

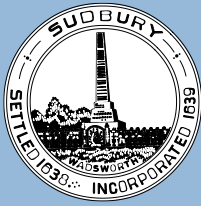
SUDBURY BOARD OF SELECTMEN
TUESDAY JUNE 23, 2015
6:30 PM, FLYNN BUILDING - SILVA ROOM
7:30 PM, TOWN HALL – LOWER LEVEL

Item #	Time	Action	Item
	6:30 PM		CALL TO ORDER
EXECUTIVE SESSION			
1.		<i>VOTE</i>	Open meeting in open session in Flynn Building Silva Room, and immediately vote to enter into Executive Session by roll call to discuss strategy with respect to litigation (Laura B. Abrams, Trustee (Plaintiff) JRH Trust v Conservation Commission (Defendant) regarding Appeal of the Con Com Order of Condition on the Bruce Freeman Rail Trail) if an open meeting may have a detrimental effect on the litigating position of the public body and the chair so declares. Also discuss strategy with respect to the purchase, exchange, lease or value of real property if the chair declares that an open meeting may have a detrimental effect on the negotiating position of the Town. Following Executive Session, vote to return to Regular Session at Lower Town Hall, 322 Concord Road.
2.		<i>VOTE</i>	Vote to end Executive Session and reconvene in Open Session and continue meeting at Lower Town Hall, 322 Concord Road
TIMED ITEMS			
	7:30 PM		Opening remarks by Chairman
	7:35 PM		Reports from Interim Town Manager
	7:40 PM		Reports from Selectmen
	7:50 PM		Citizen's comments on items not on agenda
3.	8:00 PM	<i>VOTE</i>	Discussion with MRI's Alan Gould on the Town Manager search process. Also, vote to approve the request to reduce the required amount of professional liability insurance on the agreement from \$2,000,000 aggregate to \$1,000,000 aggregate.
4.	9:00 PM	<i>VOTE / SIGN</i>	Vote to sign the amended Inter-Municipal Agreement for the Regional Housing Services Office for FY16.
5.	9:10 PM	<i>VOTE</i>	Discussion and vote on whether to authorize Jody Kablack, Director of Planning & Community Development, to procure the services of a qualified environmental engineer to report on the status of the Sperry Rand/Unisys contamination and its impact on the Melone property.

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

Item #	Time	Action	Item
6.	9:25 PM		Davis Field discussion with Park & Recreation Commission Chairman James Marotta
MISCELLANEOUS			
7.		<i>VOTE</i>	Vote to request to release Town Counsel opinion of appointing authority of Library Director
8.			Discuss BOS requests for future agenda items.
9.		<i>VOTE</i>	Discussion and possible vote on responsibilities of Board of Selectmen Chair and Vice-chair, and discussion of general Board member responsibilities.
10.		<i>VOTE</i>	Due to Board members' vacation schedules, discuss whether to vote to reschedule the August 18 meeting. Also, possibly vote to designate a Board member to be Acting Chair due to the fact that the Chair and Vice-Chair are away on vacation.
11.		<i>VOTE</i>	Listening Project - discuss additional recommendations and possible vote on next steps
12.		<i>VOTE</i>	Discussion and vote on draft policy for accessing Town Counsel services
13.		<i>VOTE</i>	Discussion and vote whether to request taping the June 29 meeting with Jon Wortmann
CONSENT CALENDAR			
14.		<i>VOTE</i>	Vote to approve award by the Interim Town Manager of a contract for Tennis Court Resurfacing at Feeley Field and to execute any documents relative thereto, subject to review by Town Counsel.
15.		<i>VOTE</i>	Vote to approve the regular and executive session minutes of 4/14/15, and the executive session minutes of the joint meeting with Conservation Commission of 6/9/15.
16.		<i>VOTE</i>	Vote to approve the disbursement of \$1,000 from the George J. Raymond Scholarship Fund to the 2014-2015 academic school year recipient Ruiyi Gao, as requested by Lincoln-Sudbury Regional High School Superintendent, Bella Wong.
17.		<i>VOTE</i>	Vote to appoint Bryan Semple, 15 Revere Street, as the Finance Committee representative to the Fairbank Community Center Task Force, for a term ending 5/31/16, as recommended by Susan Berry, Finance Committee chair.

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



EXECUTIVE SESSION

1: Enter into Executive Session

REQUESTOR SECTION

Date of request: June 19, 2015

Requested by: Patty Golden

Formal Title: Open meeting in open session in Flynn Building Silva Room, and immediately vote to enter into Executive Session by roll call to discuss strategy with respect to litigation (Laura B. Abrams, Trustee (Plaintiff) JRH Trust v Conservation Commission (Defendant) regarding Appeal of the Con Com Order of Condition on the Bruce Freeman Rail Trail) if an open meeting may have a detrimental effect on the litigating position of the public body and the chair so declares. Also discuss strategy with respect to the purchase, exchange, lease or value of real property if the chair declares that an open meeting may have a detrimental effect on the negotiating position of the Town. Following Executive Session, vote to return to Regular Session at Lower Town Hall, 322 Concord Road.

Recommendations/Suggested Motion/Vote: Open meeting in open session in Flynn Building Silva Room, and immediately vote to enter into Executive Session by roll call to discuss strategy with respect to litigation (Laura B. Abrams, Trustee (Plaintiff) JRH Trust v Conservation Commission (Defendant) regarding Appeal of the Con Com Order of Condition on the Bruce Freeman Rail Trail) if an open meeting may have a detrimental effect on the litigating position of the public body and the chair so declares. Also discuss strategy with respect to [the purchase, exchange, lease or value of real property if the chair declares that an open meeting may have a detrimental effect on the negotiating position of the Town](#). Following Executive Session, vote to return to Regular Session at Lower Town Hall, 322 Concord Road.

Background Information:

This is a joint meeting with the Conservation Commission to discuss litigation.

See attached documents

Financial impact expected:n/a

Approximate agenda time requested: 60 minutes

Representative(s) expected to attend meeting:

Review:

Patty Golden	Pending
Maryanne Bilodeau	Pending
Barbara Saint Andre	Pending

TO PLAINTIFF'S ATTORNEY: PLEASE CIRCLE TYPE OF ACTION INVOLVED: —
TORT — MOTOR VEHICLE TORT — CONTRACT —
EQUITABLE RELIEF — OTHER

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX

, ss



SUPERIOR COURT
DEPARTMENT
OF THE
TRIAL COURT
CIVIL ACTION

No. **15-3039B**

LAURA B. ABRAMS, Plaintiff(s)
TRUSTEE

v.

THOMAS FRIEDLANDER, Defendant(s)
ET AL

A TRUE COPY ATTEST

DEPUTY SHERIFF
Middlesex County

DATE OF SERVICE

SUMMONS

To the above-named Defendant: **TOWN OF SUDBURY**

You are hereby summoned and required to serve upon

..... plaintiff's attorney, whose address is

....., an answer to the complaint which is herewith
served upon you, within 20 days after service of this summons upon you, exclusive of the day of service. If you
fail to do so, judgment by default will be taken against you for the relief demanded in the complaint. You are also
required to file your answer to the complaint in the office of the Clerk of this court at **WOBURN**

..... either before service upon plaintiff's attorney or within a
reasonable time thereafter.

Unless otherwise provided by Rule 13(a), your answer must state as a counterclaim any claim which you may
have against the plaintiff which arises out of the transaction or occurrence that is the subject matter of the plaintiff's
claim or you will thereafter be barred from making such claim in any other action.

Witness, **Judith Fabricant**, Esquire, at **WOBURN**

the **13TH** day of **MAY**

....., in the year of our Lord **2015**

ROBERT D. ABRAMS
ATTORNEY AT LAW
578 BOSTON POST RD., SUITE 1
SUDBURY, MA 01776
508-820-4343

RECEIVED
BOARD OF SUPERIOR COURT
SUDBURY, MA
2015 MAY 19 P 2 11

Philip A. Sullivan
Clerk

NOTES.

1. This summons is issued pursuant to Rule 4 of the Massachusetts Rules of Civil Procedure.
2. When more than one defendant is involved, the names of all such defendants should appear in the caption. If a separate summons is used for each defendant, each should be addressed to the particular defendant.

NOTICE TO DEFENDANT — You need not appear personally in court to answer the complaint, but if you claim to have a defense, either you or your attorney must serve a copy of your written answer within 20 days as specified herein and also file the original in the Clerk's Office.

COMMONWEALTH OF MASSACHUSETTS
MIDDLESEX SUPERIOR COURT

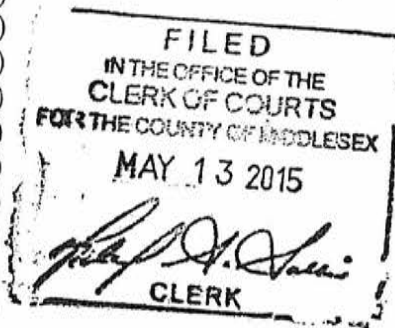
MIDDLESEX, SS.

CIVIL ACTION NO. **15-3639B**

LAURA B. ABRAMS,
TRUSTEE OF JRH TRUST, Plaintiff

VS.

THOMAS FRIEDLANDER, ROBERT
ELKIND, DAVID HENKELS, BRUCE
PORTER, CHARLES RUSSO, MARK
SEVIER, AND ELIZABETH ARMSTRONG,
INDIVIDUALLY AND AS THEY
CONSTITUTE THE SUDBURY
CONSERVATION COMMISSION, AND THE
TOWN OF SUDBURY



**COMPLAINT IN THE NATURE OF CERTIORARI,
PURSUANT TO G.L. c.249, § 4 AND FOR
DECLARATORY RELIEF, PURSUANT TO G.L. c.231A**

INTRODUCTION

This is an action in the form of Certiorari and concerning a violation of the Plaintiff Laura B. Abrams, Trustee's rights whereby the Sudbury Conservation Commission issued an Order of Conditions that exceeded its authority under M.G.L. c. 131, sec. 40 ("Act"), CMR 10.00 et seq ("Regulations") and the Sudbury Wetlands Protection Bylaw ("Bylaw").

PARTIES

1. Plaintiff, Laura B. Abrams, is Trustee of JRH Trust of 578 Boston Post Rd., Sudbury, Massachusetts.
2. Defendant Thomas Friedlander is an individual with a principal place of residence at 75 Water Row, Sudbury, Massachusetts, and is chairman of the Sudbury Conservation Commission.

3. Defendant, Robert Elkind is an individual with a principal place of residence at 38 Willard Grant Rd., Sudbury, Massachusetts, and is a member of the Sudbury Conservation Commission.

4. Defendant David Henkels is an individual with a principal place of residence at 17 Twin Pond Ln., Sudbury, Massachusetts, and is a member of the Sudbury Conservation Commission.

5. Defendant Bruce Porter is an individual with a principal place of residence at 42 Surrey Lane, Sudbury, Massachusetts, and is a member of the Sudbury Conservation Commission.

6. Defendant Charles Russo is an individual with a principal place of residence at 30 Juniper Rd., Sudbury, Massachusetts, and is a member of the Sudbury Conservation Commission.

7. Defendant Mark Sevier is an individual with a principal place of residence at 14 Arborwood Rd., Sudbury, Massachusetts, and is a member of the Sudbury Conservation Commission.

8. Defendant Elizabeth Armstrong is an individual with a principal place of residence at 166 Marlboro Rd., Sudbury, Massachusetts, and is Vice Chairman of the Sudbury Conservation Commission.

9. The individuals mentioned in Paragraphs No. 2 through 8 above constitute the duly appointed members of the Sudbury Conservation Commission.

10. The Town of Sudbury is a duly formed municipal corporation being a political subdivision of the Commonwealth of Massachusetts.

FACTS

11. In April of 2015 the Sudbury Conservation Commission ("Commission") issued an Order of Conditions (the "Order") to Jody Kablack, Town of Sudbury Town Planning/Community Development. A copy of the Order is attached hereto and marked Exhibit "A".
12. The Order has a date of issuance of April 10, 2015 on page 2 of 12.
13. The Order has a date of issue of April 7, 2015 on page 1 the Attachment to Order of Conditions.
14. The Order was not, in fact, issued to the Applicant and made available to the public until April 17, 2015.
15. Laura B. Abrams, Trustee of the JHR Trust ("Abutter"), is the owner of land immediately abutting the land subject to Order of Conditions for a distance of 1185.98 feet.
16. Laura B. Abrams, as she is Trustee of other Trusts is the owner of additional land immediately abutting the land subject to Order of Conditions for an additional distance of approximately 1200 feet.
17. According to the Notice of Intent ("NOI") filed on January 7, 2015, by Jody Kablack, Sudbury Town Planner, for the Town of Sudbury ("Town") as applicant ("Applicant"), the Massachusetts Executive Office of Transportation is the owner of an abandon railroad Right of Way ("ROW") sixty six feet wide by 4.4 miles long; the owner did not sign the NOI.
18. The Abutter, therefore, abuts more than ten percent of the ROW.
19. The NOI is purportedly for the clearing of a swath twelve feet wide in the ROW to enable the Town of Sudbury to survey the ROW in conjunction with its "twenty five percent design" of the Bruce Freeman Rail Trail ("BFRT").

20. On December 10, 2014 the Applicant sent a letter to the Abutter advising it that the Town's consulting engineers, Vanasse Hangen Brustlin, Inc. ("VHB") would be in the ROW cutting and flagging for survey work in connection with the Town's "twenty five percent design" of BFRT. A copy of the letter is attached hereto and marked Exhibit "B".

21. On December 16, 2014 the Abutter, by its attorney, gave notice to the Applicant that it did not have permission to enter its property in conjunction with the Applicant's proposed work. A copy of the notice is attached hereto and marked Exhibit "C".

22. Shortly thereafter, at the request of the Town, the Abutter by and through counsel met with Assistant Town Planner, James Kupfer, and repeated the admonition.

23. During the public hearing on the NOI Abutter by and through counsel asked VHB if it was able to confine all of its work to the ROW without entry onto private property.

24. On the record at the public hearing VHB responded that it would work only in the ROW.

25. Notwithstanding these admonitions and representations VHB flagrantly trespassed upon the Abutter's property hanging flags in multiple locations.

26. This information was unlawfully obtained by VHB and the Applicant.

27. At no time during the hearing process did the Applicant present a current on the ground survey identifying state and local resource areas.

28. Instead the Applicant submitted five year old plans purportedly showing wetland delineations depicted on a 2009 wetland survey that was never approved by the Commission and online maps with scales insufficient for such identification.

29. The Commission held a series of public hearings, conducted site visits, deliberated various issues and closed the public hearing on April 6, 2015.

30. The Conservation Commission inappropriately issued an Order of Conditions in April of 2015 allowing the requested work with General Conditions under the Wetland Protection Act and Special Conditions under the Sudbury Wetlands Bylaw.

31. The Applicant did not provide evidence or testimony that the area is not significant to the protection of any of the interests identified in M.G.L. c. 131, § 40.

32. The Applicant did not provide evidence or testimony that the work proposed will not have significant or cumulative negative effect upon the resource area values protected by the Sudbury Wetlands Bylaw section 12.

33. The Applicant did not provide evidence or testimony that the proposed work within a resource area will contribute to the protection of the interests identified in M.G.L. c. 131, § 40.

34. The Applicant has submitted faulty, inaccurate and insufficient information.

35. The Applicant has failed to conform to the provisions of the Act and of the Bylaw to meet the required burden of proof.

36. The Commission inappropriately and unlawfully approved the request and issued an inappropriate and unlawful Order of Conditions pursuant to the Act and the Bylaw approving the proposed activity.

37. The Commission cannot and did not properly assess the possibility of any harmful impact to wetland and upland resource areas based on the broad scale out dated information presented by the Applicant.

38. The NOI purports to seek approval for clearing a twelve foot wide strip along the ROW to facilitate survey activities for the "twenty five percent design" of BFRT,

however, the request is disingenuous because the minor cutting generally necessary for surveying is exempt from the regulations. 310 CMR 10.02(2)(b)(2)g exempts:

"Activities that are temporary in nature, have negligible impacts, and are necessary for planning and design purposes (e.g., installation of monitoring wells, exploratory borings, sediment sampling and surveying and percolation tests for septic systems provided that resource areas are not crossed for site access);" emphasis added.

39. Conversely the twelve foot swath requested by the Applicant in its NOI grossly exceeds the minimal activity necessary to accomplish bona fide surveying work. The twelve foot swath is in fact the end result the Applicant seeks to achieve in building BFRT.

40. On April 17, 2015 the Abutter filed a Request For a Superseding Order of Conditions (the "Request") with the Department of Environmental Protection pursuant to the provisions of 310 CMR 10.05(7) et seq.

41. The Applicant received a copy of the Request on April 21, 2015.

42. Notwithstanding the General Conditions under the Act, the Bylaw and the Order which prohibit any work from being undertaken by the Applicant until the Order becomes final and is recorded in the Registry of Deeds, during the period from April 21, 2015 to April 27, 2015 extensive trimming of growth in the ROW occurred.

43. The Abutter is aggrieved by being denied an opportunity to hear and question the data that the Applicant will submit to the Commission identifying state and local resource areas because the public hearing has been closed and the Order has been issued.

Relief Requested

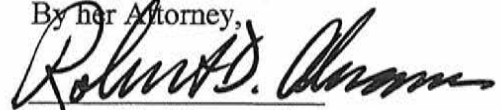
Wherefore, the Plaintiff respectfully requests this Honorable Court to:

1. Conduct a review of the proposed project and issue a Superseding Order of Conditions denying the project.
2. Determine that the Order of Conditions is not authorized by G. L. c. 131, section 40, 310 CMR 10.00 et. seq., or the Sudbury Wetlands Bylaw.
3. Determine that the Sudbury Conservation Commission acted wrongly in issuing the Order of Conditions because it cannot properly assess if there will be any harmful impact to wetland and upland resource areas based on the broad-scale outdated information presented by the Applicant.
4. Determine that the Sudbury Conservation Commission acted wrongly in issuing the Order of Conditions because the owner of the ROW did not sign the NOI.
5. Determine that the Order of Conditions exceeded the Commission's authority and declare the Order of Conditions to be null and void.
6. Order the Applicant to restore the vegetation in the ROW to its condition before April 21, 2015.
7. For such other and further relief as this Honorable Court deems just and mete.

Respectfully submitted,

Laura B. Abrams

By her Attorney,



Robert D. Abrams, Esq.

BBO# 011140

578 Boston Post Rd.

Sudbury, MA

Tel: (508) 820-4343

Dated: April 23, 2015

EXHIBIT A



Massachusetts Department of Environmental Protection
Bureau of Resource Protection - Wetlands

WPA Form 5 – Order of Conditions

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

Provided by MassDEP:

301-1153

MassDEP File #

711115

eDEP Transaction #

Sudbury

City/Town

A. General Information

Please note:
this form has
been modified
with added
space to
accommodate
the Registry
of Deeds
Requirements

1. From: Sudbury
Conservation Commission

2. This issuance is for
(check one): a. ☒ Order of Conditions b. ☐ Amended Order of Conditions

3. To: Applicant:

Jody

a. First Name

Kablack

b. Last Name

Town Planning/Community Development

c. Organization

287 Old Sudbury Road

d. Mailing Address

Sudbury

e. City/Town

MA

f. State

01776

g. Zip Code

4. Property Owner (if different from applicant):

Executive Office of Transportation

a. First Name

100 Park Plaza, Suite 3170

b. Last Name

c. Organization

d. Mailing Address

Boston

e. City/Town

MA

f. State

02116

g. Zip Code

5. Project Location:

Railroad Row

a. Street Address

Sudbury

b. City/Town

c. Assessors Map/Plat Number

d. Parcel/Lot Number

Latitude and Longitude, if known:

42.39065N d m s

d. Latitude

71.41162W d m s

e. Longitude



Massachusetts Department of Environmental Protection
Bureau of Resource Protection - Wetlands

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A. General Information (cont.)

6. Property recorded at the Registry of Deeds for (attach additional information if more than one parcel):

South Middlesex

a. County

b. Certificate Number (if registered land)

c. Book

d. Page

7. Dates: January 7, 2015 April 6, 2015 April 10, 2015
a. Date Notice of Intent Filed b. Date Public Hearing Closed c. Date of Issuance

8. Final Approved Plans and Other Documents (attach additional plan or document references as needed):

Sudbury Bruce Freeman Rail Trail Existing Conditions Base Survey

a. Plan Title

Atlantic Engineering & Survey Consultants

John B. Paulson

b. Prepared By

c. Signed and Stamped by

June 30, 2008

1" = 40'

d. Final Revision Date

e. Scale

f. Additional Plan or Document Title

g. Date

B. Findings

1. Findings pursuant to the Massachusetts Wetlands Protection Act:

Following the review of the above-referenced Notice of Intent and based on the information provided in this application and presented at the public hearing, this Commission finds that the areas in which work is proposed is significant to the following interests of the Wetlands Protection Act (the Act). Check all that apply:

- a. ☒ Public Water Supply b. ☐ Land Containing Shellfish c. ☒ Prevention of Pollution
d. ☐ Private Water Supply e. ☐ Fisheries f. ☒ Protection of Wildlife Habitat
g. ☒ Groundwater Supply h. ☒ Storm Damage Prevention i. ☒ Flood Control

2. This Commission hereby finds the project, as proposed, is: (check one of the following boxes)

Approved subject to:

- a. ☒ the following conditions which are necessary in accordance with the performance standards set forth in the wetlands regulations. This Commission orders that all work shall be performed in accordance with the Notice of Intent referenced above, the following General Conditions, and any other special conditions attached to this Order. To the extent that the following conditions modify or differ from the plans, specifications, or other proposals submitted with the Notice of Intent, these conditions shall control.



Massachusetts Department of Environmental Protection
Bureau of Resource Protection - Wetlands

WPA Form 5 – Order of Conditions

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

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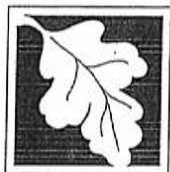
B. Findings (cont.)

Denied because:

- b. ☐ the proposed work cannot be conditioned to meet the performance standards set forth in the wetland regulations. Therefore, work on this project may not go forward unless and until a new Notice of Intent is submitted which provides measures which are adequate to protect the interests of the Act, and a final Order of Conditions is issued. **A description of the performance standards which the proposed work cannot meet is attached to this Order.**
- c. ☐ the information submitted by the applicant is not sufficient to describe the site, the work, or the effect of the work on the interests identified in the Wetlands Protection Act. Therefore, work on this project may not go forward unless and until a revised Notice of Intent is submitted which provides sufficient information and includes measures which are adequate to protect the Act's interests, and a final Order of Conditions is issued. **A description of the specific information which is lacking and why it is necessary is attached to this Order as per 310 CMR 10.05(6)(c).**
3. ☒ Buffer Zone Impacts: Shortest distance between limit of project disturbance and the wetland resource area specified in 310 CMR 10.02(1)(a) 0
a. linear feet

Inland Resource Area Impacts: Check all that apply below. (For Approvals Only)

Resource Area	Proposed Alteration	Permitted Alteration	Proposed Replacement	Permitted Replacement
4. <input type="checkbox"/> Bank	a. linear feet	b. linear feet	c. linear feet	d. linear feet
5. <input type="checkbox"/> Bordering Vegetated Wetland	a. square feet	b. square feet	c. square feet	d. square feet
6. <input type="checkbox"/> Land Under Waterbodies and Waterways	a. square feet	b. square feet	c. square feet	d. square feet
	e. c/y dredged	f. c/y dredged		
7. <input type="checkbox"/> Bordering Land Subject to Flooding	a. square feet	b. square feet	c. square feet	d. square feet
Cubic Feet Flood Storage	e. cubic feet	f. cubic feet	g. cubic feet	h. cubic feet
8. <input type="checkbox"/> Isolated Land Subject to Flooding	a. square feet	b. square feet		
Cubic Feet Flood Storage	c. cubic feet	d. cubic feet	e. cubic feet	f. cubic feet
9. <input type="checkbox"/> Riverfront Area	a. total sq. feet	b. total sq. feet		
Sq ft within 100 ft	c. square feet	d. square feet	e. square feet	f. square feet
Sq ft between 100-200 ft	g. square feet	h. square feet	i. square feet	j. square feet



Massachusetts Department of Environmental Protection
Bureau of Resource Protection - Wetlands

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Sudbury

City/Town

B. Findings (cont.)

Coastal Resource Area Impacts: Check all that apply below. (For Approvals Only)

	Proposed Alteration	Permitted Alteration	Proposed Replacement	Permitted Replacement
10. <input type="checkbox"/> Designated Port Areas	Indicate size under Land Under the Ocean, below			
11. <input type="checkbox"/> Land Under the Ocean	a. square feet	b. square feet		
	c. c/y dredged	d. c/y dredged		
12. <input type="checkbox"/> Barrier Beaches	Indicate size under Coastal Beaches and/or Coastal Dunes below			
13. <input type="checkbox"/> Coastal Beaches	a. square feet	b. square feet	c. nourishment cu yd	d. nourishment cu yd
14. <input type="checkbox"/> Coastal Dunes	a. square feet	b. square feet	c. nourishment cu yd	d. nourishment cu yd
15. <input type="checkbox"/> Coastal Banks	a. linear feet	b. linear feet		
16. <input type="checkbox"/> Rocky Intertidal Shores	a. square feet	b. square feet		
17. <input type="checkbox"/> Salt Marshes	a. square feet	b. square feet	c. square feet	d. square feet
18. <input type="checkbox"/> Land Under Salt Ponds	a. square feet	b. square feet		
	c. c/y dredged	d. c/y dredged		
19. <input type="checkbox"/> Land Containing Shellfish	a. square feet	b. square feet	c. square feet	d. square feet
20. <input type="checkbox"/> Fish Runs	Indicate size under Coastal Banks, Inland Bank, Land Under the Ocean, and/or inland Land Under Waterbodies and Waterways, above			
	a. c/y dredged	b. c/y dredged		
21. <input type="checkbox"/> Land Subject to Coastal Storm Flowage	a. square feet	b. square feet		



Massachusetts Department of Environmental Protection
Bureau of Resource Protection - Wetlands

WPA Form 5 – Order of Conditions

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

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B. Findings (cont.)

* #22. If the project is for the purpose of restoring or enhancing a wetland resource area in addition to the square footage that has been entered in Section B.5.c (BVW) or B.17.c (Salt Marsh) above, please enter the additional amount here.

22. ☐ Restoration/Enhancement *:

a. square feet of BVW

b. square feet of salt marsh

23. ☐ Stream Crossing(s):

a. number of new stream crossings

b. number of replacement stream crossings

C. General Conditions Under Massachusetts Wetlands Protection Act

The following conditions are only applicable to Approved projects.

1. Failure to comply with all conditions stated herein, and with all related statutes and other regulatory measures, shall be deemed cause to revoke or modify this Order.
2. The Order does not grant any property rights or any exclusive privileges; it does not authorize any injury to private property or invasion of private rights.
3. This Order does not relieve the permittee or any other person of the necessity of complying with all other applicable federal, state, or local statutes, ordinances, bylaws, or regulations.
4. The work authorized hereunder shall be completed within three years from the date of this Order unless either of the following apply:
 - a. The work is a maintenance dredging project as provided for in the Act; or
 - b. The time for completion has been extended to a specified date more than three years, but less than five years, from the date of issuance. If this Order is intended to be valid for more than three years, the extension date and the special circumstances warranting the extended time period are set forth as a special condition in this Order.
 - c. If the work is for a Test Project, this Order of Conditions shall be valid for no more than one year.
5. This Order may be extended by the issuing authority for one or more periods of up to three years each upon application to the issuing authority at least 30 days prior to the expiration date of the Order. An Order of Conditions for a Test Project may be extended for one additional year only upon written application by the applicant, subject to the provisions of 310 CMR 10.05(11)(f).
6. If this Order constitutes an Amended Order of Conditions, this Amended Order of Conditions does not extend the issuance date of the original Final Order of Conditions and the Order will expire on _____ unless extended in writing by the Department.
7. Any fill used in connection with this project shall be clean fill. Any fill shall contain no trash, refuse, rubbish, or debris, including but not limited to lumber, bricks, plaster, wire, lath, paper, cardboard, pipe, tires, ashes, refrigerators, motor vehicles, or parts of any of the foregoing.



Massachusetts Department of Environmental Protection
Bureau of Resource Protection - Wetlands

WPA Form 5 – Order of Conditions

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

Provided by MassDEP:

301-1153

MassDEP File #

711115

eDEP Transaction #

Sudbury

City/Town

C. General Conditions Under Massachusetts Wetlands Protection Act

8. This Order is not final until all administrative appeal periods from this Order have elapsed, or if such an appeal has been taken, until all proceedings before the Department have been completed.
9. No work shall be undertaken until the Order has become final and then has been recorded in the Registry of Deeds or the Land Court for the district in which the land is located, within the chain of title of the affected property. In the case of recorded land, the Final Order shall also be noted in the Registry's Grantor Index under the name of the owner of the land upon which the proposed work is to be done. In the case of the registered land, the Final Order shall also be noted on the Land Court Certificate of Title of the owner of the land upon which the proposed work is done. The recording information shall be submitted to the Conservation Commission on the form at the end of this Order, which form must be stamped by the Registry of Deeds, prior to the commencement of work.
10. A sign shall be displayed at the site not less than two square feet or more than three square feet in size bearing the words,

"Massachusetts Department of Environmental Protection" [or, "MassDEP"]
"File Number 301-1153 "
11. Where the Department of Environmental Protection is requested to issue a Superseding Order, the Conservation Commission shall be a party to all agency proceedings and hearings before MassDEP.
12. Upon completion of the work described herein, the applicant shall submit a Request for Certificate of Compliance (WPA Form 8A) to the Conservation Commission.
13. The work shall conform to the plans and special conditions referenced in this order.
14. Any change to the plans identified in Condition #13 above shall require the applicant to inquire of the Conservation Commission in writing whether the change is significant enough to require the filing of a new Notice of Intent.
15. The Agent or members of the Conservation Commission and the Department of Environmental Protection shall have the right to enter and inspect the area subject to this Order at reasonable hours to evaluate compliance with the conditions stated in this Order, and may require the submittal of any data deemed necessary by the Conservation Commission or Department for that evaluation.
16. This Order of Conditions shall apply to any successor in interest or successor in control of the property subject to this Order and to any contractor or other person performing work conditioned by this Order.



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C. General Conditions Under Massachusetts Wetlands Protection Act (cont.)

17. Prior to the start of work, and if the project involves work adjacent to a Bordering Vegetated Wetland, the boundary of the wetland in the vicinity of the proposed work area shall be marked by wooden stakes or flagging. Once in place, the wetland boundary markers shall be maintained until a Certificate of Compliance has been issued by the Conservation Commission.
18. All sedimentation barriers shall be maintained in good repair until all disturbed areas have been fully stabilized with vegetation or other means. At no time shall sediments be deposited in a wetland or water body. During construction, the applicant or his/her designee shall inspect the erosion controls on a daily basis and shall remove accumulated sediments as needed. The applicant shall immediately control any erosion problems that occur at the site and shall also immediately notify the Conservation Commission, which reserves the right to require additional erosion and/or damage prevention controls it may deem necessary. Sedimentation barriers shall serve as the limit of work unless another limit of work line has been approved by this Order.
19. The work associated with this Order (the "Project")
 - (1) ☐ is subject to the Massachusetts Stormwater Standards
 - (2) ☒ is NOT subject to the Massachusetts Stormwater Standards

If the work is subject to the Stormwater Standards, then the project is subject to the following conditions:

- a) All work, including site preparation, land disturbance, construction and redevelopment, shall be implemented in accordance with the construction period pollution prevention and erosion and sedimentation control plan and, if applicable, the Stormwater Pollution Prevention Plan required by the National Pollution Discharge Elimination System Construction General Permit as required by Stormwater Condition 8. Construction period erosion, sedimentation and pollution control measures and best management practices (BMPs) shall remain in place until the site is fully stabilized.
- b) No stormwater runoff may be discharged to the post-construction stormwater BMPs unless and until a Registered Professional Engineer provides a Certification that:
 - i. all construction period BMPs have been removed or will be removed by a date certain specified in the Certification. For any construction period BMPs intended to be converted to post construction operation for stormwater attenuation, recharge, and/or treatment, the conversion is allowed by the MassDEP Stormwater Handbook BMP specifications and that the BMP has been properly cleaned or prepared for post construction operation, including removal of all construction period sediment trapped in inlet and outlet control structures;
 - ii. as-built final construction BMP plans are included, signed and stamped by a Registered Professional Engineer, certifying the site is fully stabilized;
 - iii. any illicit discharges to the stormwater management system have been removed, as per the requirements of Stormwater Standard 10;



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C. General Conditions Under Massachusetts Wetlands Protection Act (cont.)

iv. all post-construction stormwater BMPs are installed in accordance with the plans (including all planting plans) approved by the issuing authority, and have been inspected to ensure that they are not damaged and that they are in proper working condition;

v. any vegetation associated with post-construction BMPs is suitably established to withstand erosion.

c) The landowner is responsible for BMP maintenance until the issuing authority is notified that another party has legally assumed responsibility for BMP maintenance. Prior to requesting a Certificate of Compliance, or Partial Certificate of Compliance, the responsible party (defined in General Condition 18(e)) shall execute and submit to the issuing authority an Operation and Maintenance Compliance Statement ("O&M Statement") for the Stormwater BMPs identifying the party responsible for implementing the stormwater BMP Operation and Maintenance Plan ("O&M Plan") and certifying the following:

i.) the O&M Plan is complete and will be implemented upon receipt of the Certificate of Compliance, and

ii.) the future responsible parties shall be notified in writing of their ongoing legal responsibility to operate and maintain the stormwater management BMPs and implement the Stormwater Pollution Prevention Plan.

d) Post-construction pollution prevention and source control shall be implemented in accordance with the long-term pollution prevention plan section of the approved Stormwater Report and, if applicable, the Stormwater Pollution Prevention Plan required by the National Pollution Discharge Elimination System Multi-Sector General Permit.

e) Unless and until another party accepts responsibility, the landowner, or owner of any drainage easement, assumes responsibility for maintaining each BMP. To overcome this presumption, the landowner of the property must submit to the issuing authority a legally binding agreement of record, acceptable to the issuing authority, evidencing that another entity has accepted responsibility for maintaining the BMP, and that the proposed responsible party shall be treated as a permittee for purposes of implementing the requirements of Conditions 18(f) through 18(k) with respect to that BMP. Any failure of the proposed responsible party to implement the requirements of Conditions 18(f) through 18(k) with respect to that BMP shall be a violation of the Order of Conditions or Certificate of Compliance. In the case of stormwater BMPs that are serving more than one lot, the legally binding agreement shall also identify the lots that will be serviced by the stormwater BMPs. A plan and easement deed that grants the responsible party access to perform the required operation and maintenance must be submitted along with the legally binding agreement.

f) The responsible party shall operate and maintain all stormwater BMPs in accordance with the design plans, the O&M Plan, and the requirements of the Massachusetts Stormwater Handbook.



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C. General Conditions Under Massachusetts Wetlands Protection Act (cont.)

- g) The responsible party shall:
1. Maintain an operation and maintenance log for the last three (3) consecutive calendar years of inspections, repairs, maintenance and/or replacement of the stormwater management system or any part thereof, and disposal (for disposal the log shall indicate the type of material and the disposal location);
 2. Make the maintenance log available to MassDEP and the Conservation Commission ("Commission") upon request; and
 3. Allow members and agents of the MassDEP and the Commission to enter and inspect the site to evaluate and ensure that the responsible party is in compliance with the requirements for each BMP established in the O&M Plan approved by the issuing authority.
- h) All sediment or other contaminants removed from stormwater BMPs shall be disposed of in accordance with all applicable federal, state, and local laws and regulations.
- i) Illicit discharges to the stormwater management system as defined in 310 CMR 10.04 are prohibited.
- j) The stormwater management system approved in the Order of Conditions shall not be changed without the prior written approval of the issuing authority.
- k) Areas designated as qualifying pervious areas for the purpose of the Low Impact Site Design Credit (as defined in the MassDEP Stormwater Handbook, Volume 3, Chapter 1, Low Impact Development Site Design Credits) shall not be altered without the prior written approval of the issuing authority.
- l) Access for maintenance, repair, and/or replacement of BMPs shall not be withheld. Any fencing constructed around stormwater BMPs shall include access gates and shall be at least six inches above grade to allow for wildlife passage.

Special Conditions (if you need more space for additional conditions, please attach a text document):

see attached

20. For Test Projects subject to 310 CMR 10.05(11), the applicant shall also implement the monitoring plan and the restoration plan submitted with the Notice of Intent. If the conservation commission or Department determines that the Test Project threatens the public health, safety or the environment, the applicant shall implement the removal plan submitted with the Notice of Intent or modify the project as directed by the conservation commission or the Department.



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D. Findings Under Municipal Wetlands Bylaw or Ordinance

1. Is a municipal wetlands bylaw or ordinance applicable? ☒ Yes ☐ No
2. The Sudbury hereby finds (check one that applies):
Conservation Commission

- a. ☐ that the proposed work cannot be conditioned to meet the standards set forth in a municipal ordinance or bylaw, specifically:

1. Municipal Ordinance or Bylaw

2. Citation

Therefore, work on this project may not go forward unless and until a revised Notice of Intent is submitted which provides measures which are adequate to meet these standards, and a final Order of Conditions is issued.

- b. ☒ that the following additional conditions are necessary to comply with a municipal ordinance or bylaw:

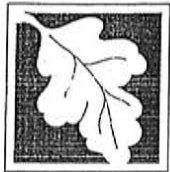
Sudbury Wetlands Bylaw

1. Municipal Ordinance or Bylaw

2. Citation

3. The Commission orders that all work shall be performed in accordance with the following conditions and with the Notice of Intent referenced above. To the extent that the following conditions modify or differ from the plans, specifications, or other proposals submitted with the Notice of Intent, the conditions shall control.

The special conditions relating to municipal ordinance or bylaw are as follows (if you need more space for additional conditions, attach a text document):
see attached



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WPA Form 5 – Order of Conditions

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E. Signatures

This Order is valid for three years, unless otherwise specified as a special condition pursuant to General Conditions #4, from the date of issuance.

1. Date of Issuance

Please indicate the number of members who will sign this form.

This Order must be signed by a majority of the Conservation Commission.

2. Number of Signers

The Order must be mailed by certified mail (return receipt requested) or hand delivered to the applicant. A copy also must be mailed or hand delivered at the same time to the appropriate Department of Environmental Protection Regional Office, if not filing electronically, and the property owner, if different from applicant.

Signatures:

Elizabeth Ang
[Signature]
[Signature]

[Signature]
[Signature]
[Signature]

☐ by hand delivery on

☐ by certified mail, return receipt requested, on

Date

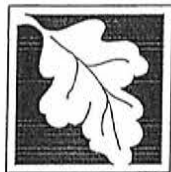
Date

F. Appeals

The applicant, the owner, any person aggrieved by this Order, any owner of land abutting the land subject to this Order, or any ten residents of the city or town in which such land is located, are hereby notified of their right to request the appropriate MassDEP Regional Office to issue a Superseding Order of Conditions. The request must be made by certified mail or hand delivery to the Department, with the appropriate filing fee and a completed Request for Departmental Action Fee Transmittal Form, as provided in 310 CMR 10.03(7) within ten business days from the date of issuance of this Order. A copy of the request shall at the same time be sent by certified mail or hand delivery to the Conservation Commission and to the applicant, if he/she is not the appellant.

Any appellants seeking to appeal the Department's Superseding Order associated with this appeal will be required to demonstrate prior participation in the review of this project. Previous participation in the permit proceeding means the submission of written information to the Conservation Commission prior to the close of the public hearing, requesting a Superseding Order, or providing written information to the Department prior to issuance of a Superseding Order.

The request shall state clearly and concisely the objections to the Order which is being appealed and how the Order does not contribute to the protection of the interests identified in the Massachusetts Wetlands Protection Act (M.G.L. c. 131, § 40), and is inconsistent with the wetlands regulations (310 CMR 10.00). To the extent that the Order is based on a municipal ordinance or bylaw, and not on the Massachusetts Wetlands Protection Act or regulations, the Department has no appellate jurisdiction.



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G. Recording Information

Prior to commencement of work, this Order of Conditions must be recorded in the Registry of Deeds or the Land Court for the district in which the land is located, within the chain of title of the affected property. In the case of recorded land, the Final Order shall also be noted in the Registry's Grantor Index under the name of the owner of the land subject to the Order. In the case of registered land, this Order shall also be noted on the Land Court Certificate of Title of the owner of the land subject to the Order of Conditions. The recording information on this page shall be submitted to the Conservation Commission listed below.

Conservation Commission

Detach on dotted line, have stamped by the Registry of Deeds and submit to the Conservation Commission.

To:

Conservation Commission

Please be advised that the Order of Conditions for the Project at:

Project Location

MassDEP File Number

Has been recorded at the Registry of Deeds of:

County

Book

Page

for:

Property Owner

and has been noted in the chain of title of the affected property in:

Book

Page

In accordance with the Order of Conditions issued on:

Date

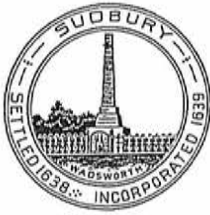
If recorded land, the instrument number identifying this transaction is:

Instrument Number

If registered land, the document number identifying this transaction is:

Document Number

Signature of Applicant



Town of Sudbury

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ATTACHMENT TO ORDER OF CONDITIONS

Wetlands Protection Act and Sudbury Wetlands Administration Bylaw

DATE OF ISSUE : April 7, 2015

APPLICANT : Sudbury Town Planning and Community Development Department

PROJECT LOCATION : MA-owned abandoned railroad corridor, proposed Bruce Freeman Rail Trail

MAP AND LOT NUMBER(S) : Railroad Right-of-way

FINDINGS :

The subject property consists of an abandoned railroad right-of-way that includes a single line of rails and ties. The wetland and upland resource areas within jurisdiction of the 4.4 mile long corridor consists of bordering vegetated wetlands, intermittent and perennial streams, bordering land subject to flooding, vernal pools, and adjacent upland resource area.

This Notice of Intent is requesting the Conservation Commission approve the clearing of up to a 12-foot wide area along the proposed Bruce Freeman Rail Trail to facilitate survey activities associated with the 25% design phase of the project. The survey and clearing work will extend along the entire railroad corridor from the intersection with the Mass Central Railroad right-of-way to the Concord town line.

The wetlands shown on the plans were taken from several sources, including MassGIS, Sudbury Maps-on-Line, a 2009 wetland survey that was never approved by the Conservation Commission and deemed incomplete, FEMA maps, and Natural Heritage and Endangered Species information. No current on the ground survey of state and local wetland resource areas has been performed for this Notice of Intent.

The Commission cannot properly assess if there will be any harmful impact to wetland and upland resource areas based on the broad-scale outdated information presented. However, the Commission understands that due to the long linear nature of the project it makes sense to perform all survey activities at one time. Therefore, the Commission is conditioning this Order to approve clearing of the minimum area necessary to perform the survey conditional upon no clearing or other activities occur until the Commission, or its designated representative, can confirm the location of all state and local wetland and upland resource areas in the field following a new delineation and indicate concurrence in writing. Based on findings in the field, the Commission reserves the right to amend this Order to protect resource area values and functions.

The Conservation Commission will not be approving any wetland delineation as part of this filing. The intent of the Commission at this time is to have an accurate picture of resource area locations to determine no resource area impacts to value and functions will occur based on the limited scope of the activities outlined in the NOI and as conditioned in this Order. A full Notice of Resource Area Delineation filing must be submitted for future work on this project.

The Sudbury Conservation Commission hereby finds that the following conditions are necessary, in accordance with the Performance Standards set forth in the Wetlands Protection Act, its corresponding regulations, and the Sudbury Wetlands Administration Bylaw to the protect the



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interests of these laws and regulations. To aid in implementation, compliance, and enforcement, the specific conditions are divided into several broad categories for reference.

The Sudbury Conservation Commission orders that all work shall be performed in accordance with said conditions and with the Notice of Intent referenced. To the extent that the following conditions modify or differ from the plans, specifications or other proposals submitted with the Notice of Intent, the conditions shall control.

The Commission finds that the project described in the Notice of Intent meets the performance standards of the Wetlands Protection Act and Sudbury Wetland Administration Bylaw, *provided that all Conditions of the Order and all conditions listed below are met.*

SPECIAL CONDITIONS:

21. CONDITIONS IN PERPETUITY:

The following conditions shall continue in perpetuity and be included on the Certificate of Compliance. Owners of this property shall be made aware of restrictions in perpetuity on this property. If the property owner has good cause to request an amendment to the conditions in perpetuity, he/she shall have the right to make a request for an amendment to the issuing authority. If, in the judgment of the issuing authority, the proposed activities will not detrimentally impact the wetland resource area functions, this Order, or the Certificate of Compliance shall be amended.

- a. Wetlands, vernal pools, and perennial and intermittent streams, bordering land subject to flooding are located on this property that are subject of the Massachusetts Protection Act (Chapter 131, section 40) and the Sudbury Wetlands Administration Bylaw. Any work within a wetland resource area (including the 100' of a wetland resource area) or within the 200' riverfront area requires review and approval by the Sudbury Conservation Commission prior to the commencement of such work.
- b. No pesticides or herbicides are allowed within a wetland resource area or within 100' of a wetland resource area (the adjacent upland resource area under the local bylaw).
- c. Debris from the clearing activities cannot be disposed in any resource area.

22. GENERAL PROJECT CONDITIONS:

PART I

These conditions apply to all projects permitted by the Sudbury Conservation Commission. They shall remain in force until issuance of a Certificate of Compliance by the Commission. A violation of any of these conditions shall constitute reason for enforcement action by the issuing authority:



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- a. Failure to comply with all conditions stated herein, and with all related statutes and other regulatory measures, shall be deemed cause to revoke or modify this Order.
- b. This Order does not grant any property rights or any exclusive privileges; it does not authorize any injury to private property or invasion of private rights.
- c. This Order does not relieve the permittee or any other person of the necessity of complying with all other applicable federal, state, or local statutes, ordinances, by-laws, or regulations.
- d. The work authorized hereunder shall be completed within three years from the date of issuance of this Order.
- e. This Order may be extended by the issuing authority up to one year upon application to the issuing authority at least thirty days prior to the expiration date of this Order. In determining whether or not to grant an Extension Permit, the Sudbury Conservation Commission shall review and apply the criteria for extensions of time as set forth in the Regulations.
- f. Any fill used in connection with this project shall be clean fill, containing no trash, refuse, rubbish or debris, including but not limited to lumber, bricks, plaster, wire, lath, paper, cardboard, pipe, tires, ashes, refrigerators, motor vehicles or parts of any of the foregoing.
- g. No work shall be undertaken until all administrative appeal periods from the date of issuance of this Order have elapsed or, if such an appeal has been filed, until all proceedings before the Department of Environmental Protection have been completed.
- h. Where the Department of Environmental Protection is requested to make a determination and to issue a Superseding Order, the Sudbury Conservation Commission shall be party to all agency proceedings and hearings before the Department.
- i. Upon completion of the work described therein, the applicant shall forthwith request in writing that a Certificate of Compliance be issued stating that the work has been satisfactorily completed. (See item 25).
- j. The work shall conform to the plans and special conditions incorporated in this document.
- k. No equipment refueling may occur within a wetland or upland resource area.

PART II

- a. All work must conform to the plans referenced, the Notice of Intent, and this Order of Conditions. In case of conflict, the requirements in this Order shall prevail.



Town of Sudbury

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- b. No clearing can be conducted in any resource areas except the riverfront area and adjacent upland resource area (under the local wetlands bylaw) as permitted by this Order following the site inspection. Following a site inspection to review the updated wetland delineation, this Order of Conditions provides the applicant approval to clear only the necessary minimum shrubs and sapling along the rail corridor to facilitate the survey work, but does not give the applicant permission to clear cut the entire length of the rail corridor. All clearing work will be performed by hand or with hand equipment. Digging, grubbing, or grading work is not allowed.
- c. Debris generated from clearing activities cannot be disposed in the adjacent resource areas, but can be left on the embankment of the rail corridor in uplands areas where the debris piles will have no harmful impact on wildlife habitat.
- d. The project engineer, contractors, and all subcontractors must be informed of the conditions in this Order. The work will be supervised by the Sudbury Planning and Community Development Department.
- e. The applicant is held responsible for compliance with this Order of Conditions. The Sudbury Conservation Commission shall be notified, in writing, within forty-eight hours of any transfers of title on this property.
- f. This Order of Conditions shall apply to any successor in control, or successor in interest, of the property described in the Notice of Intent and accompanying plans.
- g. Members and agents of the Sudbury Conservation Commission shall have the right to enter and inspect the property to evaluate compliance with the conditions stated in this Order.
- h. There shall be no alterations beyond the 12 foot width of the abandoned rail corridor as measured from the center line of the rail bed. Temporary activities permitted beyond this limit of work as part of this Order include delineation of wetland resource areas, vernal pools, and the riverfront areas in proximity to the the proposed alignment and the associated survey work for the proposed Bruce Freeman Rail Trail. This approval does not relieve the applicant from obtaining approval of the abutting property owners for work outside of the MassDot corridor.
- i. The Sudbury Conservation Commission will be notified in advance when the wetland specialist(s) plans to delineate the wetland resource areas, banks, and the vernal pools. The resource area flagging with be verified in the field by the Conservation Coordinator or the Coordinator's designee prior to completing the survey work. The Sudbury Conservation Commission will need to approve any additional clearing other than this one time clearing/surveying or if any clearing work in the proximity of the natural resource areas is required.
- j. No trees larger than 4-inches in diameter can be removed as part of this permit.



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- k. Spring is turtle nesting season and migration time for many species. No activity may occur in any area where nesting is observed (i.e. turtle nesting/digging on the sandy banks; clearing of vegetation with fresh bird nests; etc.)
- l. All vernal pool delineations must be conducted at an appropriate time of year in a year when migration and breeding is commonly occurring.
- m. All work must be done with hand equipment only.
- n. The contractor performing the clearing and wetland delineation must report any wildlife or habitat feature encountered along the rail corridor and adjacent resource areas.
- o. No clearing will be conducted in wetlands or banks to ponds and streams or in areas designated as priority or estimated habitat for rare or endangered species.

23. EROSION, SEDIMENTATION, STABILIZATION CONDITIONS

- a. There shall be no disturbances beyond the limits of activities permitted as part of this Order.
- b. Erosion and sedimentation control measures are not required for this project.

24. PLAN MODIFICATIONS:

- a. Any modifications or revisions to the plans referenced, or any new plans, must be submitted to the Commission for their review and approval.
- b. The Commission reserves the right to require the filing of a new Notice of Intent for any plan changes or submittals for activities that fall under the jurisdiction of the Wetlands Protection Act.
- c. No additional new disturbances of a wetland resource area, as defined in the Wetlands Protection Act and its regulations, or within the 100 foot wetland resource area buffer zone and the 200 foot riverfront area, not covered by this Order of Conditions, shall be permitted on this site until a determination has been made by the Commission as to whether a new Notice of Intent is required, and the new work or disturbance is incorporated into a new or amended Order of Conditions.
- d. Should the Sudbury Conservation Commission become aware of work on site being accomplished that was not approved as part of the Order of Conditions or subsequent amendments, the Commission reserves the right to require a new Notice of Intent.



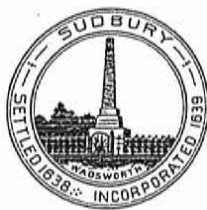
Town of Sudbury

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25. CERTIFICATE OF COMPLIANCE REQUIREMENTS:

- a. Following completion of work, a written request for a Certificate of Compliance shall be submitted to the Sudbury Conservation Commission. The Commission may require a report detailing any deviations from the original project plan prior to issuing a COC.
- b. The Sudbury Conservation Commission will consider issuing status or reports for projects in progress provided a site inspection is performed by the Commission or its representative.

EXHIBIT B



Town of Sudbury

Planning and Community Development

Flynn Building
278 Old Sudbury Rd
Sudbury, MA 01776
978-639-3387
Fax: 978-443-0756

pcd@sudbury.ma.us

<http://www.sudbury.ma.us/services/planning>

TO: Abutters of the Bruce Freeman Rail Trail Corridor
FROM: Jim Kupfer, Assistant Planner
RE: Bruce Freeman Rail Trail Property Survey
DATE: December 10, 2014

Over the course of the next few weeks, as abutters to the Bruce Freeman rail trail corridor you will likely notice survey crews walking the corridor, delineating the right of way and flagging the wetlands. The crew members are affiliated with Vanasse Hangen Brustlin, Inc. (VHB) whom the Town obtained services from to complete the 25% design for the Bruce Freeman Rail Trail. If weather interrupts, crews will likely continue in early spring.

We ask that you please do not remove any flags or markers placed in the wetlands or within corridor.

We expect to hold several abutter meetings during the course of this project, which is anticipated to take approximately 2 years. As we proceed with the design of the trail, we will be in contact with you to understand the impacts of the rail trail on your property.

If you have any questions or concerns please do not hesitate to contact our office.

Thank you.

EXHIBIT C

ROBERT D. ABRAMS
Attorney at Law
578 Boston Post Rd., Suite One
Sudbury, MA 01776
508 820 4343
Bobabrams4@gmail.com

December 16, 2014

Jim Kupfer, Assistant Planner
Town of Sudbury
278 Old Sudbury Rd.
Sudbury, MA 01776

COPY

Re: Rail Trail Property Survey

Dear Mr. Kupfer:

Please be advised that I represent the Trustees of the JRH Trust, the JOC Trust and the 24 Hudson Rd. Trust. Your letters dated December 10, 2014 regarding the Rail Trail Property Survey to my clients have been referred to me for response.

My clients and I look forward to participating in any meetings that are held and we look forward to discussing all of our concerns with the Town.

Until such time as my clients' concerns are addressed please be aware that neither the Town nor its agents have easements to enter upon their property which abuts the rail corridor. It is my clients' expectation that the Town, its agents and specifically Vanasse Hangen Brustlin, Inc., will respect their property rights. Please confine all activities relating to the Rail Trail to rail corridor itself and do not enter upon my clients' property.

Thank you for your cooperation in this matter.

Very truly yours,

Robert D. Abrams

RDA/st
ec: client
cc: Sudbury Board of Selectmen
cc: Vanasse Hangen Brustlin, Inc.

CIVIL ACTION COVER SHEET

JUDICIAL COURT OF MASSACHUSETTS
SUPERIOR COURT DEPARTMENT
County: MIDDLESEX

Docket Number

PLAINTIFF(S)

LAURA B. ABRAMS TRUSTEE

DEFENDANT(S)

TOWN OF SUDBURY ET AL

ATTORNEY, FIRM NAME, ADDRESS AND TELEPHONE

ROBERT D. ABRAMS
ATTORNEY AT LAW
578 BOSTON POST RD., SUITE 1
SUDBURY, MA 01776
508-826-4343

ATTORNEY (if known)

01140

Board of Bar Overseers number:

Origin code and track designation

Place an x in one box only:

- ☒ 1. F01 Original Complaint
☐ 2. F02 Removal to Sup.Ct. C.231,s.104 (Before trial)
☐ 3. F03 Retransfer to Sup.Ct. C.231,s.102C (X) (F)
☐ 4. F04 District Court Appeal c.231, s. 97 & 104 (After trial) (X)
☐ 5. F05 Reactivated after rescript; relief from judgment/ Order (Mass.R.Civ.P. 60) (X)
☐ 6. E10 Summary Process Appeal (X)

CODE NO.

D13TYPE OF ACTION AND TRACK DESIGNATION (See reverse side)
TYPE OF ACTION (specify) TRACK IS THIS A JURY CASE?DECLARATORYA

() Yes (X) No

The following is a full, itemized and detailed statement of the facts on which plaintiff relies to determine money damages. For this form, disregard double or treble damage claims; indicate single damages only.

TORT CLAIMS

(Attach additional sheets as necessary)

A. Documented medical expenses to date:

1. Total hospital expenses \$.....
 2. Total Doctor expenses \$.....
 3. Total chiropractic expenses \$.....
 4. Total physical therapy expenses \$.....
 5. Total other expenses (describe) \$.....
 Subtotal \$.....

B. Documented lost wages and compensation to date \$.....

C. Documented property damages to date \$.....

D. Reasonably anticipated future medical and hospital expenses \$.....

E. Reasonably anticipated lost wages \$.....

F. Other documented items of damages (describe) \$.....

G. Brief description of plaintiff's injury, including nature and extent of injury (describe) \$.....

\$.....
 TOTAL: \$.....

CONTRACT CLAIMS

(Attach additional sheets as necessary)

Provide a detailed description of claim(s):

TOTAL \$.....

PLEASE IDENTIFY, BY CASE NUMBER, NAME AND COUNTY, ANY RELATED ACTION PENDING IN THE SUPERIOR COURT DEPARTMENT

"I hereby certify that I have complied with the requirements of Rule 5 of the Supreme Judicial Court Uniform Rules on Dispute Resolution (SJC Rule 1:18) requiring that I provide my clients with information about court-connected dispute resolution services and discuss with them the advantages and disadvantages of the various methods."

Signature of Attorney of Record

Robert D. AbramsDATE: 5/13/15

CIVIL TRACKING ORDER
(STANDING ORDER 1- 88)

DOCKET NUMBER

1581CV03039

B**Trial Court of Massachusetts**
The Superior Court

CASE NAME:

Laura B Abrams Trustee of JRH Trust vs. Thomas Friedlander Individually
and as a member of The Sudbury Conservation Commission et alMichael A. Sullivan, Clerk of Court
Middlesex CountyTO: Robert D Abrams, Esq.
578 Boston Post Road
Suite 1
Sudbury, MA 01776

COURT NAME & ADDRESS

Middlesex County Superior Court - Woburn
200 Trade Center
Woburn, MA 01801**TRACKING ORDER - A - Average**

You are hereby notified that this case is on the track referenced above as per Superior Court Standing Order 1-88. The order requires that the various stages of litigation described below must be completed not later than the deadlines indicated.

STAGES OF LITIGATION**DEADLINE**

	SERVED BY	FILED BY	HEARD BY
Service of process made and return filed with the Court		08/11/2015	
Response to the complaint filed (also see MRCP 12)		09/10/2015	
All motions under MRCP 12, 19, and 20	09/10/2015	10/13/2015	11/09/2015
All motions under MRCP 15	07/06/2016	08/05/2016	08/05/2016
All discovery requests and depositions served and non-expert depositions completed	05/02/2017		
All motions under MRCP 56	06/01/2017	07/03/2017	
Final pre-trial conference held and/or firm trial date set			10/30/2017
Case shall be resolved and judgment shall issue by			05/14/2018

The final pre-trial deadline is not the scheduled date of the conference. You will be notified of that date at a later time.

Counsel for plaintiff must serve this tracking order on defendant before the deadline for filing return of service.

This case is assigned to

DATE ISSUED

05/13/2015

ASSISTANT CLERK

PHONE

(781)939-2748

RECEIVED
APR 21 2015

COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF ENVIRONMENTAL PROTECTION
BUREAU OF RESOURCE PROTECTION OF WETLANDS

In Re: Jody Kablack
Town Planning/Community Development
TOWN OF SUDBURY

Mass DEP file No. 301-1153

**REQUEST FOR SUPERCEDING
ORDER OF CONDITIONS**

Pursuant to the provisions of 310 CMR 10.05 (7) *et seq.*, Laura B. Abrams, Trustee of the JHR Trust ("Abutter"), which Trust is the owner of land immediately abutting the land subject to an Order of Conditions issued by the Sudbury Conservation Commission ("Commission") to Jody Kablack, Town of Sudbury Town Planning/ Community Development in the above captioned action, requests the Department to issue a Superseding Order of Conditions denying the Applicant's request.

THE PROJECT
DEP FILE NO. 301-1153

According to the Notice of Intent ("NOI") filed on January 7, 2015, by Jody Kablack, Sudbury Town Planner, for the Town of Sudbury ("Town") as applicant ("Applicant"), the Massachusetts Executive Office of Transportation is the owner of an abandon railroad Right of Way ("ROW") sixty six feet wide by 4.4 miles long.

Attachment: Abrams Appeal 2015 DEP (1373 : Enter into Executive Session)

The NOI is purportedly for the clearing of a swath twelve feet wide in the ROW to enable the Town of Sudbury to survey the ROW in conjunction with its "twenty five percent design" of the Bruce Freeman Rail Trail ("BFRT").

On December 10, 2014 the Applicant sent a letter to the Abutter advising it that the Town's consulting engineers, Vanasse Hangen Brustlin, Inc. ("VHB") would be in the ROW cutting and flagging for survey work in connection with the Town's "twenty five percent design" of BFRT. On December 16, 2014 the Abutter, by its attorney, gave notice to the Applicant that it did not have permission to enter its property in conjunction with the Applicant's proposed work. Shortly thereafter, at the request of the Town, the Abutter by and through counsel met with Assistant Town Planner, James Kupfer, and repeated the admonition. During the public hearing on the NOI Abutter by and through counsel asked VHB to confine all work in the ROW without entry onto private property. On the record VHB responded that it would work only in the ROW. Notwithstanding these admonitions and representations VHB flagrantly trespassed upon the Abutter's property hanging flags in multiple locations. None of the information unlawfully obtained by VHB should have been considered by the Commission in the determination of this matter.

At no time during the hearing process did the Town present a current on the ground survey identifying state and local resource areas. Instead the Town submitted five year old the plans purportedly showing wetland delineations depicted on a 2009 wetland survey that was never approved by the Commission and online maps with scales insufficient for such identification.

The Commission held a series of public hearings, conducted site visits, deliberated various issues and closed the public hearing on April 6, 2015. The Conservation

Commission inappropriately issued an Order of Conditions on April 10, 2015 allowing the requested work with General Conditions under the Wetland Protection Act and Special Conditions under the Sudbury Wetlands Bylaw.

Pursuant to the provisions of 310 CMR 10.03 (1)(a):

“(1) Burden of Proof.

(a) Any person who files a Notice of Intent to perform any work within an Area Subject to protection under M.G.L. c. 131, § 40 or within the Buffer Zone has the burden of demonstrating to the issuing authority:

1. that the area is not significant to the protection of any of the interests identified in M.G.L. c. 131, § 40; or
2. that the proposed work within a resource area will contribute to the protection of the interests identified in M.G.L. c. 131, § 40 by complying with the general performance standards established by 310 CMR 10.00 for that area.
3. that proposed work within the buffer zone will contribute to the protection of the interests identified in M.G.L. c. 131, § 40, except that proposed work which lies both within the riverfront area and within all or a portion of the buffer zone to another resource area shall comply with the performance standards for riverfront areas at 310 CMR 10.58. For minor activities as specified in 310 CMR 10.02(2)b.1. within the riverfront area or the buffer zone to another resource area, the Department has determined that additional conditions are not necessary to contribute to the protection of the interests identified in M.G.L. c. 131, § 40.”

Whereas the Applicant has submitted faulty, inaccurate and insufficient information, the Applicant has failed to conform to the provisions of 310 CMR 10.03 (1)(a) and meet the required burden of proof. Further, whereas the Applicant failed to meet its burden of proof as necessary and as required, the Commission inappropriately and unlawfully approved the request and issued an inappropriate and unlawful Order of Conditions approving the proposed activity.

The Commission cannot and did not properly assess the possibility of any harmful impact to wetland and upland resource areas based on the broad scale out dated information presented by the Applicant.

Finally, the NOI purports to seek approval for a twelve foot wide strip along the ROW to facilitate survey activities for the "twenty five percent design" of BFRT. The request is disingenuous. The minor cutting generally necessary for surveying is exempt from the regulations. 310 CMR 10.02(2)(b)(2)g provides:

g. Activities that are temporary in nature, have negligible impacts, and are necessary for planning and design purposes (e.g., installation of monitoring wells, exploratory borings, sediment sampling and surveying and percolation tests for septic systems provided that resource areas are not crossed for site access);

Conversely the twelve foot swath requested by the Applicant in its NOI grossly exceeds the minimal activity necessary to accomplish bona fide surveying work. The twelve foot swath is in fact the end result the Applicant seeks to achieve in building BFRT.

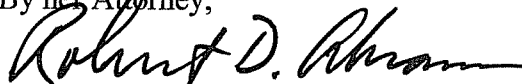
Request For Action

Abutter requests the Department to conduct a review of the proposed project and issue a Superseding Order of Conditions denying the project. Additional documents will be submitted under separate cover.

Respectfully submitted,

Laura B. Abrams

By her Attorney,



Robert D. Abrams, Esquire

BBO#011140

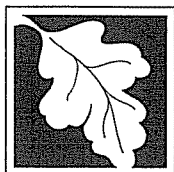
578 Boston Post Rd.

Sudbury, MA

Tel: (508) 820-4343

Dated: April 16, 2015

Attachment: Abrams Appeal 2015 DEP (1373 : Enter into Executive Session)



Massachusetts Department of Environmental Protection
Bureau of Resource Protection - Wetlands
Request for Departmental Action Fee
Transmittal Form

DEP File Number:

301-1153

Provided by DEP

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

A. Request Information

1. Location of Project

Railroad ROW

Sudbury 01776

a. Street Address

b. City/Town, Zip

184

\$245

c. Check number

d. Fee amount

Important:
 When filling out forms on the computer, use only the tab key to move your cursor - do not use the return key.



2. Person or party making request (if appropriate, name the citizen group's representative):

Laura B. Abrams, Trustee

Name

578 Boston Post Rd

Mailing Address

Sudbury

MA

01776

City/Town

State

Zip Code

978 443 8851

Phone Number

Fax Number (if applicable)

3. Applicant (as shown on Determination of Applicability (Form 2), Order of Resource Area Delineation (Form 4B), Order of Conditions (Form 5), Restoration Order of Conditions (Form 5A), or Notice of Non-Significance (Form 6)):

Jody Kablack Town Planning/Community Development Town of Sudbury

Name

287 Old Sudbury Rd.

Mailing Address

Sudbury

MA

01776

City/Town

State

Zip Code

987 443 2209

Phone Number

Fax Number (if applicable)

4. DEP File Number:

301-1153

B. Instructions

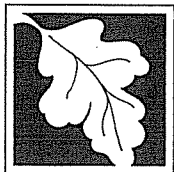
1. When the Departmental action request is for (check one):

- ☒ Superseding Order of Conditions – Fee: \$120.00 (single family house projects) or \$245 (all other projects)
- ☐ Superseding Determination of Applicability – Fee: \$120
- ☐ Superseding Order of Resource Area Delineation – Fee: \$120

Send this form and check or money order, payable to the *Commonwealth of Massachusetts*, to:

Department of Environmental Protection
 Box 4062
 Boston, MA 02211

Attachment: Abrams Appeal 2015 DEP (1373 : Enter into Executive Session)



Massachusetts Department of Environmental Protection
Bureau of Resource Protection - Wetlands
**Request for Departmental Action Fee
Transmittal Form**

DEP File Number:

301-1153

Provided by DEP

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

B. Instructions (cont.)

2. On a separate sheet attached to this form, state clearly and concisely the objections to the Determination or Order which is being appealed. To the extent that the Determination or Order is based on a municipal bylaw, and not on the Massachusetts Wetlands Protection Act or regulations, the Department has no appellate jurisdiction.
3. Send a **copy** of this form and a **copy** of the check or money order with the Request for a Superseding Determination or Order by certified mail or hand delivery to the appropriate DEP Regional Office (see <http://www.mass.gov/eea/agencies/massdep/about/contacts/>).
4. A copy of the request shall at the same time be sent by certified mail or hand delivery to the Conservation Commission and to the applicant, if he/she is not the appellant.

Attachment: Abrams Appeal 2015 DEP (1373 : Enter into Executive Session)

P&A PETRINI & ASSOCIATES, P.C.
Counselors at Public Law

372 Union Avenue | Framingham, MA 01702
(Tel) 508-665-4310 | (Fax) 508-665-4313
www.petrinilaw.com

June 2, 2015

Middlesex Superior Court
Office of the Civil Clerk
200 Trade Center
Woburn, MA 01801

Re: Abrams, et al. v. Sudbury Conservation Commission, et al.
Middlesex Superior Court Civil Action No. 2015-03039

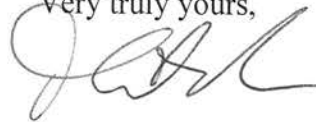
Dear Sir/Madam:

Enclosed herewith for filing on behalf of the defendants please find the following documents in the above-referenced action:

- 1) Answer to the Complaint; and
- 2) Certificate of Service.

After you have filed the enclosed, kindly date stamp the enclosed copy of this letter and return it to me in the envelope provided for my records. Thank you for your assistance with this matter.

Very truly yours,



Peter L. Mello

Enclosure

Attachment: 2015.06.01 Let to Court filing answer (1914-06) WITH BCC (1373 : Enter into Executive Session)

June 2, 2015

Page 2

bcc: (by electronic transmission only)
Deborah Dineen, Conservation Coordinator
Jody Kablack, Director of Planning and Community Development
Maryanne Bilodeau, Interim Town Manager
Barbara J. Saint André (by electronic transmission only)
2015.06.01 Let to Court filing answer (1914-06)

Attachment: 2015.06.01 Let to Court filing answer (1914-06) WITH BCC (1373 : Enter into Executive Session)

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, ss

SUPERIOR COURT
C.A. NO. 15-03039

LAURA B. ABRAMS,
TRUSTEE OF JRH TRUST,

Plaintiff,

v.

THOMAS FRIEDLANDER, ROBERT
ELKIND, DAVID HENKELS, BRUCE
PORTER, CHARLES RUSSO, MARK
SEVIER, AND ELIZABETH
ARMSTRONG, INDIVIDUALLY AND AS
THEY CONSTITUTE THE SUDBURY
CONSERVATION COMMISSION, AND
THE TOWN OF SUDBURY,

Defendants,

ANSWER

Pursuant to Superior Court standing order No. 1-96, defendants Town of Sudbury, Sudbury Conservation Commission and its members state that by way of answer, the Sudbury Conservation Commission will file a certified copy of the record within 90 days after service of the complaint.

FIRST DEFENSE

The complaint must be dismissed because the Court lacks subject matter jurisdiction over this matter.

SECOND DEFENSE

The complaint fails to state a claim upon which relief may be granted.

WHEREFORE, the defendants, Town of Sudbury, Sudbury Conservation

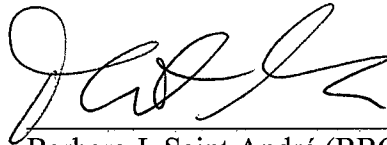
Commission and its members, respectfully request that the Court:

- a. Enter an order in their favor on all claims asserted against them;
- b. Dismiss the complaint;
- c. Award the defendants such other relief as the Court deems just, proper,

and equitable.

TOWN OF SUDBURY, TOWN OF
SUDBURY CONSERVATION
COMMISSION, THOMAS
FRIEDLANDER, ROBERT ELKIND,
DAVID HENKELS, BRUCE PORTER,
CHARLES RUSSO, MARK SEVIER, AND
ELIZABETH ARMSTRONG

By their attorneys,



Barbara J. Saint André (BBO #438030)
Peter L. Mello (BBO# 659680)
PETRINI & ASSOCIATES, P.C.
372 Union Avenue
Framingham, MA 01702
(508) 665-4310


Dated: June 2, 2015

Attachment: 2015.06.01 Let to Court filing answer (1914-06) WITH BCC (1373 : Enter into Executive Session)

CERTIFICATE OF SERVICE

I, Peter L. Mello, Esq., hereby certify that on this 2nd day of June, 2015, I caused the foregoing document to be served by first-class mail, postage-prepaid, upon the following counsel of record:

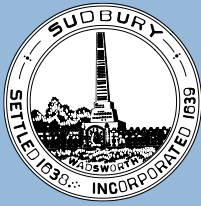
Robert D. Abrams, Esq.
578 Boston Post Road, Suite 1
Sudbury MA 01776



Peter L. Mello

2015.05.22 Answer to Complaint (1914-06)

Attachment: 2015.06.01 Let to Court filing answer (1914-06) WITH BCC (1373 : Enter into Executive Session)



SUDBURY BOARD OF SELECTMEN

Tuesday, June 23, 2015

2

MISCELLANEOUS (UNTIMED)

2: End Executive Session and reconvene in open session

REQUESTOR SECTION

Date of request:

Requested by: Patty Golden

Formal Title: Vote to end Executive Session and reconvene in Open Session and continue meeting at Lower Town Hall, 322 Concord Road

Recommendations/Suggested Motion/Vote: Vote to end Executive Session and reconvene in Open Session and continue meeting at Lower Town Hall, 322 Concord Road

Background Information:

Financial impact expected:

Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

Patty Golden	Pending
Maryanne Bilodeau	Pending
Barbara Saint Andre	Pending
Charles C. Woodard	Pending
Board of Selectmen	Pending

06/23/2015 6:30 PM

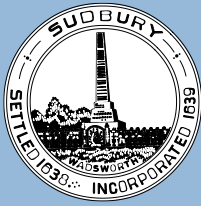
MEETING NOTES SECTION

Board's action taken:

Follow-up actions required:

- Requestor:
- Board of Selectmen:
- Staff:

Future agenda date:



SUDBURY BOARD OF SELECTMEN

Tuesday, June 23, 2015

TIMED ITEM**3: Discussion on TM Search with MRI's Alan Gould**REQUESTOR SECTION

Date of request:

Requestor: Chairman Brown

Formal Title: Discussion with MRI's Alan Gould on the Town Manager search process. Also, vote to approve the request to reduce the required amount of professional liability insurance on the agreement from \$2,000,000 aggregate to \$1,000,000 aggregate.

Recommendations/Suggested Motion/Vote: Discussion with MRI's Alan Gould on the Town Manager search process. Also, vote to approve the request to reduce the required amount of professional liability insurance on the agreement from \$2,000,000 aggregate to \$1,000,000 aggregate.

Background Information:

See attached documents

Financial impact expected:n/a

Approximate agenda time requested: 60 minutes

Representative(s) expected to attend meeting:

Review:

Patty Golden	Pending
Maryanne Bilodeau	Pending
Barbara Saint Andre	Pending
Charles C. Woodard	Pending
Board of Selectmen	Pending

06/23/2015 6:30 PM

MEETING NOTES SECTION

Board's action taken:

Follow-up actions required:

- Requestor:
- Board of Selectmen:
- Staff:

Future agenda date:

120 Daniel Webster Highway
Meredith, NH 03253



Telephone: (603) 279-0352
Toll Free: (866) 501-0352
Fax: (603) 279-2548

SUDBURY, MA TOWN MANAGER RECRUITMENT TIMELINE

The following schedule represents the timeline MRI would like to meet in this recruitment and selection process. As you will see, the approximate 30 day run time for resume submission is the longest period of time over which we have no control. During this period resumes are being received, acknowledged, and scored, while we are gathering information that will help us to narrow the field and develop essay questions. Once the resumes have been scored things will move along pretty quickly.

	06/11/15	All advertisements are "live"
	07/13/15	Resume deadline
	07/20/15	First cut made and essay questions distributed by MRI to top 15 to 20 candidates
	07/30/15	Candidate essay responses due for review by MRI team
Week of	08/10/15	Preliminary background work and MRI telephone interviews with remaining candidates
Week of	08/24/15	Onsite panel interviews. Selectmen interviews of the finalists could follow immediately.

Since there is little room for "compression" of this schedule, any delays will need to be added to the end of the process. Although the Board could make its final decision and a conditional offer by the first or second week in September, the background investigation will likely take about two weeks. During that two week period, the Town should be negotiating a contract with the finalist. We normally expect a two to four week delay between the signing of a final contract and the start date of the chosen candidate, since he or she likely has a contractual obligation to a current employer.

In our experience, if a process runs significantly longer than the 3 months outlined in this schedule, desirable candidates may withdraw for other employment opportunities.

Attachment: Sudbury MA TMR Timeline_revised (1388 : Discussion on TM Search with MRI's Alan Gould)



MEMORANDUM

To: Sudbury Board of Selectmen
From: Alan Gould
Subject: Town Manager Recruitment
Date: June 5, 2015

In your packets you will find a draft advertisement and a timeline. Generally, the timeline represents milestones in our process that we want to hit in order to keep the process moving forward at a pace that will fill the position in a manner that meets the Town's needs. As we work out the details of the process with the Board, there will be other dates that we will be setting that will be dependent on those details. As an example if you use a selection or screening committee there will be dates related to that committee. Those other dates will fall easily into place as long as MRI follows the basic timeline I have provided.

The advertisement you have in your packet represents the information that, in our experience, will attract top candidates. The purpose of the ad is to draw attention to our webpage that will be committed to this recruitment. There, a candidate will find other pertinent information, documents and links to informative sites, such as the Town's website. We generally allow 30 days for submission of resumes so it is very important that we get those ads posted as soon as possible. During that 30 day period, I will be gathering more specific information about the Town that is important for our screening process.

I am asking that you establish a salary range or top of the salary scale so that I can post it in the advertisement. Although not absolutely necessary, posting a salary in the ad is usually advantageous to the recruitment. Based on other recent recruitments I feel that a salary range of \$150,000 to \$165,000 is probably competitive. Posting a range like this or a "salary range up to ..." allows the Town to attract top candidates while providing discretion to offer a salary below that number depending on qualifications.

I look forward to working with the Sudbury Board of Selectmen on this recruitment process.

Attachment: Sudbury TMR Memo to BOS (1388 : Discussion on TM Search with MRI's Alan Gould)

SUDBURY, MA TOWN MANAGER

Sudbury, MA (18,000 pop.), seeks, proactive, community leader to serve as its third Town Manager since the Town Manager Special Act was enacted in 1996. This financially stable community is recognized as one of the most affluent and desirable in Massachusetts. Incorporated in 1639, Sudbury has a rich history and a strong commitment to preserving its heritage, while providing the highest level of municipal services to its residents. This beautiful, semi-rural community offers easy access to routes 90 and 95, and is just 20 miles from the world-class medical, educational, and cultural assets of Boston. Led by a five member Board of Selectmen, with an open town meeting form of government, this community has excellent schools and boasts a quality of life that makes this a “destination” community for any public manager. The Town Manager oversees an operating budget of approximately \$25.5M (excluding schools) and 173 FTEs. The ideal candidate will have a Master’s degree in a related field and a minimum of seven years of experience in public administration, with a minimum of five years served in a senior management capacity or an equivalent combination of education and relevant management experience. Salary range up to \$165,000 commensurate with qualifications and experience. Sudbury is an equal opportunity employer. For additional information related to the search contact Alan Gould, Vice President, Municipal Resources Inc., at 603-279-0352, x-320.

ADDITIONAL INFORMATION: www.mrigov.com/career.html

DEADLINE: July 13, 2015 @ 8AM EST

ELECTRONIC SUBMISSION PREFERRED: recruitment@mrigov.com

Resumes, in confidence, to:
Sudbury Town Manager Search
ATTN: Gail Schillinger
Municipal Resources, Inc.
120 Daniel Webster Highway
Meredith, NH 03253



MEMORANDUM

To: Patty Golden
From: Alan Gould
Subject: Town Manager Recruitment- Insurance Requirement
Date: June 10, 2015

Pursuant to a conversation you had with the MRI Business Manager, I am requesting that the Town reduce the required amount of professional liability insurance from \$2,000,000 aggregate, to \$1,000,000 aggregate. We currently have the required per claim coverage of \$1,000,000 for professional liability. In addition we have general liability coverage for \$2,000,000 aggregate.

Thank you.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/18/2015

3.e

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER FIAI/Cross Insurance 1100 Elm Street Manchester NH 03101		CONTACT NAME: Jennifer Kokolis PHONE (A/C, No. Ext): (603) 669-3218 E-MAIL: jkokolis@crossagency.com ADDRESS: FAX (A/C, No): (603) 645-4331	
INSURED MUNICIPAL RESOURCES INC 120 DANIEL WEBSTER HIGHWAY MEREDITH NH 03253		INSURER(S) AFFORDING COVERAGE INSURER A: Massachusetts Bay Ins Co INSURER B: Hanover Insurance Group, Inc. INSURER C: Hanover Ins Co. INSURER D: Houston Casualty Company INSURER E: INSURER F:	
		NAIC # 22306 22292 42374	

COVERAGES

CERTIFICATE NUMBER: 15-16 All lines w/prof

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			ODV8197631	1/6/2015	1/6/2016	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:						\$
B	AUTOMOBILE LIABILITY			AHV8041501	6/1/2015	6/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB			ODV8197631	1/6/2015	1/6/2016	Medical payments \$ 5,000
	<input checked="" type="checkbox"/> EXCESS LIAB						EACH OCCURRENCE \$ 1,000,000
		<input checked="" type="checkbox"/> OCCUR					AGGREGATE \$ 1,000,000
		<input type="checkbox"/> CLAIMS-MADE					\$
	DED \$	RETENTION \$					
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WHV8198601 (3a.) NH & ME Donald Jutton & Joseph Lessard excluded	1/26/2015	1/26/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	<input checked="" type="checkbox"/> Y	N/A				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liability			H715105975	6/12/2015	6/12/2016	Each claim: \$ 1,000,000
							Total- all claims \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Town of Sudbury, MA is additional insured with respects to the CGL & business auto policies as per written contract.

CERTIFICATE HOLDER

(978) 443-0756 GoldenP@sudbury.ma.us

Town of Sudbury, MA
Attn: Town Manager/Patty Golden
278 Old Sudbury Road
Sudbury, MA 01776

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Brian Parsons/JSC

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**AGREEMENT BETWEEN
TOWN OF SUDBURY AND
MUNICIPAL RESOURCES, INC.**

THIS AGREEMENT to provide professional services for Town Manager recruitment (hereinafter referred to as the "Project"), is made the day of June, 2015, by and between Municipal Resources, Inc. with a usual place of business at 120 Daniel Webster Highway, Meredith, NH 03253 (hereinafter referred to as the "CONTRACTOR"), and the Town of Sudbury, a municipal corporation with a usual place of business at 278 Old Sudbury Road, Sudbury, MA 01776 (hereinafter referred to as the "TOWN").

WITNESSETH that the CONTRACTOR and the TOWN, for the consideration hereinafter named, agree as follows:

ARTICLE 1: CONTRACT DOCUMENTS

The Contract Documents consist of the following, and in the event of conflicts or discrepancies among them, they shall be interpreted on the basis of the following priorities:

- 1) This Agreement between TOWN and CONTRACTOR
- 2) CONTRACTOR'S scope of work and tenure guarantee,
- 3) Town's request for proposals
- 4) Copies of all required bonds, certificates of insurance and licenses required under the contract,

EACH OF WHICH IS ATTACHED HERETO. These documents form the entire Agreement between the parties and there are no other agreements between the parties. Any amendment or modification to this Agreement must be in writing and signed by an official with the authority to bind the TOWN.

ARTICLE 2: SCOPE OF WORK

The CONTRACTOR shall furnish all materials, labor and equipment, and perform all work required in order to provide the Town with professional services as more fully described in the attached scope of services, and the CONTRACTOR agrees to do everything required by this Agreement and the Contract Documents.

ARTICLE 3: TERMS OF AGREEMENT

- (a) The work to be performed under this Agreement shall be commenced within five business days after the TOWN issues a written or verbal Notice to Proceed to the CONTRACTOR, and shall be entirely completed on or before October 15, 2015.

ARTICLE 4: THE CONTRACT SUM

The TOWN shall pay the CONTRACTOR for the performance of this Agreement the sum of \$16,400, to be paid as follows:

- \$4,000 to be invoiced on placement of position advertisement;
- \$4,000 to be invoiced on completion of review and initial ranking of candidates;
- \$4,000 to be invoiced on completion of panel interviews; and
- \$4,400 to be invoiced on TOWN receipt of written background report on selected candidate.

(b) Subject to Appropriation. The obligations of the TOWN hereunder shall be subject to appropriation on a fiscal year basis. In the absence of appropriation, this agreement shall be terminated immediately without liability of the TOWN for damages, lost profits, penalties, or other charges arising from early termination.

ARTICLE 5: PAYMENT

- (a) The TOWN shall make payment as follows: The CONTRACTOR will submit periodic invoices to the TOWN for review and approval, payment within 45 days. Payment will be made within forty-five days after receipt by the TOWN office as stamped in by the appropriate TOWN office, of each invoice for work performed, subject to (b) below.
- (b) With any invoice, the CONTRACTOR shall submit evidence satisfactory to the TOWN that the work has been completed in accordance with this Agreement, and that all payrolls, material bills and other indebtedness connected with the work have been paid. The billings shall include, if applicable, all charges for CONTRACTOR, subcontractors, plans, equipment, models, renderings, travel, reproductions, postage and delivery, and all other expenses. There shall not be any markup for overhead, administration or profit for any of the above listed services.

ARTICLE 6: NON-PERFORMANCE

In the case of any default on the part of the CONTRACTOR with respect to any of the terms of this Agreement, the TOWN shall give written notice thereof, and if said default is not made good within such time as the TOWN shall specify in writing, the TOWN shall notify the CONTRACTOR in writing that there has been a breach of the Agreement, and thereafter the TOWN shall have the right to secure the completion of the work remaining to be done on such terms and in such manner as the TOWN shall determine, and the CONTRACTOR shall pay the TOWN any money that the TOWN shall pay another CONTRACTOR for the completion of the work, in excess of what the TOWN would have paid the CONTRACTOR for the completion of the work, and the CONTRACTOR shall reimburse the TOWN for all expenses incurred by reason of said breach. In case of such breach, the CONTRACTOR shall be entitled to receive

payment only for work satisfactorily completed prior to said breach, less any retainage the TOWN is entitled to. The amount of any balance due the CONTRACTOR shall be determined by the TOWN and certified to the CONTRACTOR.

ARTICLE 7: TERMINATION

- (a) Notwithstanding any other provision of this Agreement, the TOWN reserves the right at any time to suspend or terminate this Agreement in whole or in part for its convenience upon fourteen days written notice to CONTRACTOR. TOWN shall incur no liability by reason of such termination for convenience except for the obligation to pay for work performed and accepted accruing through the date of termination less any offset or claim of TOWN. Such obligation shall not exceed the available appropriation. CONTRACTOR shall have no right to recover other amounts, including but not limited to amounts for lost profits, indirect, incidental or consequential damages.
- (b) If for any reason the TOWN terminates the Agreement due to lack of funding, CONTRACTOR hereby releases the TOWN and every member, agency, and agent thereof from all claims and liability to the CONTRACTOR for everything done, furnished for or relating to the work pursuant to this agreement.
- (c) The CONTRACTOR shall have the right to terminate this Agreement if the TOWN fails to make payment within 45 days after it is due.

ARTICLE 8: NOTICE

All notices required to be given under this Agreement shall be in writing and shall be effective upon receipt by hand delivery or certified mail to:

Town of Sudbury: Patricia Golden
Senior Administrative Assistant to Town Manager
Town of Sudbury
278 Old Sudbury Road
Sudbury, MA 01776

Contractor: Gail H. Schillinger, Communication Liaison
Municipal Resources, Inc.
120 Daniel Webster Highway
Meredith, NH 03253

ARTICLE 9. INSURANCE

- (a) The CONTRACTOR shall, at its own expense, obtain and maintain motor vehicle liability insurance and general liability and policies protecting the TOWN in connection

with any operations included in this Agreement, and shall have the TOWN as an additional insured on the policies.

Automobile liability insurance shall be in the form of comprehensive automobile liability and shall provide limits of \$100,000 each person and \$300,000 each occurrence for bodily injury liability.

General liability coverage shall be in the amount of at least \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury liability and property damage liability.

- (b) The CONTRACTOR shall carry a professional malpractice or an errors and omissions policy with limits of at least \$1,000,000 per claim and \$2,000,000 aggregate.
- (c) The CONTRACTOR shall, before commencing performance of this Agreement, provide by insurance for the payment of compensation and the furnishing of other benefits in accordance with Mass. General Laws chapter 152, as amended, to all employed under the Agreement and shall continue such insurance in full force and effect during the term of the Agreement.
- (d) All insurance coverage shall be in force from the time of the Agreement to the date when all work under the Contract is completed and accepted by the TOWN. **Certificates and any and all renewals substantiating that required insurance coverage is in effect shall be filed with the TOWN and shall list the TOWN as additional insured for General Liability and Automobile liability policies.** Since this insurance is normally written on a year-to-year basis, the CONTRACTOR shall notify the TOWN should coverage become unavailable or if its policy should change. Any cancellation of insurance, whether by the insurers or the insured, shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and to the TOWN at least fifteen days prior to the intended effective date thereof, which date should be expressed in said notice.
- (e) The CONTRACTOR shall indemnify, defend, and save harmless the TOWN and all of the TOWN'S officers, agents and employees from and against all suits and claims of liability of every name and nature, including costs of defending any action, for or on account of any injuries to persons or damage to property of the TOWN or any person, firm, corporation or association arising out of or resulting from any act, omission, or negligence of the CONTRACTOR, subcontractors and its and their agents or employees in the performance of the work covered by this Agreement and/or failure to comply with terms and conditions of this Agreement. The foregoing provisions shall not be deemed to be released, waived or modified in any respect by reason of any surety or insurance provided by the CONTRACTOR under the Agreement.

ARTICLE 10: SUBCONTRACTING OF WORK

Alan S. Gould, Vice President, shall serve as Principal in charge for CONTRACTOR, coordinating activities, interfacing directly with TOWN, and participating throughout the engagement as required. The CONTRACTOR shall not subcontract any of the work that it is

required to perform under this Agreement to any corporation, entity or person without the prior written approval of the TOWN.

ARTICLE 11: OWNERSHIP OF DOCUMENTS

Upon completion of the final payment to the CONTRACTOR, the TOWN shall be the owner of all plans, specifications, electronic data and computations created by the CONTRACTOR that relate to this Agreement. The TOWN agrees that the information contained therein was produced specifically for this Agreement and agrees to hold the CONTRACTOR harmless from any liability of the TOWN'S use of these documents in any future project not directly related to the subject matter of this Agreement.

ARTICLE 12: STANDARD OF CARE

The Contractor's services shall be performed by qualified personnel. The CONTRACTOR'S Project team shall consist of those persons identified in the CONTRACTOR'S proposal. The employment by the CONTRACTOR of subcontractors for any of the services under this agreement shall be subject to the prior written approval of the TOWN. No member of the Project team shall be replaced without the consent of the TOWN. The TOWN shall have the right to require the CONTRACTOR to remove any personnel from the Project for reasonable cause. The CONTRACTOR shall perform its services in accordance with the highest professional standards of skill, care, and diligence.

ARTICLE 13: GOVERNING LAW

The CONTRACTOR shall perform the work required under this Agreement in conformity with requirements and standards of the TOWN and all applicable laws of the Commonwealth of Massachusetts, its political subdivisions, and the Federal Government.

This Agreement and performance thereunder are governed by the laws of the Commonwealth of Massachusetts and all other applicable by-laws and administrative rules, regulations and orders.

ARTICLE 14: BINDING AGREEMENT AND ASSIGNMENT OF INTEREST

This Agreement shall be binding upon the TOWN and the CONTRACTOR and the partners, successors, heirs, executors, administrators, assigns and legal representatives of the TOWN and the CONTRACTOR. Neither the TOWN nor the CONTRACTOR shall assign, sublet or transfer any interest in this Agreement without the written consent of each other, and such consent shall not be unreasonably withheld.

ARTICLE 15: LICENSURE AND COMPLIANCE WITH MASSACHUSETTS TAX LAW

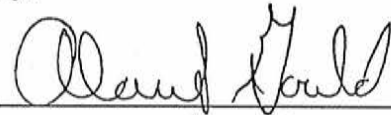
By executing this Agreement, CONTRACTOR agrees and certifies that it is licensed to perform the services required by this Agreement, and that it will secure such licensure for so long as it is bound to perform services under this Agreement. Documentation of such licensure shall be attached to this Agreement as part of Exhibit B. CONTRACTOR shall comply with all applicable laws, ordinances, rules or regulations or codes of the State or Town in performing the work embraced by this Agreement. Pursuant to Mass. General Laws chapter 62C, section 49A, the CONTRACTOR certifies under the penalties of perjury that the CONTRACTOR has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

IN WITNESS WHEREOF the parties hereto have executed copies of this Agreement the day and year first above written. *

*If a Corporation, attach to each signed copy of this Agreement an attested copy of the vote of the Corporation authorizing the said signing and sealing.

CONTRACTOR:

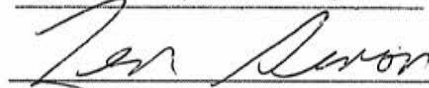
By:

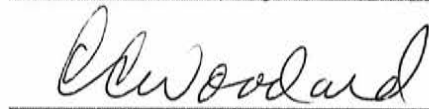


Print name: Alan S. Gould

TOWN OF SUDBURY:

By: Board of Selectmen




2015.05.27 MRI contract (1914-00)

Contractor's Scope of Work and Tenure Guarantee

I. SCOPE OF WORK

MRI will undertake the following services in assisting the Town with the recruitment of its next Town Manager:

1. Meet with the Board of Selectmen, Senior Staff of the Town, and an appointed Screening Authority to review the recruitment process, receive input toward developing an **"Ideal Candidate Profile and Challenge Statement"** against which all candidates will be screened, and discuss if and how you would like to involve community members and employees in the process. At this meeting, we will also ask for help to:
 - a. Identify critical organizational issues and challenges;
 - b. Clarify roles, responsibilities, and expectations for the position;
 - c. Establish job success standards;
 - d. Characterize the most desirable management strengths, behavioral styles, personal attributes, and motivating values needed in the ideal candidate to increase the probability of success in the role; and
 - e. Identify the likely issues and opportunities that the next manager must be prepared to address. Once you approve it, the Ideal Candidate Profile and Challenge Statement is posted on MRI's recruitment website for review and consideration by potential applicants.

This can be accomplished in a number of different ways including interviews with elected/appointed officials, staff, and surveys. This information gathering process also allows us to develop pertinent essay questions that are specific to your community. The Ideal Candidate Profile and Challenge Statement will be posted on MRI's recruitment website for potential candidates to review.

2. We will work with the appointing authority to develop a timeline for the recruitment process so that the Client and all candidates can plan accordingly.
3. If requested, we will provide a recommended updated position description.
4. We will develop ad copy, recommend advertising venues, and coordinate placement of the ads. Resumes are typically received for at least 30 days.

5. We will research MRI's database and contact potential candidates from other similar recruitments we have conducted in the past 12 months.
6. We will canvas MRI's professional network to identify and reach out to promising potential candidates to invite their application.
7. We will receive and hold all resumes in confidence until the semi-finalists are chosen for interview. We have found that assured confidentiality will increase the number and quality of applicants rather significantly. We acknowledge receipt of all resumes and keep candidates apprised of their status at each selection point throughout the process.
8. We will provide you with an overview of relevant information about the candidate pool, answer questions, and review selection criterion at each decision point throughout the process.
9. If you concur, we will establish a team of professional consultants who will screen and review all resumes for minimum qualifications before ranking them against the Ideal Candidate Profile.
10. We will work with you to develop a written essay questionnaire to the top qualified candidates (generally 15 to 20 candidates), focusing the questions on matters of special relevance to the client's needs or current situation. The questions will be prepared in consultation with the appointing authority. Candidates will have a specified amount of time to respond (typically 10 days), after which our team of consultants will review and rank the responses.
11. After essay responses have been returned, reviewed, and ranked, we conduct a web search of the top candidates (generally 10 to 12), to identify potential issues or controversies in other jurisdictions. Then, two (2) members of our team will conduct telephone interviews with these candidates placing the focus on current position and reasons for leaving; career history of successes and failures; future personal and professional goals; and their understanding of best practices and contemporary professional thinking in the field. In addition to screening the candidates, this interview provides for follow-up to the essay responses and information found in the web searches. It also assists us in determining the verbal communication skills of the candidate and his/her ability to answer questions spontaneously. Typically, we reduce the pool to six (6) semi-finalists for local interviews at this juncture.
12. We will work with the Town's appointed Screening Committee to determine which candidates (usually 5 or 6) will be interviewed by the Screening Committee and the MRI Professional Panel.

13. MRI will facilitate two rounds of interviews; the first to include the Town's appointed Screening Committee and a panel consisting of MRI's team of professional management consultants. The second round will consist of individual interviews with the appointing authority and the top two to four candidates that emerge from the first round of interviews. All interviews will be facilitated by an MRI consultant.
14. Following interviews with the finalists, the appointing authority, in consultation with our lead consultant, will determine what, if any, additional steps are needed to arrive at a final selection. In some instances, additional interviews are required, in others, the final selection is readily apparent and we move to negotiations immediately.
15. We will assist with development of terms and conditions of employment, preparation of a conditional offer of employment, creating a draft of an employment agreement, and development of initial goals and objectives.
16. If the final candidate will be relocating to the community from a significant distance, we recommend and will coordinate a family visit to the community prior to making a conditional offer of employment.
17. We will coordinate physical, medical, and psychological exams as desired.
18. We will complete a detailed background check on the selected candidate which shall include, but not be limited to, previous employment, and criminal and motor vehicle records checks, finances, references, and interviews with previous employers.
19. Following whichever of the interview process alternatives is chosen, the appointing authority, in consultation with our lead consultant, will determine what, if any, additional steps are needed to arrive at a final selection. This may include an onsite "meet and greet" with key staff or the administration of a standardized management profiling instrument for the top 2 or 3 candidates to help inform the client regarding management strengths and potential weaknesses.

II. TENURE GUARANTEE

To the extent that Municipal Resources is engaged to conduct a comprehensive recruitment as

described above, we will guarantee to undertake a recruitment and selection process at no expense to the community should the employment relationship, after it is negotiated and documented by an executed employment agreement, be terminated by either party within 12 months. However, no such guarantee shall exist if said termination occurred due to death or catastrophic illness of the selected candidate, or due to the actions of, or encouragement to the selected candidate by a majority of a newly elected Board or Council. There shall be no cost for MRI's recruitment services; however, the Client shall cover the costs associated with advertising and interviews.

120 Daniel Webster Highway
Meredith, NH 03253



Municipal Resources
www.municipalresources.com

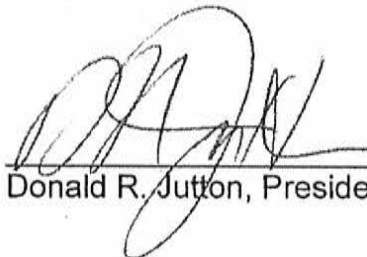
tel: 603.279.0352 • fax: 603.279.2541
toll free: 866.501.0352

**CERTIFICATE OF VOTE
(Corporation Only)**

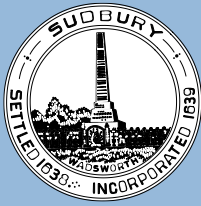
At a duly authorized meeting of the Board of Directors of **MUNICIPAL RESOURCES, INC.** held on **September 10, 2009**, it was VOTED THAT **Alan S. Gould**, Vice President of the Company, be and hereby is authorized to execute contracts and proposals in the name of and on behalf of said company, and affix its corporate seal hereto; and such execution of any contract or proposal in this company's name on its behalf by such Vice President under seal of the company, shall be valid and binding upon this company.

I hereby certify that I am the secretary of the above named corporation and that **Alan S. Gould** is the duly elected officer as above of said company, and that the above vote has not been amended or rescinded and remains in full force and effect as of this date.

6/1/15
Date


Donald R. Jutton, President & Secretary

CORPORATE SEAL



SUDBURY BOARD OF SELECTMEN

Tuesday, June 23, 2015

TIMED ITEM**4: RHSO IMA**REQUESTOR SECTION

Date of request: May 26, 2015

Requested by: Jody Kablack

Formal Title: Vote to sign the amended Inter-Municipal Agreement for the Regional Housing Services Office for FY16.

Recommendations/Suggested Motion/Vote: *Vote to sign the amended Inter-Municipal Agreement for the Regional Housing Services Office for FY16.*

Background Information:

This amendment to the IMA for the RHSO (1) adds the Town of Burlington, MA as a member of the RHSO, and (2) revises the provision for adding other Towns to the RHSO. Currently, the IMA restricts the number of communities in the RHSO to 9, and all new communities must be contiguous to a member community. The revision removes a maximum number, but still requires a unanimous vote of all member communities to add another community, and any new additions must still be contiguous to a member community. All other aspects of the IMA executed in 2014 remain intact until June 30, 2017.

Financial impact expected:NA

Approximate agenda time requested: 10 minutes

Representative(s) expected to attend meeting: Elizabeth Rust

Review:

Patty Golden	Pending
Maryanne Bilodeau	Pending
Barbara Saint Andre	Pending
Charles C. Woodard	Pending
Board of Selectmen	Pending

06/23/2015 6:30 PM

MEETING NOTES SECTION

Board's action taken:

Follow-up actions required:

- Requestor:
- Board of Selectmen:

AMENDMENT

The agreement entered into by and between the Towns of Acton, Bedford, Concord, Lexington, Sudbury and Weston (collectively the “Municipalities”), dated June 23, 2014, to share services of a Regional Housing Services Office provided by the Town of Concord (the “Agreement”), which is incorporated herein by reference, is hereby amended, effective July 1, 2015, as described below.

WHEREAS, the Town of Burlington (“Burlington”) is located adjacent to one or more of the Municipalities;

WHEREAS, Burlington desires to be added to the Agreement as an “Additional Community” pursuant to Section 11 of the Agreement and to share the services of the Regional Housing Services Office with the Municipalities;

WHEREAS, the Original Municipalities desire to add Burlington to the Agreement as an “Additional Community” pursuant to Section 11 of the Agreement and to share the services of the Regional Housing Services Office with Burlington;

WHEREAS, the Town of Concord agrees to provide the services described in the Agreement, as amended herein, to Burlington, in addition to the Municipalities; and

WHEREAS, Burlington agrees to be bound by and benefit from all of the terms of the Agreement, as amended herein;

NOW,

- 11. Additional Communities. This section is amended by deleting the first sentence and replacing it with the following:
 - a. “The Advisory Committee may vote at any time to amend this Agreement to add an additional municipality or municipalities by unanimous vote and approval of the Lead Municipality. If voted and approved as provided in this Section, the participation of said municipality or municipalities is effective as of July 1 of the fiscal year next after the vote is taken unless otherwise agreed among all parties.
- The first sentence of the first paragraph is amended by adding “Burlington” after “Towns of” and after “Bedford.”
- 7. Indemnification. This Section is amended by adding the “Burlington’s obligations shall be limited to the services provided for Burlington;” after the word Acton and before the word Bedford in line 10.
- 18. Notices. This Section is amended by adding the following to the addresses in this Section: “Town of Burlington John D. Petrin, Town Administrator, 29 Center Street, Burlington, MA 01803
- The Town of Burlington Board of Selectmen shall be added as a signatory to the Agreement, as amended herein.
- Exhibit B. Fee Structure. This Exhibit is deleted and replaced in its entirety with the Membership Fee Schedule Chart for FY16, attached hereto as Exhibit B.

- [SIGNATURE PAGES FOLLOW EXHIBIT B]

Exhibit B

Membership Fee Schedule Chart for FY16

The participating municipalities will proportionally share the total cost of operating the Regional Housing Services Office. The proportional share is determined based on the percentage of hours planned to support each municipality for core services as represented in the fee schedule.

FY16 Membership Fee Schedule			
	Hours	% of hrs	Pro rata \$
Acton	370	14%	\$25,523.62
Bedford	420	16%	\$28,972.76
Burlington	260	10%	\$17,935.52
Concord	460	17%	\$31,732.07
Lexington	410	15%	\$28,282.93
Sudbury	600	22%	\$41,389.65
Weston	165	6%	\$11,382.15
total	2,685	100%	\$185,218.70

This fee structure does not include payment for additional supplemental services which will be proposed and invoiced outside of this agreement or payment for additional hours in excess of the allotted hours.

WITNESS OUR HANDS AND SEALS on _____, 2015.

TOWN OF ACTON

By its Board of Selectmen

Attachment: RHSO IMA Proposed Amendment - FY16 (1345 : RHSO IMA)

WITNESS OUR HANDS AND SEALS on _____, 2015.

TOWN OF BEDFORD

By its Board of Selectmen

Attachment: RHSO IMA Proposed Amendment - FY16 (1345 : RHSO IMA)

WITNESS OUR HANDS AND SEALS on _____, 2015.

TOWN OF BURLINGTON

By its Board of Selectmen

Attachment: RHISO IMA Proposed Amendment - FY16 (1345 : RHISO IMA)

WITNESS OUR HANDS AND SEALS on _____, 2015

TOWN OF CONCORD

By its Board of Selectmen

Attachment: RHSO IMA Proposed Amendment - FY16 (1345 : RHSO IMA)

WITNESS OUR HANDS AND SEALS on _____, 2015.

TOWN OF LEXINGTON

By its Board of Selectmen

Attachment: RHSO IMA Proposed Amendment - FY16 (1345 : RHSO IMA)

WITNESS OUR HANDS AND SEALS on _____, 2015

TOWN OF SUDBURY

By its Board of Selectmen

Attachment: RHSO IMA Proposed Amendment - FY16 (1345 : RHSO IMA)

WITNESS OUR HANDS AND SEALS on _____, 2015.

TOWN OF WESTON

By its Board of Selectmen

Attachment: RHSO IMA Proposed Amendment - FY16 (1345 : RHSO IMA)

AGREEMENT

THIS AGREEMENT is entered into by and between the Towns of Acton, Bedford, Concord, Lexington, Sudbury and Weston, hereafter referred to collectively as the "Municipalities," this 23 day of June 2014, as follows:

WHEREAS, the Municipalities desire to share the services and costs of a common Regional Housing Services Office; and

WHEREAS, the Town of Concord is willing and capable of hosting a Regional Housing Services Office; and

WHEREAS, each of the Municipalities has authority to enter into this Agreement pursuant to G.L. c. 40, s. 4A;

NOW, THEREFORE, the Municipalities, in mutual consideration of the covenants contained herein, intending to be legally bound, agree under seal as follows:

1. Term. The term of this Agreement shall commence on July 1, 2014 and shall expire after a term of three years on June 30, 2017, unless earlier terminated as set forth herein. Any municipality may withdraw from the Agreement as defined below. The Agreement may be renewed for additional three-year terms as voted by each municipality through its respective Board of Selectmen by January 1 of the year of the expiring term.

2. Lead Municipality. During the Term of this Agreement, the Town of Concord shall act as the lead municipality. The Town of Concord shall perform or provide the following:

- a. Issue Requests for Proposals for Consultants to provide housing administrative services described in Exhibit A: Core Housing Services, attached and incorporated herein, for all the Municipalities;
- b. Enter into contracts with Consultants to provide said housing administrative services;
- c. Manage the Consultant contracts;
- d. Receive invoices from the Consultants and make payments in a timely manner for services rendered;
- e. Provide office space and related utilities for the Consultants to operate the Regional Housing Services Office;
- f. Administer the collection, accounting and use of funds provided by the Municipalities to fund the Consultant contracts;
- g. Provide overall program oversight and related administration;
- h. Provide conflict resolution in accordance with Section 10 below.

3. Duties of the Regional Housing Services Office. During the Term of this Agreement, the Regional Housing Services Office shall perform the housing administrative services as described in Exhibit A: Core Housing Services for an annual allocation of hours as indicated in Exhibit B: Fee Structure, attached and incorporated herein.

4. Funding Structure and Payment. The Town of Concord shall annually request funds from the Municipalities for the upcoming year by July 1 with payment due within 30 days of the written request and the Municipalities shall provide annual funding to the Town of Concord pursuant to the Fee Structure, attached as Exhibit B: Fee Structure. Funding for supplemental services not included in Exhibit A: Core Housing Services and for additional hours in excess of the allotted hours in Exhibit B: Fee Structure shall be requested separately, at the discretion of the Town of Concord and the individual municipality. The Town of Concord shall hold all funds in a separate revolving fund account in trust for each Municipality and shall not disburse such funds for any purpose other than payment of invoices from the contracted Consultants for services rendered and other program expenses. Any municipality may borrow or lend hours to other Municipalities upon written agreement between the impacted municipalities, provided that the total number of hours available to the Regional Housing Services Office remains constant.

5. Subsequent Year Adjustments. The annual allocation of hours in Exhibit B: Fee Structure shall be reviewed and adjusted, if necessary, annually, three (3) months prior to end of each year of the Term of this Agreement. The Town of Concord shall provide to all Municipalities a record of the actual hours of services provided to each municipality and propose an amended Exhibit B in order to make any adjustments necessary for the following year of the Term, which shall be adopted as the Municipalities may agree, in accordance with Section 14.

6. Transfer of Funds between Lead Communities. Remaining funds in the Sudbury account as of the close-out of the fiscal year shall be transferred to Concord for the purposes intended under this agreement.

7. Indemnification. Notwithstanding the final sentence of G.L. c. 40, §4A, to the extent permitted by law, each Municipality (the "Indemnifying Municipality") separately agrees to indemnify the Town of Concord, including all officials, officers, employees, agents, servants and representatives, from and against any claim arising out of the duties performed by the Regional Housing Services Office pursuant to the Agreement in or on behalf of the Indemnifying Municipality for any claim of liability, loss, damages, costs and expenses for personal injury or damage to real or personal property by reason of any negligent act or omission by the Regional Housing Services Office while performing services for the Indemnifying Municipality. As to any claim or occurrence, the express indemnification set forth above shall be town-specific: Acton's obligations shall be limited to the services provided for Acton; Bedford's obligations shall be limited to the services provided for Bedford; Concord's obligations shall be limited to the services provided for Concord; Lexington's obligations shall be limited to the services provided for Lexington; Sudbury's obligations shall be limited to the services provided for Sudbury; and Weston's obligations shall be limited to the services provided for Weston. The Indemnifying Municipality's obligation to indemnify under this Section shall be limited to and benefited by the immunities and the limits on liability that would be applicable under M.G.L. c. 258 and any other law or statute limiting the liabilities of municipalities as if the negligent act or omission had been made by an employee of the Indemnifying Municipality. Furthermore, the Indemnifying Municipalities shall not be liable for any claims arising from:

- a. Violations of state or federal civil rights statutes;
- b. Violations of state or federal discrimination statutes;
- c. Wrongful termination claims;
- d. Violations of any state or federal statute dealing with employment practices;
- e. Claims that are covered by any insurance policy.

8. Termination. (Subsection A) Any Municipality, by a vote of its respective Board of Selectmen, may withdraw from and terminate this Agreement at the end of any year with the provision of at least two months prior written notice to the Town of Concord. No such termination shall affect any obligation of indemnification that may have arisen hereunder prior to such termination. Upon such termination, the Town of Concord shall prepare full statements of outstanding unpaid financial obligations under this Agreement and present the same to the terminating Municipality for payment within thirty (30) days thereafter. The Town of Concord, by a vote of its respective Board of Selectmen, may terminate this Agreement upon the provision of at least one month prior written notice to the participating Municipalities. After termination of this Agreement, the Town of Concord shall remain liable to the participating Municipalities for any portion of the payments received not earned. (Subsection B) Any Municipality may withdraw at the end of any fiscal year in which the municipal legislative body has not appropriated funds sufficient to support that municipality's participation in the subsequent fiscal year, provided that in such an event, the municipality shall give as much notice to other subscribers to this Inter-Municipal Agreement as the circumstances allow.

9. Advisory Committee. There shall exist an Advisory Committee comprised of one (1) representative from each municipality, whom shall be appointed by the Town Manager/Administrator of the municipality. The Advisory Committee shall meet on a quarterly basis in July, October, January and April. The Town of Concord shall prepare and send to each municipality a quarterly status report prior to the quarterly meeting.

10. Conflict Resolution. The Advisory Committee may hold additional meetings to discuss and resolve any conflicts that may arise including, but not limited to, disagreements regarding the needs of each municipality and changes to the annual allocation of hours as indicated in Exhibit B: Fee Structure. Any recommendations made to the Director of the Regional Housing Services Office must be made by a majority vote. Any unresolved issues shall be decided by the Town Manager of the Town of Concord.

11. Additional Communities. At any time after July 1, 2015, the Advisory Committee may meet and, by unanimous vote and approval of the Lead Municipality, amend this Agreement to admit an additional municipality. The Advisory Committee may admit no more than three (3) additional municipalities and any such additional municipality must be adjacent to at least one municipality participating in this Agreement unless waived by a majority of the Town Manager's of the originally participating communities.

12. Financial Safeguards. The Town of Concord shall maintain separate, accurate and comprehensive records of all services performed for each of the Municipalities hereto, and

all funds received from the Municipalities. The Town of Concord shall issue a financial report for each fiscal year to each of the Municipalities by December 31 of the following fiscal year.

13. Assignment. None of the Municipalities shall assign or transfer any of its rights or interests in or to this Agreement, or delegate any of its obligations hereunder, without the prior written consent of all of the other Municipalities.

14. Amendment. This Agreement may be amended only in writing signed by all Municipalities duly authorized thereunto.

15. Severability. If any provision of this Agreement is held by a court of appropriate jurisdiction to be invalid, illegal or unenforceable, or if any such term is so held when applied to any particular circumstance, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, or affect the application of such provision to any other circumstances, and the remaining provisions hereof shall not be affected and shall remain in full force and effect.

16. Governing Law. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the Commonwealth of Massachusetts.

17. Headings. The paragraph headings herein are for convenience only, are no part of this Agreement and shall not affect the interpretation of this Agreement.

18. Notices. Any notice permitted or required hereunder to be given or served on any Municipality shall be in writing signed in the name of or on behalf of the Municipality giving or serving the same. Notice shall be deemed to have been received at the time of actual receipt of any hand delivery or three (3) business days after the date of any properly addressed notice sent by mail as set forth below:

Town of Acton
Steven Ledoux, Town Manager
472 Main Street
Acton, MA 01720

Town of Bedford
Richard Reed, Town Manager
10 Mudge Way
Bedford, MA 01730

Town of Concord
Christopher Whelan, Town Manager
Town House, P.O. Box 535
22 Monument Square
Concord, MA 01742

Town of Lexington

Carl F. Valente, Town Manager
1625 Massachusetts Avenue
Lexington, MA 02420

Town of Sudbury

Maureen G. Valente, Town Manager
278 Old Sudbury Road
Sudbury, MA 01776



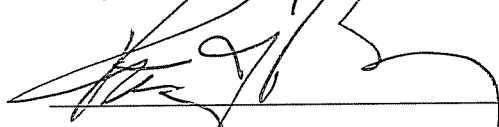
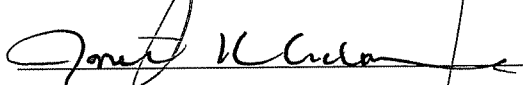
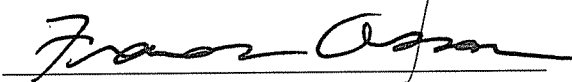
Town of Weston

Donna S. VanderClock, Town Manager
P.O. Box 378
Weston, MA 02493

19. . . Complete Agreement. This Agreement constitutes the entire Agreement between the Municipalities concerning the subject matter hereof, superseding all prior agreements and understandings. There are no other agreements or understandings between the Municipalities concerning the subject matter hereof. Each Municipality acknowledges that it has not relied on any representations by any other Municipality or by anyone acting or purporting to act for another Municipality or for whose actions any other Municipality is responsible, other than the express, written representations set forth herein.

WITNESS OUR HANDS AND SEALS as of the first date written above.

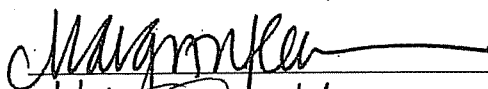

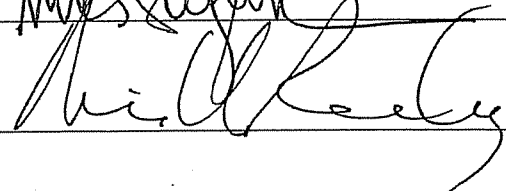

TOWN OF ACTON
By its Board of Selectmen

Attachment: Regional Housing Services IMA FY15 FINAL - fully executed (1345 : RHSD IMA)

WITNESS OUR HANDS AND SEALS as of the first date written above.

TOWN OF BEDFORD
By its Board of Selectmen

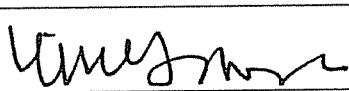





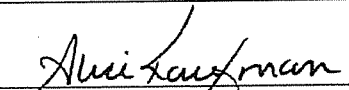
Attachment: Regional Housing Services IMA FY15 FINAL - fully executed (1345 : RHISO IMA)

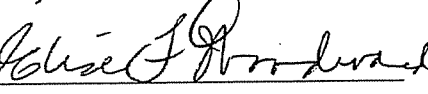
WITNESS OUR HANDS AND SEALS as of the first date written above.

TOWN OF CONCORD
By its Board of Selectmen









Attachment: Regional Housing Services IMA FY15 FINAL - fully executed (1345 : RHSG IMA)

WITNESS OUR HANDS AND SEALS as of the first date written above.

TOWN OF LEXINGTON
By its Board of Selectmen

Deborah A. Manger

Regis Kelley

Norman B. Cohen

Joseph Z. Pato

Michael C. Cinto

Attachment: Regional Housing Services IMA FY15 FINAL - fully executed (1345 : RHSG IMA)

WITNESS OUR HANDS AND SEALS as of the first date written above.

TOWN OF SUDBURY
By its Board of Selectmen

Oliver D. D. D.
Len Amor
LB
Patricia A. Brown
DA (H)

Attachment: Regional Housing Services IMA FY15 FINAL - fully executed (1345 : RHSG IMA)

WITNESS OUR HANDS AND SEALS as of the first date written above.

TOWN OF WESTON
By its Board of Selectmen

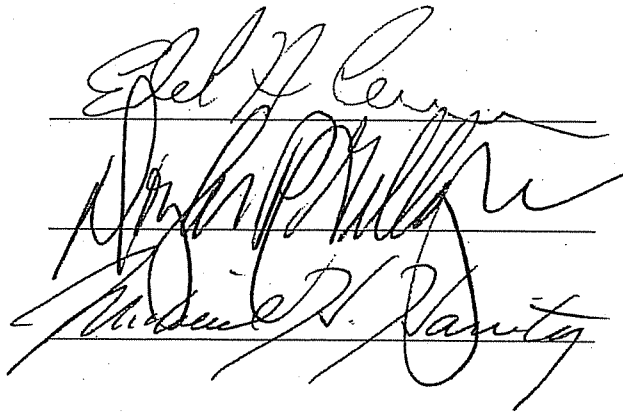


Exhibit A
Core Housing Services

1. Monitoring
 - Monitoring Database of Affordable Housing Developments and residents
 - Annual monitoring of ownership units
 - Annual monitoring of rental developments
 - Reconcile municipal inventory records with the Subsidized Housing Inventory maintained by the Department of Housing and Community Development
 - Add new units to the inventory as required
2. HOME administration
 - Assist in the preparation of the Annual Action Plan and Annual CAPER documents
 - Consult on HOME funded projects
3. Local Support
 - Meet on-site with staff and housing entities
 - Consult on projects
 - Prepare and Review project documents
4. Regional Activities
 - Assist communities with regional linkages
 - Provide programs to residents
 - Administer the Program on behalf of all communities

Exhibit B Fee Structure

The participating municipalities will proportionally share the total cost of operating the Regional Housing Services Office. The proportional share is determined based on the percentage of hours planned to support each municipality for core services as represented in the fee schedule.

	Hours	Pro rata \$	Pro rata %
Acton	370	\$25,090	17%
Bedford	400	\$27,124	18%
Concord	425	\$28,820	19%
Lexington	400	\$27,124	18%
Sudbury	455	\$30,854	21%
Weston	145	\$9,833	7%
total	2,195	\$148,845	100%

This fee structure does not include payment for supplemental services which will be proposed and invoiced outside of this agreement or payment for additional hours in excess of the allotted hours.

REGIONAL HOUSING SERVICES OFFICE

Sudbury Board of Selectmen Update
June 23, 2015



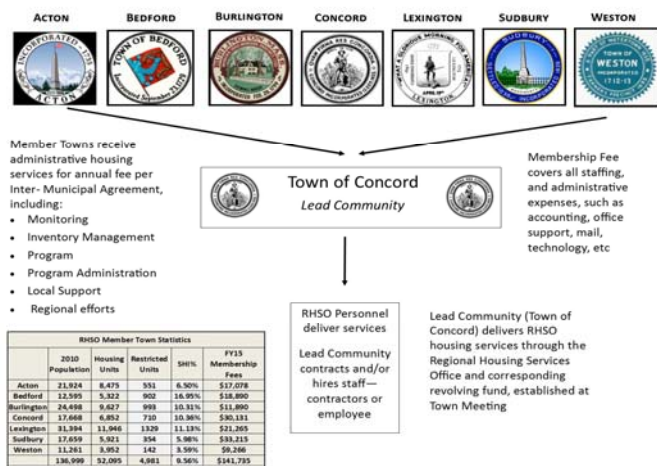
*Regional Agreement between Acton, Bedford, Burlington, Concord,
Lexington, Sudbury, and Weston*

RHSO Update - Agenda

- ☐ FY15 Program Review
- ☐ FY16 Planning
- ☐ IMA Amendment
- ☐ Website Demo
- ☐ Thinking Forward

RHSO Update, June 2015

RHSO Update – Service Model



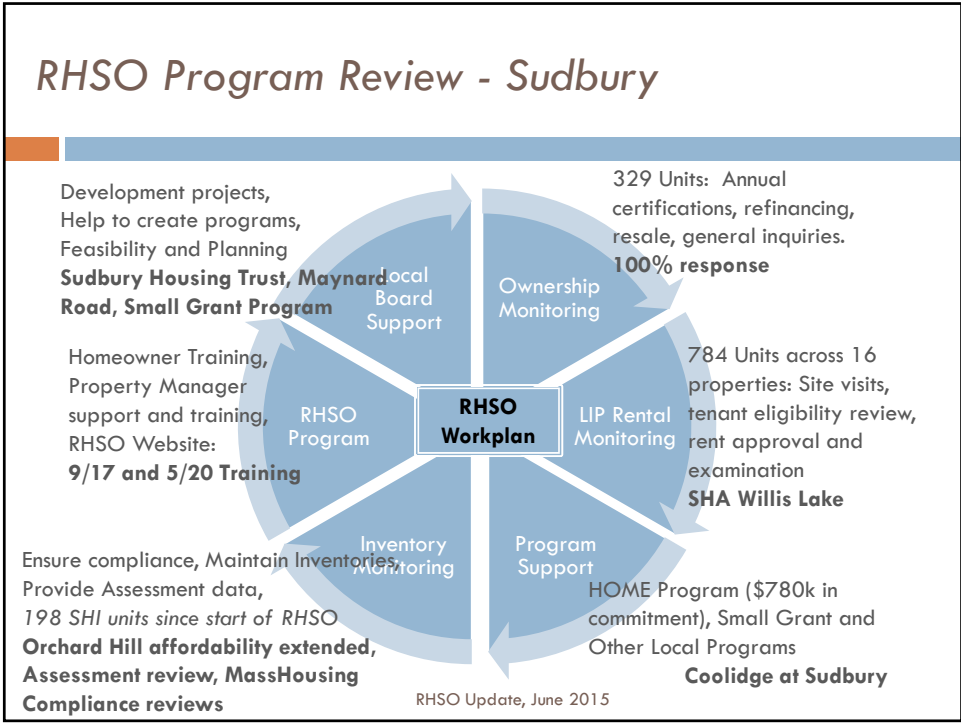
RHSO Update, June 2015

RHSO Inventory Summary

AS OF 4/1	SHI					Rental								Ownership			
	Total Units	#SHI Units	% Subsidized	+/- 10%	Total rental	%affordable	Total affordable rental	PHA	DDS, DMR	For Profit	Town Sponsored	SHI Pipeline		Total	SHI	SHI Pipeline	Local/Moderate
										Affordabl	Market						
Acton	8,475	552	6.51%	-296	498	53%	262	157	27	78	236			64	54	9	1
Bedford	5,322	902	16.95%	370	858	45%	387	100	59	228	471			52	44	2	6
Burlington	9,627	1002	10.41%	39	989	36%	356	107	83	166	633	6		59	13		46
Concord	6,852	718	10.48%	33	668	47%	311	134	34	143	357	4		70	50	1	19
Lexington	11,946	1329	11.13%	134	1,316	49%	644	268	88	251	672	37	10	73	13		60
Sudbury	5,921	354	5.98%	-238	321	89%	286	92	0	194	35			36	33	3	0
Weston	3,952	149	3.77%	-246	124	100%	124	0	0	62	0	62	2	27	25		2
total	52,095	5,006	9.61%	-204	4,774	50%	2,370	858	291	1,122	2,404	99	22	381	232	15	134

- ~5,000 SHI units overall
- ▣ 18% are LIP Units, locally-supported with annual DHCD certification requirements
- ▣ Standardized the Program since RHSO inception

RHSO Update, June 2015



RHSO - Sudbury Specifics

- Sudbury Housing Activities Started in 2006
 - ▢ Formation of Sudbury Housing Trust and Dedicated Staffing – SHI increased from 215 to 354 over that period
- Sudbury Formed RHSO for FY2012, Hosted for 3 years
 - ▢ Award-Winning, Innovative Regional Collaboration; Did Not Change the Level of Service or Financial Commitment for Support

	2008	2009	2010	2011	2012	2013	2014	2015
CPA	-\$46,500	-\$31,200	-\$32,500	-\$36,000	-\$39,000	-\$29,000	-\$14,000	-\$30,000
Trust	-\$5,800	-\$31,000	-\$37,000	-\$35,000	-\$18,000	-\$40,000	-\$46,000	-\$53,000
Total	-\$52,300	-\$62,200	-\$69,500	-\$71,000	-\$57,000	-\$69,000	-\$59,000	-\$83,000
CPA %	89%	50%	47%	51%	65%	42%	24%	36%
Trust%	11%	50%	53%	49%	32%	58%	76%	64%

→ \$11K RHSO
\$27K Lottery Agent
\$15K Maynard Road

- Housing Activities
 - ▢ Trust Programs: Small Grants, Home Preservation, Small Scale Development
 - ▢ Town Activities: HOME Program, Monitoring Agent, Frost Farm, Inventory Support, Assessor Support

RHSO Update, June 2015

RHSO FY16 Budget

	FY15 (amended)					FY16				Versus FY15	
	Budget					Budget				FY15 Hours	FY15 \$
	Amount	Refund for FY14	Net Amount	Hours	% of Total	Amount	Net Amount	Hours	% of Total		
Starting Balance	\$19,000					\$0					
Income											
Action	\$25,090	\$8,012	\$17,078	370	14%	\$25,523.62	\$25,523.62	370	14%	0	\$434
Bedford	\$27,124	\$8,234	\$18,890	400	16%	\$28,972.76	\$28,972.76	420	16%	20	\$1,848
Burlington	\$11,890	\$0	\$11,890	203	8%	\$17,935.52	\$17,935.52	260	10%	57	\$6,046
Concord	\$28,820	(\$1,312)	\$30,131	425	17%	\$31,732.07	\$31,732.07	460	17%	35	\$2,912
Lexington	\$27,124	\$5,860	\$21,265	400	16%	\$28,282.93	\$28,282.93	410	15%	10	\$1,159
Sudbury	\$39,577	(\$2,361)	\$41,938	600	23%	\$41,389.65	\$41,389.65	600	22%	0	\$1,813
Weston	\$9,833	\$567	\$9,266	165	6%	\$11,382.15	\$11,382.15	165	6%	0	\$1,550
Contingency Amounts											
Adjustments/Refunds	(\$19,000)										
Total	\$150,458	\$19,000	\$150,458	2,563	100%	\$185,218.70	\$185,218.70	2,685	100%	122	\$15,761
Expenses											
Staffing	\$149,705			\$58.41		\$165,218.70		\$61.53			
Program expenses	\$4,753					\$5,000.00					
Administrative Cost	\$15,000					\$15,000.00					
Total Expenses	\$169,458		\$0			\$185,218.70					
Ending Balance	\$0					\$0					
Billing Rate	\$66.12					\$68.98					

	Annual Hrs	Annual\$	Weekly Hrs
Manager (BR)	1309	\$88,358	26
Specialist (DG)	600	\$37,500	13
Specialist (LP)	672	\$36,960	14
Assistant	104	\$2,401	2
	2685	\$165,219	54.5

Admin Budget	
Web Hosts	\$2,000
IT Support	\$2,000
Moving	\$3,000
Other	\$8,000
	\$15,000

RHSO Update, June 2015

RHSO Update – FY16 Update

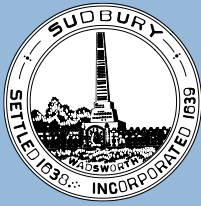
- Inter-Municipal Agreement (IMA) Amendment
 - ▣ Add Burlington, Eliminate Constraints on Communities to be Added
- Continue Programs
 - ▣ Same Level for Sudbury
- Expand Website
 - ▣ WWW.RHSOHousing.ORG

RHSO Update, June 2015

RHSO Update – Summary

- FY15 Goals Achieved:
 - ▣ RHSO Program: Launch Website, Relocate Office, Add New Community
 - ▣ Support Member Communities
- FY16 Goals:
 - ▣ Enhance Website
 - ▣ Continue All Efforts
 - ▣ Other thoughts?

RHSO Update, June 2015



SUDBURY BOARD OF SELECTMEN

Tuesday, June 23, 2015

MISCELLANEOUS (UNTIMED)**5: Melone property**REQUESTOR SECTION

Date of request:

Requestor: chairman

Formal Title: Discussion and vote on whether to authorize Jody Kablack, Director of Planning & Community Development, to procure the services of a qualified environmental engineer to report on the status of the Sperry Rand/Unisys contamination and its impact on the Melone property.

Recommendations/Suggested Motion/Vote: Discussion and vote on whether to authorize Jody Kablack, Director of Planning & Community Development, to procure the services of a qualified environmental engineer to report on the status of the Sperry Rand/Unisys contamination and its impact on the Melone property.

Background Information:
See attached

Financial impact expected:n/a

Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

Patty Golden	Pending
Maryanne Bilodeau	Pending
Barbara Saint Andre	Pending
Charles C. Woodard	Pending
Board of Selectmen	Pending

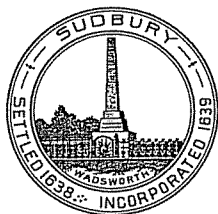
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MEETING NOTES SECTION

Board's action taken:

Follow-up actions required:

- Requestor:
- Board of Selectmen:
- Staff:



Town of Sudbury

Planning and Community Development Department

Jody A. Kablack, Director

Flynn Building
278 Old Sudbury Rd
Sudbury, MA 01776
978-639-3387
Fax: 978-443-0756

<http://www.sudbury.ma.us/services/planning>
kablackj@sudbury.ma.us

TO: Board of Selectmen
FROM: JAK Jody Kablack, Director of Planning and Community Development
RE: Melone Property – Review of documents on contamination
DATE: June 17, 2015

At the request of the Interim Town Manager, due to numerous references on this topic, at both the 2014 and 2015 Annual Town Meetings, as well as at various board and committee meetings over the last 2 years, I have thought about how best to provide the Selectmen and residents with information relative to the contamination issues from the Sperry Rand/Unisys property, and how they may have impacted the Melone property, if at all. There is a tremendous amount of information on file with the MA Dept. of Environmental Protection as the Sperry Rand/Unisys property has been under environmental remediation for over 20 years due to direct discharge of trichloroethylene on the property. This information is voluminous and extremely technical. It is my recommendation to utilize an amount of CPA funds appropriated under Article 33 of the 2014 Annual Town Meeting for the Melone Property Redevelopment Project to have an independent, qualified engineering firm complete a review of the existing environmental documentation to ascertain if there are any known or potential soil or groundwater contaminants that may impede either development on the Melone property, or use of the soil for the proposed Davis Field Redevelopment project.

Article 33 of the 2014 Annual Town Meeting approved \$150,000 to “*complete a Master Plan for the Melone property for development of rental housing which counts towards the Town’s 10% affordable housing goal, as well as complementary and/or accessory open space and recreation uses*”. One of the components of the Master Plan was the preparation of an ASTM (American Society for Testing and Materials) Phase I Site Assessment (draft work plan attached). Phase I Site Assessments are generally used in commercial real estate transactions to identify recognized environmental conditions, most notably, the presence or likely presence of any hazardous substances or petroleum products in, on, or at a property prior to a transfer of ownership. Phase I assessments do not generally include soil or groundwater testing, and rely on information that is readily available or visibly noticeable.

I am not exactly sure we need an ASTM Phase I Assessment, but would like to discuss this with a qualified engineer to develop a scope of work to review all the DEP documentation on the Sperry Rand/Unisys remediation efforts and prepare a summary of the findings from those reports as they relate to the Melone property soil and groundwater.

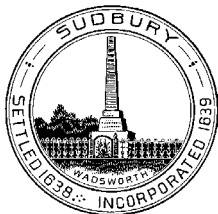
I believe that completing this study is an appropriate use of a portion of the funds from Article 33 of the 2014 Annual Town Meeting, and have confirmed this with Town Counsel. A Phase I Site Assessment was anticipated as one of the action items included in the work plan. Having this information will assist us in planning for any future use of the property for housing, open space or recreation.

Such an assessment will cost in the range of \$5,000 to \$10,000. This type of work is exempt from MGL c. 30B (contracts with engineers and related professionals), so the Board can choose the firm without an RFP or other formal process.

Please let me know if you would like to proceed with this study at this time. I will deliver the scope of work, a cost estimate and a list of recommended firms for the Board’s review prior to procuring services.

Attachment

Attachment: PCD memo Contamination Study 2015 (1336 : Melone property)



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

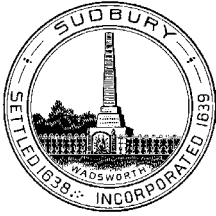
TO: Selectmen
FROM: Chuck Woodard
RE: Melone Redevelopment Process Outline
DATE: December 5, 2013

With the assistance of Jody Kablack and Craig Lizotte from the Planning Board, we have better defined the steps needed to assess this property for private residential development, which I submit for your consideration. The amount of funding needed has also been decreased from the original submission to the CPC.

Request \$150,000 of Community Preservation Act funds to complete tasks 2-7 below:

TASK	Timeline	Responsibility
1. Form Steering Committee to assist in choosing a consultant for the project and guide planning process	July 2014	BOS
2. Develop an RFP and hire a consultant to complete the following tasks. Consultant should have significant and recent experience in the design, permitting and construction of multi-family housing projects in Massachusetts.	Complete in Sept 2014	Steering Comm.
3. Consultant to assist the Town in conducting a public process to involve residents and boards in deciding the best use or uses for the property, including multiple/complementary uses. a. Start with previous studies, board goals and objectives b. Consultant should commence public process with realistic options for development c. Public process to have a defined timeline with a clear end point	Oct-Nov 2015	Consultant/ Steering Com
4. Consultant to identify development constraints of the property and complete preliminary site engineering as outlined below. a. Delineate on site wetland resource areas. b. Complete an ASTM Phase I Site Investigation. c. Prepare Existing Conditions Survey including: property lines, easements and encumbrances, topography to 1' contours, locate wetland resource areas and buffer zones, depict current zoning and zoning setbacks d. Based on the outcome of public process, develop up to three massing diagrams to depict potential development scenarios. For the purposes of this outline, assume that each scenario shall include a mix of multifamily residential (rental), open space and passive and/or active public recreational use. For each of the three options estimate	Nov-Jan 2014	Consultant

Attachment: PCD memo Contamination Study 2015 (1336 : Melone property)



Town of Sudbury

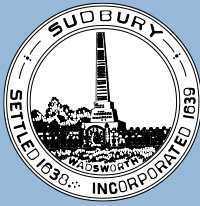
Office of Selectmen
www.sudbury.ma.us

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978-639-3381
Fax: 978-443-0756

Email: selectmen@sudbury.ma.us

<p>rental unit yield.</p> <p>e. For each of the three scenarios develop a matrix listing estimated: water consumption, wastewater generation, traffic generation, fiscal impacts.</p> <p>f. Based on estimated high and low wastewater generation for the three options, outline likely wastewater treatment and disposal requirements and potential impacts, or lack thereof to adjacent public water supply wells. Complete at least 4 field test pits and percolation tests on the Site to estimate soil permeability rate and estimated seasonal high groundwater elevations.</p> <p>g. Based on estimated traffic generation, outline likely front door and off site traffic mitigation required to support the Project.</p> <p>h. For each of the three development scenarios compile a list or matrix of zoning relief required to support the Project.</p>		
5. Consultant shall write a Zoning Overlay District Bylaw for adoption at Town Meeting which permits recommended use for site.	Jan-March 2015	Consultant
6. Town Meeting request for Overlay District Bylaw approval	May 2015	BOS
7. Consultant shall support the Town in preparation of a Request for Proposals for disposition of the land to a developer <ul style="list-style-type: none"> a. Include parameters of development b. Include payment for land, or other non-monetary arrangements/benefits for the Town c. Include any incentives to developer from Town d. Include sample Development Agreement e. Require preliminary plans in responses 	June-July 2015	Consultant/ Steering Com
8. RFP Advertised/Responses reviewed	Sept 2015	Steering Com
9. Developer Chosen	Nov 2015	BOS
10. Negotiate Development Agreements, P&S (or lease), finalize design	March 2016	BOS
11. 2016 Annual Town Meeting Article for Zoning and Land Disposition w/final plans	May 2016	BOS
12. Permitting	June-Oct 2016	Developer
13. Construction	2017	Developer

Attachment: PCD memo Contamination Study 2015 (1336 : Melone property)



SUDBURY BOARD OF SELECTMEN

Tuesday, June 23, 2015

6

MISCELLANEOUS (UNTIMED)

6: Davis Field discussion

REQUESTOR SECTION

Date of request:

Requestor: Chairman

Formal Title: Davis Field discussion with Park & Recreation Commission Chairman James Marotta

Recommendations/Suggested Motion/Vote: Davis Field discussion with Park & Recreation Commission Chairman James Marotta

Background Information:
attached

Financial impact expected:

Approximate agenda time requested: 30 minutes

Representative(s) expected to attend meeting:

Review:

Patty Golden	Pending
Maryanne Bilodeau	Pending
Barbara Saint Andre	Pending
Charles C. Woodard	Pending
Board of Selectmen	Pending

06/23/2015 6:30 PM

MEETING NOTES SECTION

Board's action taken:

Follow-up actions required:

- Requestor:
- Board of Selectmen:
- Staff:

Future agenda date:

Sudbury Park & Recreation Commission Athletic Field Q&A – June 23, 2015

- What are the Park and Recreation Commission's plans in regards to athletic playing fields?

At its June 9, 2015 meeting the Park & Recreation Commission voted 4-0 in favor of the following motion:

"The Commission will continue in efforts to address the Town's playing field shortage. In doing so the Commission will continue to pursue a flat level playing surface at Davis Field as well as construction of a suitable parking lot, but has decided to remove the Little League baseball fields from its plans at Davis Field. In order to address the Little League field shortage the Commission will seek a suitable location for the construction and/or renovation of approximately four usable Little League fields. In the interim the Commission supports all reasonable efforts to maintain playing fields, particularly Little League fields, in playable condition, or better. The Commission looks to address Town's playing field needs as soon as possible."

- What is the Park and Recreation Commission proposing to do at Davis Field how is this different from the project rejected at Town Meeting?

As stated above, the Commission is pursuing a flat level playing surface at Davis Field. The size of the level surface area will likely be smaller than that proposed at Town Meeting as the baseball component has been removed. In addition, the Commission is pursuing a paved parking lot with approximately 150 parking spaces. Ultimately the size of the field and parking area will be dictated by the permitting process.

The adjacent 37.38 acre Davis Farm Conservation Land will remain as Open Space under the purview of the Conservation Commission while Davis Field recreational space under the purview of the Park and Recreation Commission. These are two separate parcels purchased separately in 1970's by the Town with both deeds having restrictions dictating use and purview.

- Who says there is an athletic field shortage?

The Park & Recreation Commission, an elected body, has indicated this for the past 10 years or more. This shortage has been documented by third party experts, first in 2003 and most recently in the 2012 Athletic Fields Needs Assessment & Master Plan Update prepared by Gale Associates. Also, these sentiments are echoed by athletic field user groups such as baseball, soccer and lacrosse. In addition, the Director of the Sudbury Park & Recreation Department has also expressed such concerns, especially since continuing to operate the fields as they have been over the past several years will cause irreparable damage and result in existing fields, primarily at Haskell, to undergo costly renovation. A portion of Haskell Field is currently closed for the spring and fall seasons to avoid such renovations further exacerbating the shortage.

The 2012 Athletic Fields Needs Assessment concluded need and substandard field conditions with 28 percent of Sudbury playing fields below acceptable standards with fields scheduled at 118 percent of sustainable capacity.

Sudbury Park & Recreation Commission Athletic Field Q&A – June 23, 2015

- Why do we need this at all? Population is declining.

Although school age population is declining, recreational demand continue to increase as does the propensity to play. Recreational opportunities specifically for women are increasing through such programs as growth in girls' lacrosse and softball. In addition, non-traditional sports such as Rugby are growing, with LSRHS making Rugby a varsity sport. Sudbury Youth Soccer Association has experienced growth in high school programs. In recent years LSRHS has had upwards of 120 kids tryout for the boys' soccer team, with about half of those kids getting cut. There is also a group of boys and girls who do not tryout for the LS soccer teams realizing it's highly unlikely they'll make the team, but would like to continue to play the sport. Adult recreation continues to grow, but there are limited opportunities to accommodate this growth or provide suitable practice time for existing teams.

- How much of Sudbury's athletic field needs are met by LSRHS?

A substantial amount of field is supplied by LSRHS, particularly multipurpose rectangular fields (MPR). There are three MPR fields at LS. The town is afforded equal use of the Community Field (the football stadium field) via the L-S Community Field Agreement. However, the Town has no right of use or control over the balance of the fields which in turn could be problematic if such use was not continued to be allowed. Currently, both boys and girls lacrosse teams rely almost exclusively on LS fields, particularly the side-by-side turf fields. In addition youth football exclusively uses LS. However, LS is experiencing growth in its programming, particularly club and girls programs. As such, this could reduce field availability for Sudbury recreational programming.

- Dog walkers are against the Davis Field proposal.

There is an active group of dog walkers that use Davis Field for walking their dogs. This activity can continue at Davis Field as it currently does at other Town recreational facilities and parks. As required by Town Bylaws, dogs need to be under control on a leash.

- Who else benefits from this proposal?

Davis Field is a vast open field area that currently is and will continue to be used by Sudbury residents for a variety of uses – dog walking, nature walking, active recreation, radio flyers – everyone who currently uses this area will be able to continue to use it, as well as hopefully new users. P&R envisions the creation of a walking trail around the perimeter of the field that will make it easier to explore the property. When this project is completed, it will have adequate parking to accommodate all these uses, as well as accommodate parking for the proposed Bruce Freeman Rail Trail, which is located less than 500' from the Davis Field parking area.

Sudbury Park & Recreation Commission Athletic Field Q&A – June 23, 2015

- Why disturb Davis - use Melone instead?

As stated on its deed Davis Field was sold to the town “for park and recreation purposes, under management of its Park and Recreation Commission”. Davis Field is an existing recreational field that could better serve the recreational needs of the Town by leveling the field area to provide more space. Doing so would be the most cost effective solution to addressing multi-purpose rectangular field needs in Town. To date, the town has spent considerable monies on engineering and permitting for Davis Field renovations. In total Davis Field is 29.48 acres and currently there is approximately five acres of field space at Davis. The new proposal would increase the playable area to extent allowed via permitting to a maximum of approximately 11 acres. As a comparison, Haskell Field has 20 acres of level playing space.

On the other hand, the Park & Recreation Commission has no jurisdiction over Melone, and the utility of Melone for such a use, although promising, lacks any planning effort beyond theoretical sketches. There are substantial grade changes within the Melone property, and roughly a 70-foot elevation change to the portion of Melone located in Concord. The site also has wetlands and substantial portions of the site fall within wetlands jurisdiction, particularly the Concord portion of the site. Access to the site is also in question given the current location of access on Route 117, particularly in terms of traffic site lines.

The Park and Recreation Commission will be active in discussions on Melone when the Board of Selectmen determines its use.

- Concern for Town doing the work?

Bill Place has planned for years to complete renovations at Davis Field. In doing so he has stockpiled fill at Melone and can utilize Town resources to complete renovations at a substantial cost savings to the town.

- Concern for having Davis off-line for 2 years?

During renovations playing field surfaces will be unavailable for several months, and several months thereafter as grass begins to grow. Thus, for instance, if work commenced in the spring, use of the fields for non-athletic uses should be available, at least in sections, by the fall of that year.

- Concern for traffic. Need a traffic demand study to review impacts during rush hour.

If a traffic study is needed, one will be done as part of the Site Plan approval. However, the traffic issue is one that is likely overstated. Use of Davis Field as athletic fields will occur in the 10 week fall and spring seasons. However, because of the shorten length of daylight hours in the fall the fields would be used substantially less in the Fall. As for rush hour impacts, traffic is heading west with most if not all Davis Field traffic heading east from various Sudbury locations to an athletic event. In addition, some if not most of the vehicles may stay at the field and leaving after peak rush hours, particularly if younger teams are scheduled to practice at these times as parents of younger children tend to stay or be more involved. Thus, there's about a 10 week window in the spring when existing traffic back-up along Route 117 could be exacerbated, but with prudent scheduling much of the negative effect of traffic exiting Davis Field could be minimized.

Sudbury Park & Recreation Commission Athletic Field Q&A – June 23, 2015

- The Town should fix existing fields before creating newcan't we improve the school baseball fields instead of building new?

The Park & Recreation Department and LS Youth Baseball have spent a considerable amount of time and money in attempting to improve school baseball fields. However, most if not all of these fields serve as playgrounds and are overused to the point where on some fields grass doesn't grow. In recent years LS Youth Baseball has spent \$10's of thousands of dollars only see those monies go down the drain a few weeks later as a result of school use after a day of rain or just continued overuse. In addition, some of the school fields have dimensional constraints as well. All of this was documented in the Athletic Fields Needs Assessment & Master Plan Update prepared by Gale Associates.

- Too many unanswered questions?

The Park & Recreation Commission, Park & Recreation Department, the Department of Public Works, the Community Preservation Committee and the Planning Department, among others have spent a considerable amount of time and resources in planning as well as addressing issues raised. Plans have been altered to address issues and the plan current in place, with the exception of perhaps traffic and permitting, has been thoroughly vetted.

- What issues are outstanding?

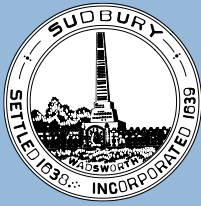
Outstanding issues that remain are germane to permitting and funding. As has been discussed, the Conservation Commission will likely require some type of mitigation with the Parkinson Land being placed under the jurisdiction of the Conservation Commission as suitable mitigation. The Parkinson Land is located behind the Ti-Sales field.

- What is the rush to do this?

We have the opportunity to apply for a \$400,000 state Parkland Acquisitions and Renovations for Communities (PARC) grant, with the application due by July 15, 2015. We had discussed this prior to Town Meeting; however the timing of the grant and the planned date for the work did not coincide. However now the timing works to submit the grant application in the summer and begin the work next spring.

If we are awarded the grant (decision is made in October 2015), the funding needs to be secured by the end of the calendar year. This would necessitate a Special Town Meeting prior to the end of the year. The Park & Rec Commission expects to re-apply to the CPC for funds to complete this project. The PARC grant is a reimbursable grant and the Town needs to fund the entire project before grant funds are issued.

Attachment: QA Davis Field 6-23-2015 (1351 : Davis Field discussion)



SUDBURY BOARD OF SELECTMEN

Tuesday, June 23, 2015

7

MISCELLANEOUS (UNTIMED)

7: Town Counsel Opinion of appointing authority

REQUESTOR SECTION

Date of request:

Requestor: Chairman Brown

Formal Title: Vote to request to release Town Counsel opinion of appointing authority of Library Director

Recommendations/Suggested Motion/Vote: Vote to request to release Town Counsel opinion of appointing authority of Library Director

Background Information:

Financial impact expected: not applicable

Approximate agenda time requested: 5 minutes

Representative(s) expected to attend meeting:

Review:

Patty Golden	Pending
Maryanne Bilodeau	Pending
Barbara Saint Andre	Pending
Charles C. Woodard	Pending
Board of Selectmen	Pending

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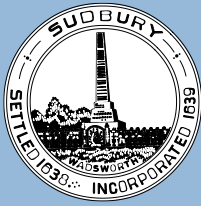
MEETING NOTES SECTION

Board's action taken:

Follow-up actions required:

- Requestor:
- Board of Selectmen:
- Staff:

Future agenda date:



SUDBURY BOARD OF SELECTMEN

Tuesday, June 23, 2015

TIMED ITEM**8: Discuss future agenda items**REQUESTOR SECTION

Date of request:

Requestor: Chairman Brown

Formal Title: Discuss BOS requests for future agenda items.

Recommendations/Suggested Motion/Vote: Discuss BOS requests for future agenda items.

Background Information:
none

Financial impact expected:n/a

Approximate agenda time requested: 10 minutes

Representative(s) expected to attend meeting:

Review:

Patty Golden	Pending
Maryanne Bilodeau	Pending
Barbara Saint Andre	Pending
Charles C. Woodard	Pending
Board of Selectmen	Pending

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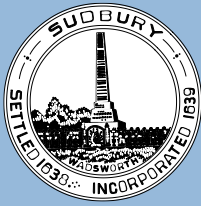
MEETING NOTES SECTION

Board's action taken:

Follow-up actions required:

- Requestor:
- Board of Selectmen:
- Staff:

Future agenda date:

**SUDBURY BOARD OF SELECTMEN**

Tuesday, June 23, 2015

MISCELLANEOUS (UNTIMED)**9: Chair and Vice Chair Responsibilities****REQUESTOR SECTION**

Date of request:

Requestor: Chairman Brown

Formal Title: Discussion and possible vote on responsibilities of Board of Selectmen Chair and Vice-chair, and discussion of general Board member responsibilities.

Recommendations/Suggested Motion/Vote: Discussion and possible vote on responsibilities of Board of Selectmen Chair and Vice-chair, and discussion of general Board member responsibilities.

Background Information:
attached

Financial impact expected:n/a

Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

Patty Golden	Pending
Maryanne Bilodeau	Pending
Barbara Saint Andre	Pending
Charles C. Woodard	Pending
Board of Selectmen	Pending

06/23/2015 6:30 PM

MEETING NOTES SECTION

Board's action taken:

Follow-up actions required:

- Requestor:
- Board of Selectmen:
- Staff:

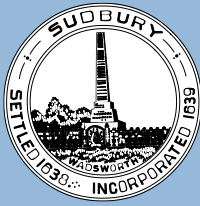
Future agenda date:

BOS Chair Responsibilities

- Calls, cancels, and schedules meetings
- Runs meetings in an evenhanded way, but may delegate responsibility for specific agenda items or special purpose meetings to other board members
- Plans the meetings, including scheduling of agenda items, in consultation with the Vice Chair and Town Manager
- Has periodic meetings with the Vice Chair and Town Manager
- Responsible for keeping the board informed of important developments and information
- Forwards communications to the board, as appropriate, or asks Town Manager to do so
- Signs official documents as Chair, upon approval of the board
- May represent the board ceremonially, as may other board members

BOS Vice Chair Responsibilities

- Fills in for the Chair as needed
- Runs meetings in absence of the Chair, but may delegate responsibility for specific agenda items to other board members
- Assists the Chair, and is consulted by the Chair, in planning the meetings, including scheduling of agenda items
- Meets periodically with the Chair and Town Manager
- Organizes Selectmen's Office Hours
- Organizes fall Town Forum



SUDBURY BOARD OF SELECTMEN

Tuesday, June 23, 2015

MISCELLANEOUS (UNTIMED)**10: Reschedule August 18 BOS meeting**REQUESTOR SECTION

Date of request:

Requestor: Chairman Brown

Formal Title: Due to Board members' vacation schedules, discuss whether to vote to reschedule the August 18 meeting. Also, possibly vote to designate a Board member to be Acting Chair due to the fact that the Chair and Vice-Chair are away on vacation.

Recommendations/Suggested Motion/Vote: Due to Board members' vacation schedules, discuss whether to vote to reschedule the August 18 meeting. Also, possibly vote to designate a Board member to be Acting Chair due to the fact that the Chair and Vice-Chair are away on vacation.

Background Information:

Financial impact expected:n/a

Approximate agenda time requested: 15 minutes

Representative(s) expected to attend meeting:

Review:

Patty Golden	Pending
Maryanne Bilodeau	Pending
Barbara Saint Andre	Pending
Charles C. Woodard	Pending
Board of Selectmen	Pending

06/23/2015 6:30 PM

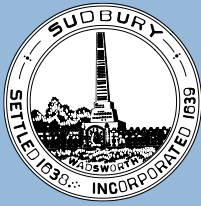
MEETING NOTES SECTION

Board's action taken:

Follow-up actions required:

- Requestor:
- Board of Selectmen:
- Staff:

Future agenda date:



SUDBURY BOARD OF SELECTMEN

Tuesday, June 23, 2015

MISCELLANEOUS (UNTIMED)**11: Listening Project**REQUESTOR SECTION

Date of request: June 19, 2015

Requestor: Chairman

Formal Title: Listening Project - discuss additional recommendations and possible vote on next steps

Recommendations/Suggested Motion/Vote: Listening Project - discuss additional recommendations and possible vote on next steps

Background Information:
Attached documents

Financial impact expected:n/a

Approximate agenda time requested: 15 minutes

Representative(s) expected to attend meeting:

Review:

Patty Golden	Pending
Maryanne Bilodeau	Pending
Barbara Saint Andre	Pending
Charles C. Woodard	Pending
Board of Selectmen	Pending

06/23/2015 6:30 PM

MEETING NOTES SECTION

Board's action taken:

Follow-up actions required:

- Requestor:
- Board of Selectmen:
- Staff:

Future agenda date:

Listening Project Implementation

Bob:

I think the new BOS should go through a focus group conducted by the same people who ran the focus groups for the listening project. I think we need to start listening to people with whom we disagree with curiosity to understand the values and perspectives shaping their opinions and not assign bad intentions to people because they have a viewpoint which is different than ours.

Chuck:

- BOS Retreat
 - 3-4 1 ½ -2 hour morning sessions
 - Posted meetings in the Library meeting room
 - No TV or video recording
 - Use a professional facilitator
- Board member “One on Ones”
 - 15 minutes before the start of office hours?
- Web site
 - Actions and explanations
 - Decisions and explanations
 - File under the relevant department/committee/board and a 30 day rolling list of “recent actions” that has a link on the Town home page
 - Allow posting of questions and provide answers to same for all to see
 - Answers and postings of actions/decisions to be provided by department heads as assigned by the Town Manager and Selectmen as assigned by the Chair
 - Directory of “who to contact”
 - Org Chart
 - No need for a separate Facebook page???
- BOS Council (not specifically mentioned but in the Listening Project spirit)
 - Committee of citizens from various precincts that meets with the Vice Chair periodically to listen and take suggestions on agenda items

Len:

Planning for a retreat as suggested by the Listening Project presenters.

Pat:

Navigator responsibilities:

Citizens bring questions to the Board of Selectmen which boil down to “What is the process to address X? Who do I ask about X?” The navigator finds out and responds. Navigator includes parceling out e-mail and written queries to the BOS for response. “Navigator” counts as an issue in the responsibilities below. To what extent can staff realistically do this?

Communicator responsibilities:

Items come up recurrently (who gets the money for leasing town agricultural land or what is the requirement for a 40B moratorium using the Housing Production Plan, for example) which should be addressed officially on the Town website. There should be an FAQ on many of these

issues, which should be catalogued, reviewed and updated at least annually. “Communicator” counts as an issue in the responsibilities below. Again, to what extent can staff realistically do this?

Board Member responsibilities:

1. To use the capacity of the five-member board, each member should have two or three issues s/he follows (e.g., Raytheon development, Minuteman membership, capital planning, ...) The Selectman actively follows his/her issues and reports to the Board when action is required or major decisions are made (e.g., a running commentary on the proposed budget). This is distinct from liaison responsibilities, which largely consist of communication with boards and commissions.
2. Liaison assignments as required.
3. Respond with availability information!! This is critical during the Town Manager search, and desirable at other times.

Susan:

Board of Selectmen

- Retreat facilitated by consultant, focused on establishing common norms, expectations of process, and ways to enhance collaboration (2A). *High priority.*
 - Consultant should first meet individually with Selectmen and/or conduct facilitated/mediated one-on-one meetings between individual Selectmen
 - Should be as soon as possible, probably separate from and before goal-setting session
 - Probably several short sessions rather than one day; maybe last session for goal-setting or policy prioritization
 - Need to clarify OML parameters
- Ongoing one-on-one meetings among Selectmen (2B)
 - Should be discussed at retreat to determine options/goals for such meetings
 - Should start with *mediated* one-on-one meetings
 - Need to clarify OML parameters
- Social events for Selectmen (2C): Yes!
 - Should occur *after* some of the preliminary work on retreat or mediated one-on-one meetings
 - Maybe informal lunch or dinner in connection with retreat sessions
 - Others: I would like to host board members and spouses for dinner, possibly in the fall.

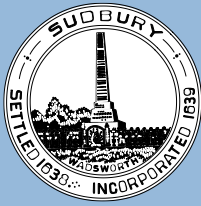
Town Government

- Town media and information coordinator (3C): *High priority* to find some mechanism (such as this position) to add staff capacity for response to public inquiries and to streamline information
 - Access to information is highly valued by citizens
 - Staff currently does not have adequate time in addition to other assignments

- Need central point of contact who can cut across departments and follow up with staff members to make sure timely response provided
 - Function could be shared with SPS
 - Website enhancement: A great deal of information is available now but hard for citizens to access or find specifics (3A)
 - Enhance use of social media (3B)
 - Increase outreach to public
 - Need to clarify OML parameters as to board/committee involvement in responding to public or using social media
- Increase use of Town Forums, surveys, and other tools for input
 - Continue to refine State of the Town forum
 - More issue-specific forums (3D)
 - Town Budget forum before ATM
 - Run another Citizens' Academy session
 - Increased use of citizen task forces for input (and opportunity for low-threshold involvement) (4)
 - Civic Conversations Group (1A): consider forming a group like that proposed or a with an alternative (but related) focus, such as a Town Government Communications Committee
 - Could advise on how to enhance communication or serve as communications or information point of contact
 - Could serve more of an ombudsman/complaint resolution role (3H)
 - Consider conflict resolution training
 - Could advise BOS and other committees re: processes

Questions:

- Nebulous, need to clearly define goals and role
 - Who would staff/organize?
 - Need to find neutral participants
- Clarify process for declarations of conflict of interest (3G): *High priority*. Some clarification needed to help address concerns raised by some members of the public, noted in the report that board members and staff are not acting in good faith.
 - Review and update policies and procedures
 - Obtain legal advice
 - Provide public training
 - Town Meeting: Good time to evaluate practices, BOS should support Moderator Mike Fee's plan for a committee to review Town Meeting.



SUDBURY BOARD OF SELECTMEN

Tuesday, June 23, 2015

MISCELLANEOUS (UNTIMED)**12: Town Counsel Accessibility Policy**REQUESTOR SECTION

Date of request:

Requestor: Chairman Woodard

Formal Title: Discussion and vote on draft policy for accessing Town Counsel services

Recommendations/Suggested Motion/Vote: Discussion and vote on draft policy for accessing Town Counsel services

Background Information:

Continued from 3/10 meeting (see attached and redline copies)

Financial impact expected:n/a

Approximate agenda time requested: 10 minutes

Representative(s) expected to attend meeting: Barbara Saint Andre, Town Counsel

Review:

Patty Golden	Rejected	04/16/2015 4:44 PM
moved to future meeting after ATM		
Maryanne Bilodeau	Pending	
Barbara Saint Andre	Pending	
Charles C. Woodard	Pending	
Board of Selectmen	Pending	06/23/2015 6:30 PM

MEETING NOTES SECTION

Board's action taken:

Follow-up actions required:

- Requestor:
- Board of Selectmen:
- Staff:

Future agenda date:



Policy on Access to Town Counsel and Confidentiality of Attorney-Client Communications

It is the intent of this policy to set forth general guidelines and expectations on the accessibility of Town Counsel to Town boards, commissions and committees, and employees, consistent with the Town of Sudbury general bylaws, the Town charter (the Board of Selectmen-Town Manager Act) and state law. It is not the intent of this policy to explicitly or implicitly deny anyone access to Town Counsel but rather to control and monitor accessibility to Town Counsel, thereby understanding and controlling the cost of legal services.

I. Boards, commissions and committees of the Town of Sudbury

1. Any member of the Board of Selectmen shall have direct access to the Town Counsel for legal opinions.
2. Any member of a board, commission or committee shall have direct access to Town Counsel to request a written opinion or request Town Counsel to attend a meeting of such board, committee or commission, provided that said member obtains a majority vote of said board, committee or commission at a public meeting authorizing the request of such opinion or meeting attendance. After obtaining a majority vote as set forth in the preceding sentence, said request shall be submitted to Town Counsel with a copy to the Town Manager for notification purposes. Boards, commissions, and committees which meet infrequently (once per month or less often) may vote a standing policy that a member may, on behalf of the board, committee or commission, request a written opinion or request Town Counsel to attend a meeting without having a majority vote first. Such a vote of standing policy must be filed with the Town Counsel and Town Manager's office.
3. Should any member of any Board or Committee request an opinion, that request shall be placed on the next agenda for that Board or Committee.
4. Boards, commissions or committees may vote to authorize one member of the Board, commission or committee to communicate directly with Town Counsel on a specific matter they have explicitly voted for that member to have responsibility for. For example, if the Board of Selectmen have appointed one member of the Board to work on a policy item to be considered by the Board, the Board may include in their designation that this includes the ability to seek an opinion from Town Counsel as part of the work to be undertaken by that Board member. Such vote of the board, commission, or committee must clearly reflect an authorization for the Town Counsel to speak directly with less than a quorum of the board, commission or committee on the specific matter. Such a vote must be filed with the Town Counsel and the Town Manager.
5. The chairs or vice-chairs of all boards, committees and commission shall have direct access to Town Counsel to request advice or assistance in preparation of the agenda for an upcoming meeting or for advice regarding chairing an upcoming meeting. They do not need to copy the Town Manager on such inquiries.

6. The chairs or vice-chairs of boards, committees or commissions with the Town shall have direct access to Town Counsel to request advice or assistance prospectively concerning the **Open Meeting Law** codified at G.L. c. 39, section 23B or to receive guidance with respect to the rules governing responses to public records requests. They do not need to copy the Town Manager on such inquiries.
7. Officers of the Town, including all members of boards, commissions and committee requesting **Ethics Opinions** (Conflict of Interest Law) shall have direct access to Town Counsel. They do not need to copy the Town Manager on such inquiries.

II. Town Manager and Town Employees

8. The Town Manager shall have direct access to Town Counsel at all times in relation to her/his duties as Town Manager.
9. Department heads and division heads are encouraged to set up meetings with Town Counsel during regularly established Town Counsel office hours, via an email to Town Counsel with a cc to the Town Manager.
10. Department heads, division heads and other employees shall have email or phone access to Town Counsel as needed for general advice on issues concerning the operation of their offices, but must copy the Town Manager on the request to Town Counsel. If the request involves generation of a written opinion from Town Counsel, Town Manager shall be notified of that request before the opinion is written.
11. Employees of the Town requesting **Ethics Opinions** (Conflict of Interest Law) shall have direct access to Town Counsel. They do not need to copy the Town Manager on such inquiries.

III. Town Meeting Issues

12. Warrant articles for the Annual Town Meeting or Special Town Meetings sponsored by Town boards, committees, commissions or employees shall be drafted by the Town Counsel's office. Sponsors of warrant article(s), excluding petition articles, shall submit draft wording for articles or general background information that Town Counsel will use to write the article, and send it back to the sponsor for signature before submission to the Board of Selectmen's Office.
13. Sponsors of petition articles for Annual or Special Town Meeting may submit draft articles to Town Counsel for legal review and guidance. Town Counsel will not draft articles for petitioners, but will be available for legal review and guidance. To obtain such legal review, draft petition articles must be submitted to the Board of Selectmen's office at least five days before the January 31 due date for article submission. Staff in the Board of Selectmen's office shall forward the draft petition article to Town Counsel for review.
14. Town Counsel's office will write all motions for all articles for Annual or Special Town Meeting, working with the sponsors of all articles as needed in the judgment of Town Counsel.

Adopted by the Sudbury Board of Selectmen on February 24, 2015



Policy on Access to Town Counsel and Confidentiality of Attorney-Client Communications

It is the intent of this policy to set forth general guidelines and expectations on the accessibility of Town Counsel to Town boards, commissions and committees, and employees, consistent with the Town of Sudbury general bylaws, the Town charter (the Board of Selectmen-Town Manager Act) and state law. It is not the intent of this policy to explicitly or implicitly deny anyone access to Town Counsel but rather to control and monitor accessibility to Town Counsel, thereby understanding and controlling the cost of legal services.

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I. Boards, commissions and committees of the Town of Sudbury

1. Any member of the Board of Selectmen shall have direct access to the Town Counsel for legal opinions.
2. Any member of a Chairs-of-all boards, commissions or committees, including the Board of Selectmen, shall have direct access to Town Counsel to request a written opinion or request Town Counsel to attend a meeting of such board, committee or commission, provided that said member chair obtains a majority vote of said board, committee or commission at a public meeting authorizing the request of such opinion or meeting attendance. After obtaining a majority vote as set forth in the preceding sentence, said request shall be submitted to Town Counsel with a copy to the Town Manager for notification purposes. Boards, commissions, and committees which meet infrequently (once per month or less often) may vote a standing policy that a member the Chair may, on behalf of the board, committee or commission, request a written opinion or request Town Counsel to attend a meeting without having a majority vote first. Such a vote of standing policy must be filed with the Town Counsel and Town Manager's office.
- 1.3. Should any member of any Board or Committee request an opinion, that request shall be placed on the next agenda for that Board or Committee.
2. Town Counsel will refer all requests for opinions received from individual members of boards, commissions or committee to the Chair of said committee, who will schedule the request for a vote of the Board, commission or committee on the matter of approving such a request. Town Counsel will copy the Town Manager on all such requests.
- 3.4. Boards, commissions or committees may vote to authorize one member of the Board, commission or committee to communicate directly with Town Counsel on a specific matter they have explicitly voted for that member to have responsibility for. For example, if the Board of Selectmen have appointed one member of the Board to work on a policy item to be considered by the Board, the Board may include in their designation that this includes the ability to seek an opinion from Town Counsel as part of the work to be undertaken by that Board member. Such vote of the board, commission, or committee must clearly reflect an authorization for the Town

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Counsel to speak directly with less than a quorum of the board, commission or committee on the specific matter. Such a vote must be filed with the Town Counsel and the Town Manager.

~~4.5.~~ The chairs or vice-chairs of all boards, committees and commission shall have direct access to Town Counsel to request advice or assistance in preparation of the agenda for an upcoming meeting or for advice regarding chairing an upcoming meeting. They do not need to copy the Town Manager on such inquiries.

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~~5.6.~~ The chairs or vice-chairs of boards, committees or commissions with the Town shall have direct access to Town Counsel to request ~~opinions-advice~~ or ~~information-assistance prospectively~~ concerning the **Open Meeting Law** codified at G.L. c. 39, section 23B or to receive guidance with respect to the rules governing ~~ingment~~ responses to public records requests. They do not need to copy the Town Manager on such inquiries.

~~6.7.~~ Officers of the Town, including all members of boards, commissions and committee requesting **Ethics Opinions** (Conflict of Interest Law) shall have direct access to Town Counsel. They do not need to copy the Town Manager on such inquiries.

II. Town Manager and Town Employees

~~7.8.~~ The Town Manager shall have direct access to Town Counsel at all times in relation to her/his duties as Town Manager.

~~8.9.~~ Department heads and division heads are encouraged to set up meetings with Town Counsel during regularly established Town Counsel office hours, via an email to Town Counsel with a cc to the Town Manager.

~~9.10.~~ Department heads, division heads and other employees shall have email or phone access to Town Counsel as needed for general advice on issues concerning the operation of their offices, but must copy the Town Manager on the request to Town Counsel. If the request involves generation of a written opinion from Town Counsel, Town Manager shall be notified of that request before the opinion is written.

~~10.11.~~ Employees of the Town requesting **Ethics Opinions** (Conflict of Interest Law) shall have direct access to Town Counsel. They do not need to copy the Town Manager on such inquiries.

III. Town Meeting Issues

~~11.12.~~ Warrant articles for the Annual Town Meeting or Special Town Meetings sponsored by Town boards, committees, commissions or employees shall be drafted by the Town Counsel's office. Sponsors of warrant article(s), excluding petition articles, shall submit draft wording for articles or general background information that Town Counsel will use to write the article, and send it back to the sponsor for signature before submission to the Board of Selectmen's Office.

~~12.13.~~ Sponsors of petition articles for Annual or Special Town Meeting may submit draft articles to Town Counsel for legal review and guidance. Town Counsel will not draft articles for petitioners, but will be available for legal review and guidance. To obtain such legal review, draft petition articles must be submitted to the Board of Selectmen's office at least five days before

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the January 31 due date for article submission. Staff in the Board of Selectmen's office shall forward the draft petition article to Town Counsel for review.

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~~13,14.~~ Town Counsel's office will write all motions for all articles for Annual or Special Town Meeting, working with the sponsors of all articles as needed in the judgment of Town Counsel.

IV. Confidentiality of Attorney-Client Communications

~~The attorney-client privilege shields from the view of third parties all confidential communications between a client and its attorney undertaken for the purpose of obtaining legal advice. As a matter of policy, the Board of Selectmen hereby requires that the confidentiality of communications between town officials, departments, boards, and committees, and Town Counsel and Special Town Counsel be maintained and preserved. The scope of privileged communications includes communications from Town officials, departments, boards or employees seeking legal advice, as well as opinions and advice received from Town Counsel or Special Town Counsel, whether in formal written opinions, email, in person, or by telephone.~~

Commented [B1]: this gag rule should be stricken. you cannot have it both ways. you cannot say individual members have no access to legal opinions and individual members also cannot discuss the lack of legal support they are getting. each individual communication should be marked confidential or with the appropriate mark. this broad sweeping clause is not good government. We need transparency in Sudbury and this is not transparency.

~~The attorney-client privilege belongs to the Town of Sudbury, acting through its Board of Selectmen. The Board of Selectmen is the chief policy-making body of the Town and is responsible, in conjunction with Town Counsel, for managing the legal affairs of the Town. Accordingly, only the Board of Selectmen, acting as a Board at a duly noticed meeting, is authorized to waive the attorney-client privilege on behalf of the Town. Should any town official, department, board, or committee believe that it is in the best interests of the Town to waive the attorney-client privilege with respect to any privileged attorney-client communication received from Town Counsel or Special Town Counsel, they should request to discuss the matter with the Board of Selectmen in executive session to obtain a vote by the Board of Selectmen as to whether or not said privileged communication may be released. No town official, department, board or committee is permitted on his or her or its own volition to release any confidential attorney-client communications to third parties or otherwise purport to waive the Town's attorney-client privilege.~~

Adopted by the Sudbury Board of Selectmen on ~~February 24~~March 10, 2015



Policy on Access to Town Counsel and Confidentiality of Attorney-Client Communications

It is the intent of this policy to set forth general guidelines and expectations on the accessibility of Town Counsel to Town boards, commissions and committees, and employees, consistent with the Town of Sudbury general bylaws, the Town charter (the Board of Selectmen-Town Manager Act) and state law. It is not the intent of this policy to explicitly or implicitly deny anyone access to Town Counsel but rather to control and monitor accessibility to Town Counsel, thereby understanding and controlling the cost of legal services.

I. Boards, commissions and committees of the Town of Sudbury

1. Any member of the Board of Selectmen may request a written opinion of Town Counsel by submitting a written request for same to the Chair of the Board of Selectmen who shall forward such written request to Town Counsel within five business days, and shall provide a copy of such request to the Town Manager. Town Counsel's responses to such written request shall be sent to all members of the Board of Selectmen and shall be confidential until released by the Board of Selectmen.*
2. Except for Ethics Opinions, any member of the Board of Selectmen who wishes to speak with town counsel for any purpose, or otherwise communicate with town counsel, such as by letter or email, shall notify the Board of Selectmen of such intent before such communication takes place, and it shall be placed on the agenda for the next Board of Selectmen public meeting. If a majority of the Board of Selectmen vote such communication, it may proceed. If such communication occurs Town Counsel and the requesting Selectman shall each, separately and without consultation with each other, provide a written summary of such communication to the Board of Selectmen within five business days of such communication. In the case of an exclusively email communication, a copy of the entire email thread shall suffice as the written summary.* All such communications shall be confidential until released by the Board of Selectmen.

*The record keeping and public record disclosure requirements of Massachusetts law, the Massachusetts Freedom of information act, as well as the need for openness and transparency in governance are the foundations for these policy provisions.

3. Town Counsel will refer all requests for opinions received from individual members of boards, commissions or committee to the Chair of said committee, who will schedule the request for a

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Deleted: <#>Chairs of all boards, commissions or committees, including the Board of Selectmen, shall have direct access to Town Counsel to request a written opinion or request Town Counsel to attend a meeting of such board, committee or commission, provided that said chair obtains a majority vote of said board, committee or commission at a public meeting authorizing the request of such opinion or meeting attendance. After obtaining a majority vote as set forth in the preceding sentence, said request shall be submitted to Town Counsel and a copy to the Town Manager for notification purposes. Boards, commissions, and committees which meet infrequently shall have a standing policy that the Chair may, on behalf of the board, committee or commission, request a written opinion of Town Counsel to attend a meeting without having a majority vote first. Such a vote of standing policy must be filed with Town Counsel and Town Manager's office. ¶

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vote of the Board, commission or committee on the matter of approving such a request. Town Counsel will copy the Town Manager on all such requests.

4. Boards, commissions or committees may vote to authorize one member of the Board, commission or committee to communicate directly with Town Counsel on a specific matter they have explicitly voted for that member to have responsibility for. For example, if the Board of Selectmen have appointed one member of the Board to work on a policy item to be considered by the Board, the Board may include in their designation that this includes the ability to seek an opinion from Town Counsel as part of the work to be undertaken by that Board member. Such vote of the board, commission, or committee must clearly reflect an authorization for the Town Counsel to speak directly with less than a quorum of the board, commission or committee on the specific matter. Such a vote must be filed with the Town Counsel and the Town Manager.
5. The chairs or vice-chairs of all boards, committees and commission shall have direct access to Town Counsel to request advice or assistance in preparation of the agenda for an upcoming meeting or for advice regarding chairing an upcoming meeting. They do not need to copy the Town Manager on such inquiries.
6. The chairs or vice-chairs of boards, committees or commission with the Town shall have direct access to Town Counsel to request opinions or information concerning the **Open Meeting Law** codified at G.L. c. 39, section 23B or to receive guidance with respect to the rules government responses to public records requests. They do not need to copy the Town Manager on such inquiries.
7. Officers of the Town, including all members of boards, commissions and committee requesting **Ethics Opinions** (Conflict of Interest Law) shall have direct access to Town Counsel. They do not need to copy the Town Manager on such inquiries.

II. Town Manager and Town Employees

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9. Department heads and division heads are encouraged to set up meetings with Town Counsel during regularly established Town Counsel office hours, via an email to Town Counsel with a cc to the Town Manager.
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11. Employees of the Town requesting **Ethics Opinions** (Conflict of Interest Law) shall have direct access to Town Counsel. They do not need to copy the Town Manager on such inquiries.

III. Town Meeting Issues

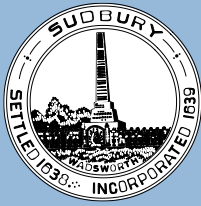
12. Warrant articles for the Annual Town Meeting or Special Town Meetings sponsored by Town boards, committees, commissions or employees shall be drafted by the Town Counsel's office. Sponsors of warrant article(s), excluding petition articles, shall submit draft wording for articles or general background information that Town Counsel will use to write the article, and send it back to the sponsor for signature before submission to the Board of Selectmen's Office.
13. Sponsors of petition articles for Annual or Special Town Meeting may submit draft articles to Town Counsel for legal review and guidance. Town Counsel will not draft articles for petitioners, but will be available for legal review and guidance. To obtain such legal review, draft petition articles must be submitted to the Board of Selectmen's office at least five days before the January 31 due date for article submission. Staff in the Board of Selectmen's office shall forward the draft petition article to Town Counsel for review.
14. Town Counsel's office will write all motions for all articles for Annual or Special Town Meeting, working with the sponsors of all articles as needed in the judgment of Town Counsel.

IV. Confidentiality of Attorney-Client Communications

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The attorney-client privilege belongs to the Town of Sudbury, acting through its Board of Selectmen. The Board of Selectmen is the chief policy making body of the Town and is responsible, in conjunction with Town Counsel, for managing the legal affairs of the Town. Accordingly, only the Board of Selectmen, acting as a Board at a duly noticed meeting, is authorized to waive the attorney-client privilege on behalf of the Town. Should any town official, department, board, or committee believe that it is in the best interests of the Town to waive the attorney-client privilege with respect to any privileged attorney-client communication received from Town Counsel or Special Town Counsel, they should request to discuss the matter with the Board of Selectmen in executive session to obtain a vote by the Board of Selectmen as to whether or not said privileged communication may be released. No town official, department, board or committee is permitted on his or her or its own volition to release any confidential attorney-client communications to third parties or otherwise purport to waive the Town's attorney-client privilege.

Adopted by the Sudbury Board of Selectmen on February 24, 2015



SUDBURY BOARD OF SELECTMEN

Tuesday, June 23, 2015

MISCELLANEOUS (UNTIMED)**13: Jon Wortmann discussion**REQUESTOR SECTION

Date of request: June 19, 2015

Requestor: Chairman Brown

Formal Title: Discussion and vote whether to request taping the June 29 meeting with Jon Wortmann

Recommendations/Suggested Motion/Vote: Discussion and vote whether to request taping the June 29 meeting with Jon Wortmann

Background Information:

Financial impact expected:n/a

Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

Patty Golden	Pending
Maryanne Bilodeau	Pending
Barbara Saint Andre	Pending
Charles C. Woodard	Pending
Board of Selectmen	Pending

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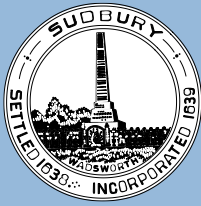
MEETING NOTES SECTION

Board's action taken:

Follow-up actions required:

- Requestor:
- Board of Selectmen:
- Staff:

Future agenda date:



SUDBURY BOARD OF SELECTMEN

Tuesday, June 23, 2015

CONSENT CALENDAR ITEM**14: Tennis Courts resurfacing approval**REQUESTOR SECTION

Date of request:

Requestor: Park & Rec

Formal Title: Vote to approve award by the Interim Town Manager of a contract for Tennis Court Resurfacing at Feeley Field and to execute any documents relative thereto, subject to review by Town Counsel.

Recommendations/Suggested Motion/Vote: Vote to approve award by the Interim Town Manager of a contract for Tennis Court Resurfacing at Feeley Field and to execute any documents relative thereto, subject to review by Town Counsel.

Background Information:

Bids for resurfacing and crack repair of 6 courts due 7/2/15 and, if awarded, work is expected to take place on or before August 3. Documents prepared by Town Counsel's Office.

Financial impact expected:

Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

Patty Golden	Pending
Maryanne Bilodeau	Pending
Barbara Saint Andre	Pending
Charles C. Woodard	Pending
Board of Selectmen	Pending

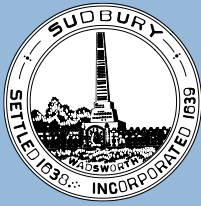
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MEETING NOTES SECTION

Board's action taken:

Follow-up actions required:

- Requestor:
- Board of Selectmen:
- Staff:



SUDBURY BOARD OF SELECTMEN

Tuesday, June 23, 2015

CONSENT CALENDAR ITEM**15: Approve minutes from 4/14/15 and 6/9/15**REQUESTOR SECTION

Date of request:

Requestor: Chairman Brown

Formal Title: Vote to approve the regular and executive session minutes of 4/14/15, and the executive session minutes of the joint meeting with Conservation Commission of 6/9/15.

Recommendations/Suggested Motion/Vote: Vote to approve the regular and executive session minutes of 4/14/15, and the executive session minutes of the joint meeting with Conservation Commission of 6/9/15.

Background Information:

Attached drafts

Financial impact expected:

Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

Patty Golden	Pending
Maryanne Bilodeau	Pending
Barbara Saint Andre	Pending
Charles C. Woodard	Pending
Board of Selectmen	Pending

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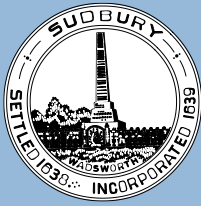
MEETING NOTES SECTION

Board's action taken:

Follow-up actions required:

- Requestor:
- Board of Selectmen:
- Staff:

Future agenda date:



SUDBURY BOARD OF SELECTMEN

Tuesday, June 23, 2015

CONSENT CALENDAR ITEM**16: George J. Raymond Scholarship Fund Disbursement**REQUESTOR SECTION

Date of request:

Requestor: Bella Wong

Formal Title: Vote to approve the disbursement of \$1,000 from the George J. Raymond Scholarship Fund to the 2014-2015 academic school year recipient Ruiyi Gao, as requested by Lincoln-Sudbury Regional High School Superintendent, Bella Wong.

Recommendations/Suggested Motion/Vote: Vote to approve the disbursement of \$1,000 from the George J. Raymond Scholarship Fund to the 2014-2015 academic school year recipient Ruiyi Gao, as requested by Lincoln-Sudbury Regional High School Superintendent, Bella Wong.

Background Information:

Please see attached letter from LSRHS and Treasurer/Collector

Financial impact expected:\$1,000 from the fund

Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

Patty Golden	Pending
Maryanne Bilodeau	Pending
Barbara Saint Andre	Pending
Charles C. Woodard	Pending
Board of Selectmen	Pending

06/23/2015 6:30 PM

MEETING NOTES SECTION

Board's action taken:

Follow-up actions required:

- Requestor:
- Board of Selectmen:
- Staff:

Future agenda date:

LINCOLN SUDBURY REGIONAL SCHOOL DISTRICT
390 LINCOLN ROAD
SUDBURY, MASSACHUSETTS 01776-1409

BELLA T. WONG
SUPERINTENDENT/PRINCIPAL

May 15, 2015

Board of Selectmen
Town of Sudbury
Flynn Building
Sudbury, MA 01776



CONTACT:
BELLA_WONG@LSRHS.NET
978-443-9961 • EXT 2373
FAX 978-443-8824

Dear Gentlemen:

Lincoln-Sudbury Regional High School recommends that the Board of Selectmen award the Raymond Scholarship for 2015 to Ruiyi Gao, a 2014 graduate of L-S. Ruiyi was a top student at L-S and has just finished her first year at Yale University.

At Yale University, Ruiyi enjoyed studying many interesting and challenging courses ranging from Multivariable Calculus to Childhood, Self and Society (an English course). Based on the courses she taken so far, she is planning on a double major in Molecular Cellular and Developmental Biology (MCDB) and Economics. Ruiyi believes that the main drivers of public health are socioeconomic inequalities and proper implementation of medical care rather than specific medical interventions. Ruiyi still intends to pursue a career in medicine, but would also like to be involved in shaping public health initiatives to improve the health of whole populations.

Outside the classroom, Ruiyi is a writer for the Yale Scientific Magazine and serves on its masthead as the coordinator of contest outreach for its outreach group, Synapse. She also leads a local Girl Scout troop. Ruiyi has been a girl scout since kindergarten and was recently awarded a lifetime membership to the organization. She is a part of a finance group and works on the Yale Global Health Review. This summer, Ruiyi will be a corporate business intern in New York City for Santander Bank.

Ruiyi is an exceptional student with a strong desire to be challenged and the desire and energy to make a difference. She is a wonderful candidate for the Raymond Scholarship for 2015.

Thank you for your consideration of this recommendation.

Sincerely,

Bella Wong
Superintendent/Principal

RECEIVED
BOARD OF SELECTMEN
SUDBURY, MA
2015 JUN 12 A 10:28

Golden, Patricia

From: Connor, Melinda
Sent: Wednesday, June 17, 2015 9:58 AM
To: Golden, Patricia
Subject: Raymond Scholarship Information

Patty,

LSRHS has provided the Board of Selectmen with a letter regarding this year's Raymond Scholarship recipient.

The scholarship is awarded each year to a recent graduate of LSRHS such that the recipient is able to fulfill all of the requirements which include one or more successful semesters at a college or university.

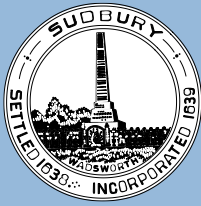
Ruiyi Gao is this year's recipient, graduating from LSRHS in 2014 and has just finished her first year at Yale University.

Once the Selectmen have accepted the request, the voucher will be submitted for payment.

Thank you,
Melinda

Melinda Connor
Acting Treasurer/Collector
278 Old Sudbury Road
Sudbury, MA 01776
978-639-3378
connorm@sudbury.ma.us

Attachment: Memo_Treasurer (1387 : George J. Raymond Scholarship Fund Disbursement)



SUDBURY BOARD OF SELECTMEN

Tuesday, June 23, 2015

CONSENT CALENDAR ITEM**17: Semple appointment to Fairbank Task Force**REQUESTOR SECTION

Date of request:

Requestor: Susan Berry

Formal Title: Vote to appoint Bryan Semple, 15 Revere Street, as the Finance Committee representative to the Fairbank Community Center Task Force, for a term ending 5/31/16, as recommended by Susan Berry, Finance Committee chair.

Recommendations/Suggested Motion/Vote: Vote to appoint Bryan Semple, 15 Revere Street, as the Finance Committee representative to the Fairbank Community Center Task Force, for a term ending 5/31/16, as recommended by Susan Berry, Finance Committee chair.

Background Information:

Financial impact expected:n/a

Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

Patty Golden	Pending
Maryanne Bilodeau	Pending
Barbara Saint Andre	Pending
Charles C. Woodard	Pending
Board of Selectmen	Pending

06/23/2015 6:30 PM

MEETING NOTES SECTION

Board's action taken:

Follow-up actions required:

- Requestor:
- Board of Selectmen:
- Staff:

Future agenda date:

Golden, Patricia

From: Pat Brown <patbrownian@me.com>
Sent: Thursday, June 18, 2015 5:02 PM
To: Golden, Patricia; Bilodeau, Maryanne
Cc: Kablack, Jody; Susan Berry
Subject: Re: FinCom Task Force Selections, CPC member, Fairbank Community Center Task Force

OK. Could we have an item on the June 23 BoS Agenda (Consent Calendar) appointing Bryan Semple to the Fairbank Community Center Study Task Force as requested by the Finance Committee? Susan, let me know if there is some reason we should not move ahead with this.

Thank you for doing my research for me, Jody.

Pat

On Jun 18, 2015, at 4:58 PM, Kablack, Jody <KablackJ@sudbury.ma.us> wrote:

Bryan needs to be appointed by the BOS.

Fairbank Community Center Study Task Force
 Town of Sudbury
 Voted to establish November 7, 2012 by the Sudbury Board of Selectmen Amended March 12, 2013
 Amended March 12, 2013
 Amended May 20, 2014,

Membership:

The Task Force shall be appointed by the Board of Selectmen and shall be comprised of:

1. One member of the Board of Selectmen
2. One member of the Park and Recreation Commission
3. One member of the Council on Aging
4. One member of the Sudbury Public School Committee
5. Two members of the Permanent Building Committee
6. The Combined Facilities Director
7. One member of the Finance Committee
8. Three non-committee citizen members

Jody Kablack
 Director of Planning and Community Development
 Town of Sudbury
 278 Old Sudbury Road
 Sudbury, MA 01776
 978-639-3387

From: Kablack, Jody
Sent: Thursday, June 18, 2015 4:56 PM
To: 'Pat Brown'; Bilodeau, Maryanne; Susan Berry

Attachment: Memo_FinCom_appt (1393 : Semple appointment to Fairbank Task Force)

Cc: Golden, Patricia

Subject: RE: FinCom Task Force Selections, CPC member, Fairbank Community Center Task Force

From our General Bylaws:

ARTICLE XXIX
COMMUNITY PRESERVATION COMMITTEE
SECTION 1. ESTABLISHMENT

There is hereby established a Community Preservation Committee consisting of nine (9) voting members pursuant to MGL Chapter 44B. The composition of the Committee, the appointment authority and the term of office for the Committee members shall be as follows:

One member of the Conservation Commission as designated by the Commission for a term of three years.

One member of the Sudbury Historical Commission as designated by the Commission for an initial term of two years and thereafter for a term of three years.

One member of the Planning Board as designated by the Board for a term of three years.

One member of the Park and Recreation Commission as designated by the Commission for an initial term of one year and thereafter for a term of three years.

One member of the Sudbury Housing Authority as designated by the Authority for an initial term of two years and thereafter for a term of three years.

One member of the Finance Committee as designated by the Committee for an initial term of one year and thereafter for a term of three years.

One member of the Board of Selectmen as designated by the Board for a term of three years.

Two members who are Sudbury residents, to be appointed by the Board of Selectmen, one member to be appointed for a term of one year and thereafter for a term of three years, and one member to be appointed for a term of two years and thereafter for a term of three years.

Should any of the Commissions, Boards, Committees or Authorities who have appointment authority under this Section be no longer in existence for whatever reason, the appointment authority for that Commission, Board, Committee or Authority shall become the responsibility of the Board of Selectmen.

Jody Kablack
Director of Planning and Community Development
Town of Sudbury
278 Old Sudbury Road
Sudbury, MA 01776
978-639-3387

From: Pat Brown [<mailto:patbrownian@me.com>]

Sent: Thursday, June 18, 2015 4:51 PM

To: Bilodeau, Maryanne; Kablack, Jody; Susan Berry

Subject: Fwd: FinCom Task Force Selections, CPC member, Fairbank Community Center Task Force

Hi, all.

Last night at the CPC meeting I mentioned that Fred Floru had been appointed to CPC by FinCom—but that the BoS still needs to approve him. Jody said that FinCom appoints its own member to CPC and the BoS isn't involved.

I'm sorry; I'm heaving this one over the wall. Could someone track down what has to happen?

If the BoS must approve, then can this appointment (and Bryan Semple's to the Fairbank Community Center Task Force) get on the Consent Calendar of the June 23 BoS agenda? If the BoS need not approve, then please ignore me.

Just let me know.

Thanks.

Pat

Begin forwarded message:

From: Susan Berry <namaberry@gmail.com>
Subject: FinCom Task Force Selections, etc.
Date: June 16, 2015 at 6:31:57 AM EDT
To: Pat Brown <patbrownian@me.com>
Cc: "Bilodeau, Maryanne" <BilodeauM@sudbury.ma.us>, Bill Kneeland <W.Kneeland@neu.edu>

Hi Pat,

Last night the FinCom reelected me as Chair, and selected Fred Floru and me to serve on the Budget Strategies Task Force.

We also made a couple of other selections that the BoS need to ratify: Fred Floru to the CPC and Bryan Semple to the Fairbank Community Center Study Task Force.

Finally, we voted to have Bill Kneeland continue on the VEOC and Joan Carlton will continue on the Capital Funding Committee.
 Susan

Attachment: Memo_FinCom_appt (1393 : Semple appointment to Fairbank Task Force)