

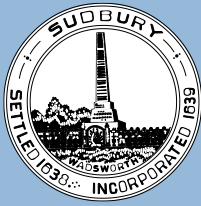
SUDBURY BOARD OF SELECTMEN
TUESDAY MAY 5, 2020
6:00 PM, TOWN HALL - LOWER LEVEL

Item #	Time	Action	Item
	6:00 PM		CALL TO ORDER
EXECUTIVE SESSION			
1.		<i>VOTE</i>	Vote to immediately enter executive session to review executive session meeting minutes, pursuant to G.L. c. 30A, § 21(a)(7) “[t]o comply with, or act under the authority of, any general or special law or federal grant-in-aid requirements” (“Purpose 7”), citing to the Open Meeting Law, G.L. c. 30A, §§ 22(f), (g).
2.		<i>VOTE</i>	Vote to close Executive Session and resume Open Session.
	7:00 PM		Opening remarks by Chairman
			Reports from Selectmen
			Reports from Town Manager
			Citizen's comments on items not on agenda
MISCELLANEOUS			
3.			Health Director Bill Murphy to provide an update on COVID-19 (15 min).
4.			Update from Adam Duchesneau, Director of Planning and Community Development, on potential impact to staff workload if town meeting petition article (Burying Utility Lines) becomes a priority for the Town.
5.		<i>VOTE</i>	Energy and Sustainability Committee to present and discuss recommending renewal of the Sudbury Town Wide Community Electricity Aggregation program for residents and businesses that will be expiring in August. Also possibly vote to renew the program.
6.			Division of Local Services (DLS) presentation of capital report. Attending from DLS will be Tara Lynch, Sean Cronin, Marcia Bohinc.
7.		<i>VOTE</i>	Discussion and possible adoption of M.G.L. c.110G, regarding the use of electronic signatures by Council/ Board/Commission members pursuant to Amendment 13-7 to the Massachusetts Deed Indexing Standards 2018, effective April 17, 2020.

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

Item #	Time	Action	Item
8.		<i>VOTE</i>	Discussion and potential vote on Annual Town Election date. Town Clerk to provide communications plan and staffing detail. Also feedback and approval from the Board of Health is required.
9.		<i>VOTE</i>	Review Town Meeting articles, possibly take positions on articles, and assign motions and presentations.
10.		<i>VOTE</i>	Discussion and possible vote on updated consent calendar items for Town Meeting warrant articles
11.			Discussion on the Fairbank Community Center/Town Forum.
12.			Citizen's Comments
13.			Upcoming Agenda Items
CONSENT CALENDAR			
14.		<i>VOTE</i>	Vote to approve advertising openings for the town board/committee positions becoming available in 2020.
15.		<i>VOTE</i>	Vote to adjourn meeting

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

**SUDBURY BOARD OF SELECTMEN**

Tuesday, May 5, 2020

EXECUTIVE SESSION**1: Exec Session to review minutes****REQUESTOR SECTION**

Date of request:

Requested by: Patty Golden

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

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

Background Information:

Attached draft executive minutes of 3/20/18, 4/11/18, 6/5/18, 7/17/18, 7/30/18.

Financial impact expected:

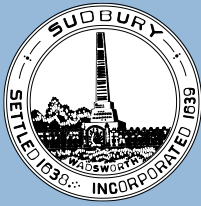
Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

Patty Golden	Pending
Maryanne Bilodeau	Pending
Jonathan Silverstein	Pending
Daniel E Carty	Pending
Board of Selectmen	Pending

05/05/2020 6:00 PM



SUDBURY BOARD OF SELECTMEN

Tuesday, May 5, 2020

2

EXECUTIVE SESSION

2: Close Executive Session

REQUESTOR SECTION

Date of request:

Requested by: Patty Golden

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

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

Background Information:

Financial impact expected:

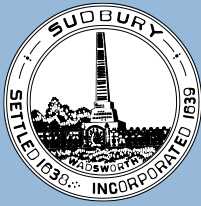
Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

Patty Golden	Pending
Maryanne Bilodeau	Pending
Jonathan Silverstein	Pending
Daniel E Carty	Pending
Board of Selectmen	Pending

05/05/2020 6:00 PM



SUDBURY BOARD OF SELECTMEN

Tuesday, May 5, 2020

3

MISCELLANEOUS (UNTIMED)

3: COVID-19 update

REQUESTOR SECTION

Date of request:

Requestor: Chairman Carty

Formal Title: Health Director Bill Murphy to provide an update on COVID-19 (15 min).

Recommendations/Suggested Motion/Vote: Health Director Bill Murphy to provide an update on COVID-19 (15 min).

Background Information:

Financial impact expected:

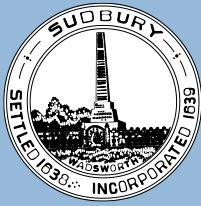
Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

Patty Golden	Pending
Maryanne Bilodeau	Pending
Jonathan Silverstein	Pending
Daniel E Carty	Pending
Board of Selectmen	Pending

05/05/2020 6:00 PM



SUDBURY BOARD OF SELECTMEN

Tuesday, May 5, 2020

4

MISCELLANEOUS (UNTIMED)

4: Planning Dept update on impact of petition article (burying utility lines)

REQUESTOR SECTION

Date of request:

Requested by: Patty Golden

Formal Title: Update from Adam Duchesneau, Director of Planning and Community Development, on potential impact to staff workload if town meeting petition article (Burying Utility Lines) becomes a priority for the Town.

Recommendations/Suggested Motion/Vote: Update from Adam Duchesneau, Director of Planning and Community Development, on potential impact to staff workload if town meeting petition article (Burying Utility Lines) becomes a priority for the Town.

Background Information:

Attached statement from Adam Duchesneau, Director of Planning & Community Development.

Financial impact expected:

Approximate agenda time requested: 10 minutes

Representative(s) expected to attend meeting: Adam Duchesneau, Director of Planning & Community Development

Review:

Patty Golden	Pending
Maryanne Bilodeau	Pending
Jonathan Silverstein	Pending
Daniel E Carty	Pending
Board of Selectmen	Pending

05/05/2020 6:00 PM

Golden, Patricia

From: Duchesneau, Adam
Sent: Friday, May 1, 2020 1:46 AM
To: Hayes, Henry
Cc: Golden, Patricia
Subject: Impact Statement Request for Select Board - Burying Utility Lines

Hello Henry,

As requested, please find below my comments to the Select Board regarding Girish Pathak's proposal to conduct a cost-benefit study project regarding the burying of utility lines in Sudbury.

While the topical aspect of this proposal is a worthwhile endeavor in my opinion, I do not feel the timing of this proposal is appropriate for the project. As is currently the case in all departments across Town, the Planning and Community Development Department has numerous short and long term ongoing projects, as well as a steady diet of day-to-day inquiries, issues, and applications to address. It is already difficult for staff to keep up with our current ongoing projects and the daily tasks of the office continue to place a heavy burden on staff. We are already getting behind on various components of the department's long range projects such as those for the Master Plan update process, the development of a new Open Space and Recreation Plan, the updating of the the Town's Community Preservation Plan, and the implementation of the microtransit pilot initiative. Some of these current projects are already suffering as a result of the department's workload and it is also becoming difficult to continue to produce high quality work products, not just for the long range projects but for daily inquiries and short term projects as well. We strive to maintain a high quality level of service to the public and to be responsive, but this has become a great challenge over the last several months. With all of the above said, I have not even mentioned the Bruce Freeman Rail Trail project which is entering a critical phase over the course of the next year and will only require more staff time than has been devoted in the recent past in order to move it forward. Additionally, the Department of Public Works, who would absolutely need to be partnering in a project such as this, is already underway on a wide variety of long range projects and studies, including the town-wide Comprehensive Wastewater Management Plan. This is an extremely immense initiative requiring long term persistence and this same level of effort would be required for an initiative to bury the utility lines in Sudbury. Yes, the proposal as laid out calls for a one year study/analysis, but if the results of the study are going to be useful, they would need to be followed up on shortly thereafter.

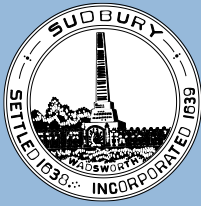
Furthermore, if we were going to do this study the right way and come to conclusions or develop data which could be useful to the Town moving forward, the project needs to be given the appropriate level of staffing commitment, otherwise the results of the study will be of little good use to the Town. Even reducing the FTE months to less than 1 FTE month of work over twelve months as the proponent is posing, would still put a burden on the staff of an already strained department. Working with and managing consultants takes time which is a resource that is continually depleted in our office. Sometimes the smallest projects take the most time and coordination to get the results you desire. If the study is conducted and then not advanced or acted upon in fairly short order after it is completed, the overall project will lose momentum and the data which has been gathered will become less useful.

While the results of such a study would most likely be very beneficial to the Town, I do not think the timing is right for this current proposal to be moved forward. I would recommend the initiative be put off in order to allow the Master Plan update process to be completed, the microtransit pilot to become established, and for ample staff time be devoted to the highly important Bruce Freeman Rail Trail project, among other items. We have a number of talented people in our office and we can accomplish a wide variety of tasks, but at some point one particular straw will break the camel's back and I feel we are at that point. I do not see a way to take on new projects at this time without seeing additional detriment happening to our already ongoing projects. As an aside, I also feel there needs to be a regulation of the flow of projects and an ordering of them which comes through to every department in order to allow all staff to work most efficiently, to produce the highest quality work products possible, and to be able to allow staff to adapt to projects or crises that always inevitably pop up from time to time in the municipal sector.

I would be happy to elaborate on any of these points further or answer any questions you may have. Thank you.

Adam

Adam L. Duchesneau, AICP
Director of Planning & Community Development
Town of Sudbury | Flynn Building, 278 Old Sudbury Road | Sudbury, MA 01776
t 978-639-3398 | f 978-639-3314 | DuchesneauA@Sudbury.MA.us
www.sudbury.ma.us



SUDBURY BOARD OF SELECTMEN

Tuesday, May 5, 2020

MISCELLANEOUS (UNTIMED)**5: Energy Committee - renewal of electric aggregation program**REQUESTOR SECTION

Date of request:

Requestor: Bill Barletta

Formal Title: Energy and Sustainability Committee to present and discuss recommending renewal of the Sudbury Town Wide Community Electricity Aggregation program for residents and businesses that will be expiring in August. Also possibly vote to renew the program.

Recommendations/Suggested Motion/Vote: Energy and Sustainability Committee to present and discuss recommending renewal of the Sudbury Town Wide Community Electricity Aggregation program for residents and businesses that will be expiring in August. Also possibly vote to renew the program.

Background Information:
attached memo from Energy Committee.

Financial impact expected:

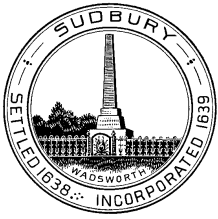
Approximate agenda time requested: 30 minutes

Representative(s) expected to attend meeting: Bill Barletta, Rami Alwan Chair

Review:

Patty Golden	Pending
Maryanne Bilodeau	Pending
Jonathan Silverstein	Pending
Daniel E Carty	Pending
Board of Selectmen	Pending

05/05/2020 6:00 PM



Town of Sudbury

Energy and Sustainability Committee

energy@sudbury.ma.us

April 22, 2020

Dear Select Board Members,

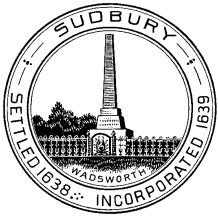
The Sudbury Energy and Sustainability Committee is requesting that the Select Board approve the Committee's request to go out to bid for the Town of Sudbury Municipal Electricity Aggregation electricity rates for residents and businesses of Sudbury with our recommendation of 100% green renewable electricity as the default option; and that the Town Manager be able to enter into a contract to purchase electrical energy for the residents and businesses of Sudbury under the Massachusetts Municipal Electricity Aggregation Program. The link to the Town's website with program details is <https://sudbury-cea.com>

From the beginning of the Local Energy Aggregation Program the Town of Sudbury has been at the forefront of buying renewable green energy. In our first purchase three years ago, we were able to set our default purchase at 19% Massachusetts Class 1 Preferred Renewable Energy Credits (Mass 1 REC's). This product allowed Sudbury residents to purchase energy at that was "greener" and cheaper than what Eversource was offering. We also created a product that allowed interested residents the opportunity to purchase 100% Mass 1 RECs at a slightly higher cost. Completely green energy. As more and more town have joined this program of local energy purchasing has become greener and greener.

The goal for this new round of aggregation was to make the default option purchasing 100% green electric power at a competitive price. The current Massachusetts State requirement is to purchase 5% renewable energy. This is what Eversource is required to do. As you can see the state has caught up with where Sudbury was three years ago. We believe that we will be able to do this by buying power through a variety of options.

First our plan is to purchase a minimum of 34% Mass 1 REC's. These RECs support the financing of local renewable energy facilities. These RECs have become highly desirable and are the most expensive form of green energy purchasing. The balance of our purchases will be through National Renewable Energy Credits (National RECs). These RECs are more affordable and still represent non-nuclear and non-fossil fuel energy purchases. Our plan is to make this combination the default option. There are two other factors in play that we feel will affect Sudbury residents and plan to address those in two other offerings that we will be presenting for our residents.

Eversource rates are seasonal, typically cheaper in the summer and more expensive in the winter. Because towns have the ability to purchase longer term contracts we can balance out the volatility and hopefully do so a rate lower than Eversource.



Town of Sudbury

Energy and Sustainability Committee

energy@sudbury.ma.us

For folks who wish to purchase electricity at a lower rate we will create an option that is equivalent to Eversource's "greenness" and at a potentially lesser cost. Typically, this option is used by folks on fixed incomes or who are experiencing financial issues of one form or another.

There are also residents who currently purchase the highest quality of green energy 100% Mass 1 REC's. For those residents this option will still be available again at a cost slightly higher than Eversource's rate.

In summary we asking for the Select Board to approve our request to go out to bid for the Town of Sudbury Municipal Aggregation at three different tier levels:

1. Matching Eversource at lesser pricing.
2. Purchasing 100% green energy at prices competitive to Eversource. (Default Product)
3. Purchasing 100% Mass 1 RECs and prices slightly high than Eversource.

In this way we hope to be able satisfy the need of all our residents in a competitive energy market.

Some further historical information and details below from the Committees Annual Report.

Residential Energy Aggregation / Community Choice Energy Supply – Sudbury's residential electric aggregation program was launched in 2017 and in 2019 continued to offer Sudbury residents the option of participating in a bulk aggregation electrical purchase.

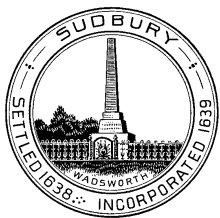
Aggregation of electrical accounts and bulk electricity purchase has long been common for municipalities and larger business clients; however, it is just starting to become more widely available for residential customers and small businesses. By purchasing electricity in bulk and having flexibility with the procurement cycle aggregators can offer a fixed long-term electricity supply rate (one, two or three years) generally with a lower cost than individuals can get through their local utility.

Aggregators offer access to renewable energy so a community can select to purchase a greater percentage of their electricity from Green renewable sources.

The option to offer Sudbury residents Residential Energy Aggregation was presented to the voters and approved at Town Meeting.

Sudbury, along with several area towns participated in the Metropolitan Area Planning Council (MAPC) collective competitive procurement for purchasing residential electrical power under an aggregation plan.

After an exhaustive evaluation, following all applicable state procurement guidelines, the MAPC committee chose Good Energy as the Aggregation Consultant as they were the most advantageous bidder in terms of technical quality, competence, experience and pricing.



Town of Sudbury

Energy and Sustainability Committee

energy@sudbury.ma.us

A Department of Public Utilities (Mass DPU) hearing was held where Mass State approval for Sudbury, Arlington, Somerville and Winchester's residential aggregation programs was granted. After DPU approval was obtained, Good Energy, on behalf of Sudbury, went out to bid for potential Municipal Aggregation contracts.

Multiple responses for various contract durations were received. The Committee discussed and unanimously agreed that Dynegy offered the most competitive overall rate structure, terms, and inclusion of locally sourced green energy. Dynegy was also the Aggregation Consultant's recommendation.

The Community Choice Aggregation rate offered to Sudbury residents is \$0.10749/kWh. This rate included 19% local renewable energy in 2019 (which drives additional renewable generation in our area), vs. the Eversource rate of \$0.13157 for January through June 2019 which contained only 14% green power.

By State law utilities adjust electricity prices every six months. The Eversource rates for the first two years of the aggregation program are known and Sudbury residents who participated saved money with less expensive electrical rates, were protected from price fluctuations and were provided greener more environmentally friendly power! Due to unknown future Eversource rates, savings cannot be guaranteed, however there have been significant savings to date.

Additional options were given to residents to receive 100% green power for a slightly increased price or receive electricity with only the State mandated green power component for a slightly lower price.

The Municipal Aggregation program is optional. Each household was given a chance to not start under the Aggregation and those who are participating can opt out at any point penalty free.

On behalf of the Sudbury Energy and Sustainability Committee

Respectfully,

Rami Alwan, Chair

Members

Kenneth Nathanson

Mark Sevier

Edward Lewis

Gary Bean

Joseph Martino Jr.

James Cummings

ELECTRIC SERVICE AGREEMENT

This Electric Service Agreement ("ESA" or "Agreement") is entered into as of the 24 day of **May, 2017** ("Effective Date") by and between **Dynegy Energy Services (East), LLC** ("Competitive Supplier"), and the TOWN OF SUDBURY, a Massachusetts municipality (the "Municipality") (collectively the "Parties").

Recitals

WHEREAS, the Massachusetts Legislature has adopted Chapter 164 of the Electric Utility Restructuring Act of 1997 ("Restructuring Act"), which among other things, (1) allows for competition in the generation and supply of electricity to consumers, (2) authorizes municipalities to aggregate the electrical load of electricity consumers within their boundaries, and (3) allows municipal aggregators to formulate an aggregation plan and conduct aggregation programs;

WHEREAS, Municipality has developed a Community Electricity Aggregation Program ("Program") to aggregate the electric load of consumers located within the Municipality and to negotiate competitive rates for the supply of electricity for such consumers;

WHEREAS, the program allows Municipality to solicit competitive bids for the supply of electricity individually or as part of a buying group with other municipal aggregators;

WHEREAS, the Municipality has received approval of its Program from the Massachusetts Department of Public Utilities ("Department") in D.P.U. 16-167;

WHEREAS, Competitive Supplier, a corporation duly authorized to conduct business in the Commonwealth of Massachusetts ("Competitive Supplier"), desires to provide All-Requirements Power Supply to consumers located within the Municipality, pursuant to the terms and conditions of the Program and this Electric Service Agreement ("ESA"); and

WHEREAS, the Municipality desires that the Competitive Supplier provide All-Requirements Power Supply as an alternative to Basic Service for consumers within the Municipality.

NOW THEREFORE, IT IS AGREED THAT, the Municipality and the Competitive Supplier hereby enter into this ESA subject to the terms and conditions below.

ARTICLE 1 DEFINITIONS

Capitalized terms that are used but not defined in the body of this ESA, including the Exhibits hereto, shall be defined as set forth in this Article 1. Words defined in this Article 1 that are capitalized shall be given their common and ordinary meanings when they appear without capitalization in the text. Words not defined herein shall be given their common and ordinary meanings.

1.0 Associated Entities – Any and all independent contractors, subcontractors and other agents of the Competitive Supplier or of the Competitive Supplier's parent or subsidiary entities that provide goods or services to, or in any way assist, the Competitive Supplier in meeting its obligations under the ESA, but specifically excluding the Local Distributor.

1.1 All-Requirements Power Supply - The service under which the Competitive Supplier provides all of the electrical energy, capacity, reserves, and ancillary services, transmission services, transmission and distribution losses, congestion management, and other such services or products necessary to provide firm power supply to Participating Consumers at the Point of Sale.

1.2 Bankruptcy - With respect to a Party, such Party or a person or entity that owns all of the ownership interests of such Party (i) ceases doing business as a going concern, generally does not pay its debts as they become due or admits in writing its inability to pay its debts as they become due, files a voluntary petition in bankruptcy or is adjudicated bankrupt or insolvent, or files any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any future federal bankruptcy code or any other present or future applicable federal, state or other Governmental Rule, or seeks or consents to or acquiesces in the appointment of any trustee, receiver, custodian or liquidator of said Party or of all or any substantial part of its properties, or makes an assignment for the benefit of creditors, or said Party takes any corporate action to authorize or that is in contemplation of the actions set forth in this clause (i); or (ii) a proceeding is initiated against the Party seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any future federal bankruptcy code or any other Governmental Rule and, such proceeding is not dismissed within ninety (90) days after the commencement, or any trustee, receiver, custodian or liquidator of said Party or of all or any substantial part of its properties is appointed without the consent or acquiescence of said Party, and such appointment is not vacated or stayed on appeal or otherwise within ninety (90) days after the appointment, or, within ninety (90) days after the expiration of any such stay, has not been vacated, provided that, notwithstanding the foregoing, the exercise of rights to take over operation of a Party's assets, or to foreclose on any of a Party's assets, by a secured creditor of such Party (including the appointment of a receiver or other representative in connection with the exercise of such rights) shall not constitute a Bankruptcy.

1.3 Basic Service - As defined in M.G.L. c. 164, § 1 and in orders of the Department, as amended or promulgated, as the case may be, from time to time.

Electric Service Agreement

1.4 Commercially Reasonable - Any of the practices, methods and acts that, in the exercise of reasonable judgment in light of the facts known, or that in the exercise of due diligence, should have been known, at the time the decision was made, would have been reasonably expected in the industry to accomplish the desired result consistent with quality, reliability, safety, timeliness, project efficiency, and all applicable Governmental Rules, provided that in no event shall increased costs or economic hardship be an excuse for not performing a Party's obligations under this ESA.

1.5 Competitive Supplier – The undersigned competitive electricity supplier which will supply electricity under this Agreement and is a corporation duly authorized to conduct business in the Commonwealth of Massachusetts.

1.6 Intentionally Omitted

1.7 Intentionally Omitted

1.8 Intentionally Omitted

1.9 DPU or Department - The Massachusetts Department of Public Utilities or any successor state agency.

1.10 EDI - Electronic Data Interchange: The exchange of business data in a standardized format between business computer systems.

1.11 Effective Date - The date written at the top of page one of this ESA.

1.12 Eligible Consumers - Residential, commercial, industrial, municipal, or other consumers of electricity who receive Basic Service from the Local Distributor as of the Effective Date, or New Consumers that subsequently become eligible to participate in the Program, at one or more locations within the geographic boundaries of the Municipality, but not including those consumers who receive Basic Service and participate in a green power program from the Local Distributor, those customers who are taking power supply service from a competitive supplier, and those consumers who receive Basic Service and have requested not to have their account information shared by the Local Distributor. For the avoidance of doubt, all Eligible Consumers must reside or be otherwise located at one or more locations within the geographic boundaries of the Municipality, as such boundaries exist on the Effective Date of this ESA.

1.13 ESA - This Electric Service Agreement.

1.14 Force Majeure - Any cause not within the reasonable control and without the fault of the affected Party that precludes that party from carrying out, in whole or in part, its obligations under this ESA, including, but not limited to, Acts of God; winds; hurricanes; tornadoes; fires; epidemics; landslides; earthquakes; floods; other natural catastrophes;

Electric Service Agreement

strikes, lock-outs or other industrial disturbances; acts of public enemies; acts, failures to act or orders of any kind of any governmental authorities acting in their regulatory or judicial capacity, provided, however, that any discretionary acts or discretionary orders of any kind by the Municipality may not be asserted as an event of Force Majeure by the Municipality; insurrections; military action; war, whether or not it is declared; sabotage; riots; civil or industrial disturbances or explosions. Nothing in this provision is intended to excuse any Party from performing due to any governmental act, failure to act, or order, where it was reasonably within such Party's power to prevent such act, failure to act, or order. Economic hardship of either Party shall not constitute an event of Force Majeure.

1.15 General Communications - The type of communications described and defined in Article 5.7 herein.

1.16 Governmental Authority - Any national, state or local government, independent system operator, regional transmission owner or operator, any political subdivision thereof or any other governmental, judicial, regulatory, public or statutory instrumentality, authority, body, agency, department, bureau, or entity, excluding the Municipality.

1.17 Governmental Rule(s) - Any law, rule, regulation, ordinance, order, code, permit, interpretation, judgment, decree, or similar form of decision of any Governmental Authority having the effect and force of law, and any applicable bylaws of the Municipality. It shall also include DPU-approved tariffs of the Local Distributor.

1.18 Green Power - Electric energy generated by equipment or facilities including solar power, biomass, landfill gas, wind turbine, hydro power or other renewable energy generating resource or technology, as may be defined by M.G.L. c. 25A, § 11F, § 11F1/2, or M.G.L. c. 164, § 1, or, that may be otherwise added by mutual agreement of the Parties.

1.19 ISO-NE - The New England Independent System Operator, or such successor or other entity that oversees the integrated dispatch of power plants in New England and the bulk transmission of electricity throughout the New England power grid.

1.20 kWh, kW - Kilowatt-hour and kilowatts, respectively.

1.21 Local Distributor - Utility, or any successor company(ies) or entity(ies) providing electricity distribution services in the Municipality.

1.22 NEPOOL - The New England Power Pool.

1.23 New Consumers - Residential, commercial, industrial, municipal, or other consumers of electricity that become Eligible Consumers after the Effective Date.

1.24 Intentionally Omitted

1.25 Participating Consumers - Eligible Consumers enrolled in the Program.

Electric Service Agreement

1.26 Parties - The Municipality and Competitive Supplier, as the context requires. In the singular, "Party" shall refer to any one of the preceding.

1.27 Plan - The electricity aggregation plan created pursuant to G.L. c. 164, § 134, which describes the Program, as adopted or amended by the Municipality from time to time, and as approved by the Department in D.P.U. 16-167. The purpose of the Plan is to aggregate electricity consumers for the primary purpose of negotiating favorable rates for the supply of electricity for such consumers.

1.28 Point of Delivery - The point of interconnection between NEPOOL Pool Transmission Facilities and the transmission facilities of the Local Distributor.

1.29 Point of Sale - The electric meter for each Participating Consumer's account, as designated by the Local Distributor.

1.30 Program - The Municipality's Community Electricity Aggregation Program, as described in the Plan.

1.31 Regulatory Event – Implementation of a new, or changes to an existing, Governmental Rule by a Governmental Authority, including without limitation the Local Distributor's tariffs, market rules, operating protocols and definitions, that have a material effect on the services and transactions contemplated by this ESA, including Changes to a Governmental Rule that increase or decrease Competitive Supplier's costs. A "change" as used herein includes without limitation any amendment, modification, nullification, suspension, repeal, finding of unconstitutionality or unlawfulness, or any change in construction or interpretation.

1.32 Replacement RECs – Renewable Energy Certificates (RECs) to be provided by the Competitive Supplier in the event the REC Supplier defaults under, or terminates, the REC Purchase Agreement prior to termination of the ESA as provided in Article 8.2.

1.33 Retail Price - As set forth in Exhibit A.

1.34 Service Commencement Date - The date of the Participating Consumer's first meter read date after 7/31/17, or as soon as necessary arrangements can be made with the Local Distributor thereafter.

1.35 Term - As defined in Article 4.1.

ARTICLE 2 RIGHTS GRANTED

2.1 GENERAL DESCRIPTION AND LIMITATIONS

Competitive Supplier is hereby granted the exclusive right to provide All-Requirements Power Supply to Participating Consumers pursuant to the terms of the Program and this ESA. For the avoidance of doubt, Competitive Supplier shall be authorized to supply All-Requirements Power Supply only to Participating Consumers, and the Local Distributor will continue to have the right and obligation to supply electricity to Eligible Consumers who opt-out of the Program and remain on, or return to, Basic Service, until any changes in law, regulation or policy may allow otherwise. Competitive Supplier recognizes and agrees that this ESA does not guarantee that any individual Eligible Consumer will be served by the Competitive Supplier.

In accordance with Article 3 below, all Eligible Consumers shall be automatically enrolled in the Program unless they choose to opt-out. In the event the geographic boundaries of the Municipality change during the term of this ESA, Competitive Supplier shall only be obligated to supply All-Requirements Service to those Participating Consumers located within the Municipality as such boundaries existed on the Effective Date of this ESA. As between the Parties, the Competitive Supplier has the sole obligation of making all necessary and appropriate arrangements with the Local Distributor, and any arrangements that may be necessary with the ISO-NE, so that Participating Consumers receive the electricity to be delivered pursuant to this ESA.

As set forth in this paragraph, the Municipality shall specifically authorize the Local Distributor to provide, and grant the Competitive Supplier the right to obtain and utilize as required hereunder, all billing and energy consumption information for Participating Consumers as is reasonably available from the Local Distributor. Competitive Supplier shall request consumption data for individual Participating Consumers from the Local Distributor via EDI. If further action is required by the Local Distributor to authorize Competitive Supplier to receive such consumption and billing data, the Municipality agrees, upon request of Competitive Supplier, to use Commercially Reasonable efforts, at Competitive Supplier's cost, to reasonably assist Competitive Supplier in obtaining such information from the Local Distributor, including, without limitation, assisting Competitive Supplier in obtaining any required permission from such Participating Consumers and/or the Department for release of such information. Competitive Supplier shall not be responsible for any errors that Competitive Supplier makes in the provision of All-Requirements Power Supply to the extent both that: 1) such errors are caused by errors or omissions in the information provided to it by the Local Distributor; and 2) it was reasonable for the Competitive Supplier to rely upon that provided information. The Municipality shall not be responsible for any errors by the Competitive Supplier.

2.2 NO THIRD PARTY BENEFICIARIES

This ESA is not intended to confer, and does not confer, any rights or remedies upon any

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person other than the Parties. Subject to the preceding sentence, this ESA facilitates rights under M.G.L. c. 164 for Eligible Consumers to purchase electricity from the Competitive Supplier in accordance with the Plan and this ESA. The Municipality has the right, but not the obligation, to advocate on behalf of the Eligible Consumers interested in contracting for electric supply and on behalf of all Participating Consumers, unless otherwise prevented by law.

2.3 COMPLIANCE WITH LAWS

By entering into this ESA, the Competitive Supplier represents and warrants that it has exercised due diligence to review all applicable Governmental Rules, including all relevant regulations and orders of the DPU, Massachusetts Attorney General, and the Massachusetts Department of Energy Resources ("DOER"), the Federal Energy Regulatory Commission ("FERC"), and any other governmental authorities having jurisdiction over any element of the transactions contemplated by this ESA, and that it will comply and cause its Associated Entities to comply with all applicable Governmental Rules in performing under this ESA.

2.4 CONDITIONS PRECEDENT

The Municipality's obligations under this ESA are and shall be conditioned upon the Competitive Supplier fulfilling the following requirements:

- a) maintain without interruption Competitive Supplier's license from the Department;
- b) execute an Electric Supplier Service Agreement with the Local Distributor in a form reasonably satisfactory to Competitive Supplier;
- c) execute any necessary ISO-NE applications and agreements;
- d) obtain authorization from the FERC to sell power at market-based rates;
- e) complete EDI testing with Local Distributor; and
- f) provide all other documentation and satisfy all other conditions required by the Local Distributor

If Competitive Supplier has not fulfilled all such requirements by the Service Commencement Date, then the Municipality may terminate this ESA without any liability to the Competitive Supplier.

2.5 OWNERSHIP AND USE OF ELIGIBLE CONSUMER DATA

Competitive Supplier acknowledges and agrees that: 1) all Eligible Consumer data (including addresses, telephone numbers or other identifying information) made available to Competitive Supplier pursuant to this ESA is confidential and must be protected from disclosure to third parties by the Competitive Supplier and its Associated Entities to the fullest extent possible under the law; 2) the Competitive Supplier does not hold any permanent right, title or interest in such data; and 3) such data is to be obtained, retained and used by the Competitive Supplier and its Associated Entities solely to provide All-

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Requirements Power Supply to Participating Consumers and to render other services expressly required or permitted under this ESA. Any other use of Eligible Consumer data without the prior written consent of the Municipality is strictly prohibited. Competitive Supplier may share such Eligible Consumer data with Associated Entities as reasonably necessary for Competitive Supplier to provide All-Requirements Power Supply or otherwise perform pursuant to this ESA (including, without limitation, collection of receivables), provided that Competitive Supplier shall take all reasonable measures to inform any and all of its Associated Entities of the confidential nature of such data and the restrictions set forth in this Article 2.5 and elsewhere in this ESA. Except as expressly provided in this ESA, and as otherwise permitted by law, Competitive Supplier and its Associated Entities shall not disclose any Eligible Consumer data to any third-party, and Competitive Supplier and its Associated Entities shall take all Commercially Reasonable measures to protect Eligible Consumer data from access by, or beneficial use for, any third-party. To the extent that the provision of All-Requirements Power Supply or other services under this ESA requires that Competitive Supplier and its Associated Entities have access to or make use of any Eligible Consumer data as authorized in this section, Competitive Supplier and its Associated Entities shall treat such Eligible Consumer data as confidential information. Competitive Supplier may use Eligible Consumer data to engage in direct marketing only during the term of this ESA and subject to the terms set forth in Article 18.2. A violation of this Article 2.5 shall be grounds for termination under Article 4.2(a). Competitive Supplier agrees violation of this Article 2.5 shall constitute irreparable harm.

ARTICLE 3 CONSUMER CHOICE, NOTIFICATION OF RIGHTS, ENROLLMENT

3.1 CONSUMER CHOICE

The Parties acknowledge and agree that all Participating Consumers have the right, pursuant to M.G.L. c. 164, § 134 and the Program, to change their source of electricity supply, as set forth in Article 2.1. The Parties represent and warrant to each other that they shall not unreasonably interfere with the right of Participating Consumers to opt-out of the Program, and shall comply with any Governmental Rules and rules or published policies of the Local Distributor regarding the procedures for opting out or of switching from one source of electric supply to another. Notwithstanding the foregoing, however, the Parties may take Commercially Reasonable measures to encourage Participating Consumers to affirmatively agree to remain in the Program, consistent with any Governmental Rules.

3.2 NOTIFICATION TO NEW CONSUMERS OF OPT-OUT RIGHTS

Consistent with the requirements of any applicable Governmental Rules, and within a reasonable time after the Local Distributor notifies Competitive Supplier of the existence of a New Consumer and has provided to Competitive Supplier such New Consumer's account number, service and billing address, and other pertinent contact information, Competitive Supplier shall notify such New Consumer in writing (i) of the date on which such New Consumer will be automatically enrolled in the Program, and (ii) that the Competitive

Supplier will be providing All-Requirements Power Supply to such New Consumer as of the same date, subject to the opt-out provisions of the M.G.L. c. 164, § 134, the Plan, and the Program (such written notification, the "Opt-Out Notice"). The Opt-Out Notice shall be mailed to each such New Consumer prior to the date of automatic enrollment. The Competitive Supplier, in its discretion as to form and content shall: (i) prominently and clearly state all charges to be assessed by the Competitive Supplier; (ii) provide a clear summary of the prices and terms included in Exhibit A and fully disclose the prices and terms then being offered for Basic Service by the Local Distributor; (iii) clearly state how such New Consumer may opt-out of the Program prior to enrollment and remain on Basic Service from the Local Distributor; and (iv) clearly state that all Participating Consumers, subsequent to enrollment, also have the right to opt-out at any time and return to Basic Service or choose a new Competitive Supplier without paying a fee or penalty to Competitive Supplier. Competitive Supplier must include with the Opt-Out Notice a self-addressed, pre-stamped envelope for use by customers electing to opt-out of the Program. All such notices must be approved in advance by the Municipality, such approval not to be unreasonably withheld.

In providing the notifications set forth in this Article 3.2, and in otherwise conducting the activities in Article 3.4 below, the Competitive Supplier must rely upon information provided to it by the Local Distributor for the purpose of performing its obligations. Competitive Supplier will not be responsible for any errors in connection with its notification of Eligible Consumers only to the extent both that: 1) such errors are caused by errors or omissions in the information provided to it by the Local Distributor; and 2) it was reasonable for the Competitive Supplier to rely upon that provided information. The Municipality shall not be responsible for any such errors by the Competitive Supplier.

3.3 CONSUMER AWARENESS

Subject to the other terms and conditions of this ESA, upon mutual agreement with the Municipality concerning the content and method, the Competitive Supplier or the Municipality (or its designee, including Good Energy, L.P.) may conduct consumer awareness efforts at its sole expense.

3.4 ENROLLMENT

3.4.1 Participating Consumers - All Participating Consumers enrolled in the Program as of the Effective Date will continue to be enrolled in the Program under the terms of this ESA unless they opt-out during the period specified in the Plan. The Municipality shall authorize the Local Distributor to provide to Competitive Supplier a list of Participating Consumers as of the Effective Date, as well as such Participating Consumer's service and billing addresses, and any other information necessary for Competitive Supplier to commence All-Requirements Power Supply to such Participating Consumers as of the Service Commencement Date.

3.4.2 New Consumers - If New Consumers elect not to opt-out of the Program as provided

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in Article 3.2, such New Consumers will be automatically enrolled by Competitive Supplier in the Program. Competitive Supplier shall enroll such New Consumers in accordance with applicable Governmental Rules and rules and policies of the Local Distributor. Residential and small commercial New Consumers shall be enrolled in the Program at the rates reflected in Exhibit A. All other New Consumers shall be enrolled at a price determined by then-prevailing market conditions. Competitive Supplier shall enroll such New Consumers in accordance with applicable Governmental Rules and rules and policies of the Local Distributor.

3.4.3 Eligible Consumers Opting Out - At any time during this ESA, Eligible Consumers who have previously opted out of the Program may request that they be re-enrolled in the Program. Competitive Supplier shall provide All-Requirements Power Supply to such Eligible Consumers at a price determined by then-prevailing market conditions. The Competitive Supplier is responsible for accurately and promptly transmitting information regarding Eligible Consumers to the Local Distributor. The Competitive Supplier shall be responsible for enrolling all Eligible Customers through EDI submission to the Local Distributor for initial enrollment in the Program and for all enrollments thereafter.

3.4.4 Eligible Consumers Served by Third-Parties - Consumers being served under other competitive supply programs offered by third-parties will not be automatically enrolled as Participating Consumers under this ESA when such program terminates or is otherwise completed. Competitive Supplier agrees that Consumers under such third-party competitive supply programs may affirmatively opt-in and receive All-Requirements Power Supply. Residential and small commercial Consumers that opt-in shall be enrolled in the Program at the rates reflected in Exhibit A. All other Consumers that opt-in shall be enrolled at a price determined by then-prevailing market conditions.

ARTICLE 4 TERM OF CONTRACT AND TERMINATION

4.1 TERM

This ESA shall commence on the Effective Date, provided, however, that Competitive Supplier's obligation to provide All-Requirements Power Supply shall commence on the Service Commencement Date, and shall terminate with the Participating Consumer's first meter read date after 7/31/2020, unless terminated earlier under Article 4.2 below ("Term").

4.2 TERMINATION

This ESA may be terminated at any time upon written notice:

- a) by the Municipality, or the Competitive Supplier, if the other Party fails to remedy or cure any breach of any material provision or condition of this ESA (including, but not limited to, Article 2.5 and Article 9, but excluding the failure to provide or arrange for All-

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Requirements Power Supply, which is addressed in Section 4.2(d)), within sixty (60) days following written notice of the breach by the non-breaching party; or

b) by the Municipality, or the Competitive Supplier, if any material provision or condition of this ESA be finally adjudged invalid by any court of competent jurisdiction, or if the Department exercises any lawful jurisdiction so as to invalidate or disapprove this ESA in whole or in significant part; or

c) by the Municipality, i) if an order is entered against the Competitive Supplier approving a petition for an arrangement, liquidation, dissolution or similar relief relating to bankruptcy or insolvency and such order remains unvacated for thirty (30) days; or (ii) immediately if the Competitive Supplier shall file a voluntary petition in bankruptcy or any petition or answer seeking any arrangement, liquidation or dissolution relating to bankruptcy, insolvency or other relief for debtors or shall seek, consent to, or acquiesce in appointment of any trustee, receiver, or liquidation of any of Competitive Supplier's property; or

d) notwithstanding the foregoing, the failure of Competitive Supplier to provide or arrange for All-Requirements Power Supply to Participating Consumers not caused by Force Majeure or the Municipality's failure to perform under this ESA shall constitute an act of default by the Competitive Supplier, and the Municipality may terminate this Agreement upon giving written notice and without a cure period. In addition, in the event the Competitive Supplier has performed its obligations hereunder and its failure to arrange for or provide All-Requirements Power Supply is a direct result of actions or non-actions by any transmission service provider, the Local Distributor, or the ISO-NE, the Competitive Supplier's failure shall not be deemed to be an act of immediate default and would be subject to remedy or cure as provided in Article 4.2(a).

4.3 OBLIGATIONS UPON TERMINATION

Following termination of this ESA, the Parties shall each discharge by performance all obligations due to any other Party that arose prior to the date of termination of the ESA and Competitive Supplier shall continue to have the right to collect all monies due from Participating Consumers for services rendered to that date.

The Competitive Supplier specifically waives all rights it may have at law to claim that the Municipality has no standing or otherwise lacks the authority to seek monetary damages on behalf of individual Participating Consumers in the event of a termination of this ESA. The Competitive Supplier shall submit all consumer drops via EDI to the Local Distributor in accordance with the rules and regulations set forth by the Massachusetts Electronic Business Transactions ("EBT") Working Group.

4.4 EXTENSION

The ESA may be extended beyond the termination date established in Article 4.1 by mutual, written agreement of the Parties. Any new pricing terms shall be added to and replace Exhibit A as Exhibit A-2. Upon any such extension, this ESA shall continue to be in effect, and all provisions of the ESA shall retain the same force and effect as before the extension, unless it is terminated by either Party pursuant to the provisions of Article 4.2 or until the date stated

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in such extension.

ARTICLE 5 CONTINUING COVENANTS

The Competitive Supplier agrees and covenants to perform each of the following obligations during the term of this ESA.

5.1 STANDARDS OF MANAGEMENT AND OPERATIONS

In performing its obligations hereunder, during the term of this ESA, the Competitive Supplier shall exercise reasonable care and comply with all applicable Governmental Rules; and shall exercise all reasonable efforts to assure that its facilities are prudently and efficiently managed; that it employs an adequate number of competently trained and experienced personnel to carry out its responsibilities; that it delivers or arranges to deliver an uninterrupted supply of such amounts of electricity to the Point of Delivery as are required under this ESA; that it complies with all relevant industry standards and practices for the supply of electricity to Participating Consumers; and that, at all times with respect to Participating Consumers, it exercises best practices for a Competitive Supplier and employs all Commercially Reasonable skills, systems and methods available to it in performing under this ESA.

5.2 CUSTOMER SERVICE ACCESS

The Competitive Supplier agrees to provide, or cause to be provided, certain customer services to Participating Consumers. Such services shall be reasonably accessible to all Participating Consumers, shall be available during normal working hours, shall allow Participating Consumers to conveniently transact business they may have with the Competitive Supplier, and shall serve as a communications liaison among the Competitive Supplier, the Municipality, and the Local Distributor. A toll-free telephone number will be established by Competitive Supplier and be available for Participating Consumers to contact Competitive Supplier during normal business hours (9:00 A.M.- 5:00 P.M. Eastern Time, Monday through Friday) to resolve concerns, answer questions and transact business with respect to the service received from Competitive Supplier. The Municipality will post Program-related information on the Municipality's website which will be available to Participating Consumers for general information, product and service information, and other purposes.

5.3 RESPONDING TO REQUESTS FOR INFORMATION

To the extent authorized by the Participating Consumer(s) if such authorization is required by law, the Competitive Supplier shall, during normal business hours (as set forth above), respond promptly and without charge therefore to reasonable requests of the Municipality for information or explanation regarding the matters covered by this ESA and the supply of electricity to Participating Consumers. Competitive Supplier agrees to designate a service

representative or representatives (the "Service Contacts") who shall be available for such purposes, and shall identify the office address and telephone number of such representative(s). Whenever necessary to comply with this Article 5.3, the Service Contacts shall call upon other employees or agents of the Competitive Supplier to obtain such information or explanation as may be reasonably requested. Nothing in this Article 5.3 shall be interpreted as limiting the obligation of the Competitive Supplier to respond to complaints or inquiries from Participating Consumers, or to comply with any Governmental Rule of the Department or Attorney General regarding customer service.

5.4 ARRANGING FOR FIRM ALL-REQUIREMENTS POWER SUPPLY

Competitive Supplier shall exercise all reasonable efforts and make all necessary and appropriate arrangements with the ISO-NE, any relevant regional transmission organization, wholesale suppliers and any other relevant entity to ensure an uninterrupted flow of firm All-Requirements Power Supply (free of all claims, security interests or other encumbrances) to the Local Distributor for delivery to Participating Consumers, and exercise all Commercially Reasonable efforts to cooperate with the NEPOOL, the ISO-NE and any other relevant entity to ensure a source of back-up power in the event that Competitive Supplier is unable to deliver All-Requirements Power Supply to the Point of Delivery. In the event the Competitive Supplier is unable to deliver sufficient electricity to the electric grid to serve Participating Consumers, the Competitive Supplier shall make all such arrangements and exercise all Commercially Reasonable efforts as may be necessary to continue to serve Participating Consumers under the terms of this ESA, and shall bear any costs it may incur in carrying out these efforts and obligations. Competitive Supplier shall not be responsible to the Municipality or any Participating Consumers in the event that, through no fault of the Competitive Supplier and its Associated Entities, the Local Distributor disconnects, curtails or reduces service to Participating Consumers (notwithstanding whether such disconnection is directed by the ISO- NE).

5.5 NON-DISCRIMINATORY PROVISION OF SERVICE

Competitive Supplier shall supply electric energy to the Point of Delivery to all Eligible Consumers on a non-discriminatory basis; provided, however, that the prices and other terms applicable to such supply of energy may vary in accordance with reasonably established rate classifications (e.g., residential, commercial, municipal, industrial) or by such other categories as appear in Exhibit A. Competitive Supplier's prices, terms and conditions shall be in accordance with applicable Massachusetts General Laws, the regulations of the Department, and other applicable Governmental Rules. To the extent required by Governmental Rule and/or the conditions of any Department approval of this ESA, the Competitive Supplier shall not deny service to an Eligible Consumer for failure of such consumer to pay the bills of any other electric company (whether engaged in the distribution, transmission, or generation of electricity) or of any other aggregator, marketer or broker of electricity, but may reasonably deny or condition new service, or terminate existing service, based upon any Participating Consumer's failure to pay bills from the Competitive Supplier, subject to any applicable Governmental Rule. Provision of electric energy supply shall be

subject to Competitive Supplier's standard credit policies, to the extent permitted by law, as described in Exhibit A.

5.6 APPROVAL OF GENERAL COMMUNICATIONS

Competitive Supplier shall cooperate with the Municipality in the drafting and sending of messages and information to Eligible Consumers concerning the Program or any matter arising under or related to this ESA. Competitive Supplier shall, prior to sending, whether directly or through its Associated Entities, any direct mail, advertising, solicitation, bill insert, electronic mail, or other similar written or electronic communication (collectively, "General Communications") to Participating Consumers (but excluding individually drafted or tailored communications responding to the specific complaint or circumstance of an individual consumer), provide a copy of such General Communication to the Municipality for its review to determine whether it is consistent with the purposes and goals of the Municipality. The Municipality shall have the right, subject to the last paragraph of this Article 5.6 regarding certain General Communications, to disapprove such General Communications and/or request revisions thereto if it finds the communications inconsistent with the purposes and goals of the Municipality, factually inaccurate or likely to mislead; provided, however: (i) that the communication shall be deemed approved if the Municipality fails to respond within ten (10) days (not including weekends and holidays); and (ii) that no approval shall be necessary for any communication (a) regarding any emergency situation involving any risk to the public health, safety or welfare; (b) which has been approved by the Department, the DOER, or any other Governmental Authority; or (c) in the nature of routine monthly or periodic bills, or collection notices, except that any bill insert or message included at the bottom of such bill not within the scope of (a) or (b) above shall require approval.

If the Municipality disapproves any General Communication on the grounds it is inconsistent with the purposes and goals of the Municipality, the Competitive Supplier, after consultation as provided in this Article 5.6, may nevertheless elect to send such General Communication provided that it: (i) clearly indicates on such mailing that it has not been endorsed by the Municipality, (ii) has previously provided all Participating Consumers a meaningful chance to opt not to receive such General Communications, (iii) has stated in connection with such chance to opt not to receive such communications that "the Municipality wants to protect Eligible Consumers from receiving marketing materials if you do not wish to do so," and (iv) has otherwise sought input from the Municipality as to the means by which Eligible Consumers are given a chance to remove their names from any list which may receive General Communications. The Municipality may reject or exclude any other proposed General Communication that, in its reasonable judgment, is contrary to the interests and objectives of the Program or the Municipality.

5.7 COMMUNICATION OF INSERTS AND MESSAGES

Competitive Supplier agrees that if it communicates with Participating Consumers directly, it shall, unless prevented from doing so by any applicable Governmental Rule, allow the

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Municipality to include no less than three (3) inserts per year into such communications, provided that the Municipality pays the cost of printing and reproducing such insert and any incremental postage or handling costs the Competitive Supplier may incur as a result of including such insert. Competitive Supplier shall have the right to disapprove such General Communications (except communications pertaining to the Municipality's demand-side management, energy efficiency programs and technology, and renewable energy programs, if applicable, which are not subject to Competitive Supplier's approval) and suggest revisions if it finds the communication inconsistent with its business interests, factually inaccurate or likely to mislead; provided, however: (i) that the communication shall be deemed approved if the Competitive Supplier fails to respond within ten (10) days after receipt (not including weekends and holidays); and (ii) that no approval shall be necessary for any communication that has been ordered by the Department, the DOER, or any other Governmental Authority to be so communicated.

5.8 PARTICIPATING CONSUMER LISTS

To the extent not prohibited by any Governmental Rule or expressly by any Participating Consumer(s), the Competitive Supplier shall, upon request of the Municipality, provide a list of the Participating Consumers being served by the Competitive Supplier, including such reasonable identifying and aggregate consumption information as the Municipality may also request to the extent such information is available to Competitive Supplier. Competitive Supplier shall provide such Participating Consumer lists in an electronic format reasonably acceptable to both Parties and with no more frequency than once a month.

5.9 COMPLIANCE WITH LAWS

The Parties shall promptly and fully comply with all existing and future Governmental Rules applicable to this ESA and the performance of the Parties thereunder.

5.10 CONSENT

Whenever performance of an obligation of any Party hereto requires the consent or approval of any Governmental Authority, such Party shall make Commercially Reasonable efforts to obtain such consent or approval. In the event the Competitive Supplier requests the Municipality's assistance in obtaining such consent or approval and the Municipality anticipates that it will incur costs in fulfilling the Competitive Supplier's request, it shall give the Competitive Supplier an estimate of such costs. Upon receiving the estimate, Competitive Supplier shall determine whether it will continue to request the Municipality's assistance, and if so, the Competitive Supplier shall reimburse the Municipality for all costs, up to the estimated dollar amount, reasonably incurred by the Municipality in connection with such efforts.

ARTICLE 6 ROLE OF THE MUNICIPALITY

Under this ESA, the Municipality shall not actually receive, take title to, or be liable for the

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purchase, sale, supply, delivery, or for the payment of All-Requirements Power Supply in any manner whatsoever. The Parties specifically agree that the role of the Municipality is established under M.G.L. c. 164, § 134 and includes negotiating the terms and conditions under which All- Requirements Power Supply will be provided by the Competitive Supplier under this ESA. It is the sole obligation of the Competitive Supplier to arrange for delivery of All-Requirements Power Supply to Participating Consumers. The Parties agree that Municipality is not a "distribution company", "electric company", "generation company" or "transmission company" within the meaning of M.G.L. c. 164, § 1 as a result of this ESA, unless a court, the Department, or other lawful authority shall adjudicate to the contrary; provided, however, that the Municipality may be considered to be operating a municipal load aggregation plan pursuant to M.G.L. c. 164, § 134. The Competitive Supplier hereby agrees that it will take no action, whether directly or through its Associated Entities, that would make the Municipality liable to any Participating Consumer due to any act or failure to act on the part of the Competitive Supplier or its Associated Entities relating to Competitive Supplier's performance under this ESA, including the delivery or supply of All-Requirements Power Supply.

ARTICLE 7 PRICES AND SERVICES; BILLING

7.1 SCHEDULE OF PRICES AND TERMS

Competitive Supplier agrees to provide All-Requirements Power Supply and other related services as expressly set forth herein in accordance with the prices and terms included in Exhibit A to this ESA, which Exhibit is hereby incorporated by reference into this ESA.

7.2 OBLIGATION TO SERVE

As between the Parties, Competitive Supplier has the sole obligation to obtain sources of supply, whether from generating facilities owned or controlled by its affiliates, through bilateral transactions, or the market, as may be necessary to provide All-Requirements Power Supply for all of the Participating Consumers under the Program. Competitive Supplier, except as explicitly limited by the terms included in Exhibit A, shall be obligated to accept all Participating Consumers, regardless of their location or energy needs provided such Participating Consumers are eligible under the applicable regulations and tariffs of the Local Distributor.

7.3 METERING

The Local Distributor will be responsible for any metering that may be required to bill Participating Consumers in accordance with the Local Distributor's Terms and Conditions for Competitive Suppliers.

7.4 TERMS AND CONDITIONS PERTAINING TO INDIVIDUAL ACCOUNT SERVICE

7.4.1 Title

Title to All-Requirements Power Supply will transfer from Competitive Supplier to Participating Consumers at the Point of Sale. In accordance with the Local Distributor's Terms and Conditions for Competitive Suppliers, the Competitive Supplier will be responsible for any and all losses incurred on the local network transmission systems and distribution systems, as determined by the Local Distributor.

7.4.2 Billing and Payment

Unless otherwise specified in an Exhibit to this ESA, all billing under this ESA shall be based on the meter readings of each Participating Consumer's meter(s) performed by the Local Distributor. Competitive Supplier shall, or shall cause the Local Distributor or any other qualified entity, to prepare and mail bills to Participating Consumers monthly. If the Competitive Supplier arranges for the Local Distributor to perform billing services, the Competitive Supplier shall adopt the billing and payment terms offered by the Local Distributor to its Eligible Consumers on Basic Service unless the Competitive Supplier and Local Distributor otherwise agree. Any over-charge or under-charge will be accounted for in the next billing period for which actual meter data is available.

7.4.3 Regional and Local Transmission

The prices quoted in Exhibit A do not include current and future charges for distribution service costs collected by the Local Distributor under its distribution service tariff or local transmission costs as may be imposed by the regional power pool, ISO-NE, or individual electric utilities that have FERC transmission tariffs. The Competitive Supplier understands that these costs will be collected by the Local Distributor. If, in the future, Competitive Supplier becomes responsible for such distribution or transmission costs, Competitive Supplier shall be entitled to collect such costs from Participating Consumers to the extent permitted by any Governmental Rules. These costs are "pass through" costs as determined by the appropriate regulatory agencies.

7.4.4 Taxes

All sales, gross receipts, excise or similar taxes imposed on and properly chargeable to Participating Consumers with respect to the sale or consumption of All-Requirements Power Supply shall be included on the Participating Consumer's bill and shall be remitted to the appropriate taxing authority by Competitive Supplier. Participating Consumers shall also be responsible for all taxes that are required by law to be imposed upon a purchaser of

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electricity and are associated with electricity consumption under the ESA. Participating Consumers shall be responsible for identifying and requesting any exemption from the collection of any tax by providing appropriate documentation to Competitive Supplier. For avoidance of doubt, Competitive Supplier shall be responsible for all taxes and governmental charges imposed on or chargeable to Competitive Supplier, including taxes on Competitive Supplier's income.

ARTICLE 8 DEVELOPMENT OR OFFERING OF RENEWABLE ENERGY SOURCES

8.1 RENEWABLE ENERGY PORTFOLIO STANDARD

Competitive Supplier agrees that it, and its Associated Entities directly or indirectly involved in providing services or meeting the Competitive Supplier's obligations under the ESA, will comply with all applicable Governmental Rules, including the provisions of M.G.L. c. 25A, § 11F, § 11 F1/2, and any regulations, orders or policies adopted pursuant thereto.

8.2 PROVISION OF GREEN POWER

Competitive Supplier will enter into a REC Purchase Agreement ("RPA") with **Energy Consumers Alliance of New England, Inc. d/b/a Mass Energy** ("REC Supplier") attached hereto as Exhibit C. Pursuant to the RPA, REC Supplier will provide, and Competitive Supplier will purchase, renewable energy certificates (RECs) in a quantity sufficient to support the Municipality's opt-out and opt-in programs as described in Exhibit A of the RPA. Competitive Supplier shall include the REC's purchased from the REC Supplier in the All Requirements Power Supply to be provided to the Municipality under the ESA. Competitive Supplier shall include all costs of such RECs in the price for All Requirements Power Supply as provided in Exhibit A of this ESA. In the event REC Supplier defaults under, or terminates, the RPA prior to the termination of this ESA, Competitive Supplier shall procure and provide Replacement RECs for the continuing term of the ESA sufficient to support the Municipality's opt-out and opt-in programs as described in Exhibit A of the RPA). The prices included in Exhibit A of the ESA shall not be subject to modification because Competitive Supplier is required to provide Replacement RECs.

ARTICLE 9 SERVICE PROTECTIONS FOR RESIDENTIAL CONSUMERS

Competitive Supplier agrees that it and its Associated Entities shall comply with the provisions of 220 C.M.R. 25.00, 27.00, 28.00 and 29.00, as applicable to Competitive Suppliers, and any amendments thereto, and any code of conduct or policies the Department may adopt in accordance with M.G.L. c. 164, § 1F(7). The Competitive Supplier shall, on or before the **Service Commencement Date**, provide a written, detailed description of its billing and termination procedures, customer services, confidentiality and related practices and procedures for approval by the Municipality (which approval shall not be unreasonably withheld), provided that any such approval or lack thereof shall not relieve Competitive

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Supplier from compliance with the aforesaid provisions, code of conduct and policies. Such written description shall also include the Competitive Supplier's plans for maintaining "service quality standards", as that phrase is used in M.G.L. c. 164, § 1F(7); for complying with the "opt-out" provisions of M.G.L. c. 164, § 134(a); and for handling consumer complaints, including any arbitration procedures. If the Participating Consumer(s) so permit(s) or to the extent such permission is required by law or the terms of any Department order with respect to this ESA, the Competitive Supplier agrees to provide reasonably prompt written notice to the Municipality of any consumer complaints received from a Participating Consumer, and the Municipality shall have the right, but not the obligation, to participate in resolution of the dispute, to the extent that such complaints relate directly to the Program, and to the extent not prohibited by Department regulations and other applicable law. The failure to timely submit such written description, or the use of practices and procedures that materially fail to comply with Department regulations and policies irrespective of any approval of the Municipality as to the same, shall be deemed grounds for termination of this ESA, at the discretion of the Municipality after providing written notice of such failure to the Competitive Supplier and allowing the Competitive Supplier sixty (60) days to cure such failure.

In addition, in accordance with M.G.L. c. 164, § 1F(2) and 220 CMR 11.05(2)(b)19, in the event of a dispute regarding an invoice or Competitive Supplier's service, whether directly or through its Associated Entities, under this ESA, a Participating Consumer may contact the Department, which may refer the dispute to the Massachusetts Office for Dispute Resolution for mediation of such dispute, if the amount in dispute is greater than one hundred dollars (\$100.00) and the subject of the dispute is within the Department's statutory and regulatory authority.

ARTICLE 10 NON-DISCRIMINATION IN HIRING AND EMPLOYMENT

Competitive Supplier agrees that it shall conduct its operations and activities under this ESA in accordance with all applicable state and federal laws regarding non-discrimination in hiring and employment of employees.

ARTICLE 11 POWER SUPPLY INFORMATION AND ACCESS TO INFORMATION

11.1 POWER SUPPLY INFORMATION

11.1.1 Quarterly Report of Sales

Competitive Supplier shall provide the Municipality or its agent with a quarterly report of sales which will contain: (i) the actual aggregate kWh sales for each meter read of the reporting period and (ii) the number of Participating Consumer accounts active in each meter read of the reporting period. The quarterly report will be due to the Municipality or its agent within forty-five (45) days following the close of each quarter (the close of each quarter

Electric Service Agreement

being March 31, June 30, September 30, and December 31). The aggregate kWh sales and number of Participating Consumer accounts shall be listed in the report both by rate code and rate name as shown on Exhibit B attached hereto. This information shall be provided in electronic format.

11.1.2 Consumer-Related Data

On and after the Service Commencement Date, Competitive Supplier will maintain consumer-related data in electronic form including utility account number, billing name, billing address, service address historical usage, demand, and ICAP (Installed Capacity) data. Competitive Supplier will make such data available to the Municipality or its agent upon request within forty-five (45) days of the request. A violation of this Article 2.5 shall be grounds for termination under Article 4.2(a).

11.1.3 Information or Data Provided by Competitive Supplier

Competitive Supplier shall use all Commercially Reasonable efforts in preparing and providing any information or data required under or requested by the Municipality pursuant to the ESA. To the extent that Competitive Supplier determines that any information or data provided hereunder is in error, it shall notify Municipality of the error and provide the correct information or data to the Municipality or its agent within a Commercially Reasonable time

11.2 POWER SUPPLY REPORT

Unless the "Disclosure Label" requirement is waived by the DPU, within fifteen (15) days of the end of the quarter, Competitive Supplier shall present a copy of the current "Disclosure Label" required by the Department of all Competitive Suppliers to be disclosed to their Participating Consumers, which shall include information pertaining to Competitive Supplier's power supply and a reasonably detailed description of the sources of Competitive Supplier's power supply used to serve Participating Consumers pursuant to this ESA, except to the extent such disclosure would violate any confidentiality obligations of Competitive Supplier.

11.3 BOOKS AND RECORDS

Competitive Supplier shall keep their books and records in accordance with all applicable Governmental Rules or guidelines of the Department, the FERC, and any other Governmental Authority. The Municipality will have access to any reports mandated by the Securities and Exchange Commission which are available on the Internet "EDGAR" system. Upon reasonable request by the Municipality, Competitive Supplier shall provide "back up" supporting any charge under this ESA questioned by the Municipality and, unless such charge is in error, the Municipality shall be responsible for the reasonable cost of providing such information.

11.4 COPIES OF REGULATORY REPORTS AND FILINGS

Upon reasonable request, Competitive Supplier shall provide to the Municipality a copy of each public periodic or incident-related report or record relating to this ESA which it files with any Massachusetts or federal agency regulating rates, service, compliance with environmental laws, or compliance with affirmative action and equal opportunity requirements, unless the Competitive Supplier is required by law or regulation to keep such reports confidential. Competitive Supplier shall be reimbursed its reasonable costs of providing such copies.

ARTICLE 12 RESOLUTION OF DISPUTES; CHOICE OF LAW AND FORUM

12.1 CHOICE OF LAW AND FORUM

This ESA and the rights of the Parties shall be interpreted and determined in accordance with the laws of the Commonwealth of Massachusetts without respect to conflicts-of-laws principles. Any litigation arising hereunder shall be brought solely in the appropriate federal court in Massachusetts or appropriate state court sitting in the Massachusetts county in which the Municipality is located, to whose jurisdiction the parties hereby assent, waiving all objections to venue or forum.

12.2 DISPUTE RESOLUTION

Unless otherwise provided for in this ESA, the dispute resolution procedures of this Article 12.2 shall be the exclusive mechanism to resolve disputes arising under this ESA. The Parties agree to use their respective best efforts to resolve any dispute(s) that may arise regarding this ESA. Any dispute that arises under or with respect to this ESA that cannot be resolved shall in the first instance be the subject of informal negotiations between the Parties involved in the dispute. The dispute shall be considered to have arisen when one of the Parties sends the other Party a written notice of dispute. The period for informal negotiations shall be fourteen (14) days from receipt of the written notice of dispute unless such time is modified by written agreement of the Parties. In the event that the Parties cannot resolve a dispute by informal negotiations, the Parties may seek judicial enforcement subject to the provisions of this ESA. Notwithstanding the foregoing, injunctive relief may be immediately sought without resorting to alternative dispute resolution to prevent irreparable harm that would be caused by a breach of this ESA.

ARTICLE 13 INDEMNIFICATION

13.1 INDEMNIFICATION BY THE COMPETITIVE SUPPLIER

In addition to and not in limitation of any other rights and remedies available to the Municipality under this ESA, at law or equity, and notwithstanding any other provision contained herein, the Competitive Supplier shall indemnify, defend and hold harmless the

Electric Service Agreement

Municipality ("Indemnified Party") and the Indemnified Party's officials, officers, employees, agents, representatives and independent contractors, from and against any and all costs, claims, liabilities, damages, expenses (including reasonable attorney's fees), causes of action, suits or judgments, incurred by, on behalf of or involving any one of the foregoing parties to the extent arising directly from or in connection with (i) any material breach by Competitive Supplier of its obligations, covenants, representations or warranties contained in this ESA and not resulting from the actions of the ISO, Local Distributor, the Municipality or its employees or agents, or (ii) any action or omission taken or made by the Competitive Supplier or its Associated Entities in connection with Competitive Supplier's performance of this ESA.

13.2 NOTICE OF INDEMNIFICATION CLAIMS

If the Municipality seeks indemnification pursuant to this Article 13, it shall notify Competitive Supplier of the existence of a claim, or potential claim as soon as practicable after learning of such claim, or potential claim, describing with reasonable particularity the circumstances giving rise to such claim. Upon written acknowledgment by the Competitive Supplier that it will assume the defense and indemnification of such claim, the Competitive Supplier may assert any defenses that are or would otherwise be available to the Municipality. Any settlement by the Supplier of any claims against the Municipality shall require a full release of the Municipality, its officials, officers, employees, agents, and representatives from any and all claims, and shall not require any admission of any liability by the Municipality, its officials, officers, employees, agents and representatives.

13.3 SURVIVAL

Notwithstanding any provision contained herein, the provisions of this Article 13 shall survive the termination of this ESA.

13.4 DUTY TO MITIGATE

Each Party agrees that they have a duty to mitigate damages at law, and also covenant that they will use Commercially Reasonable efforts to minimize any damages they may incur as a result of the other Party's performance or non-performance of this ESA.

ARTICLE 14 REPRESENTATIONS AND WARRANTIES

14.1 BY THE COMPETITIVE SUPPLIER

As a material inducement to the Municipality to enter into this ESA, the Competitive Supplier hereby represents and warrants to the Municipality as of the Effective Date of this ESA as follows:

- a) it is duly organized, validly existing and in good standing under the laws of the

Electric Service Agreement

jurisdiction of its formation and is qualified to conduct its business in those jurisdictions necessary for it to perform its obligations under this ESA;

- b) it has all authorizations from any Governmental Authority necessary for it to legally perform its obligations under this ESA or will obtain such authorizations in a timely manner prior to the date when any performance by it requiring such authorization becomes due;
- c) the execution, delivery and performance of this ESA are within its powers, have been duly authorized by all necessary action and do not violate any of the terms or conditions in its governing documents or any contract to which it is a party or any Governmental Rule applicable to it;
- d) subject to the conditions set forth in Article 2.4, this ESA constitutes a legal, valid and binding obligation of the Competitive Supplier enforceable against it in accordance with its terms, and the Competitive Supplier has all rights such that it can and will perform its obligations to the Municipality in conformance with the terms and conditions of this ESA, subject to bankruptcy, insolvency, reorganization and other laws affecting creditor's rights generally and general principles of equity;
- e) no Bankruptcy is pending against it or to its knowledge threatened against it;
- f) none of the documents or other written information furnished by or on behalf of Competitive Supplier to the Municipality pursuant to this ESA contains any untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary to make the statements contained herein or therein, in the light of the circumstances in which they were made, not misleading; and
- g) all information furnished by Competitive Supplier in response to the Municipality's Request for Proposals for competitive electric supply services is true and accurate to the best of Competitive Supplier's knowledge and belief.

14.2 BY THE MUNICIPALITY

As a material inducement to entering into this ESA, the Municipality hereby represents and warrants to Competitive Supplier as of the effective date of this ESA as follows:

- a) this ESA constitutes the legal, valid and binding contract of the Municipality enforceable in accordance with its terms, subject to applicable law;
- b) the execution, delivery and performance of this ESA are within the Municipality's powers, have been or will be duly authorized by all necessary action;
- c) the Municipality has all authorizations from any local or state Governmental Authority necessary for it to legally perform its obligations under this ESA or will obtain such authorizations in a timely manner prior to when any performance by it requiring such authorization becomes due; and
- e) no Bankruptcy is pending or threatened against the Municipality.

ARTICLE 15 INSURANCE

15.1 In order to help support the indemnifications provided in Article 13, and its other promises and covenants stated herein, Competitive Supplier shall secure and maintain, at its

Electric Service Agreement

own expense, before the Effective Date and throughout the term of this ESA, unless otherwise specified, comprehensive commercial general liability insurance of at least \$3,000,000 combined single limit and excess liability coverage of at least \$5,000,000 with insurers licensed to do business in the Commonwealth of Massachusetts and satisfactory to the Municipality. A certificate that each such insurance coverage is in force and effect, and listing the Municipality as an additional insured on all policies, shall be submitted on or before the Effective Date and thereafter whenever renewed by the Competitive Supplier or otherwise requested by the Municipality. The Competitive Supplier shall require all insurers issuing such insurance policies to provide that a copy of any notice of cancellation or non-renewal to the Municipality at least 30 days before such cancellation or non-renewal.

15.2 With respect to any of the insurance policies provided by the Competitive Supplier pursuant to these requirements that are “claims made” policies, in the event at any time such policies are canceled or not renewed, the Competitive Supplier shall provide a substitute insurance policy with terms and conditions and in amounts that comply with these requirements and that provides for retroactive coverage to the date of the cancellation or non-renewal of the prior “claims-made” policy. With respect to all “claims made” policies that have been renewed, the Competitive Supplier shall provide coverage retroactive to the Effective Date under this ESA. All said substitute or renewed “claims made” policies shall be maintained in full force and effect for three (3) years from the date of the termination of the ESA.

15.3 Competitive Supplier, to the extent required by law, must provide worker’s compensation insurance meeting all applicable state and federal requirements.

ARTICLE 16 THIS SECTION INTENTIONALLY DELETED.

ARTICLE 17 REGULATORY EVENT

If a Regulatory Event occurs, the Parties shall use their best efforts to reform this ESA to give effect to the original intent of the Parties and the Program. If the Regulatory Event results directly in an increase in Suppliers cost of services for the larger class of customers of which Participating Consumers are a part and Supplier passes through such cost to such class on a per-kWh basis, Supplier may pass through a reasonably proportionate share of such cost to Participating Consumers in the same manner as other members of such larger class.

ARTICLE 18 MISCELLANEOUS

18.1 NO ASSIGNMENT WITHOUT PERMISSION

Competitive Supplier shall not assign this ESA or any of its rights, obligations and privileges under this ESA without the prior written approval of the Municipality. Such approval may be denied at the reasonable discretion of the Municipality, including if the proposed assignee

does not have the experience and financial ability to fulfill all obligations of the Competitive Supplier in the ESA. Notwithstanding the above, any assignment of this ESA by the Competitive Supplier, whether as the result of the sale of all or substantially all of the Competitive Supplier's business related to this ESA or otherwise, shall be subject to the following requirements: (i) Competitive Supplier shall provide the Municipality with notice of the proposed assignment at least 45 days prior to such assignment; (ii) Competitive Supplier's assignee shall agree in writing to be bound by the terms and conditions of this ESA, and (iii) Competitive Supplier and such assignee shall, at least forty-five (45) days in advance of any assignment, reasonably demonstrate to Municipality that assignee has the experience and financial ability to fulfill all obligations of the Competitive Supplier in the ESA. The Municipality may assign this ESA without the prior consent of Competitive Supplier provided that the proposed assignee has at least the same financial ability as the Municipality and such assignment would not materially impair the rights and interests of Competitive Supplier under this ESA. The rights and obligations created by this ESA shall inure to the benefit of, and be binding upon, the successors and permitted assigns of, the respective Parties hereto.

18.2 DIRECT MARKETING

Prior to the introduction of any new product or service that Competitive Supplier may wish to make available to Participating Consumers or other Eligible Consumers located within the Municipality, Competitive Supplier agrees to (i) give the Municipality written notice of such new product or service and (ii) negotiate with the Municipality for the possible inclusion of such new product or service in this or another aggregation program undertaken by the Municipality.

Competitive Supplier also agrees not to engage, whether directly or through any of its Associated Entities, in any direct marketing to any Participating Consumer that relies upon Competitive Supplier's unique knowledge of, or access to, Participating Consumers gained as a result of this ESA. For the purposes of this provision, "direct marketing" shall include any telephone call, mailing, electronic mail, or other contact between the Competitive Supplier and the Consumer. Broad-based programs of the Competitive Supplier that do not rely on unique knowledge or access gained through this ESA will not constitute such "direct marketing."

18.3 NOTICES

All notices, demands, requests, consents or other communications required or permitted to be given or made under this ESA shall be in writing and addressed to:

Electric Service Agreement

If to Competitive Supplier:

Mark Fanning, Managing Director
1500 Eastport Plaza Drive
Collinsville, IL 62234
Phone: 618-343-7734
Mark.Fanning@dynegy.com

With copy to:

Dynegy, Inc.
Legal Department, Senior Corporate Counsel – Retail
601 Travis Street, Suite 1400
Houston, Texas 77002

If to Municipality:

Mr. Charles de Casteja
Good Energy, L.P.
232 Madison Avenue, 3rd Floor
New York, NY 10016
Phone: 212-792-0222
Fax: 212-792-0223
charles@goodenergy.com

and

Town Manager
Flynn Building
278 Old Sudbury Road
Sudbury, MA 01776
Phone: 978-639-3381
Fax: 978-443-0756
townmanager@sudbury.ma.us Mayor

Notices hereunder shall be deemed properly served (i) by hand delivery, on the day and at the time on which delivered to the intended recipient at the address set forth in this ESA; (ii) if sent by mail, on the third business day after the day on which deposited in the United States certified or registered mail, postage prepaid, return receipt requested, addressed to the intended recipient at its address set forth in this ESA; or (iii) if by Federal Express or other reputable express mail service, on the next business day after delivery to such express mail service, addressed to the intended recipient at its address set forth in this ESA. Any party may change its address and contact person for the purposes of this Article 18.3 by giving notice thereof in the manner required herein.

18.4 CHANGES IN EMERGENCY AND SERVICE CONTACT PERSONS

In the event that the name or telephone number of any emergency or service contact for the Competitive Supplier changes, Competitive Supplier shall give prompt written notice to the Municipality in the manner set forth in Article 18.3. In the event that the name or telephone number of any such contact person for the Municipality changes, prompt written notice shall be given to the Competitive Supplier in the manner set forth in Article 18.3.

18.5 ENTIRE ESA; AMENDMENTS

This ESA, including the Plan incorporated by reference in Section 18.14, constitute the entire agreement between the Parties hereto with respect to the subject matter hereof and supersedes all prior oral or written agreements and understandings between the Parties relating to the subject matter hereof. This ESA may only be amended or modified by a written instrument signed by all Parties hereto.

18.6 FORCE MAJEURE

If by reason of Force Majeure any Party is unable to carry out, either in whole or in part, its obligations herein contained, such Party shall not be deemed to be in default during the continuation of such inability, provided that: (i) the non-performing Party, within two (2) weeks after the occurrence of the Force Majeure, gives the other Party hereto written notice describing the Force Majeure and its effects; (ii) the suspension of performance be of no greater scope and of no longer duration than is necessitated by the Force Majeure; (iii) no obligations of the Party that were to be performed prior to the occurrence of the Force Majeure shall be excused as a result of that occurrence; and (iv) the non-performing Party shall use all Commercially Reasonable efforts to remedy or overcome with all reasonable dispatch the cause or causes preventing it from carrying out its obligations. If (i) an event of Force Majeure caused by any strikes, lockouts or other industrial disturbances involving Competitive Supplier or its Associated Entities continues for a period of thirty (30) days or longer, or (ii) an event of Force Majeure arising from any other cause continues for a period of sixty (60) days or longer, either Party may terminate this ESA by sending the other Party a written notice as set forth in Article 4.2; provided, however, that the same shall not constitute a default under this ESA and shall not give rise to any damages. Additionally, Competitive Supplier shall submit all consumer drops via EDI to the Local Distributor in accordance with the rules and regulations set forth by the EBT Working Group

18.7 EXPENSES

Each Party hereto shall pay all expenses incurred by it in connection with its entering into this ESA, including without limitation, all of its attorney's fees and expenses.

18.8 NO JOINT VENTURE

Competitive Supplier will perform all obligations under this ESA as an independent contractor. Nothing herein contained makes, and nothing herein shall be deemed to make, any Party an employee, partner, agent or legal representative of the other Party, or to create a joint venture, partnership, agency or any similar relationship between the Parties. The obligations of the Municipality and the Competitive Supplier hereunder are individual and neither collective nor joint in nature.

18.9 JOINT WORK PRODUCT

This ESA shall be considered the work product of all Parties hereto, and, therefore, no rule of “construction against the drafter” shall be applied against either Party.

18.10 COUNTERPARTS

This ESA may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute a single agreement.

18.11 COMMISSIONS

The Parties acknowledge that the Price for energy as described in Exhibit A includes: a) a commission fee equal to \$0.001 (1 mil) per kWh of Participating Consumers’ actual usage for the duration of the ESA payable to Good Energy, L.P., the consultant hired by the Municipality to develop, implement, and administer the Program; and b) a commission fee equal to \$0.000025 per kWh of Participating Consumers actual usage for the first twelve (12) months of the Agreement payable to the Metropolitan Area Planning Council (“MAPC”) to cover the MAPC’s cost of project development, administration and support. The Competitive Supplier agrees to include these commission fees in the Price for energy and to make the monthly commission payments on behalf of Participating Consumers to Good Energy, L.P. and acknowledges this obligation as a material obligation of this ESA. The commission fee shall be paid on or about the 15th of every month and shall be based on electricity consumed and paid for by Participating Customers and for which Competitive Supplier has received payment in the previous month. This provision shall be binding upon the Parties and all permitted assigns and other successors-in-interest of the Parties.

18.12 WAIVER

No waiver by any Party hereto of any one or more defaults by any other Party in the performance of any provision of this ESA shall operate or be construed as a waiver of any future default, whether of like or different character. No failure on the part of any Party hereto to complain of any action or non-action on the part of any other Party, no matter how long the same may continue, shall be deemed to be a waiver of any right hereunder by the Party(ies) so failing. A waiver of any of the provisions of this ESA shall only be effective if made in writing and signed by the Party who is making such waiver.

*Electric Service Agreement***18.13 COOPERATION**

Each Party acknowledges that this ESA must be approved by the Department and agree that they shall use Commercially Reasonable efforts to cooperate in seeking to secure such approval.

18.14 PLAN

Competitive Supplier agrees that it has been provided with and had a reasonable opportunity to read the Plan. The Parties agree that the Plan, in the form as it exists on the Effective Date of this ESA, is incorporated into this ESA by reference, and that it shall be construed harmoniously to the greatest practicable extent; notwithstanding the foregoing, in the event of any conflict between this ESA and the Plan, this ESA shall govern. The Municipality will provide Competitive Supplier with amendments to the Plan as they are adopted; provided, however, that such amendments are not incorporated into this ESA solely as a result of such adoption. Any amendments hereto must be made in accordance with Article 18.5 of this ESA.

18.15 ADVERTISING LIMITATIONS

Competitive Supplier agrees not to use, whether directly or through any of its Associated Entities, the name of the Municipality, or make any reference to the Municipality in any advertising or other information to be distributed publicly for marketing or educational purposes, unless the Municipality expressly agrees to such usage in writing. Any proposed use of the name of the Municipality must be submitted in writing to the Municipality for agreement and prior approval. The Municipality acknowledges that the Competitive Supplier's corporate affiliates own the exclusive right to the trademarked logo and trade name used by Competitive Supplier. No right, license or interest in this trademark and/or trade name is granted to the Municipality hereunder, and the Municipality agrees that it shall not assert any right, license or interest with respect to such trademark and/or trade name.

18.16 PRESS RELEASES

The Parties agree to cooperate in good faith prior to the issuance of any formal press release with respect to this ESA, such cooperation to include negotiating an agreement as to the form, substance and timing of such formal press release.

18.17 HEADINGS AND CAPTIONS

The headings and captions appearing in this ESA are intended for reference only, and are not to be considered in construing this ESA.

*Electric Service Agreement***18.18 SURVIVAL OF OBLIGATION**

Termination of this ESA for any reason shall not relieve the Municipality or the Competitive Supplier of any obligation accrued or accruing prior to such termination.

18.19 REMEDIES**18.19.1 General**

Subject to the limitations set forth in Article 18.19.2 below and Article 4, the Municipality and the Competitive Supplier reserve and shall have all rights and remedies available to each of them at law or in equity with respect to the performance or non-performance of the other Party hereto under this ESA.

18.19.2 Limitations

NO PARTY HERETO SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT. Notwithstanding the foregoing, each Party acknowledges that the preceding sentence shall not limit the other Party's rights to seek direct damages or, under Article 13.1, to seek indemnification from Competitive Supplier for consequential, punitive, or incidental damages or other such losses claimed by third-parties; provided that the aggregate limit on Competitive Supplier's indemnification obligation pursuant to this provision, except for any damages caused by the fraud or bad faith of the Competitive Supplier, shall be equal to the greater of: 1) the amount payable for such claims under any and all insurance maintained by the Competitive Supplier; 2) 50% of the Competitive Supplier's annual gross receipts (price per kWh multiplied by kWh volumes sold) received under this ESA in the most recent 12 month period; or 3) \$10,000,000.00.

Electric Service Agreement

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives, as required by the applicable laws of the Municipality and the laws, rules and regulations of the Commonwealth of Massachusetts, as of the respective dates set forth below

COMPETITIVE SUPPLIER

By: 

Name: Mark Fanning

Title: Managing Director - Retail

Address: 1500 Eastport Plaza Dr. Collinsville IL 62234

Dated: 5/24/2017

MUNICIPALITY

By: 

Name: Melissa Murphy-Rodriguez

Title: Town manager

Address: 278 Old Sudbury Rd

Dated: 5/24/17

EXHIBIT A
PRICES AND TERMS
Community Electricity Aggregation Program

Rate Classification	Price per kWh/Period	Price per kWh/Period
Period		
Residential	<u>\$0.10624</u>	
Commercial	<u>\$0.10624</u>	
Industrial	<u>\$0.10624</u>	

Terms for System Supply Service

Term: The Price and Terms stated on this Exhibit A will commence on the first Consumer meter read date after 7/31/2017 and continue until the first Consumer meter read date after 7/31/2020, unless this ESA is sooner terminated in accordance with Article 4.2 of this ESA.

Pricing: The price for All-Requirements Power Supply shall be as stated on this Exhibit A through Participating Consumers' meter read dates in August 2020. Prices shall be fixed for the entire length of such pricing period. Prices must include all adders and ancillary charges. However, the Competitive Supplier may offer price reductions to Participating Consumers at any time during the term of this ESA. The Municipality reserves the right to reject any bids in which, on the Start-Up Service Date, the Residential pricing would not be at least \$.001/kWh less than the approved Fixed Basic Service Rate in effect for residential consumers and the pricing for Commercial and Industrial consumers would not be at least \$.001/kWh less than the approved Fixed Basic Service Rate in effect for commercial consumers.

Start-Up Service Date: All-requirements retail power supply will commence at the prices stated above as of Participating Consumer's first meter read dates after 7/31/2017. All enrollments must be submitted at least two business days before the next meter read.

Electric Service Agreement

Renewable Energy in System Supply: The Competitive Supplier shall include Renewable Energy in the All-Requirements Power Supply mix in an amount equal to the DOER's Renewable Portfolio Standards and Alternative Energy Portfolio Standards starting with current requirement on the Start-Up Service Date or pay all penalties imposed by the DOER related to Renewable Energy requirements.

Term: The period of delivery of All Requirements Power Supply shall be consistent with the provisions of Article 4 and Exhibit A of this ESA.

Eligible Consumer Opt-Out: Participating Consumers are free to opt-out of the Program utilizing established EDI drop protocols. Participating Consumers are to provide five (5) day's notice to the Competitive Supplier of such termination. There are no fees or charges for Participating Consumers to opt-out or terminate service.

Competitive Supplier's Standard Credit Policy: The Competitive Supplier will not require a credit review for any consumer participating in the Program, nor will Competitive Supplier require any consumer to post any security deposit as a condition for participation in the Program. The Competitive Supplier may terminate service to a Participating Consumer and return such consumer to Basic Service in the event that the consumer fails to pay to Competitive Supplier amounts past due greater than sixty (60) days.

EXHIBIT B

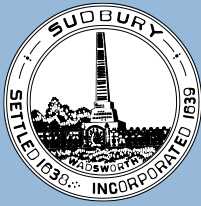
TEMPLATE KWH SALES AND CONSUMER ACCOUNTS DATA SUMMARY

Rate Code	
Rate Name	
Consumer	
No Accounts	
	kWh
January	
February	
March	
April	
May	
June	
July	
August	
September	
October	
November	
December	

Electric Service Agreement

EXHIBIT C – Form of REC Purchase Agreement

Attachment5.b: Dynergy ESA_24May2017_Sudbury (3810 : Energy Committee - renewal of electric aggregation program)

**SUDBURY BOARD OF SELECTMEN**

Tuesday, May 5, 2020

MISCELLANEOUS (UNTIMED)**6: DLS capital presentation****REQUESTOR SECTION**

Date of request:

Requestor: Chairman Carty

Formal Title: Division of Local Services (DLS) presentation of capital report. Attending from DLS will be Tara Lynch, Sean Cronin, Marcia Bohinc.

Recommendations/Suggested Motion/Vote: Division of Local Services (DLS) presentation of capital report. Attending from DLS will be Tara Lynch, Sean Cronin, Marcia Bohinc.

Background Information:

Financial impact expected:

Approximate agenda time requested: 30 minutes

Representative(s) expected to attend meeting: from DLS: Tara Lynch, Sean Cronin, Marcia Bohinc

Review:

Patty Golden	Pending
Maryanne Bilodeau	Pending
Jonathan Silverstein	Pending
Daniel E Carty	Pending
Board of Selectmen	Pending

05/05/2020 6:00 PM

Commonwealth of Massachusetts



DLS
DIVISION OF LOCAL SERVICES
MA DEPARTMENT OF REVENUE

Review of the Town of Sudbury's Capital Improvement Program

May 5, 2020

Sean Cronin, Senior Deputy Commissioner

Tara Lynch & Marcia Bohinc,
Senior Project Managers
Technical Assistance Bureau



Review of Sudbury's Capital Improvement Program

CIP- Risk management tool to ensure capital assets can continuously, efficiently & effectively provide desired services according to a well-thought-out, economical plan

Review Methodology - Compared Sudbury's capital planning to best practices in the four components of a comprehensive CIP:

1. Financial Policies
2. Capital Planning Procedures
3. Funding Strategies
4. Capital Forecast



Policy & Procedure Recommendations

Annual Budget

- Outline coordination of operating, capital and EF budgets
- Set guidelines for Proposition 2½ referendums

Debt Management

- Provide concrete guidance on allowable debt issuance terms, circumstances, limits, etc.
- Maintain year-to-year cap investment level by replacing maturing DS with new debt, or applying \$ saved to reserves

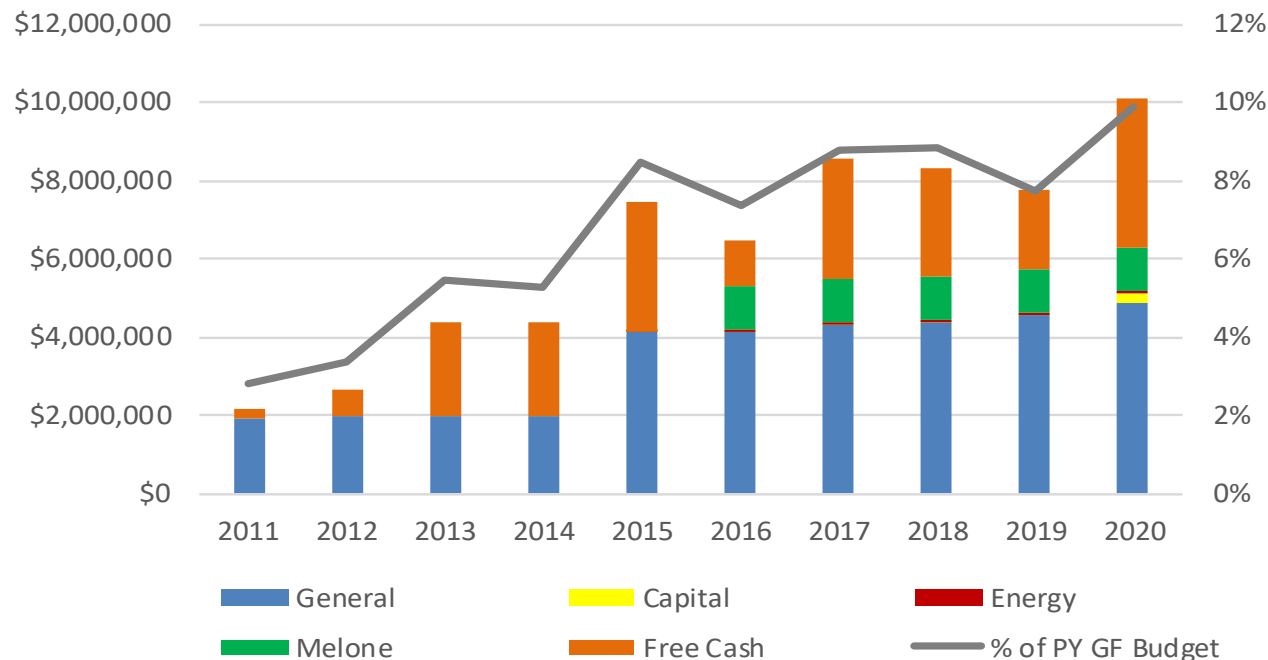
Capital Planning

- Define cap project by minimum cost and useful life thresholds
- Spell out a priority order for capital projects



Financial Reserves

- State the strategic purpose(s) of each reserve: general SF, special purpose SFs, free cash, & EF retained earnings
- Combined GF reserves target: 10-12% of PY GF revenues





Cash Capital (pay-as-you-go)

- Combination of tax levy, free cash and stabilization funds
- SPSFs = transparently dedicated savings account to offset DS

Cash Capital Investment FY2016-FY2020

Fiscal Year for Targets:	FY2016	FY2017	FY2018	FY2019	FY2020
Prior Year General Fund Budgets	88,459,671	97,507,455	94,025,172	100,052,644	102,000,958
Capital Funding Sources					
Tax Levy	392,750	404,000	413,190	422,000	745,000
Tax Levy Funding as % of PY GF Budget	0.44%	0.41%	0.44%	0.42%	0.73%
Free Cash	613,793	305,000	1,962,000	1,426,500	570,000
Transfers from Stabilization Funds	0	0	0	0	0
Total Cash Capital Funding	1,006,543	709,000	2,375,190	1,848,500	1,315,000
Cash Capital % of PY GF Budgets	1.14%	0.73%	2.53%	1.85%	1.29%



Looking forward

- Set & pursue cap targets - overall min. 6-8% of PY GF Revs
- Maximize new growth directed to capital, 50-75% annually

General Fund Capital Investment vs. Target Funding Levels, FY2018-FY2020

		FY2018	FY2019	FY2020	
Prior Year General Fund Revenues:		94,025,172	100,052,644	102,000,958	
Capital Funding Sources					Targets
Excluded Debt		3,297,860	2,945,115	2,935,815	Excluded Debt
% of prior year revenues		3.51%	2.94%	2.88%	no target
Nonexcluded Debt		155,190	155,510	154,610	Nonexcluded Debt
% of prior year revenues		0.17%	0.16%	0.15%	3%
Free Cash +		1,962,000	1,426,500	570,000	Cash Capital
<u>Tax Levy</u>		<u>413,190</u>	<u>422,000</u>	<u>745,000</u>	
Cash Capital Total		2,375,190	1,848,500	1,315,000	
% of prior year revenues		2.53%	1.85%	1.29%	3%
Capital Total		5,828,240	4,949,125	4,405,425	Capital Total
% of prior year revenues		6.20%	4.95%	4.32%	6%



Stabilization Fund Override

- Additional levy amount raised & appropriated to Capital SF
- Each year after referendum, the Select Board votes to either continue, defer, lower, or increase the additional amount
- Additional amount for any year is limited to 102.5% of the amount the Select Board had last appropriated
- Only 12 communities in the state have ever done this



DLS Capital Targets Tool

Current Debt Service and Cash Capital	FY2021	FY2022	FY2023	FY2024	FY2025
Within-levy Debt Service	154,510	160,560	183,660	178,561	178,711
Excluded Debt Service	2,874,003	1,387,921	2,046,540	2,000,305	1,914,670
Total Within-levy and Excluded Debt Service	3,028,513	1,548,481	2,230,200	2,178,866	2,093,381
Within-levy Debt Service as % of Prior Year Revenue	0.15%	0.15%	0.17%	0.16%	0.16%
Excluded Debt Service as % of Prior Year Revenue	2.74%	1.32%	1.93%	1.82%	1.70%

Cash Capital Expenditures (CIP)	6,829,948	310,000	310,000	310,000	310,000
Capital Exclusion Amounts	-	-	-	-	-
Total Pay-as-you-go Cash Capital Investment - Existing and Planned	6,829,948	310,000	310,000	310,000	310,000
Cash Capital Expenditures as % of Prior Year Revenue	6.52%	0.30%	0.29%	0.28%	0.27%
Capital Exclusions as % of Prior Year Revenue	0.00%	0.00%	0.00%	0.00%	0.00%

Combined Debt Service and Cash Capital Target Projections	FY2021	FY2022	FY2023	FY2024	FY2025
Within-levy Debt Service Target % (Target = 3%)	0.30%	0.35%	0.50%	1.00%	1.25%
Within-levy Debt Service Target \$	314,232	367,127	531,434	1,098,656	1,410,138
Gross Excluded Debt Service	2,874,003	1,387,921	2,046,540	2,000,305	1,914,670
Total Within-levy DS and Gross Excluded Debt Service	3,188,235	1,755,048	2,577,974	3,098,961	3,324,808
Total Debt (all) and Replacement Target as % of Prior Year Revenue	3.04%	1.67%	2.43%	2.82%	2.95%
Within-levy Debt Service Target Gap (i.e., Target less Current)	159,722	206,567	347,774	920,095	1,231,427

Cash Capital Spending and Reserves Target % (Target = 3%)	1.25%	1.50%	1.50%	1.50%	2.00%
Cash Capital Spending and Reserves Target \$	1,309,301	1,573,403	1,594,303	1,647,984	2,256,220
Capital Exclusion Spending	-	1,000,000	-	-	-
Total Cash Capital at Target and Capital Exclusion Spending	1,309,301	2,573,403	1,594,303	1,647,984	2,256,220
Capital Expenditures and Reserves as % of Prior Year Revenue	1.25%	2.45%	1.50%	1.50%	2.00%
Capital Expenditures and Reserves Target Gap (i.e., Target less Current)	-	1,263,403	1,284,303	1,337,984	1,946,220

Combined Debt Service and Reserves Summary Based on Policy Target Levels

Debt Service and Reserves Target	3,188,235	1,755,048	2,577,974	3,098,961	3,324,808
Capital Expenditures and Reserves Target	1,309,301	2,573,403	1,594,303	1,647,984	2,256,220
Grand Total Capital Investment	4,497,537	4,328,452	4,172,277	4,746,945	5,581,028
Grand Total Capital Investment as % of Prior Year Revenue (Target = 6%)	4.29%	4.13%	3.93%	4.32%	4.95%

Capital Targets Workbook

Included Worksheets:

Summary:

- Summary of the general fund debt and cash capital analysis. Includes graphic representation of the data.
- All information on the Summary worksheet is linked from GF Analysis.

Current Debt Service and Cash Capital

- Total of issued and authorized within-levy and gross excluded debt service (from debt schedules)
- Total of authorized and issued within-levy and gross excluded debt service as a percentage of the prior year revenue
- Total of existing and anticipated cash capital expenditures (from base levy, stabiliz funds and free cash) and voter approved capital exclusions
- Percentage of total capital investment as a percentage of the prior year revenue
- Grand total of debt service and cash capital as the total amount and as a percentage of the prior year revenue

Debt Service and Cash Capital Target Projections

- Total of within-levy debt service and gross excluded debt service as percentages of the prior year revenue
- Target gap amount of within-levy debt service required by policy and actual and projected within-levy debt service
- Total of cash spending and reserves at policy target level and capital exclusions as a percentage of the prior year revenue
- Target gap amount of cash spending and reserves at policy target level and capital exclusions
- Grand total of debt service, cash capital, and reserves to target as the total amount and as a percentage of the prior year revenue

GF Analysis:

- Analysis of current and anticipated general fund debt (excluded and within-levy) and cash capital.
- The data for both already-issued debt and anticipated debt issuances comes from the community's debt schedules.
- Excluded debt service is presented in the gross amount - no reimbursements are adjustments are recognized.
- The data for cash capital expenditures (from base levy, free cash, and stabilization funds) comes from the community's capital improvement plan (CIP)
- Target levels for within-levy and cash capital are by policy.
- The reference numbers in Column B showing calculation sources refer to the numbers listed in Column A.
- All percentages for the budget year are based on the prior year revenue.

PLEASE NOTE: The source data in this workbook should be linked to the community's existing forecast to maintain updated revenue, debt and capital investment projections. This tool is currently linked to the worksheets noted below.

A. Prior Year GF Revenue

- Linked to the Revenues worksheet
- No direct input

B. Debt Service (from Debt Schedules)

- Linked to the Debt worksheet
- Input any multiyear capital leases

C. Within-levy Debt Service Targets

- Input debt service target percentage for each year (line # 7.)
- Amount of debt service at the current level (FY2020) and the additional amount of service required to either issue or reserve to maintain this level is calculated
- Amount of debt service at policy goal level and the additional amount of service required to either issue or reserve to reach this level is calculated
- Zero additional debt service indicates that spending is at or above the target level

D. Projected Debt Service - "What-if" Analysis

Enter a projection, or "what-if," for within-levy and/or excluded debt (excluded is subject to voter approval)

For within-levy debt, the additional amount of debt service required to either issue or reserve to reach the target level is recalculated from Section C.

Any entered projected "what-if" debt service amount is included with existing debt and is presented in total and as a percentage of the prior year revenue

E. Pay-as-you-go Cash Capital

Linked to the CIP worksheet

Cash capital expenditures and planned expenditures are from the capital plan

F. Cash Capital Spending Targets

Input cash spending target percentage for each year (line # 16.)

Amount of cash spending at the current level (FY2020) and the additional amount required to either expend or reserve to maintain this level is calculated

Amount of cash spending at policy goal level and the additional amount of service required to either expend or reserve to reach this level is calculated

Zero additional cash spending indicates that spending is at or above the target level

G. Projected Cash Capital Expenditures - "What if" Analysis

Enter a "what-if" projection for both cash capital and capital exclusion expenditures (capital excluded subject to voter approval)

For cash capital, the amount required to either expend or reserve to reach the target level is recalculated from Section E.

Any entered projected "what if" amount is included with existing expenditures and presented as a percentage of the prior year revenue

Revenues

- Summary of Tax Levy, State Aid, and Local Receipts worksheets
- FY2016 - FY2020 revenue is the general fund revenue reported on the tax recap (excluding enterprise and CPA funds)
- FY2021 - FY2030 contains no projections for the use of available funds (e.g., free cash)

Tax Levy

- Statutory 2.5% increases included
- Conservative new growth each year, based on new growth trend
- Debt exclusion amounts linked from the Debt worksheet and includes projected new excluded debt
- Capital exclusion data directly entered from the tax recap

State Aid

- Cherry sheet information for historical values
- FY2021 is the Governor's proposal
- Subsequent years - Chapter 70 increases 0.5% annually, Unrestricted aid increases 1% annually

Local Receipts

- 1% increase to all categories

Debt

- From the community debt schedule
- Includes all issued and authorized debt payments (authorized based on amortization schedule)

CIP

- Includes expenditures through FY202 as approved at town meeting, and the preliminary budget for FY2012 (as of March xxx)
- Incorporates hypothetical projections for forward years based on the capital plan

Amortization

- Sample amortization schedule for projected debt service calculations

Town of Sudbury
General Fund Debt and Capital Planning Analysis

General Fund Debt and Capital Planning Analysis					Current Data				Based on Projected Revenues and Anticipated Capital Spending											
Current Debt Service and Cash Capital					FY2017	FY2018	FY2019	FY2020	FY2021	FY2022	FY2023	FY2024	FY2025	FY2026	FY2027	FY2028	FY2029	FY2030	FY2031	
Within-levy Debt Service					155,050	155,190	155,510	154,610	154,510	160,560	183,660	178,561	178,711	139,061	141,951	144,841	152,931	155,871	52,	
Excluded Debt Service					3,423,375	3,297,860	2,945,115	2,935,815	2,874,003	1,387,921	2,046,540	2,000,305	1,914,670	1,869,635	1,833,060	1,796,485	1,759,910	1,723,335	1,686,	
Total Within-levy and Excluded Debt Service					3,578,425	3,453,050	3,100,625	3,090,425	3,028,513	1,548,481	2,230,200	2,178,866	2,093,381	2,008,696	1,975,011	1,941,326	1,912,841	1,879,206	1,738,	
Within-levy Debt Service as % of Prior Year Revenue					0.16%	0.17%	0.16%	0.15%	0.15%	0.15%	0.17%	0.16%	0.16%	0.12%	0.12%	0.12%	0.12%	0.12%	0.12%	0.
Excluded Debt Service as % of Prior Year Revenue					3.51%	3.51%	2.94%	2.88%	2.74%	1.32%	1.93%	1.82%	1.70%	1.61%	1.54%	1.47%	1.40%	1.34%	1.	
Cash Capital Expenditures (CIP)					709,000	2,375,190	1,848,500	1,315,000	6,829,948	310,000	310,000	310,000	310,000	310,000	310,000	310,000	310,000	310,000	310,	
Capital Exclusion Amounts					365,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Total Pay-as-you-go Cash Capital Investment - Existing and Planned					1,074,000	2,375,190	1,848,500	1,315,000	6,829,948	310,000	310,000	310,000	310,000	310,000	310,000	310,000	310,000	310,000	310,	
Cash Capital Expenditures as % of Prior Year Revenue					0.73%	2.53%	1.85%	1.29%	6.52%	0.30%	0.29%	0.28%	0.27%	0.27%	0.26%	0.25%	0.25%	0.24%	0.	
Capital Exclusions as % of Prior Year Revenue					0.37%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.	
Combined Debt Service and Cash Capital																				
Debt Service and Reserves					3,578,425	3,453,050	3,100,625	3,090,425	3,028,513	1,548,481	2,230,200	2,178,866	2,093,381	2,008,696	1,975,011	1,941,326	1,912,841	1,879,206	1,738,	
Pay-as-you-go Cash Capital and Reserves					1,074,000	2,375,190	1,848,500	1,315,000	6,829,948	310,000	310,000	310,000	310,000	310,000	310,000	310,000	310,000	310,000	310,	
Grand Total Capital Investment					4,652,425	5,828,240	4,949,125	4,405,425	9,858,461	1,858,481	2,540,200	2,488,866	2,403,381	2,318,696	2,285,011	2,251,326	2,222,841	2,189,206	2,048,	
Total Capital Investment as % of Prior Year GF Revenue					4.77%	6.20%	4.95%	4.32%	9.41%	1.77%	2.39%	2.27%	2.13%	2.00%	1.92%	1.84%	1.77%	1.70%	1.	
Debt Service and Cash Capital Target Projections					FY2017	FY2018	FY2019	FY2020	FY2021	FY2022	FY2023	FY2024	FY2025	FY2026	FY2027	FY2028	FY2029	FY2030	FY2031	
Within-levy Debt Service Target % (Target = 3%)									0.30%	0.35%	0.50%	1.00%	1.25%	1.30%	1.50%	2.00%	2.50%	3.00%	3.	
Within-levy Debt Service Target \$									314,232	367,127	531,434	1,098,656	1,410,138	1,505,275	1,783,282	2,441,320	3,133,137	3,859,975	3,962,	
Gross Excluded Debt Service					3,423,375	3,297,860	2,945,115	2,935,815	2,874,003	1,387,921	2,046,540	2,000,305	1,914,670	1,869,635	1,833,060	1,796,485	1,759,910	1,723,335	1,686,	
Total Within-levy DS and Gross Excluded Debt Service					3,423,375	3,297,860	2,945,115	2,935,815	3,188,235	1,755,048	2,577,974	3,098,961	3,324,808	3,374,910	4,366,342	4,987,805	5,643,047	6,333,310	6,399,	
Total Debt (all) and Replacement Target as % of Prior Year Revenue					3.51%	3.51%	2.94%	2.88%	3.04%	1.67%	2.43%	2.82%	2.95%	2.91%	3.67%	4.09%	4.50%	4.92%	4.	
Within-levy Debt Service Target Gap (i.e., Target less Current)					-	-	-	-	159,722	206,567	347,774	920,095	1,231,427	1,366,214	1,641,331	2,296,479	2,980,206	3,704,104	3,910,	
Cash Capital Spending and Reserves Target % (Target = 3%)									1.25%	1.50%	1.50%	1.50%	2.00%	2.00%	2.00%	2.50%	2.50%	3.00%	3.	
Cash Capital Spending and Reserves Target \$									1,309,301	1,573,403	1,594,303	1,647,984	2,256,220	2,315,807	2,377,709	3,051,650	3,133,137	3,859,975	3,962,	
Capital Exclusion Spending					365,000	-	-	-	-	1,000,000	-	-	-	-	-	-	-	-	-	
Total Cash Capital at Target and Capital Exclusion Spending					365,000	-	-	-	1,309,301	2,573,403	1,594,303	1,647,984	2,256,220	2,315,807	2,377,709	3,051,650	3,133,137	3,859,975	3,962,	
Capital Expenditures and Reserves as % of Prior Year Revenue					0.37%	0.00%	0.00%	0.00%	1.25%	2.45%	1.50%	1.50%	2.00%	2.00%	2.00%	2.50%	2.50%	3.00%	3.	
Capital Expenditures and Reserves Target Gap (i.e., Target less Current)					-	-	-	-	-	1,263,403	1,284,303	1,337,984	1,946,220	2,005,807	2,067,709	2,741,650	2,823,137	3,549,975	3,652,	
Combined Debt Service and Reserves Summary Based on Policy Target Levels																				
Debt Service and Reserves Target					3,423,375	3,297,860	2,945,115	2,935,815	3,188,235	1,755,048	2,577,974	3,098,961	3,324,808	3,374,910	4,366,342	4,987,805	5,643,047	6,333,310	6,399,	
Capital Expenditures and Reserves Target					365,000	-	-	-	1,309,301	2,573,403	1,594,303	1,647,984	2,256,220	2,315,807	2,377,709	3,051,650	3,133,137	3,859,975	3,962,	
Grand Total Capital Investment					3,788,375	3,297,860	2,945,115	2,935,815	4,497,537	4,328,452	4,172,277	4,746,945	5,581,028	5,690,717	6,744,051	8,039,455	8,776,183	10,193,284	10,362,	
Grand Total Capital Investment as % of Prior Year Revenue (Target = 6%)					3.89%	3.51%	2.94%	2.88%	4.29%	4.13%	3.93%	4.32%	4.95%	4.91%	5.67%	6.59%	7.00%	7.92%	7.	

Town of Sudbury
General Fund Debt and Capital Planning Analysis

Current Data					Based on Projected Revenues and Anticipated Capital Spending													
A. Prior Year GF Revenue					FY2016	FY2017	FY2018	FY2019	FY2020	FY2021	FY2022	FY2023	FY2024	FY2025	FY2026	FY2027	FY2028	FY2029
Property Tax Levy					76,997,530	79,892,487	83,323,444	86,384,635	89,733,894	91,725,937	94,636,843	98,126,684	100,982,453	103,871,372	106,875,255	109,963,821	113,130,515	116,377,000
State Aid Cherry Sheet					7,541,780	7,777,348	8,001,490	8,061,320	8,226,761	8,357,035	6,791,906	6,832,822	6,874,021	6,915,503	6,957,271	6,999,328	7,041,675	7,084,000
Estimated Local & Offset Receipts					4,787,000	4,545,000	4,625,001	4,836,800	4,763,556	4,810,592	4,858,098	4,906,078	4,954,539	5,003,484	5,052,918	5,102,847	5,153,277	5,204,000
Available Funds/Other Financing Sources					8,181,145	1,810,337	4,102,709	2,718,203	2,019,894	-	-	-	-	-	-	-	-	-
1. Total Prior GF Revenues					97,507,455	94,025,172	100,052,644	102,000,958	104,744,105	104,893,564	106,286,847	109,865,584	112,811,013	115,790,359	118,885,444	122,065,996	125,325,467	128,665,000
BUDGET YEAR					FY2017	FY2018	FY2019	FY2020	FY2021	FY2022	FY2023	FY2024	FY2025	FY2026	FY2027	FY2028	FY2029	FY2030
B. Debt Service (from Debt Schedules)																		
Within-levy Debt					155,050	155,190	155,510	154,610	154,510	160,560	183,660	178,561	178,711	139,061	141,951	144,841	152,931	155,000
Within-levy Capital Leases					-	-	-	-	-	-	-	-	-	-	-	-	-	-
2. Total Within-levy Debt Service					155,050	155,190	155,510	154,610	154,510	160,560	183,660	178,561	178,711	139,061	141,951	144,841	152,931	155,000
3. Within-levy Debt as % of Prior Year Revenue (2/1)					0.16%	0.17%	0.16%	0.15%	0.15%	0.15%	0.17%	0.16%	0.16%	0.12%	0.12%	0.12%	0.12%	0.13%
Excluded Debt Service					3,423,375	3,297,860	2,945,115	2,935,815	2,874,003	1,387,921	2,046,540	2,000,305	1,914,670	1,869,635	1,833,060	1,796,485	1,759,910	1,722,000
4. Total Excluded Debt Service					3,423,375	3,297,860	2,945,115	2,935,815	2,874,003	1,387,921	2,046,540	2,000,305	1,914,670	1,869,635	1,833,060	1,796,485	1,759,910	1,722,000
Excluded Debt as % of Prior Year Revenue (4/1)					3.51%	3.51%	2.94%	2.88%	2.74%	1.32%	1.93%	1.82%	1.70%	1.61%	1.54%	1.47%	1.40%	1.33%
5. Total Existing Within-levy and Excluded Debt Service (2+4)					3,578,425	3,453,050	3,100,625	3,090,425	3,028,513	1,548,481	2,230,200	2,178,866	2,093,381	2,008,696	1,975,011	1,941,326	1,912,841	1,877,000
Total Existing Debt as % of Prior Year Revenue (5/1)					3.67%	3.67%	3.10%	3.03%	2.89%	1.48%	2.10%	1.98%	1.86%	1.73%	1.66%	1.59%	1.53%	1.46%
C. Within-levy Debt Service Targets																		
6. Debt Service at Current % Level (1*3)									158,768	158,995	161,106	166,531	170,996	175,512	180,203	185,024	189,965	194,800
Additional Debt Service to Current Level (6-2)									4,258	-	-	-	-	36,451	38,252	40,183	37,034	35,000
7. Debt Service Target % (Target Goal = 3%)									0.30%	0.35%	0.50%	1.00%	1.25%	1.30%	1.50%	2.00%	2.50%	3.00%
8. Debt Service Expenditures at Target % Level (1*7)									314,232	367,127	531,434	1,098,656	1,410,138	1,505,275	1,783,282	2,441,320	3,133,137	3,855,000
Additional Debt Service to Target Goal (8-2)									159,722	206,567	347,774	920,095	1,231,427	1,366,214	1,641,331	2,296,479	2,980,206	3,700,000
D. Projected Debt Service - "What if" Analysis																		
Within-levy																		
Purpose 1					-	-	-	-	-	-	-	500,000	500,000	500,000	500,000	500,000	500,000	500,000
Purpose 2					-	-	-	-	-	-	-	-	250,000	250,000	250,000	250,000	250,000	250,000
Purpose 3					-	-	-	-	-	-	-	-	-	-	-	-	-	-
9. Total Projected Within-levy Debt Service					-	-	-	-	-	-	-	500,000	750,000	750,000	750,000	750,000	750,000	750,000
Existing and Projected Within-levy Debt Service as % of Prior Year Revenues ((2+9)/1)					0.16%	0.17%	0.16%	0.15%	0.15%	0.15%	0.17%	0.62%	0.82%	0.77%	0.75%	0.73%	0.72%	0.71%
Required Additional Within-levy Debt Service to Target Goal (8-2-9)									159,722	206,567	347,774	420,095	481,427	616,214	891,331	1,546,479	2,230,206	2,950,000
Excluded																		
Purpose 1					-	-	-	-	-	-	-	-	-	-	750,000	750,000	750,000	750,000
Purpose 2					-	-	-	-	-	-	-	-	-	-	-	-	-	-
Purpose 3					-	-	-	-	-	-	-	-	-	-	-	-	-	-
10. Total Projected Excluded Debt Service					-	-	-	-	-	-	-	-	-	-	750,000	750,000	750,000	750,000
Existing and Projected Excluded Debt Service as % of Prior Year Revenues ((4+10)/1)					3.51%	3.51%	2.94%	2.88%	2.74%	1.32%	1.93%	1.82%	1.70%	1.61%	2.17%	2.09%	2.00%	1.93%
11. Total Existing and Projected Debt Service					3,578,425	3,453,050	3,100,625	3,090,425	3,028,513	1,548,481	2,230,200	2,678,866	2,843,381	2,758,696	3,475,011	3,441,326	3,412,841	3,377,000
Total Debt Service as % of Prior Year Revenues (11/1)					3.67%	3.67%	3.10%	3.03%	2.89%	1.48%	2.10%	2.44%	2.52%	2.38%	2.92%	2.82%	2.72%	2.65%
E. Pay-as-you-go Cash Capital																		
11. Cash Capital Expenditures					709,000	2,375,190	1,848,500	1,315,000	6,829,948	310,000	310,000	310,000	310,000	310,000	310,000	310,000	310,000	310,000
12. Cash Capital as % of Prior Year Revenue (11/1)					0.73%	2.53%	1.85%	1.29%	6.52%	0.30%	0.29%	0.28%	0.27%	0.27%	0.26%	0.25%	0.25%	0.25%
Capital Exclusion Amounts					365,000	-	-	-	-	-	-	-	-	-	-	-	-	-
Excluded Capital as % of Prior Year Revenue (13/1)					0.37%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
14. Total Cash Capital Spending					1,074,000	2,375,190	1,848,500	1,315,000	6,829,948	310,000	310,000	310,000	310,000	310,000	310,000	310,000	310,000	310,000
Total Cash Capital Spending as % of Prior Year Revenue (14/1)					1.10%	2.53%	1.85%	1.29%	6.52%	0.30%	0.29%	0.28%	0.27%	0.27%	0.26%	0.25%	0.25%	0.25%
F. Cash Capital Spending Targets																		
15. Spending at Current % Level (1*12)									1,350,365	1,352,292	1,370,254	1,416,391	1,454,364	1,492,773	1,532,675	1,573,679	1,615,700	1,658,000
Additional Cash Spending (Reserves) to Current Level (15-11)									-	1,042,292	1,060,254	1,106,391	1,144,364	1,182,773	1,222,675	1,263,679	1,305,700	1,348,000
16. Cash Capital Spending Target % (Target = 3%)									1.25%	1.50%	1.50%	1.50%	2.00%	2.00%	2.00%	2.50%	2.50%	3.00%
17. Within-levy Debt Service Expenditures at Target % Level (1*16)									1,309,301	1,573,403	1,594,303	1,647,984	2,256,220	2,315,807	2,377,709	3,051,650	3,133,137	3,855,000
Additional Cash Spending (Reserves) to Target Goal (17-11)									-	1,263,403	1,284,303	1,337,984	1,946,220	2,005,807	2,067,709	2,741,650	2,823,137	3,540,000

Town of Sudbury
General Fund Debt and Capital Planning Analysis

Current Data					Based on Projected Revenues and Anticipated Capital Spending										
A. Prior Year GF Revenue	FY2016	FY2017	FY2018	FY2019	FY2020	FY2021	FY2022	FY2023	FY2024	FY2025	FY2026	FY2027	FY2028	FY2029	FY2030
Property Tax Levy	76,997,530	79,892,487	83,323,444	86,384,635	89,733,894	91,725,937	94,636,843	98,126,684	100,982,453	103,871,372	106,875,255	109,963,821	113,130,515	116,377,000	119,693,821
State Aid Cherry Sheet	7,541,780	7,777,348	8,001,490	8,061,320	8,226,761	8,357,035	6,791,906	6,832,822	6,874,021	6,915,503	6,957,271	6,999,328	7,041,675	7,084,000	7,126,321
Estimated Local & Offset Receipts	4,787,000	4,545,000	4,625,001	4,836,800	4,763,556	4,810,592	4,858,098	4,906,078	4,954,539	5,003,484	5,052,918	5,102,847	5,153,277	5,203,706	5,254,135
Available Funds/Other Financing Sources	8,181,145	1,810,337	4,102,709	2,718,203	2,019,894	-	-	-	-	-	-	-	-	-	-
1. Total Prior GF Revenues	97,507,455	94,025,172	100,052,644	102,000,958	104,744,105	104,893,564	106,286,847	109,865,584	112,811,013	115,790,359	118,885,444	122,065,996	125,325,467	128,664,821	131,973,757
BUDGET YEAR	FY2017	FY2018	FY2019	FY2020	FY2021	FY2022	FY2023	FY2024	FY2025	FY2026	FY2027	FY2028	FY2029	FY2030	FY2031
G. Projected Cash Capital Expenditures - "What if" Analysis															
Purpose 1	-	-	-	-	-	-	500,000	450,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000
Purpose 2	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Purpose 3	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
18. Total Projected Cash Capital Expenditures	-	-	-	-	-	-	500,000	450,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000
Existing and Projected Cash Capital as % of Prior Year Revenues ((11+18)/1)	0.73%	2.53%	1.85%	1.29%	6.52%	0.30%	0.76%	0.69%	1.16%	1.13%	1.10%	1.07%	1.05%	1.03%	1.01%
Required Additional Cash Capital Spending to Target Goal (17-11-18)	-	-	-	-	-	1,263,403	784,303	887,984	946,220	1,005,807	1,067,709	1,741,650	1,823,137	2,541,000	2,541,000
Projected Capital Exclusions															
Purpose 1	-	-	-	-	-	1,000,000	-	-	-	-	-	-	-	-	-
Purpose 2	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Purpose 3	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
19. Total Projected Capital Exclusions	-	-	-	-	-	1,000,000	-	-	-	-	-	-	-	-	-
Existing and Projected Capital Exclusions as % of Prior Year Revenues (13+19/1)	0.37%	0.00%	0.00%	0.00%	0.00%	0.95%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
20. Total Existing and Projected Cash Capital Spending	1,074,000	2,375,190	1,848,500	1,315,000	6,829,948	1,310,000	810,000	760,000	1,310,000	1,310,000	1,310,000	1,310,000	1,310,000	1,310,000	1,310,000
Total Debt Service as % of Prior Year Revenues (20/1)	1.10%	2.53%	1.85%	1.29%	6.52%	1.25%	0.76%	0.69%	1.16%	1.13%	1.10%	1.07%	1.05%	1.03%	1.01%

Town of Sudbury
Revenue Projections

	FY2016 Budget	FY2017 Budget	FY2018 Budget	FY2019 Budget	FY2020 Budget	FY2021 Projected	FY2022 Projected	FY2023 Projected	FY2024 Projected	FY2025 Projected	FY2026 Projected	FY2027 Projected	FY2028 Projected	FY2029 Projected	FY2030 Projected	FY2031 Projected
PROPERTY TAX LEVY																
Levy Limit	74,180,820	77,283,873	81,276,640	84,710,256	87,791,953	90,486,752	93,248,921	96,080,144	98,982,148	101,956,702	105,005,620	108,130,761	111,334,030	114,617,381	117,982,816	121,432,386
Debt Exclusions	2,717,043	2,378,824	2,247,641	1,890,361	1,949,697	1,239,185	1,387,922	2,046,540	2,000,305	1,914,670	1,869,635	1,833,060	1,796,485	1,759,910	1,723,335	-
Capital Expenditure Exclusions	420,000	365,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-
All Other Adjustments	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Maximum Allowable Levy	77,317,863	80,027,697	83,524,281	86,600,617	89,741,650	91,725,937	94,636,843	98,126,684	100,982,453	103,871,372	106,875,255	109,963,821	113,130,515	116,377,291	119,706,151	121,432,386
LESS Excess Tax Levy Capacity (320,333)	(320,333)	(135,210)	(200,837)	(215,982)	(7,756)	-	-	-	-	-	-	-	-	-	-	-
TOTAL Tax Levy	76,997,530	79,892,487	83,323,444	86,384,635	89,733,894	91,725,937	94,636,843	98,126,684	100,982,453	103,871,372	106,875,255	109,963,821	113,130,515	116,377,291	119,706,151	121,432,386
STATE AID CHERRY SHEET																
Education Aid	4,537,967	4,704,591	4,854,264	4,914,140	4,992,394	5,101,513	5,126,869	5,152,352	5,177,962	5,203,701	5,229,568	5,255,564	5,281,690	5,307,947	5,334,336	5,360,856
Unrestricted General Government Aid	1,370,899	1,439,479	1,513,354	1,513,184	1,599,309	1,619,831	1,635,112	1,650,545	1,666,133	1,681,877	1,697,779	1,713,839	1,730,060	1,746,443	1,762,990	1,779,702
Offsets	27,146	27,511	28,105	28,229	29,292	29,925	29,925	29,925	29,925	29,925	29,925	29,925	29,925	29,925	29,925	29,925
TOTAL Cherry Sheet	5,936,012	6,171,581	6,395,723	6,455,553	6,620,995	6,751,269	6,791,906	6,832,822	6,874,021	6,915,503	6,957,271	6,999,328	7,041,675	7,084,315	7,127,250	7,170,483
MSBA School Construction	1,605,768	1,605,767	1,605,767	1,605,767	1,605,766	1,605,766	-	-	-	-	-	-	-	-	-	-
ESTIMATED LOCAL																
Estimated Receipts	4,787,000	4,545,000	4,625,001	4,836,800	4,763,556	4,810,592	4,858,098	4,906,078	4,954,539	5,003,484	5,052,918	5,102,847	5,153,277	5,204,211	5,255,652	5,307,609
TOTAL Estimated Local and Offset Receipts	4,787,000	4,545,000	4,625,001	4,836,800	4,763,556	4,810,592	4,858,098	4,906,078	4,954,539	5,003,484	5,052,918	5,102,847	5,153,277	5,204,211	5,255,652	5,307,609
AVAILABLE FUNDS/OTHER FINANCING																
Free Cash	2,822,173	1,123,425	3,092,797	2,058,203	1,359,894	-	-	-	-	-	-	-	-	-	-	-
Other Available Funds	5,358,972	686,912	1,009,912	660,000	660,000	-	-	-	-	-	-	-	-	-	-	-
TOTAL Available Funds	8,181,145	1,810,337	4,102,709	2,718,203	2,019,894	-	-	-	-	-	-	-	-	-	-	-
TOTAL General Fund Revenues	97,507,455	94,025,172	100,052,644	102,000,958	104,744,105	104,893,564	106,286,847	109,865,584	112,811,013	115,790,359	118,885,444	122,065,996	125,325,467	128,665,817	132,089,053	133,910,478

Town of Sudbury

Tax Levy Limit / Excess Capacity / New Growth / Overlay Reserve

	FY2016 Budget	FY2017 Budget	FY2018 Budget	FY2019 Budget	FY2020 Budget	FY2021 Projected	FY2022 Projected	FY2023 Projected	FY2024 Projected	FY2025 Projected	FY2026 Projected	FY2027 Projected	FY2028 Projected	FY2029 Projected	FY2030 Projected	FY2031 Projected
LEVY LIMIT																
① Prior Year Tax Levy Limit	71,784,968	74,180,820	77,283,873	81,276,640	84,710,256	87,791,953	90,486,752	93,248,921	96,080,144	98,982,148	101,956,702	105,005,620	108,130,761	111,334,030	114,617,381	117,982,816
② Amended Prior Growth	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
③ Proposition 2.5% Increase	1,794,624	1,854,521	1,932,097	2,031,916	2,117,756	2,194,799	2,262,169	2,331,223	2,402,004	2,474,554	2,548,918	2,625,141	2,703,269	2,783,351	2,865,435	2,949,570
④ New Growth	601,228	1,248,532	983,400	1,401,700	963,941	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000
⑤ Override	-	-	1,077,270	-	-	-	-	-	-	-	-	-	-	-	-	-
SUB-TOTAL Levy Limit	74,180,820	77,283,873	81,276,640	84,710,256	87,791,953	90,486,752	93,248,921	96,080,144	98,982,148	101,956,702	105,005,620	108,130,761	111,334,030	114,617,381	117,982,816	121,432,386
⑥ Debt Exclusions	2,717,043	2,378,824	2,247,641	1,890,361	1,949,697	1,239,185	1,387,922	2,046,540	2,000,305	1,914,670	1,869,635	1,833,060	1,796,485	1,759,910	1,723,335	-
⑦ Capital Exclusions	420,000	365,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Stabilization Fund Override	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Other Adjustment	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Water/Sewer	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
⑧ TOTAL Maximum Allowable Tax Levy	77,317,863	80,027,697	83,524,281	86,600,617	89,741,650	91,725,937	94,636,843	98,126,684	100,982,453	103,871,372	106,875,255	109,963,821	113,130,515	116,377,291	119,706,151	121,432,386
Year-to-year percentage change		3.5%	4.4%	3.7%	3.6%	2.2%	3.2%	3.7%	2.9%	2.9%	2.9%	2.9%	2.9%	2.9%	2.9%	1.4%
⑨ Excess Levy Capacity	(330,333)	(135,210)	(200,837)	(215,982)	(7,756)	-	-	-	-	-	-	-	-	-	-	-
⑩ TOTAL Levy (Approved by DLS)	76,997,530	79,892,487	83,323,444	86,384,635	89,733,894	91,725,937	94,636,843	98,126,684	100,982,453	103,871,372	106,875,255	109,963,821	113,130,515	116,377,291	119,706,151	-
Year-to-year percentage change		3.8%	4.3%	3.7%	3.9%	2.2%	3.2%	3.7%	2.9%	2.9%	2.9%	2.9%	2.9%	2.9%	2.9%	(100.0%)

Town of Sudbury
State Aid and Assessments

	FY2016 Final Est	FY2017 Final Est	FY2018 Final Est	FY2019 Final Est	FY2020 Final Est	FY2021 Projected	FY2022 Projected	FY2023 Projected	FY2024 Projected	FY2025 Projected	FY2026 Projected	FY2027 Projected	FY2028 Projected	FY2029 Projected	FY2030 Projected	FY2031 Projected	Projection Percent
① STATE AID																	
② Chapter 70 Education Aid	4,534,395	4,688,560	4,829,178	4,910,568	4,990,518	5,071,218	5,096,574	5,122,057	5,147,667	5,173,406	5,199,273	5,225,269	5,251,395	5,277,652	5,304,041	5,330,561	0.50%
School Transportation	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0.00%
Charter Tuition Reimbursement	3,572	16,031	25,086	3,572	1,876	30,295	30,295	30,295	30,295	30,295	30,295	30,295	30,295	30,295	30,295	30,295	0.00%
Smart Growth School Reimbursement	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0.00%
School Choice Receiving Tuition (Offset)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0.00%
Unrestricted General Government Aid	1,290,456	1,345,946	1,398,438	1,447,383	1,486,462	1,528,083	1,543,364	1,558,797	1,574,385	1,590,129	1,606,031	1,622,091	1,638,312	1,654,695	1,671,242	1,687,954	1.00%
Local Share of Racing Taxes	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Regional Public Libraries	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0.00%
Veterans Benefits	17,162	29,097	49,959	-	43,458	25,293	25,293	25,293	25,293	25,293	25,293	25,293	25,293	25,293	25,293	25,293	0.00%
Exemptions VBS and Elderly	30,562	32,106	32,658	30,900	31,621	28,886	28,886	28,886	28,886	28,886	28,886	28,886	28,886	28,886	28,886	28,886	0.00%
State-owned Land	32,719	32,330	32,299	34,901	37,768	37,569	37,569	37,569	37,569	37,569	37,569	37,569	37,569	37,569	37,569	37,569	0.00%
Public Libraries (offset)	27,146	27,511	28,105	28,229	29,292	29,925	29,925	29,925	29,925	29,925	29,925	29,925	29,925	29,925	29,925	29,925	0.00%
TOTAL Cherry Sheet Receipts	5,936,012	6,171,581	6,395,723	6,455,553	6,620,995	6,751,269	6,791,906	6,832,822	6,874,021	6,915,503	6,957,271	6,999,328	7,041,675	7,084,315	7,127,250	7,170,483	
<i>Year-to-year percentage change</i>		4.0%	3.6%	0.9%	2.6%	2.0%	0.6%	0.6%	0.6%	0.6%	0.6%	0.6%	0.6%	0.6%	0.6%	0.6%	
⑤ MSBA School Construction	1,605,768	1,605,767	1,605,767	1,605,767	1,605,766	1,605,766	-	-	-								
① DLS website Trends in Municipal Cherry Sheet Aid (from FY2010 to current)																	
Prior years are available under Historical Cherry Sheets																	
② Cherry Sheet Aid equals calculated amount from Net School Spending worksheet (if applicable) - may be entered directly from the cherry sheet																	

Town of Sudbury
Local Receipt Projections

	FY2016	FY2017	FY2018	FY2019	FY2020	FY2021	FY2022	FY2023	FY2024	FY2025	FY2026	FY2027	FY2028	FY2029	FY2030	FY2031	Projection Percent
BUDGET	Budget	Budget	Budget	Budget	Budget	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected	
→ 1. Motor Vehicle Excise	3,300,000	3,100,000	3,200,000	3,400,000	3,350,000	3,383,500	3,417,335	3,451,508	3,486,023	3,520,883	3,556,092	3,591,653	3,627,570	3,663,846	3,700,484	3,737,489	1.00%
→ 2a. Meals Excise	210,000	210,000	200,000	200,000	200,000	202,000	204,020	206,060	208,121	210,202	212,304	214,427	216,571	218,737	220,924	223,133	1.00%
→ 2b. Room Excise	120,000	120,000	120,000	122,000	122,200	123,422	124,656	125,903	127,162	128,434	129,718	131,015	132,325	133,648	134,984	136,334	1.00%
→ 2c. Other Excise-Boat	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1.00%
→ 2d. Cannabis	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1.00%
→ 3. Penalties/Interest on Taxes and Excises	175,000	175,000	175,000	-	-	-	-	-	-	-	-	-	-	-	-	-	1.00%
→ 4. Payment in Lieu of Taxes	40,000	40,000	-	80,000	60,000	60,000	60,000	60,000	60,000	60,000	60,000	60,000	60,000	60,000	60,000	60,000	0.00%
→ 5. Charges for Services-Water	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1.00%
→ 6. Charges for Services-Sewer	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1.00%
→ 7. Charges for Services-Hospital	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1.00%
→ 8. Charges for Services-Solid Waste Fees	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1.00%
→ 9. Other Charges for Services	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1.00%
→ 10. Fees	81,000	85,000	85,000	77,421	-	-	-	-	-	-	-	-	-	-	-	-	1.00%
→ 10a. Cannabis Impact Fee	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1.00%
→ 10b. Community Impact Fee Short Term Rentals	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1.00%
→ 11. Rentals	145,000	145,000	145,000	161,500	160,300	161,903	163,522	165,157	166,809	168,477	170,162	171,864	173,583	175,319	177,072	178,843	1.00%
→ 12. Dept. Revenue-Schools	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1.00%
→ 13. Dept. Revenue-Libraries	18,000	15,000	15,000	17,000	16,000	16,160	16,322	16,485	16,650	16,817	16,985	17,155	17,327	17,500	17,675	17,852	1.00%
→ 14. Dept. Revenue-Cemeteries	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1.00%
→ 15. Dept. Revenue-Recreation	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1.00%
→ 16. Other Departmental Revenue	18,000	5,000	5,000	-	8,000	8,080	8,161	8,243	8,325	8,408	8,492	8,577	8,663	8,750	8,838	8,926	1.00%
→ 17. Licenses/Permits	610,000	600,000	650,000	735,000	817,804	825,982	834,242	842,584	851,010	859,520	868,115	876,796	885,564	894,420	903,364	912,398	1.00%
→ 18. Special Assessments	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1.00%
→ 19. Fines and Forfeits	50,000	30,000	10,000	10,000	-	-	-	-	-	-	-	-	-	-	-	-	1.00%
→ 20. Investment Income	10,000	10,000	20,001	20,000	20,200	20,402	20,606	20,812	21,020	21,230	21,442	21,656	21,873	22,092	22,313	22,536	1.00%
→ 21. Medicaid Reimbursement	10,000	10,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1.00%
→ 22. Misc. Recurring	-	-	-	13,879	9,052	9,143	9,234	9,326	9,419	9,513	9,608	9,704	9,801	9,899	9,998	10,098	1.00%
→ 23. Misc. Non-Recurring	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1.00%
① TOTAL Local Receipts-Budget	4,787,000	4,545,000	4,625,001	4,836,800	4,763,556	4,810,592	4,858,098	4,906,078	4,954,539	5,003,484	5,052,918	5,102,847	5,153,277	5,204,211	5,255,652	5,307,609	

Percent of Previous Year Actual

→ Estimated receipts increases/decreases from current year to the prior are used in calculating the Municipal Revenue Growth Factor (MRGF).

① DLS, Gateway, Taxrate, Tax Rate Recap, page 3

Town of Sudbury**Debt**

	FY2016 Actual	FY2017 Actual	FY2018 Actual	FY2019 Budget	FY2020 Budget	FY2021 Projected	FY2022 Projected	FY2023 Projected	FY2024 Projected	FY2025 Projected
GF Within-levy Debt Service	140,299	155,050	155,190	155,510	154,610	154,510	160,560	183,660	178,561	178,711
GF Gross Excluded Debt Service	3,634,006	3,423,375	3,297,860	2,945,115	2,935,815	2,874,003	1,387,921	2,046,540	2,000,305	1,914,670
Total Debt	3,774,305	3,578,425	3,453,050	3,100,625	3,090,425	3,028,513	1,548,481	2,230,200	2,178,866	2,093,381

General Fund Within-levy Debt Service

ESCO Loan	30,521	40,041	43,057	46,951	50,343	54,621	58,908	63,503	68,116	72,845
Nixon school Roof Repair	45,000	45,000	45,000	45,000	45,000	45,000	45,000	45,000	40,000	40,000
General Obligation Bonds - Police	10,800	17,000	17,000	17,000	17,000	17,000	17,000	17,000	17,000	17,000
Sewer SRF					-	-	6,250	29,350	29,351	29,351
	-	-	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-	-	-
TOTAL GF Within-levy DS Principal	86,321	102,041	105,057	108,951	112,343	116,621	127,158	154,853	154,467	159,196

ESCO Loan	24,734	23,959	22,943	21,849	20,657	19,379	17,992	16,497	14,884	13,155
Nixon school Roof Repair	18,710	18,400	17,050	15,250	13,000	10,750	8,500	6,250	4,000	2,000
General Obligation Bonds - Police	10,534	10,650	10,140	9,460	8,610	7,760	6,910	6,060	5,210	4,360
Sewer SRF	-	-	-	-	-	-	-	-	-	-
0	-	-	-	-	-	-	-	-	-	-
0	-	-	-	-	-	-	-	-	-	-
Total GF Within-levy DS Interest	53,978	53,009	50,133	46,559	42,267	37,889	33,402	28,807	24,094	19,515
Total GF Within-levy Debt Service	140,299	155,050	155,190	155,510	154,610	154,510	160,560	183,660	178,561	178,711

Debt Service Reserve to Remain at Target	-	-	-	-	-	-	-	-	-	-
--	---	---	---	---	---	---	---	---	---	---

Excluded Debt Service

Curtis Haynes School Refunded	1,050,000	1,035,000	1,035,000	1,030,000	1,325,000	1,370,000	-	-	-	-
Loring School Refunding	485,000	480,000	480,000	470,000	455,000	450,000	-	-	-	-
Noyes School Green repair	160,000	160,000	160,000	155,000	155,000	155,000	155,000	-	-	-
Nixon school Roof Repair	45,000	45,000	45,000	45,000	45,000	40,000	40,000	40,000	40,000	-
Weisblatt Meachen Land 2nd Refunding	450,000	435,000	420,000	190,000	-	-	-	-	-	-
Police Station Construction	345,000	343,000	338,000	338,000	338,000	338,000	338,000	338,000	338,000	338,000
Johnson Farm Land	89,000	90,000	90,000	90,000	90,000	85,000	85,000	85,000	85,000	85,000
Police Station Design	127,000	100,000	100,000	100,000	100,000	100,000	-	-	-	-
Stearns Mill Dam and Dutton Road Bridge	-	-	-	-	-	-	18,500	129,500	127,650	125,800
DPW Fuel Island	-	-	-	-	-	-	15,000	105,000	103,500	102,000
Broadacres	-	-	-	-	-	20,000	109,800	256,200	252,540	248,880
Camp Sewataro	-	-	-	-	-	-	409,688	900,000	883,125	866,250
	-	-	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-	-	-
Total GF Excluded DS Principal	2,751,000	2,688,000	2,668,000	2,418,000	2,508,000	2,558,000	1,170,988	1,853,700	1,829,815	1,765,930

Curtis Haynes School Refunded	381,020	276,050	224,300	172,550	121,050	54,800	-	-	-	-
Loring School Refunding	98,888	79,488	60,288	44,688	29,413	14,625	-	-	-	-
Noyes School Green repair	23,987	19,987	15,188	11,238	8,138	5,038	1,744	-	-	-
Nixon school Roof Repair	9,750	8,850	7,725	6,600	5,475	4,200	3,000	1,800	600	-
Weisblatt Meachen Land 2nd Refunding	29,600	20,750	10,100	1,900	-	-	-	-	-	-
Police Station Construction	243,221	243,988	233,698	220,178	203,278	186,378	169,478	152,578	135,678	118,778
Johnson Farm Land	62,086	62,262	59,563	55,963	51,463	46,963	42,713	38,463	34,213	29,963
Police Station Design	34,454	24,000	19,000	14,000	9,000	4,000	-	-	-	-

Town of Sudbury
Debt

	FY2016 Actual	FY2017 Actual	FY2018 Actual	FY2019 Budget	FY2020 Budget	FY2021 Projected	FY2022 Projected	FY2023 Projected	FY2024 Projected	FY2025 Projected
	-	-	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-	-	-
0	-	-	-	-	-	-	-	-	-	-
Total GF Excluded DS Interest	883,006	735,375	629,860	527,115	427,815	316,003	216,934	192,840	170,490	148,740
Total GF Excluded Debt Service	3,634,006	3,423,375	3,297,860	2,945,115	2,935,815	2,874,003	1,387,921	2,046,540	2,000,305	1,914,670

Town of Sudbury
Capital Plan/One-Time Purchases

Dept #	Project Name	FY2016 Budget	FY2017 Budget	FY2018 Budget	FY2019 Budget	FY2020 Budget	FY2021 Projected	FY2022 Projected	FY2023 Projected	FY2024 Projected	FY2025 Projected	FY2026 Projected
General Government												
	Facilities	-	125,000	100,000	100,000	45,000	350,000	100,000	100,000	100,000	100,000	100,000
	Security (Town & School)	-	95,000	-	-	-	-	-	-	-	-	-
	HVAC (Town & School)	-	-	55,000	-	-	-	-	-	-	-	-
	Info Systems/Technology	-	-	-	40,900	-	120,820	-	-	-	-	-
	Town Clerk Tabulators	-	-	-	50,000	-	-	-	-	-	-	-
		-	-	-	-	-	-	-	-	-	-	-
		-	-	-	-	-	-	-	-	-	-	-
	TOTAL General Government	-	220,000	155,000	190,900	45,000	470,820	100,000	100,000	100,000	100,000	100,000
	Radios	-	-	-	25,600	-	-	-	-	-	-	-
		-	-	-	-	-	43,600	-	-	-	-	-
		-	-	-	-	-	-	-	-	-	-	-
	Subtotal Police	-	-	-	25,600	-	43,600	-	-	-	-	-
	Fire Tank	-	50,000	-	-	-	-	-	-	-	-	-
	Fire Car	-	46,000	40,000	-	-	-	-	-	-	-	-
	Ladder/Engine	-	-	670,000	-	570,000	-	-	-	-	-	-
	ATV	-	-	-	-	35,000	-	-	-	-	-	-
	Fire Station (Building)	-	-	-	-	-	4,497,000	-	-	-	-	-
	Subtotal Fire	-	96,000	710,000	-	605,000	4,497,000	-	-	-	-	-
		-	-	-	-	-	-	-	-	-	-	-
		-	-	-	-	-	-	-	-	-	-	-
	Subtotal Other Services	-	-	-	-	-	-	-	-	-	-	-
	TOTAL Public Safety	-	96,000	710,000	25,600	605,000	4,540,600	-	-	-	-	-
	SPS	-	102,000	148,000	102,000	193,000	628,528	150,000	150,000	150,000	150,000	150,000
	SPS Facilities	-	-	50,000	40,000	-	100,000	-	-	-	-	-
	Wireless Technology	-	-	175,000	-	-	-	-	-	-	-	-
	SPS Playground	-	-	300,000	165,000	-	-	-	-	-	-	-
		-	-	-	-	-	-	-	-	-	-	-
	TOTAL Education	-	102,000	673,000	307,000	193,000	728,528	150,000	150,000	150,000	150,000	150,000
	DPW Highway Roller	-	31,000	-	-	-	-	-	-	-	-	-
	DPW Highway Loader	-	50,000	-	-	-	-	-	-	-	-	-
	DPW Rolling Stock	-	210,000	182,000	60,000	130,000	-	60,000	60,000	60,000	60,000	60,000
	Engineering	-	-	38,000	-	-	-	-	-	-	-	-
	Town-wide walkways	-	-	37,190	-	-	-	-	-	-	-	-
	Parking Lot & Sidewalks			250,000								
	Streets (culverts)				30,000	125,000						
	Equipment				90,000	12,000						
	Mini Excavator					85,000						
							980,000					
	TOTAL Public Works	-	291,000	507,190	180,000	352,000	980,000	60,000	60,000	60,000	60,000	60,000
		-	-	-	-	-	-	-	-	-	-	-
		-	-	-	-	-	-	-	-	-	-	-
	TOTAL Health & Human Services	-	-	-	-	-	-	-	-	-	-	-
	Rail Trail	-	-	330,000	650,000	-	-	-	-	-	-	-
	Library Technology	-	-	-	100,000	-	-	-	-	-	-	-
	Haskell Field	-	-	-	45,000	-	-	-	-	-	-	-
	Parks & Grounds	-	-	-	100,000	40,000	110,000	-	-	-	-	-

Town of Sudbury
Capital Plan/One-Time Purchases

Dept #	Project Name	FY2016 Budget	FY2017 Budget	FY2018 Budget	FY2019 Budget	FY2020 Budget	FY2021 Projected	FY2022 Projected	FY2023 Projected	FY2024 Projected	FY2025 Projected	FY2026 Projected
	Cutting Field	-	-	-	250,000	-	-	-	-	-	-	-
	Loring Museum	-	-	-	-	80,000	-	-	-	-	-	-
		-	-	-	-	-	-	-	-	-	-	-
		-	-	-	-	-	-	-	-	-	-	-
	TOTAL Culture & Recreation	-	-	330,000	1,145,000	120,000	110,000	-	-	-	-	-
TOTAL General Fund Capital		-	709,000	2,375,190	1,848,500	1,315,000	6,829,948	310,000	310,000	310,000	310,000	310,000
Funding: Raise & appropriate		-	-	-	-	-	-	-	-	-	-	-
	Free cash	-	-	-	-	-	-	-	-	-	-	-
	General Stabilization Fund	-	-	-	-	-	-	-	-	-	-	-
	____ Stab Fund	-	-	-	-	-	-	-	-	-	-	-
	____ Stab Fund	-	-	-	-	-	-	-	-	-	-	-
	Overlay surplus	-	-	-	-	-	-	-	-	-	-	-
	Borrowing	-	-	-	-	-	-	-	-	-	-	-
	Lease	-	-	-	-	-	-	-	-	-	-	-
	Grant	-	-	-	-	-	-	-	-	-	-	-
	Other	-	-	-	-	-	-	-	-	-	-	-
Total Funding Sources		-	-	-	-	-	-	-	-	-	-	-
<i>Difference: General Fund Capital and Funding</i>		-	(709,000)	(2,375,190)	(1,848,500)	(1,315,000)	(6,829,948)	(310,000)	(310,000)	(310,000)	(310,000)	(310,000)

SAMPLE AMORTIZATION SCHEDULE

Principal 2,750,000.00
Interest 1.875%
Years 10
Level Principal

		Balance	Principal Payment	Interest Payment	Total Payment
1	2020	2,750,000.00	275,000.00	51,562.50	326,562.50
2	2021	2,475,000.00	275,000.00	46,406.25	321,406.25
3	2022	2,200,000.00	275,000.00	41,250.00	316,250.00
4	2023	1,925,000.00	275,000.00	36,093.75	311,093.75
5	2024	1,650,000.00	275,000.00	30,937.50	305,937.50
6	2025	1,375,000.00	275,000.00	25,781.25	300,781.25
7	2026	1,100,000.00	275,000.00	20,625.00	295,625.00
8	2027	825,000.00	275,000.00	15,468.75	290,468.75
9	2028	550,000.00	275,000.00	10,312.50	285,312.50
10	2029	275,000.00	275,000.00	5,156.25	280,156.25
11	2030	0.00	0.00	0.00	0.00
12	2031	0.00	0.00	0.00	0.00
13	2032	0.00	0.00	0.00	0.00
14	2033	0.00	0.00	0.00	0.00
15	2034	0.00	0.00	0.00	0.00
16	2035	0.00	0.00	0.00	0.00
17	2036	0.00	0.00	0.00	0.00
18	2037	0.00	0.00	0.00	0.00
19	2038	0.00	0.00	0.00	0.00
20	2039	0.00	0.00	0.00	0.00
21	2040	0.00	0.00	0.00	0.00
22	2041	0.00	0.00	0.00	0.00
23	2042	0.00	0.00	0.00	0.00
24	2043	0.00	0.00	0.00	0.00
25	2044	0.00	0.00	0.00	0.00
26	2045	0.00	0.00	0.00	0.00
27	2046	0.00	0.00	0.00	0.00
28	2047	0.00	0.00	0.00	0.00
29	2048	0.00	0.00	0.00	0.00
30	2049	0.00	0.00	0.00	0.00
31	2050	0.00	0.00	0.00	0.00
32	2051	0.00	0.00	0.00	0.00
33	2052	0.00	0.00	0.00	0.00
34	2053	0.00	0.00	0.00	0.00
35	2054	0.00	0.00	0.00	0.00
36	2055	0.00	0.00	0.00	0.00
Total Payments			2,750,000.00	283,593.75	3,033,593.75

TOWN OF SUDBURY

REVIEW OF CAPITAL IMPROVEMENT PROGRAM

APRIL 2020



DLS
DIVISION OF LOCAL SERVICES
MA DEPARTMENT OF REVENUE

PREPARED BY:**DLS | Technical Assistance Bureau**

100 Cambridge Street, Boston, MA 02114-9569

www.mass.gov/dls

Tara Lynch, Senior Project Manager

Marcia Bohinc, Senior Project Manager

Jared Curtis, Project Manager



DLS

DIVISION OF LOCAL SERVICES
MA DEPARTMENT OF REVENUE

6.b

Geoffrey Snyder
Commissioner of Revenue

Sean R. Cronin
Senior Deputy Commissioner

April 3, 2020

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

Dear Board Members,

I am pleased to present the enclosed review of the Town of Sudbury's capital improvement program. It is my hope that our guidance provides direction and serves as a resource for local officials as we build better government for our citizens.

Please contact me if you have any questions regarding the report.

Sincerely,

Sean R. Cronin
Senior Deputy Commissioner

617-626-2381
croninse@dor.state.ma.us

Attachment 6.b: Sudbury_Capital_Report_DLS (3823 : DLS capital presentation)

Supporting a Commonwealth of Communities

mass.gov/DLS | P.O. Box 9569 Boston, MA 02114-9569 | (617) 626-2300

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INTRODUCTION

At the select board's request, the Division of Local Services (DLS) Technical Assistance Bureau (TAB) reviewed the Town of Sudbury's capital improvement program (CIP). This review was one of a series of steps the board has taken to fulfill its responsibility for ensuring Sudbury's capital assets can cost-effectively sustain the town's desired service levels into the future. It follows on the completed work of the strategic financial planning committee for capital funding (SFPCCF), which had existed from October 2013 to April 2019. It also corresponds with a FY2020 goal of the board to update the town's financial policy manual, which was last revised in 2015. In requesting this review, the select board sought to obtain an objective, external evaluation of Sudbury's CIP.

Over the years, successions of select boards, employees, and volunteers have conducted various efforts to evaluate and enhance the town's capital planning objectives and strategies. Despite some progress made, our review found that there is still much room for improving Sudbury's CIP. The town needs stronger, more informative policies, and its procedures could be enhanced to be more consistent and effective. In addition, a lack of local consensus about priorities and funding levels has stymied the investment trend in many types of capital assets. Most importantly, the town has failed to pursue a financing strategy that strikes a sound, predictable, and sustainable balance between debt and cash (i.e., "pay-as-you-go") funding options without resorting to repetitive temporary additions to the tax levy. This report offers guidance and tools to address these issues and move the town toward a stronger overall CIP framework.

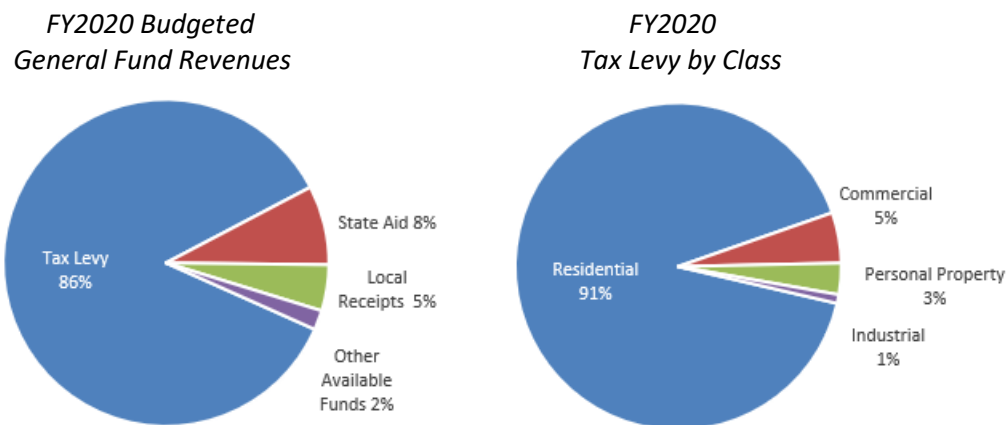
The goal of this review was to compare the components of Sudbury's existing CIP with advisable norms, often referred to as best practices. To do this, we spoke with pertinent officials and examined recent program history, including related policies, procedures, forms, funding practices, charter and bylaw provisions, budget documents, town meeting warrants, Proposition 2½ referendums, select board meeting minutes, and the two previous capital study reports done by ad hoc town committees, one in 2013 and the SFPCCF's PowerPoint report in 2019.

COMMUNITY PROFILE

The Town of Sudbury is a suburban community of 18,874 residents situated 20 miles west of Boston and encompassing 24 square miles. With its combination of historic, semirural atmosphere and proximity to the city, the town has comparatively high property values and wealth indicators. Sudbury's per capita income of \$113,416 is the 17th highest in the state, while its per capita equalized property valuation (EQV) ranks within the top 20% statewide, in 66th place. Annually, the town's budget supports a wide array of services, including full-time police and fire departments, consolidated department of public works (DPW), ambulance service, health services, library, council on aging, and recreational programs. The town operates its own Sudbury Public School (SPS) district for kindergarten through eighth grade students and pays annual assessments for its membership in

the Lincoln-Sudbury Regional High School (LSRHS). Segregated within the town's total FY2020 operating budget of just under \$108 million are budgets for the local Community Preservation Act (CPA) program (\$2.1 million) and for three enterprise fund operations (the pool, transfer station, and field maintenance), which total about \$1 million combined.

Whereas the average Massachusetts town draws 71% of its general fund budget from the tax levy, in Sudbury that portion is considerably larger, at 86%. This is because the town lacks significant offsets from either locally generated receipts (e.g., motor vehicle excises, municipal charges, interest, fees) or from state aid (due to Sudbury's high wealth factors and the regional high school receiving educational aid directly from the state). Furthermore, only 7% of the total property valuation in Sudbury arises from commercial, industrial, and personal properties, and therefore residential taxpayers shoulder the preponderance of the levy burden.



Pursuant to a 1994 town charter, subsequent amending special acts, and town bylaws, Sudbury's executive governing branch consists of an elected, five-member select board, while an open town meeting functions as the legislature. A finance committee, consisting of nine volunteers appointed by the moderator, advises town meeting voters on all finance-related warrant articles.

The select board appoints a town manager, who is charged to oversee the town's day-to-day functions, as well as planning and coordinating its long-range goals. The charter empowers this position with the appointing authority for most of the town's department heads and enumerates many duties related to the officeholder's capital planning role, namely:

- oversee the town's financial management functions and coordinate the activities of all departments, officers, boards, and commissions
- keep the select board and finance committee fully informed as to the town's financial condition and needs
- prepare an annual forecast of town revenues, expenditures, and general financial condition
- develop and maintain a complete inventory of all town-owned real and personal property
- ensure the efficient use, maintenance, and repair of all town facilities, except the schools

- prepare annual operating and capital budgets for all town departments

Assisting the town manager in these and other duties are an assistant town manager/human resources director and a finance director-treasurer/collector. These three officers compose the town's budget team, who work together to orchestrate the operating and capital budget processes and then propose a combined annual budget to the select board and finance committee.

The executive leadership in Sudbury is going through a period of transition as the select board has recently hired a new town manager. This appointment will provide the town with the opportunity to take a fresh look at all administrative and financial practices, including the CIP. To aid in this objective, we considered all the various components that comprise the pillars of a comprehensive CIP and assessed how they are manifested in Sudbury. In the report that follows, we detail our observations and make recommendations to help guide local officials toward a CIP grounded in generally accepted best practices.

CIP FRAMEWORK

By the simplest definition, a capital asset is an item of property with a useful life longer than one year. In the context of municipal financial management, however, it is more useful to think of capital assets as the community-owned collection of significant, longlasting, and expensive real and personal property, such as land, buildings, equipment, infrastructure, and rolling stock. A CIP is a risk management framework for ensuring these assets can continuously, efficiently, and effectively provide desired services according to a well-thought-out, economical plan. A strong CIP guards against the risk of the failure of any of these assets in supporting the major objectives of town government, among them the promotion of commerce, protection of public health and safety, provision of educational programs, and enhancement of local quality of life. The oversight of a solid CIP is therefore one of a select board's most vital duties.

To conduct this review, we examined all aspects of Sudbury's capital program. In the next part of the report, we provide our observations, analyses, and recommendations in sections divided into the four component areas of a comprehensive CIP:

- A. Financial Policies
- B. Capital Planning Procedures
- C. Funding Strategies
- D. Capital Forecast

When doing this type of review, communities sometimes find it useful to know how they compare to others that can be considered their peers based on similar fiscal, geographic, and socioeconomic characteristics. Among the factors we used to determine an appropriate peer group for Sudbury were population size, budget amount, per capita income and EQV, budget composition, and the balance of properties classes within the total valuation. The resulting nine peer towns are listed in the table below. We will refer to this peer group again in various parts of the report.

Sudbury's Peer Communities

Town	2015 Pop	Pop Density	2015 Income PC	2016 EQV PC	% of Value		FY2020 Total Operating Budget	% of Budget				Bond Rating*
					Res	CIP		Levy	Aid	Lccal Receipts	Other	
Acton	23,549	1,185	61,285	182,870	88.90	11.10	105,717,247	84.72	2.50	10.98	1.80	S&P: AAA
Bedford	14,171	1,037	63,336	247,247	78.78	21.22	103,598,404	64.92	8.37	14.86	11.85	S&P: AAA
Concord	19,830	809	119,088	314,585	91.88	8.12	119,033,611	79.84	4.59	11.06	4.50	M: Aaa
Duxbury	15,483	652	84,188	249,015	96.24	3.76	88,543,488	72.48	7.40	15.44	4.69	S&P: AAA
Hingham	23,120	1,041	112,921	288,446	88.61	11.39	128,255,994	67.09	8.83	22.72	1.36	S&P: AAA
Hopkinton	16,674	635	84,115	213,004	83.67	16.33	99,288,874	72.39	10.08	13.92	3.61	S&P: AAA
Scituate	18,478	1,048	61,387	239,940	95.70	4.30	103,425,131	63.63	7.95	25.44	2.97	S&P: AA+
Wayland	13,684	909	147,695	267,930	95.16	4.84	93,872,007	75.58	6.83	13.77	3.83	M: Aaa
Westwood	16,055	1,476	114,844	270,466	84.08	15.92	102,504,134	78.26	7.61	9.74	4.39	S&P: AAA
Sudbury	18,874	778	115,416	240,299	92.99	7.01	107,835,900	83.21	7.63	7.28	1.87	S&P: AAA
Averages	17,992	957	96,428	251,380	89.60	10.40	105,207,479	74.21	7.18	14.52	4.09	

*Indicating either Moody's or Standard & Poor's.

A. FINANCIAL POLICIES

Without a strong set of clear, well-reasoned, and comprehensive financial policies, it is very difficult for a community to implement an effective CIP. Policies create the signposts for the procedural roadmap to be followed by relevant officials. They also spell out local leaders' commitment to long-range, consensus-driven goals. The policy topics of capital planning, budget, reserves, and debt management should all have interconnected provisions related to the capital program.

As a communication tool, a policy sets expectations for particular individuals and groups, such as budget decision makers, employees, and residents. A well-written policy promotes accountability, consistency, and transparency and provides instructive guidance for the accomplishment of specific goals. Beyond doing all of this, a strong financial policy provides its greatest value as a foundational element of the town's system of internal controls for risk management. Unfortunately, we found the town's draft policy manual, which covers nine topics in only five pages with very sparse provisions, to be inadequate to fulfill these objectives.

We strongly advise the select board to initiate a complete policy makeover. Manuals that TAB has created for other communities could provide samples for particular topics and can be found on the DLS website at: <https://www.mass.gov/service-details/community-compact-cabinet-reports>. Detailed below are provisions we recommend the town incorporate in the new policies.

A-1. Adopt a full-scope Annual Budget policy

In place of the existing Operating Budget policy, an Annual Budget policy would define an integrated framework for developing the total operating budget, including the general fund, enterprise fund, and capital budgets but excluding the CPA, which is the sole purview of the Community Preservation Committee. In doing this, the new policy could incorporate the two, currently separate policies on Revenues and Expenditures. The town could also consider stating whether each enterprise fund will be self-supporting or will receive a general fund subsidy. When an enterprise is self-supporting, user fees are calculated to ensure they cover all of the given operation's costs, including personnel, expenses, and capital investment, as well as the indirect costs associated with other town departments that provide support to the enterprise.

We further recommend the policy include provisions that define the appropriate circumstances for considering a Proposition 2½ referendum. For example, it could stipulate that every debt exclusion proposal must meet all three of these criteria: (1) useful life of 20 years or more; (2) estimated cost of the principal payment in the first year of the debt issuance must be greater than 1% of the prior year's general fund revenue; and (3) the expenditure is either for town-owned land, buildings, or infrastructure or for a LSRHS capital assessment. The policy should also state that the town will avoid proposing any capital exclusions except in unanticipated, extraordinary circumstances.

A-2. Adopt a consolidated Reserves policy and set prudent target levels

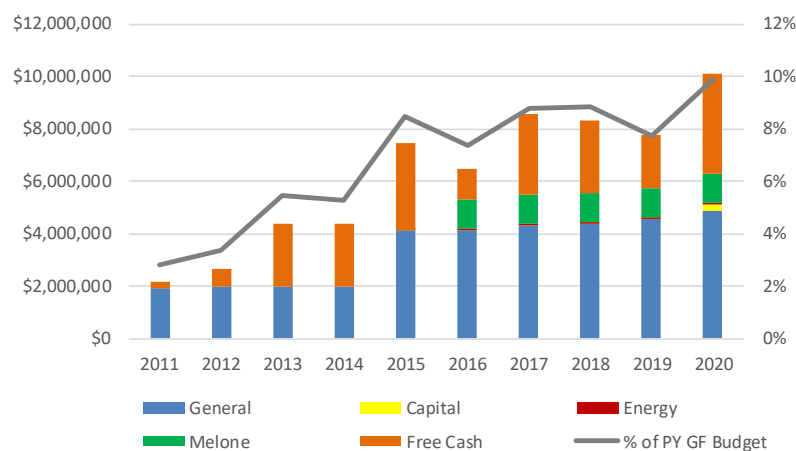
Instead of separate policies for the general stabilization fund and free cash, we recommend the select board adopt a single policy that addresses both of these reserves, as well as all special purpose stabilization funds, enterprise fund retained earnings, and overlay surplus. We also advise the board to reevaluate and expand the policy stipulations for funding targets.

Sudbury's 2015 policy manual set a target for the stabilization fund at 5% of the prior year's general fund budget and specified that it should be used only for unexpected events. The new draft retains the funding target but removes any usage language. Conversely, the town has never set a target level for free cash, but both policy versions specify a usage priority order for this reserve, which is the remaining, unrestricted funds from operations of the previous fiscal year. Free cash requires certification by DLS before the town may appropriate it.

Sudbury's reserve-related policies have not provided adequate instructions and targets for reserves. As a solitary goal, the general stabilization fund target is too low, and the overall approach to reserves should be more strategic. Reserves not only provide a community with "rainy day" monies for emergencies; they should also be viewed as a means to set aside funds for capital purchases that can be made with cash at a lesser cost, and as a counterbalance to, projects that must be financed by borrowing with its attendant add-on expenses and complications.

A 5% minimum target for the general stabilization fund is reasonable only if there are also targets for other reserves, such that the total combined reserves target equates to 10 to 12% of the prior year's general fund budget (i.e., the total operating budget minus CPA and enterprise funds). Here, "total combined reserves" refers to the total of free cash and the town's general and special purpose stabilizations funds all together. As illustrated below, the town has made progress in the last few years toward achieving the low end of our advised target.

Combined Reserves as % of Prior Year General Fund Budgets, FY2011- FY2020



Note: Besides the special purpose stabilization funds for capital, energy, and the Melone property, there is also a turf field fund. It has only ever had a balance of \$100 though, so it cannot be graphically represented in this chart.

Among Sudbury's peers with formal policies on reserves, the average combined target is 8-12% of the general fund budget. In almost all cases though, their overall policy targets refer only to combined free cash and general stabilization (i.e., no special purpose stabilization funds included).

While preserving Sudbury's existing 5% target for the general stabilization fund, we advise the select board to consider expanding the Reserves policy to include the other targets listed below along with other recommended provisions:

- Establish a goal of endeavoring to realize annual free cash certifications equivalent to 3-5% of prior year general fund revenues. Free cash is considered a nonrecurring revenue source because the amount certifiable by DLS is subject to potentially unanticipated variables in any given year. Despite this, the town manager can pursue a consistent free cash level by employing conservative budgeting practices that intentionally estimate revenues at no more than 95% of prior year actuals, avoiding full depletions of prior year certified amounts, and holding department heads accountable for the careful management of turnbacks.
- Achieve and maintain a combined target balance for all capital-related special purpose stabilization funds equal to 2% of prior year general fund revenues.
- Spell out the specific appropriate usages for each type of reserve.
- Set a retained earnings target for any enterprise fund not subsidized by the general fund. Similar to free cash, retained earnings refers to an enterprise fund's surplus balance that requires DLS certification before it may be appropriated. Due to changes in the accounting for indirect costs in FY2020, none of the town's three enterprise operations are currently self-supporting. If the town makes a shift in policy (and fee schedule) to ensure that any of these operations becomes self-supporting, the Reserves policy should state a retained earnings target in anticipation of related projects in the capital plan.
- Include a statement that the select board will request an annual update from the board of assessors on the balance in the overlay account as compared to anticipated abatement and exemption liabilities. Any excess may then be declared as surplus and available for capital or other one-time purposes.

A-3. Set a year-to-year debt funding target within the general fund budget

Section C of this report contains a review of Sudbury's history of capital financing through debt exclusion, which is also known as "exempt debt" since its funding derives from levy amounts exempt from Proposition 2½ limitations. The town's pursuit of exempt debt as a primary capital funding mechanism is a risky strategy that works counter to desired objectives of levy stability and planning predictability. On the other hand, a formal policy that dictates the maintenance of a certain level of within-levy debt financing year after year would help provide a strong control for ensuring consistent capital investment.

Long-term debt is an appropriate, and within certain guidelines, the preferred source of financing for

long-life assets and projects with cost thresholds that would otherwise be unaffordable to pursue in the near term. Further, the amortization of debt service over 10 to 30 years provides some equity among local taxpayers because project costs are borne among those who may move into or out of the town over time. When a town has access to the bond market at favorable borrowing rates, as in Sudbury, a low debt service budget can indicate deficient investment in capital assets. However, every community should establish a debt service ceiling to assure those expenses do not become detrimental to long-term fiscal conditions, squeeze out necessary operating expenses, or strain the affordability of taxpayers. Moreover, debt issuances should be planned for as a steady part of the community's within-levy budget. These are among the many reasons why a good Debt Management policy is so important.

To help make the town's capital funding more predictable and sustainable, the select board should ensure the new policy has provisions that state the objective to gradually and consistently pursue future debt issuances financed by within-levy dollars and set a debt service target range to be achieved and maintained. As will be discussed further in Section D, we suggest the target be 3% of the prior year's general fund revenues, but local analysts may want to adjust this higher or lower, depending on a review of the capital asset inventory and assessment of needs.

Sudbury's within-levy debt service for FY2020 represents only 0.15% of the prior year's general fund budget, so reaching the recommended goal will take quite a bit of time. Nevertheless, the importance of shifting the financial basis for future borrowings from exempt to within-levy debt cannot be overemphasized, and making this a formal policy objective is the first step. The policy should further dictate that the town will recapture for capital purposes the roll off of any maturing debt, either within a new debt issuance or else by appropriating the equivalent amounts to capital-specific stabilization fund(s), which can thereby provide a source for funding future debt service obligations.

A-4. Clearly define what projects are included in the capital plan

Capital projects in Sudbury are not well defined. The 2020 draft policy has text describing what a capital asset looks like ("land, ...buildings, ...equipment, ...infrastructure") but provides no information for determining which capital-related expenditures will be included in the town's multiyear capital plan. Deleted from the 2020 policy draft was a stipulation from the 2015 version that had defined a capital project as an expenditure for an item costing \$10,000 or greater and having five or more years of useful life.

In addition to reestablishing cost and useful life capital thresholds in policy, we suggest the select board consider raising the minimum dollar amount to \$15,000 or \$20,000, given inflation's impact over the years. This impact is reflected in the town's current capital plan, in which no fiscal year has more than one project costing under \$20,000. As would be expected over time, capital criteria dollar thresholds have been rising in other communities. Six of Sudbury's nine peer towns have policy-

defined dollar thresholds for their capital projects, as follows: three set the cost at \$10,000, two at \$20,000, and one at \$25,000. Whatever amount is finalized, the policy should state that any expenditure that does not meet both thresholds should be budgeted within departmental line items, which are discussed further in report Section B.

Standardized criteria will help budget framers to consider all capital projects using town-wide perspectives while also providing a baseline for the assembly of a complete capital inventory, which should also be called for in the policy. Such an inventory is central to the CIP's effectiveness, since it is needed to create comprehensive schedules for replacing or upgrading assets.

A-5. Establish an ordered list for prioritizing capital projects

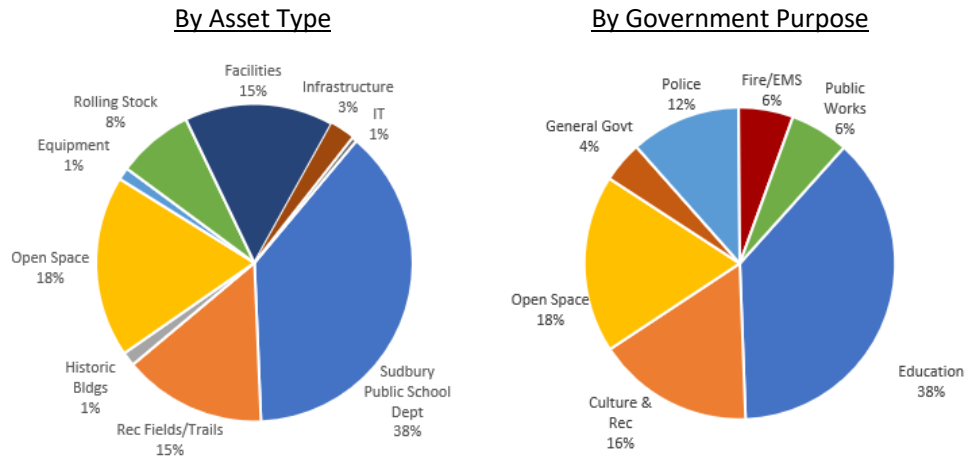
In reviewing Sudbury's CIP-related documents, we were unable to ascertain any defined order for prioritizing capital projects, notwithstanding the simple 1 to 5 urgency score department heads assign to each. Within the capital plan, the budget team also designates each project as either urgent maintenance, risk mitigation maintenance, enhancement, or new/substantially remodeled facility, but only the first of these implies any precedence in priority; the others are merely descriptive.

It is rare that a town can afford to pay for all capital proposals, and therefore the participants charged with developing capital budgets need a frame of reference for comparing projects to the community's prioritized objectives and for evaluating them against each other. Lacking this, the course of capital investment can become haphazard to the point that the town risks inadvertently deferring projects whose postponement ends up costing more in the long run or otherwise failing to align approved projects with long-range, town-wide goals.

Every community has its own unique set of priorities, and the select board, as the executive policymaking body, must determine what these are for Sudbury. Factors to consider and put in priority order include, but are not limited to, mitigation of safety hazards, legal compliance, operating cost reduction, service or efficiency improvement, availability of outside funding sources, conformance to asset replacement schedule, and enhancement of quality of life.

We did a five-year review of Sudbury's capital spending to see what it might reveal about the town's priorities. For the years FY2016-FY2020, we totaled up all the capital project appropriations from all revenue sources. Excluded from the analysis were any expenditures for assets not owned by the town, such as CPA funds dedicated to private affordable housing and any capital assessments paid to the LSRHS. Thus, the Education slice in the Government Purpose pie chart on the next page exclusively refers to expenditures for the SPS, which represents the largest portion (38%), as one might expect. Almost as much (34% total) was spent on quality-of-life purposes (culture, recreation, and open space combined), which as a group outweighed the funds applied to infrastructure needs, public safety programs, and the general running of government (28%) all together.

Capital Spending, FY2016-FY2020



Note: Rolling Stock does not include any police cruisers, which are budgeted within the department's line-item budget.

Worth noting is that the pie charts above include \$13 million in debt service for school projects, \$8 million of which came from distributions by the Massachusetts School Building Authority (MSBA). The MSBA funding was included here because this analysis was intended to encompass the full range of capital funding sources used, including grants. Also important to note is that these illustrations represent debt service dollars actually spent from FY2016-FY2019 and budgeted for FY2020. In FY2021, the debt service will begin for five new projects authorized by recent town meetings: Camp Sewataro, Broadacres, Stearns Mill / Dutton Road Bridge, DPW Fuel Island, and Sewer. The funding for the first four of these will be raised through debt exclusions. About 80% of the total new debt service will be spent on the Camp Sewataro and Broadacres projects, further expanding the proportion of overall capital funding applied to quality-of-life assets.

B. CAPITAL PLANNING PROCEDURES

Article XXV of Sudbury's bylaws establishes a Capital Improvement Advisory Committee (CIAC) comprised of seven members: six appointed by the select board and one by the finance committee. This bylaw charges the CIAC to review and make recommendations on all capital proposals that cost \$100,000 or more. Apart from the CIAC's advisory review, Sudbury's capital planning process otherwise runs in sync and enmeshed with its annual budget process.

Each November, the town manager distributes budget guidelines to department heads along with forms for them to fill in with their operating and capital budget requests. Although the various documents we reviewed showed inconsistencies, for the most part, it appears that department heads have been required to use capital request forms for items costing \$10,000 or more. The town manager is authorized to make decisions on all of these up to a cost of \$100,000. For requests above that amount, the town manager must take into consideration the CIAC's recommendations presented in its annual report to the select board and finance committee.

The budget team reviews the returned requests and meets with department heads to discuss their needs. As project requests are vetted, the team adds them to a five-year capital plan in Excel. This document also includes 10 more years of projections that reflect the debt service on active projects and present-day replacement costs for existing equipment whose useful lifespans will expire during those years. This extended 10-year listing is inherently underestimated given that replacement costs will increase and new projects be added as time goes by. With that in mind, however, the full plan lists almost \$62 million in prospective projects from FY2021 to FY2034.

Each winter, the budget team must prioritize the capital submissions, determine which ones to include in the forthcoming year's capital budget, and brainstorm potential funding plans for them. By January 31, the town manager presents a combined operating and capital budget to the finance committee and select board, which then hold hearings and vote on the budget. By March 31, the finance committee provides the select board with a report of its budget recommendations for inclusion in the town meeting warrant. On the first Monday in May, the town manager presents the operating and capital budget to annual town meeting.

It appears the budget team has developed a well-coordinated annual budget process, including efficient assembling of the capital budget and updating of the multiyear capital plan. To help the team enhance overall capital planning effectiveness, we offer the following procedural recommendations.

B-1. Budget for maintenance costs within department-level capital line items

We recommend the select board support the implementation of a fundamental shift in the compilation and presentation of the annual budget. Given Sudbury's overall budget size, range of services, and scale of capital assets, most, if not all the major departments should have an annual capital line item for their necessary maintenance budgets. This line item would not apply to projects the town manages under the CIP. Instead, it will account for department-managed expenditures to curb asset deterioration or replace assets with shorter useful lifespans. These expenses should be considered part of the annual operating, not capital, budget. In contrast, the CIP should govern projects undertaken either to build, buy, expand or replace a long-life asset or to enhance an asset's condition beyond its original state of quality, efficiency, or useful life expectation.

As already mentioned, once the town establishes cost and useful life thresholds for capital projects, any expenditure for an asset that fails to meet both criteria should be budgeted in a departmental capital line item. Sudbury's historical lack of a clear capital project definition is evident in its capital plan. For example, it includes a utility trailer costing only \$4,000 (in FY2023), as well as an annually repeating \$50,000 item for the parks division described as preventative maintenance.

Although this change will preclude the need for departments heads to submit capital request forms for their maintenance costs, it will remain important for the town manager to have realistic discussions with them about their maintenance needs every budget year. Going forward, every department head responsible for a capital asset would submit with his or her annual operating budget request an estimated amount for maintenance needs based on actual, related expenditures over the past one to two years. Furthermore, departments heads would be expected to manage this line item with the same care as those for personnel and expenses, including turning back unexpended maintenance funds at year-end, which could then add to the free cash balance.

Including preventative maintenance expenses as standard parts of departmental operating budgets is a cost-effective and widely recommended¹ approach to ensuring the dependability of capital assets. Shifting to a budget template in which each department has line items for personnel, expenses, and capital is another way to ensure town-wide consistency and mitigate the risk of overlooking necessary maintenance. It also increases the transparency and understanding of maintenance needs for budget decision makers and residents. Sudbury does this already for some departments to a very limited extent. For instance, the police department has a standing annual capital line item that corresponds to its budget for cruiser vehicles, which have useful lifespans under five years. Small capital line items also exist in most years for the DPW's highway division and for the turf field enterprise fund.

B-2. Remove LSRHS projects from the town's capital plan

Sudbury's five-year capital plan lists 25 projects for the LSRHS, totaling \$1.8 million, but the related assets are wholly owned by the LSRHS, which has full responsibility for maintaining, monitoring, and purchasing them. It is therefore inappropriate for the regional school district's assets to be included in the plan. Although the budget team's good working relationship with the district's business office will help them stay apprised of long-range operational and capital projections, the LSRHS School Committee alone makes the decisions on the annual assessments that will be submitted for the approval of Lincoln's and Sudbury's town meetings. For budget and forecasting purposes, the team should regard the district's assessment projections similar to how they would the "fixed cost" items in the overall town budget to which Sudbury has contractual obligations, such as retirement and health insurance benefits.

B-3. Expand the information captured on capital project submission sheets

In Sudbury, department heads fill out a Capital Improvement Budget Request form, which captures a range of details about each project, including description, cost, replacement cycle, and estimated future savings. In the interest of helping to collect more information in a standardized way, we offer

¹For more guidance, see the Government Financial Officers Association's best practice, Capital Asset Management, <https://www.gfoa.org/capital-asset-management> (recommendation 5).

in the Appendix a fillable form for potential adoption by the town. It includes pulldown lists for comparable criteria, sections to input positive or negative cost impacts for the next three to five fiscal years, and boxes for narrative descriptions of available grants or other types of potential cost offsets.

B-4. Reconsider the Capital Planning bylaw

We recommend the town consider revoking bylaw XXV: Capital Planning, whose main purpose is to state the CIAC's membership composition and mission. Given the wide extent of the town manager's capital-related duties spelled out in the charter, the CIAC represents a select-board-appointed volunteer body serving a superfluous function to the work already being done by its own full-time, professionally qualified, chief executive officer. The town also has available the full-time expertise of a finance director, whose responsibilities include monitoring the town's financial condition throughout the year, as well the status of its active capital projects. Our advice here correlates with TAB's longstanding biases toward lean and efficient centralized processes and toward reliance on empowered, accountable, administrative officers.

C. FUNDING STRATEGIES

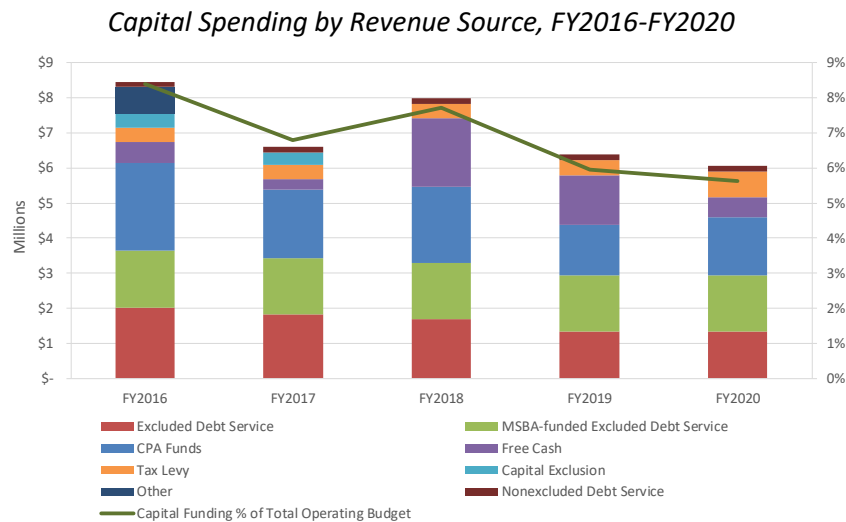
Once a community has established definitions for its capital projects and set up solid, consistent procedures for managing its CIP, budget decision makers must then consider a range of capital financing strategies. All funding sources should be included when evaluating the level of investment, from taxes, to borrowings, to local fees and charges, to state grants and programs.

In the last five years, voter-authorized debt exclusions provided the greatest proportion of Sudbury's capital funding. Three of the seven debt-excluded projects active during this period were for the Curtis, Haynes, and Loring schools, and MSBA distributions in these years substantially offset the amounts that otherwise would have been raised on tax bills for them. In the table and chart below, this grant funding source has been broken out separately to highlight it.

Capital Spending by Revenue Source, FY2016-FY2020

Capital Funding Sources	FY2016	FY2017	FY2018	FY2019	FY2020	5-yr total	5-yr % of Total
CPA Funds	2,501,729	1,956,198	2,161,511	1,428,335	1,658,210	9,705,983	27.34%
Excluded Debt Service	2,027,145	1,817,323	1,691,876	1,339,189	1,329,943	8,205,476	23.12%
MSBA-funded Excluded Debt Service	1,606,861	1,606,052	1,605,984	1,605,926	1,605,872	8,030,695	22.63%
Free Cash	613,793	305,000	1,962,000	1,426,500	570,000	4,877,293	13.74%
Tax Levy	392,750	404,000	413,190	422,000	745,000	2,376,940	6.70%
Capital Exclusion	420,000	365,000	0	0	0	785,000	2.21%
Other*	752,507	0	0	0	0	752,507	2.12%
Nonexcluded Debt Service	140,299	155,050	155,190	155,510	154,610	760,659	2.14%
Stabilization Funds	0	0	0	0	0	0	0.00%
Capital Funding Totals	8,455,084	6,608,623	7,989,751	6,377,460	6,063,635	35,494,553	100%

*Other funding in FY2016 included a donation, bond premiums, and repurposed town meeting articles.



When reviewing the last five years of capital spending there are three trends that stand out. One is the prominence of the CPA program, which actually represents the largest mainly-taxpayer-derived source of financing, given that the MSBA paid a major portion of the debt-excluded projects. The second is the low level of funding from the tax levy and complete absence of stabilization funds as a resource. The third but most significant trend is the longtime strategy that has put capital needs into a type of optional category over-and-above the base levy budget by choosing to pursue project funding through temporary additions to the tax levy. Below we analyze the town's use of various capital funding sources.

Debt and Capital Exclusions

On an annual basis, the town's budget framers decide the tax levy amount to be raised within the Proposition 2½ levy limit, which automatically increases by 2.5% every year, plus a new growth allowance. In any given year, the community can elect to raise levy funds beyond the levy limit through town meeting and ballot votes. In addition to the provision for a general override, which increases the levy limit permanently, the Proposition 2½ statute permits three types of nonpermanent increases. A capital exclusion increases the levy for one year to pay off a one-time purchase, while a debt exclusion increase lasts for the span of years necessary to pay the debt service on a capital project. Finally, a stabilization fund override increases the levy for an indefinite time to build up funds for a specified purpose. This last option, which Sudbury has never attempted, is discussed further in Section D.

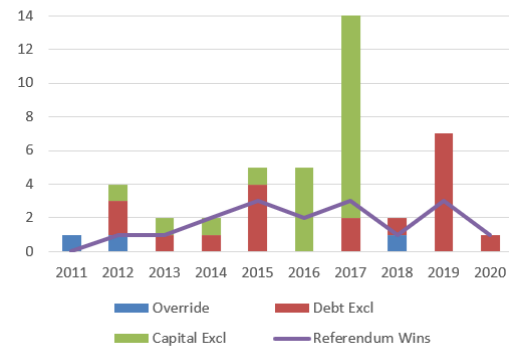
The most striking aspect of Sudbury's CIP history has been the propensity to make the prospect of capital investment contingent on voter approval of debt and capital exclusions. From FY2016-FY2020, voters approved five capital exclusions and four debt exclusions. Yet these were just the exclusion proposals that passed both town meeting votes and referendums; there were also some contingent warrant articles that failed one or the other. Moreover, the pattern of proposing repetitive adjustments to the levy limit during this time was a continuation of longstanding practices.

The 10 years since FY2011 have seen a total of 40 warrant articles that made the funding of capital projects contingent on the passage of debt or capital exclusions. Beyond this, there were also three general override proposals during this period, which we include in the table and chart below to show the full picture of all levy questions put to voters. Taken together, the 10-year success rate for these proposals was only 44%, and in the last five years, only 34%.

*Rate of Approval of Town Meeting Appropriations
Contingent on Proposition 2½ Referendums*

Applicable Fiscal Year	Contingent Town Meeting Articles			Total Articles	Approved Articles	Referendum Wins	% Approved
	Override	Debt Exclusion	Capital Exclusion				
2011	1	0	0	1	1	0	0%
2012	1	2	1	4	4	1	25%
2013	0	1	1	2	1	1	50%
2014	0	1	1	2	2	2	100%
2015	0	4	1	5	5	5	100%
2016	0	0	5	5	5	2	40%
2017	0	2	12	14	14	3	21%
2018	1	1	0	2	2	1	50%
2019	0	7	0	7	5	3	43%
2020	0	1	0	1	1	1	100%
Totals	3	19	21	43	40	19	44%
FY2016-2020 Averages:				5.8	5.4	2	34%

Contingent Override and Exclusion Articles vs. Referendum Wins



Note: The years FY2013-FY2015 include 5 referendums for 2 multistage projects, the Nixon School and Police Headquarters.

This high rate of Proposition 2½ proposals very much makes Sudbury an outlier within the state. Based on information that communities report to DLS, in any given year, about 30% of the state's cities and towns hold votes on any such referendum, with about two-thirds of these being held for debt exclusions. Rarely does any community have these types of votes year after year though. From FY2016-FY2020, Sudbury averaged 5.4 referendums annually. During this same time, only 39 municipalities in the state (11%) averaged one or more annually, and 18 (5%) three or more annually. Just four other communities along with Sudbury (1% of the state) have had an average of five or more each year. With one exception, these types of referendums are also rare among Sudbury's peer towns, as shown below.

Referendums Reported to DLS, FY2011-FY2020

Town	Override	Debt Exclusion	Capital Exclusion	10-yr Totals
Acton	0	0	0	0
Bedford	0	0	0	0
Concord	0	6	0	6
Duxbury	0	5	0	5
Hingham	0	2	0	2
Hopkinton	0	19	1	20
Scituate	1	5	0	6
Sudbury	3	17	20	40
Wayland	0	6	0	6
Westwood	0	1	0	1

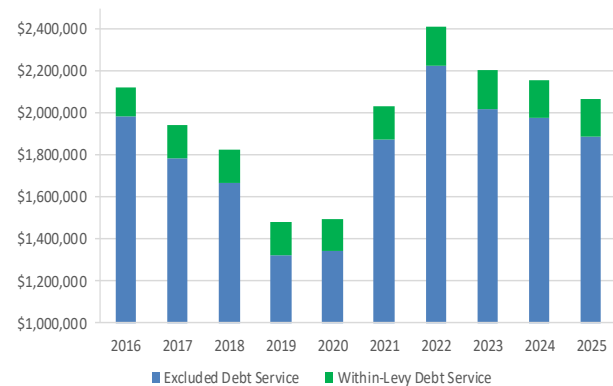
This analysis indicates that the town has been primarily addressing capital needs as wish list add-ons to the base levy, rather than taking a sound risk management approach that accounts for these

expenditures as necessary parts of the budget connected to financing plans under a long-range financial forecast.

Even as the budget team may strive to move away from exclusion proposals in favor of carving out more funding from the levy, it only takes one or two highly expensive projects winning exclusion authorization to stall those efforts. As the chart to the right shows, when the debt service for the four new debt-excluded projects begins in FY2021, these obligations will completely reverse the roll-offs of excluded debt that took place in the last four years. The chart represents the town's actual net debt service expenditures from FY2016 to FY2019, budgeted amounts for FY2020, and projected estimates for FY2021 to FY2025. (This analysis

provides the best comparison of the town's true year-to-year debt load since it nets out the MSBA offsets.)

*Actual and Projected General Fund
Debt Service Obligations, FY2016 – FY2025*



It is hard to imagine this trend of regularly revolving exclusions can continue much into the future in light of the increasing pressure on tax bills, particularly in the last five years.

*Change in Sudbury's Average
Single-family Tax Bill, FY2011-FY2020*

Fiscal Year	Tax Levy	% Change in Levy	Average Single-family Tax Bill	Annual Tax Bill Increase	% Change in Tax Bill	Average Tax Bill as a % of Value
2011	67,418,506	2.80%	10,695	235	2.25%	1.70%
2012	69,007,533	2.30%	10,937	242	2.26%	1.76%
2013	71,026,410	2.84%	11,205	268	2.45%	1.80%
2014	72,951,707	2.64%	11,544	339	3.03%	1.80%
2015	73,549,581	0.81%	11,598	54	0.47%	1.76%
2016	76,997,531	4.48%	12,082	484	4.17%	1.78%
2017	79,892,487	3.62%	12,520	439	3.63%	1.77%
2018	83,323,444	4.12%	13,033	513	4.10%	1.79%
2019	86,384,635	3.54%	13,355	321	2.46%	1.79%
2020	89,733,893	3.73%	13,769	414	3.10%	1.85%
10-yr Avg. Annual Increase				\$ 331	2.79%	
5-yr Avg. Annual Increase				\$ 434	3.49%	

*Peers Avg. SF
Tax Bills, FY2020*

Town	Amount
Scituate	8,123
Bedford	9,769
Hingham	9,988
Hopkinton	10,640
Duxbury	10,943
Westwood	11,789
Acton	11,790
Sudbury	13,769
Wayland	14,214
Concord	15,735

Note: The bill amounts for Concord and Hopkinton and for Sudbury from FY2014-FY2020 are approximations because, during those years, small numbers of single-family property owners were eligible for tax exemptions connected to the senior means test.

Within-levy Debt Service

The 2015 financial policy included a statement that the town “traditionally votes to issue all debt exempt from the limits of Proposition of 2½” without providing any rationale for this. Due to this longtime avoidance of nonexempt debt, the ratio of debt service funded by within-levy dollars to prior year general fund revenue averaged less than 0.20% annually in the last five years. A new

issuance for the sewer project will be paid with nonexempt debt beginning next year, and although the amount is only projected to be \$30,000 annually, it is still some progress in the right direction.

*Within-levy Debt Service as % of Prior Year
General Fund Revenues, FY2016-FY2020*

	FY2016	FY2017	FY2018	FY2019	FY2020
Prior Year General Fund Budgets	88,459,671	97,507,455	94,025,172	100,052,644	102,000,958
GF Debt Service Amounts	140,299	155,050	155,190	155,510	154,610
GF DS % of Net GF Budget	0.16%	0.16%	0.17%	0.16%	0.15%

Community Preservation Act

In the last five years, the CPA fund accounted for a sizeable 27.54% of the town's capital expenditures, \$9.7 million in total. Close to two-thirds of this (\$6.2 million) applied to debt service on projects authorized in years that predated 2015, while the remainder paid directly (i.e., without debt) for projects approved in special articles during the review period. A lack of substantial capital funding sourced from the levy partially explains the CPA's large proportionate contribution, along with an apparent multiyear slant toward pursuing the types of projects eligible for CPA funds.

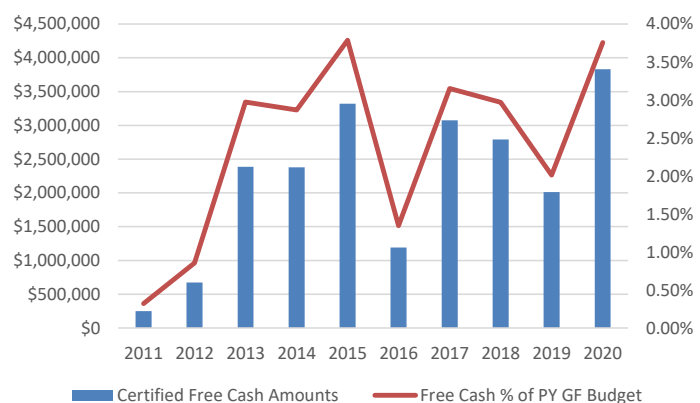
Derived from a 3% surcharge on property tax bills and a nonequal match from the state, Sudbury's CPA budget provides a steady funding mechanism for capital investment, though one that is restricted to historic, open space, recreational, and affordable housing assets, any of which may or may not necessarily be owned by the town. The CPA budget decision making is entirely the purview of the local Community Preservation Committee, with ultimate authorization by town meeting.

Free Cash

The table and chart below show the last 10 years of Sudbury's free cash certifications, which have been subject to a fair amount of fluctuation, perhaps to some degree related to the absence of a policy-dictated effort to pursue consistent levels year to year.

Free Cash Certifications, FY2011-FY2020

Fiscal Year	Prior Year General Fund Budget	Certified Free Cash Amounts	Free Cash % of PY GF Budget
2011	77,798,984	249,418	0.32%
2012	78,740,738	674,860	0.86%
2013	80,343,448	2,388,556	2.97%
2014	82,904,719	2,380,250	2.87%
2015	87,694,994	3,322,365	3.79%
2016	88,459,671	1,190,989	1.35%
2017	97,507,455	3,074,985	3.15%
2018	94,025,172	2,793,163	2.97%
2019	100,052,644	2,012,070	2.01%
2020	102,000,958	3,833,030	3.76%



To their credit, the budget team have refrained from applying any free cash to ongoing operating expenditures and instead have mainly used it for capital projects. In fact, free cash has been Sudbury's primary source of pay-as-you-go capital funding, even outweighing expenditures from the annual tax levy. Yet this entails some risk; the focus should be on ensuring primary reliance on the levy, since free cash cannot be assured as a recurring revenue source.

Tax Levy

A primary reason for this review was the select board's recognition of the need to source more capital funding from the tax levy. The SFPCCF's report suggested a target goal of 2.5% of the levy dedicated to capital, while the budget team's goal has been to achieve cash capital funding equal to 3% of the general fund budget. As will be discussed further in Section D, we agree that 3% is a sound, minimum target for cash capital funding.

Each year's annual town meeting warrant has an article for the town manager's capital budget. For this article, the budget team selects projects from the five-year capital plan that they see as affordable with a combination of tax levy dollars and free cash. The sum total of this article is the measure used to analyze capital spending against the 3% benchmark. Each year, the team also presents other capital plan projects in individual special articles. Most often, free cash is the proposed funding for these, but until a short time ago, capital exclusions were presented as options for moderate-cost projects as well. This is in addition to the debt exclusions for the most expensive projects that continued to be proposed through FY2020.

When examining pay-as-you-go project funding, most communities view it in terms of "cash capital," which typically encompasses the use of the levy, free cash, and stabilization funds. As previously mentioned, free cash can reasonably count towards this goal when there are strong policies connected to it and careful management of budgets to try to secure consistent certification amounts. However, the primary cash capital source should come from the levy raised each year, and the table below shows the deficiency that has existed in this budget ratio.

Capital Investment from Cash Sources, FY2016-FY2020

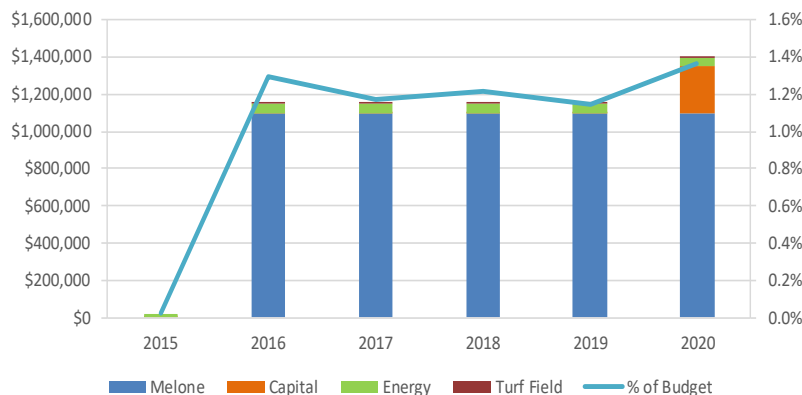
Fiscal Year for Targets:	FY2016	FY2017	FY2018	FY2019	FY2020
Prior Year General Fund Budgets	88,459,671	97,507,455	94,025,172	100,052,644	102,000,958
Capital Funding Sources					
Tax Levy	392,750	404,000	413,190	422,000	745,000
Tax Levy Funding as % of PY GF Budget	0.44%	0.41%	0.44%	0.42%	0.73%
Free Cash	613,793	305,000	1,962,000	1,426,500	570,000
Transfers from Stabilization Funds	0	0	0	0	0
Total Cash Capital Funding	1,006,543	709,000	2,375,190	1,848,500	1,315,000
Cash Capital % of PY GF Budgets	1.14%	0.73%	2.53%	1.85%	1.29%

Stabilization Funds

As shown above, stabilization funds have not financed any of the town's capital investment in the last five years. Until recently, the town's budgeters had not placed any formal emphasis on building up reserves dedicated to helping the town make purchases outright with cash as a counterweight to debt-supported expenditures. Only as of 2015 did the town begin to seek the planning advantages offered by special purpose stabilization funds as allowed under [M.G.L. c. 40, § 5B](#). Whereas the typical function of a general stabilization fund is to provide a reserve for emergencies or any future legal purpose, a special purpose stabilization fund sets aside monies for a specified intent.

The first of two funds authorized at the FY2015 annual town meeting was dedicated to supporting energy efficiency initiatives (starting with a \$20,000 appropriation) and the other to replace rolling stock (with an initial \$100). At the May 2019 annual town meeting, the latter fund was repurposed to be a broader-scope capital stabilization fund and received its first sizeable infusion of \$250,000. The preliminary budget for the upcoming annual town meeting for FY2021 proposes to match this appropriation. In FY2016, town meeting voted to close a revolving fund for the DPW's Melone property and transferred its balance of \$1.1 million into a new stabilization fund of the same name. Also established in FY2016 was a fund for the turf field at Curtis Park, though its balance is only \$100.

*Special Purpose Stabilization Funds as % of
Prior Year General Fund Budgets, FY2015-FY2020*



As the chart above shows, the move toward using special purpose stabilization funds as savings accounts for future capital investment is a new trend in Sudbury. As these funds get built up to useful levels, however, they will become the more sustainable and transparently committed method for financing the capital plan as opposed to the current default option of free cash.

Improving upon the budget practices of the past will take some time and effort, but there has been a positive shift in planning practices in the past couple of years, particularly the greater focus on the tax levy and stabilizations funds. Below we offer guidance to continue this forward progress.

C-1. Align the capital plan with funding schemes that do not rely on exclusions

In the first section of this report, we recommended the select board adopt a policy that defines restrictive circumstances for debt and capital exclusions. Given the data-driven trends outlined here, it should be apparent that the path the town has been on is unsustainable. Furthermore, the logistical requirement to submit an exclusion proposal to the electorate two times (at town meeting and in a referendum on another date) brings greater uncertainty to the likelihood that the associated item in the capital plan will get funded on schedule or at all. As project deferrals happen, pressure is added to future budgets and the risk of asset failures increases.

More effective budgetary and capital planning controls can be achieved by avoiding future exclusions and focusing on cash capital and within-levy debt funding options. Once the select board establishes capital funding targets in policy, it should hold the budget team accountable for implementing plans that make incremental progress toward those objectives. Beyond working toward the cash and debt targets, the town manager should also diligently pursue supplemental sources of investment, such as CPA and grants, and actively direct new revenue growth to capital needs. We discuss this more in Section D.

C-2. Continue to build reserves in capital-related special purpose stabilization funds

With the long view in mind, we encourage the town to continue to build up the reserves that have been dedicated to capital purposes as a transparent, committed means to expand cash capacity and thereby offset future debt issuances. As stated in Section A, we suggest a minimum target level of 2% of the prior year's general fund revenues for all capital-related stabilization funds as a group, but it could be higher as capital needs are evaluated by local officials over time.

Although a two-thirds town meeting vote is needed to appropriate from a special purpose stabilization fund, this poses less of a hindrance to the capital plan than an exclusion with its requirement for separate votes at town meeting and at the ballot box. There is also a small expense involved with holding any town-wide election. Experience around the state has shown that voters are as much or more likely to approve a capital stabilization appropriation, particularly when local leaders are consistent in formally presenting to town meeting a rolling, five-year capital plan showing the community's long-range needs and associated financing strategies.

By accumulating cash over time in a special purpose stabilization fund, the town can begin to pay outright for projects of moderate cost and preserve debt capacity for the most expensive projects. The town also saves on the interest costs associated with debt. This strategy helps build confidence in government by directly addressing resident concerns and providing assurance that money appropriated for a particular purpose will be used for that purpose and not diverted elsewhere.

Particularly in a community like Sudbury that has yet to build up significantly high reserve levels, it makes sense to limit the number of stabilization funds to a small few that have clear but broadly defined purposes. For example, it is better to pool resources into a capital stabilization fund that supports the CIP's encompassing multiyear plan, rather than dividing monies up into multiple, more restrictive funds.

C-3. Close the Melone fund and transfer its balance to the capital stabilization fund

As approved by town meeting in May 2015, the purpose of the fund for the Melone property was to make improvements to this former gravel yard for future municipal use or sale, but none of the \$1.1 million in the fund was ever expended. At a special town meeting in December 2018, voters approved an article to sell the property but also rejected a subsequent article to convert the fund's purpose to developing Broadacres and other town center parcels for "future municipal, recreational, open space and conservation uses." With the Melone sale, the town has now a considerable amount of dormant "available funds," which are in fact not available for appropriation due to having no valid authorized purpose. We therefore recommend the select board sponsor a new warrant article proposing to transfer the Melone fund balance to the capital stabilization fund. If the already pending article to appropriate another \$250,000 to the capital stabilization fund passes this spring, it would then have a total balance of \$1.6 million, or 1.5% of the current general fund budget.

C-4. Close the surplus vehicles revolving fund

In May 2019, town meeting voters approved an article to create a new revolving fund under [M.G.L. c. 44, § 53E½](#) for surplus vehicles and equipment used by the police, fire, and public works departments. Since the approved fund required a new bylaw for implementation, the town clerk submitted the certified vote for the review of the state attorney general's office as required by [M.G.L. c. 40, § 32](#). Citing DLS legal opinion, the attorney general's office sent a letter to the town clerk dated August 14, 2019, which disallowed the new bylaw.

At issue is the nature of the money received from the sale of movable property. [M.G.L. c. 44, § 53](#) requires all revenues to be deposited in the general fund unless a separate law provides for an alternative accounting. A revolving fund cannot provide an alternative treatment for the revenue in this instance, however, since the 53E½ statute pertains only to fees charged for services, which in no sense correlates to vehicle and equipment sales.

To retain these revenues for future purchases of the same types of assets, the select board could sponsor a warrant article to accept the fourth paragraph of [M.G.L. c. 40 § 5B](#) and specify a percentage of each sale that will be dedicated, without further appropriation, to the capital stabilization fund. This dedication requires a two-thirds approval by town meeting prior to the first fiscal year it will apply, must remain in effect for at least three fiscal years, and can be terminated in the same manner as approval.

D. CAPITAL FORECAST

The fourth component of a comprehensive CIP is a capital forecast, which is an extension of the multiyear financial forecast that every town should annually maintain and update. The budget team would use the capital forecast to inform and try out various “what-if” financing scenarios for the projects listed in the capital plan. However, because the scope of this review did not encompass the town’s overall financial forecast, this section of the report will not provide an in-depth capital forecast analysis. Instead, it will present some additional guidance regarding options available for steering future budgets toward expanded capital financing capacity.

Capital Funding Targets

To have a successful CIP requires a community to develop its annual budgets with the intent of ensuring the due allocation of funds toward capital investment. Given the wide scope of services Sudbury provides and its access to low borrowing rates, we advise that the minimum level of capital funding the town should seek to achieve and then maintain year to year should be equivalent to 6% of the prior year’s general fund revenue, drawn equally from within-levy debt and cash capital sources. Beyond this minimum target, the town should seek to further enhance its capital investment by supplementing it with other revenue streams, such as the CPA program, state and federal grants, donations as they are offered, and so on. The table below shows the gaps between the town’s recent capital investment totals and the recommended targets.

*General Fund Capital Investment
vs. Target Funding Levels, FY2018-FY2020*

	FY2018	FY2019	FY2020	
Prior Year General Fund Revenues:	94,025,172	100,052,644	102,000,958	
Capital Funding Sources				Targets
Excluded Debt	3,297,860	2,945,115	2,935,815	Excluded Debt
% of prior year revenues	3.51%	2.94%	2.88%	no target
Nonexcluded Debt	155,190	155,510	154,610	Nonexcluded Debt
% of prior year revenues	0.17%	0.16%	0.15%	3%
Free Cash + Tax Levy	1,962,000 413,190	1,426,500 422,000	570,000 745,000	Cash Capital
Cash Capital Total	2,375,190	1,848,500	1,315,000	3%
% of prior year revenues	2.53%	1.85%	1.29%	
Capital Total	5,828,240	4,949,125	4,405,425	Capital Total
% of prior year revenues	6.20%	4.95%	4.32%	6%

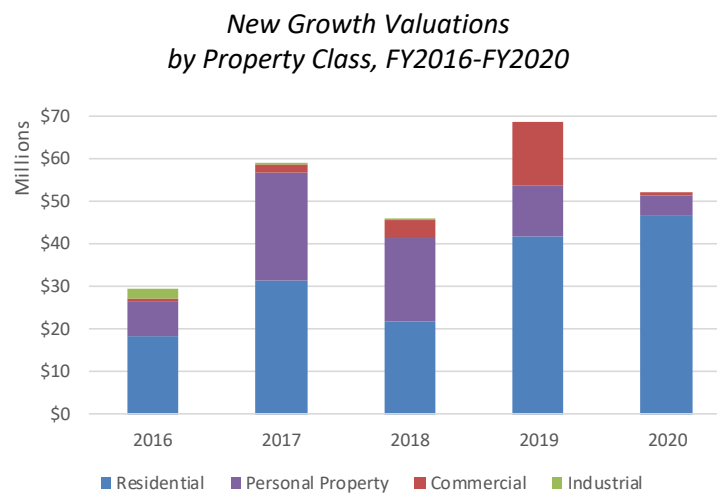
By avoiding future exclusions and working toward these budget targets, the town can institutionalize a sustainable, long-term strategy to pay for its buildings, equipment, infrastructure, and other capital needs within the general fund budget. Without a doubt, achieving this will be a long-term endeavor, but it is critical that the select board have the town manager direct this effort. It will require the budget team to dutifully carve out an incrementally increasing capital-dedicated budget margin by ensuring the maximum amount of revenue growth is applied in that direction and holding a hard line

on operating budgets as well. Furthermore, by establishing these goals in policy, the board can help ensure a lasting commitment in future years even as board members may change.

To assist the town, we are transmitting with this report a Capital Targets Tool in an Excel file. The budget team can use this to input desired cash capital and debt service funding targets for future budget years and view the resulting dollar impacts. It is also set up so that as debt service matures, the related dollars can be directed to reserves. For initial demonstration purposes, we preloaded the workbook with Sudbury's actual and budgeted revenue, debt service, and capital expenditure data for FY2017-FY2021. As a starting point, the revenue projections for FY2021-FY2030 have been based on 2.5% annual levy increases and smaller increases in other revenue sources, and the debt service amounts were taken from estimates contained in the finance director's debt schedule. If the town implements the tool, the finance director should link it to his financial forecast to enable the updating of revenue projections as new information becomes available.

New Growth

The Proposition 2½ new growth provision allows communities to increase the annual levy limit beyond the automatic 2.5% based on new construction, properties with physical improvements, and other additions to the tax base, including new personal property. The chart below shows the new growth value by property class that has been added in recent years to Sudbury's tax base.



One way for the town to steer budget money to capital needs is by attempting to dedicate 50 to 75% of all new growth levy amounts to capital expenditures or reserves. A policy target for this might remain somewhat informal year to year because, depending on the nature of the new growth in a given year, the associated impact on expenses (e.g., costs related to education, public safety, infrastructure, etc.) can vary. The intention should be to make capital needs a top priority for new growth revenue and maximize it as much as possible, even if the budgetary effect might be very slight given Sudbury's low likelihood for ample amounts of new growth year after year.

A new growth rate that represents 2% annual increases over prior year levies is one gauge for determining if a town's growth can keep up with expenses. Unfortunately for Sudbury, consistent, substantial increases in new growth are usually related to sustained patterns of development in commercial or residential real estate, which tends not to be locally encouraged, given a prevalent desire to retain the town's existing character. The tables below show Sudbury's new growth trend in the last five years and how its five-year average compares to the peer group.

*New Growth Levy Dollars
as % of Prior Year Levies, FY2016-FY2020*

Fiscal Year	New Growth	Prior Year Levy	NG as % of PY Levy
2016	601,228	71,784,968	0.84%
2017	1,248,532	74,180,820	1.68%
2018	983,400	77,283,873	1.27%
2019	1,401,700	81,276,640	1.72%
2020	963,941	84,710,256	1.14%
Averages:	1,039,760		1.34%

*As Compared to the Peers'
5-Year Averages for the Same Ratio*

Town	5-yr Avg. Ratio
Wayland	1.04%
Acton	1.24%
Hingham	1.26%
Scituate	1.28%
Sudbury	1.34%
Duxbury	1.37%
Concord	1.57%
Bedford	2.52%
Westwood	2.95%
Hopkinton	3.81%

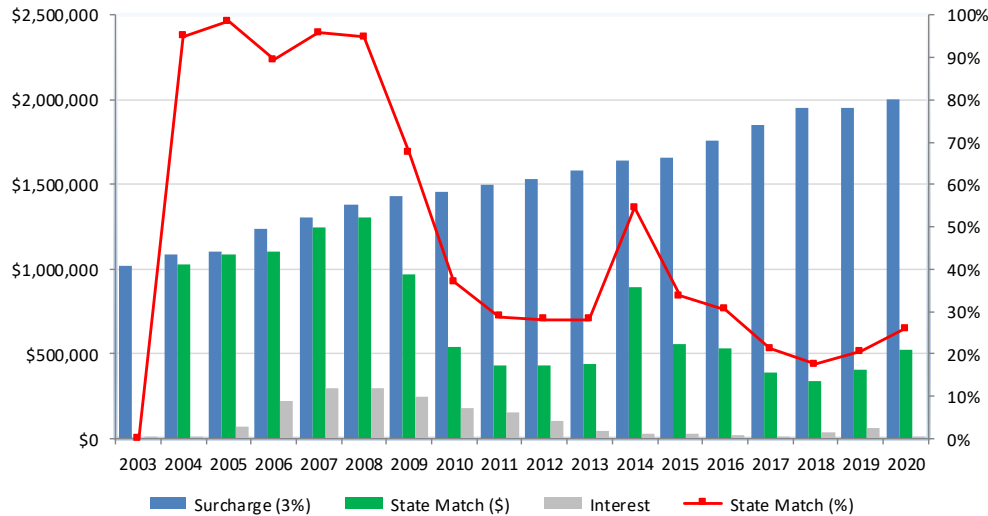
CPA Trend

Given the major role the CPA program has played in the town's CIP, a review of its history from global and local perspectives has merit. The Massachusetts legislature enacted the Community Preservation Act, [M.G.L. Chapter 44B](#), a little more than 20 years ago to encourage and assist cities and towns in preserving aspects of their local character. To do this, the Act allows each adopting community to implement a tax levy surcharge to raise funds dedicated to investment in assets that otherwise would often have trouble competing for dollars within municipal capital plans, such as historic and open space properties.

Part of the encouragement to adopt the CPA surcharge was the promise of funding matches from the state. The state's CPA Trust Fund, which provides this distribution, draws its revenue mostly from fees charged on certain real estate transactions at the Registry of Deeds. Over time, as more communities adopted the Act (now about 50% of the state), the proportional matches became smaller, apart from a few years in which the legislature supplemented the fund.

Sudbury's voters approved the highest possible CPA surcharge of 3% at the time the town adopted the Act in 2003, whereas the average surcharge in the state and among Sudbury's peer towns is 1.5%. The town is also one of only 17 CPA municipalities (10% of the total) that elected to give surcharge exemptions to certain classes of commercial and industrial properties. Sudbury's entire CPA revenue history is illustrated in the chart on the next page.

Local CPA Revenues and State Matches, FY2003-FY2020



The chart shows the overall low level of state matches the town has been receiving in the past decade. A recent, permanent increase to the relevant Registry fees means that communities will start to see higher matches beginning in FY2021. At the same time though, Sudbury's community wealth works against it in the proportional formula used to calculate the amounts distributed to each municipality. Regardless, as a helpful planning resource the Community Preservation Coalition has posted its projections of the new state matches for each community on its website at <https://www.communitypreservation.org/home/news/cpa-trust-fund-increase-what-happens-now>

Stabilization Fund Override

One of the discussion points in the SFPCCF's January 2019 report to the select board was the prospect of a stabilization fund override providing a means to raise funds dedicated to capital improvements. This type of override allows a community to raise an additional levy amount beyond the annual Proposition 2½ limit for the purpose of funding a specific stabilization fund that has been established by town meeting.

For Sudbury's goals, if the town chose to pursue this, it would make sense to designate the override to build the balance in the capital stabilization fund. In each year after the approval of this type of override, the select board must vote by two-thirds to either continue the additional tax earmarked for the fund, lower it, or defer it. The additional tax that can be appropriated for any given year is limited to 102.5% of the amount last appropriated by the select board. The following provides an example of the way this works:

- In a town-wide referendum, voters approve a levy limit override to raise \$100,000 for the capital stabilization fund for FY2021.
- Town meeting appropriates \$100,000 from the FY2021 tax levy to the stabilization fund.

- In FY2022, \$102,500 is available for "appropriation" by the select board, which appropriates the entire amount.
- In FY2023, \$105,062 is now available (1.025 x the FY2022 appropriation of \$102,500), but the select board decides to appropriate only \$80,000.
- The amount available in FY2024 now becomes \$82,000 (1.025 x FY2023 appropriation of \$80,000), but no FY2024 appropriation is made.
- The amount available in FY2025 is \$82,000 (1.025 x last appropriation made, i.e., FY2023's \$80,000 appropriation).

A stabilization fund override is like a general override in that the additional tax revenue can be raised yearly without holding further referendums, but it differs in that this increase to the levy limit need not be permanent. Only 12 communities have approved this type of override, some for multiple funds, as shown below.

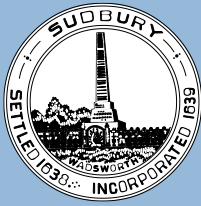
Communities that have approved Stabilization Fund Overrides

Municipality	Purpose of Stabilization Fund	Vote Date	Original Amount Voted	Applicable Fiscal Years	Total Years	Total Raised
Aquinnah	Major improvements to town properties	5/14/2008	15,000	2011-2018	9	131,040
Berkley	Fund sending tuition costs	5/06/2006	800,000	2007-2020	14	12,310,037
Berkley	Support regional high school	6/26/2010	500,000	2011-2020	10	8,268,563
Grafton	Roads	6/14/2014	1,500,000	2015-2020	6	9,000,000
Medfield	Funding municipal buildings	6/11/2018	1,000,000	2019-2020	2	2,025,000
Oakham	Assessors' revaluation costs	6/23/2017	5,000	2018-2019	2	10,125
Orleans	Drainage infrastructure system	5/17/2011	150,000	2012-2020	9	1,493,076
Orleans	Pavement management program	5/17/2011	300,000	2012-2020	9	2,986,296
Paxton	Road improvements	5/09/2016	100,000	2017-2020	4	415,251
Pelham	Equipment	6/19/2008	200,000	2009-2020	12	2,547,224
Rowe	Capital stabilization fund	5/19/2007	150,000	2008-2020	13	2,109,529
Sunderland	Capital stabilization fund	5/03/2014	100,000	2015-2020	6	638,774
Sutton	Capital stabilization fund	5/22/2007	475,000	2008-2020	13	7,191,708
Tisbury	Ambulance service capital	5/13/2014	35,000	2015-2020	6	210,000
Tisbury	Fire department capital	5/13/2014	100,000	2015-2020	6	500,000
Tisbury	DPW capital	5/13/2014	50,000	2015-2020	6	300,000

For further guidance on stabilization fund overrides, refer to the Information Guideline Release [17-20](#) published by DLS.

APPENDIX: Capital Project Request Form

Department/Committee:	Department or Committee Name		
Requested By:	Requester		
Request Date:	Request date		
Project Request:	Item/Project Name		
Asset Category:	Choose an asset category		
Priority:	Choose the priority		
Capital project description: Enter a description of your request. Attach quotes, pictures, or additional details			
Purpose:	Choose one		
Date needed by:	Need by date		
Benefit Describe the benefit of this request to your department or the community			
Estimated Project Cost:	\$Enter total project cost.		
Funding Request by Year:	FY2021 \$Cost in year 1 FY2022 \$Cost in year 2 FY2023 \$Cost in year 3	FY2024 \$Cost in year 4 FY2025 \$Cost in year 5	
Describe any discounts or cost reductions (trade-ins, etc.) Provide any reductions to the total requested cost			
Are there available revenue sources or grants other than Town funds? Identify available revenue sources (excluding tax levy, free cash, and stabilization funds)			
Consequence on your department of delaying purchase/project Describe any operational impact if your request is delayed or denied			
Describe the effect of this purchase or project on your operating budget by fiscal year for the next 3 fiscal years			
<u>Personnel Budget</u>		<u>Expense Budget</u>	
Increase/(Decrease)	Fiscal Year	Increase/(Decrease)	Fiscal Year
\$Enter amount	Enter fiscal year	\$Enter amount	Enter fiscal year
\$Enter amount	Enter fiscal year	\$Enter amount	Enter fiscal year
\$Enter amount	Enter fiscal year	\$Enter amount	Enter fiscal year



SUDBURY BOARD OF SELECTMEN

Tuesday, May 5, 2020

MISCELLANEOUS (UNTIMED)**7: Adoption of legislation regarding electronic signatures**REQUESTOR SECTION

Date of request:

Requestor: Chair Carty

Formal Title: Discussion and possible adoption of M.G.L. c.110G, regarding the use of electronic signatures by Council/ Board/Commission members pursuant to Amendment 13-7 to the Massachusetts Deed Indexing Standards 2018, effective April 17, 2020.

Recommendations/Suggested Motion/Vote: Moved that the Town of Sudbury Board of Selectmen hereby recognizes and accepts the provisions of M.G.L. c.110G regarding electronic signatures and that its members will henceforth execute documents either with electronic signatures or with wet ink signatures and that both will carry the same legal weight and effect.

Background Information:

See attached eUpdate on Electronic Signatures and Virtual Notarization provided by KP Law.

Board's Vote also to be certified by the Town Clerk.

Financial impact expected:

Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

Patty Golden	Pending
Maryanne Bilodeau	Pending
Jonathan Silverstein	Pending
Daniel E Carty	Pending
Board of Selectmen	Pending

05/05/2020 6:00 PM

Use of Electronic Signatures and “Virtual” Notarization

April 28, 2020

One of the challenges inherent in maintaining governmental operations during the current State of Emergency is the difficulty in conducting transactions that require so-called “wet” ink signatures. The ability to use or accept “e-signatures” can vary, depending upon the document at issue. To compensate for the practical obstacles posed by the current partial or total closures of government offices and the conduct of governmental business via remote means, various administrative and legislative measures have been adopted that permit the use of electronic signatures, at least temporarily, and in certain circumstances. This eUpdate summarizes circumstances where electronic signatures can be used in connection with common government activities.

The information contained herein is current as of the date of issuance. Where the state and federal governments are regularly enacting new or updated laws, regulations, and guidances in response to the COVID-19 crisis, we recommend that you consult with counsel regularly to ensure that you have the most up-to-date information.

A. General Use of Electronic Signatures:

As a starting point, under the Uniform Electronic Transaction Act, G.L. c.110G, an electronic signature is legally binding to the same extent as a handwritten signature. See G.L. c.110G, §7. An electronic signature is defined as an “electronic sound, symbol, or process attached to or logically associated with a record and executed or adopted by a person with the intent to sign the record.” G.L. c.110G, §2.

While G.L. c.110G provides some authority for acceptance of electronic signatures, there are exceptions applicable to certain municipal transactions. Indeed, there are a number of state statutes that would not otherwise permit the use of electronic signatures. During the declared State of Emergency, however, the following legislative and administrative actions permit the use of electronic signatures in many (but not all) instances:

- The permit deadline extension provisions of Chapter 53 of the Acts of 2020 allow municipalities to accept “permit” applications electronically, subject to certain requirements (as explained in our eUpdates entitled “[Municipal Relief Legislation Passed by State Legislature](#)” and “[Land Use Permitting Deadline Extensions](#)”). This legislative authorization for the submission of permit applications electronically, coupled with G.L. c.110G with respect to electronic signatures, provide the mechanism to address those situations where a state statute does not otherwise allow for electronic filing of permit applications, and allowing for acceptance of same with an electronic signature, at least temporarily.
- The Massachusetts Supreme Judicial Court (SJC) has generally authorized the use of electronic signatures on various court filings, including affidavits.
- The Massachusetts Registers and Assistant Registers of Deeds Association has adopted an Amendment to the [Massachusetts Deed Indexing Standards 2018](#) (Amendment), effective April 17, 2020, that allows municipal boards to utilize electronic signatures on documents that are filed with Registries of Deeds, provided that the municipal board has followed a specific procedure. As of this date, all Registries of Deeds have accepted this Amendment. Note, though, that the Land Court has **not** yet authorized the use of electronic signatures for registered land unless a statute, rule, order or court guidance authorizes electronic signatures for specific types of documents. Absent such statute, rule, order or court guidance, electronic signatures are permitted for documents pertaining to recorded land only. A copy of the Amendment is attached, and the process for implementing this Amendment is discussed in Section B, below.
- The Legislature recently passed “An Act Relative to Remote Notarization During COVID-19 State of Emergency”, which allows attorneys and attorney-supervised paralegals who are certified notary publics in the Commonwealth to notarize documents using electronic real-time video conferencing, subject to certain requirements. This new law is discussed in Section E, below.

The use of electronic signatures by municipal boards in particular situations is discussed in more detail, below. Should you have questions about the use of electronic signatures in circumstances not covered in this eUpdate, please contact your primary, land use, or other counsel at KP | Law for further guidance.

B. Electronic Signatures by Municipal Boards on Recordable Documents (other than Plans):

In an attempt to relieve municipal boards from signing documents in-person, an Amendment to the Massachusetts Deed Indexing Standards of 2018 was adopted to allow electronic signatures on recordable documents (though not for documents pertaining to registered land). That Amendment, dated April 17, 2020, and titled *No. 13-7. “Electronic Signatures by Municipal Boards” (Amendment)*, requires that prior to any municipal board executing documents by electronic signature in accordance with G.L. c.110G, a vote must be made at a properly called meeting, stating that the board recognizes and accepts the provisions of G.L. c.110G, and that executed documents by members with electronic signatures or with wet ink signatures will carry the same legal weight and effect.

1. The Council/Board/Commission votes to authorize electronic signatures and a Certificate of Vote is prepared, memorializing the vote.

The first step in this process is that the Council/Board/Commission votes to recognize and accept the provisions of G.L.c.110G, and authorize electronic signatures. The matter should be placed on an agenda for a duly noticed meeting in compliance with the Open Meeting Law.

- The **agenda item** can take the following form:

“Discussion and possible adoption of M.G.L. c.110G, regarding the use of electronic signatures by Council/Board/Commission members pursuant to Amendment 13-7 to the Massachusetts Deed Indexing Standards 2018, effective April 17, 2020.”

- The **motion** at the meeting can take the following form:

“Moved that the _____ City Council/Board of Selectmen/Select Board/Planning Board/Zoning Board of Appeals/Conservation Commission hereby recognizes and accepts the provisions of M.G.L. c.110G regarding electronic signatures and that its members will henceforth execute documents either with electronic signatures or with wet ink signatures and that both will carry the same legal weight and effect.”

Assuming that this matter considered at a “virtual” meeting of the council, board, or commission, the vote must be by roll call, and recorded in the meeting minutes as a roll call vote. If adopted, a Certificate of this Vote is then prepared.

2. The Certificate of Vote is signed, notarized and certified by the City/Town Clerk.

This Certificate of Vote, containing the language of the motion and attesting the vote, is signed and then certified by the City or Town Clerk prior to being recorded at the applicable Registry of Deeds. We have attached a sample Certificate of Vote for your use. Once the Certificate of Vote is recorded, electronic signatures may be affixed to permitting or compliance documents such as decisions and/or Orders of Conditions that have been approved by a council, board or commission vote.

3. The Certificate of Vote is recorded at the Registry of Deeds.
4. For each Decision/Approval/Order of Conditions issued, we recommend adding a specific statement regarding the Council/Board/Commission vote to authorize electronic signatures, on the signature page of the Decision/Approval/Order.

For instance, the following language can be used:

Pursuant to the vote taken by [specify name of council, board or commission] on _____, 2020, the following signatures are made in accordance with M.G.L. c.110G and pursuant to said Council’s/Board’s/Commission’s electronic signature authorization vote recorded on [DATE] with the _____ Registry of Deeds.

C. Use of Electronic Signatures by Conservation Commissions:

The Wetlands Protection Act requires that Orders of Conditions (OOC) be signed by a majority of Commission members. G.L. c.131, §40.¹ Previously, some Registries had rejected OOCs containing electronic signatures; however, we anticipate that with the adoption by all Registries of the Amendment discussed above, that electronic signatures will no longer be an issue (except for registered land documents, which still require a “wet” ink signature). Thus, Conservation Commissions may wish to consider following the process identified above should they want to execute documents electronically. Note that because state law requires that Orders of Conditions contain the signatures of a majority of Conservation Commission members, in our opinion the Commission could *not* vote to delegate signatory authority for OOCs issued pursuant to the Wetland Protection Act to a single Commission member or a Conservation Agent or Administrator.

D. Use of Electronic Signatures on Plans Endorsed or Approved by Planning Boards:

Most land use boards, *aside from Planning Boards*, do not have a legal requirement that they endorse actual plans of land. Planning Boards, however, may be required to endorse “Approval Not Required” (ANR) or subdivision plans prepared by an applicant’s engineer or land surveyor. Generally, Registries of Deeds require actual mylar plans for recording, and while the process described in Section B, above, could be used to permit the use of electronic signatures on ANR or subdivision plans, there can be a reluctance to provide Planning Board members’ electronic signatures to a third party to actually affix the members’ electronic signatures to the mylar plans prior to recording. Also, plans for registered land may not be signed electronically.

As an alternative to using Planning Board members’ electronic signatures on such plans, the provisions of G.L. c.41, §§81P (ANR plans) & 81X (subdivision plans) allow a Planning Board to vote to authorize a single individual to endorse plans on behalf of the Board for recording in the Registry of Deeds. During the current COVID-19 emergency, while the Board is meeting remotely, it may wish to use this mechanism to simplify the logistics of signing plans. While not modifying the Board’s substantive review of the plans, the mechanism will allow the Board to carry out its statutory duties and enable plans to be filed without undue complication.

The Board can accomplish this by vote at a properly noticed meeting, followed by letter of notice to the Registry. The procedure here is similar to the process described in Section B, above, and the Board must vote to take action *under both statutes*. The vote will then designate a single signatory to sign plans on behalf of the Board. The signatory does not need to be a member of the Board; however, since the statute specifies, “name of the person so authorized,” the vote should designate a named individual than that individual’s title (e.g., “Bob Smith”, not “Chairman”). This means, however, that when the person so authorized is no longer employed by the City or Town or a member of the Board, a new designation must be voted and notice of same provided to the Registry.

Both G.L. c.41, §§81P & 81X require the signatures of a majority of the Board on the notice sent to the Registry. In ordinary times, this would be accomplished at an in-person meeting, or by having members come

¹ “Such order or notification shall be signed by the mayor or a majority of the conservation commission or board of selectmen, as the case may be, and a copy thereof shall be sent forthwith to the applicant and to the department.”

to Town Hall independently to sign the notice. Current circumstances may warrant a different approach. Instead, each member (of a majority of the Board) could print out and sign a signature page, and send it to the Planning Department or staff to be assembled with the notice and sent to the Registry.

When the current State of Emergency terminates, if the Board seeks to revert to the prior practice of in-person plan endorsement, the Board should vote to withdraw its authorization for the individual to endorse plans on behalf of the Board. A second letter should be prepared and submitted to the Registry reflecting this vote and as notification of a reversion to the prior endorsement authorization.

E. “Virtual” Notarization:

Some municipal real estate transactions, contracts, and affidavits are required to be notarized. Typically, this requires in-person attendance of both the notary and the person(s) whose signature(s) are to be notarized. Under “An Act Relative to Remote Notarization During COVID-19 State of Emergency”, attorneys and attorney-supervised paralegals who are certified notary publics in the Commonwealth are allowed to notarize documents using electronic real-time video so long as specific requirements are met. Those requirements are attached. This temporary authorization of “virtual” notarization automatically expires three days after the Governor rescinds the current State of Emergency. The automatic repeal of the Act, however, will not invalidate any documents executed in accordance with the Act.

We will continue to keep you updated on additional developments in the face of this rapidly evolving pandemic. A reminder that we have established a **Coronavirus “hotline”**, at coronavirusinfo@k-plaw.com. A dedicated team of our attorneys is available through this “hotline” e-mail address to answer the most frequently asked legal questions arising from COVID-19. One of these designated attorneys will respond promptly to your inquiries. In some instances, you may be referred to your primary, land use or real estate contact, and you should of course feel free to contact these attorney(s) directly with COVID-19 related questions.

Disclaimer: This information is provided as a service by KP Law, P.C. This information is general in nature and does not, and is not intended to, constitute legal advice. Neither the provision nor receipt of this information creates an attorney-client relationship with KP Law, P.C. Whether to take any action based upon the information contained herein should be determined only after consultation with legal counsel.

Massachusetts Deed Indexing Standards 2018
April 2020 Amendment

The Massachusetts Registers and Assistant Registers of Deeds Association has adopted the following Amendment to the Massachusetts Deed Indexing Standards 2018. This amendment is effective April 17, 2020 and, as of the date of this eUpdate, applies to recorded land only.

13-7. Electronic Signatures by Municipal Boards – The following procedure is recommended for municipal councils, boards and commissions that wish to execute and record with the Registry of Deeds documents in accordance with Massachusetts General Laws Chapter 110G (Uniform Electronic Transaction Act).

1. At a properly called meeting, the municipal council, board or commission (hereinafter “board”) should formally vote that the board recognizes and accepts the provisions of M.G.L. c.110G regarding electronic signatures and that its members will henceforth execute documents either with electronic signatures or with wet ink signatures and that both will carry the same legal weight and effect.
2. The board then records at the Registry of Deeds a Certificate of Vote that provides the language of the motion that was made regarding electronic signatures and attests to the vote taken, and obtains the City/Town Clerk’s certification.
3. Board members may thereafter cause their electronic signature to be affixed to permitting or compliance documents that have been approved by a board vote. Such electronically signed documents should also include a statement that the signatures are made in accordance with M.G.L. c.110G and pursuant to the board’s electronic signature authorization vote recorded on [DATE] in [BOOK and PAGE NUMBERS] at the [NAME OF REGISTRY] Registry of Deeds.
4. Any document so executed shall be accepted for recording at the Registry of Deeds electronically or as a paper print of the electronically-executed document.

CERTIFICATE OF VOTE AUTHORIZING SIGNATURES PURSUANT TO M.G.L. c.110G

On _____, 2020, the _____ City Council/Board of Selectmen/Select Board/Planning Board/Zoning Board of Appeals/Conservation Commission met in open session through publicly accessible video-conference software, pursuant to the "Order Suspending Certain Provisions of the Open Meeting Law, G.L. c. 30A, §20," issued by Governor Charles D. Baker on March 12, 2020. At this duly held meeting, the following action was taken:

Motion: _____ City Council/Board of Selectmen/Select Board/Planning Board/Zoning Board of Appeals/Conservation Commission hereby recognizes and accepts the provisions of M.G.L. c.110G regarding electronic signatures and that its members will henceforth execute documents either with electronic signatures or with wet ink signatures and that both will carry the same legal weight and effect. Motion was seconded.

Roll Call vote:

Member Name — Aye; Member Name — Aye; Member Name — Aye; Member Name — Aye;
Member Name — Aye; Member Name — Aye; Member Name — Aye

Vote was Unanimous

The above is a true and accurate account of the proceedings of the _____ City Council/Board of Selectmen/Select Board/Planning Board/Zoning Board of Appeals/Conservation Commission.

Name/Title: _____ Date: _____, 2020

Commonwealth of Massachusetts

County of _____, ss.

On this ____ of _____, 2020, before me, personally appeared _____, [Chair/Vice-Chair/Member] of said City Council/Board of Selectmen/Select Board/Planning Board/Zoning Board of Appeals/Conservation Commission, as aforesaid, and proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding document, and acknowledged to me that he/she signed it voluntarily for its stated purpose on behalf of the _____ [city/town] of _____.

Notary Public

My Commission Expires:

Certified by Town/City Clerk:

[name] Date: _____, 2020

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Packet Pg. 123

OUTLINE OF PROCESS FOR “VIRTUAL” NOTARIZATION

The Massachusetts Legislature has enacted temporary legislation to allow certified notary publics in the Commonwealth to notarize documents using electronic real-time video conferencing. The following steps are required for “virtual” notarization, which occurs via video conference. Any document executed in accordance with this process will be valid for filing or recording with any state, local, or federal agency, court, department, or office. The signature of all witnesses who participate in the required video conference(s) will be valid as if executed in person.

- 1) **Video Conference(s)**: the notary must observe the principal (the witness) execute the document in an initial video conference.

If and only if the document is executed in the course of closing a transaction such as a mortgage or other conveyance of title to real estate, a second video conference is required. In the second video conference, each witness must verify to the notary public that the document subsequently delivered to the notary public (detailed below) is the same document which was executed during the initial video conference.

- 2) **Oath**: the notary and the witness both swear under the penalties of perjury that they are physically present in Massachusetts during the video conference(s). Each witness must identify and disclose any other person present in the room and make that person viewable to the notary public.
- 3) **Satisfactory Proof of Identification**: each witness must provide the notary with satisfactory evidence of identity by displaying it during the video calls and by submitting a copy of the front and back of the identification (with the electronic document or separately) by e-mail. The Notary must retain the copy of the individual’s identification for a period of ten (10) years.

"Satisfactory evidence of identity" includes: 1) a current document issued by a federal or state government agency bearing the photographic image of the individual's face and signature; 2) the oath or affirmation of a credible witness unaffected by the document or transaction who is personally known to the notary public and who personally knows the individual; or 3) identification of an individual based on the notary public's personal knowledge of the identity of the principal. A person who is not a U.S. citizen must, however, produce a valid passport or other government-issued document with photograph and signature. G.L. c.222, §1.

For documents executed in the course of a closing of a transaction involving a mortgage or other conveyance of title to real estate where the witness is not personally known to the notary public, the witness must display a second form of identification containing the witness’: 1) name; and 2) photograph or signature, or otherwise be issued by a government entity, during the initial video conference. This second identification may be: a utility bill or municipal tax bill dated within sixty (60) days of the video conference, a credit or debit card, or social security card.

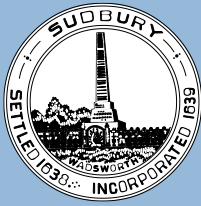
- 4) **Affirmation**: each witness must make an acknowledgment or affirmation to the notary public, as appropriate.

- 5) **Delivery of Documents:** a witness must promptly deliver the executed document to the notary by delivery service, courier, “or other means,” in accordance with the notary’s instruction. The Legislation does not specify whether the document may be transmitted electronically.
- 6) **Stamp and Seal:** after the above process has been completed, the notary public may stamp and sign the executed document, completing the notarial act. With respect to any will, guardianship nomination, health care proxy, power of attorney, trust, caregiver authorization, or authorization under the Health Insurance Portability and Accountability Act (HIPAA), the document is completed when the original counterparts and the notary public’s affidavit (detailed below) are compiled. Such acts may only be performed by an attorney or an attorney-supervised paralegal. Electronic signatures are not permitted for notary public acknowledgements.
- 7) **Affidavit:** the notary public must attach a certificate to the executed document, which will include an affidavit and recital indicating that the document was notarized remotely in accordance with this Act, provided, however, that a failure to include any of the required recitals will not affect the validity or recordability of the document. The affidavit must be retained by the notary public for a period of ten (10) years.

The affidavit must confirm under the pains and penalties of perjury that:

- Identification was received and visually inspected during the initial video conference;
- The notary public obtained verbal assent to record the video conference(s);
- The witness(es) attested to being physically present in the Commonwealth;
- Note anyone who was in the room with the witness(es) and his/her/their relationship to the witness(es);
- The affidavit does not have to be recorded with the executed document, but must be retained by the notary for 10 years. The signature of the witness(es) who participates in said video conference will be valid as if executed in person.

This affidavit does not need to be filed with any document recorded in a Registry of deeds or filed with the land court. Additionally, with respect to Land Court and Registry recordings, a witness’s failure to disclose physical presence in the Commonwealth or the identity of others in the room shall not constitute grounds to set aside title to real property acquired by a third-party mortgagee or purchaser for value.



SUDBURY BOARD OF SELECTMEN

Tuesday, May 5, 2020

8

MISCELLANEOUS (UNTIMED)

8: Discussion and vote Annual Town Election date

REQUESTOR SECTION

Date of request:

Requestor: Chairman Carty

Formal Title: Discussion and potential vote on Annual Town Election date. Town Clerk to provide communications plan and staffing detail. Also feedback and approval from the Board of Health is required.

Recommendations/Suggested Motion/Vote: Discussion and potential vote on Annual Town Election date. Town Clerk to provide communications plan and staffing detail. Also feedback and approval from Board of Health is required.

Background Information:

Financial impact expected:

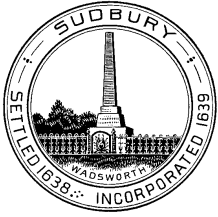
Approximate agenda time requested: 30 minutes

Representative(s) expected to attend meeting: Beth Klein, Town Clerk

Review:

Patty Golden	Pending
Maryanne Bilodeau	Pending
Jonathan Silverstein	Pending
Daniel E Carty	Pending
Board of Selectmen	Pending

05/05/2020 6:00 PM



Town of Sudbury

Office of the Town Clerk

clerk@sudbury.ma.us

<http://sudbury.ma.us/departments/clerk/>

Town Clerk
Town Hall
322 Concord Road
Sudbury, MA 01776
978-639-3351
Fax: 978-639-3340

8.a

May 1, 2020

To: Board of Selectman
Henry Hayes, Town Manager
Maryanne Bilodeau, Asst. Town Manager/Human Resources Director

From: Beth R. Klein, Town Clerk

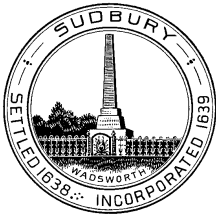
Re: Proposed Logistics plan for June 23, 2020 ATE
Communications Plan

Logistics Plan

At the request of the Board of Selectman, I have put together a set of recommendations on how the ATE could be carried out with the lowest amount of risk to election workers, voters and Town Clerk staff. As we all know, things are changing very quickly. I will be updating this plan as we get closer to the election date.

1. Only 2-6 voters allowed into polling place at a time.
2. Masks or face coverings will be required for all voters if the Bd. of Health mandate is still in effect. Hand wipes will be available for voters.
3. There will be tape on the floor at 6 ft. intervals to allow for social distancing from the front entrance to the check in table and to the checkout table and ballot machine.
4. We can also mark out 6 ft. intervals outside the polling place for those waiting in line.
5. Only one voter at a time will be allowed in front of check in and check out per precinct.
6. Voting booths will be blocked off so only certain ones can be used to maintain social distance.
7. There will be an extra table in front of check in and check out tables -so voters cannot come within 6 ft. of an election worker.
8. After the Voter checks in they will pick up the ballot from the table in front of them, a pen that has been sanitized or they can use their own pen, take it to the voting booth, fill out the ballot and take it to the checkout table and insert the ballot into the voting machine and leave.
9. There should be no other contact with other voters or election workers.
10. Hand sanitizer will be provided at the exit unless they have gloves.

Attachment 8.a: TC memo to BOS re -ATE (3827 : Discussion and vote Annual Town Election date)



Town of Sudbury

Office of the Town Clerk

clerk@sudbury.ma.us

<http://sudbury.ma.us/departments/clerk/>

Town Clerk
Town Hall
322 Concord Road
Sudbury, MA 01776
978-639-3351
Fax: 978-639-3340

8.a

11. All election workers will be provided with gloves and face coverings unless they can bring their own. Hand sanitizer and wipes will be provided to all election workers. Voting booths, tables and surfaces will be sanitized throughout the day.*
12. Have new pens on each table that can be taken by voter, they can keep them or drop in bucket on way out. Pens will be sanitized after each use.
13. Voters will exit through handicap entrance
14. Check in and check out table will only have one poll worker instead of two.
15. To reduce risk to election workers, reduce election hours to 8 hours from 13 hours.
16. Have 2 – 4 hour shifts instead of two 7 hr. shifts.
17. We will provide individual water bottles for election workers, but will not supply food or coffee
18. Poll workers would have to bring their own snacks.
19. Voters should be prepared to complete their ballots as quickly as possible and to immediately leave the polling place after they check out.

*If the Town is unable to provide sufficient PPE for election workers and staff, then the election should not be held.

Communications Plan

- Reverse 911 call- announcing new election date and availability of Absentee Voting and Early Voting to every land phone and cell phone
- Email notification to residents with link to absentee ballot application
- Post Information on front page of town website
- Circulate information via social media
- Put information in Annual Town Meeting Warrant which gets mailed to every household
- Mail absentee ballot applications to every household- (most expensive option)
 - Sent to approximately 7, 000 households
 - Postage could run as high as \$3850
 - Will look into the cost of having outside vender send out mailing
- There is already information on the Town Clerk's website and links to absentee ballot applications
- Publish news brief in Town Crier
- Use DPW flashing signs and other town signage

Attachment 8.a: TC memo to BOS re -ATE (3827 : Discussion and vote Annual Town Election date)

COVID-19 ELECTION FAQs

Q. Can I postpone my municipal election?

A. Yes. Any annual or special municipal election scheduled to be held on or before May 30th can be postponed to a date no later than June 30th.

Q. How do I postpone my election?

A. Under the new law, the select board, town council or board of registrars may vote to postpone your election. Please note that the vote must occur at a meeting held in accordance with the Open Meeting Law, which has been modified in light of the COVID-19 State of Emergency Declaration by the Governor.

Q. Do we need to choose the new date right now?

A. No. You can vote to postpone the election now and then choose the new date at a later time. The vote on the new date can only be taken by the select board or town council and only after consultation with the local election official and chief operating officer of the municipality as to logistics and feasibility. Further, the vote to reschedule must be done no later than 20 days before the new election date.

Q. How do I postpone my town meeting?

A. Town meeting postponements are covered under different laws – sections 9 or 10A of chapter 39 of the General Laws, or by continuing a town meeting by less than a quorum meeting only to continue the meeting to a new time, date and place. For a meeting that has already been posted, G.L. c.39, section 10A allows a moderator to move or postpone a town meeting for up to 30 days in the case of a public safety emergency. The Governor has pending legislation on moving town meetings and lowering quorums. We will update you if that legislation is passed.

Q. If I move my election, do I have to post a new warrant?

A. Maybe. If you are only changing the date of the election and the select board has already approved the warrant, you do not need to post a new one. Until a new election date is sent, you can just write "POSTPONED" on the original warrant. Once the new date is set, write that new date on the warrant with the date of the vote. If the select board vote to change any polling places (which has to be 20 days before the election) or to modify the polling hours for the new election, you will need a new warrant. If the select board has not already approved a warrant for your original election date, you will need a new warrant with the new election date.

Q. What notice do I have to provide about the new election date?

A. You need to post a copy of the law, the vote of the select board, and a sample ballot to your website (if you have one) at least 20 days before the new date of the election. Notice of the election may also be provided by reverse 911 call, press release, local cable tv ads, etc.

Q. Will terms expire before the new election is held?

A. No. As always, local officials serve until their successors have been elected and sworn in.

Q. Can I change the date of my election even though my town by-laws require a specific date?

A. Yes. The legislation provides this process for all municipal elections even if a by-law or charter provision establishes a different date.

DEADLINES

Q. Do nomination paper deadlines change?

A. No. The legislation only provides for a new election date and does not affect any candidate filing deadlines.

Q. If our filing deadlines have not yet passed, can we change the candidate deadline dates to the new election?

A. No. The legislation only provides for moving the date of the election, but does not include moving candidate filing deadlines. Since the legislation specifies that ballots do not need to be re-printed, it is the opinion of this office that nomination paper and ballot question deadlines do not change when an election is postponed, but you may contact your town counsel for their opinion on how to change deadline dates, such as seeking a court order or special legislation.

Q. Does the voter registration deadline change for a postponed town election?

A. Yes. The voter registration deadline for a postponed town election is 10 days before the new date of the election.

Q. Does the voter registration deadline change for a postponed town meeting?

A. Maybe. If the meeting is opened and continued to another time, date and place certain, then, no. If a declaration is made under the provisions of General Laws chapter 39, section 10A, then no. Under that law, if a moderator is postponing a town meeting, they are actually recessing the town meeting until a later date and time. This means that the town meeting has technically begun as of the original date, which also means that the original voter registration deadline stands. If a meeting is delayed under the provisions of section 9 of chapter 39 of the General Laws, then yes, the voter registration deadline changes.

Q. What if my town meeting and town election were called on the same warrant?

A. Even if your town meeting and your election were originally called on the same warrant, if your election was postponed, there will be a new voter registration deadline for the new election date, so it is highly likely you will need to hold separate registration sessions for the meeting and the election.

Q. Do I still need to hold in person voter registration sessions for a postponed election?

A. Yes, but the hours have been shortened. Registration sessions must be held on the registration deadline from 2 p.m. until 4 p.m. and from 7 p.m. until 8 p.m. As always, you may make alternate arrangements for voter registration, such as leaving mail-in forms at the police station for voters to complete and leave with a member of staff there.

BALLOTS

Q. If the election date is postponed, do I need to print new ballots?

A. No. The law specifies that ballots already printed with the original election date shall be used for the new election date. If you need to print additional absentee ballots, they should be identical to the ones you already used, original election date and all.

Q. If I haven't printed my ballots yet, do I put the new election date on them?

A. If you've moved your election and the new date is been voted before printing your ballots, you may print them with the new date of the election.

Q. What do we do if we need additional AV-7 or EV-7 envelopes?

A. If you need additional envelopes, please contact the Elections Division.

ABSENTEE/EARLY BALLOTS

Q. Do I need to send a new absentee ballot to voters who already got one?

A. No. The ballots already sent to voters and returned are still valid.

Q. Should I wait to send absentee ballots until we have chosen a new election date?

A. No. You should not wait to send absentee ballots and instead should send as soon as possible. You may want to consider including an insert explaining that the election date has been moved and that the ballot will be due back to your office by the close of polls on that date, as well as information on where to find information on the new date.

Q. Who qualifies for an absentee ballot?

A. Under existing state law, a voter only qualifies to vote absentee if they will be absent from the city or town during the voting hours, a religious belief prevents them from going to the polling place or a physical disability prevents them from going to the polling place. The new law specifies that any person taking a precaution related to COVID-19 qualifies for an absentee ballot by reason of physical disability. This would include those who are sick, self-quarantined, or simply choosing not to go to a public place for their own safety or for a family member's safety. Please note that for now, this applies to elections held through the end of June, even if they are not delayed.

Q. Do I have to allow early voting for municipal elections and special state elections?

A. Yes. Early voting by mail applies to all elections held on or before June 30th. There is no early voting in person for any municipal or special state elections.

Q. Who can vote early by mail?

A. Any voter can vote early by mail in any election held on or before June 30th.

Q. What if we do not change the date of our municipal election—does early voting by mail still apply?

A. Yes. Early voting by mail applies to all applies to all elections held on or before June 30th, even if you do not change the date of your municipal election. For example, if your municipal election is scheduled for May 19th and the town does not vote to postpone that election date to a later time, all voters can early vote by mail for your municipal election.

Q. How will early voting by mail work?

A. Any local or state election being held on or before June 30th must include early voting by mail. Applications have been emailed to you and are also available for download on our website. You will use absentee ballots for your early voters, but those ballots will be inserted into EV-7 envelopes, not AV-7 envelopes. Early ballots can be mailed as soon as they are available (so, once you have your absentee ballots) and have the same application and return deadlines as absentee ballots.

Q. Can we require all voters to vote by mail?

A. No. You cannot limit voting opportunities. A voter who wants to vote early by mail can do so by submitting an application or other written request. Otherwise, voters must still be provided the option of voting in person at their polling place on election day.

ELECTION DAY**Q. How many hours do we have to have polls open when the election is held?**

A. For town elections, state laws require that polls must open no later than 12 p.m. and must be open for a minimum of 4 hours. Please keep in mind that a reduction of hours may result in more crowding of the polling places. Also, you will need to check your charter or by-laws that may require specific hours for voting.

Q. Can I get a waiver for the required number of poll workers?

A. Yes. For now, however, you should make every attempt to have a full complement of workers. If you are unable to fully staff your election as the new date approaches, we will support you in making reasonable adjustments, such as staffing the check-in and check-out tables with only one inspector or sharing wardens and clerks for multiple precincts in the same building. A great resource for poll workers are those who are temporarily not working such as teachers and those in the hospitality industry such as restaurant servers.

Q. What if I need to move my polling places?

A. Any changes to polling places must be made at least 20 days before the election date. Since the new law has given you more time until the election, you also have more time to move your polling places, if necessary. If staffing is a concern, you may want to

consider condensing polling places into fewer buildings, so you have more flexibility with poll workers. If your access to your current polling places is restricted, you may want to look into alternatives. If you use schools, churches, senior centers, etc. for polling places, you may need to find alternate locations or find out if your town would be willing to hire a professional cleaner to come in afterward to disinfect the building.

Answers to Frequently Asked Questions -from the Office of the Secretary of the Commonwealth

I am writing to provide some information in response to some questions this office has recently received relative to the conduct of future elections. Accordingly, below please find the questions and answers. Please note that these answers are based on state law. We have no authority to waive or change these requirements.

Q. Can we conduct our municipal election entirely by mail? Can we simply mail ballots to all voters for our municipal elections?

A. No. State laws require each city and town have polling places for each precinct (G.L. c. 54, § 24) and hours (G.L. c. 54, § 64) for voting on election day. You can, however, encourage voters to vote early by mail or by absentee ballot for any municipal election being held before June 30th. However, please note that any voter who wants to vote early or absentee, must first submit an application. While you can't send every voter a ballot, you could send every voter an application for either an early ballot or absentee ballot for any election held before June 30th.

Q. Can we allow for drive-thru voting?

A. No. Under our state laws, you must have polling places, which must be accessible. There are a host of other issues with the concept of drive-through voting, both logistical and legal. Some of those include how to process voters who come to the polling place via carpool or in a senior center van and are registered in different precincts. Then there's the issue of voters who do not have cars or who normally walk to the polling place. Additionally, the AutoMark must be available for all voters, which wouldn't be compatible with voting in your car. In short, the process for voters voting in a polling place must be equal to all voters. Also, all polling places must provide an area for observers, even if you've never had them in the past, they are legally allowed to be there.

Some other issues includes weather. If it's raining or just humid, the ballots will likely be affected and having your tabulators outside could cause damage. In addition, the ability to run power to those tabulators would be an issue. Additionally, since the voter is supposed to insert the ballot into the tabulator on their own, that cannot happen from a car. Further, the liability from a public safety perspective is huge, in my opinion. No matter how many lanes you set up, one bad driver (or impatient one who doesn't want to wait while the inactive voter in the car in front of them fills out their affirmation and has to dig through the back seat to get their purse to find their ID) will shut down your entire election and could result in bodily harm to poll workers and other voters.

Q. Can we conduct voting outside?

A. Maybe. As noted above, you must have a "polling place" for each precinct and each such polling place must be accessible. So, conceivably, you could set up a polling place outdoors, but the same issues with drive-thru voting are applicable in addition to other considerations. Whatever area you propose to use would need to be "suitably equipped" including a level surface (so no fields—must be paved and all level), adequate lighting and security around the area. Power for the equipment and covering for the area would also be necessary. If it were windy on election day like it was on Monday, you wouldn't be able to conduct the election safely if it were outside, even under a tent, which would likely just blow away.

Please note that any space you use for voting must be set up as a polling place. Accordingly, it must have a check-in table, voting booths (including an accessible booth), the AutoMark, a check-out table,

and the tabulator or ballot box. These must be inside a guard rail and set up separately for each precinct.

Q. Can we reduce the hours the polls are open?

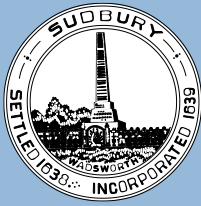
A. Maybe. Under the provisions of General Laws chapter 54, section 64, the BOS can set the hours for polls to be open. However, if you have a bylaw that sets your voting hours, you'll need to consult with your town counsel about how the bylaw affects the ability to change hours.

Q. Can we set aside separate voting hours for voters over 60 (like the grocery stores offer for shopping)?

A. No. The law does not allow for different hours for different voters. You can, however, encourage such voters to vote early by mail.

We hope this is helpful.

Michelle K. Tassinari
Director and Legal Counsel, Elections Division
Office of the Secretary of the Commonwealth
One Ashburton Place, Room 1705
Boston, MA 02108
617-727-2828

**SUDBURY BOARD OF SELECTMEN**

Tuesday, May 5, 2020

MISCELLANEOUS (UNTIMED)**9: Town Meeting action****REQUESTOR SECTION**

Date of request:

Requested by: Patty Golden

Formal Title: Review Town Meeting articles, possibly take positions on articles, and assign motions and presentations.

Recommendations/Suggested Motion/Vote: Review Town Meeting articles, possibly take positions on articles, and assign motions and presentations.

Background Information:
Attached updated articles list.

Also attached information

article #22 - Dutton Road Easement (Dan Nason to discuss);
article #34 - National Development/ Meadow Walk liquor license request
article #53- feedback from Chief Nix/Dan Nason re: petition article from Bruce Porter on
Bicycle Safety

Financial impact expected:

Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

Patty Golden	Pending
Maryanne Bilodeau	Pending
Jonathan Silverstein	Pending
Daniel E Carty	Pending
Board of Selectmen	Pending

05/05/2020 6:00 PM

ATM 2020 Articles

9.a

#	Article Title	Sponsor/ Submitted by	Article Presenter	BOS Position	FinCom Position	Report BOS position at ATM	Funding Source	Requested Amount	Required Vote	Consent Calendar	
	IN MEMORIAM RESOLUTION										
	FINANCE/BUDGET										
1	Hear Reports	BOS			n/a		n/a	n/a	Majority		
2	FY20 Budget Adjustments	BOS			n/a		Free Cash	350,000	Majority		
3	FY21 Budget	Town Mgr			2-4		Various	\$105,664,852	Majority		
4	FY21 Capital Budget	Town Mgr			3-2-1		Free Cash	\$672,076	Majority		
5	FY21 Transfer Station Enterprise Fund Budget	Town Mgr					Enterprise Receipts	\$429,978	Majority		
6	FY21 Pool Enterprise Fund Budget	Town Mgr					Enterprise Receipts	\$473,559	Majority		
7	FY21 Recreation Field Maintenance Enterprise Fund Budget	Town Mgr					Enterprise Receipts	\$253,633	Majority		
8	FY20 Snow & Ice Transfer	Town Mgr					Free Cash	\$115,000	Majority		ESTIMATED
9	Unpaid Bills	Town Accountant					n/a	n/a	Four-fifths		
10	Chapter 90 Highway Funding	DPW Director		5-0 support			n/a	n/a	Majority	X	
11	Stabilization Fund	BOS			8-0		Free Cash	\$40,496	Majority		
12	Goodnow Library Services Revolving Fund (new)	Library Director		5-0 support			n/a	n/a	Majority		
13	FY21 Revolving Fund limits	BOS					n/a	n/a	Majority	X	
14	Capital Stabilization Fund	Town Mgr					Free Cash	\$250,000	Majority		
15	Fund Litigation Costs - Eversource	Town Mgr					Free Cash	\$150,000	Majority		ESTIMATED
16	Post-Employment Health Insurance Trust Funding	Town Mgr					HI Trust Fund	\$211,867	Majority		
17	CSX Corridor	BOS					Debt Excl		Two-thirds if borrowed		
18	Fairbank Community Center Design and Construction Funds	BOS			4-4		Debt Excl	\$28,832,000	Two-thirds if borrowed		
19	WITHDRAWN										
20	Construction of Housing/Living Addition - Fire Station #2	Fire Chief					Overlay; Fr Cash; sale of old police station	\$4.1M	Two-thirds if borrowed		
	CAPITAL ARTICLES										
21	Purchase Fire Dept. Ambulance	Fire Chief		5-0 support	8-0; CIAC 4-0		RRA	\$340,000	Majority		

Attachment9.a: Articles list ATM 2020 05.05.20 (3829 : Town Meeting action)

5/1/2020

Page 1

NS-not support; S-support; IP-Indefinitely Postpone; RTM-Report at Town Meeting

Packet Pg. 137

ATM 2020 Articles

9.a

#	Article Title	Sponsor/ Submitted by	Article Presenter	BOS Position	FinCom Position	Report BOS position at ATM	Funding Source	Requested Amount	Required Vote	Consent Calendar
22	Dutton Road Bridge Project - Easements	DPW Director							Majority	
23	WITHDRAWN									
24	Front End Loader with Plow	WITHDRAWN								
25	Roadway Drainage Improvements	DPW Director			8-0		Free Cash	\$120,000	Majority	
26	Old Sudbury Road Culvert Design	DPW Director			8-0		Free Cash	\$100,000	Majority	
27	Multi-purpose Sidewalk Tractor	WITHDRAWN								
28	Dump Truck with Plow	DPW Director			2-4		Free Cash	\$110,000	Majority	
29	One-Ton Dump Truck with Plow, Spreader and Wing	DPW Director			2-4		Free Cash	\$140,000	Majority	
30	6-Wheel Combo Body Dump Truck with Plow and Spreader	DPW Director			2-4		Free Cash	\$260,000	Majority	
31	Sudbury Public Schools Surveillance Cameras	SPS Committee			8-0		Free Cash	\$261,023	Majority	
32	Sudbury Public Schools Playground Improvement	SPS Committee			8-0		Free Cash/ grants/old articles	\$333,000	Majority	
33	Sudbury Public Schools Non-resident Tuition Fund	SPS Committee		5-0 support	8-0		n/a	n/a	Majority	
34	Authorize BOS to petition for an additional alcohol pouring license for Meadow Walk development	BOS			n/a		n/a	n/a	Majority	
35	Acceptance of Provisions of the Massachusetts Veterans' Brave Act M.G.L. Chapter 59, Sect. 5, clause twenty-second H	Board of Assessors		5-0 support	8-0		n/a	Annual RE Tax	Majority	
36	Addition of Associate Member to the Historic Districts Commission	HDC		5-0 support	n/a		n/a	n/a	Majority	X
37	Amend Zoning Bylaw, Article IX: Remove Section 4800. Temporary Moratorium on Marijuana Establishments and insert Section 4800. Solar Energy Systems	Planning Board			n/a		n/a	n/a	Two-thirds	
38	Amend Zoning Bylaw, Article IX: Insert Section 5600. Inclusion of Affordable Housing	Planning Board			n/a		n/a	n/a	Two-thirds	
CONSERVATION COMMISSION ARTICLES										
39	Exchange of Real Property - Brimstone lane parcels	ConComm					n/a	n/a	Two-thirds	
40	Transfer Care & Custody of Town-Owned Water Row parcel to Conservation Commission (H11-401)	ConComm		5-0 support			n/a	n/a	two-thirds	

Attachment9.a: Articles list ATM 2020 05.05.20 (3829 : Town Meeting action)

5/1/2020

Page 2

NS-not support; S-support; IP-Indefinitely Postpone; RTM-Report at Town Meeting

Packet Pg. 138

ATM 2020 Articles

9.a

#	Article Title	Sponsor/ Submitted by	Article Presenter	BOS Position	FinCom Position	Report BOS position at ATM	Funding Source	Requested Amount	Required Vote	Consent Calendar
41	Transfer Care & Custody of Town-Owned Water Row parcel to Conservation Commission (H11-305)	ConComm		5-0 support			n/a	n/a	two-thirds	
CPC ARTICLES										
42	Community Preservation Fund - Historic Resource Inventory Survey	CPC		5-0 support			CPA Receipts	\$30,000	Majority	
43	Community Preservation Fund - Removal of Invasive Species from King Philip Woods	CPC		5-0 support			CPA Receipts	\$47,000	Majority	
44	Community Preservation Fund - Design of Wayside Inn Road Bridge over Hop Brook	CPC		5-0 support			CPA Receipts	\$125,000	Majority	
45	Community Preservation Fund - Remediation of Water Chesnuts from Hop Brook Pond System	CPC		5-0 support			CPA Receipts	\$180,000	Majority	
46	Community Preservation Fund - Sudbury Housing Authority Acquisition, Creation, Preservation, and support of Affordable Rental Housing	CPC		5-0 support			CPA Receipts	\$259,000	Majority	
47	Community Preservation Fund - Regional Housing Services Office (RHSO) membership fee	CPC		5-0 support			CPA Receipts	\$30,000	Majority	
48	Community Preservation Fund - Library Historic Room Conversion	CPC		5-0 support			CPA Receipts	\$150,000	Majority	
49	Community Preservation Fund - Reversion of Funds	CPC		5-0 support				\$46,333	Majority	
50	Community Preservation Fund - General Budget and Appropriations	CPC		5-0 support			CPA Receipts	\$2.59M	Majority	
PETITION ARTICLES										
51	Acquire ¼ mile of CSX Corridor (Station Rd to Rt 20)	Simon						300,000	Two-thirds. If borrowed	
52	Expedite completion of BFRT	Simon					n/a	n/a	Majority	
53	Bicycle safety road signs	Porter		3-2 support			n/a	n/a	Majority	
54	Cost/benefit study on burying overhead utility lines	Pathak					n/a	n/a	Majority	
55	Polystyrene reduction	LS students		4-1 support			BOH supports	n/a	Majority	
56	Checkout bag charge	LS students		4-1 support			BOH supports	n/a	Majority	

Attachment 9.a: Articles list ATM 2020 05.05.20 (3829 : Town Meeting action)

5/1/2020

Page 3

NS-not support; S-support; IP-Indefinitely Postpone; RTM-Report at Town Meeting

Packet Pg. 139

ATM 2020 Articles

9.a

#	Article Title	Sponsor/ Submitted by	Article Presenter	BOS Position	FinCom Position	Report BOS position at ATM	Funding Source	Requested Amount	Required Vote	Consent Calendar	
57	Disposable plastic pollution reduction bylaw (straws & stirrers)	LS students		4-1 support			BOH supports	n/a	Majority		

Attachment9.a: Articles list ATM 2020 05.05.20 (3829 : Town Meeting action)

5/1/2020

Page 4

NS-not support; S-support; IP-Indefinitely Postpone; RTM-Report at Town Meeting

Packet Pg. 140

Golden, Patricia

From: Hayes, Henry
Sent: Tuesday, April 21, 2020 7:04 PM
To: Golden, Patricia
Subject: Fwd: Dutton Road Bridge Easement - SB Agenda Request
Attachments: image002.jpg; ATT00001.htm; image004.jpg; ATT00002.htm; Easement Plan 04-16-2020.pdf; ATT00003.htm; BOS Agenda Request for easements.doc; ATT00004.htm

Info

—Henry

Respectfully,
 Henry Hayes
 Sudbury Town Manager

Begin forwarded message:

From: "Nason, Dan" <NasonD@sudbury.ma.us>
Date: April 21, 2020 at 6:12:00 PM EDT
To: "Hayes, Henry" <HayesH@sudbury.ma.us>, "Jones, Elaine" <JonesE@sudbury.ma.us>
Subject: Dutton Road Bridge Easement - SB Agenda Request

Henry and Elaine,

Attached is a SB agenda request for the Dutton Road Bridge Easements. Also attached is a plan showing these easements for discussion purposes. I am attempting to obtain a better visual aid from the surveyor/engineers to present for more clarity on the night of the meeting. I will forward if I receive in time. I will attend the meeting regardless to present and answer questions if needed.

Regards,
 Dan Nason, Director
Sudbury Public Works Department
275 Old Lancaster Road
Sudbury, MA 01776
 t: 978.440.5490 f: 978.440.5404
 e: nasond@sudbury.ma.us

Attachment9.b: Nason_email_dutton easement (3829 : Town Meeting action)

AGENDA REQUEST - Item #x

BOARD OF SELECTMEN

Requestor's Section:

Date of request: 4/21/2020

Requestor: Dan Nason, Public Works Director

Action requested (Who, what, when, where and why): See vote

Financial impact expected: N/A

Background information (if applicable, please attach if necessary):

The Dutton Road Bridge replacement project (May 7, 2018 ATM Article 24) requires both temporary and permanent construction easements in order to satisfy the design as dictated through environmental and structural permitting. The temporary easements include areas temporarily disturbed by construction on abutting properties while the permanent easements are required where the footings, wing walls and superstructure encroach on abutting properties. These are necessary easements in order to construct the bridge and associated work.

Recommendations/Suggested Motion/Vote:

Person(s) expected to represent Requestor at Selectmen's Meeting: Dan Nason, Public Works Director

Selectmen's Office Section:

Date of Selectmen's Meeting: 4/28/2020

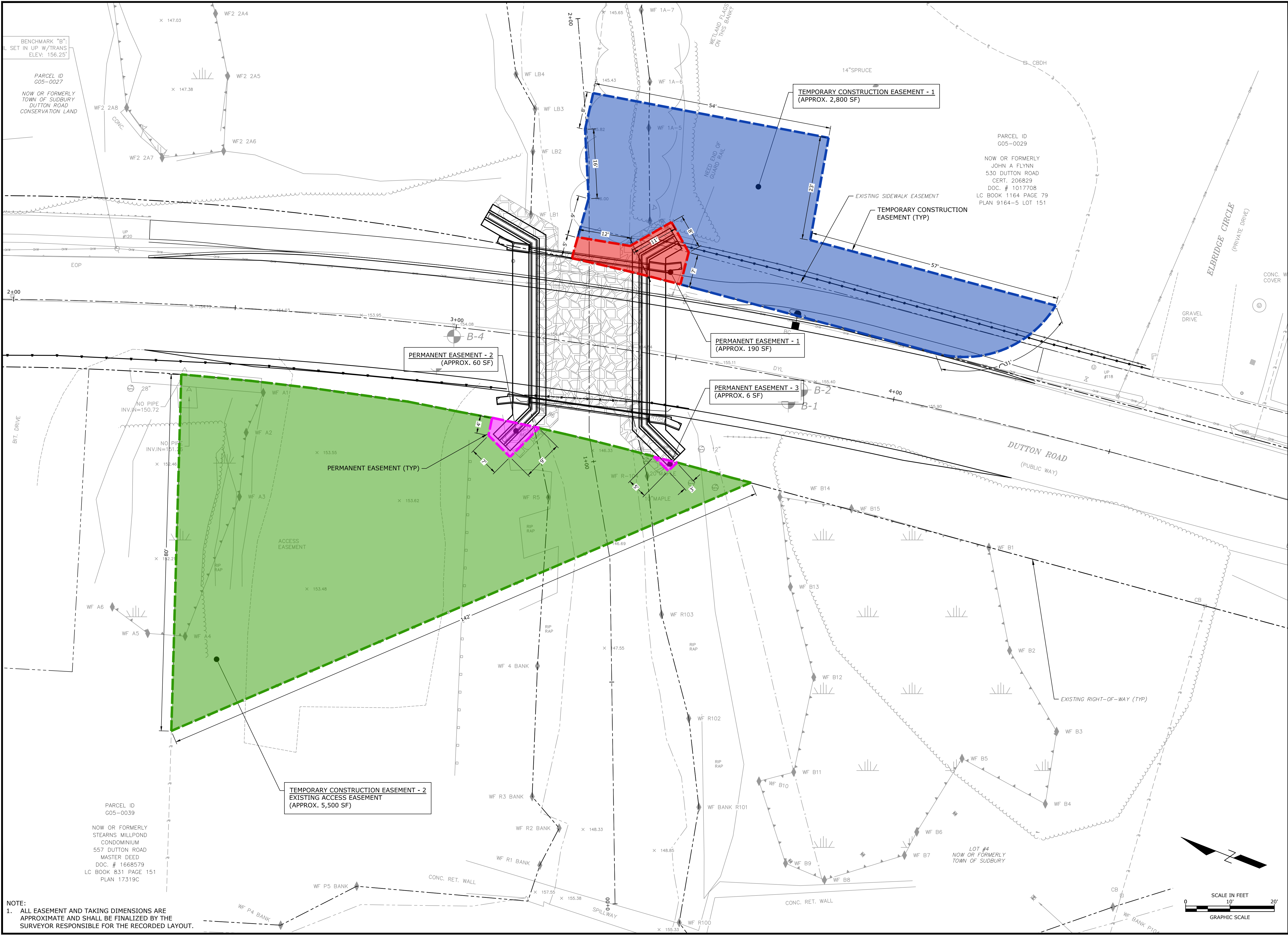
Board's action taken:

Follow-up actions required by the Board of Selectmen or Requestor:

Future Agenda date (if applicable):

Town Counsel approval needed? Yes () No (x)

Attachment9.b: Nason_email_dutton easement (3829 : Town Meeting action)



CONCEPTUAL PLANS
NOT FOR
CONSTRUCTION

Dutton Road Bridge Replacement

Town of
Sudbury

Sudbury,
Massachusetts

MassDOT Bridge No.
S-31011, BIN 7QD

MARK	DATE	DESCRIPTION
PROJECT NO:	S5013-002	
DATE:	April 23, 2020	
FILE:	S5013-002-C-DSGN.DWG	
DRAWN BY:	AGB	
CHECKED:		
APPROVED:		

RIGHT-OF-WAY &
EASEMENT PLAN

SCALE: AS SHOWN

ROW-1

ARTICLE _34_ Authorize Board of Selectmen to Petition for an Additional Alcohol Pouring License for Meadow Walk Development

To see if the Town will vote to authorize the Board of Selectmen to petition the General Court to adopt legislation allowing for the Town to grant one (1) additional license for the sale of all alcoholic beverages to be drunk on the premises to the holder of a common victualler license for a sit-down restaurant located within the development known as Meadow Walk, 534 Boston Post Road, in Buildings 2,3,4 or 5, within the “Mixed-Use Overlay District” as more particularly shown on a plan on file with the town clerk; provided, however, that the General Court may make clerical or editorial changes of form only to the bill, unless the Board of Selectmen approve amendments to the bill before enactment by the General Court; and, provided further that the Board of Selectmen is hereby authorized to approve amendments which shall be within the scope of the general public objectives of this petition, or take any other action related thereto.

Attachment9.d: warrant_article_re_Meadow_Walk_-alc_license_special_act_(3829 : Town Meeting action)

From: [Carty, Daniel](#)
To: [Board of Selectmen](#)
Cc: [Hayes, Henry](#); [Blodeau, Maryanne](#)
Subject: Fw: Sudbury Liquor License
Date: Wednesday, April 15, 2020 8:35:01 AM

FYI
 Dan

From: Frank, Leila
Sent: Tuesday, April 14, 2020 9:58 PM
To: Carty, Daniel
Subject: FW: Sudbury Liquor License

Hi Dan,

I happen to be listening in to the BOS meeting at the moment. Please see below regarding National Development – no changes on their part regarding the article.

Thank you,
 Leila

From: Leah Harsfield [mailto:LHarsfield@NatDev.com]
Sent: Friday, April 10, 2020 3:46 PM
To: Frank, Leila <FrankL@sudbury.ma.us>
Cc: Jack O'Neil <JOneil@NatDev.com>
Subject: RE: Sudbury Liquor License

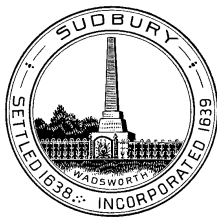
Leila-

I hope you are staying safe and healthy in these unprecedented times. In speaking with some of our colleagues in Sudbury this week we understand that BOS was looking for an update from National Development on the warrant article for the additional liquor license. We understand that a date has not been secured for Town Meeting yet, but this may be scheduled for June 15, 2020. So you are aware, there have been no changes to our plans. The restaurant tenant is eager to get open and we are still hoping to secure the vote to move forward with the additional liquor license. Please let me know if you require any additional information at this time.

Stay well,
 Leah

Leah Harsfield
 Senior Vice President, Asset Management, and Director of Leasing
 617-559-5014
lharsfield@natdev.com

Attachment9.e: Fw_ Sudbury Liquor License (3829 : Town Meeting action)



Town of Sudbury

CONSERVATION

275 Old Lancaster Rd.
Sudbury, MA 01776
Tel: 978-440-5471
Email: caponel@sudbury.ma.us

Wetlands • Conservation Land Management • Land Protection • Stormwater

To: Conservation Commission
From: Lori Capone, Conservation Coordinator
Date: May 4, 2020
Re: Report for May 5, 2020 Conservation Commission Meeting

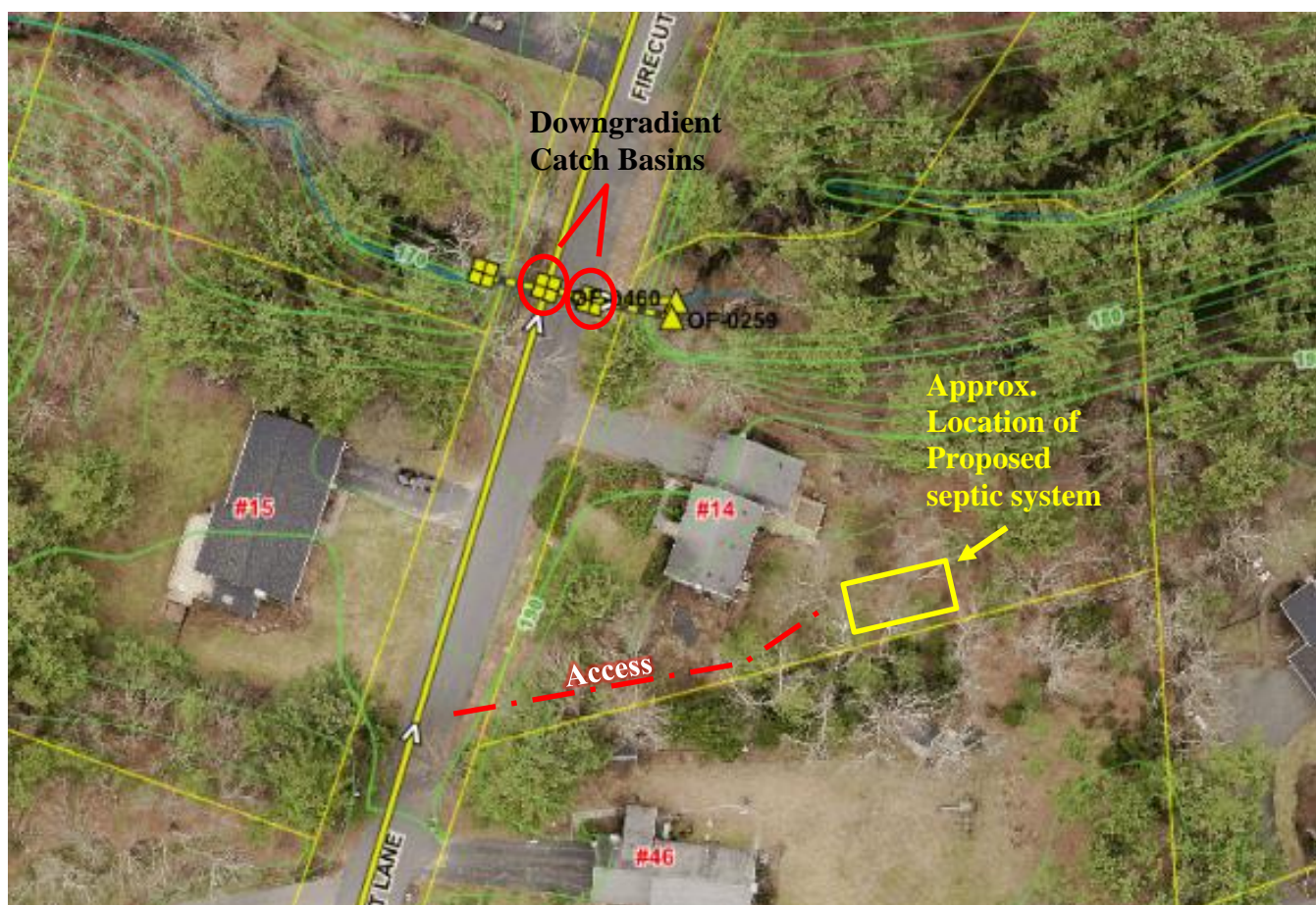
New Wetland Applications:

1. **Request for Determination of Applicability: 14 Firecut Lane:**

Applicant: Debbie Dineen

Representative: Mike DiModica

Project Description: To replace a septic system within the 200-foot Riverfront Area pursuant to the Wetlands Protection Act and the Sudbury Wetlands Administrative Bylaw.



Resource Area: Work is located in the outer riparian zone to a perennial stream that is a tributary to Stearns Mill Pond. Work is located mostly in an area of existing lawn, with a portion of the area currently vegetated with raspberry. The system is proposed as far as possible from the resource area. The work area is generally flat. The site slopes steeply down towards the river. The site also slopes down towards Firecut Lane.

Attachment9.f: Conservation Commission Meeting Report 050520 (3829 : Town Meeting action)



Location of stream with associated BVW, well down gradient of project site with vegetated buffer.



View from top of slope towards resource area

Proposed Work: The system is proposed 135 feet from the Mean Annual High Water Mark of the stream and is an additional 45 feet from the stream than existing conditions. There are 3 small pines in the front (all less than 6 inch in diameter) and one 20-inch pine in the back by the fence that need to be removed for access for equipment. There is no change in grading or enlargement of the system proposed. Disturbed areas will be loamed and seeded following construction.



No erosion controls are not being proposed. Because the rear of the lot is flat, I concur that erosion controls are not necessary to contain any potential erosion from the work area. The access into the site, however, is steep and will be disturbed by machinery and trucks entering and existing the site. As this area slopes towards the road, I asked that silt sacks be installed at the downgradient catch basins to prevent any soil that may be tracked into the roadway, from being carried to the resource area.



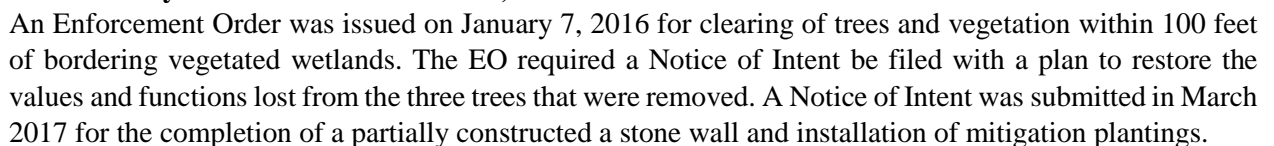
View of access towards Firecut Road

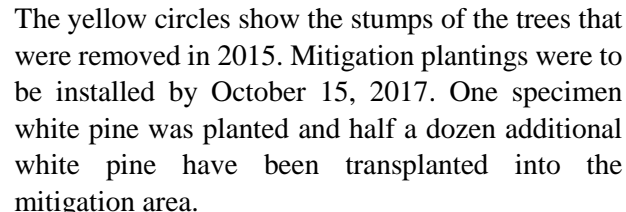


View of access into site from Firecut Road

- 1) Following installation of silt sacks in the down gradient catch basins but prior to commencement of work, a pre-construction shall be held on site with the contractor and the Conservation Coordinator.
- 2) Following stabilization of disturbed areas, the applicant shall submit a letter confirming the project was conducted in accordance with this Determination.

2. **Greenspire Inc.: Lot 4 and 5 Fairbank Road, DEP File 301-1149:** This Order was issued in 2015 for the construction of a single family house. The Commission granted a one-year Extension in 2018 and a second one-year Extension in 2019. Site clearing commenced in 2019 but construction has not commenced as the developer is still looking for a buyer. Beth and Kevin Cosgrove will be present to request an additional year Extension on this Order. The Conservation Restriction that was required as part of this development has been executed.

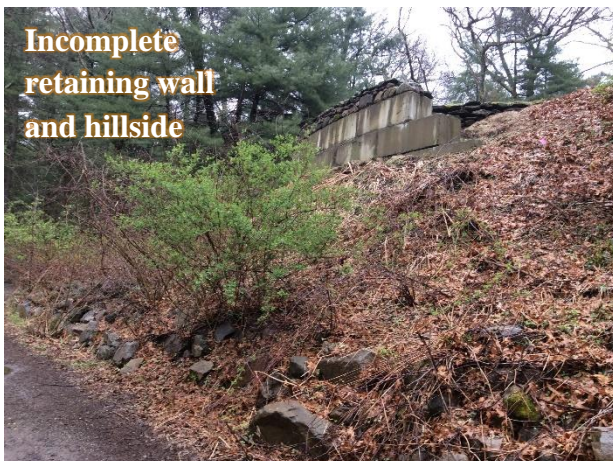






Work to be completed:

Completion of the remaining 70 linear feet of retaining wall, located outside buffer zone, but access may be needed from the gravel driveway within buffer zone. Work also includes replanting the hillside downgradient of the retaining wall, following construction. The approved planting plan for the hillside included juniper and ginger, and a native seed mix. Honeysuckle, multi-flora rose, burning bush, and bittersweet on the hillside will be removed.



Recommendation: Given the project scope and regulation governing this project have not changed, I recommend issuing a 1-year Extension to the Order of Conditions.

Certificates of Compliance:

4. **27 Hopestill Brown Road, 301-467:** This is an outstanding Order from 1995 for the construction of an addition. The project was constructed in accordance with the approved plans and Order of Conditions. I recommend issuance of a Certificate of Compliance to close out this project.
5. **30 Meadow Drive, 301-1098:** This Order is from 2013 for the construction of a porch and deck over an existing lawn area and the expansion of lawn within the outer Riverfront Area. The project was constructed per plan and mitigation in the form of invasive species removal and removal of lawn has been provided. I recommend issuance of a Certificate of Compliance to close out this project.

Order of Conditions Modification:

6. **Nersessian: 555 Dutton Road, DEP #301-1270:** This filing was the result of a wetlands violation for removing trees within the outer riparian zone. The property is located just north of the Stearns Mill Dam. The Order required phase one of plantings, 5 hemlock trees, to be planted last fall, which

completed. The remainder of the plantings, 29 shrubs, were to be done by June 1, 2020. The homeowner is requesting a one-year extension to plant the remainder of plants due to present economic hardships. This request is to extend the requirement of this one condition within the Order, the Order itself is valid through August 2022.



Below are the hemlock that have been installed.



Recommendation: Given the current health issue and the financial impact it is having any many people, I recommend the Commission allow an additional year to install the remaining plantings. At a minimum I recommend that Commission at least extends this requirement till the fall.

Emergency Certification:

7. **586 Peakham Road:** The Board of Health has been working with the landowner at 586 Peakham Road to replace the existing failed septic system. The system was located about 50 feet from wetlands and was causing significant breakout of septic onto the ground. The Commission had approved the installation of this system in 2006. The system will be replaced in the same location approved in the 2006 filing. Given the health issue this breakout is causing, the Board of Health deemed the current situation a hazard to health and safety which allows the Commission to issue an Emergency Certification to allow work to proceed. An after the fact Notice of Intent will be filed for this project. The Commission needs to vote to ratify the Emergency Certification.

Other Business:

8. **Assabet River National Wildlife Refuge Hunting Plan:** I had sent this out to you to determine whether the Commission wanted to submit a comment letter on the proposed plan. The principal changes include the expansion of hunting for big game (black bear, coyote, and fox) and migratory birds; and

the area that may be hunted (123 additional acres) within the Refuge. Here is the link to the plan: https://www.fws.gov/uploadedFiles/ASR_OXB_GRM_Hunt%20Plan%20CD%20and%20EA_March2020.pdf. Comments are due by May 22.

9. Commission Charge

To preserve, protect and improve the Town's valuable water, land, plant and animal resources for the benefit of all present and future generations (under the legal authority granted by the Massachusetts Wetlands Protection Act and the Sudbury Wetlands Administration Bylaw); to educate the community on the benefits of resource protection and/or engage suggestions for their improvement; to encourage community participation in all town wetland resource issues; to promote enjoyment and stewardship of our open spaces and natural resources; and to balance the interests of jurisdictional projects with the interests of the town's wetland resources, under a fair and open public hearing process.

Since we seem to be stuck on the language, I took the liberty to rewrite the charge for consideration:

To preserve, protect, and improve the Town's valuable water, land, plant, and animal resources for the benefit of present and future generations (under the legal authority granted under The Conservation Commission Act, by the Massachusetts Wetlands Protection Act, and by the Sudbury Wetlands Administration Bylaw); to foster community involvement in the protection and enjoyment of Sudbury's open spaces and natural resources through education, stewardship, and promotion of their significance; and to evaluate impacts from development on the public benefits provided by these natural resources to guide Sudbury's future, under a fair and open public hearing process.

10. Land Management Flash Vote: With comments received to date, here are two options for the questions/format. Please review so we can finalize this at this meeting. The link to the google doc is:

https://docs.google.com/document/d/1-afLb_DszxiWUN71j1WTTrtXwx64xhJlaUYn86qEMQy8/edit?umid=8b9ffcb-b-e1a4-47e8-827d-68e0082cbdfa

Q1 - Which conservation land do you feel requires the most attention in terms of maintenance? (Ask/Format to rank 1 through 3)

- Hop Brook (trailheads located on Dutton Road and at end of Surrey Lane)
- Tipling Rock/Nobscot (trailhead located on Boston Post Road and on Brimstone Lane)
- King Philip (located at corner of Old Sudbury Road and Water Row)

Q2 - Within Hop Brook, what areas require the most improvement? (You can choose up to TWO)

- Trail maintenance (overgrown, down trees, invasive species, etc)
- Signage on trail
- Maps
- Dog waste
- Parking
- ...
- Other:

<open ended comment>

Q3 - Within Tipling Rock/Nobscot, what areas require the most improvement? (You can choose up to TWO)

- Trail maintenance (overgrown, down trees, invasive species, etc)
- Signage on trail
- Maps
- Dog waste
- Parking
- ...

- Other:

<open ended comment>

Q4 - Within King Philip, what areas require the most improvement? (You can choose up to TWO)

- Trail maintenance (overgrown, down trees, invasive species, etc)
- Signage on trail
- Maps
- Dog waste
- Parking
- ...
- Other:

<open ended comment>

Q5 -Would you be willing to offer time to help with maintenance of our town conservation lands?

- Never
- Partial day during week
- Partial day during weekend
- Once a month
- On a Sudbury day of service
- ...

Any other comments or suggestions about the existing town conservation lands?

<X> comments

OR

Question 1: Which conservation land are you most interested in and/or familiar with?

- Barton Farms
- Davis Farm
- Frost Farm
- Haynes Meadow
- Hop Brook Marsh
- King Philip Woods
- Landham Brook Marsh
- Lincoln Meadows
- Nobscot
- Piper Farm
- Poor Farm Meadow
- Tipling Rock

Question 2: Which conservation land do you feel requires the most attention in terms of maintenance? (Select up to 2)

- Barton Farms
- Davis Farm
- Frost Farm
- Haynes Meadow
- Hop Brook Marsh
- King Philip Woods
- Landham Brook Marsh
- Lincoln Meadows

- Nobscot
- Piper Farm
- Poor Farm Meadow
- Tipling Rock

Question 3: What improvements are required the most?

- Trail maintenance (overgrown, down trees, invasive species, etc)
- Signage on trail
- Maps
- Dog waste
- Parking
- Other:

<open ended comment>

Question 4: What amenities/activities do you have interest in related to these conservation lands? (You can choose up to FOUR)

- Fitness Trail
- Walking and Bicycle Trails
- Picnic Areas
- Interpretive Displays
- Wildlife viewing
- Other:

<open ended comment>

Question 5: Would you be willing to offer time to help with maintenance of our town conservation lands?

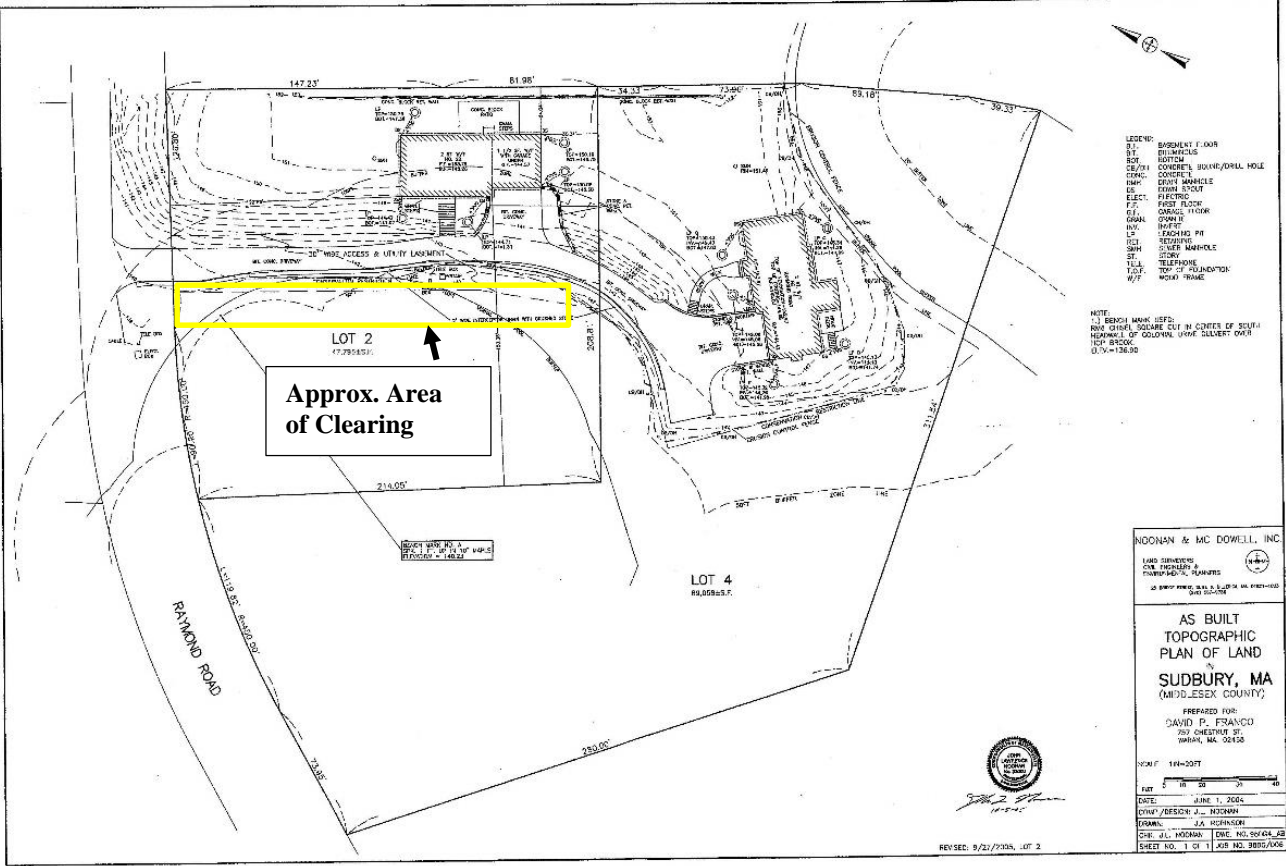
- Never
- Partial day during week
- Partial day during weekend
- Once a month
- On a Sudbury day of service

If so, please provide contact information:

- Name:
- Email:
- Phone:

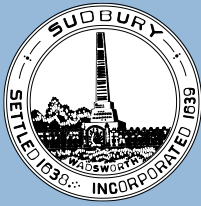
New Violation:

11. **22 Raymond Road:** We received a complaint that tree and brush were removed from wetlands. Small saplings and understory brush were removed within the buffer zone, adjacent upland resource area, vernal pool habitat and potentially within the Conservation Restriction. I have spoken with the landowner and he was not aware of the need to obtain the Commission's approval for work in this area, nor was he aware that there was a Conservation Restriction. I have provided him copies of both and he has agreed to file a Notice of Intent and work with the Commission to bring the property into compliance. Stumps remain in place so there was no ground disturbance.



12. **33 Emerson:** We received a complaint that trees were removed and wetlands were being filled. A dozen trees were removed from the buffer zone. No wetlands were being filled. I have met with the landowner and they will be filing a Notice of Intent for the tree removal. The landowner said all trees were dead or strangled by bittersweet. There was a pile of fill in the driveway that was going to be used to install a walkway in the back yard.





SUDBURY BOARD OF SELECTMEN

Tuesday, May 5, 2020

10

MISCELLANEOUS (UNTIMED)

10: Discussion on Town Meeting Consent Calendar items

REQUESTOR SECTION

Date of request:

Requested by: Patty Golden

Formal Title: Discussion and possible vote on updated consent calendar items for Town Meeting warrant articles

Recommendations/Suggested Motion/Vote: [Discuss and possible vote on updated consent calendar items for Town Meeting warrant articles](#)

Background Information:
attached list

Financial impact expected:

Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

Patty Golden	Pending
Maryanne Bilodeau	Pending
Jonathan Silverstein	Pending
Daniel E Carty	Pending
Board of Selectmen	Pending

05/05/2020 6:00 PM

Bearing in mind that Town officials and citizens can request removal of Consent Calendar items, the following articles are suggested for the Board's consideration as to suitability for such a listing subject to affirmation by Town Counsel:

Art. 9. Unpaid bills (none to date per Christine)

Art. 12 Goodnow Library Services Revolving Fund (necessary in connection with Art. 13)

Art. 16. Post-Employment Health Insurance Trust Fund

Art. 22. Dutton Road Bridge Project – Easements

Art. 33. SPS Non-Resident Tuition Fund

Art. 34. Authorize BOS to petition for one additional alcoholic pouring license

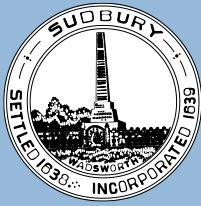
Art. 35. Acceptance of Brave Act provisions M.G.L. c.59, s.5, clause 22H

Already approved for Consent Calendar:

Art. 10 Chapter 90 Funding

Art. 13 FY21 Revolving Fund Limits (Bylaw)

Art. 36 Addition of Associate Member to the Historic Districts Commission



SUDBURY BOARD OF SELECTMEN

Tuesday, May 5, 2020

MISCELLANEOUS (UNTIMED)**11: Fairbank update**REQUESTOR SECTION

Date of request:

Requested by: Patty Golden

Formal Title: Discussion on the Fairbank Community Center/Town Forum.

Recommendations/Suggested Motion/Vote: Discussion on the Fairbank Community Center/Town Forum.

Background Information:

Financial impact expected:

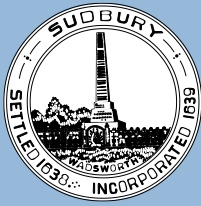
Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

Patty Golden	Pending
Maryanne Bilodeau	Pending
Jonathan Silverstein	Pending
Daniel E Carty	Pending
Board of Selectmen	Pending

05/05/2020 6:00 PM



SUDBURY BOARD OF SELECTMEN

Tuesday, May 5, 2020

12

MISCELLANEOUS (UNTIMED)

12: Citizen's Comments

REQUESTOR SECTION

Date of request:

Requested by: Patty Golden

Formal Title: Citizen's Comments

Recommendations/Suggested Motion/Vote:

Background Information:

Financial impact expected:

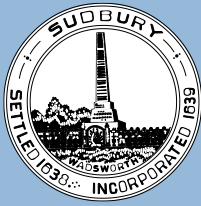
Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

Patty Golden	Pending
Maryanne Bilodeau	Pending
Jonathan Silverstein	Pending
Daniel E Carty	Pending
Board of Selectmen	Pending

05/05/2020 6:00 PM



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:

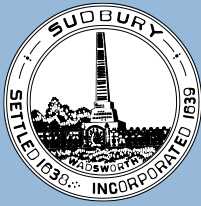
Representative(s) expected to attend meeting:

Review:

Patty Golden	Pending
Maryanne Bilodeau	Pending
Jonathan Silverstein	Pending
Daniel E Carty	Pending
Board of Selectmen	Pending

05/05/2020 6:00 PM

POTENTIAL UPCOMING AGENDA ITEMS/MEETINGS	
MEETING	DESCRIPTION
May 12	Board of Selectmen Policies review
	Town meeting action – continue to review articles, vote on positions
	Proclamation/Banner for LSRHS Class of 2020
	Interview two candidates for Council on Aging (COA)
Date to be determined	Call date for Annual Town Meeting at LSRHS and post on website
	Call date or Annual Town Election and post on website
	Vote to elect chairman and vice-chairman of the Board of Selectmen (or SelectBoard) after Annual Town Meeting
	Approve annual Town Manager and Selectmen reappointments
	Selectmen's Social Media Policy
	Work Session: Select Board/Town Manager Code of Conduct and other procedural training
	Invite Commission on Disability Chair to discuss Minuteman High School
	Eversource Public Hearing re: Grant of Location (<i>after Annual Town Meeting</i>)
	Approve BOS submission to 2019 Annual Town Report
	Annual meeting with state legislators (2020)
	Discussion on liaison assignments and Board membership on town committees (for 2020-2021)
	Fall Town Forum discussion (July)
	Update from BOS Policy Subcommittee
	Town meeting recap – year in review
	Transportation Committee extension
	Route 20 empty corner lot – former gas station
	Update on traffic policy (Chief Nix)
	Update on crosswalks (Chief Nix/Dan Nason)
	Citizen Leadership Forum
	Town-wide traffic assessment and improve traffic flow
	Temporary Trailer permit - 150 Boston Post Road
	Wayside Inn Road Bridge
	Eversource double pole discussion
	Future planning of Sewataro
STANDING ITEMS FOR ALL MEETINGS	BOS requests for future agenda items at end of meeting
	Citizens Comments, continued (if necessary)
	Fairbank Community Center update (ongoing)
	Bruce Freeman Rail Trail (BFRT) update (quarterly)
	COVID-19 update (as of 3/18/20)



SUDBURY BOARD OF SELECTMEN
Tuesday, May 5, 2020

14

CONSENT CALENDAR ITEM

14: Vote to approve advertising board/committee openings

REQUESTOR SECTION

Date of request:

Requestor: Vice Chair Pat Brown

Formal Title: Vote to approve advertising openings for the town board/committee positions becoming available in 2020.

Recommendations/Suggested Motion/Vote: Vote to approve advertising openings for the town board/committee positions becoming available in 2020.

Background Information:

Attached list provided by Vice Chair Brown

Financial impact expected:

Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

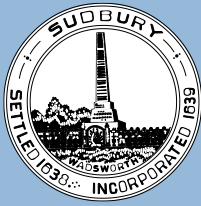
Patty Golden	Pending
Maryanne Bilodeau	Pending
Jonathan Silverstein	Pending
Daniel E Carty	Pending
Board of Selectmen	Pending

05/05/2020 6:00 PM

Committee	Positions open	Individual	Length of term
Agricultural Commission	2 exp, 2 open	Laura Abrams Madeleine Gelsinon	3 years
Board of Appeals	1 expiring 3 associates	Nancy Rubenstein Benjamin Stevenson David Booth Jennifer Pincus	5 years 1 year (assoc) 1 year (assoc) 1 year (assoc)
CIAC		2 Michael Cooper Joseph Scanga	3 years
Constable		1 Nelson H. Goldin	3 years
Earth Removal Board		5 Jonathan W. Patch Benjamin Stevenson David Booth Jennifer Pincus Jonathan G. Gossels	1 year
Energy & Sustainability		1 Edward Lewis	3 year
Land Acquisition Review		1 John Cutting	2 year
Memorial Day Cmte	6 exp, 2 open	Laura B. Abrams James A. Weigel Kenneth W. Hiltz Elizabeth Dow Suzanne F. Steinbach	1 year
Historic Districts Comission		1 Lee Swanson	5 year
Permanent Bldg Cmte		2 Michael E. Melnick Nancy Rubenstein	3 year
Ponds & Waterways	1 open		3 year
Sudbury Housing Trust		4 Kelley Cronin Kaffee Kang Janie Dretler Cynthia Howe	2 year

Sudbury Transportation Cmte

7 Daniel E. Carty 1 year
Sandy Lasky
Alice Sapienza
Adam Duchesneau
Daniel Nason
Debra Galloway
Doug Frey



SUDBURY BOARD OF SELECTMEN

Tuesday, May 5, 2020

15

MISCELLANEOUS (UNTIMED)

15: Vote to adjourn meeting

REQUESTOR SECTION

Date of request:

Requested by: Patty Golden

Formal Title: Vote to adjourn meeting

Recommendations/Suggested Motion/Vote:

Background Information:

Financial impact expected:

Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

Patty Golden	Pending
Maryanne Bilodeau	Pending
Jonathan Silverstein	Pending
Daniel E Carty	Pending
Board of Selectmen	Pending

05/05/2020 6:00 PM