTORS SHALL WITHIN THIRTY DAYS THEREAFTER EITHER ACCEPT THE OFFER, OR BY NOTICE TO HIM IN WRITING NAME A SECOND ARBITRATOR, AND THESE TWO SHALL NAME A THIRD. IT SHALL THEN BE THE DUTY OF THE ARBITRATORS TO ASCERTAIN THE VALUE OF THE STOCK, AND IF ANY ARBITRATOR SHALL NEGLECT OR REFUSE TO APPEAR AT ANY MEETING APPOINTED BY THE ARBITRATORS, A MAJORITY MAY ACT IN THE ABSENCE OF SUCH ARBITRATOR. AFTER THE ACCEPTANCE OF THE OFFER, OR THE REPORT OF THE ARBITRATORS AS TO THE VALUE OF THE STOCK, THE DIRECTORS SHALL HAVE THIRTY DAYS WITHIN WHICH TO PURCHASE THE SAME AT SUCH VALUATION, BUT IF AT THE EXPIRATION OF THIRTY DAYS, THE CORPORATION SHALL NOT HAVE EXERCISED THE RIGHT SO TO PURCHASE, THE OWNER OF THE STOCK SHALL BE AT LIBERTY TO DISPOSE OF THE SAME IN ANY MANNER HE OR SHE MAY SEE FIT. NO SHARES OF STOCK SHALL BE SOLD OR TRANSFERRED ON THE BOOKS OF THE CORPORATION UNTIL THESE PROVISIONS HAVE BEEN COMPLIED WITH, BUT THE BOARD OF DIRECTORS MAY IN ANY PARTICULAR INSTANCE WAIVE THE REQUIREMENT.

ARTICLE VI

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

(A) THE DIRECTORS MAY MAKE, AMEND, OR REPEAL THE BYLAWS IN WHOLE OR IN PART, EXCEPT WITH RESPECT TO ANY PROVISION OF SUCH BYLAWS WHICH BY LAW OR THESE ARTICLES OR THE BYLAWS REQUIRES ACTION BY THE STOCKHOLDERS. (B) MEETINGS OF THE STOCKHOLDERS OF THE CORPORATION MAY BE HELD ANYWHERE IN THE UNITED STATES. (C) THE CORPORATION SHALL HAVE THE POWER TO BE A PARTNER IN ANY BUSINESS ENTERPRISE WHICH THIS CORPORATION WOULD HAVE THE POWER TO CONDUCT BY ITSELF. (D) A DIRECTOR OF THIS CORPORATION SHALL NOT BE PERSONALLY LIABLE TO

CORPORATION OR ITS STOCKHOLDERS FOR MONETARY DAMAGES FOR BREACH OF FIDUCIARY DUTY AS A DIRECTOR, NOTWITHSTANDING ANY PROVISION OF LAWS IMPOSING SUCH LIABILITY, EXCEPT FOR LIABILITY (I) FOR ANY BREACH OF THE DIRECTOR'S DUTY OF LOYALTY TO THE CORPORATION OR STOCKHOLDERS, (II) FOR ACTS OR OMISSIONS NOT IN GOOD FAITH OR WHICH INVOLVE INTENTIONAL MISCONDUCT OR A KNOWING VIOLATION OF LAW, (III) FOR IMPROPER DISTRIBUTIONS UNDER SECTION 6.40 OR ANY SUCCESSOR PROVISION OF THE MASSACHUSETTS BUSINESS CORPORATION ACT, OR (IV) FOR ANY TRANSACTION FROM WHICH THE DIRECTOR DERIVED AN IMPROPER PERSONAL BENEFIT. (E) IN THE ABSENCE OF BAD FAITH, NO CONTRACT OR TRANSACTION BY THIS CORPORATION SHALL BE VOID, VOIDABLE, OR IN ANY WAY AFFECTED BY REASON OF THE FACT THAT IT IS WITH AN INTERESTED PERSON. (F) FOR THE PURPOSES OF THIS ARTICLE "INTERESTED PERSON" SHALL MEAN ANY PERSON OR ORGANIZATION IN ANY WAY INTERESTED IN THE CORPORATION, WHETHER AS AN OFFICER, DIRECTOR, STOCKHOLDER, EMPLOYEE OR OTHERWISE, AND ANY OTHER ENTITY IN WHICH ANY SUCH PERSON OR ORGANIZATION IS ANY WAY INTERESTED. (G) IN THE ABSENCE OF BAD FAITH, NO INTERESTED PERSON BECAUSE OF SUCH INTEREST SHALL BE LIABLE TO THIS CORPORATION OR TO ANY OTHER PERSON OR ORGANIZATION FOR ANY LOSS OR EXPENSE INCURRED BY REASON OF SUCH CONTRACT OR TRANSACTION OR SHALL BE ACCOUNTABLE FOR ANY GAIN OR PROFIT REALIZED FROM SUCH CONTRACT OR TRANSACTION. (H) THE PROVISIONS OF THIS ARTICLE SHALL BE OPERATIVE NOTWITHSTANDING THE FACT THAT THE PRESENCE OF AN INTERESTED PERSON WAS NECESSARY TO CONSTITUTE A QUORUM AT A MEETING OF DIRECTORS OR STOCKHOLDERS OF THIS CORPORATION AT WHICH SUCH CONTRACT OR TRANSACTION WAS AUTHORIZED OR THAT THE VOTE OF AN INTERESTED PERSON WAS NECESSARY FOR THE AUTHORIZATION OF SUCH CONTRACT OR TRANSACTION.

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: Time:

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: ANTONIOS VRAKAS
 No. and Street: 29 HUDSON ROAD
 City or Town: SUDBURY State: MA Zip: 01776 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	ANTONIOS VRAKAS	56 CHERRY STREET

TREASURER	ANTONIOS VRAKAS	ASHLAND, MA 01721 USA 56 CHERRY STREET ASHLAND, MA 01721 USA
SECRETARY	ANTONIOS VRAKAS	56 CHERRY STREET ASHLAND, MA 01721 USA
DIRECTOR	ANTONIOS VRAKAS	56 CHERRY STREET ASHLAND, MA 01721 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:

TO OWN AND OPERATE A PIZZA RESTAURANT

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

No. and Street: 29 HUDSON ROAD
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: 29 HUDSON ROAD
City or Town: SUDBURY State: MA Zip: 01776 Country: USA

which is

- its principal office
 an office of its secretary/assistant secretary
 an office of its transfer agent
 its registered office

Signed this 24 Day of February, 2023 at 2:21:19 PM 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.)

/S/ ANTONIOS VRAKAS, INCORPORATOR

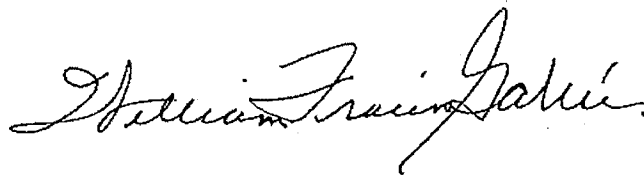
MA SOC Filing Number: 202378307790 Date: 2/24/2023 2:19:00 PM

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:

February 24, 2023 02:19 PM

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

WORKERS COMPENSATION AND EMPLOYERS' LIABILITY
INSURANCE POLICY --- INFORMATION PAGE

INSURER:
NORFOLK & DEDHAM MUTUAL FIRE INSURANCE COMPANY
222 AMES STREET
DEDHAM, MA 02026

POLICY NO: WE234371A
NEW BUSINESS
NCCI Company No: 21059
Account No:
FEIN: 92-2540812

ITEM 1. NAMED INSURED AND MAILING ADDRESS:
TOWN SQUARE PIZZA INC
29 HUDSON ROAD
SUDBURY, MA 01776

AGENT NAME AND ADDRESS:
NUMBER ONE INS AGCY, INC
C/O PELLA INSURANCE
AGENCY INC.
585 WASHINGTON ST.
BRIGHTON, MA 02135

AGENT NO.: 20001PEL

LEGAL ENTITY: CORPORATION

OTHER WORKPLACES NOT SHOWN ABOVE: (See Workers Compensation Classification Schedule)

ITEM 2. POLICY PERIOD: From: 03/22/2023 To: 03/22/2024

Effective 12:01 A.M. Standard Time at the Insured's mailing address.

ITEM 3. COVERAGE:

A. Workers Compensation Insurance: Part One of the policy applies to the Workers Compensation Law of the states listed here:

MA

B. Employers' Liability Insurance: Part Two of the policy applies to work in each state listed in Item 3.A. The limits of liability under Part Two are:

Bodily Injury by Accident:	\$	500,000	each accident
Bodily Injury by Disease:	\$	500,000	policy limit
Bodily Injury by Disease:	\$	500,000	each employee

C. Other States Insurance: Part Three of the policy applies to the states, if any, listed here:
SEE ENDORSEMENT WC 20 03 06 B

D. This Policy includes these Endorsements and Schedules:
See Schedule of Forms and Endorsements.

ITEM 4. PREMIUM: The premium for this Policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required on the Workers Compensation Classification Schedule is subject to verification and change by audit.

Minimum Premium: \$	209	Total Estimated	Annual Premium: \$	2,456
Audit Period: ANNUAL		Additional / Return Premium:		
		Comments :		

Issued At:

Date: 03/27/2023

Countersigned by _____

BILL OF SALE

IN CONSIDERATION for the sum of Four Hundred Thousand (\$400,000.00) Dollars, inclusive of all sales taxes, paid by bank check and by a promissory note, the receipt of which consideration is hereby acknowledged, CSJE ENTERPRISES, INC., a Massachusetts corporation, which carries on the business of a dine-in and take-out pizza and sub shop under the operating name of CJ's GOURMET PIZZARIA, located at 29 Hudson Road, Sudbury, Massachusetts (hereinafter referred to as the "Seller"), does hereby grant, transfer, give and convey unto ANTONIO VRAKAS, an individual doing business as CJ's GOURMET PIZZARIA, 29 Hudson Road, Sudbury, Massachusetts (the "Buyer"), substantially all the assets of CJ's GOURMET PIZZARIA (the "Business"), including:

- i. all equipment, furniture, fixtures and machinery used in carrying on the Business as specifically set forth in Exhibit "A" attached hereto and made a part hereof;
- ii. the goodwill of the Business including the Business' name (CJ's Gourmet Pizzeria);
- iii. all recipes of the Business;
- iv. all business records, books and data in the possession of or used by Seller relating to the Business;
- v. the telephone and facsimile numbers of the Business;
- vi. social media, including Facebook pages, website, domain names with respective passwords; and
- vii. trademarks and service marks, if any.

The Seller warrants that: (1) the Seller is the legal owner of the assets and equipment; (2) the assets and equipment are free from all liens and encumbrances; (3) the Seller is the sole and lawful owner of said assets and has full right and authority to sell and transfer the assets; and (4) the Seller will warrant and defend the title of the assets and equipment against any and all claims and demands of all persons.

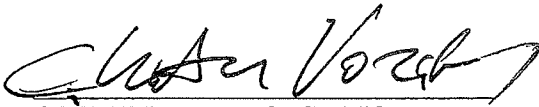
The Seller further warrants that said assets are free and clear of all debts, liabilities, obligations and encumbrances and there are no judgements against CJ's GOURMET PIZZARIA, in any court and there are no replevins, attachments, executions or other writs of processes issued against CJ's GOURMET PIZZARIA, or with respect to the said assets; and CJ's GOURMET

PIZZARIA has not filed any petition in bankruptcy, and CJ's GOURMET PIZZARIA has not been adjudicated a bankrupt, nor has a Receiver been appointed nor an assignment for the Benefit of Creditors made.

The equipment is in good working order and being sold in an "as is" condition and the Seller expressly disclaims all warranties, whether expressed or implied, including but not limited to, any implied warranty of merchantability or fitness for a particular purpose. Further, the Seller disclaims any warranty as to the condition of the equipment. The Seller does not assume or authorize any other person to assume, on the behalf of the Seller, any liability in connection with the sale of the equipment. The Seller's above disclaimer of warranties does not, in any way, affect the terms of any applicable warranties from the manufacturer of the equipment.

The Buyer has been given the opportunity to inspect the equipment or to have it inspected and the Buyer has accepted the equipment in its existing condition. This Bill of Sale will be construed in accordance with and governed by the laws of the Commonwealth of Massachusetts.


WITNESS my hand and seal this 22nd day of March, 2023, by its Manager duly authorized.

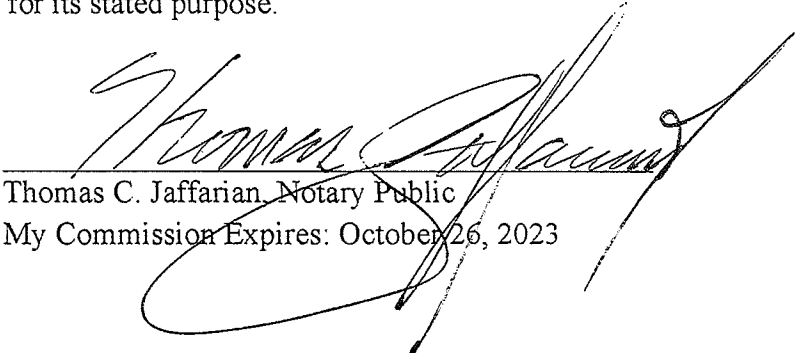

CSJE ENTERPRISES, INC.
By: Christos Vozikis, Its President
(Seller)

COMMONWEALTH OF MASSACHUSETTS

County of Middlesex

On this 22nd day of March, 2023, before me, the undersigned Notary Public, personally appeared, CHRISTOS VOZIKIS, who proved to me through satisfactory evidence of identification, which was a Massachusetts Driver's License to be the person whose name is signed on the preceding or attached document and acknowledged to me that he signed the foregoing instrument as his free act and deed for its stated purpose.

 THOMAS C. JAFFARIAN
NOTARY PUBLIC
Commonwealth of Massachusetts
My Commission Expires
October 26, 2023


Thomas C. Jaffarian, Notary Public
My Commission Expires: October 26, 2023

Attachment 1.a: CV application complete (5849 : Town Square Pizza Common Victualler License Application)

EXHIBIT "A"

1. 2 conveyer pizza ovens Edge
2. 2 hood systems with return makeup air
3. 2 HVAC systems (roof top and back kitchen)
4. 1 walk in cooler 10x10 with shelving
5. 2 upright freezers
6. 1 dough roller Somerset
7. 1 stainless steel sink with three compartments
8. 1 vegetable sink stainless steel
9. 1 grease trap
10. 1 hand wash sink stainless steel
11. 3 refrigerators by Coca Cola
12. 1 pizza prep unit 60 inch
13. 1 sandwich prep unit 60 inch
14. 1 undercounter freezer 60 inches
15. 2 gas Pitco fryolator
16. 1 panini press
17. 1 Star grill 36 inch
18. 1 24-inch charbroiler
19. 1 gas oven with 6 burners
20. 1 undercounter refrigerator 60 inches
21. 1 Hobart 60-quart dough mixer
22. 1 Hobart slicer
23. 1 microwave with shelve unit
24. 1 display deli case refrigerator
25. 3 POS FoodTech systems and printers
26. 1 pizza warmer display
27. 6 tables with chairs
28. 1 TV
29. 4 TV menu displays
30. Pizza pans, pots and cooking utensils
31. Outdoor tables and chairs

PURCHASE AND SALE AGREEMENT CJ'S GOURMET PIZZA & GRILL

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") is made and entered into this 22nd day of March, 2023 (the "Execution Date"), by and between **CSJE ENTERPRISES, INC.**, a Massachusetts corporation having a principal place of business at 29 Hudson Road, Sudbury, County of Middlesex, Massachusetts 01776 (hereinafter referred to as the "Seller") and **TOWN SQUARE PIZZA, INC.**, a Massachusetts corporation with a principal place of business at 29 Hudson Road, Sudbury, County of Middlesex, Massachusetts 01776 (hereinafter referred to as the "Buyer") (sometimes referred to individually hereinafter as a "Party" and collectively as the "Parties").

BACKGROUND

- A. The Seller is the owner of CJ's Gourmet Pizzeria, Inc. of 29 Hudson Road, Sudbury, Massachusetts (hereinafter the "Business"), which carries on the business of a take-out and dine-in pizza and sub shop operating under the name of CJ's Pizza & Grill, located at 29 Hudson Road, Sudbury, Massachusetts.
- B. The Seller owns the assets of the Business and desires to sell certain assets (hereinafter the "Assets"), to the Buyer, subject to any exclusions set out in this Agreement and the Buyer desires to buy the Assets.

In consideration of the provisions contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which consideration is acknowledged, the Parties agree as follows:

1. Definitions

The following definitions apply in the Agreement:

- a. The "Assets" to be included in this Agreement consist of the following:
- i. all equipment in good working order, furniture, fixtures, and machinery used in carrying on the Business as specifically set forth in Exhibit "A" attached hereto and made a part hereof. Exhibit "A" also may include a list of Excluded Assets;
 - ii. to the extent assignable, all equipment leases, lease purchase agreements, assignable licenses, trade names and trademarks (including those from the Commonwealth of Massachusetts) and third-party agreements, if any, as identified on the Transferred Contracts List. Additionally, all documents and records in possession of Seller relating to the ownership, use, maintenance or repair of the Equipment;

Seller's Initials

CJ

1

Buyer's Initials

AV

- iii. the goodwill of the Business including the Business' name (CJ's Gourmet Pizza & Grill);
 - iv. all recipes of the Business;
 - v. all business records, books and data in the possession of or used by Seller relating to the Business, including, without limitation, customer files, correspondence with customers, vendors and account histories, sales literature and promotional or other material pertaining to the products and services provided for and by the Business, material relating to the purchase of materials, supplies and services, research and commercial data, credit information, catalogs, brochures, and training and other manuals provided, however, that the Seller may retain copies of any or all of such records;
 - vi. all supplies of the Business;
 - vii. the telephone and facsimile numbers of the Business;
 - viii. social media, including Facebook pages, website, domain names with respective passwords;
 - ix. trademarks and service marks, if any; and
 - x. all right, title, and interest in and to the inventory of Seller relating to the Business (the "Inventory") the value of which shall be determined prior to the Closing as agreed upon by Buyer and Seller and shall be paid in a separate check, payable to the Seller at the Closing.
- b. The "Excluded Assets" from this purchase and sale consist of the Seller's accounts receivable, cash, notes receivable and prepaid accounts. Also excluded are any liabilities of the Seller as Buyer is not assuming any liabilities of the Sellers, Business or Assets in conjunction with this transfer. Furthermore, all commitments, claims, liabilities, mortgages, pledges, encumbrances, charges, recoupment liability, and obligations of Seller with respect to the Business and Assets of every kind or nature whatever, whether known or unknown, liquidated or unliquidated, fixed or contingent are excluded assets and shall remain the commitments, liabilities and obligations of Seller.
- c. "Closing" means the completion of the purchase and sale of the Assets as described in this Agreement by the payment of agreed consideration and the transfer of title to the Assets.

2. Purchase of Assets

Subject to the terms and conditions of this Agreement, and in reliance on the representations, warranties, and conditions set out in this Agreement, the Seller agrees to sell the Assets to the Buyer and the Buyer agrees to purchase the Assets from the Seller.

Seller's Initials

C. ✓

2

Buyer's Initials

AV

3. Purchase Price and Allocation of Purchase Price

The Parties agree that the Purchase Price for the Assets will be Four Hundred Thousand (\$400,000.00) Dollars. The Parties agree that the Purchase Price for the Assets will be allocated among the Assets as follows subject to required adjustments that are agreed upon by the Parties:

Business Equipment	\$200,000.00
Furniture and Fixtures	\$75,000.00
Covenant Not to Compete	\$50,000.00
Goodwill	\$75,000.00
Sub-Total	\$400,000.00
MA Sales Tax (6.25%)	N/A
Purchase Price	\$400,000.00

4. Closing

The Closing of the transaction hereunder shall occur on March 22, 2023. The date of Closing (the "Closing Date") may be extended as mutually agreed to by the Parties. The Closing shall be held at CJ's Gourmet Pizza & Grill, Sudbury, Massachusetts or at such other place as the Parties shall agree within the County of Middlesex. The Buyer understands that time is of the essence and the Buyer will submit a complete and conforming Application for a Common Victualler's License to the Town of Sudbury.

At Closing and upon the Buyer paying the balance of the Purchase Price in full to the Seller, the Seller will deliver the Assets to the Buyer. The Seller will deliver to the Buyer possession of the Assets, free and clear of any liens, charges, rights of third parties, or any other encumbrances, except those attached as a result of the Buyer's actions.

The Seller shall also provide the Buyer with duly executed forms and documents evidencing transfer of the Assets, where required including, but not limited to a Bill of Sale, assignments, assurances, and consents. The Seller will also cooperate with the Buyer, as needed, in order to effect the required registration, recording, and filing with public authorities for the transfer of ownership of the Assets to the Buyer.

5. Payment of Purchase Price

The Buyer shall pay a total of Four Hundred Thousand (\$400,000.00) Dollars. Seller hereby acknowledges receipt of Ten Thousand (\$10,000.00) Dollars as an Initial Deposit. The balance of \$390,000.00 US Dollars (the "Balance Amount") shall be paid by the Buyer as set forth below.

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\$10,000.00	Initial Deposit to bind the Offer.
\$30,000.00	To be paid as an additional deposit upon the execution of the Purchase & Sale Agreement.
\$160,000.00	To be paid at the time of Closing by certified, cashier's, treasurer's or bank check drawn on a Massachusetts bank.
\$200,000.00	To be paid in the form of a promissory note (the "Promissory Note"), in the principal amount of \$200,000.00 amortized over four (4) years together with interest at the rate of five (5%) percent per annum with monthly payments of principal and interest in the amount of \$4,605.86. Said Promissory Note will be secured by a UCC filing covering the Assets. No prepayment penalty will apply.
\$400,000.00	Total Purchase Price

6. Closing Adjustments

At the Closing, all items normally adjusted upon the purchase of a restaurant business shall be accounted and adjusted for as of the date of the Closing, including but not limited to utility charges and deposits, if any, paid in advance.

7. Taxes

Each Party is responsible for paying its own taxes in connection with this Agreement. The Buyer is responsible for paying all applicable taxes, including federal sales tax, state sales tax, duties, and any other taxes or charges payable (specifically excluding any capital gains, income taxes and personal property taxes of the Business up to the Closing Date, which are Seller's responsibility) that are necessary to give effect to the transfer of the Assets from the Seller to the Purchaser.

8. Deposit and Failure to Close

If Buyer shall fail to fulfill the Buyer's agreements herein, the Initial Deposit (\$10,000.00) made hereunder shall be retained by both the Broker and the Seller as Liquidated damages and this shall be the Broker's and Seller's sole and exclusive remedy at law and in equity for any default by Buyer.

The Initial Deposit made hereunder shall be held in escrow by James Pappas Real Estate & Business Brokers as escrow agent subject to the terms of this Agreement and shall be duly accounted for at the time for performance of this Agreement. In the event of any disagreement

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between the Parties, the escrow agent shall retain all deposits made under this Agreement pending written instructions mutually given by the Seller and the Buyer or a final order from a court with competent jurisdiction or by final decision of mutually entered-into arbitration.

9. Investigation

The Buyer acknowledges that the Buyer has not been influenced to enter into this transaction nor has the Buyer relied upon any warranties or representations not set forth specifically in writing in this Agreement. In addition, the Buyer has had opportunity to inspect, observe and investigate the Business and Assets and conduct any due diligence in regard to this transaction. Having so been afforded of said opportunity, the Buyer is satisfied with same and is purchasing the Business and Assets in "as-is" condition, without any warranty or representation, either express or implied, other than as specifically stated herein, with regard to same.

10. Insurance

The Seller shall, up to the Closing, maintain in force all insurance presently in force on the Assets or in respect to the Business. The Buyer acknowledges and agrees that Buyer will be responsible to maintain its own insurance with respect to the Assets and Business at Closing.

11. Representations and Warranties of the Seller

The Seller represents and warrants to the Buyer that the following are true and correct as of the date hereof and will be at the Closing Date:

- a. The Seller has full legal authority to enter into and exercise its obligations under this Agreement and has complied with all laws, rules, and regulations of the city, state and federal governments respecting the Business.
- b. The Seller is the absolute sole beneficial and lawful owner of the Assets, with good and marketable title, free and clear of any liens, charges, encumbrances, security interests, pledges, or rights of others; and, upon transfer of the Assets to Buyer, Buyer shall acquire title to such property free and clear of all liens and encumbrances of any and all third parties. The Seller is exclusively entitled to possess and dispose of the Assets.
- c. To the best knowledge of the Seller there are no pending judgments, liens, actions or anticipated actions or claim against the Seller, Seller's Assets or against the Seller's ownership or title in the Assets or against the Seller's right to dispose of the Assets before any court or governmental agency, authority or body pending, or, to Seller's knowledge, threatened against, or affecting Seller or the Assets, either directly or indirectly or proceeding is pending or the Seller's knowledge threatened against or by Seller involving the Business or against the Assets, and no claim has been asserted or to Seller's knowledge, threatened against or by Seller involving the Business or against the Assets.

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Buyer's Initials AW

- d. No third-party contract, mortgage, or security interest is outstanding that could result in a claim against or affecting the Business or Assets in whole or in part either now or in the future.
- e. The Business does not have any outstanding contracts, agreements, or commitments of any kind, written or oral, with any third-party regarding the Assets, except for the material contracts described in, and attached to this Agreement. The seller represents and warrants that no default or breach exists with regard to any presently outstanding material contract.
- f. Execution of this Agreement will not hinder or unfairly disadvantage any pre-existing creditor.
- g. Seller will indemnify the Buyer, hold him harmless against all claims against the Buyer made by creditors of the Seller for any obligations incurred by the Seller up to the time of Closing.
- h. The Seller is not and will not be a non-resident entity within the meaning of the Internal Revenue Code of 1986, as amended.
- i. The Business has withheld all amounts required to be withheld under income tax legislation and has paid all amounts owing to the proper authorities.
- j. The Business is not bound by any written or oral pension plan or collective bargaining agreement or obligated to make any contributions under any retirement income plan, deferred profit-sharing plan or similar plan.
- k. The Business will not hire any new employees, or substantially change the role or title of any existing employees, provide unscheduled or irregular increases in salary or benefits to employees, or institute any significant changes to the terms of any employees' employment, after signing this Agreement, unless the Buyer provides written consent.
- l. There are no claims threatened or pending against the Business by any current or past employee relating to any matter arising from or relating to the employment of the employee.
- m. The Assets, while owned by the Seller and up to the Closing Date, have been maintained at all times in accordance with standard industry practice and all manufacturer recommendations. The Seller further warrants that all tangible assets are in good working order and are adequate for the use for which they are intended. The Buyer has had ample opportunity to inspect the Assets and is purchasing the Assets "as-is." The Business premises will be in substantially the same condition it is now and in compliance with Massachusetts and local building and health code requirements.

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- n. The Seller is a corporation, duly organized and validly existing under the laws of the Commonwealth of Massachusetts.
- o. Seller holds any and all required permit(s) and license(s) issued by the Town of Sudbury and the Commonwealth of Massachusetts, allowing Seller to operate the Business; is in compliance with all requirements of said permit(s) and license(s); has complied with all Town of Sudbury, Commonwealth of Massachusetts, and federal laws, rules, and regulations in the conduct and affairs of the Business; and Seller shall comply with all applicable city, state, and federal laws, rules, and regulations up to the Closing Date.
- p. The Business owns or is licensed to use all necessary software and it can continue to use any and all computerized records, files, and programs into the foreseeable future in the same manner as before the Closing Date.
- q. Seller has filed and paid all required federal, state, county, local income, excise, property, unemployment, social security, withholding, meals and other tax returns before the date hereof, and shall pay all taxes due through the Closing Date. All tax claims have been paid and Seller is not undergoing any tax audits. The Seller shall defend, indemnify and hold the Buyer and its stockholders, officers, directors, members and employees harmless from and against any and all losses, costs, expenses, claims, obligations, liabilities and damages, including reasonable attorneys' fees, resulting from or arising out of any failure or inability of the Seller to satisfy any and all of the Seller's tax obligations thereof, whether federal, state or local, existing as of the Closing or arising on account of the consummation of this transaction, except amounts that are being properly contested by the Seller, the details of this contest having been provided to the Buyer.
- r. This Agreement has been duly executed and delivered by the Seller and constitutes a legal and binding obligation of the Seller, enforceable in accordance with its terms, except as enforcement may be limited by bankruptcy and insolvency, by other laws affecting the rights of creditors generally, and by equitable remedies granted by a court of competent jurisdiction.
- s. Seller is not obligated to pay any benefits to any employee which will become the liability of the Buyer.
- t. Seller has not, and does not, maintain or participate in any pension or retirement plan for the benefit of any present or former employees.
- u. Up until the Closing Date, the Business shall be conducted the same as it has in the past.
- v. Seller is not in default with respect to any order, writ, injunction, decree or demand of any court or federal, state, municipal or other governmental agency, commission or instrumentality; there is no litigation, proceeding or governmental investigation pending or threatened against or relating to Seller or its properties, business or the

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transactions contemplated by this Agreement or their employees in reference to actions taken by them in such capacities; nor is there any basis known to Seller for any such litigation, proceeding or investigation.

- w. Neither this Agreement, nor any other document, certificate or statement furnished to Buyer by or on behalf of Seller in connection with the transaction contemplated hereby contains any untrue statement or a material fact or omits to state a material factor necessary in order to make the statements contained herein not misleading.
- x. Compliance with the provisions of this Agreement by Seller will not violate any provision of law, and will not conflict with, or result in any breach of any of the terms, conditions or provisions of, or constitute a default under, or result in the creation of any lien, charge or encumbrance upon the Assets of the Practice pursuant to any mortgage, lease, agreement, contract or other instrument to which Seller is a party or to which he is bound

The representations and warranties given in this Agreement are the only representations and warranties. No other representation or warranty, either expressed or implied, has been given by the Seller to the Buyer, including, without limitation, any representations, or warranties regarding the merchantability of the Assets or their fitness for a particular purpose.

The Seller warrants to the Buyer that each of the representations and warranties made by it is accurate and to the best of Seller's knowledge and not misleading at the Closing. The Seller acknowledges that the Buyer is entering into this Agreement in reliance on each warranty and representation and not upon any warranties or representations not set forth specifically in writing in this Agreement.

Where the Buyer has a claim against the Seller relating to one or more representations or warranties made by the Seller, the Seller will have no liability to the Buyer unless the Buyer provides notice in writing to the Seller containing full details of the claim on or before the first anniversary of the Closing.

Where the Buyer has a claim against the Seller relating to one or more representations or warranties made by the Seller, and the Buyer is entitled to recover damages from a third-party then the amount of the claim against the Seller will be reduced by the recovered or recoverable amount less all reasonable costs incurred by the Buyer in recovering the amount from the third-party.

12. Buyer's Representations and Warranties

The Buyer represents and warrants to the Seller the following:

- a. The Buyer has full legal authority to enter into and exercise its obligations under this Agreement.
- b. The Buyer has funds available to pay the full Purchase Price and any expenses accumulated by the Buyer in connection with this Agreement and the Buyer has not incurred any obligation, commitment, restriction, or liability of any kind, absolute

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or contingent, present or future, which would adversely affect its ability to perform its obligations under this Agreement.

- c. The Buyer has not committed any act or omission that would give rise to any valid claim relating to a brokerage commission, finder's fee, or other similar payment.
- d. The Buyer is not and will not be a non-resident entity within the meaning of the Internal Revenue Code of 1986, as amended.
- e. This Agreement has been duly executed by the Buyer and constitutes a legal and binding obligation of the Buyer, enforceable in accordance with its terms, except as enforcement may be limited by bankruptcy and insolvency, by other laws affecting the rights of creditors generally, and by equitable remedies granted by a court of competent jurisdiction.
- f. The Buyer has no knowledge that any representation or warranty given by the Seller in this Agreement is inaccurate or false.

The representations and warranties given in this Agreement are the only representations and warranties. The Buyer has given no other representation or warranty, either expressed or implied, to the Seller.

The Buyer warrants to the Seller that each of the representations and warranties made by it is accurate and not misleading on the Closing Date. The Buyer acknowledges that the Seller is entering into this Agreement in reliance on each warranty and representation.

Where the Seller has a claim against the Buyer relating to one or more representations or warranties made by the Buyer, the Buyer will have no liability to the Seller unless the Seller provides notice in writing to the Buyer containing full details of the claim on or before the first anniversary of the Closing Date.

Where the Seller has a claim against the Buyer relating to one or more representations or warranties made by the Buyer, and the Seller is entitled to recover damages from a third-party then the amount of the claim against the Buyer will be reduced by the recovered or recoverable amount less all reasonable costs incurred by the Seller in recovering the amount from the third-party.

With respect to any creditor claim deemed valid, the Buyer shall notify the Seller within ten (10) days of receipt of said claim. If Seller is unresponsive, then Buyer may recover its claim by offsetting an obligation owed to the Seller. By way of example, the Buyer receives an outstanding invoice from Polar Beverages for soda purchased during the Seller's operation of the Business. Buyer then notifies Seller of the invoice. If Seller chooses not to pay the Buyer's claim, the Buyer may reduce his lease or note payment, whichever is applicable, by the amount claimed.

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13. Conditions Precedent to Seller's Obligation

The obligation of the Seller to complete the sale of the Assets under this Agreement is subject to the satisfaction of the following conditions precedent by the Buyer, on or before the Closing, each of which is acknowledged to be for the exclusive benefit of the Seller and may be waived by the Seller entirely or in part:

- a. All of the representations and warranties made by the Buyer in this Agreement shall be true and accurate in all material respects on the Closing Date.
- b. The Buyer will obtain or complete all forms, documents, consents, approvals, registrations, declarations, orders, and authorizations from any person or any governmental or public body, required of the Buyer in connection with the execution of this Agreement.
- c. The Buyer will execute and deliver the Promissory Note to the Seller.

14. Conditions Precedent to Buyer's Obligation

The obligation of the Buyer to complete the purchase of the Assets under this Agreement is subject to the satisfaction of the following conditions precedent, on or before the Closing, each of which is acknowledged to be for the exclusive benefit of the Buyer and may be waived by the Buyer entirely or in part:

- a. All of the representations and warranties made by the Seller in this Agreement will be true and accurate in all material respects, to the best of Seller's knowledge, on the Closing Date.
- b. The Seller will obtain and complete any and all forms, documents, consents, approvals, registrations, declarations, orders, and authorizations from any person or governmental or public body that are required of the Seller for the proper execution of this Agreement and transfer of the Assets to the Buyer.
- c. No substantial damage to or alteration of the Assets that would adversely affect their value will occur between the date this Agreement is signed and the Closing Date.
- d. The Seller will have obtained any necessary consents for assigning the lease to the Buyer, if necessary.
- e. The Seller will execute and deliver a Bill of Sale for the Assets in favor of the Buyer conveying good title to the Assets with the usual warranties of title in accordance with this agreement, free from all encumbrances, and a Vote of all the issued and outstanding shares of stock of the Seller entitled to vote authorizing the sale of the Business to the Buyer.

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- f. The Seller will provide the Buyer with complete information concerning the day-to-day operation of the Business and will provide Buyer with the training necessary so that Buyer is in a position to carry on the Business in the place of the Seller.
- g. Immediately following the Closing, the Seller will discontinue use of the name CJ's Gourmet Pizza & Grill within a 5-mile radius of the Business. However, Seller shall be permitted to continue to use the name, CJ's Gourmet Pizza at its Hudson, Massachusetts location.
- h. At the Closing, Seller shall deliver:
1. a Certificate of Good Standing by the Secretary of State's Office and Legal Existence and a Waiver of Corporate Excise Tax from the Massachusetts Department of Revenue ("DOR") in accordance with G.L. c. 62C § 52. In the event Seller is unable to obtain a Tax Compliance or Corporate Tax Lien Waiver from the DOR the Parties agree to enter into a separate Holdback and Escrow Agreement for the amount of the outstanding taxes owed by Seller.
 2. Resolutions of the shareholders and directors authorizing and approving the execution, delivery and performance of this Agreement and the transactions contemplated hereby in conformance with applicable law; and, a certificate from the Seller's Secretary certifying as to true, complete and correct copies of the Seller's Articles of Organization and By-Laws, Stockholder and Director Votes and incumbency and valid signatures of the Seller's officers.
- i. This Agreement is contingent upon the Buyer obtaining the required licensures, permits, and approvals from the Town of Sudbury, including a common victualler's license. This Agreement is also contingent upon Buyer obtaining a lease with terms satisfactory to the Buyer from the owner of the building where the Business is located; namely, 29 Hudson Road, Sudbury, Massachusetts.
- j. The Closing set forth herein is not contingent upon the Buyer obtaining a transfer of the Business' existing liquor license. However, Buyer shall submit a complete and conforming Application for Transfer of a Retail Alcoholic Beverage License no later than thirty (30) days after the Closing Date and Seller shall assist the Buyer in its Application for Transfer of a Retail Alcoholic Beverage License to the Massachusetts Alcohol Beverage Control Commission (ABCC).

15. Conditions Precedent Not Satisfied

If either Party fails to satisfy any condition precedent as set out in this Agreement on or before the Closing and the opposite Party does not waive that condition precedent, then this Agreement will be null and void and any deposits will be returned to the Buyer and there will be no further liability or recourse as between the Parties.

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16. Employees

The Buyer may, at its sole and absolute discretion, being under no obligation to do so, hire selected employees of the Business (the "Transferred Employees").

To the best of Seller's knowledge, the Seller is in compliance with all applicable foreign and domestic statutory rules and regulations respecting employment and employment practices and has withheld and reported all amounts required by law with respect to wages and salaries and the Seller is not liable for any accrued taxes or penalties and is not liable or in arrears to any government or private pension, social security or unemployment insurance authority. The Seller indemnifies the Buyer for any future liabilities relating to employment and employment practices where the subject of the liability occurred prior to or on the Closing Date.

To the best knowledge of the Seller, no labor dispute is currently in progress, pending or threatened involving the Transferred Employees of the Business that would interfere with the normal productivity or production schedules of the Business.

17. Non-Competition

The Seller and Buyer shall execute at Closing a Non-Competition Agreement to reflect that for a period of five (5) years (the "Non-Competition Period") after the Closing Date, the Seller will not, either individually or in conjunction with any other person or business entity, have interest in, enter employment with, advise or permit its name to be associated with a pizza restaurant within a 5-mile radius with a similar or like menu as CJ's Gourmet Pizza & Grill or that would compete directly as a dine-in or take-out pizza and sub shop. This provision does not apply to the Seller's existing restaurant located in Hudson, Massachusetts.

If the Non-Competition Period is determined to be void or unenforceable by a court of competent jurisdiction, then it is the intent of the Parties that the Non-Competition Period be reduced in scope only to the extent deemed necessary to render the provision reasonable and enforceable. The Seller agrees that the Non-Competition Period is reasonable and all defenses to the enforcement of the Non-Competition Period are waived by the Seller.

18. Non-Assumption of Liabilities

It is understood and agreed between the Parties that the Buyer is not assuming and will not be liable for any of the liabilities, debts or obligations of the Seller arising out of the ownership or operation of the Business prior to and including the Closing unless set forth herein.

The Seller will indemnify and save harmless the Buyer, its officers, directors, employees, and agents from and against all costs, expenses, losses, claims, and liabilities, including reasonable legal fees and disbursements, or demands for income, sales, excise or other taxes, suffered or incurred by the Buyer or any of the above-mentioned persons arising out of the ownership or operation of the Business prior to and including the Closing Date.

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19. Transfer of Third-Party Contracts

This Agreement should not be construed as an assignment of any third-party contract from the Seller to the Buyer if the assignment would be a breach of the third-party contract.

The Buyer will be solely responsible for acquiring new contracts with third parties where the existing contracts are not legally assignable from the Seller to the Buyer.

Notwithstanding any other provision in this Agreement to the contrary, the Seller will not be liable for any losses, costs or damages of any kind including loss of revenue or decrease in value of the Business resulting from the failure of the Buyer to acquire any third-party contracts.

20. Notices

Any and all notices required pursuant to this Agreement shall be delivered either: a) by postage prepaid, certified mail, return receipt requested, b) by in-hand delivery, c) by e-mail, or d) by overnight carrier providing a receipt, as follows:

To Seller's Counsel:

Thomas C. Jaffarian, Esq.
300 West Main Street
Northborough, Massachusetts 01532
E-mail: thomas@jaffarianlaw.com

To Buyer's Counsel:

Charles S. Pappas, Esq.
639 Concord Street
Framingham, MA 01702
E-mail: cpappas@lawofficemp.com

Or to such other address or addresses as may from time-to-time be designated by either Party by written notice to the other.

21. Expenses/Costs

The Parties agree to pay all their own costs and expenses in connection with this Agreement.

22. Severability

The Parties acknowledge that this Agreement is reasonable, valid, and enforceable; however, if any part of this Agreement is held by a court of competent jurisdiction to be invalid, it is the intent of the Parties that such provision be reduced in scope only to the extent deemed necessary to render the provision reasonable and enforceable and the remainder of the provisions of this Agreement will in no way be affected or invalidated as a result.

Where any provision in this Agreement is found to be unenforceable, the Buyer and the Seller will then make reasonable efforts to replace the invalid or unenforceable provision with a valid and enforceable substitute provision, the effect of which is as close as possible to the intended effect of the original invalid or unenforceable provision.

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23. Governing Law

This Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

24. Jurisdiction

The courts of the Commonwealth of Massachusetts are to have jurisdiction to settle any dispute arising out of or in connection with this Agreement.

25. Acceptance of Bill of Sale

Except as herein otherwise provided, the acceptance of the Bill of Sale by the Buyer or their nominee shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressly except, (i) such as are by the express terms hereof to be performed after the delivery of the instruments or transfer and the payment of the purchase price and (ii) such as are by the express terms hereof to survive the Closing and time for performance.

26. No Inconsistent Tax Treatment

Seller and Buyer separately warrant and represent to one another that they will not prepare or submit any federal, state, or local tax returns which are in any way inconsistent with the terms of this Agreement, including, without limitation, the allocation of the Purchase Price and any other payments made hereunder.

27. Broker

A Broker's fee for professional services totaling Twenty-Four Thousand Five Hundred (\$24,500.00) Dollars is due from Seller to James Pappas Real Estate & Business Brokers at the time of Closing, if and only when, the transaction is completed; Buyer accepts the Assets; and the Seller receives the net proceeds of the sale. Buyer shall have no obligation to pay any commission to James Pappas Real Estate & Business Broker.

28. Subsequent Documents

All parties hereto agree, from time-to-time, after the Closing, to execute, acknowledge and deliver such other instruments as it may reasonably be required by any part to this Agreement in order to give full effect to any of the provisions hereof, as the same may have been modified to the Closing Date.

29. Survival of Representations

The representations, warranties, and covenants of the Parties contained in this Agreement and all Schedules attached hereto shall survive the Closing Date by one year and shall not otherwise be extinguished thereby notwithstanding any investigation or other examination by any

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Party, except with respect to tax matters, representations with respect to which shall survive until the expiration of the applicable statute of limitations.

30. Risk of Loss

The Seller assumes all risks of destruction, loss or damage due to fire or other casualty up to the Closing Date and in the event that any such loss occurs prior to the Closing and not restored, the Buyer shall have the right to terminate this Agreement by written notice to the Seller and all payments made hereunder shall be forthwith refunded and all other obligations of all parties hereto shall cease and this Agreement shall be void and without recourse to the parties hereto.

31. General Provisions

This Agreement contains all terms and conditions agreed to by the Parties. Statements or representations which may have been made by any Party to this Agreement in the negotiation stages of this Agreement may in some way be inconsistent with this final written Agreement. All such statements are declared to be of no value to either Party. Only the written terms of this Agreement will bind the Parties.

This Agreement may only be amended or modified by a written instrument executed by all of the Parties.

A waiver by one Party of any right or benefit provided in this Agreement does not infer or permit a further waiver of that right or benefit, nor does it infer or permit a waiver of any other right or benefit provided in this Agreement.

This Agreement will not be assigned either in whole or in part by any Party without the written consent of the other Party.

This Agreement will pass to the benefit of and be binding upon the Parties' respective heirs, executors, administrators, successors, and permitted assigns.

The clauses, paragraphs, and subparagraphs contained in this Agreement are intended to be read and construed independently of each other. If any part of this Agreement is held to be invalid, this invalidity will not affect the operation of any other part of this Agreement.

All of the rights, remedies and benefits provided in this Agreement will be cumulative and will not be exclusive of any other such rights, remedies and benefits allowed by law or equity.

This Agreement will be executed in four (4) counterparts.

Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine gender include the feminine gender and vice versa. Words in the neuter gender include the masculine gender and the feminine gender and vice versa.

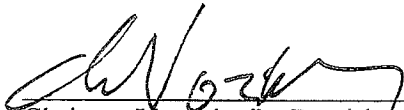
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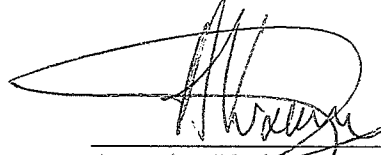
IN WITNESS WHEREOF the Parties have duly affixed their signatures under hand and seal on the day and year first written above. Executed in two (2) counterparts, each of which will be deemed an original and all constituting together one and the same instrument, this being one of the counterparts.

CJ'S GOURMET PIZZARIA, INC.
DULY AUTHORIZED BY:



Christos Vozikis, Its President

TOWN SQUARE PIZZA, INC.
DULY AUTHORIZED BY:



Antonios Vrakas, Its President

Attachment1.a: CV application complete (5849 : Town Square Pizza Common Victualler License Application)

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Buyer's Initials AU

EXHIBIT "A"
(Compiled by Seller)

1. 2 conveyer pizza ovens Edge
2. 2 hood systems with return makeup air
3. 2 HVAC systems (roof top and back kitchen)
4. 1 walk in cooler 10x10 with shelving
5. 2 upright freezers
6. 1 dough roller Somerset
7. 1 stainless steel sink with three compartments
8. 1 vegetable sink stainless steel
9. 1 grease trap
10. 1 hand wash sink stainless steel
11. 3 refrigerators by Coca Cola
12. 1 pizza prep unit 60 inch
13. 1 sandwich prep unit 60 inch
14. 1 undercounter freezer 60 inches
15. 2 gas Pitco fryolator
16. 1 panini press
17. 1 Star grill 36 inch
18. 1 24-inch Charbroiler
19. 1 gas oven with 6 burners
20. 1 undercounter refrigerator 60 inches
21. 1 Hobart 60-quart dough mixer
22. 1 Hobart slicer
23. 1 microwave with shelve unit
24. 1 display deli case refrigerator
25. 3 POS FoodTech systems and printers
26. 1 pizza warmer display
27. 6 tables with chairs
28. 1 TV
29. 4 TV menu displays
30. Pizza pans, pots and cooking utensils
31. Outdoor tables and chairs

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Town Square Pizza

Common Victualler License Application

Department Feedback

Department	Staff	Date	Comments
Building Department	Andrew Lewis	4/18/23	The Building Dept. has no issue with the transfer.
Fire Department	Asst. Chief Choate	4/17/23	This location was checked for compliance of extinguishment and hood maintenance Friday. All are in compliance at this time. No objections by the FD.
Health Department	Vivian Zeng	4/25/23	The new applicant has not applied for a Board of Health Food Service Establishment permit to date. They will need a Health Dept inspection prior to opening.
Police Department	Chief Nix	4/25/23	The Police Department has no issues with the transfer.



SUDBURY SELECT BOARD
Tuesday, May 16, 2023

MISCELLANEOUS (UNTIMED)

2: 2023 ATM recap

REQUESTOR SECTION

Date of request:

Requestor: Chair Russo

Formal Title: Discussion/recap on 2023 Annual Town Meeting. Moderator Cate Blake will attend.

Recommendations/Suggested Motion/Vote:

Background Information:

Financial impact expected:

Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

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

05/16/2023 7:00 PM



SUDBURY SELECT BOARD
Tuesday, May 16, 2023

MISCELLANEOUS (UNTIMED)

3: Firearms bylaw

REQUESTOR SECTION

Date of request:

Requested by: Patty Golden

Formal Title: Discussion on potential Firearms bylaw.

Recommendations/Suggested Motion/Vote:

Background Information:

Financial impact expected:

Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

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

05/16/2023 7:00 PM

ARTICLE _____ FIREARM BUSINESS USES

To see if the Town will vote to amend the Sudbury Zoning Bylaw as set forth below:

2200. PRINCIPAL USE REGULATIONS

A.

Insert in Section 2230, Table of Principal Use Regulations, Part C. Commercial, after “28. Marijuana Establishment” a new use category entitled “29. Firearm Business”, as shown in the table below.

PRINCIPAL USE	A-RES	C-RES	WI	BD	LBD	VBD	ID	LID	IP	RD
C. COMMERCIAL										
29. Firearm Business Use	N	N	N	N	N	N	N	ZBA	ZBA	ZBA

B.

2250. Firearm Business Use.

2251. Purpose: To establish criteria for the establishment of Firearm Business Uses in the Town of Sudbury to address public safety concerns arising from the operations of such businesses and the potential disruption of peace and quiet enjoyment of the community. This section provides for separation between Firearm Business Uses and certain uses enumerated herein to maximize protection of public health, safety, and welfare in conjunction with the protections from G.L. c. 140, ss. 122-131Y and other State laws and regulations. To the extent this section or any related section can be read to potentially conflict with G.L. c. 140 or other State laws or regulations, the section shall be interpreted to minimize any conflict with State laws or regulations while maximizing the furtherance of the public safety and other public purposes underlying this section.

2252. Compatibility with State and Federal Laws and Regulations: Firearm Business Uses shall obtain and maintain all necessary Federal, State, and other required local approvals and licenses prior to beginning operations, including but not limited to a valid current State license issued pursuant to G.L. c. 140, ss. 122, as applicable. Required State and Federal licenses must be obtained before applying for a Special Permit.

2253. Applicability: This section shall apply to all Firearm Business Uses including related buildings.

2254. The hours of operation for a Firearm Business Use shall not adversely impact nearby uses. The hours of operation shall follow all state statutory and regulatory requirements, but in no case shall any Firearm Business Use be open before 9:00AM or remain open later than 8:00PM.

2255. Prior to the application for a Special Permit a Firearm Business Use shall submit a security plan to the Sudbury Police Department for review and approval. Review and approval of the security plan may include an inspection of the proposed site by the Police Department. The plan must include, but not be limited to, the following:

Attachment 3.a: Firearms Bylaw AJS (5862 : Firearms bylaw)

- a. Proposed provisions for security.
- b. A trained employee shall check identification and compliance with age restrictions prior to customers entering the establishment.
- c. The physical layout of the interior, including a demonstration that the size of the business is not so excessive so as to create issues with site security and video monitoring.
- d. After-hours storage of all Firearms in locked containers or by otherwise securing the Firearms with tamper-resistant mechanical locks.
- e. The number of employees.

2256. Prior to the application for a Special Permit a Firearm Business Use shall submit an operations and management plan to the Sudbury Police Department for review and approval.

2257. All Firearm Business Uses shall conduct criminal background checks of all employees in accordance with State law.

2258. No person under the age of 18 shall have access into or within a Firearm Business Use, with the sole exception that minors age 14 and older may accompany the minor's parent or legal guardian.

2259. Firearms Dealers shall videotape the point of sale of all firearms transactions and maintain videos for six (6) months to deter illegal purchases and monitor employees.

2260. Firearm Business Uses shall not sub-lease space from a tenant of any building or structure and is prohibited from sub-leasing the Firearm Business Use space to another Firearm Business.

2261. Location Requirements. All distances in this section shall be measured in a straight line from the property line of the lot containing the Firearm Business Use to the nearest property line of any of the following designated uses:

- a. A Firearm Business Use shall not directly abut any property containing a residential use.
- b. A Firearm Business Use shall not be located within 500 feet of any property containing a public or private K-12 school, daycare center, preschool, child care facility, or existing Firearm Business Use.
- c. A Firearm Business Use shall not be located within a building containing a dwelling unit.

2262. Special Permit for Firearm Business Use: In addition to the requirements of Section 6200, an application for Special Permit for Firearm Business Use shall include, at a minimum, the following information:

- a. Description of Activities: A narrative providing information about the type and scale of all activities that will take place on the premises.

- b. Lighting Analysis: A lighting plan showing the location of proposed lights on the building and the lot, and a photometric plan showing lighting levels.
- c. Context Map: A map depicting all properties and land uses within a 1,000-foot radius of the lot on which the Firearm Business is proposed to be located.
- d. Comprehensive Signage Plan.
- e. Report from the Police Chief or Designee: Confirming that the applicant has submitted the plans and information described in 2255 above and that those plans have been approved.

2263. Special Permit Criteria: In granting a Special Permit for a Firearm Business Use, in addition to the general criteria for granting a Special Permit, the Zoning Board of Appeals shall find that the following criteria are met:

- a. The lot is designed such that it provides convenient, safe, and secure access and egress for clients and employees arriving to and leaving from the lot.
- b. The establishment will have adequate and safe storage, security, and lighting.
- c. Loading, refuse, and service areas are designed to be secure and shielded from abutting uses.
- d. The establishment is designed to minimize any adverse impacts on abutters or pedestrians.
- e. The location and characteristics of the proposed use will not be detrimental to the public health, safety, and welfare of the neighborhood, which may extend into an adjacent municipality, or the Town.
- f. All signage has been reviewed and approved by the Building Commissioner or Design Review Board, as applicable, as to letter size, color, and design per section 3200 to ensure mitigation of impact to the surrounding neighborhood, consistent with applicable Federal and State law.
- g. The establishment has satisfied all of the conditions and requirements in this section.

2264. Severability: If any portion of this section is ruled invalid such ruling shall not affect the validity of the remainder of the section.

C. DEFINITIONS

Insert in Article 7000, Definitions, the following new definition:

Firearm: Any device designed or modified to be used as a weapon capable of firing a projectile using an explosive charge as a propellant, including but not limited to guns, pistols, shotguns, rifles.

Firearm Accessory: Any device designed, modified, or adapted to be inserted into or affixed onto any

Firearm to enable, alter, or improve the functioning or capabilities of the Firearm or to enable the wearing or carrying about one's person of a Firearm.

Firearm Business Use:

- A.** Firearm Dealer: A retail or wholesale operation involving the purchase or sale of Firearms, Ammunition, and/or Firearm Accessories.
- B.** Gunsmith: Any retail operation involving the repairing, altering, cleaning, polishing, engraving, blueing, or performing of any mechanical operations on any Firearm.

DRAFT



SUDBURY SELECT BOARD
Tuesday, May 16, 2023

MISCELLANEOUS (UNTIMED)

4: Request for Transfer Station fee increase FY24

REQUESTOR SECTION

Date of request:

Requestor: Dan Nason DPW Director

Formal Title: Discussion and vote whether to approve a Transfer Station price increase for permits, stickers, and Pay-per-throw bags for FY24, as requested by Dan Nason DPW Director.

Recommendations/Suggested Motion/Vote: Discussion and vote whether to approve a Transfer Station price increase for permits, stickers, and Pay-per-throw bags for FY24, as requested by Dan Nason DPW Director.

Background Information:

See attached documents. This request would generate an estimated additional \$4,500 annually.

Financial impact expected:

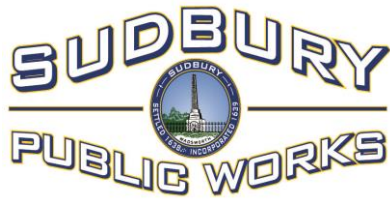
Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

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

05/16/2023 7:00 PM



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

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

Daniel F. Nason, Director

To: Andrew Sheehan, Town Manager
From: Dan Nason, Public Works Director
cc: Denise Barter
Date: May 11, 2023
Re: **Price Increase for Transfer Station permits, stickers and Pay-Per-Throw bags for FY24**

As a result of the decrease in revenue from sticker sales and recyclables along with increases in cost associated with recycling, we are subsequently proposing to increase the prices on our Pay-Per-Throw bags, stickers and permits.

Pay-Per-Throw bags:

Suggested price increase will be as follows:

Bag Size	# of Bags per Case	Old Price	Proposed New Price	Additional Revenue/Case
Large - 30 Gallon	50 Bags per Case	\$600.00	\$650.00	\$50.00
Small - 15 Gallon	50 Bags per Case	\$300.00	\$325	\$25.00

We currently sell approximately 60 Cases each of both large and small bags. This would generate an estimated additional \$4,500 annually. The last pay-per-throw bag increase was in FY18.

Stickers:

We also propose increasing the Sticker fees in FY24 in order to cover the expected FY23 shortfall (between \$5,000-\$10,000). This expected shortfall will need to be made up using retained earnings in order to balance the Transfer Station enterprise fund. We are suggesting raising the prices as follows:

	Sudbury Current	Sudbury Proposed
Full Sticker (1st Sticker)	\$ 170.00	\$ 180.00
Full Sticker (2nd Sticker)	\$ 20.00	\$ 25.00
Full Sticker (Waiver)	\$ 85.00	\$ 90.00
Full Sticker (Waiver 2nd Sticker)	\$ 10.00	\$ 15.00
Recycle Sticker (1st Veh)	\$ 30.00	\$ 35.00
Recycle Sticker (2nd Veh)	\$ 25.00	\$ 30.00

The last sticker increase was in FY18.

Attachment4.a: FY24 Rate increase_DFN (5874 : Request for Transfer Station fee increase FY24)

Permits:

Permit prices have not been adjusted in over 15 years. The commodities market has been very unpredictable the last few years and the only current revenue source is metal. We compared Sudbury's pricing to other surrounding municipalities and found that we were lower than most on almost all of our permit fees.

We are suggesting raising the prices as follows:

	Sudbury Current	Sudbury Proposed
Tires (truck tires stay at \$10)	\$ 2.00	\$ 7.00
Bulky Pickup charges (NO CHANGE)	\$ 32.00	\$ 32.00
Mattress Service Fees	\$ 16.00	\$ 50.00
Carpet Service Fee (NO CHANGE)	\$ 32.00	\$ 32.00
TV & Computer Monitors - CRT	\$ 20.00	\$ 25.00
Freon Revenue	\$ 20.00	\$ 25.00
Latex Paint	\$ 4.00	\$ 5.00

With the new mattress ban in effect the cost has risen to dispose of them. This is why the proposed increase appears substantial, however, it compares with other municipalities.

These adjustments in fees will help increase the revenue for the Transfer Station by approximately \$27,000 total for the year.

Encl: FY24 TS Rate Chart
Surrounding Town Comparative Data (FY23)

To: Honorable Board of Selectmen

From: Daniel F. Nason, DPW Director

RE: Transfer Station

Date: May 5, 2023

The below chart shows the historical rate for the Transfer Station Stickers. It is recommended to increase the FY24 rates

Fiscal Year	First Sticker	Waiver/Prorated		Recycling		Small Bag/Large Bags		
		Waiver/Prorated Second Sticker	second sticker	Recycling	Second Sticker	Small Bag	Large Bags	
2006	\$125.00	\$62.50	\$10.00	\$5.00				
2007	\$125.00	\$62.50	\$10.00	\$5.00			\$5.00	\$10.00
2008	\$125.00	\$62.50	\$10.00	\$5.00			\$5.00	\$10.00
2009	\$125.00	\$62.50	\$10.00	\$5.00			\$5.00	\$10.00
2010	\$125.00	\$62.50	\$10.00	\$5.00	\$25.00	\$20.00	\$5.00	\$10.00
2011	\$155.00	\$77.50	\$20.00	\$10.00	\$25.00	\$20.00	\$5.00	\$10.00
2012	\$155.00	\$77.50	\$20.00	\$10.00	\$25.00	\$20.00	\$5.00	\$10.00
2013	\$155.00	\$77.50	\$20.00	\$10.00	\$25.00	\$20.00	\$5.00	\$10.00
2014	\$155.00	\$77.50	\$20.00	\$10.00	\$25.00	\$20.00	\$5.00	\$10.00
2015	\$155.00	\$77.50	\$20.00	\$10.00	\$25.00	\$20.00	\$5.00	\$10.00
2016	\$155.00	\$77.50	\$20.00	\$10.00	\$25.00	\$20.00	\$5.00	\$10.00
2017	\$155.00	\$77.50	\$20.00	\$10.00	\$25.00	\$20.00	\$5.00	\$10.00
2018	\$170.00	\$85.00	\$20.00	\$10.00	\$30.00	\$25.00	\$6.00	\$12.00
2019	\$170.00	\$85.00	\$20.00	\$10.00	\$30.00	\$25.00	\$6.00	\$12.00
2020	\$170.00	\$85.00	\$20.00	\$10.00	\$30.00	\$25.00	\$6.00	\$12.00
2021	\$170.00	\$85.00	\$20.00	\$10.00	\$30.00	\$25.00	\$6.00	\$12.00
2022	\$170.00	\$85.00	\$20.00	\$10.00	\$30.00	\$25.00	\$6.00	\$12.00
2023	\$170.00	\$85.00	\$20.00	\$10.00	\$30.00	\$25.00	\$6.00	\$12.00
Proposed 2024	\$180.00	\$90.00	\$25.00	\$15.00	\$35.00	\$30.00	\$6.50	\$13.00
Percent change	5.9%	5.9%	25.0%	50.0%	16.7%	20.0%	8.3%	8.3%

Attachment 4.b: TS FY24 Rate Chart for SB (5874 : Request for Transfer Station fee increase FY24)

Bags are sold in packages of 5.

The current retained earnings are \$185,489.00 just waiting on new number from Dennis

For informational purposes in FY23

First sticker	863
Waiver or prorated 1st Stkr	78
Second sticker	292
Waiver or prorated second	25
Recycle Stickers	748
Recycle 2nd Stickers	56

Sudbury Transfer Station Permit Fees

	Sudbury Current	Sudbury Proposed	% Increase	Projected Increase	Acton	Concord	Lexington	Wayland	Framingham	Maynard
Tires (truck tires stay at \$10)	\$ 2.00	\$ 7.00	250%	\$ 2,000.00	\$10.00 landfill		Curbside	\$5 car, \$10 truck	\$2.00	\$18-\$23
Bulky Pickup charges	\$ 32.00	\$ 32.00	0%		\$15.00 capped		Pick-up	\$20.00	\$12.00	\$23.00
Mattress Service Fees	\$ 16.00	\$ 50.00	213%	\$ 4,300.00	\$40.00			\$50.00	\$20.00	\$40.00
Carpet Service Fee	\$ 32.00	\$ 32.00	0%		\$20.00 They use		EL Harvey	\$10 - 5' limit	\$25.00	\$23.00
TV & Computer Monitors - CRT	\$ 20.00	\$ 25.00	25%	\$ 1,000.00	\$25.00 Waste			\$25-\$45	\$15.00	\$28.00
Freon Revenue	\$ 20.00	\$ 25.00	25%	\$ 700.00	\$25.00 Mgmt			\$25.00	\$15.00	\$35.00
Latex Paint	\$ 4.00	\$ 5.00	25%	\$ 250.00				\$0.00	\$0.00	
Full Sticker (1st Sticker)	\$ 170.00	\$ 180.00	6%	\$ 8,600.00	\$100.00			\$165.00	\$20.00	no fee
Full Sticker (2nd Sticker)	\$ 20.00	\$ 25.00	25%	\$ 1,500.00	\$15.00			\$35.00		no fee
Recycle Sticker (1st Veh)	\$ 30.00	\$ 35.00	17%	\$ 3,750.00	\$15.00				\$50 for busine	no fee
Recycle Sticker (2nd Veh)	\$ 25.00	\$ 30.00	20%	\$ -						no fee
15 Gallon Bags per 5 Pk to resident	\$ 6.00	\$ 6.50	8%		\$4.00			\$5.00		\$10.00
30 Gallon Bags per 5 Pk to resident	\$ 12.00	\$ 13.00	8%		\$7.50			\$12.50		\$20.00
15 Gallon Bags - Case (50 Bags)	\$ 300.00	\$ 325.00	8%	\$ 1,600.00						
30 Gallon Bags - Case (50 Bags)	\$ 600.00	\$ 650.00	8%	\$ 3,400.00						
TOTAL POTENTIAL REVENUE INCREASE				\$ 27,100.00						



SUDBURY SELECT BOARD
Tuesday, May 16, 2023

MISCELLANEOUS (UNTIMED)

5: Request to modify Camp Sewataro swim program

REQUESTOR SECTION

Date of request:

Requestor: Chair Russo

Formal Title: Discussion on Camp Sewataro and Town Manager joint recommendation to modify the swim program for 2023.

Recommendations/Suggested Motion/Vote:

Background Information:

Financial impact expected:

Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

Select Board Office Pending

Town Manager's Office Pending

Town Counsel Pending

Select Board Pending

Select Board Pending

05/16/2023 7:00 PM



SUDBURY SELECT BOARD
Tuesday, May 16, 2023

MISCELLANEOUS (UNTIMED)

6: Transportation committee reauthorization

REQUESTOR SECTION

Date of request:

Requested by: Patty Golden

Formal Title: Discussion on Transportation Committee reauthorization.

Recommendations/Suggested Motion/Vote:

Background Information:
attached current mission statement

Financial impact expected:

Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

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

05/16/2023 7:00 PM



SUDBURY TRANSPORTATION COMMITTEE

Voted to establish by the Sudbury Board of Selectmen April 10, 2018

Updated October 30, 2018

Updated October 24, 2019

Updated July 21, 2021

Updated May 31, 2022

Mission Statement

The Sudbury Transportation Committee was created by the Selectmen to address a key feature of livable communities: transportation. A livable community is defined as

...one that is safe and secure, has affordable and appropriate housing and transportation options, and offers supportive community features and services. ...Well-designed, livable communities promote health and sustain economic growth, and they make for happier, healthier residents — of all ages (<http://www.aarp.org/livable-communities/net-work-age-friendly-communities/info-2014/an-introduction.html>).

With the exception of specialized transportation provided by the Council on Aging, Sudbury is currently car-dependent, putting a number of residents at risk of isolation, loss of work, inability to access medical care, etc. There is no public transportation within town boundaries; parking space for commuter rail in adjoining towns is limited; and, there are few pedestrian-friendly routes from residences to likely destinations (e.g., town buildings, library, houses of worship, etc.).

Thus, the purpose of the Transportation Committee includes the following:

- To undertake specific assessments/studies of transportation and evaluate pilot experiments, both locally and regionally, at the direction of the Town Manager or their designee
- To consider all functional elements of transportation: public, specialized, traffic congestion, paths and walkways (as distinct from recreational facilities) for all residents—inclusive of but not solely focused on senior residents and residents with disabilities
- To review published assessments/studies to inform the Select Board, Town Manager, and relevant offices and departments (e.g., the Traffic Safety Coordinating Committee) regarding, especially, opportunities to expand transportation options
- To advise the Select Board, Town Manager and other town entities about the transportation implications of both residential and business development.
- To consider the sustained attractiveness of the town for businesses and residents and contribute to the environmental goals defined by the Energy and Sustainability Green Ribbon Committee in any recommendations.
- To accomplish other transportation-related tasks requested by the Select Board.

- To advise the Town Manager how to transition the duties of the Transportation Committee to Town staff or other elected or appointed bodies.

The Transportation Committee will take a proactive role in addressing transportation challenges affecting the town and may establish *pro tem* subcommittees as needed and approved by the Board.

The Select Board will review the contributions of the Transportation Committee prior to May 31, 2023 to assess how the Committee has fulfilled its role and to decide whether this structure should be continued until spring of 2024. It is envisioned that the Committee's purpose and tasks will become part of the responsibilities of town departments or bodies at some future date. The Transportation Committee, in cooperation with the Town Manager or their designee, will provide recommendations on how to integrate these responsibilities within Town Government.

Membership and Structure

The Transportation Committee consists of a small group of Core and a larger roster of Advisory members. Core members are voting members and must be available and willing to attend the majority of scheduled meetings. They may draw upon the expertise of advisory members, who will be requested to attend meetings and/or discuss topics for which their expertise is needed. The Core group will elect a Chair and a Clerk from among these members. The Chair will run meetings, be the designated communications link with the Town Manager and other Town staff, and schedule committee meetings. The Clerk will ensure that full minutes and a list of members in attendance are kept of each meeting and promptly submitted to the Core for approval, filing with the Town Clerk, posting to the Town's website, and disseminating to the Advisory membership within 15 days of the meeting.

Quorum consists of a majority of serving Core members.

Recommended roles and individuals for membership are listed in the table, below.

Compliance With State and Local Laws and Town Policies

The Transportation Committee is responsible for conducting its activities in a manner which is in compliance with all relevant state and local laws and regulations, including but not limited to the Open Meeting Law, Public Records Law, and Conflict of Interest Law, as well as all Town policies which affect committee membership. In particular, all appointments are subject to the following:

The Code of Conduct for Select Board-Appointed Committee. A resident or employee who accepts appointment to a Town committee by the Select Board agrees that s/he will follow this code of conduct.

The Town's Email Communication for Committee Members Policy. Anyone appointed to serve on a Town committee by the Select Board agrees that s/he will use email communication in strict compliance with the Town of Sudbury's email policy, and further understands that any use of email communication outside of this policy can be considered grounds for removal from the Committee by the Select Board.

Use of the Town's Website. The Committee will keep minutes of all meetings and post them on the Town's website. The Committee will post notice of meetings on the Town's website as well as at the Town Clerk's Office.

Sudbury Transportation Committee: Recommended Examples (updated May 31, 2022)

CORE GROUP

Representation	Individual	Contributions
Select Board	Dan Carty	Liaison for Select Board; industrial engineering/operations research and economics; CQI
Council on Aging	Robert Lieberman	One of key stakeholders for extended transportation services
Town Planner	Adam Duchesneau	Link to regional (e.g., Minuteman Advisory Group on Interlocal Co-ordination), state, and local agencies involved in land use and transportation
Commission on Disability	Kay Bell	Link to residents with disabilities to provide perspective of transportation options
Metrowest Regional Transit Authority (MWRTA)	Debra Galloway	Director Sudbury Sr. Center; liaison with MetroWest Regional Transit Authority; co-liaison Cross Town Connect (CTC); senior/disabled transportation
Sudbury AARP Age-Friendly/Livable Communities Ambassador (Town Manager Appointee)	Alice Sapienza	Harvard MBA, DBA

ADVISORY GROUP (To be expanded as Needed)

Public Safety	Police (Chief Nix)	Impact of transportation options on and/or by Sudbury Public Safety
Department of Public Works	Dan Nason	Responsible for infrastructure elements related to all modes of transportation
Chamber of Commerce	Martha Welsh	Business needs for employment transit; impact of transportation options on retail sales, etc.
Board of Health	Bethany Hadvab	Town Social Worker; link to residents in most need of transportation services

Planning Department, CrossTown Connect (CTC)	Beth Suedmeyer	Sudbury Planning Department; co-liaison Cross Town Connect (CTC)
Sudbury Public Schools	TBD; to be assigned by SPS School Committee Ad Hoc/as needed	Liaison for Sudbury Public School Committee
Lincoln-Sudbury Regional High School	Mary Warzynski	Liaison for Lincoln-Sudbury Regional High School (LSRHS) School Committee
State Representative	Carmine Gentile	Link to state, regional (e.g., MWRTA, and local agencies in-volved in transportation
Clergy Association	Rotating individuals (leaders of town faith communities)	Transportation identified by this group as a major need
Citizen(s)	TBD	various



SUDBURY SELECT BOARD
Tuesday, May 16, 2023

MISCELLANEOUS (UNTIMED)

7: Appointment Policy discussion

REQUESTOR SECTION

Date of request:

Requestor: Chair Russo

Formal Title: Appointment Policy discussion.

Recommendations/Suggested Motion/Vote:

Background Information:

Financial impact expected:

Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

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

05/16/2023 7:00 PM

Appointment Policy

(Amended 5/10/76, 8/23/99, 03/16/21, 06/29/21, 04/26/22, 08/09/22)

For positions appointed by the Select Board and the Town Manager

1. The expiration date for appointments is May 31st, or until their successors are appointed and qualified, with the exception of the following:
 - a. Historic Districts Commission, which, under G.L. Ch. 40C, expire January 1st.
 - b. Election Officers are appointed annually between July 15th and August 15th, in accordance with G.L. Ch. 54, s.12.
 - c. Sudbury Cultural Council appointments may expire at varying times, depending upon date of appointment.
2. The Town Manager shall:
 - a. Present, at the first regular meeting following Town Election, a list of appointments to be made or approved by the Board.
 - b. Notify incumbents and request their statements of interest in reappointment.
 - c. Notify the public, well in advance of the expiration of an appointed position's term, of the opportunity to apply for the positions.
 - d. Advertise open positions to the public for at least thirty days.
 - e. Actively seek volunteers for boards and committees.
 - f. Provide Chairpersons of boards and committees with names of candidates and request recommendations from pertinent boards or committees to fill vacancies.
 - g. Request recommendations from the chairpersons of the appropriate boards or committees for reappointments or filling of vacancies.
 - h. Notify the Select Board in advance of intended Town Manager appointments (at least one week before Select Board approval).
3. Interviews for potential appointees.
 - a. All potential appointees and re-appointees must apply.
 - b. Copies of applications shall be provided to the Select Board and chairpersons of respective board or committee prior to interview.
 - c. The Select Board should seek and acknowledge recommendations from the respective board or committee prior to interview.
 - d. The Select Board shall interview in open meeting the candidates for boards and committees which they appoint and may interview appointees by the Town Manager at its discretion.
 - e. As permitted by the Chair, the public, and any others that the Select Board wishes to include may attend the interviews and ask questions.
 - f. The Select board shall vote on all appointments.
 - g. Appointments should be based on merit and qualifications.
 - h. Whenever possible, the Board will seek to appoint members from varied backgrounds and fields of expertise to reflect the diversity of the community.
 - i. All appointee candidate applications shall be acknowledged.
4. Annual appointments shall be completed as soon as possible.
5. Existing members with expired terms may remain in their roles until positions are filled.
6. Updated lists of members will be maintained by the Town Manager's office.
7. Retiring members will receive letters of thanks from the Town for their service.
8. The Town retains the right to rescind appointments if deemed necessary.



SUDBURY SELECT BOARD
Tuesday, May 16, 2023

MISCELLANEOUS (UNTIMED)

8: Review of Town Manager onboarding process

REQUESTOR SECTION

Date of request:

Requested by: Patty Golden

Formal Title: Select Board and Town Manager review of the Town Manager onboarding process and discussion of priorities.

Recommendations/Suggested Motion/Vote: Select Board and Town Manager review of the Town Manager onboarding process and discussion of priorities.

Background Information:

Financial impact expected:

Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

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

05/16/2023 7:00 PM

Manager's start date, to a 401A or 457 plan selected by the Town Manager amongst the providers available from the Town.

- D. **Vacation:** Effective July 1, 2023, the Town Manager shall be entitled to twenty-five (25) days of vacation each fiscal year, to be prorated in any year in which the Town Manager works less than twelve months. Unused earned vacation may be carried over subject to a maximum accrual carry-over of twenty (20) days.
- E. **Sick Leave, Personal Leave and Bereavement Leave:** Effective start date the Town Manager shall be entitled annually to: 1) personal days consistent with town policies 2) sick leave and bereavement leave in accordance with the Town of Sudbury Employee Handbook, all to be prorated in any fiscal year in which the Town Manager works less than twelve months. Upon the first day of employment under this Agreement, the Town Manager shall also be credited with his first year's worth of twelve (12) days sick leave in his sick leave account.
- F. **General Benefits:** In addition, the Town Manager shall be entitled to such other benefits generally provided to Town non-union department heads, subject to this Agreement.
- G. **Holidays:** The Town Manager shall be entitled the same Holidays as other Town non-union employees, which is currently thirteen (13).

SECTION VII: GOALS & OBJECTIVES

- A. The Board shall annually review and evaluate the Town Manager's accomplishment of the goals and objectives discussed below. This review and evaluation shall be in accordance with specific criteria developed jointly from time to time by the Board and the Town Manager.
- B. In the first year of this agreement, the Town Manager and Select Board agree to meet within ninety (90) days to review the onboarding process and discuss priorities.
- C. The first annual review will occur after one year of employment. This review and evaluation shall include a "360 degree assessment" with solicited subjective feedback from one of the Town's School Superintendents and at least four direct reports of the Town Manager chosen randomly in a process conducted by the Town Manager and Select Board. Any costs associated with implementing the "360 degree" assessment shall be borne by the Town. Further, the Town Manager will provide a written assessment of his goals and performance as part of the Board's consideration. The Chair of the Board or their designee shall provide the Town Manager with a written statement of the findings of the Board and provide an adequate opportunity for the Town Manager to discuss his evaluation, and the results of the "360 degree" assessment with the Board. The "360 degree assessment" will occur with each annual review thereafter.
- D. Annually, the Board and the Town Manager shall define such goals and performance objectives, which they determine necessary for the proper operation of the Town and the attainment of the Board's policy objectives, and shall further establish a relative priority among the various goals and objectives, and said goals and objectives shall be reduced to writing. The goals and performance objectives shall generally be attainable within the time limits specified, within the annual operating and capital budgets and appropriations provided by the Town and within existing circumstances and external conditions affecting the Town. The goals and performance objectives may or may not coincide with the broader goals set by the Select Board for themselves and the Town.

SECTION VIII: EXPENSES

- A. **Automobile Expenses:** The Town Manager shall be provided with an annual vehicle allowance of \$7,000 paid in bi-weekly installments. This allowance shall provide for all necessary travel mileage, tolls, and related costs. Reimbursement for work-related parking costs shall be paid upon submittal of receipts by the Manager.



SUDBURY SELECT BOARD
Tuesday, May 16, 2023

MISCELLANEOUS (UNTIMED)
9: Discuss OML complaint of 4/28/23

REQUESTOR SECTION

Date of request:

Requested by: Patty Golden

Formal Title: Acknowledge and discuss Open Meeting Law complaint against Select Board members dated April 28, 2023, filed by resident Manish Sharma; and review and discuss responses to complaint.

Recommendations/Suggested Motion/Vote: Acknowledge and discuss Open Meeting Law complaint against Select Board members dated April 28, 2023, filed by resident Manish Sharma; and review and discuss responses to complaint.

Background Information:
attached

Financial impact expected:

Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

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

05/16/2023 7:00 PM



The Commonwealth of Massachusetts
 Office of the Attorney General
 One Ashburton Place
 Boston, Massachusetts 02108

OPEN MEETING LAW COMPLAINT FORM

Instructions for completing the Open Meeting Law Complaint Form

The Attorney General's Division of Open Government interprets and enforces the Open Meeting Law, Chapter 30A of the Massachusetts General Laws, Sections 18-25. Below is the procedure for filing and responding to an Open Meeting Law complaint.

Instructions for filing a complaint:

- o Fill out the attached two-page form completely and sign it. File the complaint with the public body within 30 days of the alleged violation. If the violation was not reasonably discoverable at the time it occurred, you must file the complaint within 30 days of the date the violation was reasonably discoverable. A violation that occurs during an open session of a meeting is reasonably discoverable on the date of the meeting.
- o To file the complaint:
 - o For a local or municipal public body, you must submit a copy of the complaint to the chair of the public body **AND** to the municipal clerk.
 - o For all other public bodies, you must submit a copy of the complaint to the chair of the public body.
 - o Complaints may be filed by mail, email, or by hand. Please retain a copy for your records.
- o If the public body does not respond within 14 business days and does not request an extension to respond, contact the Division for further assistance.

Instructions for a public body that receives a complaint:

- o The chair must disseminate the complaint to the members of the public body.
- o The public body must meet to review the complaint within 14 business days (usually 20-22 calendar days).
- o After review, but within 14 business days, the public body must respond to the complaint in writing and must send the complainant a response and a description of any action the public body has taken to address it. At the same time, the body must send the Attorney General a copy of the response. The public body may delegate this responsibility to its counsel or a staff member, but only after it has met to review the complaint.
- o If a public body requires more time to review the complaint and respond, it may request an extension of time for good cause by contacting the Division of Open Government.

Once the public body has responded to the complaint:

- o If you are not satisfied with that the public body's response to your complaint, you may file a copy of the complaint with the Division by mail, e-mail, or by hand, but only once you have waited for 30 days after filing the complaint with the public body.
- o When you file your complaint with the Division, please include the complaint form and all documentation relevant to the alleged violation. You may wish to attach a cover letter explaining why the public body's response does not adequately address your complaint.
- o The Division will not review complaints filed with us more than 90 days after the violation, unless we granted an extension to the public body or you can demonstrate good cause for the delay.

If you have questions concerning the Open Meeting Law complaint process, we encourage you to contact the Division of Open Government by phone at (617) 963-2540 or by e-mail at openmeeting@state.ma.us.



OPEN MEETING LAW COMPLAINT FORM

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

Please note that all fields are required unless otherwise noted.

Your Contact Information:

First Name: Manish Last Name: Sharma

Address: 77 Colonial Road

City: Sudbury State: MA Zip Code: 01776

Phone Number: 3028988773 Ext. _____

Email: mseatac@hotmail.com

Organization or Media Affiliation (if any): _____

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

(For statistical purposes only)

Individual Organization Media

Public Body that is the subject of this complaint:

City/Town County Regional/District State

Name of Public Body (including city/town, county or region, if applicable): Charlie Russo, Janie Dretler, Jennifer Roberts, Lisa Kouchakdjian, Dan Carty & Renee Davis CPA (partner @ James & Sullivan)

Specific person(s), if any, you allege committed the violation: Sudbury Select Board

Date of alleged violation: 04/25/2023

Attachment9.a: oml42523Report (5852 : Discuss OML complaint of 4/28/23)

Description of alleged violation:

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

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

1) The CPA did not provide her License Credentials for the Audit that she was walking the Sudbury taxpayers through with her presentation. As per her (Miss Davis) assertion, that the yellow card Audit (initiated in 2018) was not fully mapped with the current 2023 standard. The other fact missed out was that the Select Board did not request the CPA to mention if at all she (Miss Davis) had undergone any/all new Continuing Education.

2) The Town of Sudbury Policy and Procedure's guide book has not been updated since 2013. So if there have been any/all new updates done within MGL law, there's not reflection and mapping of the mood points that would help the outside firm (James & Sullivan) to show that the director of Finance Mr. Dennis Keohane has followed up with the right accounting standards.

3) The Yellow card Audit standards did have a lot of misrepresentation in the Accounting facts. The Revenue stream for new car purchases was down. The Sale of Houses in Sudbury was low overall as there is less inventory in the market. So the comparable opinion would show a decrease in revenues does add the burden on the Sudbury Taxpayers.

4) Most Businesses in Sudbury including restaurants do not have a choke safe certification on file for a minimum of two employees. This showcases that the town Health Inspector did not factor the \$250 that was not brought in as revenues. This dip in revenues does add an extra burden for all the taxpayers in our Zip code. This action should lead to a shortage of services in the town services. However, the town's Select Board members do not pay attention to skill set, rather they keep adding on more employees.

5) The CPA (Miss Davis's) oversight also showcased that there was no internal control on the town employees Retirement funding account. The policy for retirement should be set by the Select Board as each of the individual portfolios was taking a hit with the Inflation aspect as per the current economic cycle. The amounts were being used or not used by Hedge Fund Companies, that clarity was not mentioned. The Sudbury Select Board has never taken the route to first set the expectation of the retire amount setting (i.e. conservative approach, risky approach) that is matched by the town's taxpayers. Had this step been applied the Retirement portfolio's would not be subject to taking a reduction as in going down to a comparable of a .25 to a \$1.00.

6) The retention of KP law states that there is no interest in looking into other outside Competitive Municipal Law firms and that the Monopoly viewpoint is also costing the taxpayers a lot of money. The Sudbury Select Board cannot trust another Municipal Law firm to work better than KP law. Fact is Counsel Lee of KP Law did not provide in his opinion to the taxpayers as to why the route of the US Census Bureau link can't be adopted as a verification link to the make sure that the Business revenues are not being short changed in the yearly application renewals.

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

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

Please update the Policy and Procedure book yearly. Next, also make the Select Board Members foot any/all amount of the OML violations that each of them has incurred on a case by case basis. Mr. Russo as a chair seems to filter all of the questions and despite not having a CPA certification does manipulate each of the respectful questions from taxpayers. This bias needs to stop and Independance thinking has to be showed. Federal Funding needs to be brought to the town yearly.

Review, sign, and submit your complaint

I. Disclosure of Your Complaint.

Public Record. Under most circumstances, your complaint, and any documents submitted with your complaint, is considered a public record and will be available to any member of the public upon request.

Publication to Website. As part of the Open Data Initiative, the AGO will publish to its website certain information regarding your complaint, including your name and the name of the public body. The AGO will not publish your contact information.

II. Consulting With a Private Attorney.

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

III. Submit Your Complaint to the Public Body.

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

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

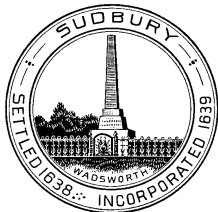
04/28/23

Signed: Manish Sharma

Date: _____

For Use By Public Body
Date Received by Public Body:

For Use By AGO
Date Received by AGO:



Town of Sudbury

Select Board
www.sudbury.ma.us/selectboard

Flynn Building
 278 Old Sudbury Rd
 Sudbury, MA 01776-1843
 978-639-3381
 Fax: 978-443-0756
 Email: selectboard@sudbury.ma.us

May 16, 2023

Carrie Benedon, Esq. (openmeeting@state.ma.us)
 Director, Division of Open Government
 Office of the Attorney General
 One Ashburton Place
 Boston, MA 02108

RE Town of Sudbury – Select Board
 Open Meeting Law Complaint from Manish Sharma, Received April 28, 2023

Dear Attorney Benedon:

The Sudbury Select Board received an Open Meeting Law complaint on April 28, 2023 from Mr. Manish Sharma, a copy of which is enclosed. The complaint purportedly concerns violations at the Board's April 25, 2023 meeting, which was conducted as a virtual meeting on Zoom. The Board reviewed this complaint at its meeting of May 16, 2023 and voted 5-0 to approve this response.

The complaint fails to cite any violation of the Open Meeting Law and the Board denies that any violation occurred at the subject meeting.

Very truly yours,

SUDBURY SELECT BOARD

 Charles G. Russo, Chair

 Janie W. Dretler, Vice Chair

 Jennifer S. Roberts

 Daniel E. Carty

 Lisa V. Kouchakdjian

Enc.

Cc: Town Counsel (LSmith@k-plaw.com)
 Manish Sharma (mseatac@hotmail.com)

Attachment 9.b: Response to Sharma OML 2023-04-28 (5852 : Discuss OML complaint of 4/28/23)



SUDBURY SELECT BOARD
Tuesday, May 16, 2023

MISCELLANEOUS (UNTIMED)

10: Vocational education discussion

REQUESTOR SECTION

Date of request:

Requested by: Patty Golden

Formal Title: Vocational education discussion

Recommendations/Suggested Motion/Vote:

Background Information:

Financial impact expected:

Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

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

05/16/2023 7:00 PM

NASHOBA VALLEY

TECHNICAL SCHOOL DISTRICT

A Skills Focused Public High School

100 Littleton Road · Westford, Massachusetts · 01886
 Phone: 978.692.4711 · Fax: 978.392.0570 · nashobatech.net
 Dr. Denise P. Pigeon, Superintendent

April 27, 2023

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

Dear Sudbury Select Board Members,

This letter is in response to an April 6, 2023 email sent by Lisa Kouchakdjian to my attention inquiring about the possibility of the Town of Sudbury becoming a member of the Nashoba Valley Technical High School (NVTHS) Regional School District.

As noted in the letter sent to the Sudbury Select Board on January 27, 2023, in order to thoughtfully address the inquiries we have received (including Sudbury's), the School Committee formed a Membership Exploration Study Committee on February 7, 2023. Its purpose is to review enrollment data, trends, and future projections for both current member towns and other interested towns, as well as reviewing campus and Chapter 74 technical program capacity. The Study Committee has been meeting but has not yet completed the process.

Thank you for reaching out to check in. After the Study Committee completes its review, findings will be shared with the full committee for its consideration. Also, as noted in the letter dated January 27, 2023, if you have town and Chapter 74 historical enrollment information you wish to share with the Study Committee, please send it to my attention. After its review, the Study Committee will share its findings with the full School Committee for its consideration of next steps.

I will follow up with you further after the Study Committee completes its work and shares it with the full NVTHS School Committee. Thank you again for your interest in Nashoba Valley Technical High School.

Sincerely,

Charlie Ellis

Charlie Ellis
 School Committee Chairman
 Nashoba Valley Technical School District



SUDBURY SELECT BOARD

Tuesday, May 16, 2023

MISCELLANEOUS (UNTIMED)

11: Vote select board chair and vice chair

REQUESTOR SECTION

Date of request:

Requestor: Chair Russo

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

Recommendations/Suggested Motion/Vote: Vote to elect a new Chair and Vice-chair and reappoint Town Manager Andrew Sheehan as Clerk to the Select Board. This will take effect at the close of tonight's meeting.

Background Information:

Financial impact expected:

Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

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

05/16/2023 7:00 PM



SUDBURY SELECT BOARD
Tuesday, May 16, 2023

MISCELLANEOUS (UNTIMED)

12: Minutes Review

REQUESTOR SECTION

Date of request:

Requestor: Chair Russo

Formal Title: Vote to review and possibly approve the open session minutes of 10/24/22, 11/12/22 and 11/15/22.

Recommendations/Suggested Motion/Vote: Vote to review and possibly approve the open session minutes of 10/24/22, 11/12/22, and 11/15/22.

Background Information:
attached drafts

Financial impact expected:

Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

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

05/16/2023 7:00 PM

SUDBURY SELECT BOARD
 MONDAY, OCTOBER 24, 2022
 ANNUAL SELECT BOARD GOAL SETTING DISCUSSION

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

Present: Chair Charles Russo, Vice-Chair Janie Dretler, Select Board Member Daniel Carty, Select Board Member Lisa Kouchakdjian, Select Board Member Jennifer Roberts, Interim Town Manager Maryanne Bilodeau.

Town Senior Staff /Department Heads Present: Planning & Community Development Director Adam Duchesneau, Combined Facilities Director Sandra Duran, Senior Center Director Debra Galloway, Finance Director Dennis Keohane, Health Director William Murphy, DPW Director Dan Nason, Police Chief Scott Nix, Fire Chief John Whalen

Also Present: Mel Kleckner, Moderator – UMass Collins Center for Public Management

The statutory requirements as to notice having been compiled with, the meeting was convened at 8:33 AM via Zoom telecommunication mode.

Chair Russo announced the recording of the meeting and other procedural aspects included in the meeting. Select Board roll call: Kouchakdjian-present, Carty-present, Dretler-present, Roberts-present, Russo-present

Public Comments on items not on agenda

None

Annual Select Board Goal Setting discussion with Town senior staff

Welcome and Introductions

Mr. Kleckner introduced himself, adding that he had been the Town Manager in Brookline for 41 years before joining the UMass team. Mr. Kleckner shared the “Town of Sudbury Select Board Annual Goal Setting Session” Power Point presentation.

Review of Mission/Values Statements/Priority Goal Categories

Mr. Kleckner asked each Board Member why they joined the Select Board.

Chair Russo stated his children and the future of Sudbury were his primary incentives in joining the Select Board.

Vice-Chair Dretler stated the primary reason behind why she joined the Board was to provide as much information to Sudbury residents, in order to make the best decisions, with a focus on transparency.

Board Member Roberts confirmed that public service was very important in her Town, including good financial management, infrastructure advancements (currently the Fairbank Community Center and the Town extension of the Bruce Freeman Rail Trail) and efforts to promote sustainability and fighting climate change.

Board Member Carty stressed that the important areas concerning clean water, public safety, excellent schools, efficient Town government, and helping maintain “what makes Sudbury, Sudbury.”

Board Member Kouchakdjian stated as a former Sudbury School Committee Member, she strives to build inclusion in Sudbury Public Schools and the general population; inclusive of older residents and disabled residents. Her number one reason for joining the Select Board was to advance all areas of public safety in Town.

Discussion of SMART Goals

Mr. Kleckner spelled out the acronym SMART: S = specific, M = Measurable, A = Attainable, R = Relevant, T = Time Bound, and its importance to the goal process.

Board Member Carty commented time bound did not necessarily equal one year. Board Member Roberts was in agreement. Board Member Carty mentioned the differences between time goals and deliverables.

Interim Town Manager/Department Head Input

Mr. Duchesneau recommended two goals related to the BFRT Project -- the advancement/completion of BFRT project, and extending the BFRT further into Framingham. He also recommended there be a strong focus on the Transportation Program with emphasis on sustainable funding sources.

Ms. Duran stressed her continued support for the BFRT advancement/completion goal, and a Select Board vote to ensure funding for a related trail maintenance program in perpetuity would be beneficial. She also recommended that the Select Board support the emerging Sudbury Sustainability Program, including investment in renewable energy options (wind, solar and biofuel).

Ms. Galloway recommended the Select Board seriously consider age-friendly incentives, such as accessibility to Town buildings, transportation to necessary services, and advancements in the education related to dementia.

Mr. Murphy expressed the need for additional Medical Reserve Corp. (MRC) volunteers, as demonstrated during the pandemic. He hoped that the Board would consider the importance of such trained individuals.

Fire Chief Whalen echoed the comments made by Mr. Murphy regarding the shortage of MRC volunteers and other essential volunteers. He noted the new Town shelter space would require additional volunteers, and educating the community on safety communications/mechanisms was very much needed. Fire Chief Whalen stressed that keeping track of the Town's most vulnerable residents was essential.

Mr. Nason requested the Select Board goals include aspects of sustainability, the advancement of the Comprehensive Waste Water Management Plan (CWMP), which would also help with growth on the Rte. 20 Corridor in particular. Interim Town Manager Bilodeau mentioned that \$250,000 was recently awarded to help fund the CWMP initiative.

Police Chief Nix reiterated safety needs as brought forth by Chief Whalen and Ms. Galloway; he stressed additional attention must be demonstrated for the vulnerable populations in Town to include Sudbury youth.

Interim Town Manager Bilodeau emphasized the importance of transportation programs in Town for seniors, disabled residents, and other groups in Town. She stressed the need to advance the ADA initiatives.

Interim Town Manager Bilodeau mentioned recreating small cell communication incentives in areas of Sudbury, and the implementation of regulations. Ms. Bilodeau confirmed a Select Board Small Cell Communications Subcommittee had been formed in consideration of a Select Board sponsored article to be included on the upcoming Annual Town Meeting Warrant.

Identification of 2023 Goals

Advance to Construction Phase – Bruce Freeman Rail Trail – Evaluate consultant findings of Phase 3A-CSX/Rte. 20 to determine funding options, including consideration of the TIP Process. Engage with Rail Trail Committee and staff to understand ongoing maintenance costs

Vice-Chair Dretler confirmed the primary BFRT goal was accomplished, and now it was important to go forward include the CSX section (the quarter mile) - Phase 3A of the project. Board Members agreed, and hoped government funding could be considered.

Mr. Duchesneau detailed the topic of related CSX section funding would be better understood in December when the consultants provide results of additional related research.

Plan and support remaining ARPA Funding, including a process to track and reallocate existing funding

Chair Russo confirmed that most of the ARPA funding had been allocated. He hoped that some contingency funding might be realized by the Town. He mentioned increased fuel/heating costs, additional health department considerations, and other trends. Board Member Roberts mentioned the ARPA deadlines, and mentioned that much of the funds had not yet been spent, and monitoring of ARPA funding was necessary. Vice-Chair Dretler recommended a quarterly ARPA update.

Evaluate current state and future best use of Sewataro

Chair Russo stated the signed 5-year Sewataro contract was a milestone, and Sewataro financials continue to be monitored; reporting compliance/additions being part of the contract. Board Member Roberts mentioned the use study; the importance of results from the Open Space and Recreation Plan study. Vice-Chair Dretler advocated for a full-use studies be presented before 2025.

Refine issues/research/make decisions regarding LS Regional and Assessment Process/Vocational Education Access

Board Member Kouchakdjian stated that the Town was seeking to become a member of a vocational school community again. She confirmed that she has been investigating various vocational school options.

Related Board discussion took place.

Chair Russo indicated the topics of LSRHS decisions and vocational education should be regarded as two separate topics, and the Board needed guidance from experts. Both Board Members Roberts and Carty recommended the two topics not be separated.

Sustainability and Climate Change Initiatives

Board Member Roberts mentioned the Select Board had voted to advance the Sustainability and Climate Change Initiatives by signing a Climate Emergency Declaration, supporting sustainability measures as a multi-year goal, and would have a Sudbury Sustainability Director in place.

Expand (Normalize) and Fund Transportation Option especially for vulnerable populations. Determine funding stability and regional options

Board Member Carty confirmed that related funding was voted at 2022 Annual Town Meeting. He noted that associated goals are still in process, getting closer to transportation Master Plan directives. Board Member Carty mentioned the possibility of a regional transportation plan, and a five-year plan is being presented to the Board.

Space needs assessment for staff

Board Member Kouchakdjian mentioned that the new Town Manager should be considering such space needs. Vice-Chair Dretler was in agreement. Interim Town Manager Bilodeau opined that this discussed goal was more of a Town Manager goal and the Select Board could support such a goal.

Hiring a new Town Manager who gets onboard prior to 2023 Annual Town Meeting

Chair Russo mentioned the hiring of a new Town Manager, and acknowledged that critical processes must be addressed before a Town Manager employment agreement is signed. He stated there are several large capital projects in Sudbury at this time, and strong leadership will aid in project completion.

Mr. Kleckner recommended Board Members prioritize six major goals. He recognized that prioritization of goals did not mean that other items were not being considered.

Identification of Possible 2023 Goals

Chair Russo suggested Board Members review the top ten Select Board goals, and also consider the six-some additional goals mentioned today. Board Member Roberts repeated the importance of the public health initiative goal.

Break

Chair Russo read in the words of the motion. Board Member Roberts moved in the words of the Chair. Board Member Kouchakdjian seconded the motion.

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

VOTED: To recess and reconvene at 11:30 AM.

The meeting resumed at 11:32 AM.

Ranking of 2023 Goals

After considerable discussion, Board Members listed primary Select Board goals (without ranking, necessarily) at this time.

Chair Russo asked if Board Members wanted to break to choose top Select Board goals on an individual basis.

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

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

VOTED: That Select Board Members break in order to individually choose and prioritize Select Board goals.

When Board Members resumed from break, top goals were identified:

- Advance to Construction Phase – Bruce Freeman Rail Trail – Evaluate consultant findings of Phase 3A-CSX/Rte 20 to determine funding options, including consideration of the TIP Process. Engage with Rail Trail Committee and staff to understand ongoing maintenance costs
- Plan and support remaining ARPA Funding, including a process to track and reallocate existing funding
- ADA Plan – Integrate Town-wide, including website, etc.
- Vocational Education Access
- Refine issues/research/make decisions regarding LS Regional Agreement
- Sustainability and Climate Change Initiatives
- Expand (Normalize) and Fund Transportation Option, especially for vulnerable populations. Determine funding stability and regional options

Board Members agreed to announce priority of goals at the next Board meeting.

Public Comment

Resident Manish Sharma, 77 Colonial Road, stated the Select Board conducted a great goal-setting session, and wanted to hear more regarding the Town Transportation program.

Adjourn

Chair Russo read in the words of the motion. Board Member Dretler moved in the words of the Chair. Board Member Kouchakdjian seconded the motion.

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

VOTED: To adjourn the Select Board Goal Setting Meeting.

There being no further business, the meeting adjourned at 12:17 PM

SUDBURY SELECT BOARD

SATURDAY, NOVEMBER 12, 2022

9:00 AM

TOWN HALL – LOWER LEVEL, 322 CONCORD ROAD

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

Present: Chair Charles Russo, Vice-Chair Janie Dretler, Select Board Member Daniel Carty, Select Board Member Lisa Kouchakdjian, Select Board Member Jennifer Roberts, Interim Town Manager Maryanne Bilodeau

Also Present: Bernard Lynch, Community Paradigm Associates, LLC; Town Manager Candidate Michael McCall, Town Manager Candidate Andrew Sheehan, Town Manager Candidate Gregory Johnson

The statutory requirements as to notice having been compiled with, the meeting was convened at 9:00 AM.

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

Call to Order/Roll Call

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

Opening Remarks by Chair

- Hoped everyone had a good Veterans Day; thanked all Veterans and reflected on the sacrifices they make
- Fun road race yesterday; Town Staff was most helpful
- Thanked Community Paradigm Associates and the Town Manager candidates present today
- Thanked all who made this in-person interview happen today

Reports from Interim Town Manager

- Thanked all Veterans and their families

Reports from Select Board

Vice-Chair Dretler

- Echoed Veterans Day comments, and thanked Veterans for their service

Board Member Roberts

- Thanked everyone for a successful Election Day this past week including election workers, staff, public safety officers, and voters
- Echoed Veterans Day comments, and thanked Veterans for their service
- Thanked the experienced Town Manager Candidates for coming out to meet with the Select Board today

Board Member Carty

- Thanked all Veterans, and thanked SudburyTV for being here as well on a Saturday

Board Member Kouchakdjian

- Echoed all comments made; she noted this was a special day for her as well, to be meeting as a Select Board Member in the impressive Town Hall
- Selecting a Town Manager is one of the most important jobs for a Select Board Member, and it is an honor to be representing the community
- Thanked Mr. Lynch and his colleagues at Community Paradigm Associates for all their work.

Public Comments on items not on Agenda

There were no public comments

Bernard Lynch of Community Paradigm Associates to provide brief opening remarks and introduction of Town Manager candidates

Mr. Lynch confirmed he had spoken to each Board Member during the past week regarding the interview questions being posed to the Town Manager candidates.

Interview Town Manager candidate Michael McCall

Mr. Lynch introduced candidate Michael McCall.

Career Overview & Interest in Sudbury

Q - Mr. Lynch asked Mr. McCall about his interest in the Town Manager position and why he thought he would be successful as the next Town Manager of Sudbury.

A - Mr. McCall briefly described his background as a Town Manager, noting that he had been a Select Board Member for nine years; and several times as chair. He stressed that his purpose was to be a good citizen, effective community leader, and a steward of the environment.

Leadership & Management Style

Q - Board Member Carty asked about the communities that Mr. McCall had worked in, and how they might compare to Sudbury.

A – Mr. McCall provided detail regarding similar positions in the communities of Westford, Chelmsford, and currently Southbridge. He indicated that the community of Westford was most like the community of Sudbury. Mr. McCall confirmed his status as attorney, and his role as Alternate to the Joint Labor-Management Committee (JLMC), where he assisted with negotiations, mediation/arbitration of collective bargaining disputes.

Q – Vice-Chair Dretler asked the candidate about his work with climate change and DEI.

A – Mr. McCall stated he had initiated the municipal vulnerability program with the Southbridge Planning Department, and was involved in green initiatives via the Green Communities Grant program. Addressing the DEI aspect, Mr. McCall detailed that after the COVID Great Resignation period, and had the responsibility of significant re-hiring in all departments. He noted that 40% of the Southbridge population is Spanish speaking and

reflects the values and customs within the community of Southbridge. He stressed that DEI means being fair and inclusive.

Q - Mr. Lynch inquired about Mr. McCall's leadership and management style.

A - Mr. McCall mentioned that his style is inclusive and comprehensive, with frequent staff/departmental meetings and he strongly encouraged an open-door policy.

Q - Board Member Roberts asked the candidate how he manages to provide leadership, while encouraging department heads to manage their various departments.

A - Mr. McCall stated he was not a micro-manager, and provided his staff with guidance and pathways to success.

Q - Mr. Lynch mentioned possible changes in Sudbury, as they may come up; and how Mr. McCall would proceed.

A - Mr. McCall confirmed he would be meeting with all staff in the first 90 days of assuming the Town Manager role.

Q - Chair Russo asked about departmental changes that Mr. McCall had made.

A - Mr. McCall provided related detail, including the topic of compliance issues, and modifications made during the great COVID Resignation period in the Town offices in Southbridge.

Q - Vice-Chair Dretler asked Mr. McCall about future improvements he might make in Southbridge, and what his style was with interacting with Council Members.

A - Mr. McCall stressed that he was in consent communications with the Council Members. His next steps would involve securing a payroll specialist and a dedicated economic professional.

Q - Board Member Carty asked how the candidate perceived his most important role as Town Manager.

A - Mr. McCall responded a good public leader, a good steward who takes responsibility.

Q - Board Member Kouchakdjian stressed the importance of the Select Board having a very strong relationship with the Town Manager. She stated she would likely want to meet with the Town Manager on a monthly basis. She stressed that the town Manager's success is the Select Board's success and the community's success.

A - Mr. McCall explained Town Council meetings mostly occur weekly, and the Thursday night before the council meeting, the Chair and Vice-Chair meet with him for an hour.

Communication & Collaboration

Q - Mr. Lynch mentioned the numerous volunteer committees/boards and Commissions in Sudbury, and asked about Mr. McCall's experience with working with such town groups.

A - Mr. McCall stated he often attends various meetings of such volunteer groups in Southbridge; he mentioned amendments to the Southbridge Historical Commission demolition delay bylaw. Mr. McCall mentioned it was important that he attend various group meetings in Southbridge.

Strategic Planning

Q - Chair Russo mentioned several major planning documents in the Town of Sudbury, including; The recently completed Master Plan, the Comprehensive Wastewater Management Plan, ADA Plan, the Open Space Plan. Chair Russo asked the candidate about how to prioritize attention given to each of these areas.

A - Mr. McCall responded that in several areas, coordination and integration of several plans could be considered. He noted that integration would also help to advance certain planning areas.

Q - Board Member Kouchakdjian asked Mr. McCall how various boards, committees and commissions in town could be involved in capital decisions.

A - Mr. McCall noted that the Southbridge Capital Budget was modified, and encouraged residents to be included in the capital decision making process, and to interact with department heads as well.

Financial Management

Q - Mr. Lynch asked for Mr. McCall's input regarding keeping a community financially stable and viable.

A - Mr. McCall responded that a community should not necessarily spend what they do not have. He confirmed that he spends a lot of time with the Financial Director, examining receipts, state aid, and what might be going on at any particular time. He stressed that the goal is to maintain services in the community.

Q - Vice-Chair Dretler asked if the Town of Southbridge had a Mission Statement and/or Select Board Goals, and how the candidate might he help advance those goals.

A - Mr. McCall answered that Southbridge did not have an official Mission Statement, and his vision was to bring the Town of Southbridge up to speed and define goals. He mentioned his involvement with new trails in Southbridge, his work with Southbridge Economic Development Coordinator with securing of funding in the areas of vocational education, climate initiatives, and DEI aspects. He stressed that the mission and goals of Sudbury aligned with his personal goals.

Q - Vice-Chair Dretler asked Mr. McCall what drew him to the Town Manager position in Sudbury.

A - Mr. McCall indicated that Sudbury would be the capstone of his career, and he would be very excited to help direct a climate change initiative. He added that his contributions as an attorney have been significant for the towns he has worked in.

Project Management

Q - Mr. Lynch mentioned the candidate's work on a rail trail, new fire station, and airport in Southbridge. He asked if Mr. McCall learned particular lessons regarding project management.

A - Mr. McCall responded that listening and communication were of prime importance when considering project management. He also stressed the importance of various management tools, such as the hands-on approach. He detailed various aspects of each of the projects he had been working on.

Q - Board Member Roberts spoke of debt exclusions and capital exclusions; and asked how could this problem be addressed in order to bring additional capital into the levy.

A - Mr. McCall suggested a policy to ensure that a certain amount of the yearly levy would go towards capital, and to direct some free cash to capital as well. He stressed the importance of public outreach/education when a project does require more than what might be available in the levy.

Q - Board Member Carty reiterated a comment by Mr. McCall regarding not spending funds that the municipality did not have, with perhaps planning the particular goal or project in phases.

A – Mr. McCall provided further explanation regarding a long-range planning strategy.

Land Use and Development

Q - Vice-Chair Dretler asked what Mr. McCall knew about the MBTA Communities Legislation.

A – Mr. McCall understood that Sudbury was considered an MBTA Community and had knowledge about the associated zoning requirement. He noted that Southbridge was not being considered, but his hometown of Chelmsford was certainly being considered. Mr. McCall added that as a member of both the Chelmsford Planning Board and Conservation Committee for many years, he understood the importance of the legislation and mandates associated with the MBTA Community legislation.

Q – Chair Russo confirmed there are currently large capital projects in Sudbury, and asked about maximization of use and possible revenue for Sudbury when the project was completed.

A – Mr. McCall exemplified the Southbridge airport runway project and its possible extension to accommodate larger airplanes. He reached out to Amazon about use of the airport. He stressed the importance of maximization of use and added revenue for the community.

Q - Board Member Kouchakdjian asked about Mr. McCall’s style regarding conflict and conflict resolution; she exemplified the Fairbank Community Center, and interest brought forth by several resident groups.

A – Mr. McCall stressed that listening was key because people want their beliefs validated; and if you explain to people the reasons why something can or cannot be done, they are receiving an answer; though it may not always be the answer they want to hear, and some kind of compromise might be considered to come up with a better plan. In these instances, he acts as the ombudsman.

Personnel Management/Collective Bargaining

Q - Chair Russo asked the candidate about the handling of union contracts.

A – Mr. McCall responded that as a negotiator in the courtroom setting, he enjoys handling collective bargaining aspects in Southbridge and Chelmsford, as an alternate for the Joint Labor-Management Committee for the Commonwealth.

Q - Board Member Roberts inquired about the Comprehensive Wastewater Management Plan for Sudbury, and what could help mitigate some of those challenges in Sudbury, when comparing it to Chelmsford.

A – Mr. McCall answered that the situation in Sudbury is different than that in Chelmsford, when considering that much of the focus is in the commercial center of town. He recognized that Chelmsford received a significant amount of Federal funding early in the process. He noted that by introducing a wastewater plan in various parts of Sudbury, controlled growth would be more likely.

Diversity, Equity, and Inclusion

Q - Board Member Kouchakdjian asked about the importance of the Americans with Disabilities Transition Plan, and the goal to build a totally inclusive Sudbury.

A - Mr. McCall stressed the importance of making sure all new projects/buildings included a complete ADA plan, and remodeling of existing Town buildings should include ADA Transition modifications, to every extent possible, as well as the inclusion of green technologies.

Q - Interim Town Manager Bilodeau asked if Mr. McCall had been involved with an ADA Self-Evaluation Assessment, and the associated transition plan steps?

A - Mr. McCall responded not.

Q - Board Member Carty asked if the Board would find any negative commentary about Mr. McCall, if they were to perform a google search.

A - Mr. McCall mentioned a matter with DLR (Department of Labor Relations) and the JLMC before he became a Town Manager.

Q - Vice-Chair Dretler asked the candidate about the rail trail in Southbridge, and what was the status of that rail trail. Sudbury was currently working on several rail trails - the MA Central Rail Trail, the Bruce Freeman Rail Trail, and the extension of the BFRT - the CSX Line. She asked Mr. McCall what he would see as the related opportunities and challenges?

A - Mr. McCall confirmed he was a Select Board Member when the BFRT was being considered in Chelmsford. He stressed that the BFRT was viewed as a great opportunity for Chelmsford and its economy. He recommended added access off the trails in Sudbury to also advance the Town's recreation and economic growth, especially along Rte. 20. Southbridge was able to apply for a one-time grant, and procured additional liquor licenses for restaurant use, as well as construction of pocket parks in the area of the rail trail. His associations with State Legislators have been most helpful in seeking related funding, and he would hope to help Sudbury obtain creative funding.

Q - Vice-Chair Dretler asked Mr. McCall if he took the lead for the grant, the pocket parks, and the additional liquor licenses in Southbridge.

A - Mr. McCall responded the liquor licenses were 100% under his charge; he and the Economic Development Coordinator worked on obtaining the grants together, as well as implementation of the pocket parks.

Q - Vice-Chair Dretler asked if the pocket parks had been acquired.

A - Mr. McCall responded that land adjacent to the rail trail was acquired in part with some grant monies.

Select Board Members thanked Mr. McCall for presenting to the Board.

A brief recess took place at 10:31 AM.

Interview Town Manager candidate Andrew Sheehan

At approximately 10:33 AM, Mr. Lynch introduced Town Manager Candidate Andrew Sheehan.

Career Overview & Interest in Sudbury

Q - Mr. Lynch asked Mr. Sheehan about his interest in the position, and why he thinks he would be a successful Town Manager in Sudbury.

A - Mr. Sheehan stated he was drawn to Sudbury, he grew up in Acton, and knows Sudbury well. As a history buff, he stated he well-appreciated the significance of historical aspects in Sudbury, and Sudbury's commitment to open space.

Q – Mr. Lynch asked about Mr. Sheehan's related municipal experience.

A - Mr. Sheehan outlined his extensive experience including his 29 years in local government as Town Manager/Administrator, and nine years as Community Development Director in Chelmsford.

Q – Vice-Chair Dretler asked how Mr. Sheehan could help manage the changes/additions/staffing currently taking place in Sudbury.

A - Mr. Sheehan responded that he has been involved with sizable projects and related alterations, and noted that he worked on the first phase of the BFRT when working in Chelmsford as Community Development Director. Middleton had experienced vast changes including increased real estate taxes. Mr. Sheehan detailed his experience with seeking various grant options.

Q – Board Member Carty asked how Sudbury might benefit from Mr. Sheehan's experience in various communities.

A – Mr. Sheehan explained that job responsibilities of Town Administrator and Town Manager have become much more alike over time, and Town Manager responsibilities are more the norm, as is his role in Middleton.

Q – Chair Russo asked the candidate about distinct differences between Sudbury and other communities that he has served.

A - Mr. Sheehan responded that many essential pieces are in place including a strong bond rating and great staff; and the challenge would be to proceed successfully with capital projects.

Q – Board Member Roberts asked how Mr. Sheehan's background would help with the final execution of Sudbury's current plans/projects.

A – Mr. Sheehan indicated that he had extensive experience with finalization of community capital projects, considering his financial management experience.

Leadership and Management Style

Q – Mr. Lynch asked about the candidate's leadership and management style.

A – Mr. Sheehan responded that he did not have all the answers, but did know how to gather the professionals who do know particular answers. He stressed his collaborative management approach.

Q – Vice-Chair Dretler asked about the “pre-town meeting” concept for Sudbury, as mentioned by Mr. Sheehan.

A - Mr. Sheehan acknowledged that such practice was being used in Middleton for some time, and reflects an opportunity to discuss the warrant articles, and is used as an educational tool as well.

Q – Board Member Roberts asked what leadership would be provided to Town staff, as well as allowing staff to be empowered in their prospective areas.

A – Mr. Sheehan noted that coming into the position, everyone is viewed as “A” performance, and he would lead and advise as appropriate.

Q - Board Member Kouchakdjian asked about Mr. Sheehan’s current relationship with Select Board Members. She added that she would ask to meet with the Town Manager on a monthly basis.

A – Mr. Sheehan responded he is very comfortable with that relationship, though every Board has its own personality. In his current role, he talks with the chair on a regular basis, and stressed the importance of communication. He would start by meeting with each member individually, and strive to understand individual policy priorities. Mr. Sheehan indicated that he would hope to provide informal Town Manager updates at the end of each week as he does now.

Communication & Collaboration

Q – Board Member Carty noted the residents of Sudbury are highly involved and informed, asking the candidate what the most important aspect of the position might be.

A – Mr. Sheehan responded that being able to listen and effectively hear staff, the Board, and the community was most important. He stressed the importance of acting as an orchestral conductor, not as the one producing the music.

Q – Vice-Chair Dretler inquired about Middleton being a part of a regional school district.

A – Mr. Sheehan detailed various aspects of the Middleton three-member regional school system, with each of three towns in the regional system being somewhat independent and sharing a superintendent. The school budgets fall within the three towns. Middleton is also a member of the Essex/North Shore vocational school system. He stated he is a proponent of vocational education, and would help Sudbury in this effort.

Strategic Planning

Q - Mr. Lynch inquired about Mr. Sheehan’s goal-setting approach.

A – Mr. Sheehan stated that the goals of the Select Board and the Town Manager must be the same; and he would always share his ideas.

Q – Vice-Chair Dretler asked if Mr. Sheehan would help with the Board to establish a mission statement regarding values and goals, and asked if the candidate had related experience with setting a mission statement.

A – Mr. Sheehan responded that he would welcome the opportunity, but had not implemented such statements to date. He was involved with implementation of a branding statement – slogan-type statement for Lowell.

Q – Chair Russo stated the Town has many plans, and asked how Mr. Sheehan would prioritize those various plans.

A - Mr. Sheehan responded that if the Board decided to prioritize one plan over another, he would follow the direction of the Board. He noted that he would provide recommendations regarding various project timetables in consideration of budgeting.

Q – Mr. Lynch inquired about the related use of data.

A – Mr. Sheehan responded he had created a performance management program in Lowell, which the former Boston Police Commissioner started when in Boston. He provided related details.

Financial Management

Q – Mr. Lynch asked Mr. Sheehan about budget decision-making approaches.

A – Mr. Sheehan spoke of a no-gimmick approach, where recurring revenues support expenditures. He stated that free cash was a primary funding source when he started in Lowell, and he modified such practice in a beneficial way.

Q – Board Member Carty inquired about use of free cash for reoccurring revenue, and mentioned Sudbury’s proposed sustainability coordinator, and proposed budgeting for the transportation program.

A – Mr. Sheehan provided detailed explanation and explained a current Safer grant award in Middleton, and provided additional specifications.

Q – Vice-Chair Dretler mentioned the Sudbury Transportation pilot program and mentioned budgeting aspects must be considered for the future. She asked how Mr. Sheehan would evaluate that aspect, and asked how that program could be operationalized.

A – Mr. Sheehan stressed the importance of inclusion in the Town budget, and to also consider all other grant funding/sources. He mentioned the possibility of specific stabilization funding - half from an existing budget and half out of a stabilization fund to reflect a specific period of time.

Project Management

Q – Board Member Roberts inquired about financial management as it pertains to capital, and mentioned the association with the DLS Report, which is the recommended approach to setting aside enough for capital and how to approach the challenge of getting more money for capital than the current tax levy.

A – Mr. Sheehan responded there was a place for debt within the operating budget, which is more difficult now with interest rates increasing. A yearly capital goal might start small with percentages, which might take some time. He stressed the importance associated with taking the long view.

Q - Board Member Kouchakdjian asked how Mr. Sheehan how he would advance such capital projects.

A – Mr. Sheehan confirmed that volunteers/committee members have to be included in the decision about such projects, and take advantage of the expertise/knowledge offered.

Personnel Management/Collective Bargaining

Q – Mr. Lynch asked about the candidate’s collective bargaining experience and his approach.

A – Mr. Sheehan replied he had not been an active part of collective bargaining for the first half of his career until assuming his role in Lowell. He elaborated on the FY09 local aid cuts in Lowell, which affected all municipalities in the Commonwealth, especially such towns as Lowell. Mid-term negotiations were performed for all unions in

Lowell at the time with some 49 layoffs. As a Town Administrator in Middleton, he has a good relationship with the bargaining units and acts as the lead negotiator in all the contracts.

Diversity, Equity, and Inclusion and Sustainability

Q - Mr. Lynch asked the candidate to address the DEI and Sustainability topics.

A – Mr. Sheehan exemplified his experiences in Lowell, which has an extremely diverse population. He noted that the work force was well-representative of the population. He noted that gender equity has been reflective in Middleton which was problematic when he started in that town. Mr. Sheehan stated he was looking forward to being part of advancements in the sustainability arena in Sudbury. He stressed the reality and seriousness of climate change, and planning.

Q - Board Member Kouchakdjian stated that Sudbury has changed over the past several years with a more diverse population. She asked Mr. Sheehan about the value of the ADA Transition Program in Sudbury, and if he had experience in this area.

A – Mr. Sheehan responded that he worked with the Institute for Human Centered Design in Middleton in 2020 and 2021, and that transition plan was adopted by that Middleton Select Board in mid-2021. Four primary buildings in Middleton were considered, and stressed the importance of those modifications.

Other Questions

Q – Vice-Chair Dretler asked how the candidate would help the Board run their meetings effectively and efficiently, and the interplay with the Board with creating the meeting agenda.

A – Mr. Sheehan confirmed that he had more than thirty years of experience in this area, and indicated there was no one right way of running the meeting process, and every Board has their preferences/personality/style. He noted that efficiency tweaks could be considered.

Q - Board Member Kouchakdjian asked the candidate how he deals with conflict and his conflict resolution style as it pertains to Boards, Committees/Commissions and staff.

A – Mr. Sheehan confirmed that he did not react prematurely and has a sense of what might really become an issue, and what will not. He cited an example at the Middletown Transfer Station and social media. He stressed managing with a global view, and not overreacting.

Q – Board Member Carty asked if there was anything negative about the candidate, what would it be?

A – Mr. Sheehan answered that sometimes holding on to projects can be a temptation.

Board Members thanked Mr. Sheehan for sharing his time and thoughts during the interview.

Lunch break

Chair Russo moved in the words of the motion. Board Member Carty moved in the words of the Chair. Board Member Kouchakdjian seconded the motion.

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

VOTED: To recess and return to the meeting at 12:45 PM

Interview Town Manager candidate Gregory Johnson

At 12:46 PM, Mr. Lynch introduced Town Manager Candidate Gregory W. Johnson.

Career Overview & Interest in Sudbury

Q - Mr. Lynch asked Mr. Johnson about his interest in the position and why he thinks he would be successful as the Town Manager of Sudbury.

A - Mr. Johnson stated as the Town Manager in Maynard, he is excited to get to the next level as Town Manager in Sudbury. He confirmed he has reviewed the Sudbury Master Plan and the FY23 Select Board goals. He stated that he would help with budget management, and help with building consensus, which he has done in Maynard, Westford and at the State level. He mentioned transportation issues, Camp Sewataro, and infrastructure concerns in Sudbury.

Q - Vice-Chair Dretler asked what Mr. Johnson would anticipate bringing to Sudbury?

A - Mr. Johnson stated his role is to execute a mission and advise on a day to day basis, similar to his previous municipal, state and military roles. He mentioned his effectiveness when dealing with department heads, boards/committees, the select board and the residents. Mr. Johnson spoke of efficiencies involved with Town Meeting.

Q - Board Member Carty asked about the similarities/differences between Sudbury and Maynard; and how that aspect could be a benefit when considering the Town Manager position in Sudbury.

A - Mr. Johnson responded that Maynard had less resources/staff when compared to Sudbury, so more is delegated to the Town Manager/himself. He recently appointed a Finance Director who he works with. One of his main strengths involves being accessible to staff and the community.

Leadership & Management Style

Q - Mr. Lynch asked what the candidate's leadership/management style looked like.

A - Mr. Johnson stated his focus includes efficiency, and exemplified town meeting. He stressed flexibility, and exemplified such modifications in light of COVID and outdoor Town Meetings, as well as flexibility regarding change in personnel; the hiring of all new department heads, and several retirements.

Q – Board Member Roberts asked Mr. McCall if he were to become the next Sudbury Town Manager, how would he help department heads to be empowered in their positions, while providing the leadership they need.

A – Mr. Johnson confirmed he enjoyed working with department heads who know their jobs very well, and would be happy to help them with continued success in their positions. Upon arrival in Sudbury, he would meet with each one of the department heads, in addition to other key staff. He stressed that it was key to provide all staff with the authority they deserve, as most have been doing their jobs for a considerable amount of time.

Q - Board Member Kouchakdjian asked the candidate how he viewed his relationship with the Select Board, adding that she would want to meet with the new Town Manager monthly. She inquired about his role at Select Board meetings.

A – Mr. Johnson commented that he regarded himself as chief of staff and works to have a level of familiarity with each Board Member’s goals and their specific aspirations. He endorsed a monthly meeting with Board Member Kouchakdjian, and would be in more constant communication with the Chair, setting the particular agenda and discussing various meeting priorities. The more interaction he has with the Board, the better informed the community will be. He stressed the importance of having the community be as informed as possible, and is proud of the relationship he has with his Board in Maynard. Board Members take the lead in any Select Board meeting, but he will provide direction or information at a Select Board meeting as the need arises.

Strategic Planning

Q – Board Member Carty stressed that Sudbury has a strong and vocal community, and asked Mr. Johnson what he considered the most important aspect of the Town Manager position is, while managing other aspects of the position.

A – Mr. Johnson responded that one of the most important aspects involves maintaining a long-term strategy, adhering to Select Board goals, and helping guide and advise the Select Board.

Q – Chair Russo asked Mr. Johnson how he sets priorities and mentioned Sudbury’s Master Plan, Housing Production Plan, Historic Preservation Plan, ADA Transition Plan, Comprehensive Wastewater Management Plan, Open Space Plan, Athletic Fields Plan.

A – Mr. Johnson stated that priorities are mostly driven by the Select Board goal setting sessions to start, and then determining how those goals might fit into the budget would require more collaboration with him. He noted that much priority-setting is cyclical in relation to Warrant Articles and Town Meetings.

Q – Vice-Chair Dretler mentioned approved mission and value statements, and would encourage the Town Manager to get involved with the Select Board to set a vision for the community. She asked if Mr. Johnson would be open to that opportunity.

A – Mr. Johnson responded in the affirmative, adding he would look forward to such involvement. He appreciated the fact that sometimes an initial vision concept might be changed/modified; he exemplified recent policy modifications by the Maynard Select Board, and he assisted in that effort.

Financial Management

Q - Mr. Lynch asked the candidate what his budgeting approach looked like.

A – Mr. Johnson mentioned the relativity of budgeting, and is generally conservative regarding budgeting. He mentioned the particular considerations of the school budget, free cash, and reserves keeping in mind the goals and needs of the Town.

Q – Mr. Lynch asked the candidate about financial forecasting in Maynard.

A – Mr. Johnson responded that due to staff turnover in Maynard, he has not worked with a finance director until recently. He noted that ClearGov is the platform he is utilizing in Maynard, which provides a transparent approach. He commented that COVID was instrumental in altering such projections.

Q – Mr. Lynch asked the candidate about the use of performance data in his decision making.

A – Mr. Johnson stated that he was more apt to utilize such data while working for the State, but felt it was not as applicable for the Town of Maynard in consideration of its size. He noted that public opinion and needs were very important in Maynard.

Project Management

Q – Mr. Lynch asked about improving the investment infrastructure and maintenance of capital assets in Maynard.

A – Mr. Johnson responded that a substantial investment in capital was made with the impending opening of the new fire station in Maynard. He acknowledged that the fire station topic presented a difficult discussion at Town Meeting regarding the associated debt exclusion. He mentioned the phasing of various projects in process in Maynard at this time, including a new elementary school, public works projects, stormwater management, and various renovations to aging town buildings. He mentioned the importance of realizing infrastructure opportunities when they present themselves.

Q – Vice-Chair Dretler mentioned the importance of keeping such projects on track. She asked the candidate for examples of how he might help Sudbury absorb a significant amount of change by maximizing opportunities and minimizing the associated challenges, via example that he has encountered in Maynard.

A – Mr. Johnson stressed the importance of outreach and educating the residents so they understand exactly what such changes might be, and to ensure that the “right people are at the table.” He gave credit to his Assistant Town Manager who helped him with the downtown business incentives in the midst of the pandemic, which reflected collaboration between his office, Public Works, Police, and the downtown businesses with outdoor dining services.

Q – Board Member Roberts mentioned debt and capital exclusions in Sudbury, and how to include more funding in the tax levy, as well as setting aside enough monies for capital. She asked Mr. Johnson about setting aside enough capital funding and including more monies into the current levy to not be as reliant on debt exclusions.

A – Mr. Johnson recognized that he has been more successful in that effort in some years, and not so much in other years. He added that larger projects likely required more long-term funding options. Mr. Johnson agreed that seeking DLS recommendations can be of benefit. He recommended starting small, with keeping a balance in mind.

Q - Board Member Kouchakdjian asked Mr. Johnson about the interaction/involvement between advancement of capital projects and interested town boards/committees.

A – Mr. Johnson responded that such interaction/involvement was very important to him, and he reiterated that any such project is the town’s project; he exemplified the Fairbank Community Center. Mr. Johnson stressed the importance of related contractors/project managers and their cooperation with boards/committees throughout the process.

Q – Mr. Lynch asked Mr. Johnson about his role in “driving” capital projects, especially the new Maynard Fire Station.

A – Mr. Johnson responded that the Maynard Fire Station project was not finalized when he became the Town Manager, and the process took approximately five years to complete. He spoke of the decision-making process and the old fire station.

Q – Chair Russo asked Mr. Johnson about lessons learned during his term in Maynard.

A – Mr. Johnson commented about the financial policies topic, and discovered that such a topic could not be covered in the same way in Maynard as it was in Westford, considering interactions with the Finance Director.

Personnel Management/Collective Bargaining

Q - Mr. Lynch asked the candidate about his collective bargaining experience.

A - Mr. Johnson confirmed he was involved in all collective bargaining aspects (6 units in Maynard). He noted that although the School Superintendent drives the school agreements, he is involved in weekly conversations with that superintendent. He noted that the Human Resource Director is always involved in those contracts, and sometimes labor counsel is also involved. Mr. Johnson emphasized that he strives for a collaborative and honest approach, noting that no two unions are alike.

Q – Mr. Lynch asked the candidate about motivating employees and holding them accountable.

A – Mr. Johnson credited the HR Director in Maynard for implementing “spirit week” as a morale builder/motivator, noting that he conveys the message that the town/residents are depending on personnel to do their jobs effectively. He stressed the importance of checking in with all the town offices, adding that there have been very few disciplinary issues while he was in Maynard.

Diversity, Equity, and Inclusion

Q – Mr. Lynch asked Mr. Johnson about his experience DEI work.

A – Mr. Johnson stressed DEI importance, noting the effort was a long time coming. He mentioned the importance of the best DEI staff candidates and the contributions they make.

Sustainability and Climate

Q – Mr. Lynch asked Mr. Johnson what he has done in this area, and what actions Sudbury might take.

A – Mr. Johnson responded that government can be the role model in this area. He stressed the importance of including town directives for developers in town. He exampled Green Communities Awards and confirmed that Maynard was already taking advantage of those awards when he came into the town. He added that the Maynard Sustainability Committee has recently been formed to help advance related incentives, and are recommending a community aggregation program, as already established in Sudbury.

Q - Board Member Kouchakdjian stated that the infrastructure must match the needs of the community, when considering DEI and ADA topics. She asked about Mr. Johnson’s experience with ADA self-assessments and such implementation.

A – Mr. Johnson mentioned the ADA legal obligation and beyond, and that he sought the kind of neighborhood that would make accommodation to all citizens, those with and without disabilities. He mentioned the complete streets program and sidewalks/crosswalk implementations. Mr. Johnson addressed aspects of the Maynard ADA

Commission, and the assurance that the Commission is provided with the tools they need to better advance the missions.

Land Use & Development

Q – Mr. Lynch asked the candidate about his experience in the area of land use and economic development.

A – Mr. Johnson explained his related studies in graduate school, and mentioned working for shared goals with developers. He detailed aspects of the Mill in Maynard, Maynard Crossing, and other commercial projects in Maynard. He mentioned the inclusion of the marijuana retailer in Maynard, as well.

Q - Board Member Kouchakdjian asked Mr. Johnson about the handling of conflict resolution.

A – Mr. Johnson stated he tries to be objective and listen. The first stop is usually the HR director, and he likes to be kept informed about particular conflicts. Mr. Johnson opined that such conflict at the Town Meeting/Select Board level is usually a display of passion about a topic, which can become extremely intense.

Q – Vice-Chair Dretler commented that in the case of Sudbury, acquiring land becomes the responsibility of the Town, as is determining the best use for the property. She asked Mr. Johnson how he would assist in this area.

A – Mr. Johnson responded that he would have related discussions with the Select Board in order to be productive. He concurred that he would put forth his recommendation, which would fit the goals and intentions of the Board as a whole, and would be the facilitator for those conversations. He stressed that Sudbury has a good supportive team, including the Planning Department, DPW, Facilities Director, etc.

Q – Board Member Carty asked the candidate about possible negative comments about him.

A – Mr. Johnson responded an example might include not being heard and not being firm enough with staff some five years ago.

Board Members thanked Mr. Johnson for sharing his time and thoughts during the interview.

Adjourn

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

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

VOTED: To adjourn the meeting.

There being no further business, the meeting adjourned at 1:50 PM.

SUDBURY SELECT BOARD

TUESDAY, NOVEMBER 15, 2022

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

Present: Chair Charles Russo, Vice-Chair Janie Dretler, Select Board Member Daniel Carty, Select Board Member Lisa Kouchakdjian, Select Board Member Jennifer Roberts, Interim Town Manager Maryanne Bilodeau

The statutory requirements as to notice having been compiled with, the meeting was convened at 7:01 PM, via Zoom telecommunication mode.

Chair Russo 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, Dretler-present, Roberts-present, Carty-present, Russo-present

Opening Remarks by Chair

- Zoning Board of Appeals met last night and unanimously approved Camp Sewataro's application for increase in number of campers from 650 to 700, with the stipulation that one additional scholarship be provided to one of the newly allocated 50 spots
- The Town is hosting COVID-19 vaccination clinics; urged residents to be vaccinated in consideration of continued illness

Reports from Town Manager

- COVID-19 vaccination clinic is scheduled for November 30, 2022 at the Goodnow Library from 5:00 PM to 8:30 PM
- Sudbury rent relief program information can be found on the Town website

Reports from Select Board

Vice-Chair Dretler:

- Town Manager Interviews went very well
- Camp Sewataro 2022 financial statement is posted to the Sewataro website

Board Member Carty:

- Thanked Community Paradigm Associates (CPA), Interim Town Manager Bilodeau, Town Staff, SudburyTV, and the Town Manager finalists for efforts with the Town Manager interviews conducted on Saturday
- MassDevelopment Taxi & Livery Partnership Program grant for \$222,336 was awarded, with \$87,000 allocated to Sudbury (a bit over a third of the total grant amount)
- SPS School Committee has started budget discussions; next meeting is scheduled for November 21, and a public budget hearing is scheduled for December 19, with a budget-related vote to be taken on December 22, 2022

Board Member Roberts:

- Saturday's Town Manager interviews were most productive; big decision for the Board tonight
- Thanked everyone who supported/participated in last week's state election
- Hoped all had a pleasant Veterans Day and reflected on the tremendous sacrifice by veterans
- The Community Preservation Committee (CPC) will conduct its first hearing tomorrow night, in a series of hearings regarding projects presented to the CPC
- Proposed CPC project requests include: Housing Trust allocation, Indigenous Cultural Landscape, Regional Housing Services Study, associated Office Membership Fee; Bruce Freeman Rail Trail – CSX Extension to Rte. 20 – the following hearings scheduled for December 7 and December 21, 2022

Board Member Kouchakdjian:

- Echoed remarks made by Board Members, and thanked all for their efforts with the Town Manager Search
- Wished all a wonderful Thanksgiving

Public Comments on items not on Agenda

Resident Manish Sharma, 77 Colonial Road – Thanked Mr. Lynch of CPA (Community Paradigm Associates) for his hard work with the Town Manager search, and noted the Select Board will come up with the best candidate. Mr. Sharma commented about Town Manager candidates.

Chair Russo confirmed that discussion about Town Manager candidates would be discussed later in the meeting.

Resident John Baranowski, 103 Belcher Drive, commented the Town acknowledged that capital funding cannot continue to be funded through debt-exclusions and overrides. He indicated the better option would be to fund capital projects through the levy; adding there should be a distinction between level services and level funding.

Evaluate Town Manager candidates, and possibly vote to authorize the consultant (Bernard Lynch) to make a conditional offer to the candidate of choice; or take other action to further the search process

Present: Bernard Lynch, Principal – Community Paradigm Associates (CPA)

Chair Russo provided summary of recent progress made with the Town Manager search, including the recent interviews held on Saturday, November 12. He thanked Interim Town Manager Bilodeau for her efforts associated with the process.

Select Board Members discussed the Town Manager interviews and presented their preferences. Select Board Member Carty stated that candidate Mike McCall was his preference for Town Manager, given his legal background and negotiation experience.

Chair Russo emphasized that the candidates presented to the Board were all qualified, but indicated that Andrew Sheehan was the strongest candidate.

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

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

VOTED: To authorize Bernard Lynch to make a conditional offer to Andrew Sheehan, the candidate of choice; subject to a successful negotiation agreement

Board Member Carty commented that he would support Andrew Sheehan completely.

Discussion on next steps with new Town Manager Contract. Vote on which Board Member(s) will participate in negotiation of new Town Manager Contract.

Chair Russo recommended that he and Vice-Chair Dretler work together on the Town Manager Contract Subcommittee. He noted that Board Member Carty and Board Member Roberts were members of the last Town Manager Contract Subcommittee.

Board Member Kouchakdjian motioned to appoint Chair Russo and Vice-Chair Dretler to the Town Manager Contract Subcommittee. Board Member Roberts seconded the motion.

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

VOTED: To appoint Chair Charles Russo and Vice-Chair Janie Dretler to the Town Manager Contract Negotiation Subcommittee

Chair Russo acknowledged the Subcommittee meetings would be held in Executive Session. Members were in agreement.

Preliminary discussion on Annual Tax Classification Hearing

Present: Cynthia Gerry, Director of Assessing

Ms. Gerry outlined sections of the "Process for Setting the Tax Rate" PowerPoint. She confirmed the Tax Classification Public Hearing is scheduled for November 29, 2022.

Ms. Gerry reviewed all Pre-Classification Hearing aspects, as well as Post-Hearing requirements.

Board Members presented questions regarding taxation aspects. Ms. Gerry responded that she would provide related information at the November 29th hearing.

Resident Manish Sharma thanked Ms. Gerry for her informative presentation and asked how the Town might consider lost revenue, in consideration that there is much remodeling/renovation going on in Sudbury, without revenue-producing permits being pulled. Mr. Sharma stated that senior taxpayers are on fixed-incomes, and should receive additional tax exemptions; he asked Board Members to consider that aspect.

Discussion and possible vote to purchase gas Park & Recreation vehicle. (The vote on 10/11 was specifically for a hybrid vehicle and this request is changing it to a gas vehicle.)

Present: Dennis Mannone, Park & Recreation Director

Mr. Mannone informed the Board that the scope of work regarding the hybrid vehicle purchase has changed; the hybrid conversion is not being done by the contractor at this time. Mr. Mannone confirmed the other viable option would be to order the gas van, and try to have a different contractor convert the gas vehicle to a hybrid vehicle, but such process could take a year.

Related discussion among Select Board Members took place.

Vice-Chair Dretler acknowledged that this type of change about hybrid conversions was consistent with what DPW Director Dan Nason explained about DPW vehicles ordered recently.

Chair Russo noted that the understanding was to keep the ARPA funding of \$95,000.00 (as previously voted by the Board), as a placeholder for possible hybridization of the gas van ordered, especially if the Green Communities grant was not awarded.

Chair Russo added that this topic would be revisited within 18 months. Board Member Kouchakdjian confirmed that the vehicle being ordered was ADA compliant.

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

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

VOTED: To Authorize the Director of Park & Recreation to move forward with purchase of a gas vehicle, and use ARPA funds/allocation of \$95,000; as approved at a previous meeting.

Board Member Carty mentioned that he had voted against this ARPA allocation previously, and his “no” vote at this meeting was consistent with his previous vote.

Discussion and vote whether to approve universal uniform signage as suggested by the Friends of the Bruce Freeman Rail Trail

Present: John Drobinski, Chair of the BFRT Advisory Task Force

Mr. Drobinski explained the proposed signage plan recently discussed by the BFRT Advisory Task Force, which focused on universal uniform safety signage.

Members agreed that consistency with signage appearing in each Town within the BFRT made sense. Mr. Drobinski confirmed the Friends of the BFRT would be providing the funds for the proposed signage discussed at this meeting.

Vice-Chair Dretler motioned to approve universal uniform signage, as recommended by the Friends of the Bruce Freeman Rail Trail. Board Member Kouchakdjian seconded the motion.

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

VOTED: To approve universal uniform signage, as recommended by the Friends of the Bruce Freeman Rail Trail

Review the Select Board Fall 2022 Newsletter articles and approve for distribution

Board Members discussed and provided revisions to Newsletter Articles.

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

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

VOTED: To approve the Select Board Fall 2022 Newsletter Articles for distribution, as amended, and subject to article revisions to be made by Vice-Chair Dretler

Vice-Chair Dretler suggested the Select Board Newsletter be located at the front of the publication, in consideration of the newly appointed Town Manager, Andrew Sheehan. Board Members concurred.

Vocational Education Update

Board Member Kouchakdjian updated the Board regarding her communications with officials from Assabet, Keefe, and Medford vocational education schools.

Board Member Kouchakdjian offered to draft a letter of inquiry/acknowledgement to each vocational education school mentioned. Chair Russo emphasized that consistency of information must be considered.

Board Member Kouchakdjian stated that she would present the drafted letter to the Board for review.

Board Member Carty stressed that the primary question to bring forward within the proposed letter, would be to ask if the vocational education school mentioned would be accepting new members (communities such as Sudbury) to their school.

Chair Russo suggested that the Board discuss the topic again in four weeks.

Interview three DEI members for reappointment: Janine Taylor, Joanna Steffey, Nalini Luthra, all for terms expiring 5/31/24.

Present: Nalini Luthra, Joanna Steffey, Janine Taylor

Board Member Roberts confirmed that interviewing of candidates for the DEI Commission would commence with the November 29, 2022 Select Board meeting.

Ms. Luthra stated she was seeking DEIC reappointment, and stressed that the Commission had come a long way in the last 18 months, and the "Lived Experience" program would continue. Board Members thanked Ms. Luthra for her efforts and leadership with the Commission.

Board Member Kouchakdjian motioned to reappoint Nalini Luthra to the DEI Commission for a term expiring 5/31/24. Vice-Chair Dretler seconded the motion.

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

VOTED: To reappoint Nalini Luthra to the DEI Commission for a term expiring 5/31/24

Ms. Steffey stated she was seeking reappointment to the Commission, noting that the pandemic slowed progress for the Commission. She indicated she was looking forward to continued learning, sharing, and assisting new commissioners.

Board Members thanked Ms. Steffey for her efforts and leadership.

Board Member Kouchakdjian motioned to reappoint Joanna Steffey to the DEI Commission for a term expiring 5/31/24. Board Member Roberts seconded the motion.

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

VOTED: To reappoint Joanna Steffey to the DEI Commission for a term expiring 5/31/24

Ms. Taylor confirmed she was seeking re-appointment to the DEI Commission, and echoed comments made by Ms. Luthra and Ms. Steffey. Ms. Taylor noted a diverse group was seeking appointment to the Commission at this time.

Board Members thanked Ms. Taylor for her efforts and leadership.

Board Member Roberts noted that Ms. Taylor helped to reorganize the DEIC Mission Statement. Ms. Taylor recognized that specific goals and open meeting law considerations were included in the revised DEIC Mission Statement.

Board Member Kouchakdjian motioned to reappoint Janine Taylor to the DEI Commission for a term expiring 5/31/24. Board Member Roberts seconded the motion.

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

VOTED: To reappoint Janine Taylor to the DEI Commission for a term expiring 5/31/24

Vote to Review and possibly approve the open session minutes of 8/9/22

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

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

VOTED: To approve the open session minutes of 8/9/22, as edited.

Public Comment (Cont.)

Resident Manish Sharma thanked all present at tonight's meeting, and extended Thanksgiving greetings; his prayers to be extended to his temple on this day. Mr. Sharma thanked the Board for letting him describe his religious holiday at a previous Select Board meeting.

Upcoming Agenda Items

November 29, 2022:

- DEI Commission appointments
- Transportation Committee Update

December 6, 2022:

- Review Sewataro Financials
- ARPA Update
- Open the Warrant

December 20, 2022:

- Small Cell Facility Policy Subcommittee Update
- BFRT – DCR to present
- Vocational Education Draft Letter for review
- Presence of pets in Town cemeteries
- Goal-Setting Update
- Update from Energy and Sustainability Committee

Consent Calendar

Vote to approve a one-hour extension of the licensed closing hour and serving of alcoholic beverages for licensees who make application in advance to the Town Manager's Office: Fugakyu Cafe, 621 Boston Post Road and Lavender, 519A Boston Post Road (1AM to 2AM) on Wednesday, November 23, 2022 (Thanksgiving eve) and Saturday, December 31, 2022 (New Year's Eve), on the condition that the kitchen remains open, and food is served.

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

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

VOTED: To approve a one-hour extension of the licensed closing hour and serving of alcoholic beverages for licensees who make application in advance to the Town Manager's Office: Fugakyu Cafe, 621 Boston Post Road and Lavender, 519A Boston Post Road (1AM to 2AM) on Wednesday, November 23, 2022 (Thanksgiving eve) and Saturday, December 31, 2022 (New Year's Eve), on the condition that the kitchen remains open, and food is served.

Vote to grant a 1-day All Alcohol license to Goodnow Library Foundation, Inc, to accommodate a Donor Reception on Thursday, December 1, 2022 from 5:30 PM to 8:00 PM at Goodnow Library, 21 Concord Rd, subject to the use of a TIPS-trained bartender and a receipt of a Certificate of Liability.

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

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

VOTED: To grant a 1-day All Alcohol license to Goodnow Library Foundation, Inc, to accommodate a Donor Reception on Thursday, December 1, 2022 from 5:30 PM to 8:00 PM at Goodnow Library, 21 Concord Rd, subject to the use of a TIPS-trained bartender and a receipt of a Certificate of Liability.

Vote to accept donation of \$530 to the Senior Center Donation Account in memory of Dorothy M. Wright, to be used to support older adult programming, as requested by Debra Galloway, Senior Center Director.

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

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

VOTED: To accept donation of \$530 to the Senior Center Donation Account in memory of Dorothy M. Wright, to be used to support older adult programming, as requested by Debra Galloway, Senior Center Director.

Vote to accept donation of \$150 to the Senior Center Donation Account in memory of Mimi Waible, to be used to support older adult programming, as requested by Debra Galloway, Senior Center Director.

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

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

VOTED: To accept donation of \$150 to the Senior Center Donation Account in memory of Mimi Waible, to be used to support older adult programming, as requested by Debra Galloway, Senior Center Director.

Vote to accept a \$1,000 donation from Shaws Supermarket, for the purposes of community programming events, to account 191448/483100 - program contributions and donations, as requested by Dennis Mannone, Park and Rec Director.

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

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

VOTED: To accept a \$1,000 donation from Shaws Supermarket, for the purposes of community programming events, to account 191448/483100 - program contributions and donations, as requested by Dennis Mannone, Park and Rec Director.

Vote to accept the resignations of Stephanie Oliver, Nuha Muntasser, Peng Zhou, and Tanisha Tateer from the Diversity, Equity and Inclusion Commission, and send a letter of thanks for their service to the Town.

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

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

VOTED: To accept the resignations and/or non-renewals of Stephanie Oliver, Nuha Muntasser, Peng Zhou, and Tanisha Tate from the Diversity, Equity and Inclusion Commission, and send a letter of thanks for their service to the Town, and to correct the spelling to Tanisha "Tate."

Vote to accept the resignation of Karyn Jones, 27 Pendleton Road, from the Commission on Disability, and send a letter of thanks for her service to the Town.

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

Board Member Carty mentioned there had been three resignations from the Commission on Disability within the last seven weeks; he opined if such activity might be considered within the updated Select Board Mission Statement. Chair Russo noted the Board might consider including this discussion item at a future Select Board meeting.

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

VOTED: To accept the resignation of Karyn Jones, 27 Pendleton Road, from the Commission on Disability, and send a letter of thanks for her service to the Town.

Vote to accept the \$222,336 grant award from the MassDevelopment Taxi & Livery Partnership Program, as requested by Adam Duchesneau, Director of Planning & Community Development.

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

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

VOTED: To accept the \$222,336 grant award from the MassDevelopment Taxi & Livery Partnership Program, as requested by Adam Duchesneau, Director of Planning & Community Development.

Vote to authorize the Chair of the Select Board to sign the Certified Local Government Certification Agreement between the Town of Sudbury and the Massachusetts Historical Commission, as requested by Adam Duchesneau, Director of Planning & Community Development.

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

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

VOTED: To authorize the Chair of the Select Board to sign the Certified Local Government Certification Agreement between the Town of Sudbury and the Massachusetts Historical Commission, as requested by Adam Duchesneau, Director of Planning & Community Development.

Adjourn

Board Member Kouchakdjian motioned to adjourn the meeting. Vice-Chair Dretler seconded the motion.

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

VOTED: To adjourn the meeting

There being no further business, the meeting adjourned at 10:22 PM.



SUDBURY SELECT BOARD
Tuesday, May 16, 2023

MISCELLANEOUS (UNTIMED)

13: Upcoming agenda items

REQUESTOR SECTION

Date of request:

Requested by: Patty Golden

Formal Title: Upcoming agenda items

Recommendations/Suggested Motion/Vote:

Background Information:

Financial impact expected:

Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

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

05/16/2023 7:00 PM

POTENTIAL UPCOMING AGENDA ITEMS/MEETINGS

MEETING/EVENT	DESCRIPTION
May 30	Annual legislative update with Rep. Gentile and Sen. Eldridge
	Review SB Newsletter articles and approve for distribution
	SB policy renewal process
	Remote policy discussion
June 13	Annual Board & Committee reappointments
July 11	Public Hearing - discussion regarding potential Fall Town Meeting
High priority items	Policy of interviewing for every committee (Carty)
	LS agreement
	Discussion on recent Board/Committee resignations
	MBTA communities discussion (with Planning Board)
	Mass Central Rail Trail/DCR
	MWRA discussion
	Broadacres Property: next steps
	Sewataro discussion – 50% design of Liberty Ledge
	Peakham Road speed limit
Date to be determined	Capital Process
	Citizen Leadership Forum (Govt and how it works)
	Climate Emergency declaration & sustainability director
	Curtis Middle School civic action projects (Carty)
	Annual Legislative Update (tentative for 5/30) with Sen. Eldridge and Rep. Gentile
	Discussion on potential ADA policy
	Discussion on Town Manager Task Requests
	SB self-evaluation process individually and collectively (Lisa K)
	Fairbank Community Center update (ongoing)
	Pets in cemeteries
	Investment Advisory Committee
	Discussion on business and economic committee (Lisa K)
	Invite Commission on Disability Chair to discuss Minuteman High School
	Local receipts – fee schedule review (Chair Russo)
	Bi-monthly update from Eversource (Oct, Dec, Feb, Apr, June, Aug)
	Quarterly review of approved Executive Session Minutes for possible release (February, May, August and November). Consider separate meeting solely for this purpose.
	Quarterly update on Bruce Freeman Rail Trail (BFRT) (March, June, September, December)
	Quarterly update on Key Performance Indicators (KPIs) projects to track (December, March, June, September)
	Solar Panels
	Subcommittee discussion (Executive)
Work Session with Town Counsel: Select Board/Town Manager Code of Conduct and other procedural training	

Attachment 13.a: Upcoming items 05.16.23 (5855 : Upcoming agenda items)

Standing Items for All Meetings	Select Board requests for future agenda items at end of meeting
	Public Comments, continued (if necessary)



SUDBURY SELECT BOARD
Tuesday, May 16, 2023

CONSENT CALENDAR ITEM

14: Accept donation to Park & Rec from Middlesex Bank

REQUESTOR SECTION

Date of request:

Requestor: Tricia Sardagnola, P&R Program Director

Formal Title: Vote to accept a \$300 donation from Main Street Bank for the purposes of the Sudbury Spring Slam Pickleball Tournament on May 20, 2023, as requested by Tricia Sardagnola, Sudbury Park and Recreation Program Coordinator.

Recommendations/Suggested Motion/Vote: Vote to accept a \$300 donation from Main Street Bank for the purposes of the Sudbury Spring Slam Pickleball Tournament on May 20, 2023, as requested by Tricia Sardagnola, Sudbury Park and Recreation Program Coordinator.

Background Information:

Main Street Bank is helping sponsor our Sudbury Spring Slam Pickleball Tournament. This will be held May 20, 2023 from 8am-5pm. Funds to be used toward expenses the day of the event.

Financial impact expected:

Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

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

05/16/2023 7:00 PM



SUDBURY SELECT BOARD
Tuesday, May 16, 2023

CONSENT CALENDAR ITEM

15: Accept \$130K donation from Friends of Sudbury Seniors

REQUESTOR SECTION

Date of request:

Requestor: Joseph Bausk, President, Friends of the Sudbury Senior Citizens

Formal Title: Vote to accept a donation from the Friends of Sudbury Senior Citizens, in the amount of \$130,000, toward the construction of an outdoor covered patio and inclusion of a gas fireplace at the new Fairbank Community Center.

Recommendations/Suggested Motion/Vote: Vote to accept a donation from the Friends of Sudbury Senior Citizens, in the amount of \$130,000, toward the construction of an outdoor covered patio and inclusion of a gas fireplace at the new Fairbank Community Center.

Background Information:
attached letter

Financial impact expected:

Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

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

05/16/2023 7:00 PM



Friends of the Sudbury Senior Citizens, Inc.

40 Fairbank Road
Sudbury, Massachusetts 01776-1681

OFFICERS

Joseph Bausk
President

Vice President
Ronald Riggert

Josephine King
Treasurer

Judy Merra
Secretary

DIRECTORS

Joanne Bennett
Judith Honens
Patricia Howard
Catherine Kuras
Donald Oasis

April 28, 2023

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

Ladies and Gentlemen,

The Friends of the Sudbury Senior Citizens, Inc. offered to fund two elements of the new Senior Center that is part of the new Fairbank Community Center currently under construction. The first is the outdoor covered patio adjacent to the Senior Center lounge and the second is the gas fireplace in the Senior Center lounge. The funding offered was up to \$100,000 for the patio and up to \$30,000 for the fireplace.

We have been waiting for an accounting of the actual cost of these items before we formally requested that the offered funds be accepted by the Town.

We have just learned from the Combined Facilities Director that though these specific items were included in the construction contract RFP, they were not set out as separate line items so that the bid price for these items could be determined separately. As a result, it cannot be determined what the actual cost of these items is or whether the cost is within the maximum amounts we offered.

We are disappointed that the actual cost of these specific items cannot be determined. However, because this project is very important to us and to the Town generally, we will meet our commitment at the maximum aggregate level offered. Accordingly, we formally request that the Sudbury Select Board accept from the Friends the amount of \$130,000 in consideration of the construction of the outdoor covered patio adjacent to the Senior Center lounge and the inclusion of a gas fireplace in the Senior Center lounge at the new Fairbank Community Center.

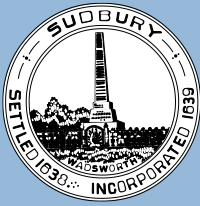
We are very pleased to be able to support the construction of the new Senior Center at the Fairbank Community Center, and we look forward to helping the Senior Center be all that it can be for the benefit our senior population. We believe this project strengthens our community and makes Sudbury a better place to live and thrive.

Respectfully,

Joseph Bausk
President

2023 MAY - 2 A 9: 17
RECEIVED
BOARD OF SELECTMEN
SUDBURY, MA

Attachment 15.a: Friends of Sudbury Sr Citizens_ Select Board acceptance of \$130k for new Sr Center patio construction gas fireplace (5854 :



SUDBURY SELECT BOARD
Tuesday, May 16, 2023

CONSENT CALENDAR ITEM

16: Approve contract to SOCOTEC AE for DPW roof repair

REQUESTOR SECTION

Date of request:

Requestor: Sandra Duran, Combined Facilities Director

Formal Title: Vote to approve award of contract by the Town Manager to SOCOTEC AE Consulting, LLC for design services related to the replacement/repair of the Department of Public works building roof, both shingle and metal, in preparation for installation of solar arrays with the provision that funding is payable in two parts by the Town Manager upon request of the Permanent Building Committee: Part 1, \$24,000 for design phase services inclusive of preparation of construction documents and bidding; Part 2, \$11,000 for construction administration services relative to Article 25 of the 2023 Annual Town Meeting, DPW Roofing Project Funding; and further, upon successful bidding, to approve execution by the Town Manager of a construction contract for the roofing work under Article 25.

Recommendations/Suggested Motion/Vote: Vote to approve award of contract by the Town Manager to SOCOTEC AE Consulting, LLC for design services related to the replacement/repair of the Department of Public works building roof, both shingle and metal, in preparation for installation of solar arrays with the provision that funding is payable in two parts by the Town Manager upon request of the Permanent Building Committee: Part 1, \$24,000 for design phase services inclusive of preparation of construction documents and bidding; Part 2, \$11,000 for construction administration services relative to Article 25 of the 2023 Annual Town Meeting, DPW Roofing Project Funding; and further, upon successful bidding, to approve execution by the Town Manager of a construction contract for the roofing work under Article 25.

Background Information:

Financial impact expected:funding available

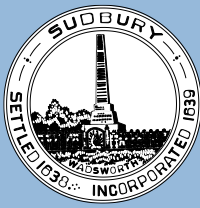
Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

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

05/16/2023 7:00 PM



SUDBURY SELECT BOARD
Tuesday, May 16, 2023

CONSENT CALENDAR ITEM

17: Approve annual or renewal DPW contracts

REQUESTOR SECTION

Date of request:

Requestor: Dan Nason DPW Director

Formal Title: Vote to approve for FY24 the annual or renewal DPW contracts awarded and previously approved for FY23 or to be awarded in FY24 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 FY24 the annual or renewal DPW contracts awarded and previously approved for FY23 or to be awarded in FY24 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>
2024-BIP-1	Townwide Roadway Resurfacing	Calendar Year (1 st Yr)
2024-PRES-3	Townwide Roadway Preservation	Calendar Year (3 rd Yr)
2024-ER-1	Street Sweeping	Calendar Year (1 st Yr)
2024-CM-3	Cemetery Mowing/Lawn and Landscape	Calendar Year (3 rd Yr)
2024-TB-3	Town Building Mowing/Lawn and Landscape	Calendar Year (3 rd Yr)
ENE48	Gasoline	State Contract
ENE47	Diesel Fuel	State Contract
2024-M-1	Borrow Materials	FY24 (1 st Yr)
2024-T-2	Trees & Stumps: Removal & Disposal	FY24 (2 nd Yr)
2024-BM-1	Bituminous Materials	Calendar Year 2024
2024-SLM-1	Street Light Maintenance	Calendar Year 2024 (1st yr of 3)
2024-TLP-2	Traffic Line Painting	Calendar Year (2 nd Yr)
VEH107	Winter Salt	State Contract
2024-SWD-3	Solid Waste Disposal	Fiscal Year (3 rd Yr)
2024-GCCS-1	Granite Curbing & Cement Sidewalks	FY24
2024-SW-1	Stonewalls	FY24

2024-CB-3	Catch Basin Cleaning	Calendar Year (3 rd Yr)
2024-CBA-3	Catch Basin Adjustments	Calendar Year (3 rd Yr)
2024-DS-1	Drainage Structure Rebuilds	Calendar Year (1 st Yr)
2024-TAP-2	Townwide Asphalt Patchwork	Calendar Year (2 nd Yr)
2024-GR-1	Guardrail Replacement	Calendar Year (1 st Yr)
2024-ENV-1	Environmental Services	FY24

Financial impact expected:

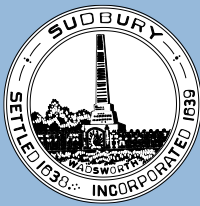
Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

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

05/16/2023 7:00 PM



SUDBURY SELECT BOARD

Tuesday, May 16, 2023

CONSENT CALENDAR ITEM

18: Accept Gift Card Donation to Commission on Disability

REQUESTOR SECTION

Date of request:

Requested by: Leila S. Frank

Formal Title: Vote to accept a donation of a \$100 gift card to the Commission on Disability from Roche Bros. Supermarket to be used for the Commission on Disability 30th Anniversary Celebration at the Goodnow Library on May 21, 2023.

Recommendations/Suggested Motion/Vote: Vote to accept a donation of a \$100 gift card to the Commission on Disability from Roche Bros. Supermarket to be used for the Commission on Disability 30th Anniversary Celebration at the Goodnow Library on May 21, 2023.

Background Information:

On April 7, 1993 the Board of Selectmen made a motion to create a permanent Commission on Disability. In the three decades since, 47 volunteers and 6 Town staff have served to advance the mandates and mission of the COD. All surviving alumni for whom we could find contact information have been invited to this reception along with representatives of the town. Some past members will be present and will provide a window into this history by sharing some of their memories and reflections. The COD hopes that this look back will be inspirational for all, as so many projects and programs are underway now that will expand inclusiveness in the community.

Financial impact expected:\$100 to Commission on Disability

Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

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

05/16/2023 7:00 PM



SUDBURY SELECT BOARD
Tuesday, May 16, 2023

CONSENT CALENDAR ITEM

19: Proclamation Public Works Week May 2023

REQUESTOR SECTION

Date of request:

Requestor: DPW Director Dan Nason

Formal Title: Vote to designate the week of May 21-27, 2023 as National Public Works week in the Town of Sudbury, and to sign a proclamation in that regard, as requested by DPW Director Dan Nason.

Recommendations/Suggested Motion/Vote: Vote to designate the week of May 21-27, 2023 as National Public Works week in the Town of Sudbury, and to sign a proclamation in that regard, as requested by DPW Director Dan Nason.

Background Information:
attached proclamation

Financial impact expected:

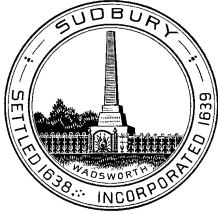
Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

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

05/16/2023 7:00 PM



TOWN OF SUDBURY

Office of Select Board
www.sudbury.ma.us

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

Email: selectboard@sudbury.ma.us

Proclamation

National Public Works Week
May 21–27, 2023
“Connecting the World Through Public Works”

WHEREAS, public works professionals focus on infrastructure, facilities and services that are of vital importance to sustainable and resilient communities and to the public health, high quality of life and well-being of the people of Sudbury, Massachusetts; and,

WHEREAS, these infrastructure, facilities and services could not be provided without the dedicated efforts of public works professionals, who are engineers, managers, and employees at all levels of government and the private sector, who are responsible for rebuilding, improving, and protecting our nation’s transportation, water supply, water treatment and solid waste systems, public buildings, and other structures and facilities essential for our citizens; and,

WHEREAS, it is in the public interest for the citizens, civic leaders and children in Sudbury, Massachusetts to gain knowledge of and to maintain an ongoing interest and understanding of the importance of public works and public works programs in their respective communities; and,

WHEREAS, the year 2023 marks the 63rd annual National Public Works Week sponsored by the American Public Works Association/Canadian Public Works Association be it now,

RESOLVED, We, the Sudbury Select Board, do hereby designate the week May 21–27, 2023 as National Public Works Week; We urge all citizens to join with representatives of the American Public Works Association and government agencies in activities, events, and ceremonies designed to pay tribute to our public works professionals, engineers, managers, and employees and to recognize the substantial contributions they make to protecting our national health, safety, and quality of life.

IN WITNESS WHEREOF, we have hereunto set our hands and signed this 16th day of May in the year two thousand and twenty-three.

SUDBURY SELECT BOARD:

Charles G. Russo
Charles G. Russo, Chair

Janie W. Dretler

Janie W. Dretler

Daniel E. Carty

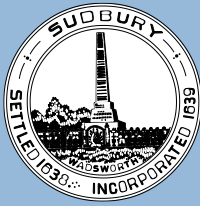
Daniel E. Carty, Member

Jennifer S. Roberts

Jennifer S. Roberts, Member

Lisa V. Kouchakdjian

Lisa Kouchakdjian, Member

**SUDBURY SELECT BOARD**

Tuesday, May 16, 2023

CONSENT CALENDAR ITEM**20: Housing Production Plan contract****REQUESTOR SECTION**

Date of request:

Requestor: Ryan Poteat, CP Coordinator

Formal Title: Vote to authorize the Town Manager to award a contract to JM Goldson LLC to conduct community engagement services as part of the Town's Housing Production Plan update upon the recommendation of the Director of Planning and Community Development and pursuant to Article 32 of the 2021 Annual Town Meeting; and further, to execute any documents relative to said contract.

Recommendations/Suggested Motion/Vote: Vote to authorize the Town Manager to award a contract to JM Goldson LLC to conduct community engagement services as part of the Town's Housing Production Plan update upon the recommendation of the Director of Planning and Community Development and pursuant to Article 32 of the 2021 Annual Town Meeting; and further, to execute any documents relative to said contract.

Background Information:

The Town of Sudbury sought a qualified firm to partner with the Regional Housing Services Office to complete an update of the Town's 2016 Housing Production Plan. Sudbury has long been a desirable residential community because of its natural areas and open spaces, the community's living history, its strong public school system, exceptional volunteerism, and its small-town feel and sense of community. These attractions, as well as the scarcity of available open land, have made Sudbury housing difficult for many to afford. High land prices contribute to ever-increasing housing costs, which make the town unaffordable to those who desire to move into the community, while an increasing tax burden makes it unaffordable for those who currently reside in the community. For many years now, the Town has worked to address these issues with the hope of preserving economic and social diversity, along with creating more diverse housing stock to promote a greater variety of housing options. Sudbury has committed to supporting and creating affordable housing solutions which respect the historic and natural character of the community. The Town is also increasingly aware of the need to consider smart growth opportunities and environmentally sustainable solutions in all of its projects. The selected consultant is expected to provide community engagement services and overall document management working with the Regional Housing Services Office staff, who will be responsible for completing the needs assessment for the Housing Production Plan.

JM Goldson LLC has been identified as the recommended consultant for this project by the Planning and Community Development Department. JM Goldson is an award-winning community planning consulting firm based in Boston, Massachusetts. The team at JM Goldson specializes in comprehensive master planning, strategic planning, Housing Production Plans, Housing Trust Action Plans, community preservation, land use, community engagement, and GIS mapping and spatial analysis.

Financial impact expected: The total cost of this Housing Production Plan update project is \$44,500. The services of JM Goldson LLC will cost \$31,500 and the services of the Regional Housing Services Office,

who is also assisting with this project, will cost \$13,000. Article 32 of the 2021 Annual Town Meeting allocated \$36,000 of Community Preservation Act funds to complete this project. The additional \$8,500 will come from a combination of the Planning and Community Development’s budget (Consultant Services Fund) and the Housing Trust, if needed.

Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

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

05/16/2023 7:00 PM

Town of Sudbury, Massachusetts

REQUEST FOR PROPOSALS

Community Engagement Services for Housing Production Plan Update

DATE OF ADVERTISEMENT:

Friday, February 17, 2023

SUBMISSIONS DUE:

Monday, March 20, 2023 at 12:30 PM

Late Submissions Will Be Rejected

DELIVER COMPLETED SUBMISSIONS TO:

Town of Sudbury
Planning and Community Development Department
278 Old Sudbury Road
Sudbury, MA 01776

For further information, please contact:

Adam L. Duchesneau, AICP
Director of Planning and Community Development
Town of Sudbury
978-639-3387 or DuchesneauA@sudbury.ma.us

REQUEST FOR PROPOSALS

Community Engagement Services for Housing Production Plan Update

I. Background

The Town of Sudbury, Massachusetts is seeking a qualified firm to partner with the Regional Housing Services Office (RHSO) to complete an update to the Town's 2016 Housing Production Plan (HPP).

Sudbury has long been a desirable residential community because of its natural areas and open spaces, the community's living history, its strong public school system, exceptional volunteerism, and its small-town feel and sense of community. These attractions, as well as the scarcity of available open land, have made Sudbury housing difficult for many to afford. High land prices contribute to ever-increasing housing costs, which make the town unaffordable to those who desire to move into the community, while an increasing tax burden makes it unaffordable for those who currently reside in the community. For many years now, the Town has worked to address these issues with the hope of preserving economic and social diversity, along with creating more diverse housing stock to promote a greater variety of housing options. Sudbury has committed to supporting and creating affordable housing solutions which respect the historic and natural character of the community. The Town is also increasingly aware of the need to consider smart growth opportunities and environmentally sustainable solutions in all of its projects.

Consultants will be expected to provide community engagement services and overall document management working with the RHSO staff, who will be responsible for completing the needs assessment for the HPP.

The full scope of the entire project consists of an analysis of constraints to housing development, community engagement services, development of housing goals and strategies, and compilation of the final Housing Production Plan document. The RHSO would provide services to update the analysis of constraints to housing development and comprehensive housing needs assessment component.

The Town will be funding the Housing Production Plan update with Community Preservation Act funds approved at the May 2021 Annual Town Meeting.

A copy of the Department of Housing and Community Development (DHCD) approved 2016 Housing Production Plan is available on the State's website and will be made available upon request.

II. Scope of Services

The scope of the services for this Request for Proposals (RFP) consists of community engagement services that provide the framework and support for the development of housing goals and strategies for the compilation of the updated Housing Production Plan document. The RHSO will provide services to update the comprehensive housing needs assessment component.

The Consultant will be expected to assist in developing the updated HPP which outlines the community's current and future housing needs, and identifies the community's strategy for planning and developing more affordable housing.

The updated HPP should incorporate the status of current housing options and existing housing conditions, existing and projected demographic information (over the next ten years), development constraints and opportunities, and implementation capacity and resources, conforming to 760 CMR 56.03

(4) and the Guidelines (2014) set forth by the DHCD at the following link:
<https://www.mass.gov/files/documents/2017/12/22/hppguidelines.pdf> .

The proposal shall demonstrate the individual or firm has:

1. Proven experience with leading community engagement projects for housing plans, including workshops, focus groups, and survey administration;
2. Prior experience in the Minuteman Advisory Group on Interlocal Coordination (MAGIC) subregion of the Metropolitan Area Planning Council (MAPC), with previous work experience for or within the Town of Sudbury being most advantageous; and
3. Prior experience partnering with another organization on HPP preparation.

The Town seeks an engagement process that captures community input from a wide cross-section of stakeholders, and develops housing goals and strategies that respond to the HPP requirements established by the state's Department of Housing and Community Development.

The HPP shall identify obstacles and opportunities to developing affordable housing in Sudbury, including recommendations to overcome those obstacles and a map of possible housing development sites. The HPP shall consider the Town's current zoning and other local bylaws to identify possible amendments, as well as town-owned properties, which could help encourage redevelopment and a range of housing options that can help meet the needs of the local workforce, families, the elderly, and the disabled.

The HPP will integrate the findings of the housing needs assessment developed by the RHSO, along with community feedback compiled from workshops, focus groups, and a web-based survey (as well as any additional outreach mechanisms that may be identified and recommended by the responding Consultant). Based on the local housing needs and priorities that emerge from this process, the team will draft goals and strategies that can be implemented over the next five (5) years, including:

- Identification of sites for possible Local Initiative Program (LIP) and Chapter 40B development, including Town-owned land;
- Proposed amendments to local bylaws and zoning ordinances to support housing;
- Implementation strategies that indicate potential funding sources and responsible parties; and
- Prioritization of strategies, including a proposed timeline to help maintain "Safe Harbor".

The goals and strategies in the HPP shall address the matters set out in the State's DHCD's guidelines, including:

- A mix of types of housing, consistent with local and regional needs and feasible within the housing market in which they will be situated, including rental, homeownership, and other occupancy arrangements, if any, for families, individuals, persons with special needs, and the elderly;
- Plans to maintain Sudbury's "safe harbor" through 2030, including numerical goals (numerator) and development estimates (denominator);
- The identification of zoning districts or geographic areas in which the municipality proposes to modify current regulations for the purposes of creating Subsidized Housing Inventory (SHI) Eligible Housing developments to meet its housing production goal;
- Characteristics of proposed residential or mixed-use developments that would be preferred by the municipality (examples might include cluster developments, adaptive re-use, transit-oriented housing, mixed-use development, inclusionary housing, etc.);

- Municipally-owned parcels for which the municipality might issue requests for proposals to develop SHI Eligible Housing; and/or
- Participation in regional collaborations addressing housing development.

For the Community Engagement Services component, which is the focus of this RFP, the Town requires:

1. A web-based community survey.
2. A minimum of two (2) focus groups to supplement the findings from the survey process. The two (2) focus group meetings will be geared towards: 1) housing advocates and service providers and; 2) local developers, real estate brokers, and bankers.
3. Two (2) community forums or workshops – one (1) in-person or hybrid, and one (1) virtual.
4. Up to ten (10) meetings with the to-be-formed HPP Steering Committee, and attendance and presentation for final adoption by the Planning Board and Select Board.

Town staff will be available to assist with community outreach efforts and with GIS mapping tasks as needed.

III. Project Deliverables (Shall Include)

1. Compilation and analysis of the results from the web-based community survey, and the development of findings from the results.
2. A report regarding the findings from the minimum of two (2) focus groups and the community forums or workshops which can be incorporated into the Housing Production Plan.
3. A draft Housing Production Plan meeting the DHCD requirements outlined under the Scope of Services above.
4. A final Housing Production Plan meeting the DHCD requirements outlined under the Scope of Services above.

Deliverables shall be provided in digital (PDF) form and shall include formats (PowerPoint) suitable for public presentations.

IV. Proposal Submission Requirements and Deadline

- A. Letter of Transmittal – Should be signed by the individual authorized to negotiate for and contractually bind the proposer. The letter must state the offer is effective for at least sixty (60) days from the submission of the proposal or until it is formally withdrawn, or a contract is executed, or this RFP is cancelled. The proposal shall also disclose any potential conflict of interest.
- B. Qualifications – Describe the Consultant(s) and the proposer’s ability to successfully undertake the project technically, financially, and managerially. Include descriptions of similar work conducted elsewhere. If a team approach is proposed, indicate how the members have worked together on previous engagements.
- C. Methodology – Clearly describe the general work plan and methodology you would use to fulfill the Scope of Services. Include the range of outreach techniques to be utilized to engage the community.
- D. Staffing – Describe the Consultant(s) with the roles and responsibilities of each team member identified. Include capabilities of the proposed firm or individuals. Provide resumes and highlight staff members who will be directly involved in the project. Include experience in preparing community demographics, market needs assessments, and housing analysis.

- E. Project Timetable – The goal is to complete the Housing Production Plan update by January 2024 in order to submit the completed document for certification.
- F. Deliverable – Assist in delivering the draft Housing Production Plan update at a point in the project to be determined (but no later than January 15, 2024) and the Final Housing Production Plan at the completion of the contract. Consultant should also be available to meet with Town staff to review the draft as outlined in the Scope of Services.
- G. Additional Tasks – Identify any additional products, meetings, or recommendations that have not been specified in the Scope of Services but may be necessary to complete the project as defined.
- H. Budget – The estimated overall project budget is to be determined. The budget should delineate the cost for each of the following:
- a) Personnel – Provide hourly rate for each individual who will work on the project.
 - b) Deliverables – As outlined in your work plan.
 - c) Travel Cost – If any.
 - d) Administrative Costs – Copies of reports, photographs, presentation boards, etc.
- I. References – The municipality/firm name, contact person, telephone number, and work description of all the projects for which the proposer has performed services similar to those described in the scope of work in the last five (5) years.
- J. Submission Deadline – **Consultants must submit two (2) hard copies and one (1) digital (PDF) of the technical proposal, which shall include a price proposal, by:**

Monday, March 20, 2023 at 12:30 PM to the attention of Adam Duchesneau, Director of Planning and Community Development, 278 Old Sudbury Road, Sudbury, MA 01776.

Proposals that are faxed or late will not be accepted.

The main envelope should be clearly marked PROPOSAL – Housing Production Plan Update with CONSULTANT NAME: _____

Included in the main envelope should be the Price Proposal Form, any associated price proposal documents, and all other requested materials (including the Certification of Non-Collusion and the Certification of Tax Compliance).

V. Evaluation Criteria

Each proposal will be evaluated on the following criteria. A Review Committee will determine whether the proposer's response to a specific criterion is Highly Advantageous, Advantageous, Not Advantageous, or Unacceptable.

1. Number of years the proposer has been in operation,
2. Professional qualifications of staff who will work on the project (please include resumes of the project staff),
3. Experience in projects of similar size and scope (include the name of the entity, contact name, and telephone number for at least three (3) similar projects completed in the past five (5) years),
4. Ability to complete the previous project on budget and on time,

5. Commitment to complete this project in the specified time frame by providing information on your current work load,
6. Quality of proposal, and
7. References (must include all references which should be from individuals/firms/government entities that have hired the proposer for projects with a similar size and scope as this project conducted during the last five (5) years).

VI. Rule for Award

The Town of Sudbury will determine the most advantageous proposal from a responsible and responsive vendor by taking into consideration price and all evaluation criteria set forth in the RFP. A Review Committee will review and rank the proposals submitted in terms of their responses to the evaluation criteria. Then, the top two to four responses will be interviewed by telephone or Zoom. The Review Committee will then select a Consultant based upon all of the submitted information and the evaluation criteria.

The evaluation criteria are discussed in section V. Evaluation Criteria of the RFP.

The Town of Sudbury reserves the right to make any inquiries about the vendor to facilitate this process.

In these matters, the judgment of the Town will be binding, conclusive, and final.

Contract award will be made within sixty (60) calendar days after the date for receiving proposals. Proposals may not be withdrawn within that time except as provided by M.G.L. Chapter 30B.

VII. Town's Right to Reject Proposals

The Town of Sudbury reserves the right to reject any or all proposals if it is in the Town's interest to do so.

The Town may consider informal any proposal not prepared and submitted in accordance with the provisions hereof and may waive any informality or reject any and all bids, should the Town deem it to be in the Town's interest.

The Town may also reject proposals which in its sole judgment are incomplete, conditional, obscure, or not responsive or which contain additions not called for, erasures not properly initialed, or alterations or similar irregularities, or the Town may waive such omissions, conditions, or irregularities, if considered minor.

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under the penalties of perjury that this proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

The undersigned, by submittal of this Proposal, agrees, should the undersigned become the successful proposer, to all of the terms of the RFP specifications and accepts these terms as incorporated in a contract with the Town.

Name of Person Signing Proposal

Title

Name of Business

Business Address: _____

City, State, and Zip Code: _____

Telephone Number: _____ Fax Number: _____

Email Address: _____

Date: _____

Signature

Attachment20.a: HPP RFP Community Engagement Services - Sudbury 230216 (5869 : Housing Production Plan contract)

CERTIFICATION OF TAX COMPLIANCE

I certify, under the penalties of perjury, that the below mentioned firm or person, to my best knowledge and belief, has complied with all the laws of the Commonwealth relating to taxes.

NAME/FIRM: _____

ADDRESS: _____

TELEPHONE: _____ DATE: _____

SIGNATURE OF AUTHORIZED OFFICIAL: _____

TITLE: _____

SOCIAL SECURITY or FEDERAL IDENTIFICATION #: _____

Approval of a contract, or other agreement, will not be granted unless the Applicant signs this certification form.

Your Social Security number or Federal Identification number will be furnished to the Massachusetts Department of Revenue (DOR) to determine whether you have met tax filing or tax payment obligations. The Town is required to furnish a list to the DOR at the end of its fiscal year, showing the vendors to whom more than \$5,000 is paid during the 12 months, ending June 30. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended. This request is made under the authority of Massachusetts General Laws, Chapter 62C, Section 49a.

Attachment 20.a: HPP RFP Community Engagement Services - Sudbury 230216 (5869 : Housing Production Plan contract)

PRICE PROPOSAL FORM

Base Bid:

State the Proposal Price in Numbers: _____

State the Proposal Price in Words:

Include a breakdown of itemized costs for each of the tasks as outlined in your work plan on a fixed fee basis. The budget should also delineate the cost for each of the following:

- Personnel – Provide the hourly rate for each individual who will work on the project.
- Deliverables – As outlined in your work plan.
- Travel Cost – If any.
- Administrative Costs – Copies of reports, photographs, presentation boards, etc.

NAME/FIRM: _____

ADDRESS: _____

TELEPHONE: _____ DATE: _____

EMAIL: _____

SIGNATURE OF AUTHORIZED OFFICIAL: _____

TITLE: _____

Housing Production Plan - Request For Proposals Evaluation 2023

The contract will be awarded, if at all, to the proposer offering the most advantageous proposal, taking into consideration responsiveness to Town requirements, other comparative evaluation criteria, and price.

Ratings of Highly Advantageous "HA" = 2; Advantageous "A" = 1; Not Advantageous "NA" = 0; and Unacceptable "U" = -1, will be given to each of the following criteria for each proposer.

Each of the Highly Advantageous (HA) criteria met gets 2 points. Advantageous (A) criteria met gets 1 point. Not Advantages (NA) criteria met gets 0 points. Unacceptable (U) criteria met get -1 points. If HA is met, then do not award additional points (skip to the next Evaluation Criteria).

Firm/Consultant: JM Goldson LLC

Reviewer: Robert Hummel, Vice Chair of the Sudbury Housing Trust

Reviewer: Liz Rust, Director of the Regional Housing Services Office (RHSO)

Reviewer: Ryan Poteat, Community Preservation Coordinator

Price Proposal: \$31,430

Comments:

General

39/42 Total Points

Strengths

Qualified Consultant

Questions Concerns

Would recommend selecting JM Goldson

Hummel Score	Poteat Score	Rust Score	Number of Years the Proposer has been in Operation
2	2	2	More than ten years
			Five to ten years
			Six months to five years
			Zero to six months
			Professional Qualifications of Staff who will work on the Project
	2	2	The staff has a very high level of qualifications with members who have diverse and relevant expertise
1			The staff has relevant qualifications with some members who have diverse and relevant expertise
			The staff has few relevant qualifications with few members who have diverse and relevant expertise
			The staff does not have any relevant qualifications or any members who have diverse and relevant expertise
			Experience in Projects of Similar Size and Scope
	2	2	More than ten projects
1			Five to ten projects
			Two to five Project
			Zero to projects
			Ability to Complete the Previous Project on Budget and on Time
2	2	2	The proposer has always kept projects on budget and on time
			The proposer usually keeps projects on budget and on time, but sometimes goes over
			The proposer has frequently had projects go over budget and over on time
			The proposer has never kept a project on budget or completed a project on time
			Commitment to Complete this Project in the Specified Time Frame by Providing Information on Current Work Load
2	2		The proposer seems highly committed, and has the time and staffing needed to complete the project on time
		1	The proposer seems committed and may be able to complete the project on time, but has other simultaneous projects occurring
			The proposer seems to have minimal time and few staff members to complete the project on time
			The proposer does not have the time or staff to confidently complete the project on time
			Quality of Proposal
2	2	2	The proposal was detailed and covered all areas of the project, and the proposer had a very good understanding of the project
			The proposal was adequate but did not cover all areas of the project, but the proposer had a fairly good understanding of the project
			The proposal did not cover all areas of the project or the proposer did not have a good understanding of the project
			The proposal did not cover any areas of the project or the proposer did not understand the project
			References
2	2	2	The proposer provided several quality references with many positive experiences
			The proposer provided some good references with some positive experiences, but not all
			The proposer provided very few references or very few of the references were confident in the proposer
			The proposer did not provide any references
12	14	13	Total Score
			39

Attachment 20.b: Housing Production Plan RFP Proposal Evaluation Score 230508 (5869 : Housing Production Plan contract)

J M GOLDSON

EMPOWERING PEOPLE — CREATING COMMUNITY

15 March 2023

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

RE: Technical proposal for professional consultant services to complete community engagement services as part of Sudbury's Housing Production Plan Update

Dear Adam and Selection Committee Members:

In response to the Request for Proposals for the Housing Production Plan (HPP) update, we are pleased to submit our proposal to provide consulting services.

JM Goldson is an award-winning community planning consulting firm based in Boston, MA. After a decade serving as a community planner in the public sector, I founded JM Goldson in 2006. Our team at JM Goldson specializes in comprehensive master planning, strategic planning, Housing Production Plans, housing trust action plans, community preservation, land use, community engagement, and GIS mapping and spatial analysis.

Our team takes great pride in working closely and collaboratively with our client communities to create data-driven and thoughtful plans that help cultivate healthy, equitable, inclusive communities. We were honored to have led the Winchester Master Plan project, which earned the MA-APA 2020 Outstanding Comprehensive Master Planning Award for its high quality and creativity.

Just in the past six years, our team has completed about 60 housing plans and needs assessments including 26 HPPs. Among housing plans we've completed recently are plans for Concord, Acton, Weston, and Bedford that we worked on in collaboration with the Regional Housing Services Office (RHSO). We also worked with the RHSO on the most recent Sudbury HPP. My team and I would be delighted to work with Sudbury and the RHSO again to update the Sudbury HPP.

We have provided a complete submission per the requirements of the RFP. Our offer is effective for sixty (60) days from submitting this proposal, or until it is formally withdrawn, a contract is executed, or this RFP is canceled. I know of no conflicts of interest regarding the provision of consulting services for the Town of Sudbury for this project.

If you need additional information or have any questions, please don't hesitate to contact me at Jennifer@jmgoldson.com or our Senior Community Planner for Housing and Equity, Beverly Mesa-Zendt at beverly@jmgoldson.com. We look forward to hearing from you.

Sincerely,



Jennifer M. Goldson, AICP
 Founder and Managing Director

QUALIFICATIONS & STAFFING

JM Goldson's team, led by professional planner and founder, Jenn Goldson, strives for excellence and creativity in planning to harness opportunities for transformative change and social equity.

"Jenn is very accomplished working with communities on the sensitive issue of affordable housing. She is very patient with the various stakeholders, which often have disparate needs." – Client Response from JM Goldson's Annual Client Satisfaction Survey, February 2021

Jenn Goldson, AICP, Founder and Managing Director (Project Leader)

Jenn brings over 25 years of professional expertise to JM Goldson that includes work in comprehensive planning, affordable housing, historic preservation, open space conservation, and community engagement. Jenn worked in the public sector as a land use and long-range planner for the Town of Brookline and the community preservation program manager for the City of Newton prior to forming JM Goldson in 2006.

Throughout her career, Jenn has focused on creating great communities that balance preservation and development. She is committed to advancing forward-thinking visions that promote greater diversity, equity, and social justice in communities – for the benefit of all.

Jenn completed a Bachelor of Science in Historic Preservation from Roger Williams University and a Master of Community Planning from the University of Rhode Island. She is certified by the American Institute of Certified Planners. Jennifer's AICP certification can be furnished upon request.

Beverly Mesa-Zendt, AICP, Senior Community Planner (Project Manager)

Beverly is a certified professional planner with over 18 years' experience developing and implementing long-range plans, large and small area plans, housing plans, and zoning and subdivision regulations. Beverly has managed development review for communities in Texas, Washington, and New Hampshire and has overseen small and large teams in the implementation of complex regulatory amendments and process improvements. Beverly holds a bachelor's degree in political science from the University of Texas El Paso and a master's degree in public administration from the University of New Hampshire.

Kadineyse Paz, Community Planning Analyst

Kadineyse Paz is a policy professional with more than seven years of experience working in her hometown of Boston. Kadineyse specializes in research and analysis, including GIS and spatial analysis. She holds a BA from Bryn Mawr College and is currently completing her Public Policy master's degree from Tufts University as a Neighborhood Fellow and is a fluent Spanish speaker.

Elana Zabar, Community Planner & Community Engagement Specialist

Elana is a community engagement specialist and community planner. She has experience working with diverse populations and incorporating universal design principles. Elana holds a dual bachelor's degree in Community & Environmental Planning and Sustainability as well as a master's degree in Community Engagement.

METHODOLOGY

JM Goldson LLC is pleased to present this proposal to provide professional planning services to assist the Town of Sudbury in developing its Housing Production Plan (HPP). We will design an engagement process that captures community input from a wide cross-section of stakeholders and develop housing goals and strategies that respond to the HPP requirements established by the Massachusetts Department of Housing and Community Development.

The Housing Production Plan will identify obstacles and opportunities to developing affordable housing in Sudbury, including recommendations to overcome those obstacles and a map of possible housing development sites. Our team will consider the Town's current zoning and other local bylaws to identify possible amendments, as well as town-owned properties and other opportunities, which could help encourage redevelopment and a range of housing options that can help meet the needs of the local workforce, families, and the elderly and disabled.

The HPP will integrate the findings of the Housing Needs Assessment developed by RHSO, along with community feedback compiled from workshops, focus groups, and a web-based survey. Note that our proposed scope does not include preparing a development constraints analysis - the RFP indicated that the RHSO would provide the development constraints analysis. The scope does not include mapping analysis other than one or two maps illustrating recommended geographic strategies (e.g., sites for possible LIP and 40B development; proposed zoning amendments, as relevant).

Based on the local housing needs and priorities that emerge from this process, the team will draft goals and strategies that can be implemented over the next five years, including:

- Sites for possible LIP and 40B development, including town-owned land
- Proposed amendments to local by-laws and zoning ordinances to support housing
- Implementation strategies that indicate potential funding sources and responsible parties
- Prioritization of strategies, including a proposed timeline to help maintain Safe Harbor

The scope of work will include all the tasks described in the RFP, with no exceptions, including overall document management to compile the full plan report with uniform formatting. The following section outlines our proposed strategy for community engagement.

Community Engagement Strategy

JM Goldson's team can confidently provide an inclusive engagement process—using our effective outreach approach, with support from the HPP Steering Committee and town staff, to seek diverse and meaningful participation through meetings and other forms of input. JM Goldson is known for our extensive experience developing community engagement plans that utilize a wide variety of community workshop tools, including digital group polling; best practices for group facilitation and decision-making techniques; key person and stakeholder group interviews; online and paper surveys; and other tools including online engagement platforms which host and manage online conversations.

PROJECT TIMETABLE AND DELIVERABLE

Our proposed timetable to ensure project completion as anticipated by the RFP is proposed below with HPP completion and submission to DHCD no later than January 15, 2024. This schedule is contingent on contract execution and notice to proceed no later than April 20, 2023.

TASKS	MAY				JUN				JUL					AUG				SEP				OCT					NOV				DEC									
	W1	W2	W3	W4	W1	W2	W3	W4	W1	W2	W3	W4	W5	W1	W2	W3	W4	W1	W2	W3	W4	W1	W2	W3	W4	W5	W1	W2	W3	W4	W1	W2	W3	W4	W1	W2	W3	W4	W5	
1. REVIEW BACKGROUND INFO																																								
2. COMMUNITY ENGAGEMENT (A. Survey, B. 2 focus groups, C. 2 forums)							C		B	B		A						C																						
3. GOALS & STRATEGIES CHAPTER AND COMPILATION OF DRAFT REPORT (A. First draft, B. Second draft, C. Final draft)																						A							B								C			
4. 10 STEERING COMMITTEES & 1 PB/SB JOINT PRESENTATION (1. includes a community tour)			1			2			3		4			5				6				7					8				9			10			11			
5. PROJECT MANAGEMENT WITH 6 PROJECT TEAM CHECK-INS	1						2							3						4					5						6									

DETAILED SCOPE DESCRIPTION

Scope of Work	
1	Review background information (relevant current plans, studies, SHI and recent development/pipeline information, CPA housing expenditures, and other relevant information); Review draft housing needs assessment prepared by RHSO and provide feedback.
2	Coordinate and facilitate community engagement including an online survey, two virtual focus groups (led by Community Engagement Specialist (CES)), two public forums (assuming one virtual and one hybrid – in-person and virtual; in-person facilitated by Founder & Managing Director (FMD), PM; and CES; virtual facilitated by PM & CES). This task includes preparation of all materials, including outreach materials (social media graphics, flyer, and press release), engagement activities and worksheets, and compilation of engagement results and preparation of engagement summaries. It also is inclusive of printing expenses for one in-person forum.
3	Manage compilation of draft plan report with uniform formatting. Prepare draft goals and strategies chapter and associated map(s) (up to two maps), up to two rounds of revisions. Final plan deliverable in PDF.
4	Up to 10 steering committee meetings and one joint meeting of the Planning Board (PB) and Select Board (SB) (assume 9 meetings are remote participation/hybrid; the first meeting is in-person and includes a community tour paired on the same day; the PB/SB meeting in-person). (PM to attend up to 11 meetings; FMD to attend up to four meetings).
5	Project management and coordination including up to 6 project team 30-minute check-in virtual meetings/calls, scheduling communications, and the like. (PM to attend up to 11 project check-ins)

FIRM PROFILE AND RESUMES



FIRM PROFILE

Founded in 2006, JM Goldson community preservation + planning assembles a team of professional planners to provide communities with a balanced approach to community preservation and planning. JM Goldson provides expertise in community visioning, historic preservation, community preservation, and affordable housing as well as a renowned approach for facilitating highly-interactive public engagement.

JM Goldson has a strong track record assisting communities with community visioning, master planning, community preservation act implementation and planning, and affordable housing planning, including Community Vision Plans, Housing Production Plans, Housing Needs Assessments, Community Preservation Plans, Affordable Housing Trust Action Plans, Slums and Blight Surveys, and Historic Resource Inventories.

JM Goldson's founder, Jennifer M. Goldson, AICP, is the principal author of multiple guidebooks published by the Massachusetts Housing Partnership including the Community Preservation Act and Affordable Housing guidebook, Create, preserve, support (2016), the Municipal Affordable Housing Trust Implementation Manual (2015), and the award-winning Municipal Affordable Housing Trust Guidebook (2009).

Located in Boston, JM Goldson's work represents a wide range of projects tailored to best meet the individual needs of client communities. The firm's clientele includes a mix of public- and private-sector clients.

e: JENNIFER@JMGOLDSON.COM p: 617-221-4003 w: JMGOLDSON.COM

JENN M. GOLDSON

AICP, FOUNDER



Jenn M. Goldson, a certified professional planner, formed JM Goldson community preservation + planning in 2006 to help communities create successful community visions and master plans, community preservation programs, and address affordable housing needs. Her 25+ year professional background blends

affordable housing policy, comprehensive and master planning, historic preservation, open space conservation, community engagement, and implementation of the Massachusetts Community Preservation Act. Jenn is certified by the American Institute of Certified Planners and is a member of the International Association of Facilitators.

JM Goldson provides client communities with a balanced approach to planning. JM Goldson's approach focuses on protecting community assets and enhancing housing choice in ways that are compatible with other community and regional goals. JM Goldson is known for facilitating highly-interactive public engagement and customizing services to best meet client communities' needs.

JM Goldson has a strong track record assisting communities with community visioning and master planning, community preservation, and affordable housing planning and implementation, including Community Vision Plans, Housing Production Plans, Housing Needs Assessments, Community Preservation Plans, and Affordable Housing Trust Action Plans. Jenn is the primary author of Massachusetts Housing Partnership's (MHP) *Municipal Affordable Housing Trust Guidebook*, which earned the 2010 Outstanding Planning Award from the Massachusetts Chapter of the American Planning Association.

Jenn is also the primary author of MHP's *Municipal Affordable Housing Trust Implementation Manual*, released in November 2015, and the updated MHP and CHAPA *Community Preservation and Affordable Housing Guidebook Create, preserve, support*, released in early 2016.

Among JM Goldson's current and former Massachusetts municipal clients are Acton, Agawam, Amherst, Arlington, Barnstable, Brewster, Bridgewater, Brookline, Chelsea, Concord, Dunstable, Eastham, Easton, Framingham, Hopkinton, Grafton, Manchester-by-the-Sea, Medfield, Medford, Medway, Middleborough, Norwood, Pelham, Salem, Sharon, Stockbridge, Stoughton, Somerville, Southborough, Sudbury, Townsend, West Bridgewater, Weston, Westford, Westport, Williamstown, and Winchester.

In 2008, Jenn was the primary author of the Community Preservation Coalition's CPA Update, a monthly email-newsletter subscribed to by Community Preservation Committees across the state.

Prior to forming JM Goldson, Jenn managed the City of Newton's Community Preservation program, one of the first and largest CPA programs in Massachusetts. Under her management, Newton's CPA program funded over \$12 million in community housing, open space, recreation, and historic preservation projects, including the city's purchase of Angino Farm, the last farm in Newton, and Kessler Woods. Working with the city from inception of the CPA program, she established and administered a clear and effective evaluation and review process that the Community Preservation Committee relied on to select projects in highly competitive funding rounds.



As project manager for the Town of Brookline's comprehensive planning initiative, Jenn worked closely with the Comprehensive Plan Committee, town officials, and neighborhood groups to identify issues and opportunities in the areas of affordable housing, parks and open space, historic preservation, transportation, economic development, and community facilities. Jenn was primary author of The Brookline Plan: Program & Progress, a document culminating the first phase of the comprehensive planning process.

In addition to her experience in local government, Jenn has extensive experience in the private sector. She was a preservation planner for the Newport Collaborative Architects, a full-service architecture and planning firm in Newport, Rhode Island, where she prepared community visioning and master plans. She also developed town-wide historic resource surveys for the Connecticut Historical Commission and prepared historic tax credit applications for rehabilitation projects in Rhode Island. Prior to that, Jenn was a preservation research associate for the Conservation Technology Group in Newport, a firm specializing in the conservation of historic sites, architecture, and monuments.

Jenn earned a Master's degree in Community Planning from the University of Rhode Island and a BS in Historic Preservation with a minor in Architecture from Roger Williams University. She was editor of the New England Planning Newsletter and served on the Board of the Massachusetts chapter of the American Planning Association.

In her hometown, Jenn served as vice president of the Roslindale Village Main Street (RVMS) Board of Directors, co-chair of the RVMS Design Committee, and was appointed by Mayor Menino as a member of the Roslindale Advisory Group for Strategic Planning & Rezoning. She was recognized by Mayor Menino for her contributions to the RVMS Design Committee as volunteer of the year.



BEVERLY MESA-ZENDT

AICP, SENIOR COMMUNITY PLANNER



Beverly is a certified professional planner with over 18 years' experience developing and implementing long-range plans, small area plans, housing plans, and zoning and subdivision regulations. Beverly has managed development review for communities in Texas, Washington, and New Hampshire and has overseen

small and large teams in the implementation of complex code amendments and process improvements. As a Senior Community Planner, Beverly manages and coordinates multiple planning projects including comprehensive plans, housing plans, and regulatory amendments. Beverly's experience in municipal and county government brings a practitioner's perspective to plan development resulting in implementable plans that help advance the community vision.

Beverly served as the Deputy Director of Planning in Redmond Washington and Island County Washington before coming to New England to serve as the Planning Director for Portsmouth Washington. In Redmond, Beverly was responsible for all long-range planning initiatives including managing all affordable housing planning and implementation, human services strategic planning, and the development of the state mandated periodic update of the Comprehensive Plan (Redmond 2050). Beverly served on the King County (Seattle Metro) Interjurisdictional Team and provided staff support to the King County Affordable Housing Committee and the King County Growth Management Planning Council.

In Island County Washington, Beverly was responsible for regulatory amendments, comprehensive planning, the development of a Housing Action Plan, critical areas (environmentally sensitive) regulatory updates, and sea-level rise planning. In 2019, three projects under Beverly's supervision were recognized by the State of Washington with planning awards including a Governor's Smart Housing Strategies Award, a Governor's Smart Community Award, and a Washington State American Planning Association award. Beverly has been invited to speak on sea-level rise planning and public engagement at the APA

Washington Annual Conference (2018-2019).

In Texas, Beverly oversaw the development and implementation of preservation plans and downtown revitalization in two cities. There she managed development review, historic resources surveys, preservation planning, downtown revitalization initiatives, and preservation planning for Killeen Texas, a Certified Local Government community. Beverly has helped communities develop and submit successful grant applications to the National Trust for Historic Preservation, the Texas Downtown Association, the Texas Department of Transportation, Washington Department of Commerce, the Texas Historical Commission, and New Hampshire Housing.

Beverly holds a Bachelor's degree in Political Science from University of Texas El Paso and a Master's degree in Public Administration from the University of New Hampshire.



KADINEYSE PAZ

COMMUNITY PLANNING ANALYST



Kadineyse is a policy professional with experience in housing, education, and environmental justice. She is a Boston native passionate about working from a social change and equity lens, a mission she's pursued since advocating for equitable policies in housing and environment as a college intern. Through her work, she has continued to seek partnering with other zealous change-makers. As newly joined Community Planning Analyst with JM Goldson, Kadineyse will be working to support multiple planning projects including community visioning, housing plans, and community preservation plans. Kadineyse works to develop comprehensive community planning data and analysis reports.

Before joining the JM Goldson team, Kadineyse advocated locally and statewide to address health and housing issues. She's collaborated nationwide to leverage the work of non-profits, led community meetings for campaigns, and advocated for the organization's goals at rallies, on television, newspapers, and classrooms. At Clean Water Action, a nationwide environmental advocacy organization, she advocated for environmental health policies like the Children and Firefighters Protection Act signed into law in 2021, as well as worked with community to educate and pass legislation that protects us from harmful chemicals found in personal use and children's products.

While working at the Boston Tenant Coalition, a local housing rights and policies advocacy non-profit, she used her coalition's collective action and data to strengthen housing campaigns like the Inclusionary Development Policy, codified in 2021. Other policies she's collaborated on were the Just-Cause Eviction legislation, and the Assessment of Fair Housing within the Affirmatively Furthering Fair Housing Policy (AFFH). Kadineyse and her peers coordinated with city officials and departments to create a more equitable and collaborative process for the AFFH and embed it into city zoning.

After her work in advocacy Kadineyse worked as a Dean of Enrichment at Codman Academy where she leveraged resources and collaborated with team members to create fulfilling, fun, and relevant enrichment opportunities for their student body. Recently, Kadineyse was Family-Led Stability Initiative Program Manager at Boston's Higher Ground which collaborated with city and state departments, and non-profits to house homeless families and students in the Boston Public School system. By using data to tell a story of their work and progress with families, the organization was successful in creating partnerships that helped progress their mission and connect families to life changing resources. Her leadership skills earned her a spot as a Posse Scholarship recipient, a full-tuition scholarship to an elite undergraduate college.

Her community advocacy and organizing work earned her the CHAPA Fair Housing Open Door Champions Award in 2021, and a Fellowship at Tufts University in their Master of Public Policy Program in 2022. Kadineyse hopes to lift community voices by creating more community-centered, equitable, and just policies.

Kadineyse holds a Bachelor of Arts degree in Growth and Structure of Cities from Bryn Mawr College with a minor in Environmental Studies and is currently completing a Master of Arts degree from Tufts University in their Public Policy program.

She is fluent in both English and Spanish.

ELANA ZABAR

COMMUNITY PLANNING AND COMMUNITY ENGAGEMENT SPECIALIST



Elana Zabar is a community engagement specialist and planner who recently joined the JM Goldson team. As Community Planner I, Elana supports multiple planning projects including community visioning, housing plans, and community preservation plans. Elana works to develop comprehensive community

engagement plans and assists communities in reaching their most vulnerable populations. Elana's experience includes community inclusion and belonging, promoting universal design principles, placemaking, and sustainability.

Before joining the JM Goldson team, Elana served as the Community Engagement Fellow for the North Shore Community Development Coalition where she assisted with evaluating their former Point Vision and Action Plan for the Point Neighborhood in Salem, MA. In this role, Elana developed engagement tools to connect with residents to better understand their needs and helped design programs to improve neighborhood access. Programs included Voter Engagement Initiatives (i.e., Phone Banking, Door Knocking, Translation, and Poll Monitoring), hosting a Volunteer Income Tax Assistance (VITA) program in the neighborhood, and organizing monthly community resource events building connections between residents and municipal/organization services. Additionally, Elana worked to develop a community engagement plan for the Punto Urban Art Museum (PUAM), a social-justice placemaking initiative in the community, to reach residents and collaborate with local artists. She secured a Mass Cultural Council grant for PUAM to repair four blighted storefronts and overlay a community-inspired mural.

Elana's fellowship with North Shore Community Development Coalition occurred in tandem with her Master's program at

Merrimack College. For her Master's thesis, Elana developed a Community Engagement curriculum for her hometown Swampscott, MA. This curriculum provides municipal officials with a wide variety of community engagement techniques that can be utilized at any stage of a project. Each technique was intentionally designed to prioritize equitable representation of marginalized populations in the community.

Elana's planning and engagement experience includes being a trained facilitator and diversity, equity, inclusion trainer through NH Listens, working as the Administrative Assistant in the Swampscott Housing Authority Office, and interning in Massachusetts Governor Charlie Baker's Constituent Services Office.

Outside of planning and engagement Elana has held a variety of positions including Assistant Hall Director at the University of New Hampshire and Environmental Educator at Endicott Park in Danvers, MA.

Elana holds a Master of Education in Community Engagement from Merrimack College and a Bachelor of Science in Community and Environmental Planning with a dual degree in Sustainability from the University of New Hampshire.



REFERENCES

JM Goldson was the lead consultant recently (within the past year) on the following three Housing Production Plans: Ipswich HPP (approved in the fall of 2020) along with the Community Development Plan (pending approval); Medford HPP (pending final local approval); and Weston HPP with the RHSO (in progress). The following three professional planners can provide references for JM Goldson's work on these projects.

- Imai Aiu, Weston Town Planner, aiu.i@westonma.gov, 781-786-5065
- Kristen Grubbs, Ipswich Town Planner, kristeng@ipswichma.gov, 978-356-6607
- Danielle Evans, Medford Housing Coordinator, devans@medford-ma.gov, 781-475-5631

SAMPLE OF WORK

You can download three of our recent HPP plans at the following links:

Ipswich HPP:

https://www.dropbox.com/s/capyiawhywvbkkf/lpswich%20HPP%20FINAL_111620%20Approved.pdf?dl=0

Medford HPP:

<https://www.dropbox.com/s/8mn9npd33r2xgke/Medford%20HPP%20Draft%20030121.pdf?dl=0>

Weston HPP:

<https://www.dropbox.com/s/9v1dturs4ut1wl4/Amherst%20Trust%20Action%20Plan%20Final%20071017%20clean.pdf?dl=0>

FORMS

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under the penalties of perjury that this proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

The undersigned, by submittal of this Proposal, agrees, should the undersigned become the successful proposer, to all of the terms of the RFP specifications and accepts these terms as incorporated in a contract with the Town.

Jennifer M. Goldson
Name of Person Signing Proposal

Founder and Managing Director
Title

JM Goldson LLC
Name of Business

Business Address: 4228 Washington Street

City, State, and Zip Code: Roslindale, MA 02131

Telephone Number: 617-221-4003 Fax Number: N/A

Email Address: jennifer@jmgoldson.com

Date: March 15, 2023



Signature



CERTIFICATION OF TAX COMPLIANCE

I certify, under the penalties of perjury, that the below mentioned firm or person, to my best knowledge and belief, has complied with all the laws of the Commonwealth relating to taxes.

NAME/FIRM: Jennifer M. Goldson, JM Goldson LLC

ADDRESS: 4228 Washington Street, Roslindale, MA 02131

TELEPHONE: 617-221-4003

DATE: March 15, 2023

SIGNATURE OF AUTHORIZED OFFICIAL: _____

TITLE: Founder and Managing Director

FEDERAL IDENTIFICATION #: 83-2709651

Approval of a contract, or other agreement, will not be granted unless the Applicant signs this certification form.

Your Social Security number or Federal Identification number will be furnished to the Massachusetts Department of Revenue (DOR) to determine whether you have met tax filing or tax payment obligations. The Town is required to furnish a list to the DOR at the end of its fiscal year, showing the vendors to whom more than \$5,000 is paid during the 12 months, ending June 30. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended. This request is made under the authority of Massachusetts General Laws, Chapter 62C, Section 49a.

Attachment 20.c: HPP RFP Response - JM Goldson 230317 (5869 : Housing Production Plan contract)

PRICE PROPOSAL FORM

Base Bid:

State the Proposal Price in Numbers: \$31,430.00

State the Proposal Price in Words:

Thirty-One Thousand, Four Hundred and Thirty Dollars and Zero Cents

Include a breakdown of itemized costs for each of the tasks as outlined in your work plan on a fixed fee basis. The budget should also delineate the cost for each of the following:

- Personnel – Provide the hourly rate for each individual who will work on the project.
- Deliverables – As outlined in your work plan.
- Travel Cost – If any.
- Administrative Costs – Copies of reports, photographs, presentation boards, etc.

NAME/FIRM: Jennifer M. Goldson, JM Goldson LLC

ADDRESS: 4228 Washington Street, Roslindale, MA 02131

TELEPHONE: 617-221-4003

DATE: March 15, 2023

EMAIL: jennifer@jmgoldson.com

SIGNATURE OF AUTHORIZED OFFICIAL: 

TITLE: Founder and Managing Director

J M GOLDSON

EMPOWERING PEOPLE — CREATING COMMUNITY

15 March 2023

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

RE: Price proposal for professional consultant services to complete community engagement services as part of Sudbury's Housing Production Plan Update

Dear Adam and Selection Committee Members:

In response to the Request for Proposals for the Sudbury Housing Production Plan (HPP) update, I am pleased to submit our price proposal to provide consulting services. The following budget is based on the specific tasks described in the accompanying technical proposal, dated March 15, 2023.

	Scope of Work	Fee per Task
1	Review background information (relevant current plans, studies, SHI and recent development/pipeline information, CPA housing expenditures, and other relevant information); Review draft housing needs assessment prepared by RHSO and provide feedback.	\$ 930
2	Coordinate and facilitate community engagement including an online survey, two virtual focus groups (led by Community Engagement Specialist (CES)), two public forums (assuming one virtual and one hybrid – in-person and virtual; in-person facilitated by Founder & Managing Director (FMD), Project Manager (PM); and CES; virtual facilitated by PM & CES). This task includes preparation of all materials, including outreach materials (social media graphics, flyer, and press release), engagement activities and worksheets, and compilation of engagement results and preparation of engagement summaries. It also is inclusive of printing expenses for one in-person forum.	\$ 9,440
3	Manage compilation of draft plan report with uniform formatting. Prepare draft goals and strategies chapter and associated map(s) (up to two maps), up to two rounds of revisions. Final plan deliverable in PDF.	\$ 10,320
4	Up to 10 steering committee meetings and one joint meeting of the Planning Board (PB) and Select Board (SB) (assume 9 meetings are remote participation/hybrid; the first meeting is in-person and includes a community tour paired on the same day; the PB/SB meeting in-person). (PM to attend up to 11 meetings; FMD to attend up to four meetings).	\$ 7,320
5	Project management and coordination including up to 6 project team 30-minute check-in virtual meetings/calls, scheduling communications, and the like. (PM to attend up to 11 project check-ins)	\$ 3,420
	Total Lump Sum	\$ 31,430



We will bill a flat fee, totaling \$31,430. Our proposed fee is also inclusive of all anticipated expenses including travel and workshop materials. Presentation materials, GIS map packages, and other project working documents will be provided to the Town in a Dropbox. We are available to attend additional meetings or prepare additional revisions, on a time and materials basis, at the following rates for team members:

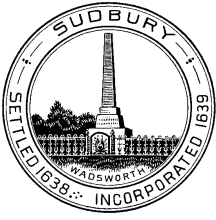
- Founder and Managing Director, \$210/hour
- Senior Community Planner/Project Manager, \$180/hour
- Community Planning Analyst, \$135/hour
- Community Planner and Engagement Specialist, \$125/hour

If you need additional information or have any questions, please don't hesitate to contact me at Jennifer@jmgoldson.com or our Senior Community Planner for Housing and Equity, Beverly Mesa-Zendt at beverly@jmgoldson.com. We look forward to hearing from you.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jennifer M. Goldson'.

Jennifer M. Goldson, AICP
Founder and Managing Director



Town of Sudbury

Planning & Community Development Department

pcd@sudbury.ma.us

Flynn Building
278 Old Sudbury Road
Sudbury, MA 01776
978-639-3387
Fax: 978-639-3314

www.sudbury.ma.us/pcd

May 16, 2023

Jennifer M. Goldson
JM Goldson LLC
4228 Washington Street
Roslindale, MA 02131

RE: Sudbury Housing Production Plan – 2023 Update

Dear Jennifer,

The Town of Sudbury Select Board has accepted your proposal in the amount of \$31,430 to provide professional consultant services to complete community engagement services as part of Sudbury's Housing Production Plan update, subject to the conditions as set forth in the proposal executed by JM Goldson LLC dated March 15, 2023.

Based on the selection criteria that were summarized in our RFP and on the price proposal which was in accordance with the Town's expectations, we agreed that JM Goldson LLC would best fulfill the goals of the project.

We are attaching a copy of the full proposal received from your firm with its price proposal and a summary evaluation which references the RFP criteria.

Please consider this letter a formal agreement between JM Goldson LLC and the Town of Sudbury, as well as your authorization to proceed with the work.

Sincerely,

Andrew J. Sheehan
Town Manager

Enclosures:

- Request for Proposals – Community Engagement Services for Housing Production Plan Update dated February 17, 2023
- JM Goldson LLC Response to Sudbury Housing Production Plan RFP dated March 15, 2023
- Summary Evaluation Sheet



SUDBURY SELECT BOARD
Tuesday, May 16, 2023

CONSENT CALENDAR ITEM

21: RHSO agreement FY24

REQUESTOR SECTION

Date of request:

Requestor: Elizabeth Rust, RHSO

Formal Title: Vote to authorize Town Manager to sign Inter-Municipal Agreement (IMA) for Regional Housing Services Office for FY24, commencing July 1, 2023, and expiring on June 30, 2026, as requested by Elizabeth Rust, RHSO.

Recommendations/Suggested Motion/Vote: Vote to authorize Town Manager to sign Inter-Municipal Agreement (IMA) for Regional Housing Services Office for FY24, commencing July 1, 2023, and expiring on June 30, 2026, as requested by Elizabeth Rust, RHSO.

Background Information:
attached IMA - redline and final copies

Financial impact expected:

Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

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

05/16/2023 7:00 PM

AGREEMENT

THIS AGREEMENT is entered into by and between the Towns of Acton, Bedford, Concord, Lexington, Lincoln, Maynard, Natick, Sudbury, Wayland and Weston, hereafter referred to collectively as the “Municipalities,” this 1st day of July 2023, as follows:

WHEREAS, the Municipalities desire to share the services and costs of a common Regional Housing Services Office; and

WHEREAS, the Town of Concord is willing and capable of hosting a Regional Housing Services Office; and

WHEREAS, each of the Municipalities has authority to enter into this Agreement pursuant to G.L. c. 40, s. 4A;

NOW, THEREFORE, the Municipalities, in mutual consideration of the covenants contained herein, intending to be legally bound, agree under seal as follows:

1. Term. The term of this Agreement shall commence on July 1, 2023 and shall expire after a term of three years on June 30, 2026, unless earlier terminated as set forth herein. Any municipality may withdraw from the Agreement as defined below. The Agreement may be renewed for additional three-year terms as voted by each municipality through its respective Board of Selectmen by January 1 of the year of the expiring term.
2. Lead Municipality. During the Term of this Agreement, the Town of Concord shall act as the lead municipality. The Town of Concord shall perform or provide the following:
 - a. Issue Requests for Proposals for Consultants to provide housing administrative services described in Exhibit A: Core Housing Services, attached and incorporated herein, for all the Municipalities;
 - b. Enter into contracts with Consultants to provide said housing administrative services;
 - c. Manage the Consultant contracts;
 - d. Receive invoices from the Consultants and make payments in a timely manner for services rendered;
 - e. Provide office space and related utilities for the Consultants to operate the Regional Housing Services Office;
 - f. Administer the collection, accounting and use of funds provided by the Municipalities to fund the Consultant contracts;
 - g. Provide overall program oversight and related administration;
 - h. Provide conflict resolution in accordance with Section 10 below.
3. Duties of the Regional Housing Services Office. During the Term of this Agreement, the Regional Housing Services Office shall perform the housing administrative services as described in Exhibit A: Core Housing Services for an annual allocation of hours as indicated in Exhibit B: Fee Structure, attached and incorporated herein.

4. Funding Structure and Payment. The Town of Concord shall annually request funds from the Municipalities for the upcoming year by July 1 with payment due within 30 days of the written request and the Municipalities shall provide annual funding to the Town of Concord pursuant to the Fee Structure, attached as Exhibit B: Fee Structure. Funding for supplemental services not included in Exhibit A: Core Housing Services and for additional hours in excess of the allotted hours in Exhibit B: Fee Structure shall be requested separately, at the discretion of the Town of Concord and the individual municipality. The Town of Concord shall hold all funds in a separate revolving fund account in trust for each Municipality and shall not disburse such funds for any purpose other than payment of invoices from the contracted Consultants for services rendered and other program expenses. Any municipality may borrow or lend hours to other Municipalities upon written agreement between the impacted municipalities, provided that the total number of hours available to the Regional Housing Services Office remains constant.

5. Subsequent Year Adjustments. The annual allocation of hours in Exhibit B: Fee Structure shall be reviewed and adjusted, if necessary, annually, three (3) months prior to end of each year of the Term of this Agreement. The Town of Concord shall provide to all Municipalities a record of the actual hours of services provided to each municipality and propose an amended Exhibit B in order to make any adjustments necessary for the following year of the Term, which shall be adopted as the Municipalities may agree, in accordance with Section 14.

6. Indemnification. Notwithstanding the final sentence of G.L. c. 40, §4A, to the extent permitted by law, each Municipality (the “Indemnifying Municipality”) separately agrees to indemnify the Town of Concord, including all officials, officers, employees, agents, servants and representatives, from and against any claim arising out of the duties performed by the Regional Housing Services Office pursuant to the Agreement in or on behalf of the Indemnifying Municipality for any claim of liability, loss, damages, costs and expenses for personal injury or damage to real or personal property by reason of any negligent act or omission by the Regional Housing Services Office while performing services for the Indemnifying Municipality. As to any claim or occurrence, the express indemnification set forth above shall be town-specific: Acton's obligations shall be limited to the services provided for Acton; Bedford's obligations shall be limited to the services provided for Bedford; Concord's obligations shall be limited to the services provided for Concord; Lexington's obligations shall be limited to the services provided for Lexington; Lincoln's obligations shall be limited to the services provided for Lincoln; Maynard's obligations shall be limited to the services provided for Maynard; Natick’s obligations shall be limited to the services provided for Natick; Sudbury’s obligations shall be limited to the services provided for Sudbury; Wayland's obligations shall be limited to the services provided for Wayland; and Weston's obligations shall be limited to the services provided for Weston. The Indemnifying Municipality’s obligation to indemnify under this Section shall be limited to and benefited by the immunities and the limits on liability that would be applicable under M.G.L. c. 258 and any other law or statute limiting the liabilities of municipalities as if the negligent act or omission had been made by an employee of the Indemnifying Municipality. Furthermore, the Indemnifying Municipalities shall not be liable for any claims arising from:

- a. Violations of state or federal civil rights statutes;

- b. Violations of state or federal discrimination statutes;
- c. Wrongful termination claims;
- d. Violations of any state or federal statute dealing with employment practices;
- e. Claims that are covered by any insurance policy.

7. Termination. (Subsection A) Any Municipality, by a vote of its respective Board of Selectmen or Select Board, may withdraw from and terminate this Agreement at the end of any year with the provision of at least two months' prior written notice to the Town of Concord. No such termination shall affect any obligation of indemnification that may have arisen hereunder prior to such termination. Upon such termination, the Town of Concord shall prepare full statements of outstanding unpaid financial obligations under this Agreement and present the same to the terminating Municipality for payment within thirty (30) days thereafter. The Town of Concord, by a vote of its respective Select Board, may terminate this Agreement upon the provision of at least one-month prior written notice to the participating Municipalities. After termination of this Agreement, the Town of Concord shall remain liable to the participating Municipalities for any portion of the payments received not earned. (Subsection B) Any Municipality may withdraw at the end of any fiscal year in which the municipal legislative body has not appropriated funds sufficient to support that municipality's participation in the subsequent fiscal year, provided that in such an event, the municipality shall give as much notice to other subscribers to this Inter-Municipal Agreement as the circumstances allow.

8. Advisory Committee. There shall exist an Advisory Committee comprised of one (1) representative from each municipality, whom shall be appointed by the Town Manager/Administrator of the municipality. The Advisory Committee shall endeavor to meet on a quarterly basis in August, November, February and May. The Town of Concord shall prepare and send to each municipality a quarterly status report prior to the quarterly meeting.

9. Conflict Resolution. The Advisory Committee may hold additional meetings to discuss and resolve any conflicts that may arise including, but not limited to, disagreements regarding the needs of each municipality and changes to the annual allocation of hours as indicated in Exhibit B: Fee Structure. Any recommendations made to the Director of the Regional Housing Services Office must be made by a majority vote. Any unresolved issues shall be decided by the Town Manager of the Town of Concord.

10. Additional Communities. The Advisory Committee may vote at any time to amend this Agreement to add an additional municipality or municipalities by unanimous vote and approval of the Lead Municipality, so long as there are no more than ten (10) member communities. If voted and approved as provided in this Section, the participation of said municipality or municipalities is effective as of July 1 of the fiscal year next after the vote is taken unless otherwise agreed among all parties. Any such additional municipality must be adjacent to at least one municipality participating in this Agreement unless waived by a majority of the Town Managers of the originally participating communities.

11. Financial Safeguards. The Town of Concord shall maintain separate, accurate and comprehensive records of all services performed for each of the Municipalities hereto, and

all funds received from the Municipalities. The Town of Concord shall issue a financial report for each fiscal year to each of the Municipalities by December 31 of the following fiscal year.

12. Assignment. None of the Municipalities shall assign or transfer any of its rights or interests in or to this Agreement, or delegate any of its obligations hereunder, without the prior written consent of all of the other Municipalities.

13. Amendment. This Agreement may be amended only in writing signed by all Municipalities duly authorized thereunto.

14. Severability. If any provision of this Agreement is held by a court of appropriate jurisdiction to be invalid, illegal or unenforceable, or if any such term is so held when applied to any particular circumstance, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, or affect the application of such provision to any other circumstances, and the remaining provisions hereof shall not be affected and shall remain in full force and effect.

15. Governing Law. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the Commonwealth of Massachusetts.

16. Headings. The paragraph headings herein are for convenience only, are no part of this Agreement and shall not affect the interpretation of this Agreement.

17. Notices. Any notice permitted or required hereunder to be given or served on any Municipality shall be in writing signed in the name of or on behalf of the Municipality giving or serving the same. Notice shall be deemed to have been received at the time of actual receipt of any hand delivery or three (3) business days after the date of any properly addressed notice sent by mail as set forth below:

Town of Acton
Town Manager
472 Main Street
Acton, MA 01720

Town of Bedford
Town Manager
10 Mudge Way
Bedford, MA 01730

Town of Concord
Town Manager
Town House, P.O. Box 535
22 Monument Square
Concord, MA 01742

Town of Lexington
 Town Manager
 1625 Massachusetts Avenue
 Lexington, MA 02420

Town of Lincoln
 Town Administrator
 Town of Lincoln
 16 Lincoln Road
 Lincoln, MA 01773

Town of Maynard
 Town Administrator
 Town of Maynard
 195 Main St
 Maynard, MA 01754

Town of Sudbury
 Town Manager
 278 Old Sudbury Road
 Sudbury, MA 01776

Town of Wayland
 Town Administrator
 41 Cochituate Road
 Wayland, MA 01778

Town of Weston
 Town Manager
 P.O. Box 378
 Weston, MA 02493

18. Complete Agreement. This Agreement constitutes the entire Agreement between the Municipalities concerning the subject matter hereof, superseding all prior agreements and understandings. There are no other agreements or understandings between the Municipalities concerning the subject matter hereof. Each Municipality acknowledges that it has not relied on any representations by any other Municipality or by anyone acting or purporting to act for another Municipality or for whose actions any other Municipality is responsible, other than the express, written representations set forth herein.

[SIGNATURE PAGES FOLLOW EXHIBIT B]

Exhibit A
Core Housing Services

1. Monitoring
 - Monitoring Database of Affordable Housing Developments and residents
 - Monitor ownership units
 - Monitor rental developments
 - Assist with resales of ownership units
 - Maintain municipal inventory records with the Subsidized Housing Inventory maintained by the Department of Housing and Community Development

2. HOME administration
 - Assist in the preparation of the Annual Action Plan and Annual CAPER documents
 - Monitor HOME Units
 - Consult on HOME funded projects

3. Local Support
 - Provide valuations to assessors for restricted ownership units
 - Meet with staff and housing entities
 - Consult on projects
 - Prepare and Review project documents

4. Regional Activities
 - Assist communities with regional linkages
 - Maintain and support RHSO website, including public and private pages
 - Provide programs and referrals to residents
 - Administer Programs on behalf of all communities

[SIGNATURE PAGES FOLLOW EXHIBIT B]

Exhibit B Fee Structure

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.

Membership Fee Schedule Chart for FY21

This fee structure does not include payment for supplemental services which will be proposed and invoiced outside of this agreement or payment for additional hours in excess of the allotted hours.

FY21 Membership Fee Schedule					
	Hours	% of hrs	FY21 Total Fee	FY21 Q1, Amendment	Q2, Q3, Q4 Remaining FY21
Acton	384	11%	\$29,950.00	\$7,487.50	\$22,462.50
Bedford	384	11%	\$29,950.00	\$7,487.50	\$22,462.50
Concord	615	17%	\$47,967.00	\$11,991.75	\$35,975.25
Lexington	384	11%	\$29,950.00	\$7,487.50	\$22,462.50
Lincoln	192	5%	\$14,975.00	\$3,743.75	\$11,231.25
Maynard*	140	4%	\$10,920.00	\$2,730.00	\$8,190.00
Sudbury	935	26%	\$72,925.00	\$18,231.25	\$54,693.75
Wayland	165	5%	\$12,870.00	\$3,217.50	\$9,652.50
Weston	370	10%	\$28,858.00	\$7,214.50	\$21,643.50
Total	3,569	100%	\$278,365.00	\$69,591.25	\$208,773.75

Hereon duly authorized and executed as a sealed instrument,

TOWN OF ACTON
By its Town Manager

Date: _____, 2020

Attachment 21.a: Regional Housing Services Office IMA - FY24 (5870 : RHSO agreement FY24)

Hereon duly authorized and executed as a sealed instrument,

TOWN OF BEDFORD
By its Town Manager

Date: _____, 2020

Attachment 21.a: Regional Housing Services Office IMA - FY24 (5870 : RHSO agreement FY24)

Hereon duly authorized and executed as a sealed instrument,

TOWN OF CONCORD
By its Town Manager

Date: _____, 2020

Attachment 21.a: Regional Housing Services Office IMA - FY24 (5870 : RHSO agreement FY24)

Hereon duly authorized and executed as a sealed instrument,

TOWN OF LEXINGTON
By its Town Manager

Date: _____, 2020

Attachment 21.a: Regional Housing Services Office IMA - FY24 (5870 : RHSO agreement FY24)

Hereon duly authorized and executed as a sealed instrument,

TOWN OF LINCOLN
By its Town Administrator

Date: _____, 2020

Attachment 21.a: Regional Housing Services Office IMA - FY24 (5870 : RHSO agreement FY24)

Hereon duly authorized and executed as a sealed instrument,

TOWN OF MAYNARD
By its Town Administrator

Date: _____, 2020

Attachment 21.a: Regional Housing Services Office IMA - FY24 (5870 : RHSO agreement FY24)

Hereon duly authorized and executed as a sealed instrument,

TOWN OF SUDBURY
By its Town Manager

Date: _____, 2020

Attachment 21.a: Regional Housing Services Office IMA - FY24 (5870 : RHSO agreement FY24)

Hereon duly authorized and executed as a sealed instrument,

TOWN OF WAYLAND
By its Town Administrator

Date: _____, 2020

Attachment 21.a: Regional Housing Services Office IMA - FY24 (5870 : RHSO agreement FY24)

Hereon duly authorized and executed as a sealed instrument,

TOWN OF WESTON
By its Town Manager

Date: _____, 2020

Attachment 21.a: Regional Housing Services Office IMA - FY24 (5870 : RHSO agreement FY24)

AGREEMENT

THIS AGREEMENT is entered into by and between the Towns of Acton, Bedford, Concord, Lexington, Lincoln, Maynard, Sudbury, Wayland and Weston, hereafter referred to collectively as the "Municipalities," this 1st day of July 2023, as follows:

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WHEREAS, the Municipalities desire to share the services and costs of a common Regional Housing Services Office; and

WHEREAS, the Town of Concord is willing and capable of hosting a Regional Housing Services Office; and

WHEREAS, each of the Municipalities has authority to enter into this Agreement pursuant to G.L. c. 40, s. 4A;

NOW, THEREFORE, the Municipalities, in mutual consideration of the covenants contained herein, intending to be legally bound, agree under seal as follows:

1. Term. The term of this Agreement shall commence on July 1, 2023 and shall expire after a term of three years on June 30, 2026, unless earlier terminated as set forth herein. Any municipality may withdraw from the Agreement as defined below. The Agreement may be renewed for additional three-year terms as voted by each municipality through its respective Board of Selectmen by January 1 of the year of the expiring term.

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2. Lead Municipality. During the Term of this Agreement, the Town of Concord shall act as the lead municipality. The Town of Concord shall perform or provide the following:
a. Issue Requests for Proposals for Consultants to provide housing administrative services described in Exhibit A: Core Housing Services, attached and incorporated herein, for all the Municipalities;
b. Enter into contracts with Consultants to provide said housing administrative services;
c. Manage the Consultant contracts;
d. Receive invoices from the Consultants and make payments in a timely manner for services rendered;
e. Provide office space and related utilities for the Consultants to operate the Regional Housing Services Office;
f. Administer the collection, accounting and use of funds provided by the Municipalities to fund the Consultant contracts;
g. Provide overall program oversight and related administration;
h. Provide conflict resolution in accordance with Section 10 below.

3. Duties of the Regional Housing Services Office. During the Term of this Agreement, the Regional Housing Services Office shall perform the housing administrative services as described in Exhibit A: Core Housing Services for an annual allocation of hours as indicated in Exhibit B: Fee Structure, attached and incorporated herein.

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4. Funding Structure and Payment. The Town of Concord shall annually request funds from the Municipalities for the upcoming year by July 1 with payment due within 30 days of the written request and the Municipalities shall provide annual funding to the Town of Concord pursuant to the Fee Structure, attached as Exhibit B: Fee Structure. Funding for supplemental services not included in Exhibit A: Core Housing Services and for additional hours in excess of the allotted hours in Exhibit B: Fee Structure shall be requested separately, at the discretion of the Town of Concord and the individual municipality. The Town of Concord shall hold all funds in a separate revolving fund account in trust for each Municipality and shall not disburse such funds for any purpose other than payment of invoices from the contracted Consultants for services rendered and other program expenses. Any municipality may borrow or lend hours to other Municipalities upon written agreement between the impacted municipalities, provided that the total number of hours available to the Regional Housing Services Office remains constant.

5. Subsequent Year Adjustments. The annual allocation of hours in Exhibit B: Fee Structure shall be reviewed and adjusted, if necessary, annually, three (3) months prior to end of each year of the Term of this Agreement. The Town of Concord shall provide to all Municipalities a record of the actual hours of services provided to each municipality and propose an amended Exhibit B in order to make any adjustments necessary for the following year of the Term, which shall be adopted as the Municipalities may agree, in accordance with Section 14.

6. Indemnification. Notwithstanding the final sentence of G.L. c. 40, §4A, to the extent permitted by law, each Municipality (the "Indemnifying Municipality") separately agrees to indemnify the Town of Concord, including all officials, officers, employees, agents, servants and representatives, from and against any claim arising out of the duties performed by the Regional Housing Services Office pursuant to the Agreement in or on behalf of the Indemnifying Municipality for any claim of liability, loss, damages, costs and expenses for personal injury or damage to real or personal property by reason of any negligent act or omission by the Regional Housing Services Office while performing services for the Indemnifying Municipality. As to any claim or occurrence, the express indemnification set forth above shall be town-specific: Acton's obligations shall be limited to the services provided for Acton; Bedford's obligations shall be limited to the services provided for Bedford; Concord's obligations shall be limited to the services provided for Concord; Lexington's obligations shall be limited to the services provided for Lexington; Lincoln's obligations shall be limited to the services provided for Lincoln; Maynard's obligations shall be limited to the services provided for Maynard; Natick's obligations shall be limited to the services provided for Natick; Sudbury's obligations shall be limited to the services provided for Sudbury; Wayland's obligations shall be limited to the services provided for Wayland; and Weston's obligations shall be limited to the services provided for Weston. The Indemnifying Municipality's obligation to indemnify under this Section shall be limited to and benefited by the immunities and the limits on liability that would be applicable under M.G.L. c. 258 and any other law or statute limiting the liabilities of municipalities as if the negligent act or omission had been made by an employee of the Indemnifying Municipality. Furthermore, the Indemnifying Municipalities shall not be liable for any claims arising from:

- a. Violations of state or federal civil rights statutes;

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- b. Violations of state or federal discrimination statutes;
- c. Wrongful termination claims;
- d. Violations of any state or federal statute dealing with employment practices;
- e. Claims that are covered by any insurance policy.

7. Termination. (Subsection A) Any Municipality, by a vote of its respective Board of Selectmen or Select Board, may withdraw from and terminate this Agreement at the end of any year with the provision of at least two months' prior written notice to the Town of Concord. No such termination shall affect any obligation of indemnification that may have arisen hereunder prior to such termination. Upon such termination, the Town of Concord shall prepare full statements of outstanding unpaid financial obligations under this Agreement and present the same to the terminating Municipality for payment within thirty (30) days thereafter. The Town of Concord, by a vote of its respective Select Board, may terminate this Agreement upon the provision of at least one-month prior written notice to the participating Municipalities. After termination of this Agreement, the Town of Concord shall remain liable to the participating Municipalities for any portion of the payments received not earned. (Subsection B) Any Municipality may withdraw at the end of any fiscal year in which the municipal legislative body has not appropriated funds sufficient to support that municipality's participation in the subsequent fiscal year, provided that in such an event, the municipality shall give as much notice to other subscribers to this Inter-Municipal Agreement as the circumstances allow.

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8. Advisory Committee. There shall exist an Advisory Committee comprised of one (1) representative from each municipality, whom shall be appointed by the Town Manager/Administrator of the municipality. The Advisory Committee shall endeavor to meet on a quarterly basis in August, November, February and May. The Town of Concord shall prepare and send to each municipality a quarterly status report prior to the quarterly meeting.

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10. Additional Communities. The Advisory Committee may vote at any time to amend this Agreement to add an additional municipality or municipalities by unanimous vote and approval of the Lead Municipality, so long as there are no more than ten (10) member communities. If voted and approved as provided in this Section, the participation of said municipality or municipalities is effective as of July 1 of the fiscal year next after the vote is taken unless otherwise agreed among all parties. Any such additional municipality must be adjacent to at least one municipality participating in this Agreement unless waived by a majority of the Town Managers of the originally participating communities.

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11. Financial Safeguards. The Town of Concord shall maintain separate, accurate and comprehensive records of all services performed for each of the Municipalities hereto, and

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all funds received from the Municipalities. The Town of Concord shall issue a financial report for each fiscal year to each of the Municipalities by December 31 of the following fiscal year.

12. Assignment. None of the Municipalities shall assign or transfer any of its rights or interests in or to this Agreement, or delegate any of its obligations hereunder, without the prior written consent of all of the other Municipalities.

13. Amendment. This Agreement may be amended only in writing signed by all Municipalities duly authorized thereunto.

14. Severability. If any provision of this Agreement is held by a court of appropriate jurisdiction to be invalid, illegal or unenforceable, or if any such term is so held when applied to any particular circumstance, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, or affect the application of such provision to any other circumstances, and the remaining provisions hereof shall not be affected and shall remain in full force and effect.

15. Governing Law. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the Commonwealth of Massachusetts.

16. Headings. The paragraph headings herein are for convenience only, are no part of this Agreement and shall not affect the interpretation of this Agreement.

17. Notices. Any notice permitted or required hereunder to be given or served on any Municipality shall be in writing signed in the name of or on behalf of the Municipality giving or serving the same. Notice shall be deemed to have been received at the time of actual receipt of any hand delivery or three (3) business days after the date of any properly addressed notice sent by mail as set forth below:

Town of Acton
Town Manager
472 Main Street
Acton, MA 01720

Town of Bedford
Town Manager
10 Mudge Way
Bedford, MA 01730

Town of Concord
Town Manager
Town House, P.O. Box 535
22 Monument Square
Concord, MA 01742

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Town of Lexington
Town Manager
1625 Massachusetts Avenue
Lexington, MA 02420

Town of Lincoln
Town Administrator
Town of Lincoln
16 Lincoln Road
Lincoln, MA 01773

Town of Maynard
Town Administrator
Town of Maynard
195 Main St
Maynard, MA 01754

[Town of Natick](#)
[Town Administrator](#)
[13 East Central Street](#)
[Natick, MA -01760](#)

Town of Sudbury
Town Manager
278 Old Sudbury Road
Sudbury, MA 01776

Town of Wayland
Town Administrator
41 Cochituate Road
Wayland, MA 01778

Town of Weston
Town Manager
P.O. Box 378
Weston, MA 02493

18. Complete Agreement. This Agreement constitutes the entire Agreement between the Municipalities concerning the subject matter hereof, superseding all prior agreements and understandings. There are no other agreements or understandings between the Municipalities concerning the subject matter hereof. Each Municipality acknowledges that it has not relied on any representations by any other Municipality or by anyone acting or purporting to act for another Municipality or for whose actions any other Municipality is responsible, other than the express, written representations set forth herein.

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[SIGNATURE PAGES FOLLOW EXHIBIT B]

Exhibit A
Core Housing Services

1. Monitoring
 - Monitoring Database of Affordable Housing Developments and residents
 - Monitor ownership units
 - Monitor rental developments
 - Assist with resales of ownership units
 - Maintain municipal inventory records with the Subsidized Housing Inventory maintained by the Department of Housing and Community Development
2. HOME administration
 - Assist in the preparation of the Annual Action Plan and Annual CAPER documents
 - Monitor HOME Units
 - Consult on HOME funded projects
3. Local Support
 - Provide valuations to assessors for restricted ownership units
 - Meet with staff and housing entities
 - Consult on projects
 - Prepare and Review project documents
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 - Assist communities with regional linkages
 - Maintain and support RHSO website, including public and private pages
 - Provide programs and referrals to residents
 - Administer Programs on behalf of all communities

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[SIGNATURE PAGES FOLLOW EXHIBIT B]

Exhibit B Fee Structure

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.

Membership Fee Schedule Chart for FY24

This fee structure does not include payment for supplemental services which will be proposed and invoiced outside of this agreement or payment for additional hours in excess of the allotted hours.

<u>FY24 Membership Fee Schedule</u>			
	<u>Hours</u>	<u>% of hrs</u>	<u>Pro rata \$</u>
<u>Acton</u>	477	10%	\$39,971
<u>Bedford</u>	453	9%	\$37,960
<u>Concord</u>	775	16%	\$64,942
<u>Lexington</u>	477	10%	\$39,971
<u>Lincoln</u>	366	8%	\$30,669
<u>Maynard</u>	159	3%	\$13,324
<u>Natick</u>	298	6%	\$24,971
<u>Sudbury</u>	1,121	23%	\$93,935
<u>Wayland</u>	147	3%	\$12,318
<u>Weston</u>	501	10%	\$41,982
<u>Total</u>	4,774	100%	\$400,043

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Hereon duly authorized and executed as a sealed instrument,

TOWN OF ACTON
By its Town Manager

Date: _____, 2023

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Hereon duly authorized and executed as a sealed instrument,

TOWN OF BEDFORD
By its Town Manager

Date: _____, 2023

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Hereon duly authorized and executed as a sealed instrument,

TOWN OF CONCORD
By its Town Manager

Date: _____, 2023

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Hereon duly authorized and executed as a sealed instrument,

TOWN OF LEXINGTON
By its Town Manager

Date: _____, 2023

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Hereon duly authorized and executed as a sealed instrument,

TOWN OF LINCOLN
By its Town Administrator

Date: _____, 2023

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Hereon duly authorized and executed as a sealed instrument,

TOWN OF MAYNARD
By its Town Administrator

Date: _____, 2023

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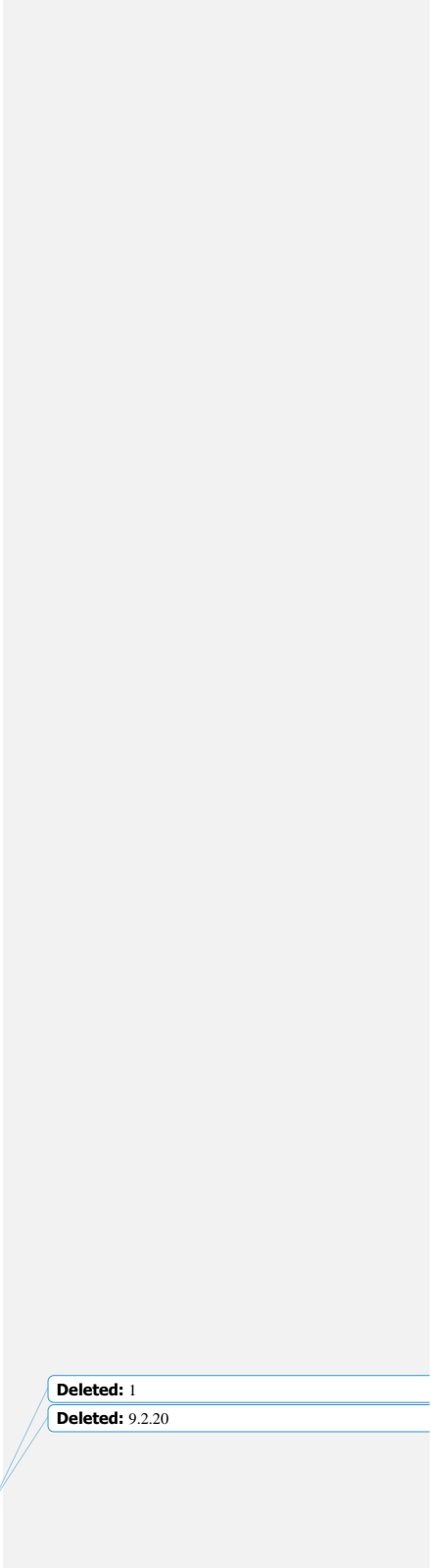
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Hereon duly authorized and executed as a sealed instrument.

TOWN OF NATICK
By its Town Administrator

Date: _____, 2023



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Deleted: 9.2.20

Attachment 21.b: Regional Housing Services Office IMA - FY24 redline (5870 : RHSO agreement FY24)

Hereon duly authorized and executed as a sealed instrument,

TOWN OF SUDBURY
By its Town Manager

Date: _____, 2023

Deleted: 0

Deleted: 1

Deleted: 9.2.20

Hereon duly authorized and executed as a sealed instrument,

TOWN OF WAYLAND
By its Town Administrator

Date: _____, 2023

Deleted: 0

Deleted: 1

Deleted: 9.2.20

Hereon duly authorized and executed as a sealed instrument,

TOWN OF WESTON
By its Town Manager

Date: _____, 2023

Deleted: 0

Deleted: 1

Deleted: 9.2.20