

IN BOARD OF SUDBURY SELECTMEN  
TUESDAY, APRIL 29, 2014

Present: Chairman John C. Drobinski, Vice-Chairman Charles C. Woodard, Selectman Lawrence W. O'Brien, Selectman Robert C. Haarde, Selectman Leonard A. Simon and Town Manager Maureen G. Valente

The statutory requirements as to notice having been complied with, the meeting was convened at 6:35 p.m. at the Flynn Building.

**Town Accountant – Interview**

Present: Candidate Christine Nihan and Finance Director Andrea Terkelsen

Finance Director Andrea Terkelsen introduced Christine Nihan as the recommended candidate to fill the vacancy of Town Accountant occasioned by the retirement of Barbara Chisholm.

Ms. Nihan described her experience in her current position with the City of Medford, noting she is a licensed Certified Public Accountant (CPA) in the State, and she is working towards the Certified Government Accountant (CGA) designation.

Vice-Chairman Woodard asked if Ms. Nihan would be comfortable addressing the Board with any concerns, is she deemed it necessary to do so. Ms. Nihan stated she would reach out to the Board, if needed. Selectman Haarde asked who she would approach on the Board. Ms. Nihan stated she would contact the Chairman, followed by the Vice-Chairman, if needed, and finally the entire Board, if the issue was still not addressed.

In response to a question from Selectman O'Brien, Ms. Nihan stated what attracted her to the position, noting she believes Sudbury is a good location for the next step in her career.

Selectman Simon stated he is pleased Ms. Nihan is pursuing continuing education, which will benefit the Town. He asked if Ms. Nihan is familiar with Sudbury's financial software package. Ms. Nihan stated she has not used the MUNIS software, but she anticipates that she will be able to adapt to it easily.

Selectman Haarde asked if Ms. Nihan's CPA license is current, and she responded affirmatively.

It was on motion unanimously

VOTED: To approve the appointment of Christine Nihan as Town Accountant in the words provided in the memorandum provided by Finance Director Andrea Terkelsen dated April 25, 2014.

**Executive Session**

Chairman Drobinski announced the suspension of the regular meeting and it was on roll call unanimously

VOTED: To go into Executive Session to conduct contract negotiations with nonunion personnel Town Manager Maureen Valente and Town Counsel Paul Kenny, wherein strategy discussion in an open meeting may have a detrimental effect on the bargaining position of the Board, Chairman John C. Drobinski, aye, Vice-Chairman Charles C. Woodard, aye, Selectman Robert C. Haarde, aye, Selectman Lawrence W. O'Brien, aye, and Selectman Leonard A. Simon, aye.

Chairman Drobinski announced regular session would reconvene at Town Hall following Executive Session.

### **Opening Remarks**

At 8:02 p.m., Chairman Drobinski resumed the regular session meeting at Town Hall, and he apologized for the late start to the meeting due to a busy Executive Session held earlier tonight. He thanked residents for participating in the Town's Spring Clean-Up Day last week.

### **Reports from the Town Manager**

Town Manager Valente stated her latest Newsletter has recently been posted on the Town website and is very informative. She informed the Board future agenda items will include the extension of an agreement with Marlborough to share Veterans' Agent services, and to finalize the Intermunicipal Agreement regarding Regional Housing Services which will soon transition to Concord. Ms. Valente distributed copies to the Board of an article from the Boston Globe last week regarding a program helping to make Sudbury's Schools and buildings safer.

### **Reports from the Board of Selectmen**

Vice-Chairman Woodard stated he participated in a two and a half-hour Executive Session with the Board regarding the Johnson Farm development. He also attended the Permanent Building Committee meeting regarding recent cost estimates for a new Police Station. Vice-Chairman Woodard also attended last night's Finance Committee meeting and the D.A.R.E graduation at Loring. He also participated in interviews for a Town Accountant and the negotiation discussions regarding new contracts for the Town Manager and Town Counsel.

Selectman Haarde attended the Johnson Farm Executive Session and the D.A.R.E. graduation ceremony at the Haynes School.

Selectman O'Brien attended the Johnson Farm Executive Session and last night's Finance Committee meeting and the D.A.R.E graduation at Loring. He also participated in Board of Selectmen Office Hours.

Selectman Simon stated he attended the D.A.R.E. graduation at the Noyes School and the Capital Improvement Advisory Committee meeting with the Finance Committee. He also attended a meeting with the Worcester Department of Transportation regarding the Bruce Freeman Rail Trail. Selectman Simon visited the Transfer Station and he noted the Town's extensive recycling efforts. He also attended a Conservation Commission meeting and the Finance Committee meeting last night. Selectman Simon stated he believes the Board liaison roles to other groups have value in helping communication and information to be shared.

Chairman Drobinski stated the Board will vote for new assignments of Chairman and Vice-Chairman at its next regularly scheduled meeting after Town Meeting.

### **Johnson Farm Chapter 40B Litigation – Board of Selectmen Statement**

The Board was previously in receipt of copies of a letter from the Board to the Acting Regional Office Director of the Massachusetts Department of Environmental Protection (DEP) Northeast Region dated April 29, 2014. In addition, copies of a red-line version of a Statement from the Board, noting revisions made by Selectman Haarde were distributed.

Chairman Drobinski read aloud a statement, prepared by Town Counsel on behalf of the Board, regarding the Johnson Farm Chapter 40B litigation. He stated the Selectmen held an Executive Session on April 14, 2014 with the Conservation Commission and the Board of Appeals to discuss strategy. He stated the Board's letter to DEP indicates the Selectmen want to make DEP aware of their concerns regarding certain aspects of the plan and process so as not to restrict the Town from making changes as the development is reviewed by the Zoning Board of Appeals (ZBA). The Selectmen have indicated financial support for hiring Special Counsel to advise the ZBA. Once the application returns to the ZBA, the Board plans to send a letter to MassHousing identifying conditions of the Project Eligibility letter dated January 20, 2011 which will be impacted by the revised plan, and request a new Project Eligibility Letter be issued. He assured the public the Board will remain involved with this issue.

Selectman Haarde stated he submitted recommended edits which he hoped to discuss. Chairman Drobinski stated the suggested edits were not discussed at the Executive Session meeting for inclusion in the letter to be sent to DEP. Selectman Haarde stated he believes the Board needs to inform DEP that it considers the plan changes as substantial and that Sudbury would like the applicant to be directed back to the Town and the Conservation Commission.

Selectman O'Brien suggested that, since the Board is not under any pressing time constraints to send the letter to DEP, the Board could discuss the edits at its meetings prior to Town Meeting next week.

Vice-Chairman Woodard suggested the Board also obtains input from the other parties who were involved in the Executive Session meeting, including Town Counsel and the Conservation Commission.

Selectman Simon noted Selectman Haarde submitted edits to the Statement previously read by Chairman Drobinski and they were not made to the draft letter for DEP. It was noted the draft statement as read by the Chairman tonight would remain as presented.

### **Citizen's Comments**

At 8:28 p.m., Chairman Drobinski recognized Sudbury citizen Pat Brown, 34 Whispering Pine Road. Ms. Brown asked the Board to consider simplifying the Citizens' Comment procedure.

Chairman Drobinski also recognized Sudbury citizen Rick Johnson, 38 Bent Road. Mr. Johnson stated he believes there has been no reconciliation by the Board regarding the varying evaluations received for the Town Manager's performance. Mr. Johnson also asked about the decisions made regarding votes taken at the March 17, 2014 Finance Committee Meeting.

Town Manager Valente summarized the initial conclusion drawn by Town Counsel regarding whether a quorum had existed and the subsequent correction made by Town Counsel for his initial error.

A brief discussion ensued regarding what the documentation was for the first and second opinions given by Town Counsel. Vice-Chairman Woodard stated the incident is over and Town Counsel acknowledged his error, and there is not much to be gained by revisiting this topic.

### **Town Meeting Petition Article – Discussion**

Proponent: Susan Doherty

At 8:35 p.m., Chairman Drobinski welcomed proponent Susan Doherty of petition article #43 for the Annual 2014 Town Meeting to discuss the petition with the Board. The Board was previously in receipt of copies of the petition article as published in the Town Warrant, a memorandum from Director of Planning

and Community Development Jody Kablack dated April 25, 2014, and a memorandum from Town Manager Valente dated April 25, 2014 regarding comments from Town Counsel.

Petitioner Susan Doherty (Article 43, Sale of Land under C61A), 235 Concord Road, explained the petition was submitted to see if the Town will vote to adopt a Chapter 61 Lands' Policy to set forth a clear and timely process by which the Town of Sudbury will review and respond to notices of conversion and sale of lands subject to Chapters 61, 61A and 61B and to determine whether or not to exercise or assign its right of first refusal on these lands.

Selectman Haarde stated he supports the article, noting he believes these types of properties should be discussed at Public Hearings.

Chairman Drobinski noted it is important to be sure that if a Chapter 61A process is challenged in court, that this new local bylaw would not be in conflict with other regulations.

Ms. Doherty stated she just received Ms. Kablack's memorandum tonight, and she will review those comments and consider if amendments are needed prior to Town Meeting.

#### **Construct Police Headquarters – 77 Hudson Road – Project Update**

Present: Permanent Building Committee Co-Chair Mike Melnick, Combined Facilities Director Jim Kelly, Police Chief Scott Nix and Construction Monitoring representative Paul Griffin

At 8:42 p.m., Chairman Drobinski opened a discussion regarding the project costs to construct the new Police Headquarters.

Permanent Building Committee Co-Chair Mike Melnick explained that it has recently been determined that last year's design funds of \$127,000 which had been earmarked to be transferred to this project cannot be used at this time. Copies of a Revised Draft dated April 28, 2014 of Total Project Costs were distributed tonight. Mr. Melnick stated the project is now estimated to be approximately \$700,000 more than what was anticipated in February 2014. He stated the increase in costs is primarily due to current market building conditions. However, Mr. Melnick emphasized this change will result in only an \$8 per year increase in the average anticipated taxes for residents than what was previously estimated.

Police Chief Nix explained the Committee has diligently reviewed costs which are in the Town's control, but the construction costs are variable. He stated a second company was contracted to estimate the project costs. Chief Nix stated the new projections will also be presented to the Finance Committee on May 1, 2014.

Vice-Chairman Woodard stated it appears the second professional estimator has identified these changes in costs.

Selectman Simon asked that, if the project is delayed another year, is it likely costs would increase. The consensus was that costs would likely increase by at least 10%, and that every month of delay costs money at this point.

Selectman O'Brien asked when a signed contract with a builder could be finalized if the project is passed at Town Meeting. Mr. Melnick stated it is possible by July 1, 2014.

Construction Monitoring representative Paul Griffin stated the building trades in the Boston area are tapped out because business is booming.

Selectman O'Brien asked if the previously intended funds of \$127,000 could be redirected at a future Town Meeting after 2014. Town Manager Valente stated there are options to pursue to present a future Town Meeting article.

Sudbury resident Bob Stein, 7 Thompson Drive, expressed his concern regarding the significant increase in costs, and whether some residents who voted for the project on the Town Ballot might not have done so at the current estimate. Mr. Stein believes the public deserves another vote on the project based on this new information.

Combined Facilities Director Jim Kelly stated project costs will continue to escalate with every delay. He emphasized the difference to the average taxpayer of the new information results in an \$8 increase per year.

Sudbury resident Rick Johnson, 38 Bent Road, believes the Town owes it to the taxpayers to provide real project costs. He suggested taking the time now to bid the project out for real figures, and then let the public vote again. Mr. Kelly stated he believes the Town will not reap any cost savings from going out to bid at this stage. He also stated the group has consistently tried to be respectful of Sudbury's taxpayers.

Selectman Simon suggested that by adding more procedural steps, even more increases to the project costs might occur.

Selectman O'Brien stated the motion at Town Meeting will have a specific figure noted of \$7.9 million, which will give the public the information it needs, and then the project can go out to bid on this amount, if approved.

Sudbury resident John Baranowsky, 103 Belcher Drive, stated the original project estimator had difficulty providing an estimate. He believes the increased costs are a result of an incomplete first-round estimate, which was identified by the second value-engineer, and escalating market conditions.

At 9:18 p.m., Chairman Drobinski thanked the team for keeping the Board and public abreast of this new information, and he closed the discussion.

#### **Acknowledgment of Service – Chairman Drobinski**

On behalf of the Town, Vice-Chairman Woodard thanked Chairman Drobinski for his 27 years of service. He emphasized the professional role model Chairman Drobinski has been for the community, noting he has been a positive example of what good leadership can accomplish.

#### **Public Hearing: Application of Sun Edison for Site Plan Approval to Construct a Photovoltaic System on the Lincoln-Sudbury Regional High School Property**

Present: Lincoln-Sudbury Regional High School Committee Chair Radha Gargeya and Director of Planning and Community Development Jody Kablack

At 9:18 p. m., Chairman Drobinski opened the Public Hearing regarding the application of Sun Edison for Site Plan Approval to Construct a Photovoltaic System on the Lincoln-Sudbury Regional High School (L-SRHS) Property. The Board was previously in receipt of copies of the application and accompanying materials, a letter from Sudbury's Building Commissioner Mark Herweck dated April 17, 2014, a letter from Sudbury Police Chief Scott Nix dated April 14, 2014, and a memorandum from Director of Planning and Community Development Jody Kablack dated April 25, 2014. Town Manager Valente read aloud the Public Hearing Notice.

Ms. Kablack explained this is an informal review, since L-SRHS is not subject to the Town's site plan review process. She stated Town staff has reviewed the proposal and did not identify any major issues. Ms. Kablack stated the drainage system will need to be reviewed to ensure proper treatment of the new impervious surfaces.

Lincoln-Sudbury Regional High School Committee Chair Radha Gargeya introduced members of the project team in attendance. Mr. Gargeya stated L-SRHS has been working on the project for two years, and on March 11, 2014, the School Committee voted unanimously to finalize contract negotiations with Sun Edison to install a 1.26918 megawatt ground-mounted photovoltaic system. Over the life of the contract, the cost savings are estimated to be approximately \$2 million.

Vice-Chairman Woodard asked if L-SRHS is liable for a minimum amount of usage. Mr. Gargaya stated it is not.

Selectman Haarde stated this is a good project, which he is pleased has come to fruition. He asked how snow will be removed. The Sun Edison project manager explained how snow would be handled.

Selectman O'Brien asked about the 35 trees proposed to be removed. It was noted as many trees as possible would be relocated to other locations on the property. Selectman O'Brien also asked what the LED canopy lights would look like, noting they have strong illumination. He asked that the lighting impact be tempered appropriately for the neighborhood. Mr. Gargeya stated the plan is to integrate the canopy lighting with the other parking lot lighting system.

Selectman Simon asked if there is a cost to the Town to install this system, and the answer was there is not. He also asked who maintains the solar panels. It was noted Sun Edison will maintain them for 20 years.

Sudbury resident Michael Buoniconti asked what happens if Sun Edison goes out of business. It was noted Sun Edison works with insurers to provide backup services.

Chairman Drobinski stated this is a great green project for the School and he asked whether there will be a learning component for students. Mr. Gargeya summarized the various learning opportunities which the project will provide for the students.

It was on motion unanimously

VOTED: To support the application of Sun Edison for Site Plan Approval to Construct a Photovoltaic System on the Lincoln-Sudbury Regional High School Property.

#### **2014 Annual Town Meeting Community Preservation Act (CPA) Warrant Articles**

Present: Community Preservation Committee (CPC) Chairman Chris Morely, Director of Planning and Community Development Jody Kablack and Sudbury Housing Trust Chairman Michael Buoniconti

At 9:40 p.m., Chairman Drobinski stated a presentation would be heard tonight regarding the Community Preservation Committee's (CPC) recommended Town Meeting articles. The Board was previously in receipt of a listing of the Warrant articles recommended for Community Preservation Act (CPA) funding.

CPC Chairman Chris Morely distributed copies of a handout to the Board summarizing his presentation. Mr. Morely explained the CPC has tried this year to build-up savings by staying within its budget. To do this, some of this year's project requests were reduced. Mr. Morely summarized the following article appropriation requests:

**#29 - Community Preservation Fund - Town-wide Walkways** – requesting \$50,000 for engineering, design and construction of priority walkways.

**#30 - Community Preservation Fund - Sudbury Housing Trust (SHT) – Allocation** - to appropriate an amount not to exceed \$100,000 of Community Preservation Act Funds from FY15 Revenue, as recommended by the Community Preservation Committee, for the purpose of providing funds to the Sudbury Housing Trust in support of its efforts to provide for the preservation and creation of affordable housing, or act on anything relative thereto. All appropriations will be allocated to the Community Housing category and funded from FY15 Revenue.

**#31 - Community Preservation Fund - Historic Projects** - the request to appropriate an amount not to exceed \$162,500 from the Community Preservation Act Funds, as recommended by the Community Preservation Committee, for the purpose of completing the following projects as proposed and recommended by the Sudbury Historical Commission: restoration of approximately 150 gravestones in Sudbury cemeteries and restoration and preservation of the historic war monuments in Sudbury, or act on anything relative thereto. All appropriations will be allocated to the Historic category and funded from Historic Reserves or FY15 Revenue.

**#32 - Community Preservation Fund – Bruce Freeman Rail Trail Design** – submitted by the Board of Selectmen, requesting \$175,000 of a total project cost of \$250,000 for design funds to complete the 25% design plan for the full 4.4 mile rail trail in Sudbury to Massachusetts Department of Transportation (DOT) standards. The balance of \$75,000 will be \$58,000 donated by the Friends of the Bruce Freeman Rail Trail (FBFRT), and \$17,000 of previously appropriated CPA funds.

**#33 - Community Preservation Fund – Melone Property Engineering** - a revised proposal submitted by the Board of Selectmen, requesting \$150,000 for development of high-density residential housing which counts towards the Town’s 10% affordable housing goal, as well as complementary and/or accessory open space and recreational uses.

**#34 - Community Preservation Fund – Sudbury Housing Authority Preservation Project** - to appropriate an amount not to exceed \$200,000 of Community Preservation Act funds from FY15 Revenue, as recommended by the Community Preservation Committee, for the purpose of replacing the ceramic tile tub surrounds in 62 units of housing at Musketahquid Village which is necessary to preserve the structural integrity of the building, or act on anything relative thereto. All appropriations will be allocated to the Community Housing category and funded from FY15 Revenue.

**#35 - Community Preservation Fund – Amend Article 43 of the 2006 Annual Town Meeting, Sudbury Housing Authority Unit Buy-Down** - the request to amend Article 43 of the 2006 Annual Town Meeting by removing the deadline for completion of the project, as recommended by the Community Preservation Committee, or act on anything relative thereto.

**#36 - Community Preservation Fund – Reversion of Funds** - regarding the request to return the unused balances from prior article authorizations voted at prior Town Meetings, which projects have been completed, or otherwise, into the CPA unrestricted reserves account:

|                     |                                         |             |
|---------------------|-----------------------------------------|-------------|
| 2006 ATM Article 41 | Hearse House Relocation and Restoration | \$ 2,213.57 |
| 2008 ATM Article 27 | Hosmer Painting Appraisal               | \$ 2,800.00 |
| 2008 ATM Article 34 | Nobscot Preservation Phase 2            | \$ 3,224.83 |
| 2009 ATM Article 22 | Land Preservation, 79 Lincoln Lane      | \$25,000.00 |

|                     |                                |             |
|---------------------|--------------------------------|-------------|
| 2009 ATM Article 25 | Historic Preservation Projects | \$ 390.00   |
| 2010 ATM Article 30 | Tomb Door Restoration          | \$21,125.00 |
| Total =             |                                | \$54,753.40 |

**#37 - Community Preservation Fund – General Budget and Appropriations** - Mr. Morely further noted the CPC submits an article each year of the CPA General Budget and Appropriations. He also explained there is a bill pending at the State House which would allow for a bonus matching payment to towns from the State's surplus of funds as was received last year.

Selectman Simon stated he attended several CPC meetings and he found their deliberation process to be careful and prudent. Chairman Drobinski stated he is a member of the CPC, and its work is done carefully, especially this year, when the budget was so tight for the requests received.

Sudbury resident Bryan Semple, 15 Revere Street, stated he does not understand why the SHT is being recommended for additional funds, when it has approximately \$800,000 in its bank account, which could be used for affordable housing.

SHT Chairman Michael Buoniconti explained the majority of those funds are earmarked for the Maynard Road project. He also stated this project may resume in May. Mr. Buoniconti noted the original proposal was for six units, but the neighborhood suggested reducing the number of units to three.

Mr. Semple stated he does not believe the Maynard Road project should proceed to build three units which would be subsidized at approximately \$250,000 each. He believes this is too expensive a proposition for minimal affordable housing results.

Vice-Chairman Woodard asked what the Maynard Road land is worth. Mr. Buoniconti stated approximately \$375,000.

Mr. Semple stated he believes the Town should divest itself of the Maynard Road property because its proposed plan is flawed by only seeking three units.

Mr. Semple expressed concern regarding the Melone property article, stating he does not know how building affordable units on the property will help Sudbury reach its 10% goal.

Vice Chairman Woodard explained the number of units needed by the Town to reach its 10% quota is 184 units. He emphasized the Board is trying to determine the number of units which the Melone property can accommodate, and the proposed soil testing will help in this determination. Vice-Chairman Woodard stated the funds are needed to help determine how several factors will be impacted and whether there is a market for the eventual number of units.

Mr. Semple stated he thought the maximum number of units was 92 without a septic system. Vice-Chairman Woodard stated water treatment and other issues will have an impact on the eventual number of units to be built.

Selectman Haarde stated the article language does not state how many units are expected to be built and how the Town's affordable housing goal will be reached.



Mr. Morely stated the property's soils are good, since it previously functioned as a gravel pit. He emphasized the septic system issue can always be solved, it is just a question of whether it can be done at the right cost and whether the economics can work.

Selectman Haarde stated it is important to know if the Town is actually going to solve its Chapter 40B problems, otherwise it might be wise to use one of the Town's last remaining large properties for other purposes. He believes the plan should be to achieve the goal and not just to get close to it.

Selectman O'Brien stated it needs to be determined how many units can be built and then the residents at Town Meeting will need to decide whether to proceed.

Vice-Chairman Woodard stated that, until the Town proceeds with the necessary engineering studies, it will not know what is possible.

Mr. Semple believes the article would be better by stating a goal for the number of units to be constructed.

Selectman Haarde stated he does not have confidence that everyone wants to achieve the 10% goal. Vice-Chairman Woodard and Mr. Morely stated they have never encountered anyone in Town who did not want to solve the Chapter 40B issue.

Sudbury resident Siobhan Hullinger, 55 Washington Drive, questioned the wording of the Melone property article and why soil testing was not proposed to be done first before asking for \$150,000.

Director of Planning and Community Development Jody Kablack stated the proposed master plan for the Melone property has a lot of components, and she referenced the basic process outlined in Vice-Chairman Woodard's original memo dated December 5, 2013 and submitted to the Selectmen.

Sudbury resident Pat Brown stated that, if any amendments are proposed to the article, it would be helpful to post them to the Town website in advance of Town Meeting.

At 10:18 p.m., Chairman Drobinski thanked Mr. Morely for his report.

#### **Sudbury Planning Board - Town Meeting Zoning Articles 38-41 Review**

Present: Planning Board members Chris Morely, Peter Abair, and Pat Brown and Director of Planning and Community Development Jody Kablack

At 10:19 p.m., Planning Board members summarized the zoning-related articles proposed for the Annual 2014 Town Meeting.

#### **#39 - Amend Zoning Bylaw, Art. IX, sec. 2326, Accessory Structures (sheds)**

Planning Board member Peter Abair explained this article was put forth by the Building Inspector Mark Herweck to mirror the State's regulations to allow sheds to be 16 feet long on any side within five feet from a property line.

#### **#38 - Amend Zoning Bylaw – Art. IX –Medical Marijuana Treatment Centers**

Planning Board member Pat Brown stated this bylaw regulates the location of permitting of medical marijuana treatment centers. She stated that, without establishing restrictions, the Town could be vulnerable for a center to be established anywhere. The purpose of the bylaw is to minimize impacts of centers on

abutting properties, residential neighborhoods, schools, playgrounds and other locations where minors congregate. The Planning Board has proposed four specific zoning districts which may be appropriate: Industrial District 2 along Union Avenue north of Station Road; Industrial District 4, south of Boston Post Road from the NStar substation property to the Wayland Town line; Industrial District #6, the Richey and Clapper property at 33 Boston Post Road and Limited Industrial District #1, Chiswick Park and Raytheon. Ms. Brown emphasized banning these facilities is not an option according to the Mass. Attorney General's Office. The bylaw also requires a 500-foot setback from many uses where youth congregate and that the hours of operation, security measures, length of permit be coordinated with the Sudbury Police department. A proactive approach to zoning is warranted, even though Sudbury has not been pursued as a potential location and no licenses have been proposed in Town.

Selectman O'Brien asked if the bylaw language was adapted from something else. Ms. Brown stated it has been adapted for Sudbury from a model bylaw recommended by Kopelman and Paige, P.C.

Selectman Haarde asked if the 500-foot setback is adequate. Ms. Kablack stated the Town could adopt a larger distance, but the State regulations require 500 feet. Selectman Haarde stated he would be pleased to have the Town challenge applicants with a distance greater than 500 feet.

#### **#40 - Amend Zoning Bylaw, Art. IX, sec.4100, Flood Plain Overlay District**

Mr. Abair explained FEMA is currently updating Flood Insurance Rate maps, and this article proposes amendments to reflect the updated maps. Sudbury is a participating community in the National Flood Insurance Program, and to protect residents' properties, we must adopt and abide by a floodplain district bylaw. The newest maps will go into effect July 7, 2014.

#### **#41 - Amend Zoning Bylaw Art. IX – Section 4500 – Wastewater Facilities Bylaw – Deletion**

Mr. Abair stated the Planning Board recommends the Wastewater Facilities Bylaw be deleted. He stated there is no longer a need for the bylaw, since its original intentions are now covered and are within the jurisdiction of the State's Department of Environmental Protection (DEP). Mr. Abair stated the bylaw was adopted in 1989 before the DEP established its regulations, and a Special Permit has never been issued under this bylaw.

Selectman Haarde stated he is wary to delete a bylaw which might be effective, even if it has never been used. He would want to be sure Sudbury would not be losing protections in this bylaw which exceed the DEP requirements.

Mr. Morely stated the bylaw was well intended in 1989 by volunteers who did not have other resources at the time. He stated now DEP does this work more effectively.

Selectman O'Brien stated it might be helpful to prepare a side-by-side comparison for Town Meeting to provide comfort that there are no gaps in protection.

Ms. Kablack noted the Board of Health, Sudbury Water District and the Sudbury Conservation Commission support deletion of the bylaw.

**Minuteman Regional Vocational High School – Articles #4 and #27 – Proposed Regional Agreement Changes**

Present: Sudbury's Minuteman Regional Vocational High School District Committee Liaison David Manjarrez, Minuteman Assistant Superintendent Kevin Mahoney and Minuteman District School Committee member Jeffrey Stulin

The Board was previously in receipt of copies of a memorandum from Town Manager Valente dated April 25, 2014, a memorandum from Needham Board of Selectmen Chairman and member of the Minuteman Regional Agreement Task Force Dan Matthews dated April 4, 2014, an email from Mr. Matthews to Ms. Valente dated April 9, 2014, an email from Jeffrey Wulfson to Ed Bouquillon dated April 7, 2014, and an email from Sudbury's appointee to the Minuteman School Committee David Manjarrez dated April 21, 2014 and three relevant open letters written by Mr. Manjarrez to the Sudbury Town Crier dated March 31, 2014, April 7, 2014, and April 11, 2014. In addition, copies of a letter from the Minuteman Out-of-District Student Cost Task Force and accompanying materials dated November 2, 2012 and copies of Mr. Manjarrez's PowerPoint slides for tonight's presentation were distributed.

Sudbury's Minuteman Regional Vocational High School District Committee Liaison David Manjarrez stated a similar presentation will be provided to the Finance Committee on May 1, 2014. Mr. Manjarrez explained the motion he has proposed for Article 4 to reduce the Minuteman assessment payment by \$1 as a symbolic message to the School. He further explained the School would be paid in full when a sustainable financial plan based on right-sizing non-member enrollment is presented to members.

In response to a question from the Board as to whether a larger message could be given, Town Manager Valente stated Town Counsel has advised the Town has a contractual obligation to pay if two-thirds of member towns approve the budget.

Selectman O'Brien suggested Mr. Manjarrez shares his motion with the Town Moderator Myron Fox in advance of Town Meeting to see if it should be presented as a motion to amend the article.

Minuteman Assistant Superintendent Kevin Mahoney stated the School is aware of the issues perceived regarding unfunded tuition. He stated the message he would like to convey tonight is that the School is reaching out to member towns and will be inviting them to participate in a special meeting to be coordinated after the Town Meeting season by the School's finance subcommittee.

Vice-Chairman Woodard stated the first step is for Sudbury to decide what to do for its students. He further stated Minuteman needs to determine how big a school it wants to build, because the economics are not attractive for member towns for an 800-student school. Vice-Chairman Woodard suggested the School looks at other options. He further suggested Sudbury indefinitely postpones Article 27.

Selectman Haarde stated many issues would need to be resolved regarding the students, including negotiating a Memorandum of Understanding for students to attend the school as non-member students.

Mr. Manjarrez stated he believes the proposed new Regional Agreement is premature.

Minuteman District School Committee member Jeffrey Stulin stated he believes Mr. Manjarrez has provided some misinformation which should be corrected. He suggested Sudbury establishes a committee to develop a better relationship with Minuteman similar to what Needham did a few years ago.

Vice-Chairman Woodard reiterated that, until the School determines the number of students for which the school will be built, and until the economics make sense, meetings will not make a difference in his position.

Selectman Haarde stated Sudbury is well aware and focused on what the key and important issues are.

Selectman Simon noted Wayland has already voted in opposition at its Town Meeting, so Article 27 seems to be a moot point. He further stated that, even if Minuteman fixes the capital costs problem, the tuition imbalance remains.

Mr. Manjarrez clarified that the Massachusetts School Building Authority suggested the Regional Agreement be reviewed not changed.

The consensus of the Board was that no action was required at this time regarding the so-called Needham Resolution.

At 11:05 p.m., the discussion was concluded.

### **Town Meeting Articles – Updated Information Discussion**

Town Manager Valente stated the Finance Committee met last night and will meet again on May 1, 2014 to continue votes on all financial articles. She had hoped to have updated information from the Finance Committee regarding Articles 4, 13, 15, 16, 17, 19, 21, 22 and 24 for the Board, but the Committee has not finalized many of its positions.

Ms. Valente noted the Board might want to consider amending Article 4 to restore funds if not approved by the Finance Committee. She also noted Article 15 has been submitted as a capital exclusion. Ms. Valente stated she is concerned the Finance Committee might not support Article 16, and she urged the Board to consider the consequences.

Lincoln-Sudbury Regional High School Committee Chair Radha Gargeya stated L-SRHS is in the process of getting a revised bid regarding Article 17.

Combined Facilities Director Jim Kelly stated the Finance Committee may not support Article 19, and he asked if then a capital exclusion could be considered. Town Manager Valente urged the Board to “weigh-in” on these articles.

Vice-Chairman Woodard stated the Town is behind in some of the requested areas because it has always been hesitant to request funds which would raise residents’ taxes. However, the needs do not go away.

Selectman O’Brien suggested the Board take positions tonight to convey to the Finance Committee on some of these articles.

Selectman Haarde stated he did not believe the Board conveyed anything to the Finance Committee last night since it was not a joint meeting, and he does not think the Board should try to influence the decisions of the Finance Committee. Vice-Chairman Woodard concurred with Selectman Haarde that the Board should let the normal process proceed with the Finance Committee.

Mr. Kelly stated there is a suggestion to transfer \$100,000 of funds into last year’s article to continue repairs of the most heavily damaged portion of the Fairbank Community Center roof. In response to a question from Selectman O’Brien, Mr. Kelly stated this could “buy” possibly three to five years of roof life.

Mr. Kelly stated Article 13 will be passed over because the Massachusetts School Building Authority will not meet regarding the project until June.

Regarding Articles 24 and 25, Ms. Valente and Mr. Kelly will work to establish what the proper amounts are to publish in the motions.

**Successor Employment Agreement – Town Manager - Ratification**

Vice-Chairman Woodard reviewed highlights of the new contract negotiated with the Town Manager. He also provided some comparable data from peer communities which was reviewed as part of the process.

Selectman Haarde stated it can be challenging to select comparable peer communities for evaluation purposes. He stated he provided an evaluation for the Town Manager in January 2014, and he did not expect the Board to move so quickly towards a new contract, especially not when he was unable to attend a meeting in March. Selectman Haarde stated he had asked the Chairman to reschedule the Town Manager evaluation agenda item to a meeting he could attend, but the issue was not rescheduled. He believes there was no need to rush to have the topic discussed at the meeting in March, since he believes the Board had another three months to deliberate its position. Selectman Haarde also questioned whether Vice-Chairman Woodard and Chairman Drobinski were the two best Board members to negotiate the Town Manager and Town Counsel contracts, and the fact that this decision was also made at a meeting he was unable to attend. He stated the new contract was presented as a strategy discussion in Executive Session tonight. However, Selectman Haarde does not believe it qualified as a strategy discussion because a final red-line contract was presented for review. He believes this entire topic could have been handled better by the Board.

Vice-Chairman Woodard addressed several of Selectman Haarde's concerns, noting the decision was made by the Board for Chairman Drobinski and him to negotiate the contracts, he is well qualified to do so, and he has a different perspective on the need for the discussion to be held by the Board in March 2014 because it was the Board's last opportunity to do so under the conditions of the current contract.

Selectman Haarde referred to language in the current contract which he believes allowed the Board more time to discuss the Town Manager's contract. He believes the discussion was held when he specifically could not attend the meeting. Selectman Haarde also believes his evaluation of the Town Manager was excluded from the super majority process. Chairman Drobinski emphatically stated the Board did not exclude Selectman Haarde's perspective from its report.

Selectman Simon stated the meeting minutes and audio/video tapes were available to Selectman Haarde as a resource, and that he could have made any of his concerns known to the Chairman. Selectman Haarde interrupt Selectman Simon several times to say he asked for the meeting to be rescheduled but his request was denied. Selectman Simon stated that, during his tenure on the Board, he has never observed anyone more rude to fellow colleagues on the Board than Selectman Haarde. Selectman Haarde stated it is because he believes he is treated differently and that meetings are rescheduled to accommodate the schedules of others to have all Board members present.

It was on motion

VOTED: To substitute the existing agreement with the Town Manager with a new agreement dated April 29, 2014, for a period commencing July 1, 2014 and ending June 30, 2017; to appoint Maureen Valente to the position of Town Manager in accordance with the terms of the agreement for a period of three years; to have terms of the existing agreement remain in full effect until June 30, 2014; and to have the new agreement be attached to the minutes of this meeting.

Selectman Haarde voted in opposition to the motion.

**Successor Memorandum of Understanding – Town Counsel - Ratification**

Vice-Chairman Woodard reviewed highlights of the new contract negotiated with Town Counsel.

Selectman Simon stated he was disappointed to learn in an email today that information intended for tonight's Executive Session had been released publicly and not held in confidence. He believes this raises a question of integrity for the Board and whomever leaked the information.

Selectman Haarde asked if Selectman Simon is accusing someone of something. Selectman Simon stated he has not accused anyone of anything at this point.

Selectman Haarde stated it is a "slap in the face" to some in the community who believe Town Counsel should not be given a three-year contract at this time.

Vice-Chairman Woodard and Selectman Simon stated the contract is essentially a 14-day contract. Selectman Haarde disagreed, stating he believes it is a three-year contract.

It was on motion

VOTED: To appoint Paul Kenny as Town Counsel for a period of three years commencing July 1, 2014 and ending June 30, 2017; to execute a new agreement dated April 29, 2014 and in accordance with the terms of the agreement for a period of three years through June 30, 2017; to have the terms of the existing agreement remain in full effect until June 30, 2014, to have the new agreement be attached to the minutes of this meeting.

Selectman Haarde voted in opposition to the motion.

**Town Accountant – Appointment**

The Board was previously in receipt of a memorandum from Sudbury's Finance Director Andrea Terkelsen dated April 25, 2014.

It was on motion unanimously

VOTED: To appoint Christine Nihan to the position of Town Accountant for the Town of Sudbury effective May 19, 2014, as recommended by Andrea Terkelsen, Finance Director, in a memo dated April 24, 2014.

**Acting Town Accountant – Appointment**

The Board was previously in receipt of a memorandum from Sudbury's Finance Director Andrea Terkelsen dated April 25, 2014.

It was on motion unanimously

VOTED: To appoint Robin Porcella, Assistant Town Accountant, to serve as Acting Town Accountant, from the period May 1 until May 18, 2014.

**Senior Veteran Tax Work-off Guidelines – Discussion/Vote**

The Board was previously in receipt of copies of an email from Senior Center Director Debra Galloway to Town Counsel Paul Kenny dated April 16, 2014 and the draft Town of Sudbury Property Tax Work-Off Program Guidelines Seniors and Veterans revised April 11, 2014.

It was on motion unanimously

VOTED: To approve the senior veteran tax work-off guidelines as requested by Senior Center Director Debra Galloway.

**MAPC Executive Committee – Nomination of Candidates**

The Board was previously in receipt of copies of a memorandum from Patty Golden dated April 25, 2014 and a letter from the Metropolitan Area Planning Council (MAPC) dated March 31, 2014.

The consensus of the Board was to not nominate any candidates and that no action was required at this time.

**Minutes**

Vice-Chairman Woodard provided a few revisions he recommended to the minutes.

It was on motion unanimously

VOTED: To approve the Regular Session Minutes of April 8, 2014, as revised by Vice-Chairman Woodard.

**Boy Scout Troop 61 – Eagle Scouts**

It was on motion unanimously

VOTED: To enter into the Town record and congratulate John Patrick Mannherz, 33 Cudworth Lane; Charles Vernon Keighley IV, 10 Boston Post Road; Austin Todd Heisey, 60 Blackmer Road; and Christian Helgeson, 4 King Philip Road; all of Troop 61, to be recognized at a Court of Honor at 3:00 p.m. on May 31, 2014, at Memorial Congregational Church, for achieving the high honor of Eagle Scout.

**Boy Scout Troop 63 – Eagle Scouts**

It was on motion unanimously


VOTED: To enter into the Town record and congratulate Alexander Benton, 7 Forest Street; Joseph Malcolm Mooney, 27 Powers Road; Frederick John Rust, 177 Haynes Road; and Andrew James Wilkins, 34 Meadow Drive; all of Troop 63, to be recognized at a Court of Honor at 3:00 p.m. on May 26, 2014, at Our Lady of Fatima Parish, for having achieved the high honor of Eagle Scout.

**Sudbury Housing Authority – Approve Appointment**

It was on motion unanimously

VOTED: To recommend the State re-appointment of Judith Deutsch, 41 Concord Road, to the Sudbury Housing Authority, as requested by Jo-Ann Howe, for Sheila Cusolito, Sudbury Housing Authority Executive Director.

There being no further business, the meeting adjourned at 12:13 a.m.

Attest:   
\_\_\_\_\_  
Maureen G. Valente  
Town Manager-Clerk



**Employment Agreement Between  
The Town of Sudbury and  
Maureen G. Valente**

This Agreement, pursuant to Chapter 41, section 108N of the Massachusetts General Laws, made and entered into this 29th day of April, 2014 by and between the Town of Sudbury (the "Town"), Commonwealth of Massachusetts, and a Municipal corporation, (the "Employer"), acting by and through the Board of Selectmen (the "Board") and Maureen G. Valente (the "Town Manager") as follows:

**Whereas**, the employer desires to employ the services of Maureen G. Valente as Town Manager of the Town of Sudbury;

**Whereas**, the Board in accordance with Chapter 41, section 108N of Massachusetts General Laws may contract with the Town Manager for such services;

**Whereas**, it is the desire of the Board to provide certain benefits, establish certain conditions of employment, set the salary of said Town Manager and provide a just means for terminating the Town Manager's services at such time as she may be unable fully to discharge her duties or when the Board may otherwise desire to terminate her employ; and

**Whereas**, Maureen G. Valente agrees to accept employment as Town Manager of the Town;

NOW, therefore, in consideration of the mutual covenants contained herein, the parties agree as follows:

**Section I: Powers, Duties and Responsibilities**

- A. The Employer agrees to employ Maureen G. Valente as Town Manager of the Town. The function of the Town Manager is to be the chief administrative officer of the Town. The Town Manager shall assume the powers, duties and responsibilities of the position in accordance with Chapter 131 of the Acts of 1994, and other duties as the board may legally assign to her.
- B. The Town Manager shall be a full-time officer of the Town and shall accept no other employment, provided, however, the Town Manager may teach or consult, on a part-time basis, so long as such teaching or consulting does not interfere with, or conflict in any way with, the Town Manager's duties and responsibilities to the Employer, nor constitute a conflict under the terms of the Chapter 268A of the General Laws of the Commonwealth. Each such consulting or teaching shall be subject to prior approval of the Board.

**Section II: Term of Agreement**

- A. The Town Manager and the Board of Selectmen agree that the term of this employment Agreement shall begin on July 1, 2014 and shall continue until June 30, 2017. The Town Manager and the Board of Selectmen further agree that this Employment Agreement shall supersede and replace the existing Employment

Agreement (dated March 15, 2010) as of July 1, 2014 and shall continue until June 30, 2017.

- B. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Board to terminate the services of the Town Manager at any time, subject only to the provisions set forth in Section IV, paragraphs A and B of this Agreement.
- C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Town Manager to resign at any time from her position with the Town, subject only to the provisions set forth in section IV, paragraph D of this Agreement.

### **Section III: Suspension**

The Board may suspend the Town Manager with full pay and benefits at any time during the term of this Agreement, but only if: (1) the Board and the Town Manager agree, or (2) after a public hearing, if the Board by a vote of four out of a five member Board, votes to suspend the Town Manager, and the Town Manager is given written notice setting forth any charges at least ten days prior to such hearing by the Board members bringing such charges.

### **Section IV: Termination and Severance Pay**

- A. In the event the Board votes by a vote of four out of a five member Board to terminate the Town Manager, except for just cause as hereinafter provided, before expiration of the aforesaid term of employment and during such time that the Town Manager is willing and able to perform her duties under this Agreement, then in that event the Town agrees to pay the Town Manager a lump sum cash payment of twelve months' salary upon her termination. Additionally, the Town Manager shall be paid a lump sum cash payment in lieu of all accumulated vacation leave. Any lump sum cash payment shall be paid to the Town Manager on or before the effective date of termination.
- B. In the event the Board votes to terminate the Town Manager because of her conviction for embezzlement or fraud against the Town, then the Board shall have no obligation to pay the aggregate severance sum designated in this section. The Board may unanimously vote to terminate the services of the Town Manager for cause of malfeasance, misfeasance, nonfeasance or negligence of office but only if the Board initiates the termination by adopting a resolution to this effect. A copy of the resolution shall be delivered to the Town Manager who shall have five workdays after receipt in which to request a public hearing. If a hearing is requested, the Board shall schedule it within two weeks in a public place. The purpose of the hearing will be to determine if the Town Manager did engage in malfeasance, misfeasance, nonfeasance or negligence of office. A Special Counsel mutually satisfactory to both parties shall conduct the hearing. The Town Manager and Board may call witnesses and subpoena town records. Forthwith, following

the conclusion of the public hearing the Board shall act on a final resolution, and if the final resolution is dismissal and termination, shall set forth in writing the facts and reasons for dismissal and terminating the employment of the Town Manager.

- C. In the event the Town, at any time during the term of this Agreement reduces the salary or other financial benefits of the Town Manager, or eliminates the position of Town Manager, or in the event the Town refuses, following written notice, to comply with any other provisions benefiting the Town Manager herein or the Town Manager resigns following a request by the Board that she resign, then, in that event, the Town Manager may, at her option to be exercised within three months of the occurrence of the event, be deemed to be terminated at the date of such reduction or such refusal to comply, and the severance pay provision as stated in section IV, Paragraph A shall be applicable.
- D. In the event the Town Manager voluntarily resigns her position with the Town before expiration of the aforesaid term of her employment, then the Town Manager shall give the Town five weeks notice in advance unless the parties otherwise agree. During this five weeks notice, the Town Manager may not take vacation leave. In the event the Town Manager voluntarily resigns, without having been requested to do so by the Board, she shall not be eligible for severance benefits as set forth in section IV, paragraph A except for lump sum payment of accumulated vacation leave as set forth in Section IV, paragraph A.
- E. This section shall survive any termination of the Agreement.

#### **Section V: Compensation**

- A. The Town agrees to pay the Town Manager for services rendered under this Agreement according to the attached compensation plan. The salary portion of this compensation shall be payable in installments at the same time as other employees of the Town.
- B. The Town shall annually make a payment toward the cost of a disability insurance policy, and/or a life insurance policy, and/or a post retirement health savings account, and/or health/fitness related expenses, and/or a long-term care policy, at the discretion of and as selected by the Town Manager, up to the amount as outlined in the attached compensation plan. In filing for this reimbursement, the Town Manager shall provide evidence of her payment for the annual premium(s).
- C. The Town shall annually make a payment on behalf of the Town Manager to a 457 deferred compensation plan selected by the Town Manager, up to the amount as outlined in the attached compensation plan. The Town Manager shall notify the Town Accountant in writing of the deferred compensation plan in which the payment is to be made.
- D. If the Town Manager continues in office after the expiration of this agreement, and there is no successor agreement, she shall continue to receive the latest salary

under this section until such time as her salary shall be otherwise provided for by the Town. The Section shall survive the termination of this agreement.

- E. The Town shall not at any time during the term of the Agreement reduce the salary, compensation or other benefits of the Town Manager, except to the degree such a reduction is across the board for all other employees of the Town.

**Section VI: Renewal/Non-Renewal of Agreement**

- A. If the Board decides not to renew this agreement at its termination, the Board shall give the Town Manager written notice by June 30, 2016..
- B. If the Board votes to renew this agreement by June 30, 2016 or if the Board fails to take a vote on renewal by June 30, 2016 or if the Board fails to provide the written notice provided for in Section VI Paragraph A by June 30, 2016, the Board and Town Manager have until September 30, 2016 to complete negotiations and sign a successor agreement. If the Board and Town Manager fail to arrive at a mutually satisfactory successor agreement by September 30, 2016, it shall be considered to be notice that the Agreement has been extended three months and will end one year later, on September 30, 2017.

**Section VII: Allowances and Expenses**

- A. The Town Manager will receive, in addition to her annual salary, an automobile allowance per month, up to the amount as outlined in the attached compensation plan. This shall pay the Town Manager for use of a personal vehicle in the course of performing the duties of the office of Town Manager. This allowance is meant to cover mileage, tolls, and parking for in-state travel of the Town Manager. Out-of-state travel with her personal vehicle for Town business shall be reimbursed according to approved Town reimbursement rates.
- B. For periods when the Town Manager will not have her personal vehicle available to her she may use a town vehicle if a town vehicle is available, provided such use will not affect any other operation of the Town. During such use, the Town Manager will not receive the prorated portion of the vehicle allowance for this period, as provided in the contract. The Town Manager will resume use of her personal vehicle as soon as possible. The Selectmen shall be notified.
- C. The Town Manager agrees to maintain automobile insurance coverage in the following minimum amounts.

|                 |                   |
|-----------------|-------------------|
| Bodily Injury   | \$250,000/500,000 |
| Property Damage | \$100,000         |

- D. The Town Manager shall be reimbursed for other general expenses incurred during the performance of her duties as the Town Manager. This shall include expenses incurred by the Town Manager for representing the Town at public functions.

- E. The Town shall provide the Town Manager with a mobile phone for her use in the course of performing her duties as Town Manager. Said mobile phone shall remain the property of the Town. The cost of the contract for mobile phone service shall be paid by the Town.
- F. The Town shall bear the full cost of any fidelity or other bonds required of the Town Manager.

### **Section VIII: Other Terms and Conditions of Employment**

- A. All provisions of law of the Commonwealth of Massachusetts relating to retirement, health insurance and other fringe benefits shall apply to the Town Manager as they generally apply to employees of the Town, in addition to said benefits enumerated herein specifically for the benefit of the Town Manager, except as otherwise provided in this Agreement.
- B. Subject to this Agreement, all provisions of the Town's personnel policies relating to fringe benefits and working conditions, as they now exist or hereafter may be amended, shall also apply to the Town Manager as they would to other Town employees. This includes the "opt-out" health insurance payment benefit based upon the Individual rate offered to other employees, as long as she continues opting out of the Town's health insurance benefit.
- C. This Agreement shall prevail over any conflicting personnel provisions of the Town.

### **Section IX: Indemnification**

- A. In addition to the requirements of Massachusetts General Law Chapter 258, the Town acknowledges it has accepted the provisions of MGL Chapter 258, section 13. The Town shall defend, hold harmless and indemnify the Town Manager against any tort, professional liability claim or demand, or other legal action, whether groundless or otherwise arising out of an alleged act or omission occurring in the performance of her duties as Town Manager, even if said claim has been made following her termination from employment, provided that the Town Manager acted within the scope of her duties. The Town shall pay the amount of any settlement or judgment rendered thereon. The Town may compromise and settle any such claim or suit and will pay the amount of any settlement or judgment rendered thereon without recourse to the Town Manager.
- B. The Town shall reimburse the Town Manager for any attorneys' fees and costs incurred by the Town Manager, which may arise out of the performance of her duties as Town Manager.
- C. If the Town Manager is required to return to testify in any legal matter or is

otherwise compelled to return to Sudbury after she has left the employment of the Town, the Town shall pay all costs of travel and lodging in connection with this matter as well as compensate her at the rate of compensation she was paid when she left the Town's employment.

- D. This section shall survive the termination of this Agreement.

#### **Section X: Professional Development**

- A. The Town shall pay the Town Manager's registration fee(s), meals and lodging and expenses to and from the International City and County Management Association Annual Conference. Also, the Town shall pay the registration fee(s), meals and lodging, as necessary for attending the Massachusetts Management Association Annual Conference, and the Massachusetts Municipal Management Annual Spring Conference and Fall Professional Development conference.
- B. The Town shall pay the Town Manager's registration fee(s) and expenses to and from short courses, institutes and seminars that are necessary for the Town Manager's professional development and for the good of the Town.
- C. The Town agrees to budget and pay for the professional dues and subscriptions for the Town Manager necessary for membership in the International City and County Management Association and the Massachusetts Municipal Management Association, and any other professional organization deemed necessary and desirable for her continued professional participation, growth and advancement and for the good of the Town.

#### **Section XI: Authorized Leave**

- A. For purposes of vacation leave calculation, the Town Manager shall be credited with the same vacation leave due a department head that was hired on July 1, 1990, plus five additional days annually. Any earned but unused vacation as of June 30 of each fiscal year shall be carried forward to the next fiscal year. No more than 20 weeks of vacation leave, however, may be accumulated in total. Upon termination for whatever cause, the Town Manager shall be paid for all unused vacation leave. The Town Manager, at her option, may elect to have the Town "buy back" up to ten vacation days per fiscal year. This buy back will be subject to all legally required withholdings.
- B. Unless otherwise provided in this Agreement, the Town Manager shall be entitled to the same leaves, including jury duty, reserve military duty, and bereavement, as well as family leave and sick leave and sick leave buy back as provided to other Town employees under terms of the Town's personnel policies.
- C. It is recognized that, as a 24-hour/day officer of the Town, the Town Manager must devote a great deal of time outside the normal office hours to the business of the Town and to that end it is acceptable that the Town Manager will take

reasonable time off during said normal hours.

### **Section XII: Establishment of Goals and Objectives**

- A. Annually, the Board, in conjunction with the Town Manager, may define such goals, objectives and performance appraisal measures which they determine necessary for the proper operation of the Town and in the attainment of the Board's policy objectives and shall further establish a relative priority among those various goals and objectives, said goals and objectives to be reduced in writing. Such goals and objectives shall generally be attainable within the time limits specified and within the annual and capital budgets and appropriations provided by the Town and the events that have occurred during the year.
- B. The Board may review and evaluate the performance of the Town Manager every year from the date of employment. This review and appraisal shall be in accordance with specific criteria developed jointly by the Board and Town Manager. These criteria may be added to or deleted from as the Board from time to time determines, in consultation with the Town Manager. The Chairperson of the Board shall provide the Town Manager with a written statement of the findings of the Board and provide an adequate opportunity for the Town Manager to discuss such evaluation with the Board.

### **Section XIII: Notices**

Notices under this Agreement shall be given by hand or by deposit in the custody of the U. S. Postal Service, postage prepaid, addressed to: (1) the residence of the Town Manager, or (2) Chairperson, Board of Selectmen, Town of Sudbury, Sudbury, Massachusetts.

### **Section XIV: General Provisions**

- A. The text herein shall constitute the entire agreement between the parties.
- B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of the Town Manager.
- C. If any provisions or any portion thereof contained in this Agreement is held unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.
- D. For the purposes of the Fair Labor Standards Act, the Town Manager shall be an "exempt employee."

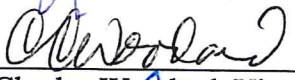
The Board of Selectmen of the Town of Sudbury and Maureen G. Valente have caused this Agreement to be signed and executed this 29th day of April, 2014.

**TOWN MANAGER**

  
Maureen G. Valente

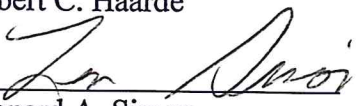
**BOARD OF SELECTMEN**

  
John C. Drobinski, Chair

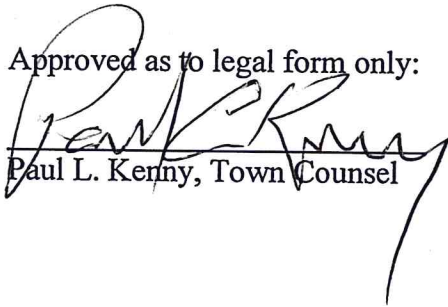
  
Charles Woodard, Vice-Chair

  
Lawrence W. O'Brien

  
Robert C. Haarde

  
Leonard A. Simon

Approved as to legal form only:

  
Paul L. Kenny, Town Counsel



**COMPENSATION PLAN FOR TOWN MANAGER MAUREEN G. VALENTE  
IN CONNECTION WITH CONTRACT EXTENSION FY15-FY17**

FY15, prior agreement (2010-2015)

|                               |                  |
|-------------------------------|------------------|
| Base Salary                   | \$163,000        |
| Deferred Compensation         | \$9,200          |
| Insurance, other reimbursable | <u>\$2,000</u>   |
| <b>Subtotal, compensation</b> | <b>\$174,200</b> |
| Automobile allowance          | \$5,500          |

FY15, successor agreement all items the same as prior agreement

|                               |                  |
|-------------------------------|------------------|
| Base Salary                   | \$163,000        |
| Deferred Compensation         | \$9,200          |
| Insurance, other reimbursable | <u>\$2,000</u>   |
| <b>Subtotal, compensation</b> | <b>\$174,200</b> |
| Automobile allowance          | \$5,500          |

FY16, successor agreement

|                               |                                                                                                    |
|-------------------------------|----------------------------------------------------------------------------------------------------|
| Base Salary                   | Same as FY15, except increased by same % as cost of living salary adjustment of non-union managers |
| Deferred Compensation         | Same as FY15, except increased by same % as cost of living salary adjustment of non-union managers |
| Insurance, other reimbursable | \$2,200                                                                                            |
| Automobile allowance          | \$5,500                                                                                            |

FY17, successor agreement

|                               |                                                                                                    |
|-------------------------------|----------------------------------------------------------------------------------------------------|
| Base Salary                   | Same as FY16, except increased by same % as cost of living salary adjustment of non-union managers |
| Deferred Compensation         | Same as FY16, except increased by same % as cost of living salary adjustment of non-union managers |
| Insurance, other reimbursable | \$2,200                                                                                            |
| Automobile allowance          | \$5,500                                                                                            |

The Board of Selectmen authorizes the insurance/other reimbursement amount to be used for any of the following items

1. reimbursement to the Town Manager for her expenditures for disability insurance, life insurance, post retirement savings account, long-term care, or other health/fitness related expenses.
2. Direct payment by the Town for premiums or contributions to any of the above as named by the Town Manager for her benefit.

The Board of Selectmen will request funding for this compensation plan each year in its budget request.

**Town Manager**

*Maureen G. Valente*  
\_\_\_\_\_  
Maureen G. Valente

*April 30, 2014*  
\_\_\_\_\_  
Date

Date

**Board of Selectmen**

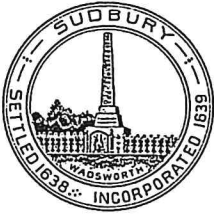
\_\_\_\_\_  
John C. Drobinski

\_\_\_\_\_  
Charles Woodard

\_\_\_\_\_  
Robert C. Haarde

\_\_\_\_\_  
Lawrence W. O'Brien

\_\_\_\_\_  
Leonard A. Simon



## TOWN OF SUDBURY

*Office of Selectmen*  
*www.sudbury.ma.us*

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

Email: [selectmen@sudbury.ma.us](mailto:selectmen@sudbury.ma.us)

### LETTER OF UNDERSTANDING BETWEEN THE TOWN OF SUDBURY AND PAUL L. KENNY, ESQ.

Dear Paul:

The Board of Selectmen appoints you as Town Counsel with a term commencing July 1, 2014 and ending no later than June 30, 2017. You will serve at the pleasure of the Board of Selectmen. By entering into this Agreement, you acknowledge and agree that either party may terminate this Agreement at any time, for any reason, during this three year period term upon fourteen days' notice. Should the Board of Selectmen vote to transition to other town counsel services, you will receive your hourly litigation rate for transitional services and for any active cases that the Town may need Town Counsel to continue to manage, as mutually agreed to between the Board of Selectmen and yourself.

You will be responsible for all activities delineated below unless so directed by the Board of Selectmen or their designee, with the understanding that the Selectmen will, upon the recommendation of the Finance Director, have the option to appoint separate counsel for all work connected with tax title and foreclosure activities. Further reference to this position is contained in the General Duties for Town Counsel hereinafter set forth.

#### **General Duties:**

1. Act as attorney for the municipal corporation, its various officers and boards.
2. Act as department head of the Legal Department.
3. Provide verbal advice and counsel to Town officials, boards, committees and department heads relating to their duties, as needed.
4. Give written opinions, if requested in writing, through the office of the Town Manager.
5. Prepare Town Meeting warrant articles and motions.
6. Attend the Annual Town Meeting and all Special Town Meetings.
7. Draft Bylaws and Regulations, including drafting legislation for the General Court, on request of the Board of Selectmen.
8. Draft and edit revisions to Town by-laws, rules and regulations
9. Prepare and issue opinions on conflict of interest law, open meeting law and public records law, as requested through Town Manager
10. Give opinions as to actions to be proposed; contract and agreement form review and preparation.
11. Review and approve all contracts for purchases and assist with bid protests.

12. Preparation of all legal documents for the Town.
13. Upon request of Board of Selectmen, and/or Town Manager, be present at Board of Selectmen meetings or other town agency meetings.
14. Review minutes (including those of executive sessions) of the meetings of each major board in Town that has legal exposure to identify legal issues and to provide the boards with appropriate advice in advance of potential legal problems.
15. Act as the procurement agent for real estate under the State Procurement Act.
16. Handle all eminent domain cases, including arranging for and review of title examinations and appraisals – prepare orders of taking – supervision of notice to owners, mortgagees, etc., - defense of petitions for assessment of damages – processing of *pro-tanto* payments and settlements.
17. Defend the Town *in tort* claims arising out of Town vehicle accidents, street defects, etc., including the processing of accident reports and claims, supervising investigation thereof; making and presenting claims for indemnity against contracts, permit holders and their bonding and insurance companies and impleading them by third party actions; negotiating settlements where advisable and making recommendations to Selectmen with reference thereto.
18. Provide other services as may be identified by the Town Manager and the Board of Selectmen.

### **Litigation Matters**

Town Counsel shall notify the Town Manager and the Board of Selectmen as soon as possible of all legal action initiated against the Town of Sudbury. The Board of Selectmen will determine whether special counsel shall represent the Town of Sudbury in each action after receiving the recommendation of Town Counsel. Town Counsel shall assist the Town Manager and Board in evaluating all suits against the Town and developing strategies for defense of such suits. Town Counsel shall also assist the Town Manager and Board in selecting special counsel, negotiating the rates to be charged, and reviewing the services performed.

### **Administrative and Contract Provisions**

1. Town Counsel shall work a minimum of twenty hours per week for the Town including the obligation to maintain at least twelve hours per week in the Sudbury Town offices with at least five of those hours on Friday of each week unless he seeks and receives prior approval of Town Manager to change days. Should Town Counsel be unable to work the twenty hour minimum in any week he shall promptly notify the Town Manager and he shall make up the time in subsequent weeks. Town Counsel agrees that in exchange for the compensation included in this Agreement he is not entitled to paid vacation or sick leave. Town Counsel further agrees that if for any reason he fails to perform his duties as described in the Agreement in general and this provision in particular, for a period of thirty calendar days then he shall be placed on unpaid leave status.
2. Town Counsel shall be further available during the week to Town officials. Availability of Town Counsel on evenings, for the convenience of Town agencies who cannot meet with Town Counsel during the day, will be arranged through the office of the Town Manager. It is understood that Town Counsel will be available by telephone.
3. Town Counsel shall meet with the Town Manager on a weekly basis to establish priorities and review activities. Unless otherwise arranged, these meetings will be on Fridays when Town Counsel is required to maintain office hours in Sudbury. Town Counsel will provide reasonable time estimates for all activities approved by Town Manager, and give regular status reports on progress made on projects. Town Counsel shall copy Town Manager on all written opinions issued.
4. Town Counsel's office shall keep the Town Manager apprised of the status of all on-going litigation, including costs and shall provide quarterly reports regarding other matters.
5. Town Counsel shall have the expertise to provide services to the local schools and Water District and shall perform same at the direction of the Board of Selectmen.

6. Town Counsel shall have the expertise to perform Labor Relations work including collective bargaining, mediation and arbitration and shall perform same at the direction of the Town Manager.
7. Town Counsel will fully utilize the office of the Town Manager to the best advantage of himself and the Town.
8. All work in connection with litigation, including court appearances, shall be reimbursed at the rate approved by the Board of Selectmen.
9. Town Manager's office will prepare the annual budget request for the Legal Department in consultation with the Legal Department. The Legal Department will oversee and administer the budget of Legal Department and be responsible for obtaining the Town Manager's approval for all expenditures and payroll vouchers. Expenses of the Legal Department will include all general expenses for operation of the Legal Department, such as all special counsel hired by the Town unless other arrangements have been made, secretarial requirements, professional negotiator, telephone, travel, recording and filing fees, special representation for a Town board or official, printing, etc.

**Compensation**

1. For FY15, Mr. Kenny shall be compensated at a monthly rate of \$8,250 which is an annual rate of \$99,000 for services rendered as Town Counsel. This shall be allocated as follows: \$50,272 shall be paid through payroll as an employee of the Town and \$48,728 shall be paid as a legal services payment to your law firm.
2. For FY16 and FY17, the total amount of the compensation (for both payroll and legal services) shall be increased by the same COLA percentage amount as the non-union managers of the Town and shall be allocated between payroll and vendor payment for legal services in the same proportion as FY15.
3. In addition, Mr. Kenny shall be compensated at a rate of \$90 per hour to your law firm for litigation services.

Agreed to on April 30, 2014

TOWN COUNSEL

Paul L. Kenny  
Paul L. Kenny

BOARD OF SELECTMEN

John C. Drobinski  
John C. Drobinski

Charles Woodard  
Charles Woodard

Robert C. Haarde  
Robert C. Haarde

Lawrence W. O'Brien  
Lawrence W. O'Brien

Leonard A. Simon  
Leonard A. Simon