

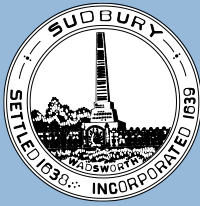
SUDBURY SELECT BOARD
TUESDAY FEBRUARY 6, 2024
7:00 PM, ZOOM

Item #	Time	Action	Item
	7:00 PM		CALL TO ORDER
			Opening remarks by Chair
			Reports from Town Manager
			Reports from Select Board
			Public comments
CONSENT CALENDAR			
1.		<i>VOTE / SIGN</i>	Vote to sign/approve the Presidential Primary Warrant which must be posted no later than Tues, Feb. 27. The Primary is Tuesday, March 5, 2024.
2.		<i>VOTE</i>	Vote to approve acceptance of Emergency Performance Grant (EMPG) Grant funds in the amount of \$4,600 toward the purchase of a positive ventilation fan with misting system to be used for Firefighter rehabilitation operations, as requested by Fire Chief John Whalen.
MISCELLANEOUS			
3.		<i>VOTE</i>	Vote to accept 2024 Annual Town Meeting articles submitted by 1/31/24 and to refer all articles to Town Counsel for review and comment as to form. Also vote on order of articles, and designate articles for the consent calendar. Also vote to refer any Zoning Bylaw amendments and street acceptance articles to the Planning Board.
4.		<i>VOTE</i>	Discussion and possible vote on Firearms Safety Business Use Bylaw public forum, including potential dates, time, venue, agenda, and related matters.
5.		<i>VOTE</i>	Follow up discussion on Sewataro financial statements, including estimate of cost for independent audit
6.		<i>VOTE</i>	Vote to review and possibly approve the open session minutes of 1/9/24.
EXECUTIVE SESSION			
7.		<i>VOTE</i>	At the close of Open Session, vote to enter Executive Session to discuss strategy with respect to collective bargaining (Civilian Dispatchers) if an open meeting may have a detrimental effect on

These agenda items are those reasonably anticipated by the Chair which may be discussed at the meeting. Not all items listed may in fact be discussed and other items not listed may also be brought up for discussion to the extent permitted by law. Some items may be taken out of order or not be taken up at all. The Chair will strive to honor timed items as best as possible. The Chair reserves the right to accept public comment on any item and may establish time limits.

Item #	Time	Action	Item
			the bargaining position of the public body and the chair so declares (exception 3).
8.			Continue executive session to review, approve and possibly release executive session meeting minutes pursuant to G.L. c. 30A, § 21(a)(7) (Purpose 7), citing to the Open Meeting Law, G.L. c. 30A, §§ 22(f), (g).
9.		<i>VOTE</i>	Vote to close Executive Session and not resume Open Session.

These agenda items are those reasonably anticipated by the Chair which may be discussed at the meeting. Not all items listed may in fact be discussed and other items not listed may also be brought up for discussion to the extent permitted by law. Some items may be taken out of order or not be taken up at all. The Chair will strive to honor timed items as best as possible. The Chair reserves the right to accept public comment on any item and may establish time limits.



SUDBURY SELECT BOARD
Tuesday, February 6, 2024

CONSENT CALENDAR ITEM

1: Vote to sign 2024 Presidential Primary warrant

REQUESTOR SECTION

Date of request:

Requestor: Beth Klein Town Clerk

Formal Title: Vote to sign/approve the Presidential Primary Warrant which must be posted no later than Tues, Feb. 27. The Primary is Tuesday, March 5, 2024.

Recommendations/Suggested Motion/Vote: Vote to sign/approve the Presidential Primary Warrant which must be posted no later than Tues, Feb. 27. The Primary is Tuesday, March 5, 2024.

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

02/06/2024 7:00 PM

**COMMONWEALTH OF MASSACHUSETTS
WILLIAM FRANCIS GALVIN
SECRETARY OF THE COMMONWEALTH**

WARRANT FOR 2024 PRESIDENTIAL PRIMARIES

Middlesex SS.

To either of the Constables of the Town of Sudbury

GREETINGS:

In the name of the Commonwealth, you are hereby required to notify and warn the inhabitants of said city or town who are qualified to vote in Primaries to vote at

**PRECINCTS 1, 2, 3, & 5 – FAIRBANK COMMUNITY CENTER
40 FAIRBANK ROAD
PRECINCTS 4 & 6 – TOWN HALL
322 CONCORD RD**

on **TUESDAY, THE FIFTH DAY OF MARCH, 2024**, from 7 :00 A.M. to 8:00 P.M. for the following purpose:

To cast their votes in the Presidential Primaries for the candidates of political parties for the following offices:

PRESIDENTIAL PREFERENCE FOR THIS COMMONWEALTH
STATE COMMITTEE MAN MIDDLESEX AND WORCESTER SENATORIAL DISTRICT
STATE COMMITTEE WOMAN . . MIDDLESEX AND WORCESTER SENATORIAL DISTRICT
WARD OR TOWN COMMITTEE TOWN OF SUDBURY

Hereof fail not and make return of this warrant with your doings thereon at the time and place of said voting.

Given under our hands this _____ day of February, 2024.

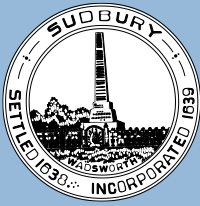
SUDBURY SELECT BOARD

I have served this warrant by posting attested printed copies thereof at the Town Hall and such other places as the Select Board deem appropriate but not less than 3 in each precinct and not less than 18 in the Town, at least 7 days before the time appointed for said election.

_____, 2024.
Constable (month and day)

Warrant must be posted by **February 27, 2024**, (at least *seven days prior* to the **March 5, 2024**, Presidential Preference Primary).

Attachment1.a: 2024 Pres Primary Warrant (6122 : Vote to sign 2024 Presidential Primary warrant)



SUDBURY SELECT BOARD
Tuesday, February 6, 2024

CONSENT CALENDAR ITEM
2: Accept EMPG grant for Fire Dept

REQUESTOR SECTION

Date of request:

Requestor: Fire Chief John Whalen

Formal Title: Vote to approve acceptance of Emergency Performance Grant (EMPG) Grant funds in the amount of \$4,600 toward the purchase of a positive ventilation fan with misting system to be used for Firefighter rehabilitation operations, as requested by Fire Chief John Whalen.

Recommendations/Suggested Motion/Vote: Vote to approve acceptance of Emergency Performance Grant (EMPG) Grant funds in the amount of \$4,600 toward the purchase of a positive ventilation fan with misting system to be used for Firefighter rehabilitation operations, as requested by Fire Chief John Whalen.

Background Information:
attached contract

Financial impact expected:n/a

Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

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

02/06/2024 7:00 PM

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



2.a

This form is jointly issued and published by the Office of the Comptroller (CTR), the Executive Office for Administration and Finance (ANF), and the Operational Services Division (OSD) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. The Commonwealth deems void any changes made on or by attachment (in the form of addendum, engagement letters, contract forms or invoice terms) to the terms in this published form or to the [Standard Contract Form Instructions, Contractor Certifications and Commonwealth Terms and Conditions](#) which are incorporated by reference herein. Additional non-conflicting terms may be added by Attachment. Contractors are required to access published forms at CTR Forms: <https://www.macomptroller.org/forms>. Forms are also posted at OSD Forms: <https://www.mass.gov/lists/osd-forms>.

CONTRACTOR LEGAL NAME:(and d/b/a): SUDBURY, Town of		COMMONWEALTH DEPARTMENT NAME: Massachusetts Emergency Management Agency (MEMA)	
Legal Address: (W-9, W-4): 322 Concord Road, Sudbury, MA 01776-1850		Business Mailing Address: 400 Worcester Rd, Framingham, MA 01702	
Contract Manager: John Whalen	Phone:	Billing Address (if different): same	
E-Mail: whalenj@sudbury.ma.us		Contract Manager: EM Grants Unit	Desk #:508-820-1407
Contractor Vendor Code: VC6000191996		E-Mail: EM.Grants@mass.gov	Desk #: 508-561-0449
Vendor Code Address ID (e.g. "AD001"): (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s): FY24EMPG2300000	
		RFR/Procurement or Other ID Number: FFY2023EMPG	
<p style="text-align: center;">X_ NEW CONTRACT</p> <p>PROCUREMENT OR EXCEPTION TYPE: (Check one option only)</p> <p>Statewide Contract (OSD or an OSD-designated Department)</p> <p>Collective Purchase (Attach OSD approval, scope, budget)</p> <p><input checked="" type="checkbox"/> Department Procurement (includes all Grants - 815 CMR 2.00) (Solicitation Notice or RFR, and Response or other procurement supporting documentation)</p> <p>Emergency Contract (Attach justification for emergency, scope, budget)</p> <p>Contract Employee (Attach Employment Status Form, scope, budget)</p> <p>Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)</p>		<p style="text-align: center;">CONTRACT AMENDMENT</p> <p>Enter Current Contract End Date <i>Prior to</i> Amendment: _____.</p> <p>Enter Amendment Amount: _____.</p> <p>AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.)</p> <p>Amendment to Date, Scope or Budget (Attach updated scope and budget)</p> <p>Interim Contract (Attach justification for Interim Contract and updated scope/budget)</p> <p>Contract Employee (Attach any updates to scope or budget)</p> <p>Other Procurement Exception (Attach authorizing language/justification and updated scope and budget)</p>	
The Standard Contract Form Instructions, Contractor Certifications and the following Commonwealth Terms and Conditions document is incorporated by reference into this Contract and are legally binding: (Check ONE option): <input checked="" type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00.			
Rate Contract. (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.)			
<input checked="" type="checkbox"/> Maximum Obligation Contract. Enter total maximum obligation for total duration of this contract (or <i>new</i> total if Contract is being amended). \$ 4,600.00			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days % PPD; Payment issued within 15 days % PPD; Payment issued within 20 days % PPD; Payment issued within 30 days % PPD. If PPD percentages are left blank, identify reason: agree to standard 45 day cycle statutory/legal or Ready Payments (M.G.L. c. 29, § 23A); <input checked="" type="checkbox"/> only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: Funding for this grant is provided via a Federal Fiscal Year 2023 Emergency Management Performance Grant (EMPG), Assisting Listing #97.042 and has a required dollar-for-dollar match. Funds may only be used for activities outlined in the subrecipient's approved FFY2023 EMPG Subgrant Application and in accordance with attached Federal Standard Terms and Conditions, Commonwealth Terms and Conditions, and MEMA Special Conditions and Reporting Requirements.			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations:			
<input checked="" type="checkbox"/> 1. may be incurred as of the Effective Date (latest signature date below) and <u>no</u> obligations have been incurred <u>prior</u> to the Effective Date.			
<input type="checkbox"/> 2. may be incurred as of _____, 20____, a date LATER than the Effective Date below and <u>no</u> obligations have been incurred <u>prior</u> to the Effective Date.			
<input type="checkbox"/> 3. were incurred as of _____, 20____, a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of June 30, 2024 , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, this Standard Contract Form, the Standard Contract Form Instructions, Contractor Certifications, the applicable Commonwealth Terms and Conditions, the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07 , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR:		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:	
<u>Andrew J Sheehan</u> Andrew J Sheehan (Jan 23, 2024 17:13 EST) Date: Jan 23, 2024		<u>Randall Lui</u> Randall Lui (Jan 24, 2024 13:16 EST) Date: Jan 24, 2024	
Print Name / Title: _____		Print Name / Title: Claire F. Stewart, Acting CFO	

Attachment 2.a: Sudbury FFY2023EMPG Executed Contract - thru 063024 scan (6136 : Accept EMPG grant for Fire Dept)

**FFY2023 Department of Homeland Security, Federal Emergency Management Agency
Standard Terms and Conditions**

The Fiscal Year (FY) 2023 DHS Standard Terms and Conditions apply to all new federal financial assistance awards funded in FY 2023. These terms and conditions flow down to subrecipients unless an award term or condition specifically indicates otherwise. The United States has the right to seek judicial enforcement of these obligations. All legislation and digital resources are referenced with no digital links. The FY 2023 DHS Standard Terms and Conditions will be housed on dhs.gov at www.dhs.gov/publication/fy15-dhsstandard-terms-and-conditions.

A. Assurances, Administrative Requirements, Cost Principles, Representations and Certifications

- I. DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – NonConstruction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances as instructed by the awarding agency.
- II. DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200 and adopted by DHS at 2 C.F.R. Part 3002.
- III. By accepting this agreement, recipients, and their executives, as defined in 2 C.F.R. § 170.315, certify that their policies are in accordance with OMB's guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

B. General Acknowledgements and Assurances

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

- I. Recipients must cooperate with any DHS compliance reviews or compliance investigations conducted by DHS.
- II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities or personnel.
- III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
- IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law, or detailed in program guidance.
- V. Recipients (as defined in 2 C.F.R. Part 200 and including recipients acting as passthrough entities) of federal financial assistance from DHS or one of its awarding component agencies must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award for the first award under which this term applies. Recipients of multiple awards of DHS financial assistance should only submit one completed tool for their organization, not per award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhscivil-rights-evaluation-tool>.
DHS Civil Rights Evaluation Tool | Homeland Security

The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

C. Standard Terms & Conditions

I. Acknowledgement of Federal Funding from DHS

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

II. Activities Conducted Abroad

Recipients must ensure that project activities performed outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

III. Age Discrimination Act of 1975

Recipients must comply with the requirements of the Age Discrimination Act of 1975, Public Law 94-135 (1975) (codified as amended at Title 42, U.S. Code, § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

IV. Americans with Disabilities Act of 1990

Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101– 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

V. Best Practices for Collection and Use of Personally Identifiable Information

Recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

VI. Civil Rights Act of 1964 – Title VI

Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

VII. Civil Rights Act of 1968

Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. § 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units— i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

VIII. Copyright

Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

IX. Debarment and Suspension

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3002. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

X. Drug-Free Workplace Regulations

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Governmentwide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).

XI. Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons.

XII. Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX

Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

XIII. E.O. 14074 – Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety

Recipient State, Tribal, local, or territorial law enforcement agencies must comply with the requirements of section 12(c) of E.O. 14074. Recipient State, Tribal, local, or territorial law enforcement agencies are also encouraged to adopt and enforce policies consistent with E.O. 14074 to support safe and effective policing.

XIV. Energy Policy and Conservation Act

Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. 94- 163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

XV. False Claims Act and Program Fraud Civil Remedies

Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)

XVI. Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

XVII. Federal Leadership on Reducing Text Messaging while Driving

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the Federal Government.

XVIII. Fly America Act of 1974

Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C.) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

XIX. Hotel and Motel Fire Safety Act of 1990

Recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a XX. John S. McCain National Defense Authorization Act of Fiscal Year 2019 Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute – as it applies to DHS recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

XXI. Limited English Proficiency (Civil Rights Act of 1964, Title VI)

Recipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-helpdepartment-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

XXII. Lobbying Prohibitions

Recipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

XXIII. National Environmental Policy Act

Recipients must comply with the requirements of the National Environmental Policy Act of 1969, (NEPA) Pub. L. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq. and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

XXIV. Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

XXV. Non-Supplanting Requirement

Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

XXVI. Notice of Funding Opportunity Requirements

All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

XXVII. Patents and Intellectual Property Rights

Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq, unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

XXVIII. Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. § 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

XXIX. Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (1973), (codified as amended at 29 U.S.C. § 794,) which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

XXX. Reporting of Matters Related to Recipient Integrity and Performance

General Reporting Requirements: If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

XXXI. Reporting Subawards and Executive Compensation

Reporting of first tier subawards. Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

XXXII. Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

Recipients must comply with the "Build America, Buy America" provisions of the Infrastructure Investment and Jobs Act and E.O. 14005. Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

- (1) all iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- (2) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

(3) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

Waivers

When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. Information on the process for requesting a waiver from these requirements is on the website below.

(a) When the Federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:

- (1) applying the domestic content procurement preference would be inconsistent with the public interest;
- (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
- (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office. There may be instances where an award qualifies, in whole or in part, for an existing waiver described at "Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov.

The awarding Component may provide specific instructions to Recipients of awards from infrastructure programs that are subject to the "Build America, Buy America" provisions. Recipients should refer to the Notice of Funding Opportunity for further information on the Buy America preference and waiver process.

XXXIII. SAFECOM

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

XXXIV. Terrorist Financing

Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

XXXV. Trafficking Victims Protection Act of 2000 (TVPA)

Trafficking in Persons. Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106 (g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. § 7104. The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated here by reference.

XXXVI. Universal Identifier and System of Award Management

Requirements for System for Award Management and Unique Entity Identifier Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

XXXVII. USA PATRIOT Act of 2001

Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

XXXVIII. Use of DHS Seal, Logo and Flags

Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

XXXIX. Whistleblower Protection Act

Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

**Commonwealth of Massachusetts
Terms and Conditions**

This Commonwealth Terms and Conditions form is jointly issued by the Executive Office for Administration and Finance (ANF), the Office of the Comptroller (CTR) and the Operational Services Division (OSD) for use by all Commonwealth of Massachusetts ("State") Departments and Contractors. Any changes or electronic alterations by either the Department or the Contractor to the official version of this form, as jointly published by ANF, CTR and OSD, shall be void. Upon execution of the Standard Contract Form these Commonwealth Terms and Conditions will be incorporated by reference. Performance shall include services rendered, obligations due, costs incurred, commodities and deliverables provided and accepted by the Department, programs provided or other commitments authorized under a Contract. A deliverable shall include any tangible product to be delivered as an element of performance under a Contract. The Commonwealth is entitled to ownership and possession of all deliverables purchased or developed with State funds. Contract shall mean the Standard Contract Form issued jointly by ANF, CTR and OSD.

1. **Contract Effective Start Date.** Notwithstanding verbal or other representations by the parties, the effective start date of performance under a Contract shall be the later of the date the Contract was executed by an authorized signatory of the Contractor, the date the Contract was executed by an authorized signatory of the Department, the date specified in the Contract, or the date of any approvals required by law or regulation.
2. **Payments And Compensation.** The Contractor shall only be compensated for performance delivered and accepted by the Department in accordance with the specific terms and conditions of a Contract. All Contract payments are subject to appropriation pursuant to M.G.L. c. 29, § 26, or the availability of sufficient non-appropriated funds for the purposes of a Contract and shall be subject to intercept pursuant to M.G.L. c. 7A, § 3 and 815 CMR 9.00. Overpayments shall be reimbursed by the Contractor or may be offset by the Department from future payments in accordance with state finance law. Acceptance by the Contractor of any payment or partial payment, without any written objection by the Contractor, shall in each instance operate as a release and discharge of the State from all claims, liabilities or other obligations relating to the performance of a Contract.
3. **Contractor Payment Mechanism.** All Contractors will be paid using the Comptroller's payment system unless a different payment mechanism is required. The Contractor shall timely submit invoices and supporting documentation as prescribed in a Contract. The Department shall review and return rejected invoices within fifteen (15) days of receipt with a written explanation for rejection. Payments shall be made in accordance with the bill paying policy issued by the Office of the Comptroller and 815 CMR 4.00, provided that payment periods listed in a Contract of less than forty-five (45) days from the date of receipt of an invoice shall be effective only to enable a Department to take advantage of early payment incentives and shall not subject any payment made within the forty-five (45) day period to a penalty. The Contractor Payroll System shall be used only for Individual Contractors who have been determined to be Contract Employees as a result of the Department's completion of an Internal Revenue Service SS-8 form in accordance with the Omnibus Budget Reconciliation Act (OBRA) 1990, and shall automatically process all state and federal mandated payroll, tax and retirement deductions.
4. **Contract Termination Or Suspension.** A Contract shall terminate on the date specified in a Contract, unless this date is properly amended in accordance with all applicable laws and regulations prior to this date, or unless terminated or suspended under this Section upon prior written notice to the Contractor. The Department may terminate a Contract without cause and without penalty or may terminate or suspend a Contract if the Contractor breaches any material term or condition or fails to perform or fulfill any material obligation required by a Contract, or in the event of an elimination of an appropriation or availability of sufficient funds for the purposes of a Contract, or in the event of an unforeseen public emergency mandating immediate Department action. Upon immediate notification to the other party, neither the Department nor the Contractor shall be deemed to be in breach for failure or delay in performance due to Acts of God or other causes factually beyond their control and without their fault or negligence. Subcontractor failure to perform or price increases due to market fluctuations or product availability will not be deemed factually beyond the Contractor's control.
5. **Written Notice.** Any notice shall be deemed delivered and received when submitted in writing in person or when delivered by any other appropriate method evidencing actual receipt by the Department or the Contractor. Any written notice of termination or suspension delivered to the Contractor shall state the effective date and period of the notice, the reasons for the termination or suspension, if applicable, any alleged breach or failure to perform, a reasonable period to cure any alleged breach or failure to perform, if applicable, and any instructions or restrictions concerning allowable activities, costs or expenditures by the Contractor during the notice period.
6. **Confidentiality.** The Contractor shall comply with M.G.L. c. 66A if the Contractor becomes a "holder" of "personal data". The Contractor shall also protect the physical security and restrict any access to personal or other Department data in the Contractor's possession, or used by the Contractor in the performance of a Contract, which shall include, but is not limited to, the Department's public records, documents, files, software, equipment or systems.
7. **Record-keeping And Retention, Inspection Of Records.** The Contractor shall maintain records, books, files and other data as specified in a Contract and in such detail as shall properly substantiate claims for payment under a Contract, for a minimum retention period of six (6) years beginning on the first day after the final payment under a Contract, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving a Contract. The Department shall have access, as well as any parties identified under Executive Order 195, during the Contractor's regular business hours and upon reasonable prior notice, to such records, including on-site reviews and reproduction of such records at a reasonable expense.
8. **Assignment.** The Contractor may not assign or delegate, in whole or in part, or otherwise transfer any liability, responsibility, obligation, duty or interest under a Contract, with the exception that the Contractor shall be authorized to assign present and prospective claims for money due to the Contractor pursuant to a Contract in accordance with M.G.L. c. 106, § 9-318. The Contractor must provide sufficient notice of assignment and supporting documentation to enable the Department to verify and implement the assignment. Payments to third party assignees will be processed as if such payments were being made directly to the Contractor and these payments will be subject to intercept, offset, counter claims or any other Department rights which are available to the Department or the State against the Contractor.
9. **Subcontracting By Contractor.** Any subcontract entered into by the Contractor for the purposes of fulfilling the obligations under a Contract must be in writing, authorized in advance by the Department and shall be consistent with and subject to the provisions of these Commonwealth Terms and Conditions and a Contract. Subcontracts will not relieve or discharge the Contractor from any duty, obligation, responsibility or liability arising under a Contract. The Department is entitled to copies of all subcontracts and shall not be bound by any provisions contained in a subcontract to which it is not a party.
10. **Affirmative Action, Non-Discrimination In Hiring And Employment.** The Contractor shall comply with all federal and state laws, rules and regulations promoting fair employment practices or prohibiting employment discrimination and unfair labor practices and shall not discriminate in the hiring of any applicant for employment nor shall any qualified employee be demoted, discharged or otherwise subject to discrimination in the tenure, position, promotional opportunities, wages, benefits or terms and conditions of their employment because of race, color, national origin, ancestry, age, sex, religion, disability, handicap, sexual

orientation or for exercising any rights afforded by law. The Contractor commits to purchasing supplies and services from certified minority or women owned businesses, small businesses or businesses owned by socially or economically disadvantaged persons or persons with disabilities.

11. **Indemnification.** Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, including the Department, its agents, officers and employees against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement or other damages that the State may sustain which arise out of or in connection with the Contractor's performance of a Contract, including but not limited to the negligence, reckless or intentional conduct of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall at no time be considered an agent or representative of the Department or the State. After prompt notification of a claim by the State, the Contractor shall have an opportunity to participate in the defense of such claim and any negotiated settlement agreement or judgment. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph. Any indemnification of the Contractor shall be subject to appropriation and applicable law.
12. **Waivers.** Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any way limit the legal or equitable remedies available to that party. No waiver by either party of any default or breach shall constitute a waiver of any subsequent default or breach.
13. **Risk Of Loss.** The Contractor shall bear the risk of loss for any Contractor materials used for a Contract and for all deliverables, Department personal or other data which is in the possession of the Contractor or used by the Contractor in the performance of a Contract, until possession, ownership and full legal title to the deliverables are transferred to and accepted by the Department.
14. **Forum, Choice of Law And Mediation.** Any actions arising out of a Contract shall be governed by the laws of Massachusetts, and shall be brought and maintained in a state or federal court in Massachusetts which shall have exclusive jurisdiction thereof. The Department, with the approval of the Attorney General's Office, and the Contractor may agree to voluntary mediation through the Massachusetts Office of Dispute Resolution (MODR) of any Contract dispute and will share the costs of such mediation. No legal or equitable rights of the parties shall be limited by this Section.
15. **Contract Boilerplate Interpretation, Severability, Conflicts With Law, Integration.** Any amendment or attachment to any Contract which contains conflicting language or has the effect of a deleting, replacing or modifying any printed language of these Commonwealth Terms and Conditions, as officially published by ANF, CTR and OSD, shall be interpreted as superseded by the official printed language. If any provision of a Contract is found to be superseded by state or federal law or regulation, in whole or in part, then both parties shall be relieved of all obligations under that provision only to the extent necessary to comply with the superseding law; provided however, that the remaining provisions of the Contract, or portions thereof, shall be enforced to the fullest extent permitted by law. All amendments must be executed by the parties in accordance with Section 1 of these Commonwealth Terms and Conditions and filed with the original record copy of a Contract as prescribed by CTR. The printed language of the Standard Contract Form, as officially published by ANF, CTR and OSD, which incorporates by reference these Commonwealth Terms and Conditions, shall supersede any conflicting verbal or written agreements relating to the performance of a Contract, or attached thereto, including contract forms, purchase orders or invoices of the Contractor. The order of priority of documents to interpret a Contract shall be as follows: the printed language of the Commonwealth Terms and Conditions, the Standard Contract Form, the Department's Request for Response (RFR) solicitation document and the Contractor's Response to the RFR solicitation, excluding any language stricken by a Department as unacceptable and including any negotiated terms and conditions allowable pursuant to law or regulation.

IN WITNESS WHEREOF, the Contractor certifies under the pains and penalties of perjury that it shall comply with these Commonwealth Terms and Conditions for any applicable Contract executed with the Commonwealth as certified by their authorized signatory signing the Standard Contract Form.

**Massachusetts Emergency Management Agency
Special Conditions and Reporting Requirements**

Parties

The "Contractor" or "Subrecipient" is an eligible public or private not-for-profit entity that has applied for grant funding to the Massachusetts Emergency Management Agency (MEMA) and has received an approved award. The subrecipient must be represented by a duly authorized official(s) of the Contractor whose signature(s), authorization(s), and/or certification(s) legally represent and bind the Contractor. The Commonwealth of Massachusetts, acting through the Massachusetts Emergency Management Agency ("Department"), is responsible for administering this grant program.

Agreement

The Subrecipient and Department will execute a State Standard Grant Contract through which the subrecipient agrees to perform all activities as described in the approved application within the budget, dates of service, and other conditions set forth below. The Department agrees to reimburse the Subrecipient for all allowable costs incurred within period of performance as stated in the executed state contract and to provide technical assistance and support required to carry out the purposes of the grant.

Terms and Conditions

1. **Project Revisions.** Any substantive adjustment to a subrecipient's scope of work or budget must be reviewed and approved by MEMA prior to expenditure. A contract amendment may be required prior to performance under an adjusted scope of work. MEMA is not obligated to reimburse work or expenditures made outside an approved scope of work or budget.
2. **Press.** Subrecipient agrees to proactively notify MEMA of any interactions or planned media outreach regarding activities funded under this grant program.
3. **Release of Information.** All records, papers and other documents of any kind related to the funded activity in any manner and kept by subrecipients of these funds shall be made promptly available upon request to any person authorized by MEMA for inspection and copying.
4. **Application of Special Conditions to Subrecipient:** If a subrecipient proposes to engage in sub-granting activities, it shall ensure its sub-grantees adhere to all applicable contract conditions.
5. **Reporting.** Subrecipients agree to submit timely and accurate Reimbursement Request Form as needed and directed. Failure to comply with this condition may result in the withholding of subrecipient funds until the delinquent report is received.
6. **Contractor/Consultant Rates.** Compensation for individual consultant services is to be reasonable and consistent with the amount paid for similar services in the marketplace. Consideration can be given to compensation, including fringe benefits, for those individuals whose employers do not provide the same. Time and effort reports are required for consultants.
7. **Internet Access.** Subrecipients must have Internet access.
8. **Email addresses.** Subrecipient project point of contact of grant programs must have individual email addresses.
9. **Subrecipient Non-compliance.** Contractor/Subrecipient, is subject to the federal and state regulations and related requirements set forth herein. Non-compliance may result in an audit finding and subsequent repayment of funds. Approval of a project, project costs, contract, or payment by MEMA does not exempt the Contractor from requirements to repay funds. Should a state, federal, or local audit reveal that actions taken by the Contractor/Subrecipient, or any of its contractors, regardless of previous approval by MEMA, do not comply with policies, laws, or regulations, the Contractor agrees to repay the required amounts in the manner and timeframe determined by MEMA. Repayments not made as expected will be considered debts and addressed under the Commonwealth's Debt Collection and Intercept policy (815 CMR 9.00).
10. **Monitoring.** Subrecipients agree to cooperate with MEMA monitoring and site visits.
11. **Records Retention.** The Contractor shall retain all related records for a minimum of six years from the date of the Close-Out Report Submission. In cases of similar requirements at two or more levels, the more stringent of the requirements must be followed.
12. **Prior to acceptance of these terms and conditions,** Contractor must evaluate its policies, procedures, and management systems for risk of non-compliance with any of the above terms and conditions, inclusive of all requirements of FEMA, U.S. DOT and 2 CFR 200. Any identified areas of risk must be brought to the attention of MEMA prior to the execution of the contract in order to determine and implement the appropriate remedy.

Certification of Compliance with Federal Procurement Standards

All subrecipient spending under a Federal Grant must comply with the federal procurement standards described in 2 CFR 200.317 through 200.327. Subrecipients must expend funds under their official, documented procurement procedures which comply with applicable federal, state, local, and tribal laws, and regulations. By signing this Contract, the Subrecipient certifies compliance with the following:

1. Procurement(s) conducted under the above-referenced grant program will comply with my organization's procurement procedures which are documented and reflect current procurement practices.
2. My organization's procurement procedures comply with the federal procurement standards found at 2 CFR 200.317 through 200.327.

If the subrecipient does not have documented procurement procedures, MEMA may terminate this agreement and/or withhold reimbursement until such time as the subrecipient can provide appropriate revisions to assure all expenditures were made in compliance with the applicable federal, state, local, and tribal procurement requirements.



Commonwealth of Massachusetts
CONTRACTOR AUTHORIZED SIGNATORY LISTING

This form is jointly issued and published by the Office of the Comptroller (CTR) and the Operational Services Division (OSD) as the default form for all Commonwealth Departments when another form is not prescribed by regulation or policy.

Signature for Corporation (C or S), Partnership, Trust/Estate, Limited Liability Company (must match Form W-9 tax classification)

Contractor/Subrecipient Legal Name	Vendor Code / FFY Grant Program
SUDBURY, Town of	VC6000191996/FFY2023EMPG

INSTRUCTIONS: Any Contractor (other than a sole-proprietor or an individual contractor) must provide a listing of individuals who are authorized as legal representatives of the Contractor who can sign contracts and other legally binding documents related to the contract on the Contractor's behalf. In addition to this listing, any state department may require additional proof of authority to sign contracts on behalf of the Contractor, or proof of authenticity of signature (a notarized signature that the Department can use to verify that the signature and date that appear on the Contract or other legal document was actually made by the Contractor's authorized signatory, and not by a representative, designee or other individual.)

For privacy purposes DO NOT ATTACH any documentation containing personal information, such as bank account numbers, social security numbers, driver's licenses, home addresses, social security cards or any other personally identifiable information that you do not want released as part of a public record. The Commonwealth reserves the right to publish the names and titles of authorized signatories of contractors.

There are three types of electronic signatures that will be accepted on this form: 1) Traditional "wet signature" (ink on paper); 2) Electronic signature that is either: a. hand drawn using a mouse or finger if working from a touch screen device; or b. An upload picture of the signatory's hand drawn signature; 3) Electronic signature affixed using a digital tool such as Adobe Sign or DocuSign. Typed text of a name not generated by a digital tool, computer generated cursive, or an electronic symbol are not acceptable forms of electronic signature.

Authorized Signatory Name	Title	Phone Number	Email Address
John Whalen	Fire Chief	978-440-5301	whalenj@sudbury.ma.us

Acceptance of any payment under a Contract or Grant shall operate as a waiver of any defense by the Contractor challenging the existence of a valid Contract due to an alleged lack of actual authority to execute the document by the signatory.

I certify that I am a responsible authorized officer of the Contractor and as an authorized officer of the Contractor I certify that the names of the individuals identified on this listing are current as of the date of execution and that these individuals are authorized to sign contracts and other legally binding documents related to contracts with the Commonwealth of Massachusetts on behalf of the Contractor. I understand and agree that the Contractor has a duty to ensure that this listing is immediately updated and communicated to any state department with which the Contractor does business whenever the authorized signatories above retire, are otherwise terminated from the Contractor's employ, have their responsibilities changed resulting in their no longer being authorized to sign contracts with the Commonwealth or whenever new signatories are designated.

Please note you cannot self-certify your own signature as a single signer listed above.

Signature	<u>Andrew J Sheehan</u> <small>Andrew J Sheehan (Jan 23, 2024 17:13 EST)</small>		Date	1/23/24	
Print Name	Andrew J Sheehan	Phone Number	978-639-3385	Email	sheehana@sudbury.ma.us

A copy of this listing must be attached to the "record copy" of a contract filed with the department.










Sudbury FFY2023EMPG CASL 11.6.2023

Final Audit Report

2024-01-23

Created:	2023-12-20
By:	Lisa Hennessy (lisa.m.hennessy@mass.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAaL1V_4b8hryyBVHGaATYO7aZyVkrZYS

"Sudbury FFY2023EMPG CASL 11.6.2023" History

-  Document created by Lisa Hennessy (lisa.m.hennessy@mass.gov)
2023-12-20 - 8:16:04 PM GMT
-  Document emailed to whalenj@sudbury.ma.us for signature
2023-12-20 - 8:18:32 PM GMT
-  Email viewed by whalenj@sudbury.ma.us
2023-12-20 - 8:28:40 PM GMT
-  Document signing delegated to SheehanA@sudbury.ma.us by whalenj@sudbury.ma.us
2023-12-20 - 8:33:41 PM GMT
-  Document emailed to SheehanA@sudbury.ma.us for signature
2023-12-20 - 8:33:41 PM GMT
-  Email viewed by SheehanA@sudbury.ma.us
2023-12-20 - 9:42:21 PM GMT
-  Signer whalenj@sudbury.ma.us entered name at signing as Andrew J Sheehan
2024-01-23 - 10:13:38 PM GMT
-  Document e-signed by Andrew J Sheehan (whalenj@sudbury.ma.us)
Signature Date: 2024-01-23 - 10:13:40 PM GMT - Time Source: server
-  Agreement completed.
2024-01-23 - 10:13:40 PM GMT



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Acrobat Sign






Sudbury FFY2023EMPG Contract

Final Audit Report

2024-01-24

Created:	2024-01-24
By:	Lisa Hennessy (lisa.m.hennessy@mass.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA_CYroc82PA3IDewjWL_btOo73OfRbU54

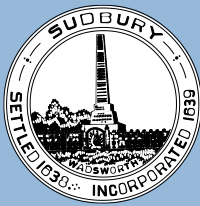
"Sudbury FFY2023EMPG Contract" History

-  Document created by Lisa Hennessy (lisa.m.hennessy@mass.gov)
2024-01-24 - 2:46:13 PM GMT
-  Document emailed to Randall Lui (Randall.Lui2@mass.gov) for signature
2024-01-24 - 2:46:35 PM GMT
-  Email viewed by Randall Lui (Randall.Lui2@mass.gov)
2024-01-24 - 6:16:06 PM GMT
-  Document e-signed by Randall Lui (Randall.Lui2@mass.gov)
Signature Date: 2024-01-24 - 6:16:22 PM GMT - Time Source: server
-  Agreement completed.
2024-01-24 - 6:16:22 PM GMT

Attachment2.a: Sudbury FFY2023EMPG Executed Contract - thru 063024 scan (6136 : Accept EMPG grant for Fire Dept)



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SUDBURY SELECT BOARD

Tuesday, February 6, 2024

MISCELLANEOUS (UNTIMED)

3: Accept 2024 ATM articles

REQUESTOR SECTION

Date of request:

Requested by: Patty Golden

Formal Title: Vote to accept 2024 Annual Town Meeting articles submitted by 1/31/24 and to refer all articles to Town Counsel for review and comment as to form. Also vote on order of articles, and designate articles for the consent calendar. Also vote to refer any Zoning Bylaw amendments and street acceptance articles to the Planning Board.

Recommendations/Suggested Motion/Vote: Vote to accept 2024 Annual Town Meeting articles submitted by 1/31/24 and to refer all articles to Town Counsel for review and comment as to form. Also vote on order of articles, and designate articles for the consent calendar. Also vote to refer any Zoning Bylaw amendments and street acceptance articles to the Planning Board.

Background Information:
list of all submitted articles

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

02/06/2024 7:00 PM

ATM 2024 ARTICLES

	Article Title	Sponsor/ Submitted by	Article Presenter	SB Position	FinCom Position	CIAC Position	CPC Position	Report SB position at ATM	Funding Source	Requested Amount	Required Vote	Consent Calendar
	IN MEMORIAM RESOLUTION		Dretler ?									
	FINANCE/BUDGET											
1	Hear Reports	Select Board	TBD								Majority	
2	FY24 Budget Adjustments	Select Board	Sheehan								Majority	
3	FY25 Budget	Town Manager	Sheehan						Levy		Majority	
4	FY25 Capital Budget	Town Manager	Sheehan						Levy		Majority	
5	FY25 Transfer Station Enterprise Fund Budget	Town Manager	Sheehan						Enterprise		Majority	Y
6	FY25 Pool Enterprise Fund Budget	Town Manager	Sheehan						Enterprise		Majority	Y
7	FY25 Recreation Field Maintenance Enterprise Fund Budget	Town Manager	Sheehan						Enterprise		Majority	Y
8	FY24 Snow & Ice Transfer	Town Manager	Sheehan						Free Cash		Majority	Y
9	Unpaid Bills of Prior Fiscal Years	Town Accountant	Keohane						Free Cash		Four-fifths	
10	Chapter 90 Highway Funding	DPW Director	Nason						State		Majority	Y
11	FY25 Stabilization Fund	Select Board							Levy		Majority	Y
12	FY25 Revolving Fund Spending Limits	Finance Director	Keohane						Fees		Majority	Y
13	Capital Stabilization Fund	Town Manager	Sheehan						Levy		Majority	Y
14	Revoke Opioid Settlement Stabilization Fund	Board of Health	Sheehan/ Zeng									
15	Means Tested Senior Tax Exemption Extension	Board of Assessors										
	MISCELLANEOUS											
16	Acquisition of MBTA Buildings	Historical Commission	Sheehan/ Hagger									
17	Swap Body Trucks w/Plow & Various Bodies - 2 of same vehicle	DPW Director	Nason							\$560,000	Majority	
18	Pickup Truck with Plow	DPW Director	Nason							\$120,000	Majority	
19	Town Wide Culvert and Drainage Reconstruction	DPW Director	Nason							\$625,000	two-thirds	
20	DPW Roof Top HVAC Unit Replacements	Facilities Director	Duran							\$200,000		
21	DPW Salt Shed Vinyl Cover Replacement	Facilities Director	Duran							\$125,000		
22	Atkinson Pool Renovation	Facilities Director	Duran							\$2,350,000		
23	SPS - School Classroom Instructional Equipment Replacement	SPS Committee								\$100,000		
24	SPS - Haynes Elementary School Dehumidification HVAC	SPS Committee								\$150,000		

Attachment3.a: 2024 ATM_Articles_working_copy (6051 : Accept 2024 ATM articles)

ATM 2024 ARTICLES

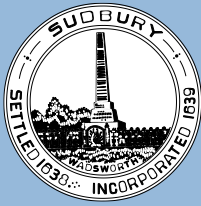
	Article Title	Sponsor/ Submitted by	Article Presenter	SB Position	FinCom Position	CIAC Position	CPC Position	Report SB position at ATM	Funding Source	Requested Amount	Required Vote	Consent Calendar
25	LSRHS Lighting Control Replacement	LS School Committee								\$144,585		
26	LSRHS Exterior Stairwell Replacement	LS School Committee								\$130,965		
27	Amend General Bylaw, Art. XV, Building Permit Fees	Town Manager	Sheehan									
28	Amend General Bylaws, Art. XXII, Conservation Commission Fees	Town Manager	Sheehan									
29	Amend Zoning Bylaw: Codification - Additional Changes	Town Clerk	Klein									
30	Amend Zoning Bylaw: Section 6390A, Site Plan Review Lapse and Appeal Modification	Planning Board									two-thirds	
31	Amend Zoning Bylaw Article IX: Insert Section 4700C Multi-Family Overlay District (MBTA Zoning)	Planning Board										
32	Amend Zoning Bylaw Article IX: Insert Section 5600 Inclusion of Affordable Housing	Planning Board										
33	Amend Zoning Bylaw: Firearms Safety Business Use	Select Board	Russo									
CPC ARTICLES												
34	Community Preservation Act Fund - Wayside Inn Road Bridge Reconstruction	CPC								\$400,000	Majority	Y
35	Community Preservation Act Fund - Bruce freeman Rail Trail Phase 3	CPC								\$600,000	Majority	Y
36	Community Preservation Act Fund - Sudbury Housing Authority Allocation	CPC								\$450,000	Majority	Y
37	Community Preservation Act Fund - Sudbury Housing Trust Allocation	CPC								\$380,000	Majority	Y
38	Community Preservation Act Fund - Remediation of Water Chestnuts from Hop Brook Pond System	CPC								\$56,221	Majority	Y
39	Community Preservation Act Fund - Parkinson Field Driveway Design	CPC								\$100,000	Majority	Y
40	Community Preservation Act Fund - Community Garden	CPC								\$40,000	Majority	Y
41	Community Preservation Act Fund - Regional Housing Services Office (RHSSO) Membership Fee	CPC								\$33,000	Majority	Y
42	Community Preservation Act Fund - Return of Unspent Funds	CPC								\$28,051.00	Majority	Y

Attachment3.a: 2024 ATM_Articles_working_copy (6051 : Accept 2024 ATM articles)

ATM 2024 ARTICLES

	Article Title	Sponsor/ Submitted by	Article Presenter	SB Position	FinCom Position	CIAC Position	CPC Position	Report SB position at ATM	Funding Source	Requested Amount	Required Vote	Consent Calendar
43	Community Preservation Act Fund - General Budget and Appropriations	CPC								\$4,750,193	Majority	Y
	PETITION ARTICLE											
44	Amend General Bylaws, Chapter 20, by Adding "Disability"	Citizens Petition	Kay Bell									

Attachment3.a: 2024 ATM_Articles_working_copy (6051 : Accept 2024 ATM articles)



SUDBURY SELECT BOARD
Tuesday, February 6, 2024

MISCELLANEOUS (UNTIMED)

4: Discussion on Town Forum

REQUESTOR SECTION

Date of request:

Requested by: Patty Golden

Formal Title: Discussion and possible vote on Firearms Safety Business Use Bylaw public forum, including potential dates, time, venue, agenda, and related matters.

Recommendations/Suggested Motion/Vote: Discussion and possible vote on Firearms Safety Business Use Bylaw public forum, including potential dates, time, venue, agenda, and related matters.

Background Information:

Financial impact expected:

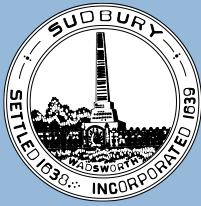
Approximate agenda time requested:

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

02/06/2024 7:00 PM



SUDBURY SELECT BOARD
Tuesday, February 6, 2024

MISCELLANEOUS (UNTIMED)

5: Discussion on Sewataro financial statements

REQUESTOR SECTION

Date of request:

Requested by: Patty Golden

Formal Title: Follow up discussion on Sewataro financial statements, including estimate of cost for independent audit

Recommendations/Suggested Motion/Vote: Follow up discussion on Sewataro financial statements, including estimate of cost for independent audit

Background Information:

Financial impact expected:

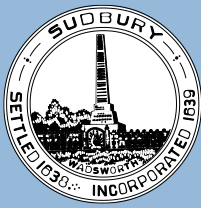
Approximate agenda time requested:

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

02/06/2024 7:00 PM



SUDBURY SELECT BOARD
Tuesday, February 6, 2024

MISCELLANEOUS (UNTIMED)

6: Minutes review and approval

REQUESTOR SECTION

Date of request:

Requested by: Patty Golden

Formal Title: Vote to review and possibly approve the open session minutes of 1/9/24.

Recommendations/Suggested Motion/Vote: Vote to review and possibly approve the open session minutes of 1/9/24.

Background Information:
draft 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

02/06/2024 7:00 PM

SUDBURY SELECT BOARD

TUESDAY JANUARY 9, 2024

7:00 PM - ZOOM

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

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

Absent: Select Board Member Jennifer Roberts

The statutory requirements as to notice having been compiled with, the meeting was convened at 7:00 PM, via Zoom telecommunication mode.

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

Call to Order

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

Opening remarks by Chair

- Thanked the Dept. of Public Works for keeping the roads safe during the recent storms

Reports from Town Manager

- Thanked DPW, Sudbury Police and Fire, EMTs and utility partners including Eversource for power restoration efforts during the last storm
- Thanked residents for their patience during the recent storms
- Mentioned the Governor had evoked modest budget cuts
- Confirmed ongoing work regarding the Sudbury operating and fiscal budget for FY25
- Governor will be unveiling the budget next week, as well as local aid to cities and towns

Select Board Reports

Vice-Chair Kouchakdjian

- Thanked DPW for efforts during recent storms
- Wished all a happy, healthy and prosperous 2024

Board Member Carty

- Wished everyone a happy 2024
- State Transportation aid has been reduced, affecting ear marked funding for the Go Sudbury! program

Board Member Russo

- Board Member officially joined the Select Board meeting at 7:07 PM; Russo-present
- Extended thanks to DPW for their contributions during the storms
- Advised residents to check storm drains in anticipation of bad weather
- He thanked the Goodnow Library for stocking “hot spot” devices for patrons; especially during utility outages such as he is experiencing currently at his home

Public comments

Resident Kay Bell, 348 Old Lancaster Road, wished all a healthy and happy 2024. She commented about the vocational high schools in the area, and stressed that the vocational schools offer many competitive career offerings such as early childhood education, veterinary preparatory training, web design, biotech, the trades, cosmetology, engineering and food preparatory training. She thanked the Board for working to get Sudbury students into a vocational school.

Resident Len Simon, 40 Meadowbrook Circle, requested that the memo he submitted regarding gun safety be included in tonight’s Select Board meeting documentation. He commented about related Town zoning maps discussed at the Select Board meeting in December, 2023; and stated that such discussions might actually encourage and attract gun shop operators to Sudbury. He strongly recommended the Board consider the formation of a firearms subcommittee as well as a firearms public forum.

Resident Jack Ryan, 155 Ford Road, mentioned activities taking place on the BFRT in Concord and Acton; and hoped such activities on the BFRT in Sudbury would not be influenced by a gun shop in the proximity of the trail. He emphasized that the Select Board take time to consider this matter and to conduct a public open session on the topic.

Consent Calendar

#1 - Vote to accept a donation of \$5000 from the Jean Lind Teen Center to be used solely for Park and Recreation Teen programs.

#2 - Vote to approve execution by the Town Manager of an Agreement between the Town and Woodard and Curran in the amount of \$35,000 for Engineering Consulting Services to assist the Town of Sudbury with the APWA Self-Assessment Improvement and Evaluation Phase set forth in Appendix A dated November 29 2023, to be completed in its entirety by December 31, 2024, unless otherwise extended; and to act on anything relative thereto.

Vice-Chair Kouchakdjian motioned to approve Consent Calendar Items 1 and 2, as listed on the Select Board meeting agenda of 1/9/24. Board Member Russo seconded the motion.

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

VOTED: To approve Consent Calendar Items 1 and 2, as listed on the Select Board meeting agenda of 1/9/24.

Vocational Education update

Vice-Chair Kouchakdjian confirmed that she and Town Manager Sheehan recently visited Nashoba Valley Technical High School. She added the vocational schools have experienced an increase in enrollment and are currently not accepting new students.

Vice-Chair Kouchakdjian mentioned she would maintain contact with the five vocational schools on the Select Board list as well as monitoring new technical school programs, additions or construction.

Town Manager Sheehan noted that vocational education high schools are very much in demand and offer many “cutting edge” career programs. He agreed it was most challenging to secure a permanent vocational school partner. Town Manager Sheehan confirmed he has been in communication with administrators from these schools and will continue the search.

Board Member Carty asked if all of the five listed vocational schools had been contacted. Town Manager Sheehan responded in the affirmative.

Board Member Carty asked how many Sudbury students had been unable to secure vocational education placement.

Board Member Russo stressed the importance of the vocational education topic, and thanked Vice-Chair Kouchakdjian for drafting the Vocational Education memorandum. He recommended that written communications from the five vocational schools be included in the Select Board packet, and was also interested in knowing the number of Sudbury students who were not admitted to a vocational education school. Chair Dretler confirmed that all related informed being requested would be distributed to the Board Members.

Board Member Carty recommended that another Vocational education update be provided to the Board in approximately six months.

Fair Share Act update

Town Manager Sheehan stated the Fair Share Act went into effect last year and supports areas of Education (Ch. 90) and infrastructure (particularly transportation). He provided specifics about the Sudbury allocation of Fair Share funds, acknowledging that this additional revenue is useful for the Town.

Board Member Carty understood that in order to utilize the Fair Share allocation, a vote must be taken at Town Meeting. Town Manager Sheehan confirmed that was the case.

Board Member Russo asked if the Fair Share allocation might provide a new baseline for budget planning. Town Manager Sheehan indicated that the allocation would not replace the Ch. 90 funding, and hoped it would continue to serve as supplemental funding.

Discussion of Sudbury General Bylaws, Article XXV, Capital Planning

Town Manager Sheehan addressed the Sudbury capital planning process and suggested that the Board review the DLS (Division of Local Services) related recommend presented to the Board in 2020. Town Manager Sheehan mentioned the importance of eliminating inefficiencies.

Vice-Chair Kouchakdjian agreed with promoting planning efficiencies, and wished to be respectful of Town volunteers as well. Chair Dretler concurred that Board Members should re-examine the DLS report.

Board Member Carty recommended working through the current budget before making any capital planning modifications.

Update on status and next steps on the proposed firearms business use zoning bylaw

Present: Planning and Community Development Director Adam Burney, Town Counsel Lee Smith

Town Manager Sheehan reviewed edits made to the existing zoning bylaw.

Mr. Burney explained there were two possible locations in the industrial district which might be suitable for firearms business zoning. He referenced his related memo to Town Manager Sheehan dated December 28, 2023.

Board Member Russo asked about the two possible locations. Attorney Smith indicated that he wanted to examine the options and zoning aspects in further detail, before presenting any type of recommendation to the Board. Board Member Russo detailed that identification of such location and Special Permitting would help close the door to gun shop appeal and would help protect public safety. Board Member Carty agreed that if the Town decides not to take any action on this matter, gun shops could open without proper safeguards.

After robust discussion, Board Members agreed not to act or vote tonight in consideration of Board Member Roberts absence.

Vice-Chair Kouchakdjian expressed her concerns about creating a firearms zoning bylaw at this time. Attorney Smith commented that the Town could be sued in any circumstance. Board Member Russo mentioned that he would be fine to IP (Indefinitely Postpone) this topic at any time, but in the interests of protecting the public it might be wise to act sooner than later.

Board Member Russo motioned to continue the firearms zoning discussion. Board Member Carty seconded the motion.

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

VOTED: To continue the firearms zoning discussion

Vice-Chair Kouchakdjian suggested the Board consider having a Special Town Meeting to consider such a firearms article.

Town Manager Sheehan recommended specificity at the next meeting, including consideration of property setbacks and that Attorney Smith present 250' setbacks within the Sudbury ID District.

Chair Dretler confirmed the topic would be on the Select Board agenda for the January 23rd meeting.

Discussion on potential 2024 Annual Town Meeting articles to be submitted by the Select Board, and also authorize the Town Manager to submit articles on behalf of the Select Board.

Vice-Chair Kouchakdjian motioned to authorize Town Manager Sheehan to submit Annual town Meeting articles on behalf of the Select Board. Board Member Carty seconded the motion.

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

VOTED: To authorize Town Manager Sheehan to submit Annual Town Meeting articles on behalf of the Select Board

Board Member Carty suggested using \$17,000 of ARPA funding to match the grant for the Catch Connection transportation program. Chair Dretler agreed to put that item on the Select Board meeting agenda for the January 23rd meeting.

Members suggested conducting an ARPA update/status check in the near future.

Discuss and possible vote to approve proposed 2024 Municipal Update Newsletter Schedule of Deadlines for Select Board assignment, submission and approval

Vice-Chair Kouchakdjian motioned to approve the proposed 2024 Municipal Update Newsletter Schedule of Deadlines for Select Board assignment, submission and approval. Board Member Russo seconded the motion.

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

VOTED: To approve the proposed 2024 Municipal Update Newsletter Schedule of Deadlines for Select Board assignment, submission and approval

Vote to review and possibly approve open session minutes of 11/28/23, 12/5/23 and 12/12/23

11/28/23

Vice-Chair Kouchakdjian motioned to approve the Select Board open session minutes of 11/28/23, as edited. Board Member Carty seconded the motion.

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

VOTED: To approve the Select Board open session minutes of 11/28/23, as edited

12/5/23

Vice-Chair Kouchakdjian motioned to approve the Select Board open session minutes of 12/5/23, as edited. Board Member Carty seconded the motion.

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

VOTED: To approve the Select Board open session minutes of 12/5/23, as edited

12/12/23

Vice-Chair Kouchakdjian motioned to approve the Select Board open session minutes of 12/12/23. Board Member Carty seconded the motion.

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

VOTED: To approve the Select Board open session minutes of 12/12/23

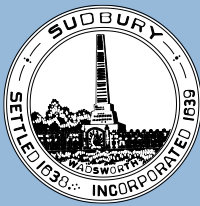
Adjourn

Vice-Chair Kouchakdjian motioned to adjourn the Select Board Meeting. Board Member Russo seconded the motion.

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

VOTED: To adjourn the Select Board Meeting

There being no further business, the meeting ended at 9:25 PM.



SUDBURY SELECT BOARD

Tuesday, February 6, 2024

EXECUTIVE SESSION

7: Exec Session re: dispatch union

REQUESTOR SECTION

Date of request:

Requested by: Patty Golden

Formal Title: At the close of Open Session, vote to enter Executive Session to discuss strategy with respect to collective bargaining (Civilian Dispatchers) if an open meeting may have a detrimental effect on the bargaining position of the public body and the chair so declares (exception 3).

Recommendations/Suggested Motion/Vote: At the close of Open Session, vote to enter Executive Session to discuss strategy with respect to collective bargaining (Civilian Dispatchers) if an open meeting may have a detrimental effect on the bargaining position of the public body and the chair so declares (exception 3).

Background Information:

Financial impact expected:

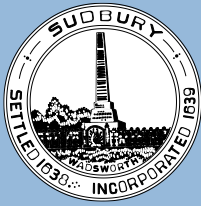
Approximate agenda time requested:

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

02/06/2024 7:00 PM



SUDBURY SELECT BOARD
Tuesday, February 6, 2024

EXECUTIVE SESSION

8: Exec session minutes review

REQUESTOR SECTION

Date of request:

Requested by: Patty Golden

Formal Title: Continue executive session to review, approve and possibly release executive session meeting minutes pursuant to G.L. c. 30A, § 21(a)(7) (Purpose 7), citing to the Open Meeting Law, G.L. c. 30A, §§ 22(f), (g).

Recommendations/Suggested Motion/Vote: Continue executive session to review, approve and possibly release executive session meeting minutes pursuant to G.L. c. 30A, § 21(a)(7) (Purpose 7), citing to the Open Meeting Law, G.L. c. 30A, §§ 22(f), (g).

Background Information:
attached drafts of 11/14/23 and 12/5/23.

Financial impact expected:

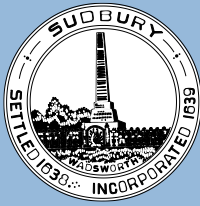
Approximate agenda time requested:

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

02/06/2024 7:00 PM



SUDBURY SELECT BOARD
Tuesday, February 6, 2024

EXECUTIVE SESSION

9: Close exec session

REQUESTOR SECTION

Date of request:

Requested by: Patty Golden

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

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

Background Information:

Financial impact expected:

Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

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

02/06/2024 7:00 PM