



## SELECT BOARD

TOWN HALL • 525 WASHINGTON STREET • WELLESLEY, MA 02482-5992

THOMAS H. ULFELDER, CHAIR  
 LISE M. OLNEY, VICE CHAIR  
 ELIZABETH SULLIVAN WOODS, Secretary  
 COLETTE E. AUFRANC  
 ANN-MARA S. LANZA

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 TELEPHONE: (781) 431-1019 x2201  
[WWW.WELLESLEYMA.GOV](http://WWW.WELLESLEYMA.GOV)  
 MEGHAN C. JOP  
 EXECUTIVE DIRECTOR OF GENERAL GOVERNMENT SERVICES

### Revised

### SELECT BOARD MEETING AGENDA

6:00 pm Monday, November 15, 2021

### REMOTE ONLINE MEETING

<https://www.wellesleymedia.org/live-streaming.html>

View on TV on Comcast 8/Verizon 40

1. 6:00 Call to Order – Open Session
2. 6:01 Citizen Speak
3. 6:05 Public Hearing: Discuss Modifications to Alcohol Regulations
4. 7:05 FMD Capital Presentation
5. ~~8:00~~ ~~Continued Public Hearing and Vote on proposed All Alcoholic Beverages License and Entertainment License for DM Hospitality LLC to be located at 102 Central Street~~
6. **8:00** Discuss and Vote to Open Warrant for Annual Town Meeting
7. **8:10** Discuss and Vote Change in Manager for Rogers Pub at Babson College
8. **8:15** Discuss and Vote Change in Owner for Dunkin Donuts at 277 Linden Street
9. **8:20** Discuss and Vote One Day License at Wellesley Free Library
10. **8:30** Discuss Articles for Annual Town Meeting
11. **8:45** **Continued Public Hearing and Vote on proposed All Alcoholic Beverages License and Entertainment License for DM Hospitality LLC to be located at 102 Central Street**
  - **Executive Session under M.G.L c.30A, §21(a)(1) to discuss the reputation and character and complaints or charges brought against Derek Brady**
12. 9:20 Executive Director Update
  - ~~Discuss and Vote Minutes~~
  - Discuss and Vote ARPA Grant Agreement for Norfolk County
  - Discuss and Vote War Memorial Scholarship Amount
  - Vote to Accept Gifts
  - Discuss and Vote Appointment for Registrar of Voters
13. 9:30 New Business and Other Correspondence
14. 9:35 Executive Session under M.G.L c. 30A §21A, exemption #3 to conduct strategy with respect to collective bargaining with all unions on health insurance

[Please see the Select Board Public Comment Policy](#)

**Next Meeting: November 22, 2021  
 December 6, 2021**

### REMOTE MEETING PROTOCOL

Residents seeking to participate in Citizen Speak or any other agenda item should email [sel@wellesleyma.gov](mailto:sel@wellesleyma.gov) prior to the meeting and a number will be assigned for speakers. All residents seeking to participate shall call into **1-781-489-7525**, (Conference Line) and await the announcement of your assigned number to speak. Individuals wishing to participate who have not received a number shall be asked at the end of the agenda item if they would like to speak before the Board moves on to the next agenda item.



| <b>Date</b>                         | <b>SB Meeting Items</b>  | <b>Other Meeting Items</b>                              |
|-------------------------------------|--|---|
| <b>Monday, November 22, 2021</b>    | BAA - Marathon Announcements<br>Civil Discourse Funding<br>Vote FMD/DPW Contracts<br>Perambulation |   |
| <b>Monday, November 29, 2021</b>    | <b>NO MEETING</b>  |   |
| <b>Monday, December 6, 2021</b>     | Audit Committee<br>Tax Classification Hearing  |   |
| <b>Tuesday, December 7, 2021</b>    | <b>Pending STM - Debt Exclusion Vote</b>   |   |
| <b>Monday, December 13, 2021</b>    | Approve annual licenses - CV, alcohol, Auto, club, lodging, entertainment & NYE                    | <b>Budget Summit (DAY)</b>                              |
| <b>Monday, December 20, 2021</b>    | Operating Budgets due to Finance from non-School Departments                                       |   |
| <b>Wednesday, December 22, 2021</b> | ATM Warrant Closes   | <b>Advisory Preliminary Article Review</b>              |
| <b>Tuesday, January 4, 2022</b>     | Budget Roll Up for SB Review   |   |
| <b>Wednesday, January 12, 2022</b>  | Superintendent Budget Due  |   |
| <b>Monday, January 17, 2022</b>     | <b>MLK Day - Town Hall Closed</b>  |   |
| <b>Wednesday, January 19, 2022</b>  |  | <b>FMD Presenation to Advisory</b>                      |
| <b>Wednesday, January 26, 2022</b>  |  | <b>SB Dept Budget and TWFP Presentation to Advisory</b> |
| <b>Wednesday , February 2, 2022</b> |  | <b>Advisory Public Hearing ATM 2022</b>                 |
| <b>Monday, February 7, 2022</b>     |  |   |
| <b>Tuesday, February 8, 2022</b>    | SC votes School Budget   |   |
| <b>Wednesday, February 16, 2022</b> | WHA Appoint Tenant to Board<br>Review draft TWFP   | <b>SB Articles pressented to Advisory</b>               |
| <b>Monday, February 21, 2022</b>    | <b>Presidents Day - Town Hall Closed</b>   |   |
| <b>2/22/22- 2/25/22</b>             | <b>February Vacation</b>   |   |
| <b>Monday, February 28, 2022</b>    | WHA Appoint Tenant to Board<br>Vote TWFP   |   |
| <b>Wednesday, March 2, 2022</b>     |  | <b>Present TWFP to Advisory any new info</b>            |





TOWN OF WELLESLEY



MASSACHUSETTS

## SELECT BOARD

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EXECUTIVE DIRECTOR OF GENERAL GOVERNMENT SERVICES

**The Board will be meeting on Monday, November 8 at 6:00 pm via the zoom platform. I will send along the link.**

### **Monday, November 15, 2021, at 6 pm**

- 1. 6:00 Call to Order – Open Session**
- 2. 6:01 Citizen Speak**
- 3. 6:05 Public Hearing: Discuss Modifications to Alcohol Regulations**

### **TOM: Open public hearing on the proposed modifications to the Alcohol Regulations.**

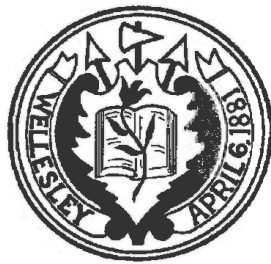
Ivria will be giving a brief updated presentation. Amy and Ivria will be going through Ivria's letter and proposed changes. There are several policy questions the Board needs to consider which are outlined in Ivria's letter. Following the presentations, we are anticipating several speakers. We have invited the Chamber, Wellesley Square Merchants, several commercial property owners including Linear Retail, Federal Realty, and Edens, and existing and potential restaurateurs. We have also invited Chief Pilecki and Lieutenant Cleary.

Following the speakers, the Board has the option to close the public hearing or keep it open. If you choose to keep it open, you should make a formal vote to continue it to November 22<sup>nd</sup>.

We are not anticipating the Board vote on the modifications at this meeting.



**TOWN OF WELLESLEY**  
**COMMONWEALTH OF MASSACHUSETTS**



**RULES AND REGULATIONS GOVERNING**  
**ALCOHOLIC BEVERAGES**

**Revised:**

These Policies are adopted and may be amended from time to time, by the Select Board, serving as the Local Licensing Board, pursuant to M.G.L. c.138.

Table of Contents

[To be completed once the Board reviews]

## I. DEFINITIONS

- 1.1 ABCC: Alcoholic Beverages Control Commission.
- 1.2 Abutter: ~~Direct abutters and any~~ owner of a property located within a 300-foot radius of the nearest point of the Licensed premises.
- 1.3 Assistant Manager: Any person charged by the Licensee to operate, manage, and control the Licensed premises in the absence of the Manager.
- 1.4 Bar: A counter, window, or area other than a table, booth, or sushi bar, where patrons sit to be served. Bars shall have stools where patrons may be served.
- 1.5 Convenience Store: An establishment that sells at retail a limited range of food and non-durable items that are purchased frequently for immediate use, including but not limited to staple foods, household goods, snacks (including confectionery), health and beauty aids, beverages, periodicals, newspapers and tobacco products. Convenience Stores are frequently open with only one staff member on duty at a time, are often open later than 10:00 pm and may or may not sell gasoline. The Select Board reserves the right to consider these and other appropriate factors when determining whether an applicant is a Convenience Store.
- 1.6 Craft Beer: A malt beverage that is made by small, independent and traditional brewer that produces fewer than 6,000,000 barrels annually.
- 1.7 Exterior Licensed Premise: Any outdoor location under the control of the Licensee, such as a patio, deck, porch, or other area outside of and contiguous to the main building and open to the elements, which has been licensed for the sale and consumption of alcoholic beverages.
- 1.8 Food Store: Grocery store or supermarket with a gross floor area of 2,000 square feet or more which sells at retail food for consumption on or off the premises either alone or in combination with grocery items or nondurable items sold to individuals for personal, family or household use. A Food Store shall carry fresh and processed meats, poultry, dairy products, eggs, fresh fruits and produce, baked goods and baking ingredients, canned goods and dessert items. A convenience store, pharmacy, or a store which sells gasoline shall not be considered a Food Store for purposes of these regulations.
- 1.9 Function Room: An area within a Licensed Premises, ~~including an outdoor dining area.~~

**Commented [IF1]:** Do patrons need to sit at the bar? Can people stand and drink at the bar?

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that may be closed off or otherwise separated from the other parts of the licensed premises and rented out to individuals for private events. Each and every Function Room must be approved by the Select Board.

- 1.10 Manager: The person charged by the Licensee to operate, manage and control the licensed premises. The name of the Manager shall appear on the license.
- 1.11 Off-Premises License: A license issued in accordance with Chapter 14 of the Acts of 2014 and *M.G.L. c. 138, §15* and which, except for limited tastings conducted in accordance with the law, only permits the consumption of alcohol off the licensed premises.
- 1.12 On-Premises License: A license issued in accordance with Chapter 635 of the Acts of 1982, Chapter 25 of the Acts of 2012, or *M.G.L. c. 138, §12* and which permits the consumption of alcohol on the licensed premises.
- 1.13 Pharmacy: An establishment substantially devoted only to the sale of pharmaceutical items, supplies, and equipment such as prescription drugs.
- 1.14 Retail Space: The area of a retail store in which merchandise is displayed and sales are made, which is visible to the public and to which the public has access, including checkouts, the area in front of checkouts, serving counters and the area behind used by serving staff, areas occupied by retail concessionaires, customer services areas, and internal lobbies in which goods are displayed; but not including customer toilets and storage areas.
- 1.15 Restaurant: A business that sells food to the public, intended to be consumed inside the premises, and holds a Common Victualler License under the provisions of *MGL c.140, §6*.
- 1.16 Service Bar: A counter or window where waiters and waitresses receive alcoholic beverages to be served to patrons. Patrons shall not be permitted to receive alcoholic beverages at a service bar.
- 1.17 Specialty Food Store: A retail establishment that sells, primarily for consumption off the premises, specialized types or classes of food items especially where such foods are distinguished by a focus on such foods being of a particular origin, of a particular method of agriculture such as “organic”, of a specific ethnicity, or otherwise of a premium or distinctive character. A convenience store, pharmacy, or a store which sells gasoline shall not be considered a Specialty Food Store for purposes of these regulations. Any store which sells primarily baked goods, coffee or other brewed

beverages, or frozen desserts, including ice cream and frozen yogurt, shall not be a Specialty Food Store for purposes of these regulations.

1.18 Sushi Bar: A food bar or counter where seating for patrons is provided and where sushi or other raw style foods including but not limited to sushi, sashimi, ceviche, or raw shellfish is prepared by a chef at the bar or counter and served to and consumed by patrons seated either at the bar or elsewhere in the licensed premises.

1.19 Waiting Area: A designated area within the licensed premises where patrons wait to be seated at a table, booth, Bar, or Sushi Bar. Seats are not required in the Waiting Area.

## II. TYPES OF LICENSES TO BE GRANTED IN WELLESLEY

The Town of Wellesley, acting by and through its Select Board, issues the types of alcoholic beverages licenses listed below. All such licenses issued by the Board shall be governed by the provisions of these Policies, M.G.L. c.138, and the rules, regulations, and policies of the Alcoholic Beverages Control Commission, regardless of whether the relevant statute or policy is referenced herein.

- 2.1 Innholder All Alcoholic Beverages License: Permits the sale of all alcoholic beverages in a hotel dining area with a seating capacity of not less than ninety-nine (99) persons and a living capacity of not less than fifty (50) rooms.
- 2.2 Restaurant All Alcoholic Beverages License: Permits the sale of all alcoholic beverages in restaurants and function rooms with a seating capacity of fifty (50) people or more. Any outdoor seating shall not be used or counted in the computation of the requisite seating capacity of the licensed premises, as required by Chapter 25 of the Acts of 2012.
- 2.3 Restaurant Wine and Malt Only Beverages License: Permits the sale of wine and malt only beverages in restaurants and function rooms with seating capacities of fifty (50) or more. Any outdoor seating shall not be used or counted in the computation of the requisite seating capacity of the licensed premises, as required by Chapter 25 of the Acts of 2012.
- 2.4 Club and Veterans' Organizations All Alcoholic Beverages License: Permits the sale of all alcoholic beverages in clubs that are not organized for commercial purpose and as defined in M.G.L. c.138, §1. This license is also issued to certain clubs specifically enumerated in Chapter 635 of the Acts of 1982.
- 2.5 Educational Wine and Malt Only Beverages License: Permits the sale of wine and malt only beverages in dining halls maintained by incorporated educational institutions authorized to grant degrees. This license is also issued to certain educational institutions specifically enumerated in Chapter 635 of the Acts of 1982.
- 2.6 Package Store Wine and Malt Only Beverages License: Permits the sale of beverages not to be drunk on the premises. This license shall only be available to Food Stores and Special Food Store.
- 2.7 Special Temporary (aka One Day) License: Permits the sale of all alcoholic beverages or wine and malt beverages only to the responsible manager of a non-profit enterprise conducting an indoor or outdoor activity or enterprise pursuant.



### III. GENERAL REQUIREMENTS

- 3.1 Application of Policy to Special Temporary Licensees: Only Sections I, II, III, IV, VI, and XI shall apply to Special Temporary Licenses.
- 3.2 Standard of Review: In reviewing a license Application, the Select Board shall determine whether the public need and the common good will be served by granting the Application. In doing so, the Board may consider:
- a. The number and location of premises for which licenses are currently in effect;
  - b. The nature and character of the operation proposed;
  - c. The suitability and fitness of the Applicant;
  - d. The qualifications of the proposed Manager of the premises to be licensed;
  - e. Any anticipated impacts of licensed activity on the community, including, but not limited to traffic and noise;
  - f. Any anticipated impacts of licensed activity on the character of the Town or the neighborhood;
  - g. Any potential harms resulting from licensed activity;
  - h. The Application's compliance with state and local requirements and these Policies; and
  - i. Any advisory reports received by the Board from the Police Department, the Fire Department, the Building Inspector, Planning Director, the Board of Health or the Treasurer/Collector.
- 3.3 Conditions: The Select Board may place reasonable conditions on any license issued pursuant to these Policies, Chapter 138 of the General Laws, or any Special Act of the Legislature related to the sale and distribution of alcoholic beverages, to provide for public safety, health, welfare, and the promotion of the public order.
- 3.4 Access and Inspections: The licensed premises shall be available at all times for inspection by members of the Select Board, the Police Department, the Fire Department, the Board of Health, and any other department or official of the Town of Wellesley so directed by the Select Board.
- 3.5 Common Victuallers, Entertainment, and Inn Holder Licenses: Submission of a liquor license application does not relieve the applicant from applying for a Common Victualler, Entertainment License, or Inn Holder License if needed.

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Safety of Establishments: Entrance doors to the licensed premises must remain closed, but not locked, during all times that the licensed premises are open for business.¶

3.6 Legal Age: No alcoholic beverages shall be sold to anyone under the age of 21 years.

3.7 Intoxicated Individual: No alcoholic beverages shall be sold or delivered to an intoxicated person.

3.8 Age of Employees: ~~E~~mployees under 18 years of age may not sell, directly handle, store, or prepare ~~for~~ display any alcoholic beverages.

**Deleted:** . As proof of age, the Licensee shall only accept a valid Massachusetts driver's license; a valid Massachusetts Liquor Identification Card; a valid Passport issued by the U.S. or by the government, recognized by the United States government, of a foreign country; or a valid U. S. issued Military ID card

**Deleted:** For off-premises licensees, employees must comply with the following: (1) employees 21 years of age or older may sell and handle, store, or prepare for display any alcoholic beverages; (2) employees 18 years to 20 years of age may not sell, but may directly handle, store, or prepare for display any alcoholic beverages; and (3)

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#### IV. FEES

- 4.1 Application Fee: In addition to any fee required by the ABCC, the following fees shall be paid at the time of filing of any license Application listed below. The Application Fee is not refundable if the Application is denied.

| Type of Application  | Fee   |
|--|---|
| New On-Premises/ <del>Off-Premises</del> License   | <del>\$ 300</del>   |
| On-Premises/ <del>Off-Premises</del> Renewal   | <del>\$ 300</del>   |
| On-Premises/ <del>Off-Premises</del> Transfer  | <del>\$ 300</del>   |
| Special Temporary License  | \$25  |
| <del>Change of Hours and Change of D/B/A</del>   | <del>No charge</del>  |
| <del>All other applications, including, but not limited to Change of Manager and Alternation of Licensed Premises.</del> | <del>\$100; provided, however, to the extent that an application under this section is filed in conjunction with a license transfer application, the fee shall be waived.</del> |

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- 4.2 Issuance/Renewal Fee: The Issuance fee shall be submitted to the Board before the license is issued. In contrast, Renewal Fee shall be submitted with the Application for Renewal and shall be refunded if the Application is denied. There shall be no pro-ration of the Issuance and Renewal Fee.

| License Type   | Fee                |
|--|--------------------|
| Restaurant with Function Rooms – All Alcohol                     | \$5,000            |
| Restaurant without Function Rooms – All Alcohol                  | <del>\$4,000</del> |
| Restaurant without Function Rooms – Wine and Malt Beverages Only | \$2,000            |
| Innholder  | \$5,000            |
| <del>Dining Halls/Educational Institutions</del>                 | <del>\$2,000</del> |
| Clubs/Veterans' Clubs  | \$1,800            |
| <del>Wine and Malt in Food Specialty Stores</del>                | <del>\$1,200</del> |
| <del>Wine and Malt in Food Stores</del>                          | <del>\$2,000</del> |
| <del>Special Temporary One Day</del>                             | <del>\$50</del>    |

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- 4.3 Payment. All fees shall be submitted in the form of a bank check or as otherwise directed by Town staff.

## V. APPLICATION

5.1 New or Transfer of License: In addition to the ABCC Application package, Applicants shall provide the following, where applicable:

- a. Applicable fees (Section 4.1 and Section 4.2)
- b. Proof of insurance (Section 8.8 or Section 9.7);
- c. Proof of worker's compensation insurance;
- d. Plan documents (Section 5.4);
- e. Written policies (Section 5.5);
- f. Server training certificate for the proposed Manager (Section 7.5);
- g. Off-Premises Transportation Permit (Section 8.2 or Section 9.6); and
- h. Any additional information the Select Board may request.

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5.2 License Renewal: Applicants shall provide the following information prior to November 30:

- a. ABCC Renewal Application;
- b. Renewal license fee (Section 4.2);
- c. Manager CORI check form (Section 5.7);
- d. Proof of insurance (Section 8.8 or Section 9.7);
- e. Proof of worker's compensation insurance;
- f. Copies of up-to-date server training certificate for all Managers, Assistant Managers, bartenders and employees handling, serving, and selling alcoholic beverages (Section 7.5 and Section 7.7);
- g. Any additional information the Select Board may request.

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Prior to renewal, the Licensee shall permit the Police Chief, the Fire Chief, the Building Commissioner, the Select Board, and the Board of Health, or their designee, to conduct a safety inspection of the premises. Refusal to permit such inspection shall be grounds for revocation of the license.

5.3 License Amendment: Applicants shall submit the ABCC Application package and any such additional information that the Select Board may request. Applicants for an alteration of a licensed premises must file a plan in accordance with Section 5.4 and, where applicable, Section 5.5.

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5.4 Plan: Each Applicant shall submit a plan drawn to scale on which shall be shown the following information:

- a. The net interior floor area, exclusive of stairways and hallways, and dimensions of the existing room or rooms requested to be licensed including dining rooms, Function

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Rooms, the Retail Space, storage rooms, and Waiting Areas;

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b. The occupancy of each room;

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c. All entrances and exits;

d. All rooms not being requested to be licensed; and

e. Where applicable:

1. The location of any proposed Sushi Bars, Bars or Service Bars;

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2. The area in which seats or benches are to be securely fastened to the floor forming booths;

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3. The area in which there is to be movable or unsecured seats and tables; and

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4. Documentation that outdoor service comports with the requirements of Section 8.1.

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5.5 Pre- and Post- Sale Hours: Applicants for an Off-Premises License shall provide procedures for securing the area dedicated to the sale or display of wines and malt beverages to prevent public access to said area during times when sales of wines and malt beverages are prohibited.

5.6 Abutter and Newspaper Notice: Notification to Abutters shall be the responsibility of the Applicant and shall be by certified mail with returned receipts. The Town shall post notice of the hearing in the newspaper, but any costs for such posting shall be covered by the Applicant.

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5.7 Background Checks: Upon receipt of an Application for a new license, transfer, or a renewal of a license, or in the case of a new Manager, the Select Board shall conduct a background check of the proposed Manager, such check to include a review of any existing criminal record. The Board may reject any application where the proposed Manager's criminal record or reputation indicates theft, unlawful drug use or distribution, association with known felons or individuals involved in organized crime, a propensity for violence, or other behavior that, in the opinion of the Select Board, might put the public at risk.

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## VI. HOURS OF PERMITTED SALE

- 6.1 Hours of Sale: No Licensee shall be permitted to sell alcohol outside the hours established herein, unless otherwise approved by the Board:

| <u>Category</u>      | <u>Hours of Permitted Sale</u>   |
|----------------------|--|
| On-Premises License  | <u>Monday through Saturday</u> : 11 am – 12 am<br><br><u>Sunday</u> : 12 pm – 11 pm<br><br><u>Exceptions</u> : No sale shall occur <u>prior to 12pm on</u> Christmas day or the last Monday in May, or such other day that the law may prescribe.<br><br><u>Outdoors</u> : All outdoor consumption must cease at 9 pm.   |
| Off-Premises License | <u>Monday through Saturday</u> : 8 am – 11 pm, or 11:30 pm on days preceding legal holidays.<br><br><u>Sunday</u> : 10 am – 11 pm, or 11:30 pm on days preceding legal holidays.<br><br><u>Exceptions</u> : No sales may be made on: (1) Christmas day, (2) Thanksgiving Day, and (3) the last Monday in May prior to 12 pm, or such other day that the law may prescribe. |

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- 6.2 Food Service: For Licensees holding a Restaurant License, the hours during which sales of alcoholic beverages may be made are further limited to the times when food service available.

**Commented [IF2]:** To the extent that the Board removes intent to dine but still requires Food Service to be available, it is advisable to define "Food Service." For example, who access to crackers and cheese constitute Food Service?

- 6.3 Closing: No alcoholic beverages shall be sold within the licensed premises during the 15 minutes preceding the hours stated on the license at which service of alcoholic beverages must cease.

## VII. MANAGEMENT AND CONTROL

- 7.1 Appointment: The Manager shall have complete responsibility for the proper operation, management and control of the licensed premises. Any change in Manager must be approved by the Select Board prior to the appointment of the new Manager by the Licensee.
- 7.2 Responsibilities of Manager and Assistant Manager: No licensed establishment shall be open for business unless a Manager or Assistant Manager is on duty and physically located on the licensed premises. In the case of an On-Premises Licensee, the Manager shall be on the licensed premises at least fifty percent of the time the licensed premises is open for business. The Manager will continue to be responsible for the operation of the business whether or not he or she is on the licensed premises. Failure of the Manager to comply with these Policies or to otherwise properly discharge the duties of Manager may result in removal of the Manager or suspension or revocation of the license by the Select Board, as it may deem appropriate under the circumstances. The Manager and Assistant Manager shall at all times maintain order and decorum in the licensed premises, and shall cooperate in every respect with Town officials in ensuring public safety.
- 7.3 Duty to Keep Order: The licensed premises and areas under the Licensee's control that abut the licensed premises must be kept clean, neat, and sanitary at all times. No Licensee shall permit any disorder, disturbance or illegality of any kind to take place in or on such property. This shall include, but not be limited to, ensuring that there shall be no unlawful use or sale of drugs, indecency, assaults, lewdness or gambling on or about such property.
- 7.4 Consumption: Employees of the licensed establishment shall not consume any alcoholic beverages or illegal drugs while on duty or after the official closing hour of the licensed establishment. Nothing in this section shall prohibit a Manager, Assistant Manager, or an Employee twenty-one years of age or older and acting with a Manager or Assistant Manager's permission, from tasting wine intended to be served to patrons.
- 7.5 Server Training: The Manager, and each and every Assistant Manager and bartender shall successfully complete an alcoholic beverage training program satisfactory to the Town prior to their appointment, as follows:
- A. Training for Intervention Procedures by Servers of Alcohol (TIPS) offered by Health Communications, Inc.;
  - B. Techniques of Alcohol Management (T.A.M.) approved by the Massachusetts Package Store Association (for off-premises sale license only); and
  - C. Any insurance industry approved and qualified program offered by a certified trainer and approved by the Select Board.

Any employee engaged in the sale and handling of alcoholic beverages must likewise

**Commented [IF3]:** This provision is to ensure that the manager is principally working at the establishment. Is this something that you want to keep?

**Deleted:** Additionally, no manager, assistant manager or employee of an Off-Premises Licensee shall consume any alcoholic beverages or illegal drugs during the eight hour period preceding the beginning of his or her shift.

**Deleted:** All other employees who serve alcoholic beverages, shall receive, at a minimum, in-house training similar to that completed by the Manager, Assistant Managers and bartenders. No Manager, Assistant Manager, bartender or employee is authorized to sell or serve any alcoholic beverage to any patron until the Licensee has delivered to the Board a statement that each Manager, Assistant Manager, bartender, or employee has successfully completed his or her training as herein required.¶  
[Off-Premises Policy]

complete one of the above listed Board-approved courses in alcohol safety training within 30 days of their employment or provide proof of training certification at a Board-approved course within the last three years.

The Licensee shall have on file and available for inspection by the Town a copy of current certification for each Manager, Assistant Manager, bartender, and employee required to be certified under this section. Individuals must be recertified once every three years.

It is the obligation of the Licensee to inform all employees about the rules and regulations of the Select Board, the Alcoholic Beverages Control Commission, and any and all applicable Massachusetts laws.

- 7.6 Posting of License and Manager Information: The license shall be posted in public view, and a plaque bearing the name of the Manager or on duty Assistant Manager and their title, in letters no smaller than one inch, shall be posted within one foot of the license at all times when the licensed premises is open for business.
- 7.7 Employee List: An employee roster and a list of Managers and Assistant Managers shall be available upon request.
- 7.8 Continued Operation: The closing of the licensed premises for any reason for a period of seven consecutive days or more, or for any ten days during the calendar year, without prior approval of the Select Board, shall be deemed to be an abandonment of the license and sufficient grounds for revocation.

**Deleted:** and have on file with the Licensee and available for inspection by the Town a copy of current certification and proof of age. Newly hired employees shall complete a Board-approved training program

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**Deleted:** Any employees engaged in the sale and handling of alcoholic beverages shall be required to be recertified once every three years by a Board- approved program.

**Commented [IF4]:** This is aggressive compared to other communities. Most communities set the bar at 30-60 days.



## VIII. SPECIFIC REQUIREMENTS FOR ON-PREMISES LICENSEES

### 8.1 Outdoor Seating and Service:

- a. *Conditions:* The following conditions shall apply to all outdoor service of alcohol, except outdoor service on a golf course green, which shall comply with Section 8.2:

1. The Exterior Licensed Premises shall be enclosed by a physical barrier, which defines the licensed area and controls access and egress of the public through identifiable entries;
2. The Exterior Licensed Premises shall be staffed at all times during all hours of operation;
3. The Exterior Licensed Premises shall ~~be contiguous to the licensed premises with a clear view of the outdoor area from inside the premises, or, alternatively, the licensee may commit to providing management personnel dedicated to the area.~~
4. A sign shall be posted in the Exterior Licensed Premises that alcoholic beverages are not permitted outside of the Exterior Licensed Premises;
5. Provisions shall be made and maintained for the passing of the public through any contiguous public area, ~~to the extent necessary;~~
6. The Exterior Licensed Premises shall not be used or counted in the computation of the requisite seating capacity of the licensed interior premises, as required by Chapter 25 of the Acts of 2012;
7. The Exterior Licensed Premises shall be kept in a state of cleanliness and upkeep;
8. The Licensee shall comply with the ABCC's Guidelines for Extension of Premises to Patio and Outdoor Area; provided, however, that to the extent this Section imposes stricter requirements on the Licensee than the ABCC's Guidelines, this Section shall prevail; and
9. The regulations applicable to interior licensed premises, including Section 8.6, shall apply to Exterior Licensed Premises, unless the context makes such regulations ~~inapplicable~~ on their face.

**Deleted:** nly be adjacent to interior licensed premises, and shall be contiguous to the interior licensed premises. The Exterior Licensed Premises shall be visible from within the interior licensed premises;

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- b. *Standard of Review:* The Board shall not grant a license for outdoor service without making a finding that the public necessity and convenience shall be served by such a license. In making said determination, the Select Board shall consider, among other factors, the following:

1. The impact that the proposed Exterior Licensed Premises will have on the area in which it is located;
2. The public necessity and/or convenience to be served by licensing the Exterior Licensed Premises;
3. The degree to which the Exterior Licensed Premises is restricted from view by

- passers-by;
- 4. The type and number of businesses in the immediate neighborhood;
- 5. The anticipated noise level and its effect on abutting and neighboring properties; and
- 6. The number of seats to be placed within the Exterior Licensed Premises.

8.2 Golf Course: Service of alcohol along a golf course fairway shall be in compliance with the ABCC's Guidelines for Golf Courses. Where necessary, an Off-Premises Transportation Permit, pursuant to *M.G.L. c.138, §22*, shall be obtained.

8.3 Lighting: The interior of the premises shall be well lighted at all times, such lighting to be not less than one foot candle, measured 30 feet from the floor, except those portions of the room under furniture.

8.4 Service Bar: Licensees may provide a service bar for use by the wait staff. Service bars shall not have stools. No changes shall be made to the bar seating or service bar without the Board's approval.

8.5 Service and Consumption: Section 8.5 shall only apply to Restaurants, provided, however, that this Section shall not apply to the service of alcohol during a private event that is held within a Select Board approved Function Room.

- a. Alcoholic beverages shall only be served to patrons who intend to dine on the licensed premises. Menus shall reflect the requirement that alcoholic beverages may only be ordered in conjunction with the consumption of a full meal ordered from the menu. A full meal means  .
- b. Food service shall be available at all seats within the licensed premises, except the Waiting Areas. Although food must be available at the Bar, patrons waiting to be seated elsewhere may consume alcoholic beverages at the Bar while waiting to be seated elsewhere.
- c. No more than two standard size drinks (14 grams of pure alcohol) shall be served to any patron within a Waiting Area. Further, no alcoholic beverages, with the exception of wine, shall be served in any container, the capacity of which is in excess of 16 fluid ounces. No pitchers of malt beverages may be served.
- d. The Licensee shall take reasonable measures to ensure that patrons who are served intend to dine, including those individuals located in the Waiting Area or seated at the Bar.
- e. All alcohol shall be delivered to the table, chair or other location within the premises

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Cocktail Lounges: With the Select Board's approval, Innholders may operate a cocktail lounge, defined as, areas for seating of patrons to consume alcoholic beverages at places other than at dining tables, bars, sushi bars, or areas where an individual is permitted to wait for a table or seat at the bar to become available.¶

**Deleted:** <#>Private Functions: Private functions shall take place only in rooms duly licensed for the service of alcoholic beverages and shall be closed to the general public. ¶

**Deleted:** The Board reserves right to determine and further define what constitutes a full meal consistent with its policies

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**Deleted:** In those designated areas where patrons assemble to await being seated, alcoholic beverages may be served, provided that not

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where patrons receiving the beverages will consume them; provided, however, that an individual may carry a drink from a bar or ~~Waiting Area~~ to a dining table.

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**Deleted:** <#>No alcoholic beverages, with the exception of wine, shall be served in any container, the capacity of which is in excess of 16 fluid ounces.¶

**Deleted:** <#>No pitchers of malt beverages may be served.¶

8.6 Bar Seating: Bar seats or stools shall be limited to a maximum of ten percent (10%) of the total interior seating. The Board shall approve all seating plans as detailed in Section 5.4.

8.7 Prices: If an admission charge to the licensed premises is required, such charge shall not be credited by the Licensee toward the purchase price of any alcoholic beverage, and the Licensee must provide a written receipt to each patron paying a cover charge. No minimum charge shall be made for the sale of alcoholic beverages.

8.8 Insurance: Each Licensee shall have liquor liability insurance coverage in at least the amounts of \$1,000,000/\$2,000,000. A certificate of insurance that at least these amounts are in place shall be filed with the Select Board. The Licensee shall notify the town no less than ten days prior to the cancellation or material change of said coverage. The Board may increase insurance amounts as permitted under *M.G.L. c.138, §64A*.

**Deleted:** <#>Signs: No Licensee may display any advertisement or sign on the outside facade upon which appears any brand name of an alcoholic beverage product. Signs on the inside of the premises are subject to approval by Board.¶

8.9 After Hours: ~~Consumption of alcohol on the licensed premises after close of business is prohibited.~~

**Deleted:** Employees of the Licensee must vacate the licensed premises no later than 60 minutes after the discontinuance of food service operation, provided that this regulation shall not be applicable to the owner or Manager, or to persons who are within the licensed premises for the exclusive purpose of cleaning, making emergency repairs, providing security, preparing food for the next day's business, or opening or closing the business in an orderly manner.

## IX. SPECIFIC REQUIREMENTS FOR OFF-PREMISES LICENSEES

### 9.1 Eligible Applicants:

- a. The Select Board shall only issue Off-Premises Licenses to Food Stores or Specialty Food Stores. In determining whether an Applicant is a Food Store or a Specialty Food Store, the Select Board shall consider such factors as the extent and range of merchandise offered for sale, the placement of merchandise within the store, the advertising conducted, both outside and within the store, and the volume of sales, actual or proposed, of wines and malt beverages relative to food and other merchandise sold at the store.
- b. Applicant must be properly licensed by the Board of Health prior to the issuance of such License.
- c. Any sales of wines and malt beverages shall be incidental to the sale of food or other non-alcoholic products, but the Licensee may sell wines and malt beverages alone or in combination with any other items offered for sale. Regular sales and operation of the Food Store or Specialty Food Store must continue during all times when sales of wines and malt beverages are permitted.
- d. The Retail Space used to display wines or malt beverages shall not exceed the lesser of (1) twenty-five percent (25%) of the total Retail Space in a Food Store or Specialty Food Store or (2) 2,000 square feet.

9.2 Pre- and Post- Sale Hours: Any area dedicated to the sale or display of wines and malt beverages shall be properly secured by clear signage or divider to prevent public access during those times when the sale of wines and malt beverages is prohibited. Dividers will not be necessary if the general hours of operation are consistent with the hours during which sales of alcoholic beverages may occur.

9.3 Single Cans and Kegs: Except for Craft Beer, a Licensee shall not sell single bottles or cans of malt beverages. No Licensee shall sell malt beverages at retail in a container having a capacity by volume of more than two gallons of liquid, or in a keg.

9.4 On-Premises Consumption: A Licensee that also has a Common Victualler's license may not allow consumption of alcohol on premises whether or not brought in or purchased by patrons, unless conducted as part of a free tasting for prospective customers. All wine and malt beverages offered as part of a tasting must be available for purchase on site. Tasting of wine and malt beverages shall not exceed one ounce and two ounces, respectfully.

9.5 Deliveries to Licensed Premises: Pick up of bottle returns shall be arranged so that activities

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do not interfere with the quiet enjoyment of the neighborhood.

9.6 Deliveries to Consumers:

a. All deliveries shall be made in accordance with an Off-Premises Transportation Permit issued pursuant to *M.G.L. c.138, §22*.

b. Deliveries of alcoholic beverages must be made during the operating hours of the Food Store or Specialty Food Store.

9.7 Insurance: Each Licensee shall have liquor liability insurance coverage in at least the amounts of \$1,000,000/\$3,000,000. A certificate of insurance that at least these amounts are in place shall be filed with the Select Board. The Licensee shall notify the Town no less than ten days prior to the cancellation or material change of said coverage.

**Deleted:** <#>For all deliveries of products conducted off the licensed premises, the Licensee shall keep written records including the date of sale, quantities and sizes of items purchased, method of payment transaction, and name and address of purchaser. In addition to the preceding requirements, the amount of the beverages that were delivered, the date and time of delivery, the signature of the person receiving the delivery and the type of identification card used to confirm age shall be retained. Such written records shall be maintained by the Licensee within or upon the licensed premises for a period of not less than one year and must be readily available for inspection by the Town.¶

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Deliveries shall be made by persons 21 years of age or older.¶

**Deleted:** <#>Deliveries shall be prohibited to non-licensed premises on the main campuses of Wellesley College, 106 Central Street; Babson College, 189 Wellesley Avenue; and Mass Bay Community College, 50 Oakland Street; except deliveries made to college administrators whose names appear on an approved list filed by a college with the Select Board. A map detailing the location of the properties is attached herein to these regulations. Licensees may obtain a copy of certified college administrators at the Board's Office.¶

## X. VIOLATIONS

10.1 Suspension, Revocation, Cancellation or Modification: Licenses issued under this Policy are subject to suspension, revocation, cancellation or modification for breach of any conditions, regulations, laws, bylaws, or policies of the Commonwealth of Massachusetts, the Town or the Select Board.

10.2 Guidelines: Licensees violating applicable laws of the Commonwealth, rules or regulations of the ABCC, these policies, or the terms of its license, may be subject to the following range of enforcement actions:

- i. First Offense: One to three day suspension.
- ii. Second Offense: Three to seven day suspension.
- iii. Third Offense: Seven to twelve day suspension.
- iv. Fourth Offense: Revocation.

Offense shall mean a violation of M.G.L. c.138, the ABCC Rules and Regulations, these regulations, or any other law or regulation of the Town. Each instance of a violation shall be considered a separate offense.

The enforcement actions listed above shall be a guide for the Select Board. However, the Board, in its discretion, may impose an enforcement action that is more lenient or more severe than suggested by the guidelines when the facts surrounding the violation so warrant. The penalties listed above shall not be construed to limit the Board's ability to impose alternative dispositions, further conditions on a license, or alternative penalties (e.g., rolling back service hours). The Board may also increase the insurance policy minimums as provided in M.G.L. c.138, §§64A, 64B, or 67.

10.3 Public Hearing: The Select Board shall hold a public hearing prior to suspending, modifying, revoking, or cancelling any license.

10.4 Fees: In the event of the suspension, modification, revocation, or cancellation of any license, the Licensee shall not be entitled to reimbursement for any licensing fee or any portion thereof

10.5 Notice: Whenever the Select Board suspends a license, the Board shall provide the Licensee with a sign stating the reasons for suspension. During the entire period of the suspension, the sign shall be attached to the premises in a conspicuous location so that is visible from the outside of the premises or such other location as the Select Board shall deem reasonable and

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## XI. SPECIAL TEMPORARY LICENSES

- 11.1 Types of License: The Board may issue a Temporary License for the sale of All Alcoholic Beverages or Wine and Malt Beverages only to the responsible manager of any nonprofit organization.
- 11.2 Standard of Review: In addition to the considerations listed in Section 3.2, the Select Board may consider whether the Applicant has historically complied with *M.G.L. c.138*, and these Policies in the past in issuing a license under this section.
- 11.3 Application: In addition to the Application Fee, the Application shall be made on a form approved by the Select Board and shall include the following:
- Description of the event;
  - Documentation of control over the licensed area (lease or deed);
  - Written indication of the manner by which service, sale, delivery, and dispensing of alcoholic beverages are to be controlled;
  - Proof of non profit status;
  - A floor plan or diagram (8½" x 11" sketch) showing the exact location within the event area where alcoholic beverages will be dispensed;
  - Designation and identification in writing of all individuals who will serve, sell, deliver, and/or dispense alcoholic beverages;
  - Server Training Certificates, if available (Section 11.7); and
  - Other such information that the Board may request.
- 11.4 Filing Deadline: Applications for a Special Temporary License shall be submitted at least 30 days prior to the event.
- 11.5 Duration: Any Special Temporary License shall identify the date on which the licensee is permitted to distribute the alcohol (the event date). However, the license shall be for a three-day period surrounding the event in order to allow delivery and dispose of all alcohol purchased for the event, unless the Licensee can demonstrate the any such additional days are not necessary for acquisition or disposal of alcoholic beverages.
- 11.6 Acquisition of Alcohol: The Select Board shall provide to all Licensees a list of licensed Massachusetts wholesalers, or the method by which a licensee may obtain such a list, upon request. Alcohol must be purchased or donated in accordance with *M.G.L. c.138*, §14 and the Alcoholic Beverage Control Commission's regulations
- 11.7 Alcohol Training: All individuals serving or selling alcoholic beverages or viewing identification cards shall be trained in accordance with Section 7.5 above. A certificate of

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completion shall be provided to the Select Board at least 10 days prior to the event. There shall be no self-service of any alcoholic beverages.

- 11.8 Insurance: Applicants for special licenses shall provide proof of insurance in commercially reasonable amounts to the Select Board with the Application.
- 11.9 Police Detail. Notice of the application shall be sent to the Police Department. If deemed advisable by the Chief of Police or the Board, the applicant shall agree to and be responsible for arranging for a police detail for the event as well as for any applicable fees associated with a detail. In these situations, evidence that a police detail has been secured must be supplied before a license will be issued.
- 11.10 Violations: The Select Board may refuse to issue a Special Temporary License if, in its opinion, an Applicant fails to establish compliance with the requirements of M.G.L. c.138, or any state or local regulation, or any reasonable requirements of the Board. Whenever any a Special Temporary License holder fails to maintain compliance with such requirements, the Board may, after an opportunity for hearing, modify, suspend, cancel or revoke such license.

## **XII. LICENSE TO USE TOWN BUILDINGS FOR THE DISPENSING OF ALCOHOL**

12.1 Qualifications. As provided in Article 49.19 of the Town Bylaws, the service and consumption of alcohol in or upon any Wellesley Public School building or grounds, as well as all Town-owned grounds including public ways is prohibited.

12.2 Application. Applicants for a Town Building Special License shall submit the following to the Select Board at least 30 days prior to the event:

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- a. Documentation that all alcoholic beverages will be served by a Caterer licensed pursuant to MGL c.138, §12C, or a written statement that the Applicant has filed an application for a Temporary Special License pursuant to MGL c.138, §14 and Section XI of this Policy.
- b. If alcohol will be on the premises but not supplied by the applicant for consumption, documentation that the alcohol is to be used in a class or program to occur at the Town Building or is supplied by the participants of the class or program for their personal consumption.
- c. Written approval from the elected Town board with the care, custody and control of the Town building that is the subject of the application.
- d. A written certification to comply with all rules and regulations pertaining to the rental and/or use of Town building, including any specific requirements related to the service of alcohol in said building. Those using Town property must comply with all Town laws, regulation and guidelines.
- e. If the applicant is not a Department of the Town and will be providing the alcohol, documentation of the applicant's status as a charitable non-profit organization.
- f. Identification and relevant information about the responsible manager who will be on-site for the duration of the event supervising the service and consumption of alcohol. The name and relevant information of a back-up manager may also be provided.
- g. A description of the event, including the following:
  1. Purpose and theme of the event;
  2. Number of attendees;
  3. Hours of operation;
  4. Event layout and staffing;

5. Plan to ensure use of alcohol is restricted to the interior of the authorized Town building;
6. Fees/pricing; and
7. Other relevant information necessary to assist the Select Board in its review of the application.

h. Relevant documentation including, but not be limited to, a copy of the event invitation, flyer, or letter of explanation regarding the event.

12.3 Duration. Any license issued pursuant to this section, shall only allow its holder to use the premises for the sale and service of alcoholic beverages on the date or dates specifically listed in the license.

12.4 Insurance. Within three business days of the event, the non-profit charitable organization shall provide a certificate of insurance for liquor liability coverage in the amount of \$1,000,000/\$2,000,000 or more. The certificate of insurance shall include coverage naming the Town of Wellesley as additionally insured.

12.5 Service of Alcohol. All service of alcoholic beverages must comply with the terms of the Caterer's ABCC liquor license or its Special Temporary License. Additionally, all individuals serving alcohol must have successfully completed one of the alcoholic beverage training program identified in Section 7.5, or any other insurance industry approved and qualified program offered by a certified trainer and approved by the Select Board to prevent sales to minors or intoxicated persons, within the last three years. Documentation of such compliance must be provided to the Select Board at least three (3) days prior to the event.

#### **4. 7:05 FMD Capital Presentation**

Joe McDonough will be joining the meeting to give his annual capital presentation. Please find Joe's slides attached. Given the length we printed 2 per page. The full presentation will be posted on the FMD Website following the presentation. We have invited Advisory, Schools, Library, SEC, and DPW to join the meeting.



# *FY23 FMD Capital Budget*



*Annual Presentation  
November 15, 2021*

Wellesley Facilities Management Department

## AGENDA

- Overview
- Status Update on Capital Projects
- FMD's Role in Capital Planning
- FMD's Capital Planning & Budgeting Approach
- Progress on FY20 to FY22 Capital Projects
- FY23 Cash-Capital Budget

*\*Entire PowerPoint Presentation to be posted on FMD website  
<https://wellesleyma.gov/Archive.aspx?AMID=38>*

November 15th FMD Presentation

## Requests by Buildings

### \* FY23 Requests

### Σ Other Requests

- \* **Preschool (PAWS)**
- \* **Bates**
- Fiske
- Hardy
- Hunnewell
- Schofield
- Sprague
- Upham
- \* **Middle School**
- \* **High School**
- Field House
- Σ **Districtwide**
- Σ **Townwide**
- Town Hall
- \* **Main Library**
- \* **Hills Branch**
- \* **Fells Branch**
- \* **Police Station**
- \* **Fire Station (Hqts)**
- \* **Fire Station (Central)**
- \* **Warren Building**
- Morse's Pond Bathhouse
- DPW Operations
- DPW Water & Sewer
- DPW Highway & Park
- \* **DPW RDF**
- \* **Senior Center**

November 15th FMD Presentation

## Mission Statement

The mission of the Facilities Management Department (FMD) is to treat department managers as highly valued customers, by being responsive to their facility needs and allowing them to focus on their own core missions. Facilities will be professionally managed, operated and maintained in an efficient manner and within established budgets. FMD shall maximize service life of facilities and equipment, protecting valuable public assets, through regular preventive maintenance and **collaboratively prepared long-term capital plans**. FMD staff recognize the uniqueness of each department's building and operational needs and accomplishes their work in a way that minimizes service interruption. **Sustainability and energy efficiency** are at the forefront of all FMD operations and practices, and staff shall endeavor to incorporate these into all aspects of their work.

November 15th FMD Presentation

## FMD & PBC: SUCCESS STORY

- FMD Began PBC Support on **July 1, 2017**
- *MoU* between Select Board and PBC
- Project Management Greatly Improved
  - *\*School Security, \*MS Piping, \*MS Bldg Systems (MSBS),*
  - *\* Library Renovation/Roof, \* Town Hall Renovation*
- *\*Assuming OPM & Clerk-of-Works Roles*
  - Established Standard CM@Risk Process (MSBS, Town Hall)
- Enhanced Staff Support Provides:
  - More strategic PBC focus
  - Increased capacity to oversee more projects
- \$4.4M in savings in just over 4 years
- ***Jointly poised to take on \$207M in projects!***

November 15th FMD Presentation

## FMD & PBC: SUCCESS STORY

### **Financial Metrics: Savings since 2017**

- School Security Project = \$2,000,000
- Providing OPM/Clerk Services = \$1,140,000
- Negotiated CO/amendments = \$1,263,000
- ***Total Savings = \$4,403,000***
- Design & Construct. Personnel Cost = \$1.42M
- ***ROI/Payback = 3.11***

November 15th FMD Presentation



# STATUS UPDATE ON CAPITAL PROJECTS

## Major Building Projects: The Next 7 Years

| Project              | Total Estimated<br>Budgetary Cost | Current Phase of<br>Project | Final Design<br>Start | Construction<br>Start |
|----------------------|-----------------------------------|-----------------------------|-----------------------|-----------------------|
| Hunnewell School     | \$57,200,000                      | Finalizing Bid/GMP          | Complete              | June 2022             |
| Hardy School         | \$70,000,000                      | Schematic Complete          | December 2021         | March 2023            |
| MS Building Paving   | \$2,500,000                       | Final Design                | July 2021             | Summer 2022           |
| TH Interior Reno     | \$17,000,000                      | Final Design                | July 2021             | January 2023          |
| DPW: Park & Hwy Bldg | \$7,500,000                       | Study Complete              | July 2023             | January 2025          |
| DPW: RDF Admin. Bldg | \$3,300,000                       | Study Complete              | July 2023             | January 2025          |
| MOPo Project         | \$5,400,000                       | Study In Progress           | July 2023             | January 2025          |
| DPW: Baler Bldg      | \$1,900,000                       | Study Complete              | July 2025             | January 2027          |
| Sprague/Bates Roofs  | \$3,100,000                       | In Capital Plan             | July 2025             | July 2027             |
| MS Roof              | \$4,000,000                       | In Capital Plan             | July 2025             | July 2027             |
| New Preschool        | \$20,000,000                      | Study Complete              | July 2026             | January 2028          |
| School AC Project    | \$15,480,000                      | Study Complete              | July 2026             | January 2028          |
| Total =              | \$207,380,000                     |                             |                       |                       |

# Major Project Financing: Next 7 Years

| October 29, 2021                       |                     | Major Project Financing Schedule: Seven Year Look-Ahead |                    |                  |                    |                  |                    |                  |                    |                  |                    |                  |                    |                  |                    |                  |        |  |  |
|--|---------------------|---|--------------------|------------------|--------------------|------------------|--------------------|------------------|--------------------|------------------|--------------------|------------------|--------------------|------------------|--------------------|------------------|--------|--|--|
| Project                                | Phase               | Estimated Cost  | FY2022 Spring 2021 | FY2022 Fall 2021 | FY2023 Spring 2022 | FY2023 Fall 2022 | FY2024 Spring 2023 | FY2024 Fall 2023 | FY2025 Spring 2024 | FY2025 Fall 2024 | FY2026 Spring 2025 | FY2026 Fall 2025 | FY2027 Spring 2026 | FY2027 Fall 2026 | FY2028 Spring 2027 | FY2028 Fall 2027 |        |  |  |
| Hammerhead Construction                | Construction        | \$54.4M   |                    |                  | X - DE             |                  |                    |                  |                    |                  |                    |                  |                    |                  |                    |                  |        |  |  |
| Hammerhead Bridge Space                | Construction        | \$2.8M  |                    |                  | X - ITL            |                  |                    |                  |                    |                  |                    |                  |                    |                  |                    |                  |        |  |  |
| Hardy Johnson Project                  | Design/Construction | \$70.0M   |                    |                  | X - DE             |                  |                    |                  |                    |                  |                    |                  |                    |                  |                    |                  |        |  |  |
| Middle School Project                  | Construction        | \$2.50M   |                    |                  | X - ITL            |                  |                    |                  |                    |                  |                    |                  |                    |                  |                    |                  |        |  |  |
| Travis Hall Interior Renovation        | Construction        | \$1M  |                    |                  | X - DE             |                  |                    |                  |                    |                  |                    |                  |                    |                  |                    |                  |        |  |  |
| MOJO Renovation                        | Design/Construction | \$800K  |                    |                  |                    |                  | CPC                |                  |                    |                  |                    |                  |                    |                  |                    |                  |        |  |  |
| Warren HVAC Renovation                 | Design/Construction | \$500K  |                    |                  |                    |                  | X - ITL            |                  | X - ITL            |                  |                    |                  |                    |                  |                    |                  |        |  |  |
| DPTW New RIDE Admin Bldg               | Design/Construction | \$500K  |                    |                  |                    |                  | X - ITL            |                  | X - ITL            |                  |                    |                  |                    |                  |                    |                  |        |  |  |
| DPTW Reno: Park & Hwy                  | Design/Construction | \$1.1M  |                    |                  |                    |                  | X - ITL            |                  | X - ITL            |                  |                    |                  |                    |                  |                    |                  |        |  |  |
| DPTW Reno: RIDE Bldg Bldg              | Design/Construction | \$1.0M  |                    |                  |                    |                  |                    |                  | X - ITL            |                  |                    |                  |                    | X - ITL          |                    |                  |        |  |  |
| Sprague & Burre Roads Replace          | Design/Construction | \$300K  |                    |                  |                    |                  |                    |                  | X - ITL            |                  |                    |                  |                    | X - ITL          |                    |                  |        |  |  |
| Middle School Road Replace             | Design/Construction | \$400K  |                    |                  |                    |                  |                    |                  | X - ITL            |                  |                    |                  |                    | X - ITL          |                    |                  |        |  |  |
| New Preschool                          | Design/Construction | \$2.0M  |                    |                  |                    |                  |                    |                  |                    |                  |                    |                  |                    | X - ITL          |                    |                  |        |  |  |
| Washburne Elementary                   | Design/Construction | \$18.0M   |                    |                  | \$17.2             | \$1.5            | \$17.0             | \$1.0            | \$6.0              | \$16.5           | \$1.0              | \$6.0            | \$1.0              | \$6.0            | \$1.0              | \$6.0            | X - DE |  |  |
| Washburne Elementary                   | Design/Construction | \$40.6  | \$0.0              | \$2.80           | \$0.0              | \$2.10           | \$0.0              | \$0.00           | \$12.30            | \$1.0            | \$0.0              | \$2.0            | \$0.0              | \$0.0            | \$0.0              | \$0.0            |        |  |  |
| Debt Exclusion -                       |                     | \$169.4   | \$0.0              | \$17.0           | \$0.0              | \$17.0           | \$0.0              | \$0.0            | \$0.0              | \$0.0            | \$0.0              | \$0.0            | \$0.0              | \$0.0            | \$0.0              | \$16.0           |        |  |  |
| CPC Funded -                           |                     | \$5.4   | \$0.0              | \$0.0            | \$0.0              | \$0.0            | \$0.0              | \$0.0            | \$4.60             | \$0.0            | \$0.0              | \$0.0            | \$0.0              | \$0.0            | \$0.0              | \$0.0            |        |  |  |
| DE = Debt Exclusion                    |                     |   |                    |                  |                    |                  |                    |                  |                    |                  |                    |                  |                    |                  |                    |                  |        |  |  |
| ITL = Inside The Levy                  |                     |   |                    |                  |                    |                  |                    |                  |                    |                  |                    |                  |                    |                  |                    |                  |        |  |  |
| CPC = Community Preservation Committee |                     |   |                    |                  |                    |                  |                    |                  |                    |                  |                    |                  |                    |                  |                    |                  |        |  |  |

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## Investment Continues to Pay Off

- Significant Increase in Cash Capital
  - FY13: \$893,000
  - FY14: \$1,141,000
  - FY15: \$1,500,000
  - FY16: \$1,575,000
  - FY17: \$1,750,000
  - FY18: \$1,875,000
  - FY19: \$1,850,000
  - FY20: \$1,850,000
  - FY21: \$888,000 (plus \$1,026,000 at STM)
  - FY22: \$1,207,000 (reduced from \$2M due to COVID)
  - FY23: \$2,898,000

\$18.4M in 11 years!

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## The Plan Works

- Proven Success from FY13 to FY22 - *388 Projects!*
  - FY13: 65 of 66 Projects completed
  - FY14: 67 of 67 Projects completed
  - FY15: 50 of 50 Projects completed
  - FY16: 54 of 54 Projects completed
  - FY17: 51 of 51 Projects completed
  - FY18: 22 of 23 Projects completed
  - FY19: 31 of 32 Projects completed
  - FY20: 27 of 29 Projects completed or in progress
  - FY21: 4 of 4 Projects completed
  - FY22: 11 of 12 Projects completed or in progress

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# “STATE OF THE FMD BUILDINGS”

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# Significant Progress Made

- \$77M Investment over past 9 years
- “Caught Up” on Deferred Maintenance
- Reactive/repair ➡ PM ➡ Planned Replacement



2012: BEHIND THE WAVE



2021: AHEAD OF THE WAVE

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# High School



- Preventive maintenance through operating budget
- Minor projects through cash-capital budget
  - *LED Lighting Replacement Project*
    - FY23: \$1,250,000 - Phase II
    - FY24: \$900,000 - Phase III

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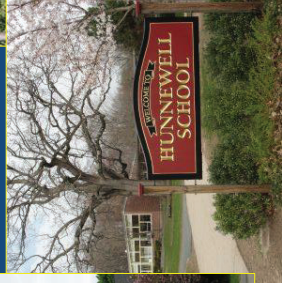
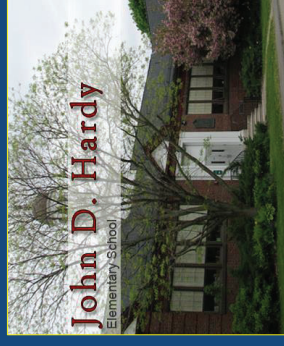
## Schofield & Fiske



- *Major interior renovations completed 2016*
- Preventive maintenance through operating budget
- Minor projects through cash-capital budget

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## Hardy, Hunnewell & Upham



- New Hunnewell School
  - *February 2024* Opening
- New Hardy School
  - *September 2024* Opening
- Closed Upham School
  - *FY24* First Year of Maintenance Costs

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## Middle School



- **Building Systems Project:**
  - \$13.3M Project Completed Summer 2021
- **Paving Project:** \$2.5M assumed for 2022
- **Roof Replacement:** \$4.0M for FY27 (2026: 21 years old)

**"25-Year" School Achieved**

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## Bates & Sprague



- Preventive maintenance through operating budget
- Minor projects through cash-capital budget
  - *"Window" for Systems Replacement Approaching*
  - *Sprague Chiller Project – Completed Summer 2021*
  - *FY23 Bates: FACP Replacement & Staff Rm Renovation*

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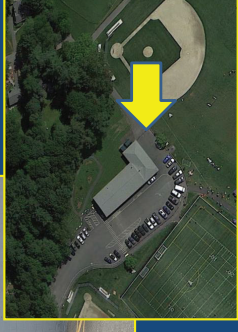
## PAWS



- Existing School
  - Preventive maintenance through operating budget
  - Minor projects through cash-capital budget
  - *FY23 Request for LED Lighting*
- Feasibility Study completed in 2018
  - *New \$20M school in plan for FY28 (Placeholder)*

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## Field House at Sprague



- One of two FMD Maintenance Shops (other at Fiske)
- Preventive maintenance through operating budget

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## Town Hall



- Exterior Restoration: Completed
- Interior Renovation: Currently in Schematic Design
  - *Fall 2022 STM Construction Fund Request*
  - *Renovation to be Complete in Spring 2024*

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## Police Station

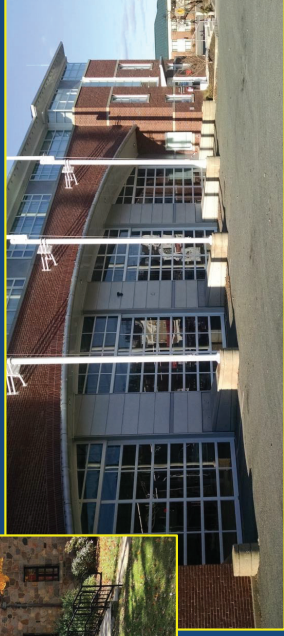


- Preventive maintenance through operating budget
- Minor projects through cash-capital budget
  - *FY23 Requests for HVAC Recommissioning & LED*

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## Fire HQ and Central Station 1



- Preventive maintenance through operating budget
- Minor projects through cash-capital budget
  - *FY23 Request for Roof & Façade Repairs at Central*

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## Main Library



- Preventive maintenance through operating budget
- Various projects through cash-capital budget
- *FY23 Request for HVAC Recommissioning*

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## Hills & Fells Branch Libraries



- Preventive maintenance through operating budget
- Minor projects through cash-capital budget
- *FY23 Request for HVAC Recommissioning*

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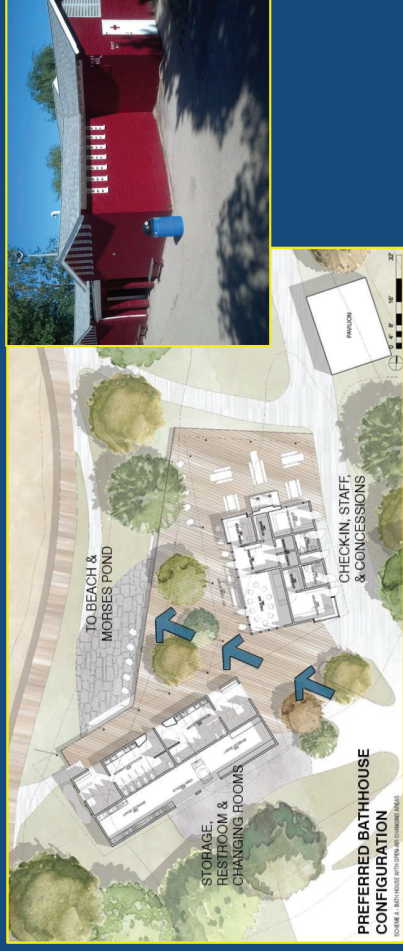
## Warren Building



- Study for Likely Replacement of HVAC System Underway
- Operations and cash-capital budgets used for other work
- *FY23 Requests for HVAC Recommissioning & LED Project*

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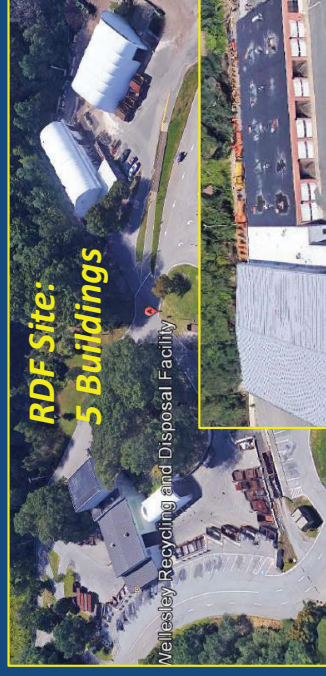
# Morses Pond Bath House



- Preventive maintenance through operating budget
- Minor projects through cash-capital budget
- **CPC Funded Feasibility Study in Progress**
  - **\$5.4M Total Project - FY25 Placeholder**

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# 8 DPW Buildings

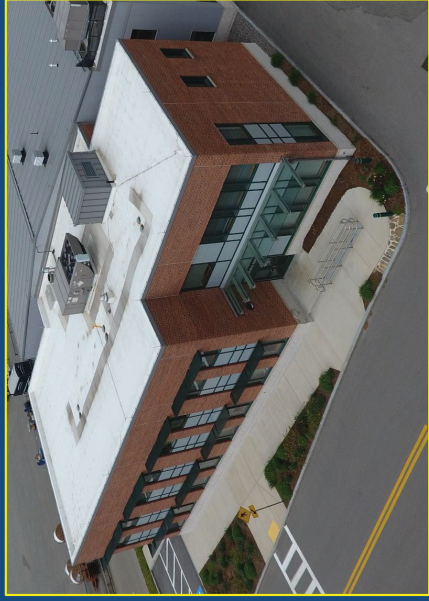


**Municipal Way Site: 3 Buildings**

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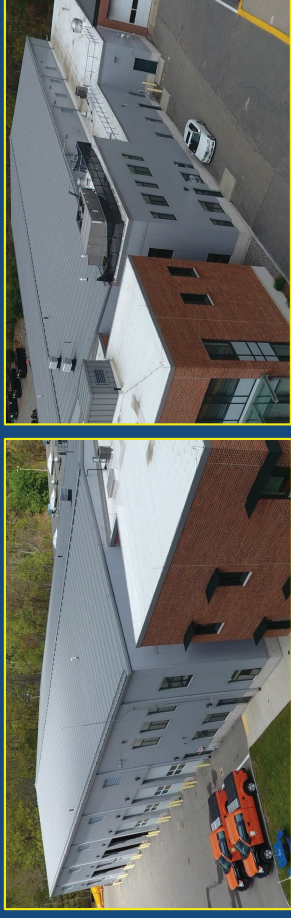
## DPW Operations Building



- Preventive maintenance through operating budget
- Various projects through cash-capital budget

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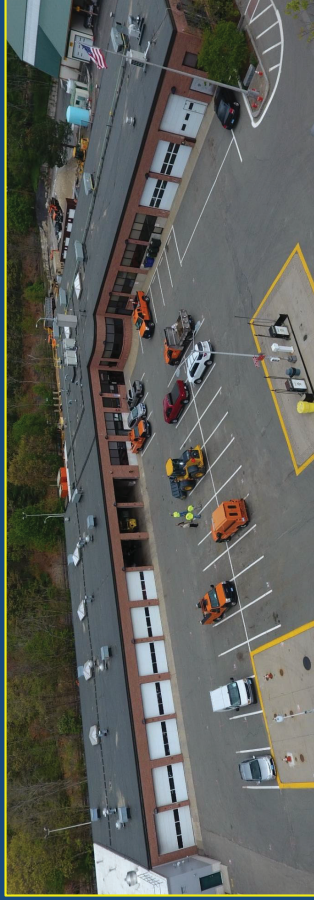
## DPW Water & Sewer Building



- Preventive maintenance through operating budget
- Various projects through cash-capital budget

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## DPW Highway & Park Building



- Preventive maintenance through operating budget
- Various projects through cash-capital budget
- *Feasibility Study Completed in 2020*
- *\$7.5M Renovation and Repair Project Recommended*
  - *Assumed Construction Funding Request in FY25*

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## DPW RDF Buildings



- *Feasibility Study Completed in 2020*
- *\$400k Sprinkler Project Completed at Baler Building - 2021*
- *\$3.3M New Administration Building - FY25*
- *\$1.9 Baler Building Renovation – FY27*
- *\$170k FY23 Project to Repair Transfer Station Shed*

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## Senior Center



- Opened in Fall 2017 – 4 Years Old
- Preventive maintenance through operating budget
- Various projects through cash-capital budget
- *FY23 Request for Cooling for Data Room*

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# FMD'S ROLE IN CAPITAL PLANNING

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## Capital Planning Role

- Critical Aspect of FMD
- Capital Planning & Design and Construction
- *ALL* capital projects first identified in FMD
- Process starts in summer and ends at ATM

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## Capital Planning Role (Cont.)

- Typical Cash Capital (under \$500k): FMD executes all aspects of project; or
- Major Projects (over \$500k): PBC manages and FMD provides support led by our *Design & Construction Group*

*Note: Fixtures, Furniture/Furnishings and Equipment (FFE) carried in department budgets*

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## PLANNING MAJOR PROJECTS

- Major Design/Construction Projects in 2021
  - Hunnewell & Hardy Schools
  - MS Building Systems (MSBS)
  - Library Renovation and Roofing
  - Town Hall Interior Renovation
  - Sprague Chiller Replacement
- Projects Originated in Capital Plans
- Process Works: Projects Being Completed!

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## Middle School Building Systems (MSBS)



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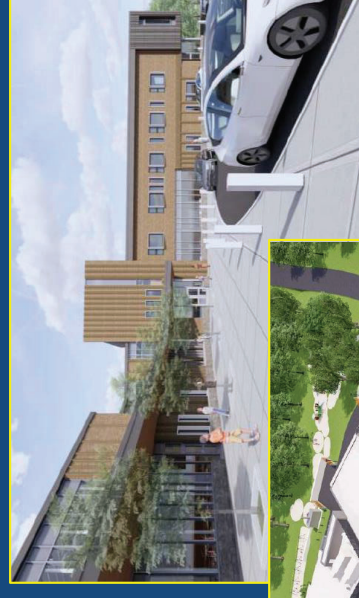
## Library Renovation & Roof Replacement



New 30 Year, PV- Ready Roof

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## Hunnewell and Hardy Projects



New Hardy



New Hunnewell

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# *FMD'S CAPITAL PLANNING AND BUDGETING APPROACH*

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## Criteria & Considerations

- Life Safety & Environmental Health
- Impact to Learning/Work Environment
- Sustainability/Energy Efficiency
- Preventive Maintenance
- Service Life Exceeded
- Interim Measures – “Triage”
- Account for Major Projects Planned

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## Major Projects & Triage

- Plan must anticipate upcoming major projects:
  - Hardy/Hunnewell/Upham
  - Town Hall
  - DPW
- “Triage” Contingency
  - Started in FY13
  - Helps “Bridge the Gap” until major project

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## Budget Development Process

- *Process evolving based on changing needs*
- Evaluate Previous Year’s Requests
- Develop Preliminary Priority List of Projects
- *Must consider budget guidelines*
- Review w/ Principals & Department Heads

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## Budget Development Process (Cont.)

- Review School List with Superintendent and Assistant Superintendent of Finance
- Review Final List with:
  - FMD Managers, Executive Director and Financial Services Dept
- Final Version Presented Tonight for Input
- Continue to advocate for projects until Town Meeting

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# *PROGRESS ON FY20, FY21 & FY22 CAPITAL PROJECTS*

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## ACCOMPLISHING FY22 CAPITAL PROJECTS

- *11 of 12 Projects Complete or in Progress*
- HVAC Recommissioning
  - High School Fire HQ, Fire Central, PAWS
- Mechanical Systems Study
  - Warren, Main Library, Sprague
- Middle School LED Lighting Completion
- Middle School Parking Lot Design
- Fire HQ Flat Roof Study
- Police Station Flooring

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## FY20 Project: Fire Headquarters

### Bathroom Upgrades

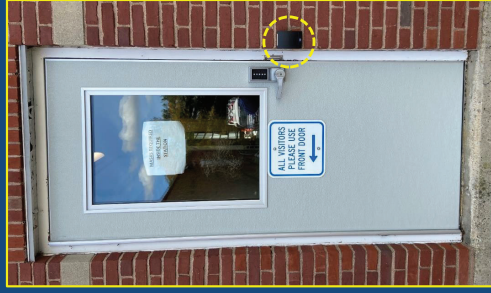


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## FY20 Project: Fire Headquarters & Central

### Security Upgrades – Door Access Controllers



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## FY20 Project: Hills & Fells Libraries

### Security Upgrades – Doors and Access Controllers

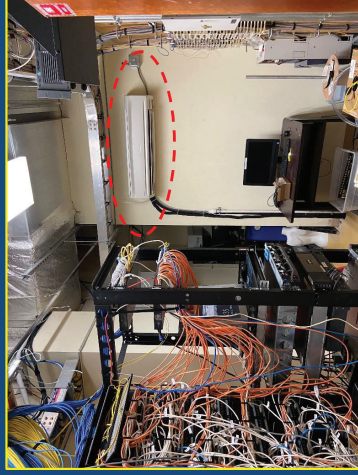


*Doors installed by FMD Maintenance*

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## FY20 Project: Main Library

Dedicated Added Air-Conditioning for Data Room



*Project performed by FMD Maintenance*

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## FY21 Project: Sprague School

Chiller Replacement

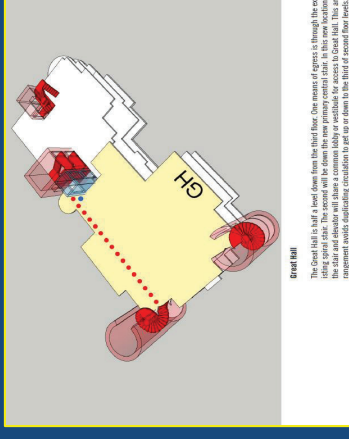


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## FY21 Project: Town Hall

## Supplemental Study



## Getting to "YES" Vote

| Schedule | Article | Description   | Sponsor | Action<br>YES/NO/ABST |
|----------|---------|---|---------|-----------------------|
| 5/3/2021 | 17      | Amendment to Article 17 to Study Comparative Costs of Natural Gas Heating versus Electric Heating Systems | RS      | NO(94/110/6)          |
| 5/3/2021 | 17      | Town Hall Interior through Bidding Phase (2/3rds required)  | SO/PRC  | YES(169/35/6)         |
| 5/3/2021 | 18      | Grove Street Construction (2/3rds required)   | BWP     | YES(169/35/6)         |

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# *FMD'S LED PROGRAM: PROGRESS AND NEXT STEPS*

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## *Overview*

- FY15 to FY25 *Program* (11 years)
- Replace fluorescent lights one-for-one with new LEDs
- Total plan \$6.5M (Average \$590k/year)
- Procurement: MGL Chapters 25A, 30B, and 149
- Progress & Plans to Complete
  - ✓ 41% complete to date (SF basis)
  - ✓ 48% complete after FY22
  - ✓ 100% complete by FY25

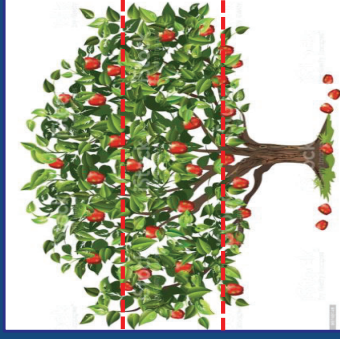
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## LED Program Goals

- Reduce electricity use by \$181k/yr. by FY25
- Reduce CO2 emissions by 955 MTs/yr. by FY25
- FY15 to FY25 cumulative:
  - 19% overall reduction in electricity use
  - 5,682,199 kWh reduction
  - \$761,415 cost avoidance/savings
  - 4,018 MT CO2 reduction
- Overall LCCA Payback less than 5 yrs.!

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## Energy Conservation Measure (ECM) Opportunity Tree



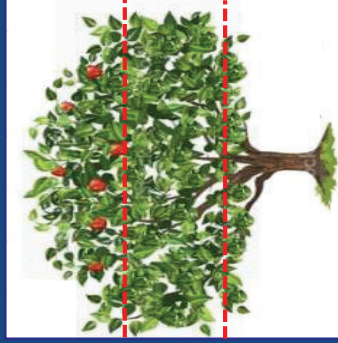
FY21 to FY25  
5+ Year Simple Payback  
HVAC & Interior LEDs  
(Pending/Planned)

FY20  
3-5 Year Simple Payback  
Metasys & Corridor LEDs  
(Completed)

FY12 to FY19  
1-3 Year Simple Payback  
ReCx & Exterior LEDs  
(Completed)

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## ECM Progress to Date



FY21  
to  
FY25

5+ Year Simple Payback  
HVAC & Interior LEDs  
(Pending/Planned)

FY20

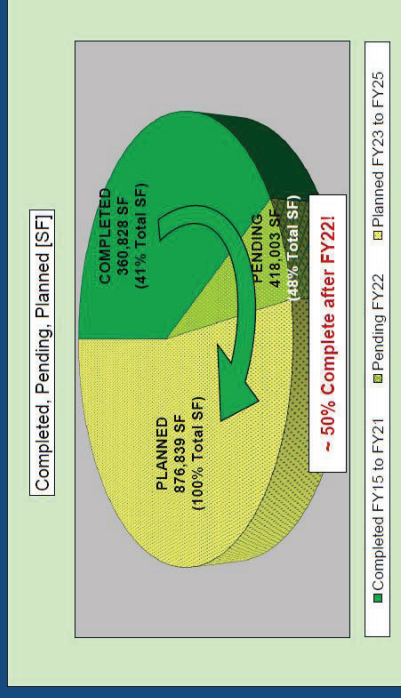
3-5 Year Simple Payback  
Metasys & Corridor LEDs  
(Completed)

FY12  
to  
FY19

1-3 Year Simple Payback  
ReCx & Exterior LEDs  
(Completed)

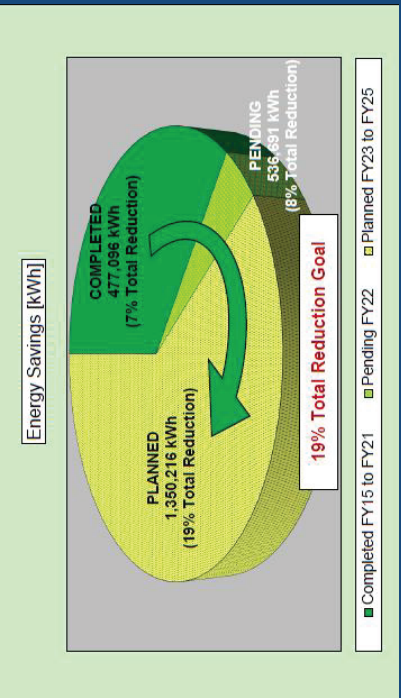
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## LED Progress: Completed, Pending, Planned



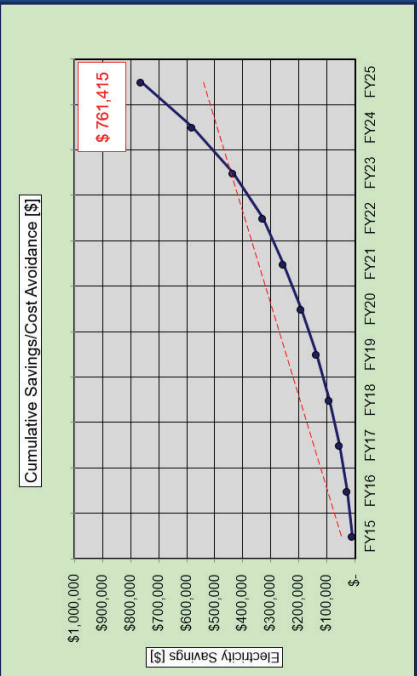
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# LED Energy Reduction



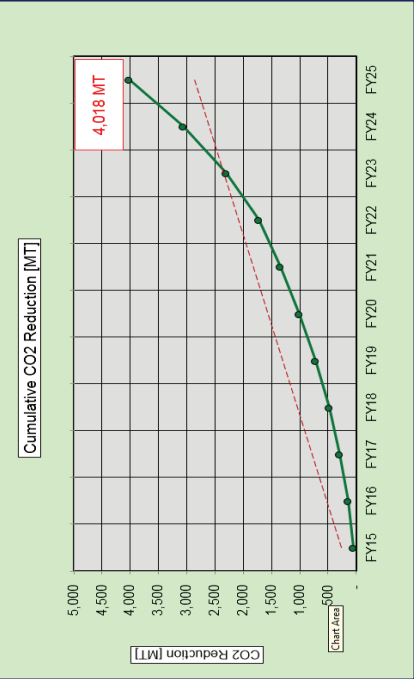
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# LED Savings/Cost Avoidance



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# LED Reduction of Greenhouse Gas Emissions



# LED GHG Emissions Reduction Equivalent (4,018 Metric Tons Carbon)

homes' energy use for one year

485

Passenger vehicles driven for one year

876

barrels of oil consumed

9,323

gallons of gasoline consumed

453,120

Pounds of coal burned

4,450,838

Miles driven by an average passenger vehicle

10,120,333

<https://www.epa.gov/energy/greenhouse-gas-equivalencies-calculator>

## *Improving the Learning Environment*



Old Fluorescents Lights



New LED Lights

### *Bates School LED Project: **Lighting Quality***

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# *FY23 CASH-CAPITAL BUDGET*

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# FY23 Cash Capital Highlights

- Total = \$2,898,000 (\$1,207,000 in FY21)
- \$1,250,000 LED Replacements at HS
- \$600 Roof & Façade Repairs at Central Fire
- \$170k Fabric Repairs at RDF Transfer Shed
- \$160k HVAC Recommissioning Projects
- \$110k Security Systems Equipment Replacement

# Summary Budget: 10 Year Capital Plan

| City of Phoenix<br>Summary Budget: 10 Year Capital Plan<br>FY2023 - FY2032 |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                   |                   |
|--|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|-------------------|-------------------|
| Building   | FY2023           | FY2024           | FY2025           | FY2026           | FY2027           | FY2028           | FY2029           | FY2030           | FY2031           | FY2032           | 10 Year Total     | 10 Year Plan      |
| <b>Police Department</b>   |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                   |                   |
| Police Department  | 1,200,000        | 1,200,000        | 1,200,000        | 1,200,000        | 1,200,000        | 1,200,000        | 1,200,000        | 1,200,000        | 1,200,000        | 1,200,000        | 12,000,000        | 12,000,000        |
| <b>Fire Department</b>   |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                   |                   |
| Fire Department  | 1,698,000        | 1,698,000        | 1,698,000        | 1,698,000        | 1,698,000        | 1,698,000        | 1,698,000        | 1,698,000        | 1,698,000        | 1,698,000        | 16,980,000        | 16,980,000        |
| <b>Public Works Department</b>   |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                   |                   |
| Public Works Department  | 900,000          | 900,000          | 900,000          | 900,000          | 900,000          | 900,000          | 900,000          | 900,000          | 900,000          | 900,000          | 9,000,000         | 9,000,000         |
| <b>Other Departments</b>   |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                   |                   |
| Other Departments  | 298,000          | 298,000          | 298,000          | 298,000          | 298,000          | 298,000          | 298,000          | 298,000          | 298,000          | 298,000          | 2,980,000         | 2,980,000         |
| <b>Total</b>   | <b>2,898,000</b> | <b>2,898,000</b> | <b>2,898,000</b> | <b>2,898,000</b> | <b>2,898,000</b> | <b>2,898,000</b> | <b>2,898,000</b> | <b>2,898,000</b> | <b>2,898,000</b> | <b>2,898,000</b> | <b>28,980,000</b> | <b>28,980,000</b> |

FY23 Cash Capital (CC) =  
\$2,898,000

10 Year CC Total =  
\$18,209,000

10 Year Debt Funded  
Total =  
\$86,450,000

123 Cash Capital budget  
requests in 10 year plan



## Major CC Projects: Next 6 Years

- High School: LED Phase II
- Mechanical Equipment Replacement
  - Warren (18 years old)
  - Sprague (21 years old)
  - Main Library (19 years old)
  - Bates (18 years old)
- Fire Stations: Roofing and Envelope Work
- Roofing: Bates, Sprague & MS (FY27 “Placeholders”)
- Paving: Bates, Sprague and Library

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## SUMMARY – CASH CAPITAL REQUESTS

| ORGANIZATION | FY23 BUDGET | FY23 REQUESTS |
|--------------|-------------|---------------|
| SCHOOL       | \$1,757,000 | \$1,757,000   |
| MUNICIPAL    | \$1,141,000 | \$1,141,000   |
| Total =      | \$2,898,000 | \$2,898,000   |

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## FMD Cash Capital Budgets

|                  | FY13             | FY14               | FY15               | FY16               | FY17               | FY18               | FY19               | FY20               | FY21             | FY22               | FY23               |
|------------------|------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|------------------|--------------------|--------------------|
| <b>SCHOOL</b>    | \$611,250        | \$811,292          | \$929,400          | \$865,000          | \$1,073,500        | \$1,553,000        | \$1,159,000        | \$937,000          | \$223,000        | \$847,000          | \$1,757,000        |
| <b>MUNICIPAL</b> | \$282,333        | \$330,049          | \$570,600          | \$710,000          | \$676,500          | \$322,000          | \$691,000          | \$913,000          | \$665,000        | \$360,000          | \$1,141,000        |
| <b>Total =</b>   | <b>\$893,583</b> | <b>\$1,141,341</b> | <b>\$1,500,000</b> | <b>\$1,575,000</b> | <b>\$1,750,000</b> | <b>\$1,875,000</b> | <b>\$1,850,000</b> | <b>\$1,850,000</b> | <b>\$988,000</b> | <b>\$1,207,000</b> | <b>\$2,898,000</b> |

*FY23 Budget more than tripled FY13!*

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## TOTAL– *SCHOOL CASH CAPITAL*

| SCHOOL/GROUP   | FY23 REQUESTS      |
|----------------|--------------------|
| Districtwide   | \$242,000          |
| Bates School   | \$90,000           |
| Preschool      | \$20,000           |
| High School    | \$1,260,000        |
| Middle School  | \$145,000          |
| <b>Total =</b> | <b>\$1,757,000</b> |

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## TOTAL– *MUNICIPAL CASH CAPITAL*

| BUILDING/GROUP       | FY23 REQUESTS      |
|----------------------|--------------------|
| Townwide             | \$30,000           |
| Fire HQ              | \$12,000           |
| Fire Central Station | \$600,000          |
| Main Library         | \$70,000           |
| Hills Library        | \$15,000           |
| Fells Library        | \$10,000           |
| Police Station       | \$65,000           |
| Senior Center        | \$34,000           |
| RDF                  | \$170,000          |
| Warren               | \$135,000          |
| Total =              | <b>\$1,141,000</b> |

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## *INDIVIDUAL SCHOOL BUDGETS*

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# High School

| PROJECT<br>REFERENCE<br>NO. | PROJECT DESCRIPTION   | BUDGET<br>REQUEST |
|-----------------------------|-----------------------|-------------------|
| HS-1                        | LED Lighting Upgrades | \$1,250,000       |
| HS-2                        | Pavement Markings     | \$10,000          |
| Total =                     |                       | \$1,260,000       |

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*Gymnasium & Auditorium Lighting Replacement*

*FY21 Green Communities Grant: \$100k*

## HIGH SCHOOL: LED Upgrades – Phase I

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Cafeteria



Classrooms

## Common Areas & Classrooms

### HIGH SCHOOL: LED Upgrades – Phase II

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## High School LED Program

- FY23 - Phase II: \$1,250,000
- FY24 - Phase III: \$900,000
- Completed Program will Yield:
  - 16% Annual Reduction in Electricity Usage
    - HS uses most electricity of all Town buildings
  - \$50,000 Annual Savings
  - Greenhouse Gases
    - 222 Metric Tons Reduction CO2

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## Preschool

| PROJECT<br>REFERENCE<br>NO. | PROJECT DESCRIPTION   | BUDGET<br>REQUEST |
|-----------------------------|-----------------------|-------------------|
| P-1                         | LED Lighting Upgrades | \$20,000          |
| Total =                     |                       | \$20,000          |

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## Bates

| PROJECT<br>REFERENCE<br>NO. | PROJECT DESCRIPTION                  | BUDGET<br>REQUEST |
|-----------------------------|--------------------------------------|-------------------|
| B-1                         | Staff Work/Breakroom Renovation      | \$40,000          |
| B-2                         | Fire Alarm Control Panel Replacement | \$50,000          |
| Total =                     |                                      | \$90,000          |

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## November 15th FMD Presentation

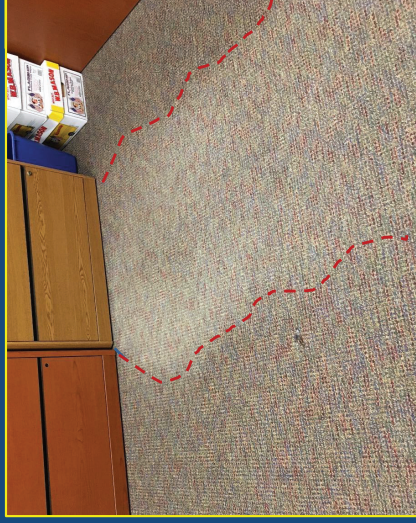


## November 15th FMD Presentation

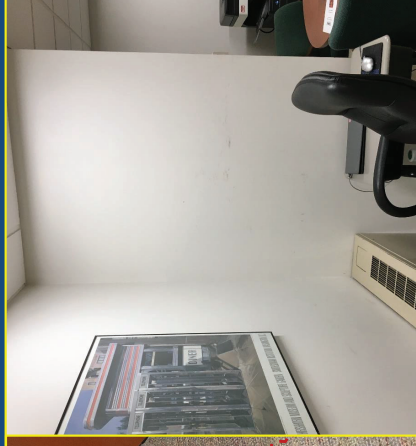
# Middle School

| PROJECT<br>REFERENCE<br>NO. | PROJECT DESCRIPTION                                  | BUDGET<br>REQUEST |
|-----------------------------|--|-------------------|
| MS-1                        | Central Administration Carpet Replacement & Painting | \$95,000          |
| MS-2                        | Satellite Clock Replacement                          | \$50,000          |
| Total =                     |  | \$145,000         |

November 15th FMD Presentation



*16-Yr Old Carpet*



*Wall Painting*

## MS Central Administration: Carpet Replacement and Painting

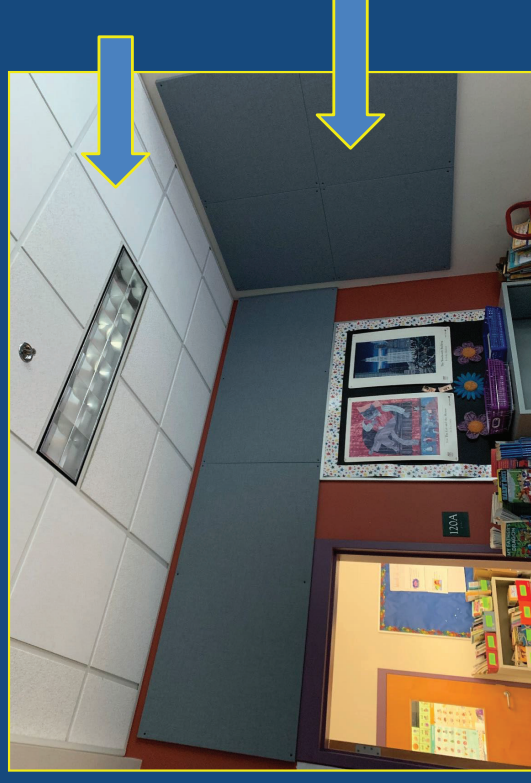
November 15th FMD Presentation



## Districtwide

| PROJECT<br>REFERENCE<br>NO. | PROJECT DESCRIPTION                    | BUDGET<br>REQUEST |
|-----------------------------|--|-------------------|
| DW-1                        | Environmental Testing and Mitigation   | \$16,000          |
| DW-2                        | Space Contingency                      | \$40,000          |
| DW-3                        | Custodial Equipment                    | \$50,000          |
| DW-4                        | Grounds Equipment                      | \$15,000          |
| DW-5                        | Maintenance Equipment                  | \$11,000          |
| DW-6                        | Security Systems Equipment Replacement | \$110,000         |
| Total =                     |  | \$242,000         |

November 15th FMD Presentation



## Accommodations for Hearing Impaired Students Space Contingency

November 15th FMD Presentation



- Cameras and Access Control Devices Only
- *Software, switches, work stations by WPS (MoU)*
- Equipment Ages in 2022
  - High School – 10 years
  - Schofield & Fiske – 7 years
  - Other Schools – 4 years (*part of School Security Project*)
- Camera Average Service Life = 8 years
- FY23 Request for High School Equipment
  - 60 cameras and some access control devices

*Equipment Reaching End of Service Life*  
Security Systems Equipment Replacement

November 15th FMD Presentation

# INDIVIDUAL MUNICIPAL BUDGETS

November 15th FMD Presentation

## Townwide

| PROJECT<br>REFERENCE<br>NO. | PROJECT DESCRIPTION | BUDGET<br>REQUEST |
|-----------------------------|---------------------|-------------------|
| TW-1                        | Office Equipment    | \$10,000          |
| TW-2                        | Custodial Equipment | \$10,000          |
| TW-3                        | Grounds Equipment   | \$10,000          |
| Total =                     |                     | \$30,000          |

November 15th FMD Presentation

## Fire Headquarters

| PROJECT<br>REFERENCE<br>NO. | PROJECT DESCRIPTION            | BUDGET<br>REQUEST |
|-----------------------------|--------------------------------|-------------------|
| FHQ-1                       | Dormitory Flooring Replacement | \$12,000          |
| Total =                     |                                | \$12,000          |

November 15th FMD Presentation



*Replace Original 1987 Vinyl Composition Tile (VCT) Flooring*  
**FIRE HEADQUARTERS: Dormitory Flooring**

November 15th FMD Presentation

**Fire Central Station**

| PROJECT<br>REFERENCE<br>NO. | PROJECT DESCRIPTION          | BUDGET<br>REQUEST |
|-----------------------------|------------------------------|-------------------|
| FC-1                        | Roofing and Envelope Repairs | \$600,000         |
| Total =                     |                              | \$600,000         |

November 15th FMD Presentation



- Scope of Work Based on 2019 Assessment by SGH
- Key Finding – Complete Roof Replacement Not Needed
- Recent Leaks and Mold Issue Increased Urgency



- Work to Include:
  - Remove and rebuild behind chimney
  - Rebuilt windows (new glazing, gaskets and sealants)
  - Repair of concrete eave/fascia
  - Rebuild/repoint stone walls on Weston Road side

## CENTRAL FIRE: Roofing & Envelope Repairs

November 15th FMD Presentation



## CENTRAL FIRE: Roofing & Envelope Repairs

November 15th FMD Presentation

## Police Station

| PROJECT<br>REFERENCE<br>NO. | PROJECT DESCRIPTION   | BUDGET<br>REQUEST |
|-----------------------------|-----------------------|-------------------|
| PD-1                        | LED Lighting Upgrades | \$40,000          |
| PD-2                        | HVAC Recommissioning  | \$25,000          |
| Total =                     |                       | \$65,000          |

November 15th FMD Presentation

## Main Library

| PROJECT<br>REFERENCE<br>NO. | PROJECT DESCRIPTION  | BUDGET<br>REQUEST |
|-----------------------------|----------------------|-------------------|
| ML-1                        | HVAC Recommissioning | \$70,000          |
| Total =                     |                      | \$70,000          |

November 15th FMD Presentation

## Hills Branch Library

| PROJECT<br>REFERENCE<br>NO. | PROJECT DESCRIPTION  | BUDGET<br>REQUEST |
|-----------------------------|----------------------|-------------------|
| HL-1                        | HVAC Recommissioning | \$15,000          |
| Total =                     |                      | \$15,000          |

November 15th FMD Presentation

## Fells Branch Library

| PROJECT<br>REFERENCE<br>NO. | PROJECT DESCRIPTION  | BUDGET<br>REQUEST |
|-----------------------------|----------------------|-------------------|
| FL-1                        | HVAC Recommissioning | \$10,000          |
| Total =                     |                      | \$10,000          |

November 15th FMD Presentation



## Warren Building

| PROJECT<br>REFERENCE<br>NO. | PROJECT DESCRIPTION   | BUDGET<br>REQUEST |
|-----------------------------|-----------------------|-------------------|
| W-1                         | LED Lighting Upgrades | \$95,000          |
| W-2                         | HVAC Recommissioning  | \$40,000          |
| Total =                     |                       | \$135,000         |

November 15th FMD Presentation

## Senior Center

| PROJECT<br>REFERENCE<br>NO. | PROJECT DESCRIPTION            | BUDGET<br>REQUEST |
|-----------------------------|--------------------------------|-------------------|
| SC-1                        | Air-Conditioning for Data Room | \$34,000          |
| Total =                     |                                | \$34,000          |

November 15th FMD Presentation



From: Hoffmann, Steven  
Sent: Friday, May 4, 2018 9:13:38 AM  
To: Hebert, Allen; Morin, Joseph; McDonough, Joseph; Gagosian, Steve  
Cc: Neville, Dan; Ng, Vernon  
Subject: TPC DATA ROOM HIGH TEMP

We received an alarm from SAS last night for the DATA closet at TPC.

The room is now at 78 degrees and the set point for HIGH TEMP is 80 deg.

I checked the area this morning and **it appears that the fan may be undersized or we may need to add cooling.** Also there are a few conduits that are not sealed with fire stop which is allowing air to be drawn from the attic area.

I will try to get the prints to see what was specified for this room.

*Existing Exhaust Fan Provides Insufficient Cooling*

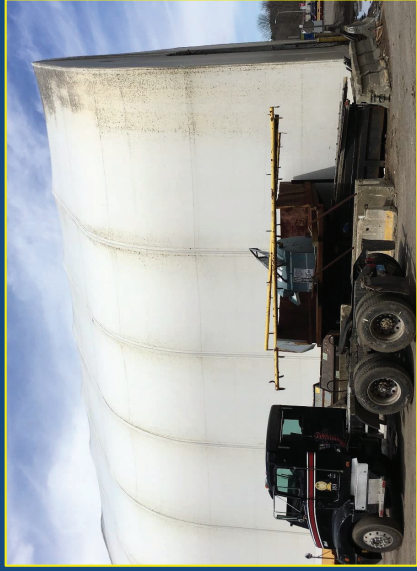
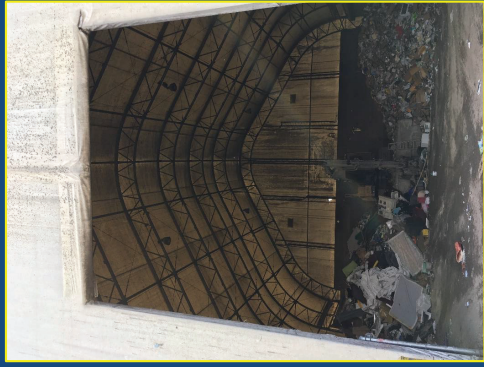
## SENIOR CENTER: AC for Data Room

November 15th FMD Presentation

## DPW: RDF Buildings

| PROJECT<br>REFERENCE<br>NO. | PROJECT DESCRIPTION       | BUDGET<br>REQUEST |
|-----------------------------|---------------------------|-------------------|
| DPWR-1                      | Transfer Station Upgrades | \$170,000         |
| Total =                     |                           | \$170,000         |

November 15th FMD Presentation



*Replace 19 Y.O. fabric, add exhaust fans and Jersey barriers*

## DPW RDF: Transfer Station Upgrades

November 15th FMD Presentation

# NEXT STEPS

November 15th FMD Presentation

## Next Steps

- Boards to review plan in detail (FMD website)
- FMD to respond to board questions
- Finalize plan as necessary
- Advocate for projects up to ATM
- Provide support to boards at ATM
- Implementation in 2022
  - Plan, Design, Bid and Build

November 15th FMD Presentation

## FY23 Capital Requests



## QUESTIONS?

Email: [jmcdonough@wellesleyma.gov](mailto:jmcdonough@wellesleyma.gov)

Facilities Management Department



**6. 8:00 Discuss and Vote to Open Warrant for Annual Town Meeting**

**MOVE to call the 2022 Annual Town Meeting and set the following dates:**

- **Open the Warrant – Monday, November 15, 2021**
- **Close the Warrant – Wednesday, December 22, 2020, 5:00pm**
- **Motions due to the Selectmen's Office – Friday, February 4, 2021**
- **Start of Annual Town Meeting – Monday, March 28, 2021, 7:00 pm, at Wellesley Middle School Auditorium**
- **Date for the 2022 Annual Town Election – Tuesday, March 1, 2022**



**7. 8:10 Discuss and Vote Change in Manager for Rogers Pub at Babson College**

The Town has received a request for a change in manager for Rogers Pub at Babson College. Staff has reviewed the application and recommends approval. The new manager proposed is John Pagano who will be hired as the General Manager of the Chartwells dining services who will replace Geoffrey Searl who is the current Resident District Manager.

**MOTION**

**MOVE to approve the change in manager for Rogers Pub at Babson College to John Pagano.**







*The Commonwealth of Massachusetts*  
*Alcoholic Beverages Control Commission*  
95 Fourth Street, Suite 3, Chelsea, MA 02150-2358  
[www.mass.gov/abcc](http://www.mass.gov/abcc)

**AMENDMENT-Change of Manager**

☒ **Change of License Manager**

**1. BUSINESS ENTITY INFORMATION**

|                |              |                     |
|----------------|--------------|---------------------|
| Entity Name    | Municipality | ABCC License Number |
| Babson College | Wellesley    |                     |

**2. APPLICATION CONTACT**

The application contact is the person who should be contacted with any questions regarding this application.

|                  |          |                       |              |
|------------------|----------|-----------------------|--------------|
| Name             | Title    | Email                 | Phone        |
| Marian McKiernan | Employee | mmckiernan@babson.edu | 781-239-5575 |

**3A. MANAGER INFORMATION**

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

|   |                        |                               |                |     |            |
|---|------------------------|-------------------------------|----------------|-----|------------|
| Proposed Manager Name   | John Pagano            | Date of Birth                 | [REDACTED]     | SSN | [REDACTED] |
| Residential Address   | [REDACTED]             |                               |                |     |            |
| Email   | john.pagano@babson.edu | Phone                         | [REDACTED]     |     |            |
| Please indicate how many hours per week you intend to be on the licensed premises | 50                     | Last-Approved License Manager | Geoffrey Searl |     |            |

**3B. CITIZENSHIP/BACKGROUND INFORMATION**

Are you a U.S. Citizen? ☒ Yes ☐ No \*Manager must be U.S. citizen  
If yes, attach one of the following as proof of citizenship US Passport, Voter's Certificate, Birth Certificate or Naturalization Papers.  
Have you ever been convicted of a state, federal, or military crime? ☐ Yes ☒ No  
If yes, fill out the table below and attach an affidavit providing the details of any and all convictions. Attach additional pages, if necessary, utilizing the format below.

| Date | Municipality | Charge | Disposition |
|------|--------------|--------|-------------|
|      |              |        |             |
|      |              |        |             |

**3C. EMPLOYMENT INFORMATION**

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

| Start Date | End Date   | Position                    | Employer       | Supervisor Name |
|------------|------------|-----------------------------|----------------|-----------------|
| 08/15/2016 | 09/23/2021 | Director of Dining Services | Gourmet Dining | George Kuzma    |
|            |            |                             |                |                 |

**3D. PRIOR DISCIPLINARY ACTION**

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

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

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

Manager's Signature [Signature] Date 10/22/21

## CORPORATE VOTE

The Board of Directors or LLC Managers of

Babson College

Entity Name

duly voted to apply to the Licensing Authority of

Wellesley

City/Town

Commonwealth of Massachusetts Alcoholic Beverages Control Commission on

10/15/2021

Date of Meeting

For the following transactions (Check all that apply):

☒ Change of Manager☐ Other

**"VOTED: To authorize**

Katherine Craven, Chief Administrative Officer

Name of Person

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

**"VOTED: To appoint**

John Pagano

Name of Liquor License Manager

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

A true copy attest,

Katherine P. Craven

Corporate Officer /LLC Manager Signature

Katherine P. Craven

(Print Name)

### For Corporations ONLY

A true copy attest,

M. Beckley

Corporation Clerk's Signature

MICHAEL LAYISH

(Print Name)

**VOTES OF THE BOARD OF TRUSTEES OF BABSON COLLEGE (the  
"CORPORATION") RELATIVE TO THE CHANGE OF MANAGER FOR ROGER'S  
PUB**

**October 15, 2021**

**WHEREAS**, the Corporation holds a special license for the dispensing of wines and malt beverages in dining halls of incorporated educational institutions (the "Special License") granted by the Town of Wellesley (the "Town") and approved and issued by the Massachusetts Alcoholic Beverages Control Commission ("ABCC");

**WHEREAS**, the Special License requires that the Corporation designate a manager of record (the "Manager of Record") to oversee the dispensing of wines and malt beverage in Roger's Pub;

**WHEREAS**, the Resident District Manager (the "RDM") or the General Manager (the "GM") of the Corporation's dining services provider ("Chartwells") oversees the dispensing of wines and malt beverages in Roger's Pub and is the designated Manager of Record;

**WHEREAS**, Geoffrey Searl is the current RDM and Manager of Record;

**WHEREAS**, Chartwells intends to hire John Pagano as its GM;

**WHEREAS**, pursuant to Massachusetts General Laws Chapter 138 the Corporation is required to file an Amendment Application for a Change of Manager (the "Application"), attached here as Exhibit A.; and

**WHEREAS**, the ABCC requires that the Application be accompanied by a vote by the Board of Trustees authorizing the filing of the application and confirming the appointment of the Manager.

**NOW, THEREFORE**, BE IT VOTED that the Board of Trustees hereby approves the adoption of the following:

**VOTED:** That the Corporation authorizes the submission of the aforementioned Application to the Town and the ABCC;

**VOTED:** That the Corporation confirms the appointment of John Pagano as the Manager of Record; and

**VOTED:** That, the President and Chief Administrative Officer, acting singly or in combination, are hereby authorized, empowered and directed on behalf of the Corporation and in its corporate name: (i) to execute, seal and deliver an Amendment Application for a Change of Manager and such other documents, instruments, certificates, contracts, agreements and amendments with respect to the Application, as such officer(s), acting singly or in combination, may deem necessary, appropriate, desirable or convenient to effectuate the purposes of the foregoing vote; his or her execution of such document(s) to constitute conclusive evidence of such

determination and that such documents and all the terms and conditions thereof are authorized by the foregoing vote; and (ii) to take any and all such actions as the such officer(s), acting singly or in combination, may deem necessary, appropriate, desirable or convenient to complete the Application and to effectuate the purposes of the foregoing vote, his or her taking of such action(s) to constitute conclusive evidence of such determination and that such action(s) are authorized by this Vote.

**8. 8:15 Discuss and Vote Change in Owner for Dunkin Donuts at 277 Linden Street**

The Dunkin Donuts at 277 Linden Street has been sold and the Select Board must approve the change in owner for the Common Victualler license. Staff has reviewed the documents and recommends approval. The Town established in 2009 some conditions with the existing owner to benefit the neighbors including trash pick up was limited to 6 and 7 am and was to be done at the rear of the building to buffer the neighbors. Additionally, deliveries had a start time of 5:45 am and best efforts are to be made to deliver goods at the side of the building in such a manner as to avoid triggering the delivery truck's back up signal. Staff recommends adding those conditions to the permit.

**MOTION**

**MOVE to approve the change in owner for Dunkin Donuts at 277 Linden Street to Mark Pesce and to condition the permit with the following:**

- 1. Trash pickup will occur between 6:00 AM and 7:00 AM, and be done at the rear of the building in order to buffer the neighborhood from the noise impact.**
- 2. Deliveries will not occur before 5:45 AM, and best efforts will be made to deliver goods at the side of the building in such a manner as to avoid triggering the delivery truck's backup signal.**





## COMMON VICTUALLER LICENSE APPLICATION

|                 |            |                |          |              |       |            |
|-----------------|------------|----------------|----------|--------------|-------|------------|
| Date Applied:   |            | Date Approved: |          | Date Issued: |       |            |
| Office Use Only | Fees Paid: | Tax Cert:      | Resumes: | T&P Info:    | Plan: | Interview: |

The undersigned hereby applies for a Common Victualler License in accordance with the provisions of Massachusetts General Law 140, Section 2.

(PLEASE TYPE OR PRINT CLEARLY)

Name of Applicant: Mark Pesce Date: 10/13/21  
 D.O.B: [REDACTED] S.S.N: [REDACTED] Dr. Lic #: [REDACTED] Fed. ID #: 87-2466968  
 Business Address: 182 Great Rd, Acton MA 01720  
 Home Address: [REDACTED]  
 Business Telephone: 978-815-0455 Home Telephone: [REDACTED]  
 Name & Location of Establishment: Dunkin' Donuts: 277 Linden St. Wellesley, MA 02482  
 Applying for: Common Victualler License only ☒ Common Victualler & Liquor License ☐  
 Common Victualler & Wine & Malt ☐

**Enclose Copy of Floor Plan**

Size of Floor Space (square feet.): 1009 Number of Seats: 8 Number of Employees: 9

**CHECK ONE** (If you are unsure ask the Building Department)

No Change of Use: ☒ Partial Change of Use: ☐ Full Change of Use: ☐ New Use: ☐  
 (See attached details regarding Required Traffic & Parking Information.)

PLAN REVIEW AND/OR PRELIMINARY APPROVAL (Required Before Common Victualler License will be Approved)

| Reviewing Department | Signature of Approving Authority | Date of Plan Review/Approval |
|----------------------|----------------------------------|------------------------------|
| Building Department: |                                  |                              |
| Health Department:   |                                  |                              |
| Fire Department:     |                                  |                              |
| Design Review:       |                                  |                              |



**COMMON VICTUALLER LICENSE APPLICATION (continued)**

What will be the hours of operation? 6:00 a.m. to 7:00 p.m.

Time(s) of Peak Customer Activity 8-11 a.m.

Est. Number of Customers at Peak Time(s): 175 Est. Number of Employees at Peak Time(s): 3

What provisions have been made for trash removal? B.P. Trucking

How much parking is needed? n/a

How will parking be provided? n/a

What are delivery times? 6-8 a.m.

I the undersigned state that the information provided in this application, and associated attachments, is true and accurate to the best of my knowledge:

Signature: Brandi Taylor Printed Name: BRANDI TAYLOR Date: 10/18/21

*Note: No Common Victualler License will be approved until the applicant addresses all issues and/or concerns to the satisfaction of the Board of Selectmen; and no CVL will be issued until all required inspections have been conducted, permits granted, and final approvals given.*

**FOR OFFICE USE ONLY**

**FINAL PERMITS/APPROVALS GRANTED (Required Before CVL will be Issued)**

| Approving Department | Yes | No | If "No," Reason Why | Date of Final Approval |
|----------------------|-----|----|---------------------|------------------------|
| Building Department: |     |    |                     |                        |
| Health Department:   |     |    |                     |                        |
| Fire Department:     |     |    |                     |                        |
| Design Review:       |     |    |                     |                        |

**9. 8:20 Discuss and Vote One Day License at Wellesley Free Library**

We have received a request for a One-Day License to be held at the Wellesley Free Library on November 20, 2021 at 6 pm for a donor event sponsored by the Wellesley Free Library Foundation. The Library Trustees approved the application at a meeting held on November 12, 2021. Staff recommends approval.

**MOTION**

**MOVE to approve the issuance of a one-day license for a donor event sponsored by the Wellesley Free Library Foundation on November 20, 2021 at 6 pm.**





## TOWN OF WELLESLEY

### Application for Special License(s)

Date of Application: 11/10/2021

Date of Event: 11/20/21

A special License is a temporary license issued pursuant to Chapter 635 of the Acts of 1982 to the responsible manager of any nonprofit organization conducting any indoor or outdoor activity or enterprise for the sale of alcoholic beverages.

Application fee for one or more applications filed on the same date: **\$25.00**

Fee for each license issued: **\$50.00**

Make checks payable to: Town of Wellesley

The undersigned hereby applies for a Special License for:

☐

All Alcoholic Beverages

☒

Wine and Malt Beverages Only

#### APPLICANT INFORMATION

Name of Non-Profit Organization: Wellesley Free Library Foundation

Address: 530 Washington St, Wellesley MA 02482

Name of Event Manager: Pamela Peak Address: 530 Washington St, Wellesley

Assistant Event Manager: Rosemary Gaffney Address: 530 Washington St, Wellesley

#### EVENT INFORMATION

Event Description: "A Toast To Our Next Chapter" - reception and tour for major donors  
especially those who financially supported the Library's renovation

Location: Wellesley Free Library, Main Branch, 530 Washington St, Wellesley MA 02482

Occupancy: 180+ Estimated Attendance: 25 Indoor/Outdoor (circle one)  
412 (first floor occupancy) INDOOR event

An 8X11" floor plan of the premises to be licensed must be submitted along with the application showing the exact location within the event area where alcoholic beverages will be sold, served, and consumed, and indicating all entrances and exits.

|                          |                                       |
|--------------------------|---------------------------------------|
| Cuisine Chez Vous, Inc.  | 7 Miller Street, Somerville, MA 02143 |
| Name of Catering Service | Address                               |

| Name | Address |
|------|---------|
| Name | Address |
| Name | Address |
| Name | Address |

Caterer provided current certifications for Tips training, Board of Health certifications, alcohol license, and attested to training of servers

No police detail required

Printed Name of Applicant

Applicant's Signature

5/15/2021  
5/16/2021

Date \_\_\_\_\_

BOARD OF SELECTMEN  
525 Washington Street  
Wellesley, MA 02482  
781-431-1019 ext 2204



## MEMO

To: The Board of Selectmen, Town of Wellesley

From: Pamela Peak, Director of Development, Wellesley Free Library Foundation

RE: Requesting approval of Application for Special License, One Day, for donor event at WFL Main Branch on Saturday, November 20, 2021 from 5:30-9:30pm

Date: November 10, 2021

---

The Wellesley Free Library Foundation respectfully requests approval for a one-day special license for an event the WFL Main Branch, where we will host a free reception to celebrate Bank of America for making our largest capital campaign gift which named the Library Foyer. Bank of America named the Foyer for their late colleague James E. Mahoney. James' widow, Peggy McLoughlin, is a long-time beloved Librarian at the WFL. The event will include Bank of America's CEO, select top corporate and foundation leadership, along with Peggy and several members of her family.

This is a Wellesley Free Library Foundation hosted event.

We anticipate approximately 25 people in attendance. The event will be catered by Chez Vous, which catered our recent November 5<sup>th</sup> donor event (requisite permits furnished with this application).

The Board of Library Trustees discussed and approved the use of the WFL for this event at their October 15, 2021 meeting. The Trustees are aware of the alcohol request, which we just received from Bank of America, and have scheduled a meeting Friday, November 12, 1:30p to discuss this specific request.

We plan to use the downstairs lobby (now the Mahoney Foyer) and Wakelin Room for registration, reception and program remarks. Then, guests will proceed in small groups (or on their own with materials) to view the renovated areas throughout the Library and conclude back in the Lobby for departure.

### Regarding food, alcohol and COVID protocols

We will follow the latest town guidance for COVID protocols at the event. We have consulted with Lenny Izzo (Board of Health) through Jamie Jurgensen (Library Director) to inform our

event plan. We are using Cuisine Chez Vous as our caterer, which has provided catering services for past events with the Library Foundation at the WFL.

We're following a model similar to COA events, to ensure guests will be notified of the Town's mask mandate and encourage them to wear masks at all times, removing masks only in specified eating/drinking locations for a time limited to their eating/drinking. We have also consulted with physician specializing in internal medicine to review the protocols as well. We will have signs and monitors to ensure food/drink is limited to the Wakelin Room and Lobby only. Guests will be reminded to put on their masks when proceeding beyond the Lobby for tours.

Pam Peak will provide onsite oversight of the event.

We are aware of all the required documentation to secure a permit and respectfully request consideration at the upcoming BoS meetings on 11/15 and apologize again for the brief notice period.

#### Event Schedule

|            |   |
|------------|---|
| 6pm        | Registration, Mingling & Light Food/Beverages (Lobby, Wakelin Room) |
| 7pm        | Program, Q&A (Wakelin Room)   |
| 8:00– 9:30 | Library Tours, Dessert/Mingling, Departure                          |

#### Attachments

- One day special license application and \$75 check payable to the Town of Wellesley
- Floor Plan showing alcohol, food and drinks limited to Lobby and Wakelin Room
- Caterer certificates and permits

#### Contact Information

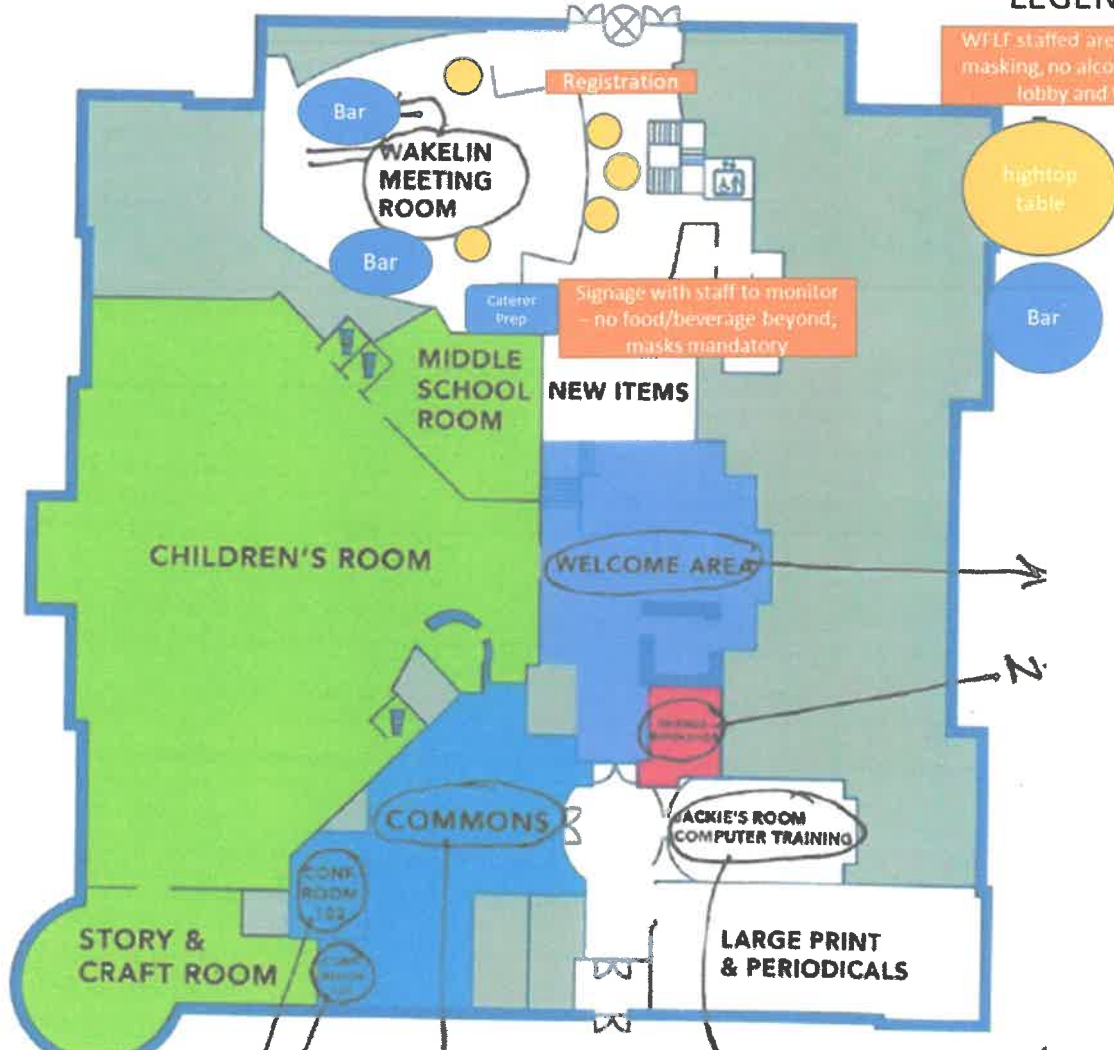
Pamela Peak  
Director of Development  
Wellesley Free Library Foundation  
530 Washington Street  
Wellesley, MA 02482  
Tel: 781-235-1610 x 1127  
Cell: 312-848-9726

Floor Plan: Wellesley Free Library First Floor (Reflecting renovations)

WFL Parking Lot – Guest Parking,  
Arrival Door

### LEGEND

WFLF staffed area to remind guests of masking, no alcohol beyond approved lobby and Wakelin Rooms







# CITY OF NEWTON

## Health Department Permit

1000 Commonwealth Avenue · Newton, Massachusetts 02459 · 617-796-1420 Fax: 617-552-7063

### FOOD ESTABLISHMENT

In accordance with 105 CMR 590.00 (Chapter 10) of the State Sanitary Code.

Permit Type :

**FSE**

Permit No

**4841**

**The City of Newton Health Department does hereby grant this permit to:**

Name : **CUISINE CHEZ VOUS INC.**

Address : **15 SPENCER STREET  
· NEWTON MA 02465**

Comment : **LEVEL 2**

- ☐ Food Service Establishment
- ☐ Retail Food Service
- ☐ Milk
- ☐ Six Month Permit
- ☐ Residential Kitchen
- ☐ Mobile Food Unit
- ☐ Temporary Food Vendor
- ☒ Caterer
- ☐ Beds(Nursing Home)
- ☐ Other \_\_\_\_\_

Issue Date

**07/29/2021**

Expiration Date :

**12/31/2021**

Health Department Agent

**NON-TRANSFERABLE**

**POST CONSPICUOUSLY**



**THE COMMONWEALTH OF MASSACHUSETTS  
CITY OF SOMERVILLE  
BOARD OF HEALTH.  
CERTIFICATE OF REGISTRATION**

**Name of Establishment:**

Cuisine Chez Vouz  
Business Address: 7 Miller Street

**License #:**  
**HFL14-000318**

**Location:**

11 MILLER ST  
SOMERVILLE MA

**REGISTERED UNDER THE PROVISIONS OF SECTION 305A,  
CHAPTER 94 OF THE GENERAL LAWS**

**Date of Registration:** 07/01/2021

**Expiration Date:** 06/30/2022

**REGISTRATION SHALL NOT BE TRANSFERRED, ASSIGNED OR CONVEYED. NO  
FOOD ESTABLISHMENT SHALL PROCESS, PREPARE FOR SALE, OR SELL, ANY  
FOOD PRODUCT UNLESS REGISTERED.**

**Issued By:**

**Title:**

DIRECTOR OF HEALTH AND HUMAN SERVICES

**License Granted:**

Caterer

**Fee:** \$ 0.00

**POST ON PREMISES IN PUBLIC VIEW**



Commonwealth of Massachusetts  
Office of the State Treasurer  
Alcoholic Beverages Control Commission

**CATERER'S LICENSE**

**M.G.L. c. 138, § 12C**

This License permits the following licensee to: (a) to sell and serve alcoholic beverages to be served and drunk on the premises where the licensee caters a private event that is not open to the public; and (b) to store, transport, sell and deliver alcoholic beverages in the ordinary course of the licensee's business:

**Cuisine Chez Vous, Inc.**

7 Miller Street  
Somerville, MA 02143

Approved by the Alcoholic Beverages Control Commission on January 20, 2021.

*Jean M. Lorzio*  
Jean Lorzio, Chairman

*Crystal Matthews*  
Crystal Matthews, Commissioner

*Deborah A. Baglio*  
Deborah Baglio, Commissioner

License Number: **CR-LIC-0000014**

Record Number: **2021-000002-CR-AMEND**

**THIS LICENSE WILL EXPIRE DECEMBER 31, 2021 UNLESS REVOKED OR CANCELLED DURING THIS PERIOD**

**THIS LICENSE SHALL BE DISPLAYED ON THE PREMISES IN A CONSPICUOUS PLACE WHERE IT CAN BE EASILY READ**



Commonwealth of Massachusetts  
Office of the State Treasurer  
Alcoholic Beverages Control Commission

**TRANSPORTATION & DELIVERY PERMIT**

M.G.L. c. 138, § 22

This Permit hereby authorizes the use of the following vehicle for transportation and delivery of alcoholic beverages:

Vehicle Plate Number

**T39884**

Related License:

CUISINE CHEZ VOUS, INC.

ABCC License Number: CR-LIC-000014

License Type: Caterer

Approved by the Alcoholic Beverages Control Commission on January 20, 2021

*Jean M. Lortz*  
Jean Lortz, Chairman

*Crystal Matthews*  
Crystal Matthews, Commissioner

*Deborah A. Baglio*  
Deborah Baglio, Commissioner

License Number: TR-LIC-008809

Record Number: 2021-000002-CR-AMEND

**THIS PERMIT WILL EXPIRE DECEMBER 31, 2021 UNLESS REVOKED OR CANCELLED DURING THIS PERIOD**

**THIS PERMIT SHALL BE CARRIED IN THE VEHICLE AT ALL TIMES**

## Wellesley Free Library Application To Serve Alcohol

Name of Organization: Wellesley Free Library Foundation  
Address of Organization: 530 Washington St, Wellesley, MA  
Contact Name: Pam Peak Phone number: 312 849 9726  
Date of Event/meeting: 11/20/2021 Number of Attendees: 25  
Time of Event/meeting: From 6 to 10  
Email Address: pamela.peak@wellesleyfreeLibraryFoundation.org  
Non-profit tax identification number: 26-3194155

Description of Activities to be conducted:

The donor event a reception

### Agreement (please read before signing):

The Sponsor has read and agrees to abide by all rules and policies governing the use of meeting rooms as described on this form and as described in the Wellesley Free Library Meeting Room & Hills Branch Building Rental Policy, the Wellesley Free Library Alcohol policy and the Rules of Conduct policy.

The Sponsor agrees to arrange for a Special License through the Town of Wellesley, Board of Selectman and will submit a copy of the approved Special License to The Board of Library Trustees no later than 2 weeks prior to the scheduled event. The Sponsor accepts full responsibility for the rented room, including its furnishings, materials, equipment, other public property and shall leave the room in the same condition it was in prior to the rental. The Sponsor shall be responsible for all damages incurred as a result of its event.

The Sponsor agrees to hold the Town of Wellesley, the Board of Trustees, the Library Director, their agents and employees harmless, and indemnified from any and all costs, bodily harm, and/or harm to personal property arising out of its use of the Library.

The special permit is contingent upon the caterer being duly licensed to serve liquor as required by the Town of Wellesley.

Authorized Signature: [Signature]  
Printed Name: Pamela Peak  
Title: Director of Development  
Date: 11/10/2021



**10. 8:30 Discuss Articles for Annual Town Meeting**

**As discussed last week, there are several articles on our list as potential candidates for the Annual Town Meeting.**

1. The allowance of alcohol on town sidewalks within Commercial Districts – We will prepare redline for your review next week.
2. Modification to One Day Alcohol Licenses – This would require modification to special act.
3. Vacant Storefront Bylaw – Amy has provided a draft of the Vacant Storefront Bylaw for your review.
4. Climate Action Committee- Staff Realignment – Will provide redline for your review next week.
5. Town Bylaw Administrative Actions – Will prepare redline for your review next week.
6. Town Bylaw/Town's 1932 Special Act – Town Clerk, KC Kato is reviewing the Special Act for modification. – Will provide information when received from Town Clerk.

NO MOTION





Town of Wellesley  
Commonwealth of Massachusetts  
2022 Annual Town Meeting

That the Town of Wellesley Zoning Bylaws be and hereby is amended to add **Section XXIIF?** "Registration and Maintenance of Vacant Commercial and Industrial Buildings." to read as follows:

A. PURPOSE AND INTENT.

The Town of Wellesley adopts this section to accomplish and ensure the following:

1. To protect the welfare and economic vitality of the residents of the Town of Wellesley by protecting property values, maintaining neighborhood integrity and accessibility, safeguarding against economic property blight, protecting Town resources, and ensuring the safe and sanitary maintenance of commercial and industrial vacant properties. Among other things, vacant commercial and industrial properties can degrade the vitality of Wellesley's business districts, frustrate local planning and development efforts, create increased specific risks of fire damage, vandalism and unlawful entry or uses, and give rise to other public health and safety hazards.
2. This bylaw is intended to promote the Town's public welfare and economic health by requiring all property owners to register and properly maintain vacant commercial and industrial properties.

B. DEFINITIONS.

As used in this article, the following terms shall have the meanings indicated:

"Select Board" – The Select Board of the Town of Wellesley or designee.

"Building Inspector" - The Building Inspector of the Town of Wellesley or his or her designee.

"Legally Occupied" - Occupied in accordance with the provisions of the Massachusetts Building Code.

"Owner" - A person or entity who, alone or severally with others:

- A. Has legal or equitable title to any building or has care, charge or control of any building in any capacity including but not limited to agent, executor, executrix, administrator, administratrix, trustee, or guardian of the estate of the holder of legal title; or
- B. Is a tenant with a legal right to possess an entire building; or
- C. Is a mortgagee in possession of any building; or

D. Is an agent, trustee, receiver or other person appointed by the courts and vested with possession or control of a building; or

E. Is an officer or trustee of an association of unit owners of a condominium or cooperative which contains a vacant property.

~~"Planning Department" - The Department of Planning or Planning Board.~~

~~"Planning Director" - The Director of Planning for the Town of Wellesley or her or his designee.~~

"Public Art" - Works of art for public benefit and viewing, **approved by the Select Board** for which owners have agreed to the temporary display inside storefront windows or upon other safe, visible exterior surfaces of vacant properties for agreed upon time periods and other material terms.

"Vacant Building" - Any unoccupied non residential commercial or industrial real property which:

A. Is not legally occupied, is abandoned, or is not used for a period of at least ninety (90) consecutive days or longer by occupants having custody or legal right of entry to such property; or

B. Which is intermittently occupied by persons with legal right of entry, but exhibits in the opinion of the **Building Inspector** dilapidated walls, roof, or doors which fail to prevent the entry of a trespasser for a period of more than seven (7 days).

C. REGISTRATION.

1. Prior to, or not more than seven (7) days after a unit or any portion of a property becomes vacant, as defined herein, the owner(s) must register the vacancy with the Select **Board** and the Building Inspector on forms agreed upon and provided by such departments. All registrations must state the owner's name, phone number, and mailing address as well as an emergency contact, if not the same. None of the required addresses shall be a post office box. The registration must state if the property is vacant at the time of filing. The registration shall also state the owner's efforts to regain occupancy. Once the building is no longer vacant or is sold, the owner must provide proof of sale or written notice and proof of lawful occupancy to **the Select Board and Inspector of Buildings** pursuant to the process outlined by such departments. The Building Inspector will notify Police, Fire, Water and Sewer, and Health Departments of the submitted registration of vacant building as well as the re-occupancy of the building.

2. The **Select Board** and the Building Inspector may jointly exempt a property owner from the provisions of this bylaw upon the presentation of evidence, in such form as may be convincing to them, that the failure to use or occupy a building for a period in excess of 90 days does not violate the purpose or intent of this bylaw.

D. ANNUAL REGISTRATION FEE, FAILURE TO PAY, WAIVER.

1. The annual registration fee is due at the time of registration of the vacant property. The property owner will be invoiced on an annual basis until the property is leased or sold. The annual registration fee shall be set by the Select Board pursuant to M.G.L. c. 40, § 22F.

2. The annual registration fee shall go into a Town of Wellesley Public Art Fund. Funds held in the Public Art Fund shall be expended to create art projects in public spaces throughout Wellesley under the direction of the Select Board. Funds can be used for stipends, services, materials, installation, cleaning, repairs, improvements, reimbursements, equipment, and maintenance of public art. Failure to pay the annual registration fee shall be a violation of this bylaw, and the full fee shall be deemed an assessment resulting from a violation of this bylaw. Such fee, and fines issued for violations of this bylaw, shall constitute a "municipal charges lien" on the property, to be collected in accordance with MGL c. 40, § 58.

3. Owners may apply for a waiver of the annual registration fee at the time of registration of a vacant property, requesting waiver of some, or the entire fee on grounds of demonstrable financial hardship, or by agreeing in writing to display public art as defined herein for the term of a vacancy. Waivers for public art display will be granted only as sufficient public art is available, appropriate to the location for display, and the Town, artist, owner agree to terms of exhibition as set forth by the Select Board. Waivers requested on the basis of financial hardship are subject to a 30-day review period. If a waiver based on financial hardship is granted it will be reevaluated on a quarterly basis until property is leased or sold. If a waiver of the registration fee based on financial hardship is denied, the registration fee is due within 30 days of the decision.

E. MAINTENANCE REQUIREMENTS.

1. The owner of a vacant building must maintain the vacant building in accordance with all applicable local and state Sanitary Codes, Building Codes and Fire Codes, pertaining to the external/visible maintenance of the building and major system maintenance of the property.

2. The owner of a vacant building must promptly repair all broken windows, doors, other openings and any unsafe conditions at a vacant building. Boarding up of open or broken windows and doors is prohibited, unless the Building Inspector determines that, due to vandalism or security reasons and due to circumstances out of the owner's control, the proper boarding of windows and doors is necessary for a determined period of time. Boards or coverings must be fitted to the opening size and colored to blend with the existing building color scheme.

3. The owner must maintain the building and property for the duration of the vacancy or abandonment. The owner shall maintain the condition of the building and property so as to appear not to be vacant. Upon notice by the Building Inspector, any accumulated trash and/or graffiti shall be removed from the property by the owner within seven (7) days. The Building

Inspector and/or his designee will document violations. The owner of any building vacant for a period exceeding six months, whose utilities have been shut off, shall have those utilities removed or cut and capped to prevent accidents and other health and safety hazards.

4. The owner may include advertising materials in the vacant space or displayed in the vacant property's street-facing windows. Such advertising materials must be approved by the Building Inspector/Planning Director. Advertising materials are not to be permitted in lieu of annual fee or approved public art display.

5. Compliance with this bylaw shall not relieve the owner of any obligations set forth in any other applicable bylaw, regulation, codes, covenant conditions or restrictions and/or association rules and regulations. In case of a conflict with these rules and regulations, the stricter of the rules and regulations shall apply.

F. INSPECTIONS.

The Building Inspector, Police Chief, Fire Chief and the Health Director, or their designees, shall have the authority to periodically inspect the exterior and interior of any building subject to this bylaw for compliance, as authorized under the terms of registration form filed with the Building Inspector and Select Board. The Building Inspector shall have the discretionary authority to disconnect utilities immediately if a potential hazard that may be dangerous to life and limb is present.

G. VIOLATIONS AND PENALTIES; ENFORCEMENT.

1. Violations of any portions of this bylaw shall be punishable by a fine of \$100 per day in total. However, the Building Inspector and Select Board may waive the fine in total or in part upon the abatement of the violation(s).

2. The Building Inspector or his designee shall enforce all provisions of this bylaw and shall institute all necessary administrative or legal action to assure compliance. Any owner found to be in violation of this bylaw shall receive a written warning and a minimum of seven (7) days to remedy all violations prior to the institution of any enforcement action by the Inspector.

The Building Inspector, acting on behalf of the Town of Wellesley, may also bring a civil action in a court of competent jurisdiction seeking equitable relief to enforce this bylaw. This bylaw may also be enforced through non-criminal disposition in accordance with the provisions of the Town bylaws.

H. UNSAFE BUILDINGS.

If the Building Inspector determines the building to be unsafe, the Inspector may act immediately in accordance with the Massachusetts State Building Code to protect public safety.

Furthermore, nothing in this bylaw shall abrogate the powers and/or duties of municipal officials to act pursuant to any general statutory authority including, without limitation, MGL c. 139, § 1 et seq. and MGL c. 143, § 6 et seq.

I. SEVERABILITY.

If any provision of this bylaw is held to be invalid by a court of competent jurisdiction, such provision shall be considered separate and apart from the remaining provisions, which shall remain in full force and effect.



**12. 9:20 Executive Director Update**

**• Discuss and Vote ARPA Grant Agreement for Norfolk County**

We have been undergoing the application process for the ARPA funds. As part of the level 2 review of funds, Norfolk County wants each community to approve the ARPA Grant Agreement. The Town will only have to make this approval once, and will not have to approve the agreement again for future applications.

**MOTION**

**MOVE to approve the ARPA Grant Agreement for Norfolk County**

**• Discuss and Vote War Memorial Scholarship Amount**

The Wellesley Scholarship Foundation (WSF) is inquiring about the Select Board's award plans and amounts for the Class of 2022 War Memorial Scholarship(s). As background, the Board annually awards this scholarship to graduating high school seniors who are interested in the military, or have close relatives who are or were Veterans. Funds are for Wellesley residents only; the amounts vary and the awards are non-recurring. The War Memorial Scholarship Fund is supported by the Town's Boston Marathon invitational bib program and was established in 1951 through a special act which appropriated \$50,000 to said fund. For many years the Town issued scholarships based upon interest earned, but beginning in 2014 or so the Town began assigning two Boston Marathon bibs to fundraise for the War Memorial Fund. Runners are required to raise a minimum of \$5,000 each. <https://wellesleyma.gov/1263/War-Memorial-Scholarship-Fund>

In the two prior years, the Board has awarded a total of \$10,000 in scholarship money each year. WSF administers the application process, selects the scholarship recipients based on WSF criteria, and sets the individual award amount based on student(s) needs. Generally two or three students are selected to receive the scholarships each year.

A few notes. As the Boston Marathon was canceled in Spring 2021, no fundraising was done for the 2021 scholarship; the Board used War Memorial Fund reserves to keep the awarded amount at \$10,000 to the Class of 2021. For the rescheduled Boston Marathon in October 2021, two runners raised \$7,020 for the War Memorial Fund. One runner got COVID-19 and had to halt his fundraising total at \$2020. The other reached the \$5000 requirement. The Town is currently recruiting two more runners to fundraise for the War Memorial Fund in the upcoming Boston Marathon in Spring 2022.

Although there will be two fundraising cycles this year, Stephanie's recommendation to the Board would be to once again award \$10,000 in scholarship funds to the Class of 2022. Any additional money could replace the War Memorial Fund reserves used last year.

**MOTION**

**MOVE to approve \$10,000 in War Memorial Scholarship funds.**

**• Vote to Accept Gifts**

The Board has received an anonymous donation of \$3500 for the purchase and installation of holiday lights.

**MOTION**

**MOVE to approve the anonymous donation of \$3600 for holiday lights.**

**• Discuss and Vote Appointment for Registrar of Voters**

Jane Kettendorf has stepped down from the Board of Registrars leaving a vacancy and John Duffy is recommended for appointment. Mr. Duffy has been a resident of Wellesley since 1999 and has participated in youth sports as a coach or ass't coach of many of his 4 children's soccer teams and once for softball. At Bates Elementary School, he was the Environmental Science Coordinator that managed the nature walk program for several years. Professionally he has worked in finance as an equity analyst and before that was an electrical engineer designing computer equipment.

**MOTION**

**MOVE to appoint John Duffey to the Board of Registrars with a term to expire March 31, 2023**



## **GRANT AGREEMENT (ARPA)**

This Grant Agreement (this “Agreement”) is entered into by and between Norfolk County, Massachusetts (the “County”) and the Municipality listed in the application(s) attached hereto as Exhibit A (the “Grantee”), a political subdivision of The Commonwealth of Massachusetts (the “Commonwealth”) located within the territorial boundaries of the County (the “Grantee”).

WHEREAS, the County is the recipient of a grant (as more fully described in Exhibit A, the “ARPA Grant”) made available under the American Rescue Plan Act (“ARPA”) from the United States Treasury;

WHEREAS, the Grantee has submitted (and may in the future submit) to the County one or more applications for grants to be funded from the ARPA Grant (each application approved by the County and attached hereto from time to time in Exhibit A, an “Application”), and in reliance on the representations, certifications and warranties made by the Grantee herein and in the Applications, the County is (or will be) willing to provide one or more restricted grants in the Grant Amount identified in the applicable Application (each, a “Grant”) to the Grantee on the terms and conditions stated herein;

WHEREAS, the Grantee is willing to accept the Grant evidenced by each Application, and to thereby become a sub-recipient of the ARPA Grant, on the terms and conditions stated herein.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties agree and bind themselves as follows:

### **ARTICLE I - REPRESENTATIONS OF THE GRANTEE**

Recognizing that the County is relying hereon, the Grantee represents, as of the date of this Agreement, as follows:

- (a) *Organization; Power, Etc.* The Grantee is a political subdivision of the Commonwealth located entirely within the geographic boundaries of the County with full legal right and power to authorize, execute, and deliver this Agreement, to receive each Grant, to undertake and implement the use of Grant funds described in each Application and to carry out and consummate all transactions contemplated by the foregoing (including without limitation the recordkeeping and reporting described herein);
- (b) *Authority.* The Grantee has duly and validly authorized the execution and delivery of this Agreement and has or will have so authorized the execution of each Application, and all approvals, consents, and other governmental or corporate proceedings necessary for the execution and delivery of the foregoing or required to make this Agreement the legally binding obligation of the Grantee that it purports to be, in accordance with its terms, have been obtained or made. The representatives of the Grantee executing this Agreement have all necessary power and authority to execute this Agreement and to bind the Grantee to the terms and conditions herein.
- (c) *No Litigation.* No action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, other than as disclosed to the County in writing, is pending or, to the knowledge of the authorized representatives of the Grantee executing this Agreement, threatened (1) seeking to restrain or enjoin the execution and

delivery of this Agreement, or the undertaking of any Project (defined below) or (2) contesting or affecting the validity of this Agreement; and neither the corporate existence of the Grantee nor the title to office of any authorized representatives of the Grantee executing this Agreement, is being contested.

- (d) *No Conflicts.* The authorization, execution and delivery of this Agreement, and performance by the Grantee of each Project and of its obligations under this Agreement, will not constitute a breach of, or a default under, any law, ordinance, resolution, agreement, indenture or other instrument to which the Grantee is a party or by which it or any of its properties is bound.
- (e) *SAM Registration.* Grantee is registered with the System for Award Management (SAM) and confirms that the Data Universal Numbering System (DUNS) number listed in Exhibit A is the correct such number for the Grantee as of the date hereof.
- (f) *Binding Agreement.* This Agreement is, or when executed and delivered will be, the legal, valid, and binding obligation of the Grantee, enforceable in accordance with its terms, subject only to limitations on enforceability imposed in equity or by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally.
- (g) *Information Submitted.* All information, reports, and other documents and data submitted to the County in connection with this Agreement (including without limitation, the Application(s) attached hereto as of the date of execution and each other Application, if any, to be later attached and made a part hereof pursuant to the terms hereof) were, at the time the same were (or will be) furnished, and are, as of the date hereof (or will be as of the date the same are furnished), true, correct and complete in all material respects.
- (h) *Ratification.* By executing this Agreement, the Grantee (i) affirms and ratifies all statements, representations and warranties contained in all written documents that it has submitted to the County in connection with this Agreement (including, without limitation, the this Agreement and the Application(s) attached hereto as Exhibit A as of the date hereof) and (ii) agrees that on each date, if any, that an additional Application is attached hereto and made a part hereof, it will be deemed to have affirmed and ratified all such statements, representations and warranties (including, without limitation, those contained or provided in connection with such additional Application).

## ARTICLE II - THE GRANT

**2.1 Grant Amount** The County agrees to make and the Grantee agrees to accept, on the terms and conditions stated in this Agreement, one or more Grants, in the Grant Amount(s) specified on the Application(s) attached as Exhibit A hereto. From and after the date hereof, the County may agree to make and the Grantee may agree to accept, on the terms and conditions stated herein, additional Grants pursuant to additional Applications in the Grant Amount stated in each such Application; in such event, such additional Applications will be attached hereto on Exhibit A and shall become a part of this Agreement.

### **2.2 Project and Schedule**

- (a) *Grant Purpose.* Each Grant is being made solely to finance the project described in the applicable Application (each, a “Project”).
- (b) *Grant Expenditure Schedule.* The Grant will not pay any costs other than those incurred during the period from March 3, 2021 to June 30, 2024 (subject to extension in the sole discretion of the County, but not later than December 31, 2024). All Grant proceeds that remain unexpended as of June 30, 2024 (or such later date to which the County shall extend such deadline, in its sole discretion) shall be returned to the County promptly (and in any event within ten (10) business days thereafter).

### **2.3 Grant Award Package**

In connection with the execution and delivery of this Agreement, each of the following conditions shall be satisfied (all documents, certificates and other evidence of such conditions are to be satisfactory to the County in its sole and absolute discretion).

- (a) *Executed Grant Agreement.* The County shall receive a duly executed original of this Agreement.
- (b) *Expiration of Offer.* Each Grant, and the obligation of the County to disburse such Grant, or any portion thereof, shall expire ninety (90) days from the date the Grantee was notified that the County had approved the applicable Application. The County, in its sole and absolute discretion, may approve one or more extensions to the expiration of the offer of any Grant.

## ARTICLE III - AFFIRMATIVE COVENANTS

### **3.1 Use of Disbursements**

The Grantee shall expend the Grant funds only for eligible costs of the Project as described in the applicable Application, subject to Article II hereof. The Grantee shall be responsible for compliance with, and shall comply in all material respects with, all applicable law and regulations, whether or not such law or regulations are expressly referenced herein.

### **3.2 Reporting and Compliance with Laws**

The Grantee shall comply with all reporting requirements set forth in Schedule A hereto. In addition, the Grantee agrees that each Project shall be constructed or undertaken and each Grant shall be expended in full compliance with all applicable provisions of federal, state and local law and all

regulations thereunder. Without limiting the generality of the foregoing, the Grantee covenants to comply in all respects with all applicable law, regulation and rule regarding bidding, procurement, employment and anti-discrimination.

### **3.3 Additional Project Funding**

The Grantee shall ensure that adequate funding is in place to complete each Project. In the event that any Grant, alone, is for any reason insufficient to complete the applicable Project, the Grantee will obtain or make available and apply other funds (including without limitation, by incurring loans or obtaining other grants) in an aggregate amount necessary to ensure completion of each such Project.

### **3.4 Recoupment and Costs**

The Grantee acknowledges that it is responsible for compliance with this Agreement and all state and federal law and regulation applicable to the Grant(s) funding source and the Project. Breach of this Agreement and/or failure to comply with such law or regulation may result in all or a portion of the Grant(s) becoming subject to recoupment (including, without limitation, as described in each Application). If one or more Grant is subject to recoupment, the County will notify the Grantee in writing and the Grantee shall promptly, and in any event within 10 days of receiving such notice, return such Grant proceeds (including both any unexpended portion and funds equal to the portion expended) and any interest earnings thereon. In addition, Grantee shall be responsible for, and hereby agrees to prompt pay or reimburse the County for all costs incurred by the County, its employees, officers and agents (including without limitation, attorneys' fees) related to or arising out of such recoupment, including without limitation costs of any related investigation, audit and/or collection efforts.

### **3.5 Indemnification**

To the fullest extent permitted by law, the Grantee agrees to indemnify and hold harmless the County and all of its employees, officers, and agents (collectively, "Indemnified Persons") from and against any and all losses, costs, damages, expenses, judgments, and liabilities of whatever nature (including, but not limited to, attorneys', accountants' and other professionals' fees and expenses, litigation and court costs and expenses, amounts paid in settlement and amounts paid to discharge judgments and amounts payable by an Indemnified Person relating to or arising out of (i) the actual or alleged failure of the Grantee to comply with the terms of this Agreement or with any other requirement or condition applicable to the federal grant with which any Grant is funded or (ii) the operation or undertaking of each Project; provided that no indemnification shall be required of an Indemnified Person to the extent such losses are determined by the final judgment of a court of competent jurisdiction to be the result of the gross negligence or willful misconduct of such Indemnified Person. Such indemnification includes, but is not limited to, costs arising from third-party claims.

The provisions of this Section shall survive the termination of this Agreement, and the obligations of the Grantee hereunder shall apply to losses or claims whether asserted prior to or after the termination of this Agreement. In the event of failure by the Grantee to observe the covenants, conditions and agreements contained in this Section, any Indemnified Person may take any action at law or in equity to collect amounts then due and thereafter to become due, or to enforce performance and observance of any obligation, agreement or covenant of the Grantee under this Section. The obligations of the Grantee under this Section shall not be affected by any assignment or other transfer by the County of its rights or interests under this Agreement and will continue to inure to the benefit of the Indemnified Persons after any such transfer. The provisions of this Section shall be cumulative with and in addition to any other agreement by the Grantee to indemnify any Indemnified Person.

### **3.6 SAM**

The Grantee shall maintain an active SAM registration at all times while this Grant Agreement is in effect.

### **3.7 Recordkeeping.**

The Grantee shall maintain accounts and records with respect to each Project and each Grant in accordance with generally accepted accounting principles as issued from time to time by the Governmental Accounting Standards Board (GASB). Grantee shall keep and maintain all financial records and supporting documentation related to the Project and each Grant for a period of seven years after all Grant proceeds have been expended or returned to the County. Wherever practicable, Grantee shall collect, transmit, and store such records in open and machine readable formats. Grantee agrees to make such records available to the County or the United States Treasury upon request, and to any other authorized oversight body, including but not limited to the Government Accountability Office (GAO), the Treasury's Office of Inspector General (OIG) and the Pandemic Relief Accountability Committee (PRAC). Grantee agrees to make such accounts and records available for on-site inspection during regular business hours of the Grantee and permit the County, the United States Treasury or any other such authorized oversight body to audit, examine, and reproduce such accounts and records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data, and other information relating to all matters covered by this agreement.

The Grantee shall permit the County or any party designated by it upon reasonable prior notice to the Grantee to examine, visit and inspect each Project and to inspect and, without limiting the generality of the previous paragraph, to make copies of any accounts, books and records of the Grantee pertaining to each Project and/or each Grant.

### **3.8 Single-Audit**

The Grantee acknowledges that by accepting the Grant(s) it is a sub-recipient of federal financial assistance under the federal Single Audit Act of 1984, as amended (the "SAA"). The Grantee further acknowledges that to the extent it expends an aggregate of \$750,000 in federal awards (including, but not limited to the Grant(s)) in a fiscal year, it will be subject to an audit under the SAA and its implementing regulations at 2 CFR Part 200, Subpart F.

## **ARTICLE IV - TERMINATION AND REMEDIES**

### **4.1 Termination**

- (a) *Termination by the County.* The County, in its sole and absolute discretion, may terminate this Agreement or any one or more Grant hereunder:
  - (i) if the Grantee has breached any provision of this Agreement (including without limitation reporting requirements in Schedule A hereto) or has failed to comply with any applicable state or federal law or regulation applicable to any Project and/or any Grant; or
  - (ii) if any representation or warranty made by the Grantee in any Application, this Agreement, or any certification or other supporting documentation thereunder or

hereunder shall prove to have been incorrect in any material respect at the time made.

- (b) *Notice of Termination.* The County shall provide the Grantee with written notice of termination of the this Agreement or any one or more Grants, setting forth the reason(s) for termination. The termination of this Agreement or any one or more Grants shall be effective as of the date such notice of termination is sent by the County.
- (c) *Effect of Termination.* Upon termination of this Agreement or any Grant, the Grantee shall reimburse the County for all costs and disbursements of the Grant(s) terminated on a schedule to be negotiated in good faith between the County and the Grantee, but in no event more than 60 days from the date of such termination.

#### **4.2 Term**

This Agreement shall remain in effect until one of the following events has occurred:

- (a) The Grantee and the County replace this Agreement with another written agreement;
- (b) All of the Grantee's obligations under this Agreement have been discharged, including, without limitation, any obligation to reimburse the County for disbursements of the Grant(s); or
- (c) This Agreement has been terminated pursuant to the provisions of Section 4.1 hereof.

### **ARTICLE V - MISCELLANEOUS**

#### **5.1 Notices**

All notices, requests and other communications provided for herein including, without limitation, any modifications of, or waivers, requests or consents under, this Agreement shall be given or made in writing and delivered, (i) in the case of the County, to Norfolk County, 614 High Street, Dedham, Massachusetts 02027-0310, Attention: Mr. John Cronin, County Director, and (ii) in the case of the Grantee, to the address specified in the most recent Application; or, as to either party, at such other address as shall be designated by such party in a notice to each other party. Unless otherwise provided herein, receipt of all such communications shall be deemed to have occurred when personally delivered or, in the case of a mailed notice, upon receipt, in each case given or addressed as provided for herein.

#### **5.2 No Waiver**

No failure or forbearance on the part of the County to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof nor shall any single or partial exercise by the County of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. Conditions, covenants, duties and obligations contained in this Agreement may be waived only by written agreement between the parties.

#### **5.3 Governing Law**

This Agreement shall be construed under, and governed by, the laws of the Commonwealth. The Grantee agrees to bring any federal or state legal proceedings arising under this Agreement in which the

County is a party in a court of competent jurisdiction within the Commonwealth. This section shall not be construed to limit any other legal rights of the parties.

#### **5.4 Successors and Assigns**

This Agreement shall be binding upon and inure to the benefit of the Grantee and the County and their respective successors and assigns, except that the Grantee may not assign or transfer its rights or obligations hereunder without the prior written consent of the County.

#### **5.5 Complete Agreement; Waivers and Amendments**

All conditions, covenants, duties and obligations contained in the Agreement may be amended only through a written amendment signed by the Grantee and the County unless otherwise specified in this Agreement. At the date of execution hereof, one or more Applications are attached hereto as Exhibit A and made a part hereof. From time to time after the date hereof, the Grantee may apply for, and the Grantee may agree to make, additional Grants pursuant to additional Applications. In such event, such additional Applications shall be attached to and become a part of this Agreement. The parties understand and agree that this Agreement and all Applications attached hereto from time to time, which are expressly incorporated herein by reference, supersedes all other verbal and written agreements and negotiations by the parties regarding the matters contained herein.

#### **5.6 Headings**

The headings and sub-headings contained in the titling of this Agreement are intended to be used for convenience only and do not constitute part of this Agreement.

#### **5.7 Severability**

If any term, provision or condition, or any part thereof, of this Agreement shall for any reason be found or held invalid or unenforceable by any governmental agency or court of competent jurisdiction, such invalidity or unenforceability shall not affect the remainder of such term, provision or condition nor any other term, provision or condition, and this Agreement shall survive and be construed as if such invalid or unenforceable term, provision or condition had not been contained therein.

#### **5.8 Schedules, Exhibits and Attachments; Counterparts; Electronic Signature**

Each schedule, exhibit or other attachment hereto (including without limitation each Application attached (or to be attached as referenced in Section 5.5 hereof) as Exhibit A and referred to herein is an integral part of this Agreement. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000 and related state law) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

#### **5.9 Further Assurances**

Grantee agrees that it will, from time to time, execute, acknowledge, and deliver, or cause to be executed, acknowledged, and delivered, such further instruments as may reasonably be required for carrying out the intention or facilitating the performance of this Agreement.

#### **5.10    Third-Party Beneficiaries**

This Agreement is exclusively between the County and the Grantee, and does not nor is intended to create any privity of contract with any other party not a party hereto other than the Indemnified Persons, nor to imply a contract in law or fact. The County is not obligated to disburse grant funds on any contract, or otherwise, between the Grantee and any other party, nor intends to assume, at any time, direct obligations for payment for work, goods, or other performance under such contracts. The obligation to pay any amounts due under such contracts is solely the responsibility of the Grantee. Nothing herein, express or implied, is intended to, or shall confer upon, any other person any right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement between the County, the Grantee and the Indemnified Persons.

*[Remainder of page intentionally left blank; signature page follows.]*



**IN WITNESS WHEREOF**, the parties hereto have caused this Grant Agreement to be duly executed as of the latest date set forth below.

**NORFOLK COUNTY, MASSACHUSETTS**

By: \_\_\_\_\_  
Name: John Cronin  
Title: County Director

Date: \_\_\_\_\_

GRANTEE (as applicable)

**TOWN OF \_\_\_\_\_,**  
**as Grantee**

**CITY OF \_\_\_\_\_,**  
**as Grantee**

By a majority of its Board of Selectmen:

By its

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Mayor/City Manager

and a majority of its City Council:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## **SCHEDULE A**

### **Reporting Requirements**

#### **Event Reporting**

The following events shall be reported promptly upon the occurrence thereof (and in any event with five business days of the occurrence thereof) to the County:

- (a) The inclusion of the Grantee, or any contractor or sub-recipient related to any Grant or any Project, or any employee, officer or other official of any of the foregoing, on any state or federal listing of debarred or suspended persons, or if any of such persons are proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any state or Federal department or agency.
- (b) Any criminal or civil litigation, or credible threat of such litigation, or investigation by any governmental entity of any of the persons listed in (a) for violations of state or Federal law involving fraud, bribery, misappropriation of funds, breaches of fiduciary duty or other actions bearing on the trustworthiness, credibility or responsibility of such person.

#### **On Demand Reporting**

The Grantee shall provide such other reporting relating to each Grant and each Project as the County shall reasonably request from time to time.

#### **Scheduled Reporting**

- (a) Quarterly Reporting. The Grantee shall provide quarterly reports as of the end of each fiscal quarter. Such reports shall be delivered to the County not later than the fifteenth (15) day following the end of the each fiscal quarter (i.e. January 15, April 15, July 15 and October 15) and shall contain:
  - a. The status of each Project (not started, in process, completed)
  - b. The amount of each Grant spent on the applicable Project during the quarter;
  - c. The cumulative total amount of each Grant funds spent on the applicable Project since inception;
  - d. The amount, if any, of each Grant that has been obligated for spending on the applicable Project that have not yet been expended;
  - e. A certification that, as of such reporting date and at all times since the previous reporting date (or if none, since the date of the Grant Agreement), the Grantee is and has been in full compliance with all terms of the Grant Agreement, including, without limitation, compliance with Title VI of the Civil Rights Act and all other applicable anti-discrimination laws (or a has delivered to the County in writing a full accounting of all instances on noncompliance); and
  - f. Such other items as the County shall reasonably request related to the Grant(s) and/or the Project(s)
- (b) Close Out Reporting. The Grantee shall provide a final close-out report after the final expenditure (or return to the County) of each Grant. Such report shall be delivered to the County not later than 60 days following the quarter in which such final expenditure (or return) occurred and shall contain all such items as are reasonably requested by the County or its agents.

**EXHIBIT A**

[copies of each final, approved  
*Application (Terms and Conditions)*  
to be attached]



13. 9:30 New Business and Other Correspondence  
❖ Mass Bay Press Release



**Meagher, Cathryn**

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**From:** Cooper, Elizabeth <ecooper@massbay.edu>  
**Sent:** Monday, November 8, 2021 2:26 PM  
**Subject:** MassBay Student Selected as Patriots Difference Maker Awardee

[ **EXTERNAL EMAIL** : This message originated outside of the TOWN OF WELLESLEY mail system. **DO NOT CLICK** on links or open **attachments** unless you are sure the content is safe.]



**FOR IMMEDIATE RELEASE**

**Contact:**  
Liz Cooper  
ecooper@MassBay.edu

## **MassBay Student Selected as Patriots Difference Maker Awardee**

**WELLESLEY HILLS, Mass. (November 8, 2021)** – MassBay Community College student, **Nathan Persampieri** of **Newton, MA**, has been recognized by the Kraft family and the New England Patriots Foundation with the "[Patriots Difference Maker of the Week Award](#)." Persampieri, who studies liberal arts, was selected for his commitment and volunteerism with the Newton, MA, nonprofit organization, Understanding Our Differences.

"I am humbled and honored to receive this award," said Persampieri. "I would like to thank Understanding Our Differences and the New England Patriots for recognizing my efforts. Building awareness of people's differences and creating an inclusive community is important and vital work in which I'm proud to take part."

The mission of Understanding Our Differences is to educate communities to value and accept people of all abilities through school-based, interactive disability awareness programs. The nonprofit serves more than 80 schools in eastern Massachusetts and beyond and is committed to teaching students to see the whole person and better understand their disabilities.

Persampieri started volunteering with Understanding Our Differences in 2017, when he was a student at Newton North High School. Since that time, he has become an advocate, ambassador, speaker, volunteer, and part of the advisory board where he meets with city leaders to raise the profile of people with disabilities and encourages them to create new programs that raise awareness and promote inclusion.

"We are excited to once again recognize local volunteers with our Patriots Difference Maker of the Week Award," said Josh Kraft, president, New England Patriots Foundation. "Each of these honorees has their own unique story of community service and we are proud to shine a light on the tremendous work they are doing. We would like to thank all of this year's Patriots Difference Makers for helping to build stronger New England communities."

According to their website, throughout the 2021 season, the Kraft family and the New England Patriots Foundation will recognize 17 local volunteers with the "Patriots Difference Maker of the Week Award." The honorees will be celebrated for going above and beyond to support nonprofit organizations in New England communities. As part of this recognition, the foundation will present a \$5,000 donation to the nonprofit organization represented by each honoree. The Patriots Difference Makers will participate in a special year-end celebration and will receive a pair of tickets to attend the Patriots final regular-season home game on Jan. 2 against the Jacksonville Jaguars.

This marks the 11th season that the Kraft family and the Patriots Foundation have presented their Patriots Difference Maker of the Week Award to volunteers from all across New England. Since its inception, 150 individuals have received this award and more than \$675,000 has been donated to local nonprofit organizations.

Persampieri is scheduled to graduate with his Associate in Arts degree in Liberal Arts in May 2022, with plans to transfer to a four-year university to pursue his bachelor's degree.



**\*\*Attached is a photo of Nathan Persampieri, for your consideration. Photo courtesy of Nathan Persampieri.**

To learn more about MassBay, visit [www.massbay.edu](http://www.massbay.edu).

MassBay Community College is the most affordable higher education option in MetroWest Boston, offering a robust portfolio of courses and more than 70 associate degree and certificate programs with flexible day, evening, and weekend classes in Ashland, Framingham, Wellesley Hills, and online. MassBay students receive an unmatched educational value by earning stackable credits that transfer to bachelor's degree programs, and workforce-ready skills necessary to advance careers in high-demand fields such as health and life sciences, automotive technology, engineering, business,



cybersecurity, and the humanities. MassBay's Associate Degree in Nursing (RN) and Practical Nursing (LPN) programs were both ranked as the #1 Nursing Program in Massachusetts in 2020-2021 by national nursing advocacy organizations RegisteredNursing.org, and PracticalNursing.org. Since its founding in 1961, MassBay has been accredited by several governing bodies and remains firmly committed to its mission of meeting the needs of the diverse local communities it serves. We value the intrinsic worth of all individuals, collectively in pursuit of inclusiveness and prioritize our work towards achieving equity within our community and beyond.

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