

SUDBURY BOARD OF SELECTMEN
TUESDAY MARCH 26, 2019
6:00 PM, TOWN HALL - LOWER LEVEL

Item #	Time	Action	Item
	6:00 PM		CALL TO ORDER
EXECUTIVE SESSION			
1.	6:00 PM	<i>VOTE</i>	Vote to immediately enter Executive Session to consider 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 public body (Camp Sewataro) pursuant to General Laws chapter 30A, §21(a)(6).
2.		<i>VOTE</i>	Vote to close Executive Session and resume Open Session.
	7:00 PM		Opening remarks by Chairman
			Reports from Town Manager
			Reports from Selectmen
			Citizen's comments on items not on agenda
TIMED ITEMS			
3.	7:10 PM	<i>VOTE</i>	Interview candidate for the Sudbury Historical Commission. Following interview, vote whether to approve the Town Manager appointment of Diana Cebra, 20 Metacomet Way, to the Historical Commission for a term ending 5/31/2022.
4.	7:20 PM	<i>VOTE</i>	Vote whether to authorize the Town Manager to sign the HOME Project Funding Agreement and the Affordable Housing Restriction required to undertake this project. Liz Rust of RHSO to attend.
5.	7:30 PM	<i>VOTE</i>	Open joint meeting with Finance Committee to discuss town budget recommendations and Town Meeting articles.
6.	8:00 PM	<i>VOTE</i>	Close joint meeting with Finance Committee.
MISCELLANEOUS			
7.			Discussion on Camp Sewataro
8.		<i>VOTE</i>	Discussion and vote whether to approve the regular session minutes of January 22, 2019 as amended by Selectman Simon, and whether to incorporate edits provided by other Board members.

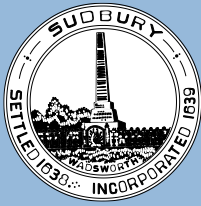
These agenda items are those reasonably anticipated by the Chair which may be discussed at the meeting. Not all items listed may in fact be discussed and other items not listed may also be brought up for discussion to the extent permitted by law.

Item #	Time	Action	Item
9.			Discuss list of priorities to be discussed with Legislators at the April 9 Board meeting.
10.			Discussion on Town Manager evaluation.
11.		<i>VOTE</i>	Review Annual Town Meeting articles, take positions on articles, and assign motions and presentations.
12.			Citizens' comments (cont)
13.			Discuss upcoming agenda items
CONSENT CALENDAR			
14.		<i>VOTE</i>	Vote to accept the awarded EEA grant funding of \$33,000 for Municipal Vulnerability Preparedness Plan development to be spent by June 30, 2019.
15.		<i>VOTE</i>	Vote to accept the awarded MEMA/FEMA grant funding of \$17,000 to update the Hazard Mitigation Plan to be spent by June 2020.
16.		<i>VOTE</i>	Vote to approve Contract with Horsley Witten for \$50,000 for the development of the Municipal Vulnerability Preparedness Plan and Hazard Mitigation Plan Update to be completed by June 2020.
17.		<i>VOTE / SIGN</i>	Pursuant to the provisions of G.L. c. 83, §4, Article XII s. 3 of the Sudbury General Bylaws, and any other enabling authority, vote to accept the Grant of Easement set forth in the document entitled “DECLARATION OF RESTRICTIVE COVENANTS AND GRANT OF EASEMENT REGARDING STORMWATER MANAGEMENT SYSTEM” granted by Gary Artie Bennos for stormwater system maintenance purposes upon the property shown as “Plan of Property Combining Parcels A and C, Indian Ridge Road, Sudbury Mass” by Schofield Brothers LLC, dated March 6, 2017 that is recorded with the Middlesex South Registry of Deeds in Plan Book 2017, Page 402.
18.		<i>VOTE / SIGN</i>	As the Licensing Authority for the Town of Sudbury, vote to renew a billiards table license for the American Legion Sudbury Post #191, Inc., Phillip M. McKenzie, Manager, 676 Boston Post Road, through May 1, 2020. Current license expires on May 1, 2019.
19.		<i>VOTE / SIGN</i>	Vote to grant a 1-day All Alcohol license to Goodnow Library Foundation, Inc, to accommodate a Goodnow Open on Saturday, April 27, 2019 from 7:00 PM to 10:00 PM at Goodnow Library, 21 Concord Rd, subject to the use of a TIPS-trained bartender and a receipt of a Certificate of Liability.
20.		<i>VOTE</i>	Vote to Grant a Special Permit to the Charles River Wheelers, to hold the “Spring Century Ride - Climb to the Clouds” on Sunday, May 19, 2019, from 7:00 A.M. through approximately 3:00 P.M., subject to compliance with conditions outlined by the Police and Fire Departments, DPW and Park and Recreation, subject to receipt of a certificate of liability.
21.		<i>VOTE</i>	Vote to approve the Selectmen's submission to the 2018 Annual Town Report.

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
22.		<i>VOTE</i>	Vote to approve the regular session minutes of 2/26/19 and 2/28/19.

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

**SUDBURY BOARD OF SELECTMEN**

Tuesday, March 26, 2019

EXECUTIVE SESSION**1: Exec Session to discuss Sewataro****REQUESTOR SECTION**

Date of request:

Requested by: Patty Golden

Formal Title: Vote to immediately enter Executive Session to consider 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 public body (Camp Sewataro) pursuant to General Laws chapter 30A, §21(a)(6).

Recommendations/Suggested Motion/Vote: Vote to immediately enter Executive Session to consider 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 public body (Camp Sewataro) pursuant to General Laws chapter 30A, §21(a)(6).

Background Information:

Financial impact expected:

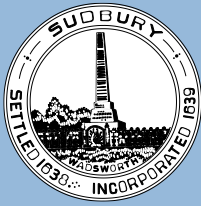
Approximate agenda time requested: 30 minutes

Representative(s) expected to attend meeting:

Review:

Patty Golden	Pending
Melissa Murphy-Rodrigues	Pending
Jonathan Silverstein	Pending
Robert C. Haarde	Pending
Board of Selectmen	Pending

03/26/2019 6:00 PM



SUDBURY BOARD OF SELECTMEN

Tuesday, March 26, 2019

2

EXECUTIVE SESSION

2: Vote to close Exec Session

REQUESTOR SECTION

Date of request:

Requested by: Patty Golden

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

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

Background Information:

Financial impact expected:

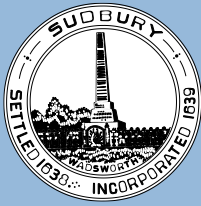
Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

Patty Golden	Pending
Melissa Murphy-Rodrigues	Pending
Jonathan Silverstein	Pending
Robert C. Haarde	Pending
Board of Selectmen	Pending

03/26/2019 6:00 PM



SUDBURY BOARD OF SELECTMEN

Tuesday, March 26, 2019

TIMED ITEM**3: Interview Diana Cebra for Historical Commission****REQUESTOR SECTION**

Date of request:

Requestor: SHC Chairman Chris Hagger

Formal Title: Interview candidate for the Sudbury Historical Commission. Following interview, vote whether to approve the Town Manager appointment of Diana Cebra, 20 Metacomet Way, to the Historical Commission for a term ending 5/31/2022.

Recommendations/Suggested Motion/Vote: Interview candidate for the Sudbury Historical Commission. Following interview, vote whether to approve the Town Manager appointment of Diana Cebra, 20 Metacomet Way, to the Historical Commission for a term ending 5/31/2022.

Background Information:

See application attached. This applicant has been interviewed by the Assistant Town Manager and is recommended by the SHC chairman.

Financial impact expected:

Approximate agenda time requested: 10 minutes

Representative(s) expected to attend meeting:

Review:

Patty Golden	Pending
Town Counsel	Pending
Melissa Murphy-Rodrigues	Pending
Jonathan Silverstein	Pending
Robert C. Haarde	Pending
Board of Selectmen	Pending

03/26/2019 6:00 PM

From: cldh7 <cldh7@aol.com>
To: GoldenP <GoldenP@sudbury.ma.us>
Cc: BilodeauM <BilodeauM@sudbury.ma.us>; RodriguesM <RodriguesM@sudbury.ma.us>
Sent: Wed, Jan 30, 2019 11:06 am
Subject: Re: Application for the Sudbury Historical Commission from Diana Cebra

Hi Patty,

I just wanted to inform you that the Sudbury Historical Commission at our public meeting last evening voted 6-0 to recommend that Diana Cebra be considered for appointment to our Commission for the open position. If the BOS and Melissa agree with this recommendation, would it be possible to have Diana approved by our next meeting on February 19th so we can get back to full strength?

Thank you,

Chris Hagger
Chair - SHC

Attachment3.a: SHC_chair_recommendation (3191 : Interview Diana Cebra for Historical Commission)

TOWN OF SUDBURY
APPLICATION FOR APPOINTMENT

BOARD OF SELECTMEN
 278 OLD SUDBURY ROAD
 SUDBURY, MA 01776

FAX: (978) 443-0756
 E-MAIL: selectmen@sudbury.ma.us

Board or Committee Name: Sudbury Historical Commission

Name: Diana P. Cebra

Address: 20 Metacomet Way

Email Address: [REDACTED]

Home phone: [REDACTED]

Work or Cell phone: [REDACTED]

Years lived in Sudbury: 25 years

Brief resume of background and pertinent experience:

Registered Nurse 1976-1991

Member of Sudbury Historical Society 2011-2016

Trustee Sudbury Historical Society 2016-present

Certified Master Gardener Nov 2018

Municipal experience (if applicable):

SHC

Educational background:

BS in Nursing Indiana University with post graduate

Reason for your interest in serving:

Interest in preserving Sudbury historical sites and promoting community outreach.

Times when you would be available (days, evenings, weekends):

Available as the position requires

Do you or any member of your family have any business dealings with the Town? If yes, please explain:

No

dpc (Initial here that you have read, understand and agree to the following statement)

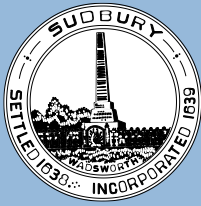
I agree that if appointed, I will work toward furtherance of the committee's mission statement; and further, I agree that I will conduct my committee activities in a manner which is compliant with all relevant State and Local laws and regulations, including but not limited to the Open Meeting Law, Public Records Law, Conflict of Interest Law, Email Policy and the Code of Conduct for Town Committees.

I hereby submit my application for consideration for appointment to the Board or Committee listed above.

Signature

Diana P. Cebra

Date Jan 12, 2019



SUDBURY BOARD OF SELECTMEN

Tuesday, March 26, 2019

4

TIMED ITEM

4: Approval of HOME funding documents

REQUESTOR SECTION

Date of request:

Requestor: Liz Rust, RHSO

Formal Title: Vote whether to authorize the Town Manager to sign the HOME Project Funding Agreement and the Affordable Housing Restriction required to undertake this project. Liz Rust of RHSO to attend.

Recommendations/Suggested Motion/Vote: Vote whether to authorize the Town Manager to sign HOME Project Funding Agreement and the Affordable Housing Restriction required to undertake this project. Liz Ruse of RHSO to attend.

Background Information:
attached memo and commitment documents

Financial impact expected:

Approximate agenda time requested:

Representative(s) expected to attend meeting: Liz Rust, RHSO

Review:

Patty Golden	Pending
Melissa Murphy-Rodrigues	Pending
Jonathan Silverstein	Pending
Robert C. Haarde	Pending
Board of Selectmen	Pending

03/26/2019 6:00 PM



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Serving Acton, Bedford, Burlington, Concord, Lexington, Sudbury, Wayland, and Weston

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Office Address: 37 Knox Trail, Acton, MA 01720
Mailing Address: 2352 Main Street, Suite 2, Concord MA 01742

Website: WWW.RHSOhousing.org
Email: INFO@ RHSOhousing.org
Phone: (978) 287-1092

To: Sudbury Board of Selectmen
From: Elizabeth Rust, Regional Housing Services Office
Re: HOME Funding to Coolidge at Sudbury Phase II
Date: March 20, 2019

This proposal is to approve the commitment of local HOME funds towards the construction of The Coolidge Phase II, 56 rental units adjacent to the existing Coolidge at Sudbury development.

Over the past few years, B'nai B'rith Housing New England, the Planning Department and the Regional Housing Services Office have worked together to obtain a Comprehensive Permit, project funding commitments, and to complete the HOME Program requirements, resulting in today's presentation.

From the total project perspective, Sudbury is providing three sources of financial support for The Coolidge Phase II for a total of \$748,203.

1. Sudbury Housing Trust \$250,000, through a commitment made September 2018
2. Local HOME Funds \$178,203, through the WestMetro HOME Consortium
3. CPA Funds \$320,000, recommended by CPC to 2019 ATM

Sudbury also has local requirements articulated as conditions in the Comprehensive Permit, which inform the details of the Affordable Housing Restriction and Regulatory Agreement.

This memo pertains to the local HOME funds granted by the Town of Sudbury through the WestMetro HOME Consortium from an RFP award of consolidated pool funds.

Project Budget: Sources and Uses

From the Project funding perspective, the Project has strong support from all areas: the State, the HOME Consortium and the Town, as evidenced by the commitments obtained for the project. The project was awarded state funding in summer 2018. Note that this funding budget below does not include the CPA funds, as those are not committed until after Town Meeting.

Consortium HOME Funds	\$178,203	Approved by the Town and Consortium
Sudbury Housing Trust	\$250,000	Committed by Trust
DHCD HOME	\$550,000	Approved by DHCD
Other DHCD Subsidies	\$1,750,000	Approved by DHCD
Federal and State Tax Credit Equity	\$13,224,455	Approved by DHCD
Permanent Debt	\$4,238,000	Committed by Lender
Foundation Grant	\$150,000	Committed by Foundation
TOTAL	\$20,340,658	\$363,226 per unit

The project budget has been vetted thoroughly by DHCD and the tax credit syndicator. The project has started the closing process with an early-April closing date.

Local HOME Funds

Coolidge at Sudbury Phase II is funded in small part using local HOME funds that were awarded from the Consortium competitive pool, as approved by the Board of Selectmen on



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Mailing Address: 2352 Main Street, Suite 2, Concord MA 01742

Website: WWW.RHSOhousing.org

Email: INFO@RHSOhousing.org

Phone: (978) 287-1092

November 8, 2018. Note that the project is also funded with state HOME funds, which are handled as a separate project.

The Coolidge Phase II local HOME project has received the HUD clearance, having completed all environmental reviews, underwriting analysis and consortium feasibility.

The competitive pool funds are HOME funds and all the HOME requirements apply. The competitive pool funds are transferred (within the HOME accounts) from the Consortium to Sudbury, and Sudbury commits the funds to Coolidge through the HOME Funding Agreement and the HOME Affordable Housing Restriction. These are standard forms provided by the Consortium, and they have been reviewed by the Coolidge project team and Sudbury Town Counsel.

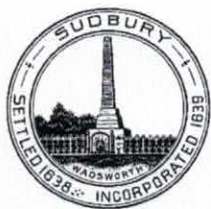
The funds for this project will be disbursed based on detailed requisitions from B'nai B'rith and the contractor as work progresses.

Requested Selectmen Action

The Selectmen are asked to VOTE to authorize the Town Manager to sign the HOME Project Funding Agreement and the Affordable Housing Restriction required to undertake this project.

Next Steps

The HOME Consortium is implementing new sub-recipient agreements pursuant to recommendations from a HUD audit last summer. These agreements are between the Consortium and the member community, and the agreement outlines the member community commitment to the HOME Program requirements for the HOME funds of a particular year. The Sudbury sub-recipient agreement needs to be signed before the Coolidge Phase II funds can be released. The agreement form is not complete, and will be presented for approval once available. This agreement will be an annual process.



TOWN OF SUDBURY

Office of the Town Manager

www.sudbury.ma.us

278 Old Sudbury Road

Sudbury, MA 01776-1843

978-639-3381

Fax: 978-443-0756

Email: townmanager@sudbury.ma.us

Melissa Murphy-Rodrigues, Esq.
Town Manager

November 29, 2018

Ms. Susan Gittelman, Executive Director
Covenant Commonwealth Corporation
34 Washington Street
Brighton, MA 02135

RE: HOME Award Letter for The Coolidge Phase II, Sudbury, MA

Dear Ms. Gittelman:

On behalf of the WestMetro HOME Consortium, I am writing to confirm that on November 8, 2018, the Consortium voted to recommend the allocation of \$178,203 in HOME funding from the competitive HM19 Consolidated Funds Pool to The Coolidge at Sudbury Phase 2 project located at 187-189 Boston Post Road, Sudbury, MA 01776. The funds are authorized under the HOME Investment Partnerships Program, under Title II of the National Affordable Housing Act, and are subject to all requirements under that program.

This award serves as a conditional commitment contingent upon the project's successful underwriting and determination of consistency with HOME compliance requirements and the completion of the HOME environmental review, and demonstration of commitment of all funding.

Covenant Commonwealth Corporation will enter into a Declaration of Affordable Housing Covenants to be recorded with the Middlesex South Registry of Deeds and execute a HOME Funding Agreement that both more fully describe the affordable housing obligations.

We know these funds are important to the project and will assist in providing needed rental housing for low income elderly people and those with disabilities.

We look forward to working with you on this project. Please contact Elizabeth Rust of the Regional Housing Services Office at (978) 287-1090 if you have any questions or concerns regarding this letter.

Sincerely,


Melissa Murphy-Rodrigues, Sudbury Town Manager

Ms. Susan Gittleman
Page 2

The undersigned hereby accepts this offer and agrees to the terms and conditions thereof.

Covenant Commonwealth Corporation

Approved and accepted:

Covenant Commonwealth Corporation
By:  its Executive Director
By: Susan Gittleman, Executive Director, Covenant Commonwealth Corporation



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(978) 287-10

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Subsidy Layering and Underwriting Review

The Coolidge at Sudbury – Phase 2, 187-189 Boston Post Road, Sudbury, MA
WestMetro HOME Consortium subsidy: \$178,203 – 2 high HOME units
Performed by: Daniel R. Gaulin, RHSO
March 7, 2019

I reviewed the application submitted by B'nai B'rith Housing New England, the developer of this project to the WestMetro Consortium in support of a request for \$178,203 of HOME funds.

Executive Summary

The project is the second phase of The Coolidge at Sudbury and will consist of 56 1-BR units restricted to households with at least one member who is at least 55 years old. The first phase was a fully occupied 64-unit affordable rental development completed in 2014 that is also restricted to 55+. Phase 2 is compliant with the underwriting guidelines of the U.S. Department of HUD and the Massachusetts Department of Housing and Community Development. The project was approved for an allocation of 9% Low Income Housing Tax Credits and other DHCD sources of funding. This underwriting review should be updated when the sources and uses are finalized and the funders have performed a formal construction cost review.

Project Description

The project will consist of the construction of a new 56-unit age-restricted rental building consisting of 56 1-BR units. There will be two tiers of affordability: twelve units have project-based rental subsidies and will be rented to households at or below 30% of median income and 44 units will be rented to households at or below 60% of median income. There will be a total of 11 HOME units assisted by state HOME funds: three floating project-based Section 8 units will be designated as low HOME units and eight floating 1-BR below 60% of median income units will be designated as high HOME units. Two of the state high HOME 1-BR units will also be subject to the WestMetro HOME restriction. Those two units will have a total of total of \$139,101.50 of HOME (\$89,101.50 of Consortium HOME and \$50,000 of state HOME), this is below the maximum HOME per unit for a 1-BR (\$168,600/unit) and it meets the proportionality test as the 11 HOME units represents 19.6% of the units while the combined state/consortium HOME amount is \$728,203 is only 3.6% of the total sources. The two consortium HOME units represents 3.6% of the total number of units while the consortium HOME amount of \$178,203 is less than 1% of the total sources.

Market Risk Analyses:

There is negligible market risk. The project-based units will be the most affordable units in the town as the tenants will pay 30% of their income. The HOME/LIHTC units will rent for a maximum of \$1,162/month. This is comparable to the fully rented Phase 1 units located next door. These rents are



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roughly half of the market rents in Sudbury - an unrestricted 1BR units located in the Avalon Sudbury development two miles west on Boston Post Road start at \$2,395.

Developer Risk Analyses:

The developer risk for this project is low. B’Nai B’rith completed its first rental development in 1982. To date, it has completed five projects (four rental and one condominium) containing 363 units including the successful Phase 1 of the Coolidge at Sudbury.

Susan Gittleman, the Executive Director of B’Nai B’rith has decades of affordable housing experience. She is assisted by Project Manager, Jesse Kanson-Benanav, who has six years of project management experience.

The architect for this project is The Architectural Team (TAT). Founded in 1971, TAT has grown to 95+ architects. It a long distinguished history in the affordable housing includes 50 affordable senior developments. TAT was the architect for Phase 1 of Coolidge at Sudbury.

Keith Construction has been chosen as the contractor. Founded in 1993, Keith is one of the most experienced contractors with over 18,000 units built in the last 10 years. Keith was the contractor for Phase 1 of Coolidge at Sudbury.

The management agent will be Barkan Management. Barkan was founded in 1971 and has over 26,000 units under management including Phase 1 of Coolidge at Sudbury.

This development team has completed projects of comparable size and complexity.

Project Risk Analyses:

There is not project risk as the developer has obtained a comprehensive permit from the Town of Sudbury.

Sources and Uses

The total development cost is projected to be \$20,340,658 (\$363,226/unit) which includes reserves required by the permanent lender and the tax credit syndicator. The project sources are also projected to be \$20,340,658. The sources and uses detailed all financing and all project costs. The overall cost is within the range that is seen for new construction projects in strong market locations.

The estimated pricing for the tax credits shown in the February 2018 commitment letter was \$.97. This is higher than the February 2018 average reported by the accounting firm of Novogradac and Co.



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There is a nominal acquisition cost of \$10 since the original acquisition cost of \$2,000,000 was totally paid in Phase 1.

The construction cost is an estimate prepared by Keith Construction. The price was reviewed in general terms by DHCD during the funding competition and is subject to a more formal cost analysis prior to closing. It is recommended that the Consortium request a copy of the DHCD price and scope review for its files.

The soft costs are consistent with what I saw during my nine year career at DHCD reviewing HOME, HSF and tax credit developments.

The developer fee and overhead and development consultant fee is projected at \$1,645,182 or 8.8% of all other project costs. This is slightly less than the maximum fee allowable under DHCD's guidelines and it is reasonable in light of the size and complexity of the project. Moreover, it is unlikely that a prudent lender or tax credit syndicator would allow a lower fee.

Income and Expenses

All income is noted on the submitted operating proforma.

The projections for income and expense inflation are reasonable: 2% for all rent levels, 3% for all expenses. The vacancy rate assumptions are likewise reasonable: 5% for tax credit and high HOME units, and 3% for project-based units.

The management fee is 5% of net income which is reasonable. The maintenance and operating budget is \$8,338/unit which is reasonable in light of the higher-than-average real estate taxes (\$1,031/unit), and that heat and hot water being included in the rent.

Cash Flow - Return on Equity

The projected initial cash flow is \$42,079 per year which is based on maintaining at least 117% debt service coverage. This provides a reasonable underwriting cushion for the lender and a reasonable return on equity for the developer. In order to determine the total return, the net present value of the annual cash flows should be calculated and added to the developer fee to obtain the total return for the project. In this case the net present value of 20 years of \$42,079 annual returns at a 5% discount rate is \$524,397, which, when added to the \$1,645,182 developer fee results in an overall return of \$2,169,579 or a still reasonable 11.6%.

Authority to Use Grant Funds

U.S. Department of Housing
and Urban Development
Office of Community Planning
and Development

To: (name & address of Grant Recipient & name & title of Chief Executive Officer) Rachel Powers City of Newton 1000 Commonwealth Ave Newton, MA 02459		Copy To: (name & address of SubRecipient) <div style="text-align: right; font-weight: bold;">MAR 15 2019</div>
We received your Request for Release of Funds and Certification, form HUD-7015.15 on		02/26/19
Your Request was for HUD/State Identification Number		M16-DC250213 & M17-DC250213

All objections, if received, have been considered. And the minimum waiting period has transpired.
 You are hereby authorized to use funds provided to you under the above HUD/State Identification Number.
 File this form for proper record keeping, audit, and inspection purposes.

The Coolidge at Sudbury - Phase II

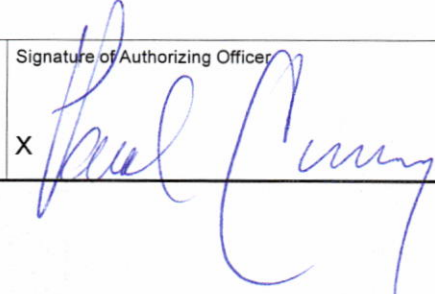
Phase II of the Coolidge at Sudbury proposes the new construction of 56 additional units of age-restricted housing for seniors (55 years and older). Of the 56 units, 44 will be affordable at 60% or less of area median income.

This project will be the second phase on the site; the first phase built 64-building for seniors and was completed in 2014. The proposed development will be three stories of wood and steel construction. Construction will also include common space and amenities such as a meeting room, library and fitness center.

The development will be within close proximity to retail, commercial and residential developments along Route 20 (Boston Post Road), including another 40B development directly across the street from the site. The Phase 1 building is located across the parking lot from the Phase 2 site and the buildings will share an entrance from Boston Post Road.

Total development costs are estimated at \$18,864,258 and will utilize \$178,203 in HOME funds.

Release date: 03/14/19

Typed Name of Authorizing Officer Paul Connolly Title of Authorizing Officer Program Manager	Signature of Authorizing Officer <div style="text-align: center;">X </div>	Date (mm/dd/yyyy) <div style="text-align: center;">3/14/2019</div>
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Previous editions are obsolete.

form HUD-7015.16 (2/94)
ref. Handbook 6513.01

Town OF Sudbury

HOME PROJECT FUNDING AGREEMENT

This AGREEMENT made as of _____, 2019, by and between Covenant Commonwealth Corporation, a non-profit corporation organized and existing under the laws of the Commonwealth of Massachusetts, having an address at 34 Washington Street, Brighton, MA 02135 (hereinafter the "Subgrantee" and "Grantee") and the Town of Sudbury acting by and through its Board of Selectmen (hereinafter the "Town").

WITNESSETH THAT:

WHEREAS the Town is authorized to distribute funds in accordance with the terms of the Mutual Cooperation Agreement (the "MCA") by and between the Towns of Bedford, Belmont, Brookline, Concord, Lexington, Natick, Needham, Sudbury, Watertown and Wayland and the Cities of Framingham, Newton, and Waltham (said municipalities collectively, hereinafter referred to as the "Consortium"), and the Town, dated June 1, 2017, as amended, executed pursuant to the Cranston-Gonzalez National Affordable Housing Act of 1991;

WHEREAS the City of Newton is the representative member of the Consortium ("Representative Member");

WHEREAS the Grantee is a duly qualified non-profit corporation; and

WHEREAS the Grantee has represented that it has the capacity to administer the HOME project described in **Attachment A** (the "Project") and that the Project will fully comply with all HOME Program regulations and requirements.

NOW THEREFORE, in consideration of the mutual promises contained herein, the parties hereby agree as stated within the General Provisions and attachments as follows:

GENERAL PROVISIONS

1. FEDERAL REGULATIONS

The provisions of **24 CFR Part 92, HOME Investment Partnerships Program** (hereinafter "HOME Program regulations"), and all future amendments and revisions to the same are hereby incorporated into and made a part of this Agreement. The Grantee shall at all times comply with said HOME Program regulations, and shall comply with other related Federal and State statutes and regulations, Executive Orders, **2 CFR Part 200** and all future revisions and amendments to the same. The Grantee

shall become thoroughly familiar with all of the foregoing requirements as applicable and shall ensure that the Project complies in all respects.

2. **LOW AND MODERATE INCOME BENEFIT.**

Grantee shall comply with HOME Program regulation **24 CFR 92.252** concerning occupancy requirements for low and moderate income rental housing described in **Attachment A**. Upon the issuance of a Certificate of Occupancy for the affordable units described in Attachment A and prior to the actual occupancy of each of the affordable units, the Town shall have the right to determine that each Affordable Unit is occupied for the term of this Agreement by qualified low and moderate-income persons paying affordable rents as defined by HUD.

3. **ENVIRONMENTAL REVIEW.**

The release of funds for all HOME-assisted projects and activities is subject to environmental review as set forth in HOME Program regulation **92.352**. The Town shall not obligate HOME funds prior to compliance with the provisions of HOME Program regulation **24 CFR 92.352** and the statutes and regulations cited therein. The Grantee shall cooperate with and assist the Town in preparing all project environmental documentation including, but not limited to the Statutory Checklist with complete compliance documentation. The Town shall transmit the required information to the Consortium prior to requesting project set-up in HUD's Integrated Disbursement and Information System (IDIS).

Notwithstanding any provision of this Agreement, the parties hereto agree and acknowledge that this Agreement does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of environmental review and receipt by the participating jurisdiction of a release of funds from the U.S. Department of Housing and Urban Development under **24 CFR Part 58** ("Environmental Clearance"). The parties further agree that the provision of any funds to the project is conditioned on the participating jurisdiction determination to proceed with, modify or cancel the project based on the results of a subsequent environmental review.

- a) No Choice-Limiting Actions. The Subgrantee is prohibited from undertaking or committing any funds to physical or choice-limiting actions, including property acquisition, demolition, movement, rehabilitation, conversion, repair or construction prior to the Environmental Clearance. Violation of this provision may result in the denial of any funds under the Agreement.

4. **PROJECT FUNDS.**

- (a) The Town agrees to provide the Grantee HOME Program funds as stated within **Attachment A** attached hereto and made a part

hereof and for the purposes described in **Attachment A**, subject to the Grantee's compliance with all terms and conditions as set forth within this Agreement.

- (b) **Expenditures.** The Grantee shall limit expenditures to eligible costs in accordance with HOME Program regulations **24 CFR 92.2** and **92.206** and as described in **Attachment A**. *If a nonprofit organization:* the Subgrantee shall meet the requirements incorporated into **24 CFR 92.505**, "Applicability of Uniform Administrative Requirements" and shall meet the principles and standards of cost allowability as set forth within **2 CFR Part 200**, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards". The Grantee shall also comply with standards for the financial record-keeping and management system applicable as described in **Attachment B, Processing and Release of Project Funds**. See also, paragraphs 22 and 23, herein with regard to additional record-keeping requirements.
- (c) **Request for Disbursement and Release of Project Funds.** As required by HOME Program regulation **24 CFR 92.504(c)3(viii)** the Grantee shall not request disbursement of Project funds pursuant to this Agreement until the funds are needed for payment of eligible costs. The amount of each such request shall be limited to the amount presently needed for eligible costs upon receipt of the appropriate written documents from the Grantee. The Town agrees to request release of Project funds from the Consortium in accordance with the procedures set forth in HOME Program regulation **24 CFR 92.500 et. seq.** And consistent with **Attachment B, Processing and Release of Project Funds**. Note that **NO FUNDS WILL BE AUTHORIZED OR RELEASED** for work done **PRIOR** to the effective date of the HUD release of funds except to the extent that these are exempt activities under **24 CFR.58.3**
- (d) **Reversion of Assets.** In accordance with **24 CFR 92.504**, the Grantee shall transfer to the Consortium HOME Investment Trust Account any HOME Project funds on hand at the time of expiration or termination of this Agreement, and must also transfer to the Consortium, represented by the Representative Town, the City of Newton, any accounts receivable attributable to the use of HOME funds for the Project.

5. HOME PROJECT.

- (a) **General.** The Grantee or a subsidiary or affiliate of the Grantee (the "Subsidiary") shall perform and carry out the Project described in **Attachment A** in a satisfactory manner, as determined reasonably and fairly by the Town. The Grantee or the Subsidiary

shall comply with the requirements of the HOME Program regulations applicable to the Project including, but not limited to: **maximum per unit subsidy stated in HOME Program regulation 24 CFR 92.250 as amended; eligibility requirements 24 CFR 92.205-215; income targeting requirements in regulations 24 CFR 92.216-217; and such other regulations as may apply.**

In addition, the Grantee shall require each written agreement executed with a lower tier recipient or other entity to contain provisions requiring compliance with the regulations cited above.

- (b) **Ownership, Use, and Disposition of Property.** The Grantee or the Subsidiary shall comply with the affordability provisions referenced in HOME Program regulations **24 CFR 92.252-254**, as applicable, which include income targeting, use requirements, initial and subsequent sale restrictions. For rental projects assisted with HOME funds, the Grantee shall ensure that the affordability requirements of HOME Program regulation section **24 CFR 92.252** be enforced by an executed Affordable Housing Restriction approved by the Town and by the Representative Member of the Consortium, which shall be executed and recorded at the time of the Grantee's closing of the HOME grant set forth in **Attachment A**, and prior to the recording of any other encumbrances on the premises on which the Project is located, except for encumbrances permitted by the Town, including but not limited to the Tax Credit Regulatory Agreement and Declaration of Restrictive Covenants and Affordable Housing Restriction entered into in connection with certain equity investments and other subordinate financing for the Project. If the Grantee fails to comply with any of the requirements of this provision, the Grantee shall be required to repay HOME funds disbursed pursuant to this Agreement, pursuant to HOME Program regulation **24 CFR 92.503**.

In the event that the Grantee or a subsidiary forms a partnership or a subsidiary for purposes of carrying out the Project described in **Attachment A**, the Grantee or its subsidiary must be or have a controlling ownership interest in the managing general partner if a partnership, and the Grantee must have "effective project control" as set forth under HOME Program regulation **24 CFR 92.300**. Wherever there is reference to the term "Grantee" herein such term shall be understood to permit Grantee to carry out its responsibilities through one or more subsidiaries or other organizations through which grantee has "effective project control." If a partnership or subsidiary is created, the Grantee shall remain primarily obligated to perform the obligations, covenants, and duties under this Agreement. If such a partnership or subsidiary holds

legal title to the premises that is the subject of the Project, the Grantee shall ensure that the partnership or subsidiary fully and competently executes the Declaration of Restrictive Covenants to the satisfaction of the Town.

Should Grantee go out of existence, become incapable of running the program, or be merged with some other organization during the term of this grant, the Town will require Grantee to designate, subject to approval by the Town and Consortium, another credible organization to take over the supervision of the Property and see that it continues in use for the purpose stated in **Attachment A**.

- (c) **Post-completion Requirements.** Upon completion of the Project, the Grantee or the Subsidiary shall perform all applicable short and long-term special requirements including: compliance with **Housing Affordability** requirements (see HOME Program regulations **24 CFR 92.252-254** and **92.504(c)(2)**), compliance with the **Housing Quality Standards** (HOME regulations **24 CFR 92.251** and **92.504(c)(6)**) and cost effective energy conservation and effectiveness standards in **24 CFR Part 39**.

- i. For the duration of the HOME Affordability Period set forth in **Attachment A**, following the completion of the Project activities, the Grantee ensures that the rents associated with all HOME-assisted units will be set at rates in compliance with the HOME regulations **24 CFR 92.252 (a)(2)**. Completion of the project activities (hereinafter "Project Completion"), is defined as the date in which all necessary title transfer requirements and construction work have been performed; the project complies with the requirements of the HOME Program regulations (including the property standards under **24 CFR 92.251**); the final drawdown has been disbursed for the project; and the project completion information has been entered in the disbursement and information system established by HUD.
- ii. Tenants occupying HOME-assisted units whose incomes met HOME guidelines at the time of initial occupancy but whose income later exceeds HOME guidelines may stay in their dwellings, provided the rent is adjusted so that the tenant is paying no less than 30% of their adjusted monthly gross income and the Grantee or Subgrantee must continue to verify the tenant's rent and income annually to the Town. If the "over income" tenant leaves, the unit must be rented to a low or very low income tenant in accordance with **24 CFR 92.252**, except that tenants of HOME-assisted units that

have been allocated low-income housing tax credits by a housing credit agency pursuant to section 42 of the Internal Revenue Code of 1986 (26 U.S.C. 42) must pay rent governed by section 42.

- iii. In projects in which the HOME units are designated as floating pursuant to **24 CFR 92.252(j)**, tenants who no longer qualify as low-income are not required to pay as rent an amount that exceeds the market rent for comparable, unassisted units in the neighborhood.
- iv. For the duration of the HOME Affordability Period, the Subgrantee shall be prohibited from charging fees that are not customarily charged in rental housing such as laundry room access fees, and other fees. The Subgrantee may charge reasonable application fees to prospective tenants, parking fees to tenants only if such fees are customary for rental housing projects in the neighborhood; and fees for services such as bus transportation or meals, as long as such services are voluntary, in accordance with **24 CFR 92.504 (c)(3)(xi)**.
- v. The Grantee shall comply with the requirements stated above and all applicable requirements for the duration of this Agreement and shall repay all HOME funds to the Consortium HOME Investment Trust Account in the event that the above provisions are not satisfied.

6. **LEAD-BASED PAINT.**

- (a) **General.** The Grantee shall remain solely responsible for ensuring that the Project at all times complies with applicable requirements of the Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. 4821, et seq.; Lead-Based Paint Regulations **24 CFR Part 35** and all future revisions and amendments to the same. The Grantee shall also ensure that the Project complies with such Lead-Based Paint regulations as may be adopted pursuant to HOME Program regulation **24 CFR 92.355**, and with the requirements of the Massachusetts Lead Paint Statute, M.G. L. c.111, ss190-199A and all future revisions and amendments to the same.

7. **ASBESTOS REMOVAL.**

The Grantee or the Subsidiary shall comply with all state and local regulations related to asbestos removal and all future revisions and amendments to the same.

8. **PROJECT MANAGEMENT.**

- (a) **General.** The Grantee or the Subsidiary shall perform or cause a property management agent to perform all procedures and tasks necessary to develop, design, implement and monitor the specified project and shall fully comply with uniform administrative requirements as stated in HOME Program regulation **24 CFR 92.505**. Delays in implementation may lead to **termination and recapture** of HOME funds as provided in paragraph 11 **Termination.**
- (b) **Procurement.** The Grantee agrees to fully comply with applicable requirements as referenced in **2 CFR Part 200**, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards”. Procurement steps must be reviewed and approved by the Town and must satisfy all applicable advertisement, competitive pricing, minority outreach, award, documentation and related requirements. Note that HOME Program regulation **24 CFR 92.350** prohibits the use of debarred firms and requires certain certifications for covered subrecipient transactions consistent with **24 CFR 24, Appendix B** and that **no funds** may be released for contracts which have not been procured in accordance with applicable requirements.
 - (i) Where the housing development project involves new construction or rehabilitation, the Grantee or the Subsidiary shall perform procurement and contracting of qualified contractors. The Grantee or the Subsidiary shall prepare a standard construction or rehabilitation procurement/contracting policy with appropriate procedures consistent with applicable HOME regulations and submit it to the Town for approval. The Town shall review each procurement and review and approve all proposed contracts of the Grantee, the organization, its agents, subsidiaries, representatives and employees or designees performed with appropriate procedures consistent with applicable HOME regulations. Said contracts shall be documented in the Grantee’s program records.
- (c) **Energy Efficiency.** To the extent practicable, the Grantee or the Subsidiary should achieve an Energy Star rating for units in new construction and substantial rehabilitation projects and should purchase equipment that meets the Energy Star standard.
- (d) **Purchase of recycled materials.** The Grantee or the Subsidiary shall comply with the Resource Conservation and Recovery Act, Section 6002 in the design of projects and use of designated recycled items, to the extent applicable.

- (e) **Technical assistance.** Upon request, the Town may provide technical assistance in one or more areas of project management such as procurement, Equal Opportunity, Davis-Bacon, etc. However, this offer of assistance shall not in any way relieve the Grantee from compliance with all relevant HOME Program regulations, nor shall it unduly burden the Town.

9. DURATION.

- a. This Agreement, made as of the date first written above, shall be effective upon the date of signing by the Town Manager, and shall continue until the termination date of this Agreement in accordance with **Attachment A** provided however that certain provisions of this Agreement as stated in Paragraph 9(b) below shall survive such termination. Project activities shall be undertaken and completed as specified by said **Attachment B** in an expeditious manner so as to ensure completion consistent with the purposes of this Agreement and with HOME Program regulations.
- b. Consistent with applicable HUD regulations, the provisions of this Agreement shall not terminate prior to expiration of the period of affordability. In particular, the following provisions continue to be in effect from project completion for the periods indicated.
- (i) Throughout the term of the Agreement and period of affordability consistent with HOME Program regulations **24 CFR 92.252**.
1. Paragraph 5(c). Post-completion Requirements
 2. Paragraph 13. Repayment of Project Funds & Penalties
 3. Paragraph 14(c). Monitoring by the Town or its Designee
 4. Paragraph 23. Records
- (ii) throughout the term of any HOME grant:
1. Attachment B, Processing and Release of Project Funds.

10. PERFORMANCE STANDARDS.

The Grantee is considered to have met the Performance Standards of this Agreement if the Town is satisfied that the Grantee or the Subsidiary has provided certification of compliance with all required rules and regulations contained herein and is:

- I. completing the project as described in **Attachment A** in a timely manner in compliance with the schedule as outlined and in no event later than the project completion deadline as further specified in **Attachment A, Paragraph 14(a)**;;
- II. complying with all applicable local codes, state and federal laws, including but not limited to, rehabilitation standards, building codes and zoning ordinances; and
- III. complying with all relevant state and federal regulations relating to the HOME Program, including without limitation the requirements of the HUD Section 8 Housing Quality Standards, set forth in HUD regulations at **24 CFR 982.401** and all other property standards as defined in HOME Program regulation **24 CFR 92.251**, and the terms of this contract.

If the Town determines that the Grantee or the Subsidiary is complying with the above, then upon written request from the Grantee the Town will request reimbursement from the Consortium to reimburse the Grantee for specified project expenses according to **Attachment B, Processing and Release of Project Funds**.

If the Town determines that the Grantee or the Subsidiary fails to meet the terms of this Agreement, the Town will withhold HOME funds until the failure is remedied and/or require the Grantee to return all previously disbursed HOME funds.

11. TERMINATION.

(a) **For cause.** The Town shall have the right to terminate this Agreement if for any reason the Grantee or the Subsidiary:

- i. fails to fulfill in a timely manner the Project described in this Agreement, in accordance with the HOME Program regulations and schedule.
- ii. causes or allows HOME Program funds to be expended in violation of HOME Program regulations; or
- iii. violates any provisions of this Agreement and fails to cure the same as provided in **Paragraph 12(b)**; or

- iv. refuses to accept conditions and directives administered by the Town as imposed by HUD.

- (b) **Notice.** The Town may exercise the right to terminate this Agreement by written notice to the Grantee. In such case, the Town shall issue the notice of termination not less than 15 days prior to the effective date of such termination as stated in the notice starting with the date that the notice is issued. The notice shall be delivered to the Grantee by hand or by certified mail, return receipt requested.
- (c) **Cancellation.** In the event the Project is cancelled for any reason, the Grantee agrees to repay to the Consortium HOME Investment Trust Account all HOME funds released to the Grantee within such time period specified by HUD or such reasonable time period as specified by the Town and consistent with **Paragraph 13. Repayment of Project Funds and Penalties**

12. ON-GOING RESPONSIBILITIES OF THE GRANTEE.

It shall be the Grantee's responsibility to meet all of the requirements of this Agreement and to provide documentation of said compliance to the Town.

- (a) The Grantee shall comply with all requirements of HOME regulations relating to rental properties, including but not limited to: annual recertification and reporting of tenant income, annual review of allowable rent levels and utility allowances as determined by HUD with reporting to the Town; compliance with all requirements for record-keeping on tenant incomes and rents as specified in the HOME regulations **24 CFR 92.508(a)(3)** through **(a)(7)**. Said records shall be available to the Town for review upon request; adherence to a fair lease and grievance procedure as specified in the HOME regulations **24 CFR 92.253 and 92.303**; follow a program, approved by the Town, of tenant participation in management decisions, as specified in HOME regulation **24 CFR 92.303**; ensure that all HOME-assisted rental units comply with the Section 8 Housing Quality Standards to be documented annually by reports submitted by the Grantee and reviewed by the Town; complete affirmative marketing in compliance with the Grantee's or the Subsidiary's Affirmative Marketing Plan; if applicable, provide relocation assistance to temporary and/or permanently displaced tenants in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies and Act of 1970, as amended.

If the Grantee fails to meet any of these responsibilities in compliance with the applicable HUD standards, then the Grantee shall be obligated to correct the same as directed by the Town.

13. REPAYMENT OF PROJECT FUNDS AND PENALTIES

- (a) **General.** In the event the Grantee, its agents, subsidiaries, or designees, fails to meet any HOME Program regulation or provision of this Agreement, and such failure continues after the opportunity to cure as stated in paragraph (b) of this provision, then the Grantee shall repay to the Consortium HOME Investment Trust Account all project funds disbursed to the Grantee pursuant to this Agreement in such amounts as may be determined by the Town and the Consortium. The Grantee shall also comply with **Paragraph 4 (d) Reversion of Assets**, above.
- (b) **Opportunity to Cure.** In the event of a violation of any of the provisions of this Agreement, the Town shall provide written notice of such violations to the Grantee. The notice shall describe the remedial steps to be taken by the Grantee and shall establish the deadline for full compliance. Any cure period shall be no less than 30 days from the Grantee's receipt of the Town's written notice of violation, unless otherwise extended with the Town's prior written consent. In the event that the Grantee fails to cure all such violations in the manner and within the time period stated in said notice, the Town shall have the right to require repayment of all HOME funds disbursed to the Grantee pursuant to this Agreement as specified in paragraph 13(a) herein.
- (c) **Legal Recourse.** In the event the Grantee fails to cure a violation of any of the provisions of this Agreement, of a HOME program regulation or any other applicable regulation, and/or fails to cooperate with the Town in any manner pertaining to repayment, the Town reserves the right to take such steps as necessary in order to protect its ability to fulfill its obligations to HUD and to the Consortium, including but not limited to legal action.
- (d) **Consortium Municipalities and Town to be Held Harmless.** The Grantee shall hold harmless and defend the Town, the Consortium and its Members from and against all claims for repayment of HOME project funds disbursed to the Grantee pursuant to this agreement, provided that such repayment is attributable to (1) the failure of the Grantee, its agents, subsidiaries or designees, to comply with applicable HUD regulations, or (2) any of the provisions of this Agreement or (3) any other act or omission of the Grantee, its agents, subsidiaries, or designees. The Grantee's liability shall be limited to the amount of funds disbursed pursuant

to this agreement, together with any penalties assessed by HUD or the Town on account of the Grantee's use of HOME funds disbursed for this project and any costs incurred by the Town in recovering sums owed pursuant to this paragraph, including but not limited to attorneys' fees.

- (e) **Penalties.** In the event that HUD assesses penalties against the Town on account of the Grantee's use of HOME funds pursuant to this agreement, the Grantee shall be required to reimburse the Town in full for the amount of the penalties assessed.

14. **AUDIT AND MONITORING.**

- (a) **General.** Subgrantee shall comply with **2 CFR, Part 200, Subpart F**, including completion of a single audit if Subgrantee expended federal funds in excess of \$750,000. The Subgrantee shall be responsible for the cost of all audits performed on its records and operations pursuant to this section, and the Subgrantee shall not use HOME Program funds for any portion of the cost of such audits. At any time during normal business hours and as often as the Town, Consortium, HUD, and/or the Comptroller General of the United States may deem necessary, the Grantee and/or its lower tier recipient shall make available all such records and documents as requested by said parties for audit and/or monitoring. The Town, Consortium, HUD, and/or the Comptroller General may examine and make copies, excerpts or transcripts from such records and may audit all contracts, procurement records, invoices, materials, payrolls, personnel records, conditions of employment, and all documents relating to all manners covered by this Agreement.
- (b) **HUD Performance Reviews and Monitoring.** The Grantee understands that HUD may conduct performance reviews and monitoring of the Town and Consortium as provided in HOME Program regulations **24 CFR 92.550-.552** in order to examine expenditure and commitment rates, and compliance with eligibility, income targeting, affordability, matching, and any other applicable requirement of the HOME Program. The Grantee agrees to cooperate with HUD, the Town and the Consortium in such reviews and monitoring and to undertake remedial action as may be required pursuant to HOME Program regulation B **92.551, Corrective and Remedial Actions.**
- (c) **Monitoring by the Town or its Designee.** The Town or its designee will perform periodic monitoring of the Project. During project construction or rehabilitation activities the Town will meet with the Grantee periodically at which time the Grantee shall

provide written documentation of completed construction work. Following completion of the construction work the Town shall inspect each unit to certify compliance with Section 8 Housing Quality Standards. Thereafter the Town will complete annual monitoring of the project which will include, but not be limited to, annual review of:

- (l) If rental, recertification of tenant household income as provided by the Grantee to the Town; documentation of rents for said properties as provided by the Grantee to the Town in the form of signed yearly leases; verification that the rental units comply with the Section 8 Housing Quality Standards through annual inspections completed by the Town or its designee.

The Grantee shall cooperate with the Town throughout these annual and any other monitoring procedures, shall maintain recordkeeping in compliance with HOME regulations **24 CFR 92.508**, and shall implement such corrective action as requested by the Town.

If monitoring is to be conducted by the Massachusetts Department of Housing and Community Development (DHCD), then the Town may rely on DHCD for said monitoring, including all activities listed herein.

15. INDEMNIFICATION.

Indemnification. The Grantee shall indemnify, hold harmless and defend the Town, and its agents or employees, the Consortium, and its Members, agents or employees, from and against all claims, damages, losses, and expenses including, but not limited to, attorneys' fees arising out of or resulting from the use of HOME funds disbursed pursuant to this Agreement, provided that any such claim, damage, loss or expense is (1) attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, and (2) is caused in whole or in part by any negligent act or omission of the Grantee, anyone directly or indirectly employed by the Grantee, or anyone for whose acts the Grantee may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

16. INSURANCE.

- (a) Not later than 15 days prior to commencement of any construction or rehabilitation work to be performed pursuant to this Agreement,

the Grantee or the Subsidiary shall provide the Town with a Certificate of Insurance covering each contracted portion of work to be performed pursuant to this Agreement, which Certificate shall provide coverage of the types and amounts stated in paragraph (b) of this section, as further specified in **Attachment C**. The insurance provided shall be maintained for the duration of each construction contract, and for such additional period of time as may be required by the Town. Said certificate may be obtained directly from contractors, subcontractors or other persons or entities hired to perform work pursuant to this Agreement.

- (b) The Certificate of Insurance shall provide, at a minimum, comprehensive general liability insurance covering bodily injury and property damage with an arrangement for coverage specifying premises/operations, contractual liability, and completed operations. The certificate shall also provide evidence of automobile liability, worker's compensation and professional liability coverage where applicable as determined by the Town.

The Certificate shall name the Consortium, its Representative Member and the Town as additional insured parties to the extent such coverage is commercially available.

17. **CONFLICT OF INTEREST and ANTI-LOBBYING.**

- (a) In accordance with HOME Program regulation **24 CFR 92.356**, the procurement of property and services by the Town and the Grantee is governed by the conflict of interest provisions stated in **2 CFR Part 200**. The Grantee shall comply with all applicable federal and state conflict of interest rules and shall ensure compliance with the same by all subrecipients as defined in HOME Program regulation **24 CFR 92.2** or other persons designated to receive HOME funds pursuant to this Agreement. At a minimum, the Grantee shall make a copy of all applicable conflict of interest provisions available to all recipients of HOME Program funds.
- (b) No persons described in paragraph (c) of this section who exercise or have exercised any functions or responsibilities with respect to activities assisted with HOME funds or who are in a position to participate in a decision-making process or gain inside information with regard to these activities, may obtain a financial interest or benefits from a HOME-assisted activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.

- (c) The conflict of interest provisions of paragraph (b) of this section shall apply to the following: any person who is an employee, agent, consultant, officer, elected or appointed official of the Town of Sudbury or of the Grantee, or any state recipient or subrecipient of HOME funds.
- (d) Any exceptions to the conflict of interest provisions stated or cited herein must be approved by HUD in accordance with HOME Program regulation **24 CFR 92.356(d)**. The Grantee shall advise the Town in writing as to any such exceptions granted by HUD.
- (e) No Federal appropriated funds shall be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (f) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

18. **EQUAL OPPORTUNITY.**

The Grantee or the Subsidiary shall comply with all applicable Federal and State laws governing discrimination and equal opportunity. In particular, the Grantee shall ensure compliance with HOME Program regulation **92.350(a)** and the following statutes and executive orders pertaining to **Equal Opportunity**: Fair Housing Act; Executive Order 11063 (Equal Opportunity in Housing); Civil Rights Act of 1964, Title VI (Nondiscrimination in Federally Assisted Programs); Age Discrimination Act of 1975; Rehabilitation Act of 1973, Section 504; Executive Order 11246 (Equal Employment Opportunity); Housing and Urban Development Act of 1968, Section 3; Executive Orders 11625 and 12432 (Minority Business Enterprise); Executive Order 12138 (Women's Business Enterprise).

19. FAIR HOUSING.

- (a) **General.** The Grantee or the Subsidiary shall affirmatively further fair housing consistent with the Consortium's Affirmative and Fair Marketing Policy and with HOME Program regulation **24 CFR 92.351**.
- (b) **Affirmative Marketing.** The Grantee or the Subsidiary shall adopt and implement affirmative marketing procedures for HOME-assisted housing containing 5 or more housing units consistent with the requirements of HOME Program regulation **24 CFR 92.351** and the Consortium Affirmative Marketing Plan and approved by the Town prior to the release of funds .

20. DISPLACEMENT AND RELOCATION

- (a) **General.** The Grantee or the Subsidiary shall take all reasonable steps to minimize displacement of persons consistent with the requirements of HOME Program regulation **24 CFR 92.353**. In the event that displacement cannot be avoided, the Grantee or the Subsidiary shall ensure compliance with HOME Program regulation **24 CFR 92.353**, including the provision of relocation assistance in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, hereinafter "URA", as amended. In addition, the Grantee shall ensure compliance with the most current edition of **HUD Handbook 1378** "Tenant Assistance Relocation and Real Property Acquisition". All costs associated with relocation assistance will be the responsibility of the Grantee.
- (b) **Responsibility of the Grantee.** The Grantee or the Subsidiary shall prepare and maintain all necessary displacement and relocation plans and documentation (if applicable), as required by the URA (and Section 104(d) if applicable) including, but not limited to relocation plans, determinations of comparable housing, amounts and types of relocation assistance for which tenants are eligible, issuing notices to all tenants. If applicable, the Grantee shall be required to comply with its relocation plan as presented in a Relocation Assistance Plan to be reviewed and approved by the Town. In addition, the Grantee shall forward all permanent or temporary relocation notices and other related tenant correspondence to the Town for review and approval prior to issuing said documents or prior to committing any funds for relocation assistance, whichever occurs earlier.

21. LABOR STANDARDS.

The Grantee shall comply and/or ensure compliance with all applicable state and federal labor laws, including but not limited to the Davis/Bacon

Act, 40 U.S.C. 27a-5 et seq, as applicable pursuant to HOME Program regulation **24 CFR 92.354**. In particular, the Grantee shall comply and/or ensure compliance with all applicable federal laws and regulations pertaining to labor standards and HUD Handbook 1344.1 (Federal Labor Standards Compliance in Housing and Community Development Programs), and all future amendments and revisions thereto. Compliance with said regulation shall include, but shall not be limited to maintaining all required documentation and implementing all labor compliance procedures such as: screening contractors for debarment, on-site labor interviews, preconstruction meeting and instructions, etc. The Grantee shall require certification as to compliance with the provisions of this paragraph as required by the Town pursuant to HOME Program regulation **24 CFR 92.354**. The Davis/Bacon Act applies to HOME funded rehabilitation projects of twelve (12) or more HOME-assisted units.

22. CHANGES.

In the event that changes in the Project become necessary, including but not limited to changes in funding, scope, or duration, the Grantee shall notify the Town in writing of any such desired changes and if the Town agrees to such changes, they must be approved in writing by the Town and incorporated into this Agreement as amendments.

23. RECORDS.

The Grantee shall maintain all applicable records for the Project consistent with HOME program regulation **24 CFR 92.508 Recordkeeping**. In addition, the Grantee shall make available copies of all such records as may be requested by the Town or the Consortium.

24. REPORTS.

The Grantee shall cooperate with the Town in providing all data and information specific to its project in such formats and time frame as required by HUD and the Town within five (5) business days of request. Such reporting includes, but is not limited to the following:

- (a) all data required for the project completion report submitted to the Town within 30 days of project completion.
- (b) The Grantee shall provide to the Town annual income verification on all HOME-assisted tenants of said property as well as copies of all leases entered into for said property.
- (c) The Grantee shall provide documentation of Energy Star rating, if applicable.

25. FAITH-BASED ORGANIZATIONS.

- a) The Grantee shall comply with HOME Program regulation **24 CFR 92.257** with respect to the funding of faith-based organizations unless the activities are offered separately, in time or location, from the programs or services funded by the Loan Project, and participation is voluntary for the beneficiaries of the Loan.
- b) The Subgrantee shall not, in operating the Project, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.
HOME Program funds may not be used for the acquisition, construction, or rehabilitation of structures to the extent that those structures are used for inherently religious activities. They may be used for these purposes only to the extent that those structures are used for conducting eligible activities as per **24 CFR 92.257**. Where a structure is used for both eligible and inherently religious activities, HOME funds may not exceed the cost of those portions of the acquisition, construction, or rehabilitation that are attributable to the HOME Project. HOME funds may not be used for improvements to sanctuaries, chapels, or other rooms that are used as a principal place of worship. .

26. ASSIGNABILITY.

The Grantee shall not assign any interest in this Agreement and shall not transfer any interest in the same whether by assignment or novation without the prior written consent of the Town.

27. OBLIGATIONS.

The Town shall not be obligated to lend any funds to the Grantee unless and until the same are received from the Consortium. No Town funds are obligated under the terms of this Agreement, only such funds as received from the HOME Consortium Investment Trust Fund. The Town is obligated to the Grantee only to the extent that funds are actually released from the HOME Consortium Investment Trust Fund.

28. NOTICES.

All notices, reports, and submissions must be sent by mail to the following addresses:

Grantee:

Executive Director
Covenant Commonwealth Corporation
c/o B'nai B'rith Housing New England, Inc.
34 Washington Street
Brighton, MA 02135

Town:

Town Manager
Town of Sudbury

278 Old Sudbury Road, Sudbury MA 01776

Representative Member: WestMetro HOME Consortium Administrator
c/o Newton Planning and Development Department
Newton City Hall
1000 Commonwealth Avenue
Newton, MA 02459

29. LIENS.

The Grantee represents that any property benefiting through installation or construction of improvements as part of the Project is free from any attachments, tax liens, mechanics liens or any other encumbrances other than (a) encumbrances listed in the Commitment for Title Insurance and approved by the Town, (b) mortgages and associated covenants and restrictive agreements approved by the Town in closing documents associated with State and private subsidy and loan sources listed in Attachment A, as these may change with the written approval of the Town.

30. PROCEEDS

Except as otherwise specified in this Agreement, any proceeds of the Project may be retained by Grantee or by Subsidiary. Such proceeds must be used for HOME-eligible or other housing activities to benefit low-income families. Grantee shall report any such proceeds to the Town. However, funds recaptured because the HOME-assisted housing no longer meets the affordability requirements under **24 CFR 92.254(a)(5)(ii)** are subject to the requirements of **24 CFR 92.503**.

31. OTHER PROVISIONS/ATTACHMENTS.

All other provisions are set forth within the following attachments which are hereby incorporated into this Agreement:

Attachment A, PROJECT DESCRIPTION AND BUDGET
Attachment B, PROCESSING AND RELEASE OF PROJECT FUNDS
Attachment C, INSURANCE
Attachment D, CERTIFICATE OF VOTE AND AUTHORITY
Attachment E, STATE TAX ATTESTATION
Attachment F, FFATA FORM (if contract above \$30,000)
Attachment G, SECTION 3
Attachment I, WETLANDS MITIGATION MATERIALS/ORDER OF
CONDITIONS

SIGNATORIES

IN WITNESS WHEREOF the parties hereto have made this Agreement in triplicate as of the day first written above effective upon the date executed.

GRANTEE

Covenant Commonwealth Corporation

By: _____
 Name: Susan Gittelman
 Title: Executive Director

 Name:
 Title:

Town of Sudbury
 By its Town Manager

 Melissa Rodrigues, Esq.

 Date

**HOME PROJECT FUNDING AGREEMENT
PROJECT DESCRIPTION AND BUDGET
ATTACHMENT A**

1. NAME/BUDGET CODE: The Coolidge at Sudbury Project Phase II. HM20-10B
2. LOCATION: 187 Boston Post Road, Sudbury, Massachusetts, MA
3. PURPOSE: To provide a grant to Grantee, a Massachusetts non-profit corporation known as the GRANTEE, to assist with the development of 187 Boston Post Road. The property will provide 56 dwelling units of which two (2) 1-bedroom units will be rented as affordable units to 60% income eligible tenants under Section 92.206, and subject to this HOME Funding Agreement.
4. PROJECT FUNDING: \$ 178,203 of HM20-10B
5. DESCRIPTION: The Coolidge at Sudbury will be developed by Grantee or the Subsidiary and will provide 56 dwelling units of which two (2) 1-bedroom units will be rented as affordable units to 60% income eligible tenants under Section 92.206, and subject to this HOME Funding Agreement. The 2 HOME-assisted units shall be floating units.
6. USE OF HOME FUNDS: HOME funds will be available for acquisition, development costs and other costs of the project allowed under Section **24 CFR 92.206**.
7. MAXIMUM PER UNIT SUBSIDY AMOUNT: The proposed HOME funded subsidy levels shall not exceed limits published by HUD and current at the time of set-up in IDIS. Use of HOME funds together with other Federal funds shall comply with HOME Program regulation **24 CFR 92.250(b)** and the Consortium guidelines prohibiting excessive layering of Federal funds. The current HUD limits, effective December 31, 2018 are:

Unit size	HUD limits
1 BR	\$168,600

8. INCOME TARGETING: The project shall meet HOME requirements under **24 CFR 92.203** and **92.216**. The income of all tenants in units assisted by HOME funds will be verified to ensure that HUD's income eligibility standards are met.

Ninety percent of HOME funds used for rental housing must be used for units occupied by tenants whose annual incomes do not exceed 60% of area

median income. The actual income limits are determined by HUD and published annually in the Federal Register.

In rental projects with five or more HOME-assisted units, twenty percent of the HOME-assisted units must be occupied by tenants whose annual incomes do not exceed 50% of area median income.

9. **CURRENT HOUSEHOLD INCOME LIMITS:** The renters' income levels shall not exceed limits published by HUD and current at the time of set-up in IDIS. If HOME assisted property is rented, incomes must comply with **24 CFR Section 92.216**. If purchased, incomes must comply with **24 CFR Section 92.217**.

Current Household Income Limits, effective April 1, 2018

Income Limits (as of 4/1/18)	
1-person	\$ 45,300
2-person	\$ 51,780

10. **QUALIFICATION AS AFFORDABLE HOUSING, HOME AFFORDABILITY PERIOD:** This project will comply with **24 CFR Section 92.252** and satisfy requirements as follows:

Rents will be set at a level that meets all of the requirements under the HOME program guidelines **24 CFR Section 92.252**. The Town shall provide a schedule of rents for HOME Assisted units for approval by the Representative Member. The rents will not exceed the maximum HOME rent limits as determined by HUD.

Current 2018 1BR Published HOME Rents (effective April 29, 2018) are

Rents (as of 6/1/18)	1 BR
High HOME	\$ 1,344
Low HOME	\$ 1,011

Notwithstanding the above, if a HOME Assisted Unit receives federal or state project-based rental subsidy and the occupying household qualifies as a Low Income Household and pays as a monthly contribution towards rent not more than thirty percent (30%) of one-twelfth of their household income, then the maximum rent (i.e., tenant contribution plus rental subsidy) is the rent allowable under the federal or state rental subsidy program.

The HOME Affordability Period shall be 20 years, in accordance with 24 CFR 92.252 (e). The Period shall start on the **date of completion** of the project, as recorded by the Consortium in IDIS. The **date of completion** is defined in the General Provisions, Section 5(c)(i).

11. **AFFIRMATIVE MARKETING:** Town will require Grantee or Subsidiary to prepare an affirmative marketing plan for approval by the Town and the Consortium and shall comply with the "WestMetro HOME Consortium Affirmative Marketing Policy and Implementing Procedures"
12. **FUNDING INSTRUMENTS:** The Town will execute this FUNDING AGREEMENT with Grantee for the full amount of HOME funds. The funds are being distributed as a grant.

13. **PROJECT SCHEDULE:**

Construction Loan Closing:	April 2019
Construction Start:	May 2019
Construction 50 % complete:	January 2020
Construction 100 % complete:	December 2020
Sustained Occupancy:	December 2020

a) Notwithstanding the above, and in accordance with **The Consolidated and Further Continuing Appropriations Act of 2012 (P.L. 112-55)**, this Project must have completed all necessary construction work and receive a certificate of occupancy or other local certification indicating that construction has been completed and the Project is ready for occupancy no later than **four years** from the Effective Date of this Agreement.

b) If the Project is not completed within four years from the Effective Date of this Agreement, the Project will be considered "involuntarily terminated before completion" and the HOME funds invested must be repaid to HUD.

14. **INSURANCE AND IMDEMNIFICATION:** Town will require developer to comply with indemnification and insurance requirements, as stated in the Mutual Cooperation Agreement (the "MCA") by and between the Towns of Bedford, Belmont, Brookline, Concord, Lexington, Natick, Needham, Sudbury, Wayland and Watertown and the Cities of Framingham, Newton, and Waltham and the Town, dated June 26, 2013, as amended, executed pursuant to the Cranston-Gonzalez National Affordable Housing Act of 1991.
15. **FINANCIAL RECORDS:** The Town will require the developer demonstrate compliance with the program regulations, including:
- Have financial management systems conforming to **2 CFR Part 200**.
 - Have financial records which include cash receipts and disbursements register. All HOME funds and transactions must be clearly identifiable.
 - Copies of checks issued with HOME funds must be forwarded to the Town.
 - Have subsidiary records for each contract executed, including at minimum contract price, dates and amounts of payments and running balance as it pertains to the HOME funds expended under this funding agreement.

16. **ASSETS AND ACCOUNTS RECEIVABLES CONTROL:** The Town will establish and maintain accounting records which will track assets and receivables generated by HOME grants issued by the Town pursuant to this project, and will record revenue from such grants. The Town will require the developer to comply with MCA, Section 4.k, Reversion of Assets.
17. **DISPLACEMENT AND RELOCATION:** The Grantee or Subsidiary will comply with MCA, Section 10.q and HOME Program regulation **24 CFR 92.353**.
18. **ACQUISITION:** The Grantee or Subsidiary will comply with MCA, Section 10.r. and HOME Program regulations **24 CFR 92.353**.
19. **RECORDS:** The Town will require the developer to comply with MCA, Section 10.e. and HOME Program regulation **24 CFR 92.508**.
20. **PROPERTY STANDARDS:** Grantee or Subsidiary must meet property standards set out in **24 CFR 92.251**. Town will ensure that the units are inspected after completion and prior to rental by the Grantee's qualified inspector, for assurance that it meets Minimum Property Standards.
21. **SUBMITTALS:** The Town will ensure that IDIS setup requests, environmental clearance, insurance (including flood insurance) acquisition, and lower tier funding instruments are submitted to the Representative Member in a timely manner and as provided in the MCA.
22. Prior to request for setup in IDIS, the following documents shall be submitted:
- Final project schedule (if different than above)
 - Final project budget
 - Final Subsidy Layering Analysis/Underwriting Risk Assessment
 - Final Comprehensive Checklist
 - This Funding Agreement executed between the Town and Grantee.
23. The Grantee or Subsidiary shall ensure that, at the time of the closing of the HOME funds grant set forth in item 4 herein, an Affordable Housing Restriction shall be executed and recorded pursuant to **24 CFR Section 92.252** that is acceptable to the Town and the Representative Member.

HOME PROJECT FUNDING AGREEMENT PROCESSING AND RELEASE OF PROJECT FUNDS ATTACHMENT B

1. PRE-RELEASE REQUIREMENTS

- (a) **Funding Instruments.** The Town-Grantee HOME Project Funding Agreement must be fully executed between the Town of Sudbury and Grantee, and affordable housing restriction.
- (b) **Environmental Clearance.** Release of Funds must have been received from HUD for this project and the Consortium Representative Member must have approved final site specific environmental documentation.
- (c) **Set-Up Request.** The Town must have transmitted a project Set-Up Request to the Consortium Representative Member for Set-Up in the HUD IDIS system.

2. **METHOD OF PAYMENT.** If HOME funds are to be used for predevelopment costs incurred within 24 months prior to commitment of HOME funds in accordance with **92.206(d)(1)**, the Grantee shall submit a requisition at least three weeks prior to Construction Loan Closing and shall receive at time of Closing a lump sum payment of up to ninety-five percent (95%) of the HOME Program funds as specified in Attachment A and the balance of the grant amount after project completion, consistent with the disbursement procedure set forth in paragraph 3 below.

3. DISBURSEMENT PROCEDURE.

In advance of the closing of this HOME grant, the Grantee shall prepare an invoice in the manner described below.

At time of closing of this HOME grant, Town will disburse a check in the amount of ninety-five percent (95%) of the grant made payable to Grantee with documentation from Grantee for grant commitments for all additional funding sources.

Payment will be released after receipt of the above for the final HOME-assisted unit, including Recordation of the HOME-required deed restriction; and submission of final occupancy data to the Town and entry of same by the Representative Member in the HUD Information and Disbursement System ("IDIS").

- (a) **Invoice.**

The Grantee shall prepare an invoice on its letterhead with the following information: invoice number, date, name of project, contract number, type and amount of expenditure, and authorized signature, attach appropriate documentation and shall forward it to the Town.

- (b) **Requisition for HOME funds.** After review and approval of the Grantee transmittal, vendor or contractor invoice, and Construction Report (if applicable), the Town will prepare a Consortium requisition for HOME funds, in accordance with Consortium procedures and requirements including applicable Section 3 requirements and certifications.

Incomplete requisitions or requisitions not in full conformance with HOME Program regulations will be returned to the Grantee. In such case, processing of the Consortium requisition and drawdown of HOME funds will not be initiated, until such time as an approvable requisition is received.

- (c) **Processing of Consortium requisition.** After review and approval, the Consortium will process the requisition for payment through its accounts payable system. The A/P cycle takes approximately 15 days, provided all approvals for a requisition are in place by Wednesday of a typical workweek. It is anticipated that payees will be the Grantee and/or the Grantee's designated contractors, vendors and subrecipients.

- (d) **Retainage requirement.** The Town shall retain 5% of the HOME funds associated with this project until occupancy of the HOME-assisted units, the HOME-required deed restrictions have been recorded, and final occupancy data has been submitted to the Town and recorded by the Consortium in the HUD Information and Disbursement Information System (IDIS).

For the one percent (5%) balance of the grant, the Grantee shall prepare an invoice in the manner described below upon occupancy of the HOME assisted unit in the Project by an income-eligible household, as evidenced by delivery to the Town, in form acceptable to the Town, of:

- a. income verification of each household;
- b. HQS reports; and
- c. lease for each unit;

- (e) **Release of checks.** For acquisition, when released by the Consortium, checks will be held for pickup at the City of Newton's Treasurer's office by a person authorized in writing by the Town. For all other purposes when released by the Consortium checks will be transmitted to the designated payees by mail. The Consortium reserves the right to hold release of the final project payment pending satisfaction of all terms of this Agreement.

4. **FINANCIAL RECORDKEEPING REQUIREMENTS.**

- (a) **General.** The Town and the Grantee must have financial management systems conforming to **2 CFR Part 200 Subpart D – Post Award Requirements**
- (b) **Financial records.** The Town and Grantee shall at minimum have a HOME funds Cash receipts register and Cash disbursements register. All HOME funds and transactions must be clearly identifiable. Copies of checks issued with HOME funds must be forwarded to the Town as requested.

Subsidiary records shall be maintained for each contract signed and shall, at minimum, include contract price, dates and amounts of payments and running balance.

- (c) **Documentation.**
- (i) General. All HOME transactions must be supported by appropriate source documentation. This includes, but is not limited to: contracts, invoices, countersigned payrolls, time sheets, etc., evidencing the nature and propriety of each obligation and payment, and showing the approval of the individual at the Grantee organization who is designated as the HOME program director.
- (ii) Construction (if applicable). Contractor invoices must be accompanied by an itemized Application for Payment, prepared and signed by the contractor and architect, verified and countersigned by the Subgrantee and verified by the Town or its designee. If a pay item is funded both by HOME funds and other funds, the portion of each respective sources shall be broken out and identified.
- (iii) Supplemental information. The Town and Grantee agree to provide such financial reports and additional source documentation and to comply with such reasonable additional financial control procedures as may be required by the Town.

HOME PROJECT FUNDING AGREEMENT INSURANCE ATTACHMENT C

1. GENERAL. The Grantee, and contractors and subcontractors engaged by the Grantee, its agents, subsidiaries or designees to perform HOME Program-assisted projects shall, at all times, be required to maintain insurance coverage consistent with the character of the project. Each certificate of insurance as required herein shall name the Town and the Consortium as an additional insured party. Each policy and certificate shall provide for at least twenty (20) days notice of cancellation or termination to the Town and the Consortium. Certificates shall be provided to the Town and the Consortium by the Grantee at the time of execution of this Agreement and thereafter immediately upon demand. All renewal certificates shall be delivered to the Town and the Consortium at least thirty (30) days before expiration of the existing policy.

The following coverage will be required at the minimum amounts indicated below:

WORKMENS' COMPENSATION EMPLOYERS LIABILITY	Statutory coverage \$100,000 Coverage B
COMPREHENSIVE GENERAL LIABILITY BODILY INJURY	\$500,000 each occurrence \$1,000,000 aggregate
PROPERTY DAMAGE	\$500,000 each occurrence \$1,000,000 aggregate

NOTE: The Comprehensive General Liability policy must include coverage for:

- * Independent contractor's liability
- * Products and completed operations liability for a period not less than one year following completion of the contract.
- * Broad form property damage liability
- * X (Explosives), C (Collapse), and U (Underground) hazards liability, if applicable
- * Personal injury liability for all coverage
- * Contractual liability

2. PROFESSIONAL LIABILITY. The Grantee shall ensure that all engineers and architects engaged by the Grantee in any and all aspects relative to the project identified in **Attachment A** shall carry the following minimum amounts of insurance:

PROFESSIONAL LIABILITY (Errors/Omissions)	\$1,000,000 each occurrence \$1,000,000 aggregate
--	--

3. PROPERTY INSURANCE.

- a) **Rehabilitation Phase.** No later than 15 days prior to commencement of any rehabilitation and thereafter until construction is completed, Grantee or Subsidiary shall provide evidence of Builder's Risk insurance covering the Property. Said insurance will be in such amounts as deemed reasonable and prudent in accordance with standard construction practices and consistent with this Attachment, subject to the approval of the Town, which approval shall not be unreasonably withheld.
- b) [Reserved]
- c) **Hazard Insurance.** Grantee or Subsidiary shall keep the property continuously insured against damages resulting from hazards by maintaining an adequate extended coverage policy. In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following loss to the Property, any proceeds payable to Grantee are hereby assigned and shall be paid to the Town for application to the sums secured by the subject Mortgage and Note, with any excess to be paid to Grantee.
- d) [Reserved]
- e) **Restoration or Repair of Property.** In the event of fire, hazard or other similar occurrence resulting in the partial or total loss of the Property, Grantee shall restore the property unless Grantee and the Town determine that it is impossible or impractical to do so.

**HOME PROJECT FUNDING AGREEMENT
CERTIFICATE OF VOTE AND AUTHORITY
ATTACHMENT D**

Non-Profit Entities

By unanimous written consent of the Board of Directors of **_ Covenant Commonwealth Corporation** dated _____, it was voted that

each acting singly as President, Treasurer, Vice President, and Executive Director, respectively, of the Corporation be and he/she are authorized to execute contracts and bonds in the name and on behalf of the Corporation, and affix his/her seal thereto, and such execution of any contract or obligation in the name of the Corporation on its behalf by such person under seal of the Corporation shall be valid and binding upon the Corporation.

A TRUE COPY

ATTEST:

(print: name and title here)

ADDRESS:

I hereby certify that I am the Clerk of _____ and that

_____ are duly elected President, Treasurer, Vice President and Executive Director, respectively, of said Corporation, and the above vote has not been amended or rescinded and remains in full force and effect as of _____, 201_, the date on which the grantee's authorized representative, named above, affixed his/her signature to this contract.

(title)(Corporate Seal)

(Date)

**HOME PROJECT FUNDING AGREEMENT
STATE TAX ATTESTATION
ATTACHMENT E**

LEGISLATION ENACTED BY THE COMMONWEALTH OF MASSACHUSETTS,
EFFECTIVE JULY 1, 1983 REQUIRES THAT THE ATTESTATION BELOW BE
SIGNED.

A T T E S T A T I O N

Pursuant to M.G.L. Ch. 62C, Sec. 49A, I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all state tax returns and paid all state taxes required under law.

By: _____

**Soc. Secur. Number or EIN
(Volun. or Mand. if Applicable)

Date: _____

* Approval of a contract or other agreement will not be granted unless this certification clause is signed by the applicant.

**** Your social security number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended. This request is made under the authority of Mass. G. L. C. 62C, S. 49A.**

HOME PROJECT FUNDING AGREEMENT FFATA REPORT ATTACHMENT F

The Federal Funding Accountability and Transparency Act (FFATA) was signed into law on September 26, 2006. The intent is to empower every American with the ability to hold the government accountable for each spending decision. The FFATA legislation requires information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website.

A. SUB-RECIPIENT/CONTRACTOR INFORMATION

Name of HOME Sub-recipient or Contractor:

Name of Project/Activity:

Data Universal Number System (DUNS) Number: XXXXXXXX

A DUNS number is a unique nine-character identification number provided by the commercial company Dun & Bradstreet (D&B). If your business/organization does not already have a DUNS number, the process to request a DUNS number takes about 10 minutes and is free of charge. Call D&B at 866-705-5711 or for persons with a hearing impairment, the TTY number is 866-814-7818.

B. CERTIFICATION OF SUB-RECIPIENT/CONTRACTOR

Question 1(a): In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants and/or cooperative agreements; **and** (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants and/or cooperative agreements?

YES_____ NO_____

Question 1(b): Does the public have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

YES_____ NO_____

If the answers to question #1(a) and #1(b) are both yes, proceed to question #2. If the answers to question #1(a) and #1(b) are no, proceed to Section C of this form.

Question 2: List the names and total compensation of the five most highly compensated officers of the entity:

OFFICER	NAME	COMPENSATION
OFFICER 1		
OFFICER 2		
OFFICER 3		
OFFICER 4		
OFFICER 5		

C. CERTIFICATION OF SUB-RECIPIENT/CONTRACTOR

Officer and representative of:

Address:

Telephone Number:

On behalf of the Agency/Company, I hereby certify that the above information is true and accurate and is reported fully as required by the contract for this HOME assisted project. It is further understood that any payment from the WestMetro HOME Consortium for this project cannot be made until this report is submitted to the HOME Grantee.

Name and Title of the Authorized Representative
(print or type)

Signature of Authorized Representative

Date

HOME PROJECT FUNDING AGREEMENT ATTACHMENT G SECTION 3

Recipients of Community Development Block Grant and/or HOME projects exceeding \$200,000 and where the contractor or subcontractor is contractually obligated in excess of \$100,000, are required to submit a Section 3 Plan prior to construction start, and a Section 3 Final Report with the last requisition, in compliance with the regulations of 24 CFR 135 and Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. 17010. These regulations state that preference must be given in employment and training opportunities to lower-income project area residents and that subcontracts be awarded to eligible Section 3 businesses.

The Section 3 policy requires Sudbury to maintain an affirmative posture regarding employment opportunities for low- and moderate-income residents in connection with HOME Funded projects and encourages the hiring of such persons for new trainees, apprentices or regular positions which may become available as a result of such projects.

Each recipient, contractor and subcontractor must make a good faith effort to meet these same objectives with regard to both business and employment opportunities in connection with HOME Funded projects.

SECTION 3 CLAUSE

All Section 3 covered contracts shall include the following clause (referred to as the "Section 3 Clause"):

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The recipient agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the recipient's commitments under this Section 3

clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- D. The recipient agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The recipient will not subcontract with any subcontractor where the recipient has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- E. The recipient will certify that any vacant employment positions, including training positions, that are filled (1) after the recipient is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the recipient's obligations under 24 CFR part 135.
- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

Final payment will not be released until a Section 3 Utilization Report is submitted to the Town of Sudbury Planning and Development Department.

AFFORDABLE HOUSING RESTRICTION

TOWN OF SUDBURY Home Investment Partnerships Program

This Affordable Housing Restriction is made as of this ____ day of _____, 2019 by and between Covenant Commonwealth Corporation, a nonprofit corporation, organized and existing under the laws of the Commonwealth of Massachusetts, with a usual place of business at 34 Washington Street, Brighton, Massachusetts 02135 (the “Grantor”) and the Town of Sudbury, a municipal corporation, with an address at 278 Old Sudbury Road, Sudbury, Massachusetts 01776 (the “Town” or the “Holder”).

Background

A. The Grantor is obtaining secured financing from the Town, through its HOME Investment Partnerships Program pursuant to 24 CFR Part 92 (the “HOME Program”) (the “Loan”) in connection with the construction of 56 rental units located at 187 Boston Post Road, Sudbury, Massachusetts, said parcel more particularly described in Exhibit A hereto (the “Property”).

B. The Grantor has executed certain documents, instruments and agreements in favor of the Town in connection with the Loan, including a HOME Project Funding Agreement and this Affordable Housing Restriction (collectively, the “Loan Documents”).

C. Pursuant to the Loan Documents, the Grantor has agreed to rent two (2) dwelling units on the Property at reduced rents to Low Income Families, as defined and described herein and pursuant to the requirements of Chapter 121B of the Massachusetts General Laws (the “Act”) and the regulations at 760 CMR 4.00 through 11.00 as modified by any waivers granted thereto by the Massachusetts Department of Housing and Community Development (the “Regulations”).

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Town and the Grantor agree that the Affordable Housing Restriction shall encumber the Property.

The terms of this Affordable Housing Restriction, authorized by G.L. c. 184, §§31-33 and otherwise by law, are as follows:

1. Purposes. The purpose of this Affordable Housing Restriction is to assure that the Property will be retained as affordable housing for occupancy by Low Income Families, as defined herein.

2. Scope. The Grantor intends, declares and covenants, on behalf of itself and its successors and assigns, that the covenants and restrictions set forth in this Affordable Housing Restriction regulating and restricting the use, occupancy and transfer of the Property

(collectively, the “Affordability Restrictions”) (i) shall be and are covenants running with the Property, encumbering the Property for a term of twenty (20) years after the date hereof, binding upon the Grantor’s successors in title and all subsequent owners of the Property, (ii) are not merely personal covenants of the Grantor, and (iii) shall bind the Grantor and its successors and assigns (and the benefits shall inure to the Holder and to any past, present or prospective tenant of the Property). The Grantor acknowledges that the Loan from the Holder that it has and will receive in developing the Property as affordable rental housing, includes certain program restrictions more fully set forth in Paragraph 7 hereof (the “Restrictions”). This Affordable Housing Restriction and the Restrictions contained herein shall continue in force for their stated term regardless of payment or prepayment of the Loan in connection with which the Restrictions were imposed.

3. Duration Not Limited. This Affordable Housing Restriction is intended to be construed as an affordable housing restriction as defined in Section 31 of Chapter 184 of the Massachusetts General Laws which has the benefit of Section 32 of said Chapter 184, such that the restrictions contained herein shall not be limited in duration by any rule or operation of law. The Grantor hereby agrees that this Affordable Housing Restriction satisfies in full any and all requirements of the laws of the Commonwealth of Massachusetts such that it constitutes deed restrictions and covenants running with the land and that any requirements of privity of estate are deemed to be satisfied in full, or in the alternative, that an equitable servitude has been created to insure that this Affordable Housing Restriction runs with the land. This Affordable Housing Restriction and all of the agreements, restrictions, rights and covenants contained herein shall also be deemed to be “other restrictions held by any governmental body” pursuant to M.G.L. c. 184, § 26 such that the restrictions contained herein shall be enforceable for its full term and not be limited in duration by any contrary rule or operation of law, and in any event shall be enforceable for a term of 20 years.

4. Subsequent Conveyances. Each and every contract, deed or other instrument hereafter executed conveying the Property or portion thereof shall expressly provide that such conveyance is subject to this Affordable Housing Restriction, provided, however, that the covenants contained herein shall survive and be effective regardless of whether such contract, deed or other instrument hereafter executed conveying the Property or portion thereof provides that such conveyance is subject to this Affordable Housing Restriction.

5. Permitted Use. The Property shall be used for fifty-six (56) units of rental housing (the “Units”) of which two floating one-bedroom units shall be subject to the occupancy restrictions set forth herein (the “HOME Assisted Units”). The Grantor shall not permit the use of any Unit for any purpose other than rental housing. Each of the Units shall (i) contain complete facilities for living, sleeping, eating, cooking and sanitation which are to be used on other than a transient basis and (ii) meet the housing quality standards set forth in the regulations of the United States Department of Housing and Urban Development (“HUD”) at 24 C.F.R. §982.401 or any successor thereto, the accessibility requirements at 24 C.F.R. Part 8 or any successor thereto (which implement Section 504 of the Rehabilitation Act of 1973) and, if applicable, the design and construction requirement of 24 C.F.R. §100.205 or any successor thereto (which implement the Fair Housing Act).

6. Tenant Selection.

(a) Nondiscrimination. The Grantor shall not discriminate on the basis of race, creed, color, sex, age, handicap, marital status, sexual preference, national origin or any other basis prohibited by law in the lease, use and occupancy of the HOME Assisted Unit or in connection with the employment or application for employment of persons for the operation and management of the HOME Assisted Unit. The Grantor shall not discriminate against, or refuse to lease, rent or otherwise make available the HOME Assisted Unit to, a holder of a certificate or voucher under the Federal Rental Certificate Program or the Federal Rental Voucher Program (24 C.F.R. Part 982) or a holder of a comparable document evidencing participation in a HOME tenant-based assistance program because of the status of the prospective tenant as a holder of such certificate, voucher or comparable HOME tenant-based assistance document.

(b) Selection Policies. The Grantor shall adopt and submit to the Holder for approval resident selection policies and criteria acceptable to the Holder that conform to the requirements of the Act and the Regulations and:

- (i) Are consistent with the purpose of providing housing for Low Income Families as defined below and required herein;
- (ii) Are reasonably related to HOME Program eligibility of prospective tenants and to the prospective tenants' ability to perform the obligations of the Grantor's form lease;
- (iii) Give reasonable consideration to the housing needs of Families (as defined below) that would have preference under Section 6(c)(4)(A) of the United States Housing Act of 1937 (42 U.S.C. §1437 et seq.); and
- (iv) Provide for (x) the selection of residents from a written waiting list in the chronological order of their application, insofar as practicable and (y) the prompt written notification to any rejected applicant of the grounds for any rejection.

The Grantor shall also provide the Holder with an affirmative marketing plan acceptable to the Holder. The affirmative marketing plan must comply with all applicable statutes, regulations and executive orders, and with the HOME Program affirmative marketing requirements. The approved marketing plan and the approved resident selection policies and criteria shall be adhered to in every respect.

7. Occupancy Restrictions.

(a) Low Income Units: Two (2) HOME Assisted Units shall be leased exclusively to Low Income Families. The monthly rent charged to a Low Income Family occupying a HOME Assisted Unit shall conform with the requirements of the Act and the Regulations, and shall not exceed the lesser of Fair Market Rent or an amount equal to (x) one-twelfth of thirty percent (30%) of sixty-five percent (65%) of the Bedroom Adjusted

AMI, minus (y) if applicable, an allowance established by the Holder for any utilities and services (excluding telephone) to be paid by the occupying Family. A Family who resides in a HOME Assisted Unit, who qualified as a Low Income Family at the time of such Family's initial occupancy and whose Household Income exceeds sixty percent (60%), but does not exceed eighty percent (80%) of the Family-size Adjusted AMI, shall continue to be treated as a Low Income Family and the foregoing maximum rent shall continue to apply to such Family. A Family who resides in a HOME Assisted Unit, who qualified as a Low Income Family at the time of such Family's initial occupancy and whose Household Income exceeds eighty percent (80%) of the Family-size Adjusted AMI, shall, from and after the expiration of the then-current term of such Family's lease, no longer be treated as an income-qualified Family and must pay, as monthly rent, the Over-income Rent.

(b) Applicable Lease Term, Change of Status. References in the foregoing provisions of the "then-current term of such Family's lease" shall refer to the term of the lease or occupancy agreement in effect on the date of the required delivery of the income certification that reflects (or that, if duly delivered, would have reflected) the applicable increase in such Family's income. .

(c) Federal or State Rental Subsidy. If a HOME Assisted Unit receives federal or state project-based rental subsidy and the occupying Family qualifies as a Low Income Family or Very Low Income Family and pays as a contribution towards rent not more than thirty percent (30%) of one-twelfth of the Family's Household Income, then the maximum rent (i.e., tenant contribution plus rental subsidy) is the rent allowable under the federal or state rental subsidy program.

(d) Next Available Unit Rule: If at any time fewer than the required number of HOME-Assisted Units are leased, rented, or occupied by Low Income Families or Very Low Income Families, the next available Unit (as may be applicable) shall be leased, rented or otherwise made available to a Low Income Family or Very Low Income Family until the required number of HOME Assisted Units occupied by Low Income Families or Very Low Income Families is again obtained.

(e) Definitions.

"Area" shall mean the Boston-Cambridge-Quincy Metropolitan Statistical Area or successor area as established by HUD.

"Bedroom Adjusted AMI" applicable to a Unit shall mean the median income for the Area, with adjustments for the number of bedrooms in such Unit, as determined from time to time by HUD pursuant to Section 8 of the United States Housing Act of 1937, as amended. For purposes of adjustments for the number of bedrooms in a Unit, a Unit that does not have a separate bedroom is assumed to be occupied by one individual and a Unit with one or more separate bedrooms is deemed assumed to be occupied by 1.5 individuals for each bedroom (with the total number of individuals rounded up).

“Disabled Family” shall have the meaning set forth in 24 C.F.R. §5.403403 (or any successor regulation).

“Fair Market Rent” shall mean the fair market rent for existing housing for comparable units in the Area as established by HUD under regulations promulgated at 24 C.F.R. §888.111 (or successor regulations).

“Family” shall have the meaning set forth in 24 C.F.R. §5.403 (or any successor regulation). Notwithstanding the foregoing, a household comprised of a full-time student or students shall not qualify as a Family except as permitted under the federal low-income housing tax credit program pursuant to Section 42(i)(3)(D) of the Internal Revenue Code of 1986, as amended.

“Family-size Adjusted AMI” shall mean the median income for the Area, adjusted for family size, as determined from time to time by HUD pursuant to Section 8 of the United States Housing Act of 1937, as amended.

“Household Income” shall mean a Family’s adjusted annual income determined in the manner set forth in 24 C.F.R. §5.609 (or any successor regulations).

“HUD” shall mean the United States Department of Housing and Urban Development.

“Over-income Rent” shall mean, for a particular over-income Family, a monthly rent equal to the lesser of (x) one-twelfth of thirty percent (30%) of the Family’s Household Income as recertified annually or (y) the comparable market rent for the Family’s Unit.

“Very Low Income Family” shall mean a Family or Disabled Family whose Household Income is less than or equal to fifty percent (50%) of the Family-sized Adjusted AMI.

8. Income Certifications. The Grantor represents, warrants and covenants that the determination of whether a Family occupying a HOME Assisted Unit meets the income requirements set forth herein shall be made by Grantor at the time of leasing of a HOME Assisted Unit and thereafter at least annually on the basis of the current income of such Family. In initially verifying a Family’s income, the Grantor shall examine the source documents evidencing annual income (e.g., wage statements, interest statements, unemployment compensation statements) for the Family. Grantor shall maintain as part of its records copies of all leases of HOME Assisted Unit and all initial and annual income certifications by tenants of HOME Assisted Units. Within sixty (60) days after the end of each calendar year, the Grantor shall provide to the Holder annual reports consisting of certifications regarding the annual and monthly gross and adjusted income of each Family occupying a HOME Assisted Unit. With respect to Families who moved to HOME Assisted Units in the prior year, the annual report shall also include certifications regarding the annual and monthly gross and adjusted incomes of such Families at the time of their initial occupancy of a HOME Assisted Unit. The annual reports shall be in a form approved by the Holder and shall contain such supporting documentation as the Holder shall reasonably require. In addition to the foregoing, Grantor shall keep such additional records and prepare and submit to the Holder such additional reports as the Holder

may deem necessary to ensure compliance with the requirements of this Affordable Housing Restriction and of the HOME Program.

9. Rent Schedule. Initial monthly rents and monthly allowances for utilities and services for all HOME Assisted Units shall be as set forth in Exhibit B attached hereto. Annually as part of the annual reports required under Section 8 above, Grantor shall submit to the Holder a proposed schedule of monthly rents and monthly allowances for utilities and services for all HOME Assisted Units. The rent schedule shall include the maximum rents applicable to HOME Assisted Units under Section 7 above. Such schedule shall be subject to the approval of the Holder for compliance with their requirements in Section 7 above. Rent increases shall be subject to the provisions of outstanding leases and shall not be implemented without at least thirty (30) days' prior written notice by Grantor to all affected tenants.

10. Lease Form. Grantor shall use the form of lease approved by Department of Housing and Community Development for housing subject to the Act.

Grantor may not terminate the tenancy or refuse to renew the lease of an occupant of a HOME Assisted Unit except (i) for serious or repeated violation of the terms and conditions of the lease; (ii) for violations of applicable federal, state or local law; (iii) for completion of the tenancy period for transitional housing; (iv) if renewal of the lease would violate the terms of this Affordable Housing Restriction or (v) for other good cause. Any termination or refusal to renew must be preceded by not less than thirty (30) days by Grantor's service on the tenant of a written notice specifying the grounds for the action.

11. Transfer Restriction, Right of First Refusal. The Grantor may not sell, transfer or exchange (collectively, "Transfer") all or any of the Property without the Holder's prior written consent, which consent shall not be unreasonably withheld or delayed. The Property shall not be converted to a condominium or cooperative form of ownership, without the prior written consent of the Holder.

Grantor shall not change the management agent for any of the Property or materially amend the management agreement without the Holder's prior written consent, which consent shall not be unreasonably withheld or delayed.

When the Grantor (which includes any successor in title) proposes to Transfer the Property, or any portion thereof, the Grantor shall notify the Holder in writing of the Grantor's intention to so Transfer the Property, including the proposed transferee, all consideration for the transfer, other materials terms and conditions of the transfer and a statement of the transferee's experience in owning and operating affordable housing ("Notice"). Grantor agrees to secure an assignment and assumption agreement from transferee in connection with closing of the transfer

12. No Demolition. The Grantor shall not demolish any part of any of the Property or substantially subtract from any real or personal property included within any of the Property except in conjunction with renovation or rehabilitation of the HOME Assisted Unit or construction of a new project on any of the Property, in either case subject to the prior written consent of the Holder, which consent may be granted or withheld in the Holder's sole judgment.

13. Casualty. The Grantor represents, warrants and agrees that if any of the Property, or any part thereof, shall be damaged or destroyed, the Grantor (subject to the approval of the lender(s) providing financing) shall use its best efforts to repair and restore the HOME Assisted Unit to substantially the same condition as existed prior to the event causing such damage or destruction, and the Grantor represents, warrants and agrees that the HOME Assisted Unit shall thereafter continue to operate in accordance with the terms of this Affordable Housing Restriction.

14. Other Federal Requirements; Inspection. Any use of any of the Property or activity thereon which is inconsistent with the purpose of this Affordable Housing Restriction is expressly prohibited. Grantor shall carry out each activity provided for in this Agreement in compliance with (x) all applicable federal laws and regulations described in 24 CFR §92.350 (nondiscrimination and equal opportunity; disclosure requirements; debarred, suspended or ineligible contractors; and drug-free workplace), §92.353 (displacement, relocation, and acquisition), §92.355 (lead-based paint) and §92.356 (conflict of interest). Grantor hereby grants to the Holder and their duly authorized representatives the right to enter any of the Property (a) at reasonable times and in a reasonable manner for the purpose of inspecting the Property to determine compliance with this Affordable Housing Restriction or any other agreement between Grantor and such the Holder and (b) after 30 days prior written notice, to take any reasonable and appropriate action under the circumstances to cure any violation of the provisions of this Affordable Housing Restriction. The notice referred to in clause (b) shall include a clear description of the course and approximate cost of the proposed cure.

15. Enforcement. The Holder shall have the right to monitor and enforce compliance with the Affordability Restrictions as set forth in this Affordable Housing Restriction and the rights hereby granted shall include the right of the Holder to enforce this Affordable Housing Restriction by appropriate legal proceedings and to obtain injunctive and other equitable relief against any violations of the Affordability Restrictions, including without limitation relief requiring restoration of the Property to its condition prior to any such violation (it being agreed that the Holder will have no adequate remedy at law), and shall be in addition to, and not in limitation of, any other rights and remedies available to the Holder. Grantor covenants and agrees to reimburse the Holder, as the case may be, all reasonable costs and expenses (including without limitation reasonable counsel fees) incurred in enforcing this Affordable Housing Restriction or in taking reasonable measures to cure any violation hereof, provided that a violation of this Affordable Housing Restriction is acknowledged by Grantor or determined by a court of competent jurisdiction to have occurred. By its acceptance of this Affordable Housing Restriction, the Holder does not undertake any liability or obligation relating to the condition of any of the Property. If any provision of this Affordable Housing Restriction shall to any extent be held invalid, the remainder shall not be affected.

16. Further Assurances. The Holder is authorized to record or file any notices or instruments appropriate to assuring the enforceability of this Affordable Housing Restriction; and the Grantor on behalf of itself and its successors and assigns appoints the Holder its attorney-in-fact to execute, acknowledge and deliver any such instruments on its behalf. Without limiting the foregoing, the Grantor and its successors and assigns agree to execute any such instruments upon request. The benefits of this Affordable Housing Restriction shall be in gross and shall be

assignable by the Holder. The Grantor and the Holder intend that the restrictions arising hereunder take effect upon the date hereof, and to the extent enforceability by any person ever depends upon the approval of governmental officials, such approval when given shall relate back to the date hereof regardless of the date of actual approval or the date of filing or recording of any instrument evidencing such approval.

17. Senior Lender Foreclosure. Subject to the provisions of this Section, if the holder of record of a first mortgage granted to a state or national bank, state or federal savings and loan association, cooperative bank, mortgage company, trust company, insurance company or other institutional or governmental or quasi-governmental lender shall acquire any of the Property by reason of foreclosure or similar remedial action under the provisions of such mortgage or upon conveyance of any of the Property in lieu of foreclosure, and provided that the holder of such mortgage has given the Holder not less than sixty (60) days' prior written notice of its intention to foreclose upon its mortgage or to accept a conveyance of any of the Property in lieu of foreclosure, and the Holder has failed within such sixty (60) days to locate a purchaser for the Property who is capable of operating the Property for the uses permitted under this Affordable Housing Restriction and who is reasonably acceptable to such mortgage holder, then except as provided below, the rights and restrictions herein contained shall not apply to such mortgage holder upon such acquisition of the Property, or to any purchaser of any of the Property from such mortgage holder, and such Property shall, subject to the next two succeeding paragraphs of this Section, thereafter be free from all such rights and restrictions.

Notwithstanding the foregoing, the rights and restrictions contained herein shall terminate only to the extent it is financially infeasible to maintain the level of affordability required by this Affordable Housing Restriction or some lesser level of affordability (i.e., fewer HOME Assisted Units or HOME Assisted Units affordable to persons or families with higher annual incomes than those required by this Affordable Housing Restriction). "Financially infeasible" shall mean (i) with respect to the operation of the Property, that the rent and other income from the Property is, or is reasonably projected to be, less than the reasonable expenses required (or reasonably projected to be required) to maintain and operate the Property and (ii) with respect to a sale of the Property, that the restrictions would prevent (or be reasonably projected to prevent) the mortgage holder from recovering all amounts due and owing with respect to its financing of the Property, including without limitation, principal, interest, charges, costs, expenses, late fees and prepayment premiums. Financial infeasibility shall be determined by the mortgage holder in its reasonable discretion after consultation with the Holder. The mortgage holder shall notify the Holder of the extent to which the rights and restrictions contained herein shall be terminated and the Grantor agrees to execute any documents required to modify this Affordable Housing Restriction to conform to the mortgage holder's determination. The Grantor hereby irrevocably appoints the mortgage holder and the Holder its true and lawful attorney-in-fact, with full power of substitution, to execute, acknowledge and deliver any such documents on behalf of the Grantor should the Grantor fail or refuse to do so.

The rights and restrictions contained herein shall not lapse if any of the Property are acquired through foreclosure or deed in lieu of foreclosure by (i) Grantor, (ii) any person with a direct or indirect financial interest in Grantor, (iii) any person related to a person described in clause (ii) by blood, adoption or marriage, (iv) any person who is or at any time was a business associate of

a person described in clause (ii), and (v) any entity in which any of the foregoing have a direct or indirect financial interest (each a “Related Party”). Furthermore, if any of the Property is subsequently acquired by a Related Party during the period in which this Affordable Housing Restriction would have remained in effect but for the provisions of this Section, this Affordable Housing Restriction shall be revived and shall apply to the Property as though it had never lapsed.

In the event such mortgage holder conducts a foreclosure or other proceeding enforcing its rights under such mortgage and any of the Property are sold for a price in excess of the sum of the outstanding principal balances of all notes secured by mortgages of such Property, plus all future advances, accrued interest and all reasonable costs and expenses which the holders thereof are entitled to recover pursuant to the terms of such mortgages, such excess shall be paid to the Holder, in consideration of the loss of the value and benefit of the rights and restrictions herein contained and released by the Holder pursuant to this Section in connection with such proceeding (provided, that in the event that such excess shall be so paid to the Holder by such mortgage holder, the Holder shall thereafter indemnify to the extent permitted by law such holder against loss or damage to such holder resulting from any claim made by the mortgagor of such mortgage to the extent that such claim is based upon payment of such excess by such mortgage holder to the Holder in accordance herewith, provided that such mortgage holder shall give Holder the prompt notice of any such claim and shall not object to intervention by the Holder in any proceeding relating thereto). To the extent the Grantor possesses any interest in any amount which would otherwise be payable to the Holder under this paragraph, to the full extent permissible by law, the Grantor hereby assigns its interest in such amount to said mortgage holder for payment to the Holder.

18. Notices. Any notice, request or other communication which either party hereto may be required or may desire to give hereunder shall be made in writing, and shall be deemed to have been properly given if hand delivered, if sent by recognized overnight courier, receipt confirmed, or if mailed by United States registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

If to Grantor:

Covenant Commonwealth Corporation
c/o B’nai B’rith Housing New England, Inc.
34 Washington Street
Brighton, MA 02135
Attn: Executive Director

With a copy to:

Nixon Peabody LLP
Exchange Place
53 State Street
Boston, MA 02109
Attn: Paul E. Bouton, Esq.

If to the Town:

Town Manager
Town of Sudbury
278 Old Sudbury Road
Sudbury, MA 01776

or such other address as the party to be served with notice may have furnished in writing to the party seeking or desiring to serve notice as a place for the service of notice. A notice sent by certified or registered mail shall be deemed given three days after mailing; a notice sent by overnight courier shall be deemed given one day after deposit with such courier; and a notice delivered by hand shall be deemed given upon receipt.

19. Amendment; Termination; Waiver; Counterparts. The Holder may with Grantor's consent, at any time, whether or not foreclosure proceedings have been initiated modify or amend the Affordability Restrictions, and the Grantor and the Holder agree to execute any documents required to effectuate such action. The Holder may unilaterally and at its option, at any time, whether or not foreclosure proceedings have been initiated subordinate, terminate or discharge the Affordability Restrictions, and the Grantor and the Holder agree to execute any documents required to effectuate such action. The Grantor hereby irrevocably appoints the Holder or any agent designated by the Holder as its true and lawful attorney-in-fact, with full power of substitution, to execute, acknowledge, and deliver any such documents on behalf of the Grantor which the Grantor fails or refuses to do.

Nothing contained herein is intended to or shall impair the obligations of the Grantor to the Holder. Except as otherwise provided herein, the right of the Holder to enforce the provisions of this Affordable Housing Restriction shall not at any time be prejudiced or impaired (i) by any act or failure to act on the part of the Holder, including, without limitation, any forbearance, waiver, consent, compromise, amendment, extension or renewal with respect to Grantor's obligations to the Holder or (ii) by noncompliance by the Grantor with the terms of this Affordable Housing Restriction. This Affordable Housing Restriction may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument.

No documentary stamps are required since this Affordable Housing Restriction is not being purchased by the Holder.

[Signature Pages to Follow]

Witness our hands and seals as of the date first written above.

GRANTOR:

Covenant Commonwealth Corporation

By: _____
Susan Gittleman, Executive Director

COMMONWEALTH OF MASSACHUSETTS

County of _____, ss., _____, 2019

Then personally appeared the above-named Susan Gittleman, the Executive Director of Covenant Commonwealth Corporation as stated above, and proved to me through satisfactory evidence of identification, which was _____, to be the person who name is signed on the preceding or attached document and acknowledged to me that he/she signed it voluntarily for its stated purpose as Executive Director of Covenant Commonwealth Corporation.

Notary Public
My Commission Expires:

HOLDER:

TOWN OF SUDBURY

By: _____

Melissa Murphy-Rodrigues, Town Manager

COMMONWEALTH OF MASSACHUSETTS

County of Middlesex, ss. _____, 2019

Then personally appeared the above-named Melissa Murphy-Rodrigues, the Town Manager of the Town of Sudbury, and proved to me through satisfactory evidence of identification, which was _____, to be the person who name is signed on the preceding or attached document and acknowledged to me that he signed it voluntarily for its stated purpose as Town Manager, Town of Sudbury.

Notary Public
My Commission Expires:

EXHIBIT ADescription of the Property

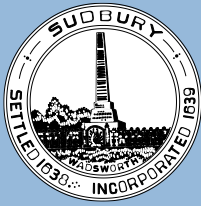
Property Address:

187 Boston Post Road, Sudbury, MA

EXHIBIT BRent Schedule**Rent Schedule:**

Low-Income (below
60%):

	<i>Contract</i>	<i>Utility</i>	<i>Total</i>	<i>No. of</i>
	<i>Rent</i>	<i>Allowance</i>	<i>Gross Rent</i>	<i>Units</i>
SRO				
0 bedroom				
1 bedroom			\$1,344	2
2 bedrooms				
3 bedrooms				
4 bedrooms				



TIMED ITEM

5: Meet with FinCom to discuss ATM articles

REQUESTOR SECTION

Date of request:

Requestor: FinCom Chair

Formal Title: Open joint meeting with Finance Committee to discuss town budget recommendations and Town Meeting articles.

Recommendations/Suggested Motion/Vote: Open joint meeting with Finance Committee to discuss town budget recommendations and Town Meeting articles.

Background Information:
attached is list of articles and a memo from Selectman Simon

Financial impact expected:

Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

Patty Golden	Pending
Melissa Murphy-Rodrigues	Pending
Jonathan Silverstein	Pending
Robert C. Haarde	Pending
Board of Selectmen	Pending

03/26/2019 6:00 PM

MEMO

March 20, 2019

Since attending a Finance committee meeting in February and listening to the Fin Com chair and a Fin Com member address the Board of Selectmen on March 12, 2019, there are three areas which concern me:

1. Finance Committee's process at meetings for evaluating and voting on requests for capital funding, i.e., articles on the town meeting warrant for funding a capital item,
2. Fin Com's concern with taxation of residents as a factor in making capital article recommendations, and giving 'tax breaks',
3. Fin Com's use of language that threatens an increase in taxes, as a means to discourage town meeting support for capital items when they report on capital items at town meeting.

I am also concerned about Fin Com's arbitrary and ad hoc use of financial and capital policy, to influence its decisions on town meeting warrant, which may be contrary to those established by the Town Manager pursuant to her responsibilities under the town charter, and policies/positions adopted by the Board of Selectmen, which would be outside of Fin com's mission statement and area of responsibility.

If Fin Com is so concerned about capital spending, it has an equal responsibility to balance that concern with the extent and consequences of long-term capital underfunding, and avoiding significant fluctuations in capital spending. Fin Com has not addressed those two aspects of the town budget and needs.

Len Simon

Bryan Sudbury <bryansudbury@gmail.com>

3/5/2019 7:13 PM

Re: Capital funding

To Leonard Simon <lensimon@comcast.net> Copy Finance Committee <fincom@sudbury.ma.us> •
Melissa Murphy-Rodrigues <rodriguesm@sudbury.ma.us>

Hi Len - Thanks for your email. We will definitely make recommendations to Town Meeting on all Sudbury's financial matters. We can certainly opine at town meeting on our beliefs for capital funding, but without specific articles, we would be outside the four corners of any article. If an article came forward specific to capital funding, we would comment on that.

Thank you for your inquiry -

Bryan Semple

On Tue, Feb 26, 2019 at 3:34 PM Leonard Simon <lensimon@comcast.net> wrote:

Members of the Finance Committee:

At your meeting last night (February 25) there was considerable discussion about the town's capital and how it should be financed.

On the town's website the Finance Committee's function is described, in part, as follows:

The Finance Committee's primary responsibility is to make recommendations to Town Meeting on all of Sudbury's financial matters.

Since capital funding is an integral part of the town's 'financial matters' I pose the following questions:

1. Has the Finance Committee developed a written policy regarding capital funding?
2. Has the Finance Committee made recommendations about capital funding?
3. Has the Finance Committee adopted any guidelines for its own use and/or reference regarding capital funding?
4. Has the Finance Committee adopted any guidelines for the Town's use and/or reference regarding capital funding?
5. Has the Finance Committee come up with any principles about capital funding?

In using the term 'capital funding' I am not referring to any specific item or project, but rather, the topic in general.

Finally, does the Finance Committee have any plans to discuss capital funding with an eye toward developing a policy or recommendations about capital funding?

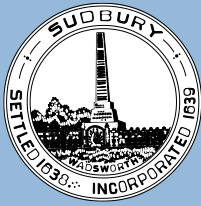
Attachment5.a: Simon_FinCom (3049 : Meet with FinCom to discuss ATM articles)

Thank you for your consideration of the above.

Len Simon

Board of Selectmen

These questions are my own, individually, and I am not speaking for, or, on behalf of the Board of Selectmen.

**SUDBURY BOARD OF SELECTMEN**

Tuesday, March 26, 2019

TIMED ITEM**6: Close joint meeting with FinCom****REQUESTOR SECTION**

Date of request:

Requested by: Patty Golden

Formal Title: Close joint meeting with Finance Committee.

Recommendations/Suggested Motion/Vote: Close joint meeting with Finance Committee.

Background Information:

Financial impact expected:

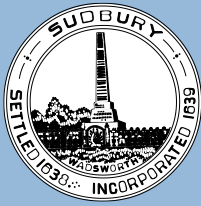
Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

Patty Golden	Pending
Melissa Murphy-Rodrigues	Pending
Jonathan Silverstein	Pending
Robert C. Haarde	Pending
Board of Selectmen	Pending

03/26/2019 6:00 PM



SUDBURY BOARD OF SELECTMEN
Tuesday, March 26, 2019

7

MISCELLANEOUS (UNTIMED)

7: Camp Sewataro

REQUESTOR SECTION

Date of request:

Requested by: Patty Golden

Formal Title: Discussion on Camp Sewataro

Recommendations/Suggested Motion/Vote: Discussion on Camp Sewataro

Background Information:

Financial impact expected:

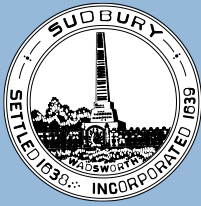
Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

Patty Golden	Pending
Melissa Murphy-Rodrigues	Pending
Jonathan Silverstein	Pending
Robert C. Haarde	Pending
Board of Selectmen	Pending

03/26/2019 6:00 PM

**SUDBURY BOARD OF SELECTMEN**

Tuesday, March 26, 2019

MISCELLANEOUS (UNTIMED)**8: Minutes approval Jan 22****REQUESTOR SECTION**

Date of request:

Requested by: Patty Golden

Formal Title: Discussion and vote whether to approve the regular session minutes of January 22, 2019 as amended by Selectman Simon, and whether to incorporate edits provided by other Board members.

Recommendations/Suggested Motion/Vote: Discussion and vote whether to approve the regular session minutes of January 22, 2019 as amended by Selectman Simon, and whether to incorporate edits provided by other Board members.

Background Information:

Attached (a) original draft minutes without Selectman Simon's amendment; (b) Selectman Simon's email to Board; (c) Selectman Simon's amendment with compilation of redline edits submitted by Selectmen Carty and Brown.

Financial impact expected:

Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

Patty Golden	Pending
Melissa Murphy-Rodrigues	Pending
Jonathan Silverstein	Pending
Robert C. Haarde	Pending
Board of Selectmen	Pending

03/26/2019 6:00 PM

Golden, Patricia

From: Leonard Simon <lensimon@comcast.net>
Sent: Friday, March 15, 2019 3:21 PM
To: Golden, Patricia
Cc: Rodrigues, Melissa
Subject: Minutes of January 22, 2019 BOS meeting, amendments.
Attachments: BOS_draft1_1.22.19_min combined edits.docx

Patty,

Please include this email and attachment in our packets for the March 26, BOS meeting. If you need a hard copy please let me know.

Len

Fellow members of the Board.

I have incorporated all of our changes to the draft minutes of the January 22, 2019, BOS meeting into a single document. I have maintained the thrust of all of our comments in the single document.

I am hopeful we can approve this version and avoid unnecessary discussion.

Thank you.

Len

Attachment8.b: LSimon_email (3196 : Minutes approval Jan 22)

Len Simon
February 26, 2019

Board of Selectmen meeting
Edits to minutes of January 22, 2019 meeting

Add, after last full paragraph at bottom of page 8:

Selectman Simon said he attended some of the meetings of the SFPCCF meetings but was unable to participate in deliberations or discussion because of concern ~~with~~ violating the Open Meeting Law. Selectman Simon said the January 15, 2015, SFPCCF report mentioned there was a 10-year backlog of capital asset that needed funding because of 10 years of underinvesting and the backlog was now 14 or 15 years. He said others had said there was 20-years of underfunding of capital assets.

Selectman Simon said the SFPCCF mission statement called for long term strategies for maintaining a capital improvement plan, and that ~~the plan presented tonight this~~ was a plan for one term. He questioned whether this plan was therefore sustainable and that it might work for the short term but overtime it was not. He said over time the lack of a sustainable mechanism for funding would drain money from the capital bucket faster than it was being filled.

He noted that the SFPCCF reports from 2015 and 2016 called for a five-year capital plan that should be reviewed annually and that it should start with the capital plan from the previous year. Selectman Carty asked if we could pause here and Selectman Simon asked if he could get through his comments.

Selectman Simon said the current report did not use a plan from a prior year as a starting point. He also noted there was a list of capital projects in the reports prior years and that there was no list if capital items in the current SFPCCF report, that it was entirely lacking. He mentioned there was a lack of continuity in prior SFPCCF committee's reports as compared to this one.

Selectman Simon noted if this committee is disbanded, as it is recommending for itself, then how would one ever know if the plan it is recommending being put in place is actually working, unless it is in business next year to look back to see if it had worked. Selectman Simon called this a major flaw in the plan brought forth. Selectman Carty asked whether this meant him (Carty) or the entire committee . Selectman Simon replied it just hasn't been done.

Selectman Simon referenced ~~page slide~~ 28 in the presentation, Situation, replacing or upgrading equipment and replacing rolling stock has averaged and will likely continue to average about two and one half million dollars per year. Selectman Simon said the 2016 report shows non-major capital spending from FY 13 to 16 was less than 2 million dollars per year, and from FY 07 to FY 16 it was around 1 million dollars, not two and a half million dollars. Also, the projected capital spending for FY 17 to FY 21 and the average projected fiscal spending for those years, excluding large projects is about 6 million dollars, not the 2.5 million dollars as suggested in the current SFPCCF report. Selectman Simon said the capital we have is deteriorating and will continue to deteriorate much faster because the capital spending to replace it is not in place.

Selectman Simon said he had spoken with two members of CIAC who were not then present, but who said that the amount needed to main capital was about 5-6% of town's capital which was about \$200 million dollars, and 5% of 200 million would be 10 million. So, 2.5 Million dollars is woefully inadequate to support the maintenance of the capital.

Selectman Simon said that setting up a separate cost center would require quite a bit of administration—probably a change in the town charter—and the administrative expenses required in setting up a separate cost center.

~~Selectmen~~ Selectman Simon said he wanted to address the funding options, packet page 28. One of the funding mechanisms is reallocation of current budgets, which would mean taking money from existing cost centers. This is squeezing those budgets and questioned whether before doing so the cost centers had been asked if they could afford to have their budget squeezed by a half a percent or ¾ of a percent, knowing that this year SPS has asked for a 3.8% increase in their budget. . . . Selectman Carty asked

Attachment8.c: BOS_draft1_1.22.19_min combined edits_Simon (3196 : Minutes approval Jan 22)

when the committee had recommended doing that. Selectman Simon replied to Selectman Carty to let him (Simon) finish, then he (Simon) would be happy to hear you (Carty). Selectman Simon said taking money from the cost centers is squeezing the cost centers and that before such a proposal was made the cost centers, SPS, LS and the town would have been considered he would have thought the committee would have gone to each of the cost centers to see how they felt about that, knowing that each year each cost center is looking for additional funding, and with SPS this year it is particularly difficult situation. Selectman Simon questioned whether doing one override would be sufficient, and it may lead to further overrides because of inadequate funding. This may lead to voter fatigue because of the request for further overrides. Selectman Simon noted that 2 years ago there were two overrides that passed, SPS and safety. Selectman Simon felt this was a flaw in the committee report: , and that he did not support them. Selectman Carty asked whether that meant he (Carty) did not support them, or the committee did not support them. Selectman Simon said that he was talking about the committee report. Selectman Simon felt this was a flaw in that report.

Selectman Simon mentioned that because there was very little debt in the levy it would be difficult to roll that over and come up with the two and one half million dollars that was proposed. Selectman Simon suggested taking into account large debt and small debt.

Selectman Simon said reduction of CPA and reallocation to capital was the least advisable option in his view. He noted there is 'free money' from the state in matching funds, which would be lost and would require a change in the law. Selectmen noted Sudbury had been the beneficiary of many tremendous CPA projects, and there are groups that benefit such as the historical aspect, open space, recreational, and housing, and the last thing we would want to do is reduce CPA funding because we get money back from ~~that from~~ the state. Selectman Simon said to do so would be counterproductive.

Selectman Simon said the use of free cash as a funding option is non-sustainable and non-predictable, that ~~this there~~ is uncertainty. Selectman Simon said the sources of funding should be predictable, consistent, and sustainable and that none of these are predictable, consistent or sustainable.

Selectman Simon said funding included capturing extraordinary new growth and regular new growth. He said that extraordinary new growth is just that, and is rare, non-sustainable, non-predictable, and that the town's requirement for providing new services rose at the same time, that is the new growth is received but it has to be serviced as well. Selectman Carty said out that that would not be extraordinary new growth, and that he believed he had addressed that. Selectman Simon said this was one of the reasons the proposal was faulty.

Selectman Carty's comments

At the beginning of Selectman Simon's ~~commentary 26 minutes of commentary~~ he stated that he had reviewed all committee meetings and read the minutes and documents when they were published and also noted that he took 15 pages of notes from the January 11 meeting.

~~During Selectman Simon's 26 minutes of commentary Selectman Carty attempted multiple times to correct Selectman Simon's statements but was denied the opportunity by Selectman Simon.~~

~~During Selectman Simon's 26 minutes of commentary~~ Selectman Carty asked if this were a personal attack and Selectman Simon said no, it was the report.

~~During Selectman Simon's 26 minutes of commentary he~~ Selectman Simon talked about the proper use of Free cash and Selectman Carty pointed out that his commentary was nearly verbatim what he had reported about Free Cash.

~~19 minutes into Selectman Simon's 26 minutes of commentary~~ Chairman Haarde asked how much more time was needed and Selectman Simon replied back that he would need 10 more minutes.

~~After Selectman Simon's 26 minutes of commentary SFPCCF and CIAC member Tom Travers asked to go on the record to state that Selectman Simon's criticisms were unfounded and unjustified. Mr. Travers stated that the committee worked hard to analyze all options and that he thought Selectman Simon just picked them apart.~~

~~After Selectman Simon's 26 minutes of commentary Selectman Carty thanked Selectman Simon for his comments and pointed out that during the 26 mites of commentary there was not a single question asked by Selectman Simon. Selectman Carty again stated that he believes Selectman Simon's 26 minutes of commentary was a personal attack on him.~~ Selectman Carty also asked for clarification of Selectman Simon's comment that committee minutes were not available in a timely manner and Selectman Simon stated that there was no connotation of minutes not being available in a timely manner.

~~After Selectman Simon's 26 minutes of commentary~~ Selectman Carty asked Selectman Simon how he would solve the problem and Selectman Simon responded back that he was not an expert in this area and that he had not done any analysis on the topic. Selectman Simon opined on the value of bringing DLS in to speak on the topic as they had done so successfully with other towns but when Selectman Carty asked him what the other towns that had utilized these services were and where the money had come from Selectman Simon stated he did not know. After further discussion on DLS Selectman Carty stated that he agreed on bringing in DLS for their opinion but again asked Selectman Simon that beyond bringing in DLS how he saw us solving this problem and Selectman Simon said that he realized that he has been critical and has punched holes in things and while he appreciated the work done by this committee he did not at this point personally have what he would call a solution to the problem, Selectman Simon then brought up and earlier meeting held between Selectman Simon and Selectman Carty and stated that Selectman Carty asked that this meeting be kept confidential. Selectman Carty then stated that he ~~corrected Selectman Simon saying he~~ never asked it be kept confidential.

Selectman Brown's comments

Selectman Simon went on to criticize the proposal to capture realized efficiencies. He said he believes virtually all town departments attempt to be more efficient each year. Not spending does not mean they can write a check for capital expenditures. These savings are rolled back into the budget. Selectman Simon discussed page 32 of the proposal. This proposes two options: an override or progressive funding. He pointed out the issue with progressive funding—as described in the report—is that it might take longer than you might like. He again found this not predictable or sustainable. This is taking from existing budgets to fund capital.

~~Chairman Haarde asked Selectman Simon how much more time he needed. Selectman Simon estimated ten minutes.~~

Selectman Simon continued, citing page 33 concerning oversight and assumptions. He has major concerns about this. He cited Part IV Section 10 of the Town Charter that the Town Manager with the assistance of the finance director shall be responsible for all the financial management functions of the town, including an annual operating budget and capital improvement program for all town departments. Selectman Simon He thinks it would require a charter change to remove these functions from the Town Manager's authority. He thinks it would incur an additional cost. He thinks it doesn't seem to be necessary. He can't think of a need for this kind of oversight. This oversight should be done by the committee as it reviews the funding plan for the prior year.

Selectman Carty asked which committee this was. Selectman Simon said the Strategic Funding Plan Committee. Selectman Carty asked whether this committee has oversight. Selectman Simon said that, in

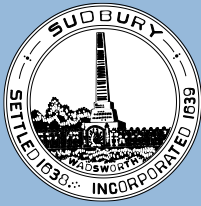
order to see whether the assumptions are working, oversight should be done by the committee which has implemented them. Selectman Carty believes that would require an administrative change to the mission of the committee. Selectman Simon ~~said~~ ~~rejoined~~ that it would require a bylaw change or a town charter change to change to implement what the committee suggested—as was noted in the report. If this is so complicated that it requires a bylaw change, the proposal just doesn't work, in his (Simon's) view.

Discussing page 38, the Board of Selectmen is a policy making board, Asking it to opine on all capital budgets is placing another responsibility on the Board.

Selectman Simon finds the oversight and timetables for review proposed by the committee problematic because this process doesn't exist. This assumes the process would be put in place. He believes the committee that creates the process should determine whether it's working. He cited loopholes allowing CPC or citizens' petition to avoid the process.

Selectman Simon said there's been a lot of work, which he appreciates. Even during this meeting he found that we're very far behind in funding small capital. He said there was a \$40 million to \$50 million large capital backlog, He says there are two major issues: one is small capital projects; one is large capital projects, which we cannot manage to ignore any more. The Fairbank Center is failing. There will be an override for this, and further capital exclusions. He believes we should face all the issues at one time. This report doesn't take into account what had been done in prior years, and because it doesn't take into account the funding sources it's unsustainable.

Chairman Haarde thanked Selectman Simon. Selectman Brown pointed out that that comment had taken twenty-four minutes by the clock. The Chairman said that was OK, and thanked her.



MISCELLANEOUS (UNTIMED)

9: List of priorities for Legislators

REQUESTOR SECTION

Date of request:

Requested by: Patty Golden

Formal Title: Discuss list of priorities to be discussed with Legislators at the April 9 Board meeting.

Recommendations/Suggested Motion/Vote: Discuss list of priorities to be discussed with Legislators at the April 9 Board meeting.

Background Information:

Financial impact expected:

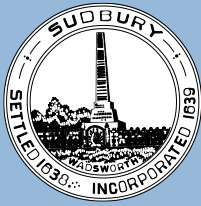
Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

Patty Golden	Pending
Melissa Murphy-Rodrigues	Pending
Jonathan Silverstein	Pending
Robert C. Haarde	Pending
Board of Selectmen	Pending

03/26/2019 6:00 PM



SUDBURY BOARD OF SELECTMEN
Tuesday, March 26, 2019

10

MISCELLANEOUS (UNTIMED)

10: Town Manager evaluation

REQUESTOR SECTION

Date of request:

Requested by: Patty Golden

Formal Title: Discussion on Town Manager evaluation.

Recommendations/Suggested Motion/Vote: Discussion on Town Manager evaluation.

Background Information:

see attached summaries from 4 board members. This was originally scheduled for 3/12.

Financial impact expected:

Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

Patty Golden	Pending
Melissa Murphy-Rodrigues	Pending
Jonathan Silverstein	Pending
Robert C. Haarde	Pending
Board of Selectmen	Pending

03/26/2019 6:00 PM

TOWN OF SUDBURY TOWN MANAGER EVALUATION FORM

Instructions

A space has been provided for each statement within the performance areas. Check the number which most accurately reflects the level of performance for the factor. If you did not have an opportunity to observe or make a determination on a particular factor, please indicate so in the N/A space. Selectmen are encouraged to provide comments and suggestions, especially concerning significant areas of strength or weakness.

Rating Scale (1-5)

(1) Below Expectations/Unsatisfactory:

The Town Manager's work performance is inadequate and inferior to the standards of performance required for the position.

(2) Meets Some Expectations/Improvement Needed:

The Town Manager's work performance does not consistently meet the standards of the position.

(3) Meets Expectations/Satisfactory/Proficient:

The Town Manager's work performance consistently meets the standards of the position.

(4) Exceeds Expectations/Highly Effective:

The Town Manager's work performance is frequently or consistently above the level of a satisfactory employee.

(5) Excellent/Highly Commendable:

The Town Manager's work performance is consistently excellent when compared to the standards of the job.

Draft for 1.19.16 meeting

1. Vision and Community Leadership	1	2	3	4	5	N/A
a. Demonstrates an understanding of the importance of mission and vision. Takes a leadership role in developing and communicating a vision for the Town.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Works with the Board of Selectmen to develop goals to protect and improve the quality of life of the Town of Sudbury and its core values.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Ensures that the Board's goals are translated into strategies and action steps leading toward implementation on a timely basis.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. Creates and facilitates an environment where Town government is open to input and participation, an exchange of ideas, creativity, and responsible experimentation.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments:						

2. Communications/Public Relationships	1	2	3	4	5	N/A
a. Projects a positive image in the community.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Communicates the Town's vision, goals, and accomplishments effectively. Expresses ideas in a logical, forthright manner in written and oral presentations. Communicates effectively with a variety of audiences (e.g., staff, community, media).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Develops a positive relationship with the press and uses various media, including social media, effectively.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. Demonstrates an open and transparent approach to sharing information with the community. Is reasonably available to the public and responsive to citizen complaints and requests.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e. Encourages community involvement in Town government and supports the efforts of volunteer citizens.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
f. Maintains contacts with other town administrative leaders throughout the state, through professional organizations and other means, and with state and federal government officials.					X	
Comments:						

Draft for 1.19.16 meeting

3. Board of Selectmen Support/Relations	1	2	3	4	5	N/A
a. Offers professional advice, including appropriate recommendations and alternatives, based on thorough study and analysis.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Implements the Board of Selectmen's policies and directives.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Maintains a professional working relationship with the Board of Selectmen, promoting a climate of mutual respect and trust.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. Keeps Board members informed of issues and activities in Town government and in the community.				X		
e. Works with the Chair to establish an agenda that addresses issues in a timely manner. Provides support materials and sufficient lead time to allow for informed decision-making and policy formation.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f. Helps the Board use Town Counsel to effectively achieve Town goals.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Comments:						
4. Personnel Management	1	2	3	4	5	N/A
a. Establishes procedures and practices for hiring, supervision, promotion, and termination that support the Town and are implemented in a consistent and fair manner.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Effectively leads collective bargaining. Informs and advises the Board of Selectmen as appropriate in matters of collective bargaining and grievance proceedings.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. Recognizes, develops, and utilizes the abilities of staff. Encourages participation and shared decision-making with appropriate staff. Develops strong, open, and honest relationships with staff. Effectively delegates tasks and assignments.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. Develops a meaningful staff evaluation process and opportunities for professional development that contribute to professional growth.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e. Ensures that staff members work effectively with relevant town boards and citizen volunteers, appropriately seeking their input, and are open to public input and participation.				X		

Attachment10.a: Brown_Summary_complete (3198 : Town Manager evaluation)

Draft for 1.19.16 meeting

Comments:

5. Financial Management	1	2	3	4	5	N/A
a. Employs a comprehensive and transparent process of business planning and budgeting. Employs sound fiscal management procedures, techniques, and methods. Develops and maintains a long-term financial plan.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Employs budget forecasting, accounting, and control systems to protect the Town's financial health. Effectively monitors and controls expenditures.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Prepares the annual budget in a timely manner with input from department heads and the Finance Director, in accordance with adopted goals and town-wide needs.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d. Presents budget information to the Board of Selectmen, Finance Committee, the community, and Town Meeting in a manner which promotes full understanding.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e. Pursues alternative funding sources to supplement programs and accomplish established goals. Creatively manages available resources to increase efficiency, productivity, and effectiveness.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments:						

6. General Management and Planning	1	2	3	4	5	N/A
a. Provides leadership, motivation, and support within the organization. Creates and facilitates an environment for long-range and strategic planning.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Monitors and plans for maintenance, repairs, and improvement of Town facilities, including plans for long-range capital needs.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Supervises and maintains in good order financial, personnel, and other records and documents.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. Administers the Town in accordance with state and federal laws, rules, and regulations, with Town By-laws, and with Board of Selectmen policies and procedures.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Draft for 1.19.16 meeting

Comments:

7. Personal Qualities and Characteristics	1	2	3	4	5	N/A
a. Maintains high standards of ethics, honesty, integrity, and sound professional judgement.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Represents the Town in a professional manner at all times.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. Displays the ability to be flexible, to manage conflict, to handle crisis, and to adjust to varying situations.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d. Displays creativity and innovation.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e. Maintains a high level of ongoing professional development.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments:						

8. Overall Rating	1	2	3	4	5	N/A
Overall, the Town Manager performs at the following level.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments:						

1. Vision and Community Leadership

The Town Manager has demonstrated her leadership and vision this year by directing two major initiatives—acquisition of Broadacres Farm and the Melone land swap—which preserve the character of historic Sudbury. The Town Manager’s capable and prompt response to the ice storms of last March, both in communicating public safety responses during the event and in organizing and publicizing the massive cleanup efforts that followed. Her pro-active efforts to secure relief funding from the state, while unsuccessful, were indicative of her energy and resourcefulness on the Town’s behalf. I also appreciate her support for placing a member of the Sudbury Police Force as School Resource Officer at the high school. Leadership is not only vision, but also reacting to situations as they develop with a focus on public awareness and public safety.

She has implemented a moderated meeting at which the Board of Selectmen determine their goals, although she has not participated directly in working with the Board to develop those goals nor in establishing priorities. I’d like to see more effort on communicating progress on the Selectmen’s goals to the community and to the Board.

2. Communications/Public Relationships

Communications is one of the Town Manager's greatest strengths. She has been generally available not only to the Board of Selectmen but also to other boards and committees and to residents in general. She makes an effort to be accessible and to step out from her office to meet people where they are. The Town Manager has been proactive in supporting community events put on by various departments, and this year worked with numerous sponsors to revive the Sudbury Tree Lighting—a very successful event that brought the town together in celebration.

In addition, the Town Manager works hard to educate the public about town matters. This includes the publishing the Town Manager's Newsletter and managing the Town's Facebook and Twitter accounts. The Melone presentation at the November Town Forum was a triumph of exposition. Both the GFOA budget document and the Sudbury ClearGov site present and explain the town's finances.

I appreciate the Town Manager's willingness to pursue professional relationships outside the town, and to encourage staff to do so as well.

3. Board of Selectmen Support/Relations

The Town Manager has been consistently available when asked for information and advice. I find her guidance to be thoughtful and valuable. She listens to my information and concerns, and generally proposes a course of action to address them.

I appreciate her efforts and balance in addressing top priority (most important) issues facing the town, while meeting deadlines and doing the “housekeeping” of municipal government. Specifically, the Town Manager’s focus on producing the RFP for the Melone property last spring, followed by her work on defining the process for evaluating the responses in accordance with the legally required procedure, organizing and participating in the negotiating team to promote the Melone land swap, and describing the proposal to the town in a clear and convincing presentation is an outstanding example of support for the Selectmen’s goals. I was particularly impressed with the success of the town forum/town meeting format and with the masterful presentation of an enormous amount of inter-related data in a clear, thorough, and logical way, informative to residents of all levels of familiarity with the issues. This complex, difficult and time-consuming process has occurred during the past year with the Town Manager’s able support and assistance. She has been a key player in achieving this major goal.

I am not familiar with the Eversource proceedings, and will not comment on them.

Particularly in light of the town’s multiple and complex negotiations, her use of Town Counsel has been shown to be extremely effective.

The Town Manager pursued the acquisition of Broadacres Farm with creativity and persistence, working with staff to acquire this high-priority parcel by negotiating a phased purchase agreement acceptable both to the property owner and to the voters. This is an example of the Town Manager pursuing an item not specifically listed as a goal by the Selectmen, but recognizing a time-critical opportunity.

I also appreciate the Town Manager’s counsel and assistance in working with the Fairbank Task Force to create the ultimately unsuccessful proposal put before October 2018 Town Meeting. She spent hours

managing the contractors for this project in accordance with the requests of the Task Force and providing me with advice.

The Town Manager has not handled Bruce Freeman Rail Trail (BFRT) design in the same professional manner. In prior years the town bypassed the normal design process to get the project on the TIP before completion of the 25% design and has subsequently failed to meet project milestones. This year, the Town Manager attempted to expedite by putting the contract for the bridge sketch plans out only to two firms, one of which was not supplying satisfactory work. While this is not illegal, since the work is technically engineering exempt from procurement law, it does not secure the best price for the town nor does it address the issue that the original inadequate estimate was provided by the engineer chosen. A subsequent effort to advertise the work as requested by the Board had the predictable and predicted result—no one else bid. The Board has received no explanation of how MassDOT became the project proponent working with Jacobs, or how the town will apply our environmental safeguards to this project. I am deeply disappointed that our project management permits direct access between members of the Board and of the public to the contractors and that my questions concerning this practice remain unanswered. I have raised these issues in writing and in person with the Town Manager as I became aware of them.

I greatly appreciate the Town Manager's efforts to maintain professional relationships with each member of a divided board, and recognize that this is a very difficult assignment. I also appreciate the many higher priority demands upon her time, and her professional focus on those issues. However, my trust has been shaken by the lack of communication and transparency regarding the BFRT. I hope to see more professional project management, more reliable communications concerning project status (including expenditures) to the Board, and equal access for all Board members to staff and contractors moving forward.

4. Personnel Management

The Board of Selectmen has little insight into day-to-day management of town departments and personnel. Given that, here are a couple comments.

The Town Manager's diligence in fiscally responsible contracts (across five bargaining units this year), which respect both the employees and the taxpayers, is outstanding. This is a stellar achievement.

Town Staff, under her guidance, have provided excellent support to volunteer boards and committees. The Town Manager has, at least on occasion, attempted to de-escalate some of the more difficult interactions between town staff and deeply committed project advocates (Fairbank Center, Rail Trail).

She supports ongoing staff training and development.

Her staff is very supportive of volunteer committees and of Selectmen, allowing for their other duties.

I also appreciate her efforts in moving promptly to replace departing staff.

5) Financial Management

The Town Manager's commitment to transparency and communication about how the town spends its money is evident in the multiple means she uses to communicate the town's financial position, such as ClearGov and the GFOA budget.

Within the framework dictated by the negotiated labor contracts, the Town Manager and her team were able to produce both a three-year revenue and expense forecast and a balanced budget to present to Town Meeting, meeting the dates required by the budget process. I will again call out her attention to containing costs and respecting both taxpayers and employees, particularly during contract negotiations, which makes this possible.

The Town Manager has worked with the Park & Recreation Commission to oversee the pool and athletic field enterprise funds, to set responsible rates, and to envision a long term recreation (capital) plan.

Additionally, the Town Manager has been diligent in pursuing outside grants and other funding to defray taxpayer expense.

I look forward to the Board of Selectmen implementing a set of financial policies with her input and insight. Together with a capital plan and the three-year forecast, these are the linchpins of prudent municipal financial management.

6) General Management and Planning

The Town Manager has taken proactive steps to implement cyber security measures, update our ancient master plan, negotiate responsible contracts, encourage staff training in procurement and licensing requirements, and generally to prepare for the future. She has also attempted to address long-standing issues before the community, among them the Fairbank Center and the Frost Farm House.

She handles major issues like last spring's ice storms and the ensuing cleanup promptly and professionally.

Given the number of extraordinary challenges this year (storms, Melone, Broadacres) and the need to ensure day-to-day management of the town affairs (budget, tax rate hearing, licensing) some mid-level concerns have not been addressed. I look forward to her help in creating a strong set of financial policies to be enacted by the Board of Selectmen, while recognizing this did not happen this year.

7) Personal Qualities and Characteristics

Melissa Rodrigues is pretty much off the charts on all of the scales we rate. One scale we don't rate is "work ethic", and that's exemplary also. Melissa consistently manages to receive late and incomplete data and yet to meet her deadlines, and this is a result of the extraordinary time, skill and energy she devotes to her work. She does it with a cheerful can-do attitude that makes it look easy. It is an honor, a privilege and a pleasure to work with Melissa.

8) Overall Rating

The Town Manager is highly effective.

TOWN OF SUDBURY TOWN MANAGER EVALUATION FORM

Instructions

A space has been provided for each statement within the performance areas. Check the number which most accurately reflects the level of performance for the factor. If you did not have an opportunity to observe or make a determination on a particular factor, please indicate so in the N/A space. Selectmen are encouraged to provide comments and suggestions, especially concerning significant areas of strength or weakness.

Rating Scale (1-5)

(1) Below Expectations/Unsatisfactory:

The Town Manager's work performance is inadequate and inferior to the standards of performance required for the position.

(2) Meets Some Expectations/Improvement Needed:

The Town Manager's work performance does not consistently meet the standards of the position.

(3) Meets Expectations/Satisfactory/Proficient:

The Town Manager's work performance consistently meets the standards of the position.

(4) Exceeds Expectations/Highly Effective:

The Town Manager's work performance is frequently or consistently above the level of a satisfactory employee.

(5) Excellent/Highly Commendable:

The Town Manager's work performance is consistently excellent when compared to the standards of the job.

Draft for 1.19.16 meeting

1. Vision and Community Leadership	1	2	3	4	5	N/A
a. Demonstrates an understanding of the importance of mission and vision. Takes a leadership role in developing and communicating a vision for the Town.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Works with the Board of Selectmen to develop goals to protect and improve the quality of life of the Town of Sudbury and its core values.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Ensures that the Board's goals are translated into strategies and action steps leading toward implementation on a timely basis.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. Creates and facilitates an environment where Town government is open to input and participation, an exchange of ideas, creativity, and responsible experimentation.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments: Although still relatively new to the position I believe Melissa has grown into a well known and respected figure in the community. She has a nice balance between vision and reality - this was exemplified during the Melone/Sudbury Station/Quarry North project and process where she kept us informed of possibilities but also grounded in reality as to what was possible.						

2. Communications/Public Relationships	1	2	3	4	5	N/A
a. Projects a positive image in the community.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Communicates the Town's vision, goals, and accomplishments effectively. Expresses ideas in a logical, forthright manner in written and oral presentations. Communicates effectively with a variety of audiences (e.g., staff, community, media).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Develops a positive relationship with the press and uses various media, including social media, effectively.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. Demonstrates an open and transparent approach to sharing information with the community. Is reasonably available to the public and responsive to citizen complaints and requests.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e. Encourages community involvement in Town government and supports the efforts of volunteer citizens.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
f. Maintains contacts with other town administrative leaders throughout the state, through professional organizations and other means, and with state and federal government officials.				x		
Comments: Great strides this year in PR and communications. Highlights included the wildly successful tree & menorah lighting as well as a strong and consistent social media presence not just from the TM office but also Police, Fire, DPW, etc. Also noted should be the embracing of the Livable Sudbury concept, the creation of the Transportation Committee, and the revival of the Commission on Disability.						

Attachment 10.b: Carty_summary_complete (3198 : Town Manager evaluation)

3. Board of Selectmen Support/Relations	1	2	3	4	5	N/A
a. Offers professional advice, including appropriate recommendations and alternatives, based on thorough study and analysis.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Implements the Board of Selectmen's policies and directives.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Maintains a professional working relationship with the Board of Selectmen, promoting a climate of mutual respect and trust.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. Keeps Board members informed of issues and activities in Town government and in the community.				x		
e. Works with the Chair to establish an agenda that addresses issues in a timely manner. Provides support materials and sufficient lead time to allow for informed decision-making and policy formation.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f. Helps the Board use Town Counsel to effectively achieve Town goals.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Comments: We're not the easiest group to work with and Melissa for the most part navigates through the politics in order to get work done. She is always available to me to answer quesitons or discuss issues and on the few occasions that I have had leg questions she has engaged Town Counsel on my behalf. She also proactively seeks counsel in advance of my questions.						
4. Personnel Management	1	2	3	4	5	N/A
a. Establishes procedures and practices for hiring, supervision, promotion, and termination that support the Town and are implemented in a consistent and fair manner.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Effectively leads collective bargaining. Informs and advises the Board of Selectmen as appropriate in matters of collective bargaining and grievance proceedings.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. Recognizes, develops, and utilizes the abilities of staff. Encourages participation and shared decision-making with appropriate staff. Develops strong, open, and honest relationships with staff. Effectively delegates tasks and assignments.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d. Develops a meaningful staff evaluation process and opportunities for professional development that contribute to professional growth.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e. Ensures that staff members work effectively with relevant town boards and citizen volunteers, appropriately seeking their input, and are open to public input and participation.				x		

Draft for 1.19.16 meeting

Comments: I do not have too much insight into how Melissa directly engages with her staff day to day but I do believe, at least from where I sit, that she has assembled an effective team and has dealt with turnover appropriately. There were many contracts negotiated this year and all were done quickly and relatively smoothly. As for public input and participation she and her staff were a tremendous help to me in putting together the Melone Town forum -- not an easy task but done well which allowed for a tremendous amount of public input

5. Financial Management	1	2	3	4	5	N/A
a. Employs a comprehensive and transparent process of business planning and budgeting. Employs sound fiscal management procedures, techniques, and methods. Develops and maintains a long-term financial plan.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Employs budget forecasting, accounting, and control systems to protect the Town's financial health. Effectively monitors and controls expenditures.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Prepares the annual budget in a timely manner with input from department heads and the Finance Director, in accordance with adopted goals and town-wide needs.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d. Presents budget information to the Board of Selectmen, Finance Committee, the community, and Town Meeting in a manner which promotes full understanding.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e. Pursues alternative funding sources to supplement programs and accomplish established goals. Creatively manages available resources to increase efficiency, productivity, and effectiveness.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Comments:	I believe this is not only an area of strength but also will prove to be an area of growth in the near and mid-future. The budget awards tell part of the story, but I point to nothing less than the fact that we are purchasing a fire truck this year without having to raise taxes, something that exemplifies the changing "vibe" coming from the TM office. We still have many challenges in this area, in particular funding capital maintenance, but I believe Melissa possesses the skills, patience, and persistence to drive this towards success.					

6. General Management and Planning	1	2	3	4	5	N/A
a. Provides leadership, motivation, and support within the organization. Creates and facilitates an environment for long-range and strategic planning.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Monitors and plans for maintenance, repairs, and improvement of Town facilities, including plans for long-range capital needs.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Supervises and maintains in good order financial, personnel, and other records and documents.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d. Administers the Town in accordance with state and federal laws, rules, and regulations, with Town By-laws, and with Board of Selectmen policies and procedures.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Draft for 1.19.16 meeting

Comments: I scored b as a 3 but in this case that is good -- this has been a "trouble area" in Sudbury for years. Scoring it a 3 shows not only very good progress but also that there is still much more work to be done, not only by the TM but also by the Board of Selectmen. Financial records are in order and are (to me at least) always readily available and I find her staff to be willing and able to work on any issues or requests that I bring forward, all signs of a good manager.

7. Personal Qualities and Characteristics	1	2	3	4	5	N/A
a. Maintains high standards of ethics, honesty, integrity, and sound professional judgement.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Represents the Town in a professional manner at all times.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. Displays the ability to be flexible, to manage conflict, to handle crisis, and to adjust to varying situations.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d. Displays creativity and innovation.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e. Maintains a high level of ongoing professional development.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments:	All areas of strength for Melissa. She is a straight shooter and of high moral character. I see creativity and innovation as a place she showed growth this year and look forward to more of it as we tackle ever tightening budget issues. She seems to always want to get better at what she does and seeks out training opportunities accordingly.					

8. Overall Rating	1	2	3	4	5	N/A
Overall, the Town Manager performs at the following level.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments:	No review would be complete without some constructive commentary...I believe Melissa had an outstanding year but one area where I was surprised was it seemed as if she allowed herself to get bullied by the Rail Trail funding citizen petition brought forward by Selectman Simon. If we really needed the funding to move the project forward this should have been brought to the Board and discussed accordingly. However this is admittedly a political hot potato and other than this I believe, as mentioned previously, she does a great job of navigating the politics to get great work done.					

Thank you for everything you do Melissa - I appreciate it.

Attachment 10.b: Carty_summary_complete (3198 : Town Manager evaluation)

Janie
Dretler

TOWN OF SUDBURY TOWN MANAGER EVALUATION FORM

Instructions

A space has been provided for each statement within the performance areas. Check the number which most accurately reflects the level of performance for the factor. If you did not have an opportunity to observe or make a determination on a particular factor, please indicate so in the N/A space. Selectmen are encouraged to provide comments and suggestions, especially concerning significant areas of strength or weakness.

Rating Scale (1-5)

(1) Below Expectations/Unsatisfactory:

The Town Manager's work performance is inadequate and inferior to the standards of performance required for the position.

(2) Meets Some Expectations/Improvement Needed:

The Town Manager's work performance does not consistently meet the standards of the position.

(3) Meets Expectations/Satisfactory/Proficient:

The Town Manager's work performance consistently meets the standards of the position.

(4) Exceeds Expectations/Highly Effective:

The Town Manager's work performance is frequently or consistently above the level of a satisfactory employee.

(5) Excellent/Highly Commendable:

The Town Manager's work performance is consistently excellent when compared to the standards of the job.

Draft for 1.19.16 meeting

1. Vision and Community Leadership	1	2	3	4	5	N/A
a. Demonstrates an understanding of the importance of mission and vision. Takes a leadership role in developing and communicating a vision for the Town.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Works with the Board of Selectmen to develop goals to protect and improve the quality of life of the Town of Sudbury and its core values.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. Ensures that the Board's goals are translated into strategies and action steps leading toward implementation on a timely basis.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. Creates and facilitates an environment where Town government is open to input and participation, an exchange of ideas, creativity, and responsible experimentation.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Comments:						

2. Communications/Public Relationships	1	2	3	4	5	N/A
a. Projects a positive image in the community.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Communicates the Town's vision, goals, and accomplishments effectively. Expresses ideas in a logical, forthright manner in written and oral presentations. Communicates effectively with a variety of audiences (e.g., staff, community, media).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Develops a positive relationship with the press and uses various media, including social media, effectively.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d. Demonstrates an open and transparent approach to sharing information with the community. Is reasonably available to the public and responsive to citizen complaints and requests.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e. Encourages community involvement in Town government and supports the efforts of volunteer citizens.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f. Maintains contacts with other town administrative leaders throughout the state, through professional organizations and other means, and with state and federal government officials.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Comments:						

Draft for 1.19.16 meeting

Attachment10.c: Dretler_summary_complete (3198 : Town Manager evaluation)

3. Board of Selectmen Support/Relations	1	2	3	4	5	N/A
a. Offers professional advice, including appropriate recommendations and alternatives, based on thorough study and analysis.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Implements the Board of Selectmen's policies and directives.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. Maintains a professional working relationship with the Board of Selectmen, promoting a climate of mutual respect and trust.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d. Keeps Board members informed of issues and activities in Town government and in the community.				<input checked="" type="checkbox"/>		
e. Works with the Chair to establish an agenda that addresses issues in a timely manner. Provides support materials and sufficient lead time to allow for informed decision-making and policy formation.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f. Helps the Board use Town Counsel to effectively achieve Town goals.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Comments:						
4. Personnel Management	1	2	3	4	5	N/A
a. Establishes procedures and practices for hiring, supervision, promotion, and termination that support the Town and are implemented in a consistent and fair manner.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Effectively leads collective bargaining. Informs and advises the Board of Selectmen as appropriate in matters of collective bargaining and grievance proceedings.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. Recognizes, develops, and utilizes the abilities of staff. Encourages participation and shared decision-making with appropriate staff. Develops strong, open, and honest relationships with staff. Effectively delegates tasks and assignments.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d. Develops a meaningful staff evaluation process and opportunities for professional development that contribute to professional growth.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e. Ensures that staff members work effectively with relevant town boards and citizen volunteers, appropriately seeking their input, and are open to public input and participation.					<input checked="" type="checkbox"/>	

Draft for 1.19.16 meeting

Comments:

5. Financial Management

	1	2	3	4	5	N/A
a. Employs a comprehensive and transparent process of business planning and budgeting. Employs sound fiscal management procedures, techniques, and methods. Develops and maintains a long-term financial plan.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Employs budget forecasting, accounting, and control systems to protect the Town's financial health. Effectively monitors and controls expenditures.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. Prepares the annual budget in a timely manner with input from department heads and the Finance Director, in accordance with adopted goals and town-wide needs.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d. Presents budget information to the Board of Selectmen, Finance Committee, the community, and Town Meeting in a manner which promotes full understanding.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e. Pursues alternative funding sources to supplement programs and accomplish established goals. Creatively manages available resources to increase efficiency, productivity, and effectiveness.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Comments:						

6. General Management and Planning

	1	2	3	4	5	N/A
a. Provides leadership, motivation, and support within the organization. Creates and facilitates an environment for long-range and strategic planning.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Monitors and plans for maintenance, repairs, and improvement of Town facilities, including plans for long-range capital needs.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. Supervises and maintains in good order financial, personnel, and other records and documents.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d. Administers the Town in accordance with state and federal laws, rules, and regulations, with Town By-laws, and with Board of Selectmen policies and procedures.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Draft for 1.19.16 meeting

Comments:

7. Personal Qualities and Characteristics

	1	2	3	4	5	N/A
a. Maintains high standards of ethics, honesty, integrity, and sound professional judgement.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Represents the Town in a professional manner at all times.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. Displays the ability to be flexible, to manage conflict, to handle crisis, and to adjust to varying situations.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d. Displays creativity and innovation.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e. Maintains a high level of ongoing professional development.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Comments:

8. Overall Rating

	1	2	3	4	5	N/A
Overall, the Town Manager performs at the following level.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Comments:						

Janie Dretler
February 27, 2019

Town Manager Evaluation Comments

Vision and Community Leadership

I am pleased with Town Manager Rodrigues' leadership in important areas including goal setting, her ability to work with the Board and staff to move goals forward as well as her success in achieving time sensitive goals. She also offers a practical viewpoint so that the development of goals for the Town are realistic and therefore attainable. Ms. Rodrigues provides an environment where residents, employees and volunteers work together in a respectful way.

The Town has significant challenges related to a number of major capital projects and this will require a clear, well communicated vision to inform and educate residents.

Communications/Public Relations

Town Manager Rodrigues exudes a positive attitude which reflects positively in her dealings with everyone she comes in to contact with in Sudbury and elsewhere. This attitude reflects well on our community. She communicates well and has developed an open and transparent approach in the sharing of information with the community. She frequently encourages feedback from residents, staff and volunteers. The recent Fall Town Forum and Town Meeting is an excellent example of her ability to communicate effectively. She heard the issues and concerns of town residents and delivered information in depth and in a way that could be easily understood by all.

Board of Selectmen Support/Relations

I appreciate that Town Manager Rodrigues is accessible and always knowledgeable about issues that come before the Board. She is available to meet as needed to provide advice, information and recommendations. She is very adept at offering solutions to complex situations. Ms. Rodrigues works well with the Board and always encourages a climate of mutual respect and trust.

Personnel Management

Town Manager Rodrigues appears to have a positive working relationship with town staff. She is inclusive and respectful. My interactions with Town Staff are positive which I believe is a reflection of Ms. Rodrigues' management style.

Financial Management

Prudent financial management is a critical component of the role of Town Manager. Ms. Rodrigues has demonstrated significant knowledge and competence in this complicated area. She works well with the Finance Team and other committees and commissions. I appreciate the numerous grants that the Town has been awarded under Ms. Rodrigues' leadership and management. This shows a sensitivity to the impact of taxes on all taxpayers.

Janie Dretler
February 27, 2019

Town Manager Evaluation Comments

General Management and Planning

Town Manager Rodrigues guided our town through a number of complicated issues this past year. She is transparent and open to ideas and suggestions. She is knowledgeable and communicates well with the Board. She is reliable and manages her time well. I am amazed by all that Ms. Rodrigues accomplishes in the course of a day!

This year, we are facing more high profile issues including Fairbank, Sewataro and our fire stations on Route 20 and Route 117 to name just a few. We will also be moving forward with the Quarry North development which will need to be management and planned appropriately. I have confidence that Ms. Rodrigues will continue to guide our community to a good and fair outcome.

Personal Qualities and Characteristics

Ms. Rodrigues has a positive, can-do attitude. She has integrity, is honest and takes pride in her role as Town Manager. She looks for solutions to difficult situations and delivers these solutions before deadline. She shows empathy for staff and volunteers and connects well with others. Ms. Rodrigues is committed to the success of our community.

It is a joy for me to work with Town Manager Rodrigues.

LEN SIMON

TOWN OF SUDBURY TOWN MANAGER EVALUATION FORM

Instructions

A space has been provided for each statement within the performance areas. Check the number which most accurately reflects the level of performance for the factor. If you did not have an opportunity to observe or make a determination on a particular factor, please indicate so in the N/A space. Selectemen are encouraged to provide comments and suggestions, especially concerning significant areas of strength or weakness.

Rating Scale (1-5)

(1) Below Expectations/Unsatisfactory:

The Town Manager's work performance is inadequate and inferior to the standards of performance required for the position.

(2) Meets Some Expectations/Improvement Needed:

The Town Manager's work performance does not consistently meet the standards of the position.

(3) Meets Expectations/Satisfactory/Proficient:

The Town Manager's work performance consistently meets the standards of the position.

(4) Exceeds Expectations/Highly Effective:

The Town Manager's work performance is frequently or consistently above the level of a satisfactory employee.

(5) Excellent/Highly Commendable:

The Town Manager's work performance is consistently excellent when compared to the standards of the job.

LEN SIMON

Draft for 1.19.16 meeting

1. Vision and Community Leadership	1	2	3	4	5	N/A
a. Demonstrates an understanding of the importance of mission and vision. Takes a leadership role in developing and communicating a vision for the Town.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Works with the Board of Selectmen to develop goals to protect and improve the quality of life of the Town of Sudbury and its core values.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. Ensures that the Board's goals are translated into strategies and action steps leading toward implementation on a timely basis.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. Creates and facilitates an environment where Town government is open to input and participation, an exchange of ideas, creativity, and responsible experimentation.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Comments:						

2. Communications/Public Relationships	1	2	3	4	5	N/A
a. Projects a positive image in the community.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Communicates the Town's vision, goals, and accomplishments effectively. Expresses ideas in a logical, forthright manner in written and oral presentations. Communicates effectively with a variety of audiences (e.g., staff, community, media).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. Develops a positive relationship with the press and uses various media, including social media, effectively.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d. Demonstrates an open and transparent approach to sharing information with the community. Is reasonably available to the public and responsive to citizen complaints and requests.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e. Encourages community involvement in Town government and supports the efforts of volunteer citizens.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f. Maintains contacts with other town administrative leaders throughout the state, through professional organizations and other means, and with state and federal government officials.					<input checked="" type="checkbox"/>	
Comments:						

LEN Simon

Draft for 1.19.16 meeting

3. Board of Selectmen Support/Relations	1	2	3	4	5	N/A
a. Offers professional advice, including appropriate recommendations and alternatives, based on thorough study and analysis.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Implements the Board of Selectmen's policies and directives.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. Maintains a professional working relationship with the Board of Selectmen, promoting a climate of mutual respect and trust.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d. Keeps Board members informed of issues and activities in Town government and in the community.				<input checked="" type="checkbox"/>		
e. Works with the Chair to establish an agenda that addresses issues in a timely manner. Provides support materials and sufficient lead time to allow for informed decision-making and policy formation.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
f. Helps the Board use Town Counsel to effectively achieve Town goals.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments:						
4. Personnel Management	1	2	3	4	5	N/A
a. Establishes procedures and practices for hiring, supervision, promotion, and termination that support the Town and are implemented in a consistent and fair manner.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Effectively leads collective bargaining. Informs and advises the Board of Selectmen as appropriate in matters of collective bargaining and grievance proceedings.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. Recognizes, develops, and utilizes the abilities of staff. Encourages participation and shared decision-making with appropriate staff. Develops strong, open, and honest relationships with staff. Effectively delegates tasks and assignments.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. Develops a meaningful staff evaluation process and opportunities for professional development that contribute to professional growth.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e. Ensures that staff members work effectively with relevant town boards and citizen volunteers, appropriately seeking their input, and are open to public input and participation.				<input checked="" type="checkbox"/>		

Attachment10.d: Simon_summary_complete (3198 : Town Manager evaluation)

LEN SIMON

Draft for 1.19.16 meeting

Comments:

5. Financial Management	1	2	3	4	5	N/A
a. Employs a comprehensive and transparent process of business planning and budgeting. Employs sound fiscal management procedures, techniques, and methods. Develops and maintains a long-term financial plan.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Employs budget forecasting, accounting, and control systems to protect the Town's financial health. Effectively monitors and controls expenditures.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. Prepares the annual budget in a timely manner with input from department heads and the Finance Director, in accordance with adopted goals and town-wide needs.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d. Presents budget information to the Board of Selectmen, Finance Committee, the community, and Town Meeting in a manner which promotes full understanding.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e. Pursues alternative funding sources to supplement programs and accomplish established goals. Creatively manages available resources to increase efficiency, productivity, and effectiveness.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Comments:						

6. General Management and Planning	1	2	3	4	5	N/A
a. Provides leadership, motivation, and support within the organization. Creates and facilitates an environment for long-range and strategic planning.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Monitors and plans for maintenance, repairs, and improvement of Town facilities, including plans for long-range capital needs.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Supervises and maintains in good order financial, personnel, and other records and documents.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d. Administers the Town in accordance with state and federal laws, rules, and regulations, with Town By-laws, and with Board of Selectmen policies and procedures.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

LEN SIMON

Draft for 1.19.16 meeting

Comments:

7. Personal Qualities and Characteristics	1	2	3	4	5	N/A
a. Maintains high standards of ethics, honesty, integrity, and sound professional judgement.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Represents the Town in a professional manner at all times.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. Displays the ability to be flexible, to manage conflict, to handle crisis, and to adjust to varying situations.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d. Displays creativity and innovation.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e. Maintains a high level of ongoing professional development.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Comments:						

8. Overall Rating	1	2	3	4	5	N/A
Overall, the Town Manager performs at the following level.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments:						

1) THE TOWN MANAGER DOES AN EXCELLENT JOB OF WORKING WITH EACH MEMBER OF THE BOARD AND AVOIDS ALIENATION. A GREAT STRENGTH.

2) PUBLIC COMMUNICATION WOULD BENEFIT FROM SLOWER AND MORE MODULATED SPEECH. THE COMMENTS AND POINTS MAY BE WORTHWHILE, BUT NOT EFFECTIVE IF NOT UNDERSTOOD BY THE AUDIENCE.

R. Haarde

TOWN OF SUDBURY TOWN MANAGER EVALUATION FORM

Instructions

A space has been provided for each statement within the performance areas. Check the number which most accurately reflects the level of performance for the factor. If you did not have an opportunity to observe or make a determination on a particular factor, please indicate so in the N/A space. Selectmen are encouraged to provide comments and suggestions, especially concerning significant areas of strength or weakness.

Rating Scale (1-5)

(1) Below Expectations/Unsatisfactory:

The Town Manager's work performance is inadequate and inferior to the standards of performance required for the position.

(2) Meets Some Expectations/Improvement Needed:

The Town Manager's work performance does not consistently meet the standards of the position.

(3) Meets Expectations/Satisfactory/Proficient:

The Town Manager's work performance consistently meets the standards of the position.

(4) Exceeds Expectations/Highly Effective:

The Town Manager's work performance is frequently or consistently above the level of a satisfactory employee.

(5) Excellent/Highly Commendable:

The Town Manager's work performance is consistently excellent when compared to the standards of the job.

1. Vision and Community Leadership	1	2	3	4	5	N/A
a. Demonstrates an understanding of the importance of mission and vision. Takes a leadership role in developing and communicating a vision for the Town.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Works with the Board of Selectmen to develop goals to protect and improve the quality of life of the Town of Sudbury and its core values.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. Ensures that the Board's goals are translated into strategies and action steps leading toward implementation on a timely basis.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d. Creates and facilitates an environment where Town government is open to input and participation, an exchange of ideas, creativity, and responsible experimentation.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Comments: Melissa did an outstanding job understanding and communicating the vision this year which was a very difficult year with Sudbury Station, Eversource, Broadacres, the Fairbanks Center, the Frost Farm house situation and other challenging issues.						

2. Communications/Public Relationships	1	2	3	4	5	N/A
a. Projects a positive image in the community.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Communicates the Town's vision, goals, and accomplishments effectively. Expresses ideas in a logical, forthright manner in written and oral presentations. Communicates effectively with a variety of audiences (e.g., staff, community, media).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. Develops a positive relationship with the press and uses various media, including social media, effectively.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d. Demonstrates an open and transparent approach to sharing information with the community. Is reasonably available to the public and responsive to citizen complaints and requests.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e. Encourages community involvement in Town government and supports the efforts of volunteer citizens.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f. Maintains contacts with other town administrative leaders throughout the state, through professional organizations and other means, and with state and federal government officials.						
Comments: Melissa did a great job and always remained positive during some very tough situations this year.						

3. Board of Selectmen Support/Relations	1	2	3	4	5	N/A
a. Offers professional advice, including appropriate recommendations and alternatives, based on thorough study and analysis.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Implements the Board of Selectmen's policies and directives.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. Maintains a professional working relationship with the Board of Selectmen, promoting a climate of mutual respect and trust.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d. Keeps Board members informed of issues and activities in Town government and in the community.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e. Works with the Chair to establish an agenda that addresses issues in a timely manner. Provides support materials and sufficient lead time to allow for informed decision-making and policy formation.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f. Helps the Board use Town Counsel to effectively achieve Town goals.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Comments: Meliss is very open with her time with all board members. There was a time when only the chair had access to the town manager. I am glad that has changed in Sudbury and all board members can meet with the town manager upon request, and they do!						
4. Personnel Management	1	2	3	4	5	N/A
a. Establishes procedures and practices for hiring, supervision, promotion, and termination that support the Town and are implemented in a consistent and fair manner.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Effectively leads collective bargaining. Informs and advises the Board of Selectmen as appropriate in matters of collective bargaining and grievance proceedings.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. Recognizes, develops, and utilizes the abilities of staff. Encourages participation and shared decision-making with appropriate staff. Develops strong, open, and honest relationships with staff. Effectively delegates tasks and assignments.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. Develops a meaningful staff evaluation process and opportunities for professional development that contribute to professional growth.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e. Ensures that staff members work effectively with relevant town boards and citizen volunteers, appropriately seeking their input, and are open to public input and participation.					x	

Comments:

The only area of constructive criticism has to do with the Town Clerk. That should have been handled one on one with the Town Manager and the Town Clerk and the longstanding and troubled relationship with the Assistant Town Manager should not have been allowed to impact the situation with the Town Clerk, who was a treasured and highly valued town employee.

5. Financial Management	1	2	3	4	5	N/A
a. Employs a comprehensive and transparent process of business planning and budgeting. Employs sound fiscal management procedures, techniques, and methods. Develops and maintains a long-term financial plan.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Employs budget forecasting, accounting, and control systems to protect the Town's financial health. Effectively monitors and controls expenditures.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. Prepares the annual budget in a timely manner with input from department heads and the Finance Director, in accordance with adopted goals and town-wide needs.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d. Presents budget information to the Board of Selectmen, Finance Committee, the community, and Town Meeting in a manner which promotes full understanding.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e. Pursues alternative funding sources to supplement programs and accomplish established goals. Creatively manages available resources to increase efficiency, productivity, and effectiveness.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Comments: This is a true strength of Melissa's. Every year the budget process proceeds so much smoother than previously. She has brought competence, professionalism and collaboration to the budget process and her efforts are well received by many town committees and she is praised for it.						

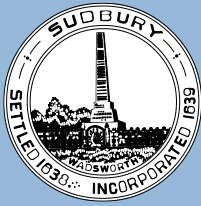
6. General Management and Planning	1	2	3	4	5	N/A
a. Provides leadership, motivation, and support within the organization. Creates and facilitates an environment for long-range and strategic planning.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Monitors and plans for maintenance, repairs, and improvement of Town facilities, including plans for long-range capital needs.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. Supervises and maintains in good order financial, personnel, and other records and documents.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d. Administers the Town in accordance with state and federal laws, rules, and regulations, with Town By-laws, and with Board of Selectmen policies and procedures.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Comments:

The town is managed very professionally and we have raised the standard to which Sudbury should be managed and I hope it continues for many years.

7. Personal Qualities and Characteristics	1	2	3	4	5	N/A
a. Maintains high standards of ethics, honesty, integrity, and sound professional judgement.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Represents the Town in a professional manner at all times.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. Displays the ability to be flexible, to manage conflict, to handle crisis, and to adjust to varying situations.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d. Displays creativity and innovation.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e. Maintains a high level of ongoing professional development.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Comments: Meliss has raised the bar when it comes to ethics, honesty and integrity in Sudbury. She dealt with some very difficult situations this year such as the Frost Farm House situaton in a very professional manner.						

8. Overall Rating	1	2	3	4	5	N/A
Overall, the Town Manager performs at the following level.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Comments: 2018 -2019 was a very difficult and trying year and Melissa managed the town with grace and integrity. We accomplished some very difficult projects and I am thankful that she is our Town Manager.						



SUDBURY BOARD OF SELECTMEN

Tuesday, March 26, 2019

MISCELLANEOUS (UNTIMED)**11: ATM action**REQUESTOR SECTION

Date of request:

Requested by: Patty Golden

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

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

Background Information:
attached list

Financial impact expected:

Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

Patty Golden	Pending
Melissa Murphy-Rodrigues	Pending
Jonathan Silverstein	Pending
Robert C. Haarde	Pending
Board of Selectmen	Pending

03/26/2019 6:00 PM

#	Article Title	Status	Sponsor/ Submitted by	Article Presenter	BOS Position	FinCom Position	Report BOS position at ATM	Funding Source	Requested Amount	Required Vote	Consent Calendar
	IN MEMORIAM RESOLUTION										
	FINANCE/BUDGET										
1	Hear Reports	submitted	BOS							Majority	
2	FY19 Budget Adjustments	submitted	BOS							Majority	X
3	FY20 Budget	submitted	Finance Dir/Town Mgr		support					Majority	
4	FY20 Capital Budget - Town Manager	submitted	Town Manager		support					Majority	
5	FY20 Transfer Station Enterprise Fund Budget	submitted	Finance Dir/ Town Mgr		support					Majority	
6	FY20 Pool Enterprise Fund Budget	submitted	Finance Dir/ Town Mgr		support					Majority	
7	FY20 Recreation Field Maintenance Enterprise Fund Budget	submitted	Finance Dir/ Town Mgr		support					Majority	
8	FY19 Snow & Ice Transfer	submitted	Town Manager							Majority	
9	Unpaid Bills	submitted	Town Accountant							Four-fifths	X
10	Chapter 90 Highway Funding	submitted	DPW Director		support					Majority	X
11	LSRHS Excess & Deficiency	submitted	BOS						\$595,000	Majority	
12	Stabilization Fund	submitted	Town Manager		support				\$194,894	Majority	
13	Repurpose of Rolling Stock Stabilization Account	submitted	Town Mgr.		support					Two-thirds	

Attachment 11.a: Articles list ATM 2019 (3210 : ATM action)

3/20/2019

Page 1

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

ATM 2019 Articles

11.a

#	Article Title	Status	Sponsor/ Submitted by	Article Presenter	BOS Position	FinCom Position	Report BOS position at ATM	Funding Source	Requested Amount	Required Vote	Consent Calendar
14	Surplus Vehicle Revolving Fund (new)	submitted	DPW Dir./ Fire Chief/ Police Chief		support					Majority	X
15	Board of Health Revolving Fund - Scope Expansion (new)	submitted	Health Director							majority	X
16	ZBA Revolving Fund - Scope Expansion (new)	submitted	ZBA chairman							majority	X
17	FY20 Revolving Funds Spending Limits	submitted	SPS & Town		support					Majority	X
18	Fund Litigation Costs - Eversource	submitted	BOS		support					Majority	
CAPITAL ARTICLES											
19	DPW One Ton Dump Truck	submitted	DPW Director		support					Majority	
20	Concord Road Culvert Design	submitted	DPW Director		support					Majority	
21	Purchase of Fire Engine	submitted	Fire Chief		support				\$570,000	majority	
22	Sudbury Public Schools Playground Improvement	submitted	SPS						\$0	Majority	
23	Funding of CWMP Impact Report	submitted	Town Mgr		support				\$500,000	2/3 if borrowed	
24	Fairbank Community Center Design and Construction Funds - WITHDRAWN										
25	Camp Sewataro Acquisition	submitted	BOS							2/3 if borrowed	
26	Amend Article XXV Capital Planning	submitted	BOS		support					Majority	
27	Raymond Road Conveyance to Water District	submitted	BOS							Two-thirds	
28	Amend Zoning: Melone Smart Growth Overlay District	submitted	BOS		support					Two-thirds	

Attachment 11.a: Articles list ATM 2019 (3210 : ATM action)

3/20/2019

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

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ATM 2019 Articles

11.a

#	Article Title	Status	Sponsor/ Submitted by	Article Presenter	BOS Position	FinCom Position	Report BOS position at ATM	Funding Source	Requested Amount	Required Vote	Consent Calendar
	CPC Articles										
29	SPS Playground Modernization	submitted	CPC						\$275,000	Majority	
30	Community Preservation Fund - Featherland Park Multisport Court Reconstruction, Phase 2	submitted	CPC							Majority	
31	Community Preservation Fund - Regional Housing Service Office (RHSO)	submitted	CPC							Majority	
32	Community Preservation Fund - The Coolidge at Sudbury Phase 2	submitted	CPC							Majority	
33	Community Preservation Fund - Sudbury Newspaper Digitization	submitted	CPC						\$25,000	Majority	
34	Community Preservation Fund - Smoke and Fire Detection for Loring Parsonage	submitted	CPC						\$63,000	Majority	
35	Community Preservation Fund - General Budget and Appropriations	submitted	CPC							Majority	

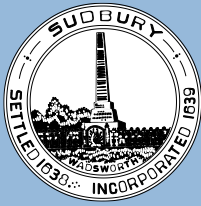
Attachment 11.a: Articles list ATM 2019 (3210 : ATM action)

3/20/2019

Page 3

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

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SUDBURY BOARD OF SELECTMEN
Tuesday, March 26, 2019

12

MISCELLANEOUS (UNTIMED)

12: Citizens' comments (cont)

REQUESTOR SECTION

Date of request:

Requested by: Patty Golden

Formal Title: Citizens' comments (cont)

Recommendations/Suggested Motion/Vote: Citizens' comments (cont.)

Background Information:

Financial impact expected:

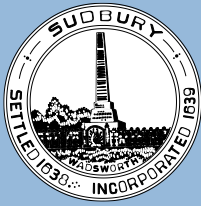
Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

Patty Golden	Pending
Melissa Murphy-Rodrigues	Pending
Jonathan Silverstein	Pending
Robert C. Haarde	Pending
Board of Selectmen	Pending

03/26/2019 6:00 PM



SUDBURY BOARD OF SELECTMEN

Tuesday, March 26, 2019

13

MISCELLANEOUS (UNTIMED)

13: Discuss upcoming agenda items

REQUESTOR SECTION

Date of request:

Requested by: Patty Golden

Formal Title: Discuss upcoming agenda items

Recommendations/Suggested Motion/Vote:

Background Information:

Financial impact expected:n/a

Approximate agenda time requested:

Representative(s) expected to attend meeting:

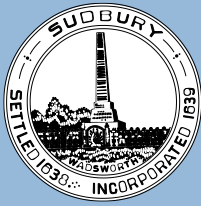
Review:

Patty Golden	Pending
Melissa Murphy-Rodrigues	Pending
Jonathan Silverstein	Pending
Robert C. Haarde	Pending
Board of Selectmen	Pending

03/26/2019 6:00 PM

POTENTIAL UPCOMING AGENDA ITEMS/MEETINGS

MEETING	DESCRIPTION
April 9	Sign Annual Town Meeting Warrant which must be delivered to residents by April 29, 2019.
	Meet with legislators (Rep. Gentile, Sen. Eldridge, Sen. Barrett)
	Discuss Town Meeting articles with Community Preservation Committee (CPC)
	Select author(s) for Special Town Election ballot question(s)
April 30	Drop-deadline date to submit ballot questions to Town Clerk
May 6, 7:30 PM @LSRHS (Mon-Wed)	Annual Town Meeting @LSRHS Auditorium
May 14	Sign Special Town Election warrant which must be delivered to residents by May 28, 2019
June 4	Special Town Election
Date to be determined	Update from BOS Policy Subcommittee
	Discussion on Fairbank Center
	Discussion on Sewataro property
	Route 20 empty corner lot – former gas station
	HOME program
	Update on traffic policy (Chief Nix)
	Update on crosswalks (Chief Nix/Dan Nason)
	Discussion and potential vote on next steps regarding CSX Rail Trail acquisition
	Announce date for Fall Town Meeting
	Tax Classification Hearing (Oct/Nov)
STANDING ITEM FOR ALL MEETINGS	BOS requests for future agenda items at end of meeting
	Citizens Comments, continued (if necessary)



SUDBURY BOARD OF SELECTMEN

Tuesday, March 26, 2019

CONSENT CALENDAR ITEM**14: Accept Grant Funding MVPP****REQUESTOR SECTION**

Date of request:

Requestor: Sudbury Fire Dept. and Planning Dept.

Formal Title: Vote to accept the awarded EEA grant funding of \$33,000 for Municipal Vulnerability Preparedness Plan development to be spent by June 30, 2019.

Recommendations/Suggested Motion/Vote: Vote to accept the awarded EEA grant funding of \$33,000 for Municipal Vulnerability Preparedness Plan development to be spent by June 30, 2019.

Background Information:

This grant award is specifically for MVP plan development so the Town may hire a pre-certified vendor to facilitate a community planning process and develop a plan to make Sudbury more resilient to climate and other vulnerabilities. The grant shall be spent by June 30, 2019 and will achieve MVP Certification enabling the Town to qualify for MVP Action Grants.

Financial impact expected:

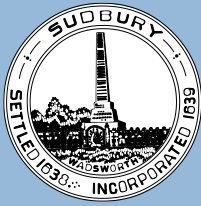
Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

Patty Golden	Pending
Melissa Murphy-Rodrigues	Pending
Jonathan Silverstein	Pending
Robert C. Haarde	Pending
Board of Selectmen	Pending

03/26/2019 6:00 PM



SUDBURY BOARD OF SELECTMEN

Tuesday, March 26, 2019

CONSENT CALENDAR ITEM**15: Accept grant funding MEMA/FEMA**REQUESTOR SECTION

Date of request:

Requestor: Fire Dept. and Planning Dept.

Formal Title: Vote to accept the awarded MEMA/FEMA grant funding of \$17,000 to update the Hazard Mitigation Plan to be spent by June 2020.

Recommendations/Suggested Motion/Vote: Vote to accept the awarded MEMA/FEMA grant funding of \$17,000 to update the Hazard Mitigation Plan to be spent by June 2020.

Background Information:

This grant award is specifically for the Local HMP plan update so the Town may hire a consultant to facilitate a planning process and develop a HMP Update. The grant shall be spent by June 2020 and will enable the Town to qualify for FEMA Hazard Mitigation Assistance grant programs.

Financial impact expected:

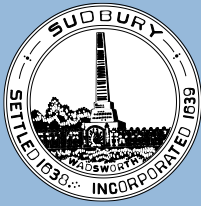
Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

Patty Golden	Pending
Melissa Murphy-Rodrigues	Pending
Jonathan Silverstein	Pending
Robert C. Haarde	Pending
Board of Selectmen	Pending

03/26/2019 6:00 PM



SUDBURY BOARD OF SELECTMEN

Tuesday, March 26, 2019

CONSENT CALENDAR ITEM**16: Approve HW contract for MVPP and HMP**REQUESTOR SECTION

Date of request:

Requestor: Fire Dept. and Planning Dept.

Formal Title: Vote to approve Contract with Horsley Witten for \$50,000 for the development of the Municipal Vulnerability Preparedness Plan and Hazard Mitigation Plan Update to be completed by June 2020.

Recommendations/Suggested Motion/Vote: Vote to approve Contract with Horsley Witten for \$50,000 for the development of the Municipal Vulnerability Preparedness Plan and Hazard Mitigation Plan Update to be completed by June 2020.

Background Information:

This grant award is specifically for the development of the MVP Plan and Local HMP update, so the Town may hire a consultant to facilitate a planning process through final approval of the plans. The contract shall be completed by June 2020 and the approved plans will enable the Town to qualify for MVP Action Grants and FEMA Hazard Mitigation Assistance grant programs. (see attached documents provided by Beth Suedmeyer)

Financial impact expected:

Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

Patty Golden	Pending
Melissa Murphy-Rodrigues	Pending
Jonathan Silverstein	Pending
Robert C. Haarde	Pending
Board of Selectmen	Pending

03/26/2019 6:00 PM

AGREEMENT BETWEEN
THE TOWN OF SUDBURY AND
THE HORSLEY WITTEN GROUP

The following provisions shall constitute an Agreement between the Town of Sudbury, acting by and through it's the **Town of Sudbury**, hereinafter referred to as "Town," and the **Horsley Witten Group**, with an address of **55 Dorrance St. Ste. 200, Providence, RI 02903**, hereinafter referred to as "Contractor", effective as of the **26 day of March, 2019**. In consideration of the mutual covenants contained herein, the parties agree as follows:

ARTICLE 1: SCOPE OF WORK:

The Contractor shall perform all work and furnish all services necessary to provide the Town with **Municipal Vulnerability Preparedness Plan and Hazard Mitigation Plan Update** including the scope of services set forth in Attachment A.

ARTICLE 2: TIME OF PERFORMANCE:

The Contractor shall complete all work and services required hereunder commencing **March 26, 2019** through **June 30, 2020**.

ARTICLE 3: COMPENSATION:

The Town shall pay the Contractor for the performance of the work outlined in Article 1 above the contract sum of **\$49,335.00**. The Contractor shall submit monthly invoices to the Town for services rendered, which will be due 30 days following receipt by the Town.

ARTICLE 4: CONTRACT DOCUMENTS:

The following documents form the Contract and all are as fully a part of the Contract as if attached to this Agreement or repeated herein:

1. This Agreement.
2. Amendments, or other changes mutually agreed upon between the parties.
3. All attachments to the Agreement.

In the event of conflicting provisions, those provisions most favorable to the Town shall govern.

ARTICLE 5: CONTRACT TERMINATION:

The Town may suspend or terminate this Agreement by providing the Contractor with ten (10) days written notice for the reasons outlined as follows:

1. Failure of the Contractor, for any reason, to fulfill in a timely and proper manner its obligations under this Agreement.
2. Violation of any of the provisions of this Agreement by the Contractor.
3. A determination by the Town that the Contractor has engaged in fraud, waste, mismanagement, misuse of funds, or criminal activity with any funds provided by this Agreement.

Either party may terminate this Agreement at any time for convenience by providing the other party written notice specifying therein the termination date which shall be no sooner than thirty (30) days from the issuance of said notice. Upon receipt of a notice of termination from the Town, the Contractor shall cease to incur additional expenses in connection with the Agreement. Upon such termination, the Contractor shall be entitled to compensation for all satisfactory work completed prior to the termination date as determined by the Town. Such payment shall not exceed the fair value of the services provided hereunder.

ARTICLE 6: INDEMNIFICATION:

The Contractor shall defend, indemnify and hold harmless the Town and its officers, agents, and all employees from and against claims arising directly or indirectly from the contract. Contractor shall be solely responsible for all local taxes or contributions imposed or required under the Social Security, Workers' Compensation, and income tax laws. Further, the Contractor shall defend, indemnify and hold harmless the Town with respect to any damages, expenses, or claims arising from or in connection with any of the work performed or to be performed under this Agreement. This shall not be construed as a limitation of the Contractor's liability under the Agreement or as otherwise provided by law.

ARTICLE 7: AVAILABILITY OF FUNDS:

The compensation provided by this Agreement is subject to the availability and appropriation of funds.

ARTICLE 8: APPLICABLE LAW:

The Contractor agrees to comply with all applicable local, state and federal laws, regulations and orders relating to the completion of this Agreement. This Agreement shall be governed by and construed in accordance with the law of the Commonwealth of Massachusetts.

ARTICLE 9: ASSIGNMENT:

The Contractor shall not make any assignment of this Agreement without the prior written approval of the Town.

ARTICLE 10: AMENDMENTS:

All amendments or any changes to the provisions specified in this Contract can only occur when mutually agreed upon by the Town and Contractor. Further, such amendments or changes shall be in writing and signed by officials with authority to bind the Town. No amendment or change to the contract provisions shall be made until after the written execution of the amendment or change to the Contract by both parties.

ARTICLE 11: INDEPENDENT CONTRACTOR:

The Contractor acknowledges and agrees that it is acting as an independent contractor for all work and services rendered pursuant to this Agreement and shall not be considered an employee or agent of the Town for any purpose.

ARTICLE 12: INSURANCE:

The Contractor shall be responsible to the Town or any third party for any property damage or bodily injury caused by it, any of its subcontractors, employees or agents in the performance of, or as a result of, the work under this Agreement. The Contractor and any subcontractors used hereby certify that they are insured for workers' compensation, property damage, personal and product liability. The Contractor and any subcontractor it uses shall

purchase, furnish copies of, and maintain in full force and effect insurance policies in the amounts here indicated.

General Liability

Bodily Injury Liability:	\$1,000,000 per occurrence
Property Damage Liability	\$ 500,000 per occurrence
(or combined single limit)	\$1,000,000 per occurrence

Automobile Liability

Bodily Injury Liability:	\$1,000,000 per occurrence
Property Damage Liability	\$ 500,000 per occurrence
(or combined single limit)	\$1,000,000 per occurrence

Workers' Compensation Insurance

Coverage for all employees in accordance with Massachusetts General Laws

Professional Liability Insurance

Minimum Coverage	\$1,000,000 per occurrence
------------------	----------------------------

Prior to commencement of any work under this Agreement, the Contractor shall provide the Town with Certificates of Insurance which include the Town as an additional named insured and which include a thirty day notice of cancellation to the Town.

ARTICLE 13: SEVERABILITY:

If any term or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

ARTICLE 14: ENTIRE AGREEMENT:

This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described.

This Agreement supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

ARTICLE 15: CERTIFICATE OF COMPLIANCE WITH MASSACHUSETTS TAX LAWS

The undersigned CONTRACTOR certifies under the pains and 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 Contract an attested copy of the vote of the Corporation on authorizing the said signing and sealing.

CONTRACTOR: the Horsley Witten Group

By: _____

Title: _____

Dated: _____

Federal Identification Number

Corporate Seal:

TOWN OF SUDBURY

Dated: _____

Melissa Murphy-Rodrigues Esq., Town Manager

Attachment 16.a: BOS Packet for MVP and HMP 3.26.19 (3216 : Approve HW contract for MVPP and HMP)

Horsley Witten Group

Sustainable Environmental Solutions

www.horsleywitten.com



Technical Proposal

Municipal Vulnerability Preparedness and Hazard Mitigation Plan Update

Town of Sudbury, Massachusetts

March 15, 2019



Submitted to:
Town of Sudbury, MA
 Planning and Community Development Department
 c/o Ms. Beth Suedmeyer
 Environmental Planner
 278 Old Sudbury Road
 Sudbury, MA 01776

Prepared by:
 Horsley Witten Group, Inc.

Attachment 16.a: BOS Packet for MVP and HMP 3.26.19 (3216 : Approve HW contract for MVPP and HMP)

B. Scope of Work

The HW Team provides the following two-part Scope of Work in response to the required deliverables, schedules, and budgets to develop an updated Hazard Mitigation Plan and complete the MVP process (including the expanded policies/regulations review to promote climate mitigation and adaptation).

Part A. Hazard Mitigation Plan Update

Task 1: Coordinate with the Local Hazard Mitigation Committee (LHMC), Conduct Public Outreach, and Update/Document the Hazard Mitigation Process

The HW Team will coordinate with the Sudbury LHMC regularly to discuss the project status, answer questions and assist with data gathering /distribution, schedule meetings and other tasks to keep the project on schedule. It is anticipated that this committee will participate in the update to ensure representation from a cross-section of the community. It is recommended that a Massachusetts Emergency Management Agency (MEMA) representative, perhaps the assigned regional planner, be invited to participate in the update. Coordination with MEMA personnel early on, and throughout the project, can facilitate a more expeditious review and approval of the draft plan. This early coordination will also serve as the initial meeting with MEMA to identify any regulatory changes to the federal requirements. Four meetings with the LHMC, during regular work days (or evenings, whichever is preferred), are anticipated:

- Joint Kickoff Meeting
 - Focus on logistics, scheduling the meetings for the month, finalizing membership for committees, and sending out information/invitations as necessary.
 - Develop a meeting schedule that may or may not include joint committee meetings (LHMC with MVP).
 - HW assumes this would be a daytime meeting and would be available to facilitate the meeting on Monday (1st), Tuesday (2nd), Thursday (4th), and Friday (5th).
- Meeting #1 – Initial Coordination
 - LHMC introduction and overview on plan development process, individual roles and responsibilities
 - Coordination/information exchange with MVP Core Team efforts necessary to inform the MVP efforts and policies/regulations process
 - Establish status report schedule
 - 2010 Plan Report Card
 - Project protocol, schedule, and document exchange
 - Logistics for Public Workshop #1
- Meeting #2 – Follow-up to Public Workshop
 - Summary of Public Workshop #1
 - Updated Risk Assessment/Capability Assessment
 - GIS mapping/Critical Facilities
- Meeting #3 – Selection and Prioritization of Draft Mitigation Actions

- Draft vision, goals and objectives for mitigation strategy
- Prioritization of mitigation actions
- Meeting #4 – Review Final Plan

Working drafts will be provided at project milestones to the LHMC for distribution to municipal officials/departments, as well as neighboring communities, local and regional agencies involved in hazard mitigation activities, and agencies that have the authority to regulate development for review and comment. HW assumes one draft review for each deliverable.

HW suggests the following list of potential engagement strategies as a starting point:

- Project Website. Coordinate with the Town to develop content for a project webpage hosted on the Town's website. This webpage will include information announcing the project, tips on how to get involved, ways to view presentations and data presented at community forums. It will also serve to keep community members informed and engaged early-on, during and following plan adoption.
- Social Media. Utilize a Facebook page as another way to engage community members. Whether it is used for project meeting announcements, notifications on the availability of draft materials for public review and comment, or simply to generate community discussions centered on specific topics; it can be a powerful tool to engage the public.
- Municipal/Stakeholder Interviews. Coordinate with municipal department representatives and stakeholders to round out a successful, comprehensive planning process. HW will coordinate with all municipal departments regarding development of the plan through in-person or telephone interviews (of those departments not already participating on the LHMC), as well as identified stakeholders.
- On-Line Survey. Utilize SurveyMonkey to design and implement an on-line survey as an additional tool to gauge the community's knowledge base on hazard mitigation planning, as well as residents' sentiment on how they prefer to receive new information as part of the plan's development. It is anticipated the survey will be a broad-brush snapshot of the community to provide another public outreach opportunity (in meeting FEMA's public engagement requirements), kicked-off at the first Public Workshop, and to remain open for at least one month.
- Printed Media/Eblasts. The HW Team will develop a media strategy through local networks to publicize the project and direct community members to the webpage, Facebook page, and public workshops as an educational tool and a mechanism for feedback.

An open public involvement process during the drafting stage and prior to plan approval is essential to the development of an updated plan. Two public workshops are anticipated.

- Public Workshop #1 – The HW Team (in collaboration with the LHMC) will conduct a Public Workshop, at a date and time conducive to the public, to

announce the project, report on the implementation status of the current plan and receive comments from the general public relative to changes necessary to the update.

- Public Hearing #2, Board of Selectmen – The HW Team (in collaboration with the LHMC) will present the full draft update where it is anticipated that the Board of Selectmen will support and recommend the update moving on to MEMA and then FEMA for review and approval.

The HW Team will document the planning process utilized to develop the update, including how it was prepared, who was involved in the process and how the public was integrated.

Deliverables: Kickoff Meeting; four LHMC meetings; design and delivery of public process; two public meetings; documentation of the planning process.

Task 2: Identify Changes to the Plan

As part of the update process, HW will review each section of the plan, incorporating (as appropriate) existing plans, studies, reports and technical information. A 'Report Card' on the implementation status of the existing draft plan (Risk Assessment Matrix) will be completed at the LHMC initial meeting to identify actions already completed (to be removed from the update), actions not yet addressed (to be reinforced and carried-over to the update) and any new actions to be incorporated into the update.

Deliverables: Risk Assessment Matrix Report Card

Task 3: Improve Risk Assessment

The HW Team will identify all potential hazards posing a risk to the Town. This list will include all those hazards identified in the Massachusetts State Hazard Mitigation Plan as well as others identified LHMC meetings and municipal coordination projects (Municipal Vulnerability Preparedness initiative). The HW Team will review hazard events and determine if there are new physical hazards that could affect the community (and what the impacts are). The improved Risk Assessment will also include a robust climate change review based on recent studies, reports, and plans completed since the 2010 plan. We will also determine if recent or future development(s) in the project area have been checked for their effect on hazard areas so that mitigation options can be considered in future land use decisions. Information review will also include flood-related hazards based on new FEMA Flood Insurance Rate Maps (FIRMs), new repetitive flood loss properties and any municipal plans and/or projects completed to date. It is anticipated most of this work will be completed early on by the HW Team to inform the design and development of the MVP Workshop.

It is suggested that hazards be re-organized into the following categories and listed in order of frequency and impact:

Natural Hazards:

- Flood-Related Hazards

- Winter-Related Hazards
- Wind-Related Hazards
- Fire-Related Hazards
- Geologic-Related Hazards
- Extreme Temperature
- Drought

The details of hazard events will be obtained from the LHMC, although most general data will come from utilizing NOAA's National Climatic Data Center (<http://ncdc.noaa.gov/>). All events will be presented as countywide, unless otherwise noted, as provided by NOAA. We will define the risks that the Town could face and follow up with an assessment of the vulnerability of the at-risk areas, and the implications of experiencing natural disasters (e.g., loss of life, damage to the natural environment, property damage, and economic losses).

The result will be the development of a Risk Assessment Matrix that lists the vulnerable areas and the primary effects from an event in these areas. This matrix will then be used to develop mitigation strategies later in the process. The HW Team, in collaboration with the LHMC will then collectively determine the likelihood of occurrence, locations affected, and potential impacts of each. This information will be used to establish a Hazard Index for each of the types of hazards.

Deliverables: Updated Risk Assessment/Matrix

Task 4: GIS Mapping

The HW Team will review and update (in collaboration with the LHMC) the existing critical facilities, structures and land use and evacuation routes mapping associated with the existing draft plan. We will initiate this task through coordination with the Emergency Management Director (EMD) and the Massachusetts Geographic Information System (MassGIS) to reveal any additional datasets readily available, based on research of new information/recent events. The HW Team will develop new, updated maps for both *Risks* and *Critical Facilities* utilizing ArcView 10.5. It is anticipated most of this work will be completed early on by the HW Team to inform the design and development of the MVP Workshop.

Deliverables: Updated Risks and Critical Facilities Maps

Task 5: Hazard Vulnerability Assessment

Based on the improved Risk Assessment and updated GIS mapping, the HW Team will conduct a Hazard Vulnerability Assessment to update all assets including existing and future buildings, infrastructure and critical facilities located in hazard areas (also identifying the population in high-risk areas), to determine if chances of future events have changed, and to estimate losses (repetitive loss properties) that may have occurred over time.

This section will examine the vulnerability of the built environment, such as structures, utilities, roads, and bridges, as well as social and environmental vulnerabilities. A vulnerability analysis also estimates the number of people including elderly populations, school-aged children and concentrated populations exposed to hazards. This also includes such issues as whether shelter capacity is sufficient for the affected population, and whether businesses are likely to face temporary closure due to natural disasters. Historical damages are often good indicators for current exposure and potential damage. A Vulnerability Chart, or Matrix, will be developed based on the identification and profile of the natural hazards that have occurred throughout Sudbury over time. It will describe the expected frequency of occurrence, and the potential severity of the damage resulting from each individual hazard evaluated for this update.

The vulnerability assessment also considers residential, commercial and industrial development trends, and the economic vulnerabilities (e.g., NFIP-insured property damage, impacts of FEMA flood zones, and impacts of business interruption), social vulnerabilities (e.g., public infrastructure, emergency life lines, and evacuation/population at risk), environmental vulnerabilities, and both the direct (e.g., loss of habitat and salinization of land/ groundwater) and indirect costs (e.g., widespread inland damage to built environment, threats to ecosystems/ species, and contamination of potable water supply).

A full Economic Analysis will be performed to determine the infrastructure at risk. In addition, total values (property and buildings) will be tabulated for all parcels impacted utilizing the various data layers and will also include the tax revenue expected to be lost, as structures become permanently uninhabitable/unusable.

Deliverables: Updated Vulnerability Analysis

Task 6: Develop Goals and Objectives

The HW Team (in collaboration with the LHMC) will reconsider the goals and objectives identified in the existing plan. Previous goals will be reaffirmed and updated, and new goals will be developed based on current conditions (as necessary). These will include the completion of mitigation actions, the improved Risk Assessment and/or changes in state priorities, with particular attention to continued compliance with NFIP.

Deliverables: Updated Goals/Objectives

Task 7: Analyze Existing and Research New Hazard Mitigation Strategies

We will review the Town's pre- and post-disaster hazard mitigation management policies, programs and capabilities, particularly the Town's policies related to development in hazard-prone areas, departmental structure (in terms of professional staff, availability to directly carry out mitigation actions, and/or provide technical assistance) and funding capabilities for hazard mitigation projects. Previous work identified from the Sudbury MVP process and policies/regulatory review, in addition to findings from the MAGIC Climate Change Resiliency Plan, will be considered here.

Deliverables: Updated Capability Assessment

Task 8: Develop a Comprehensive Range of Mitigation Actions and Projects

It is suggested the LHMC consider actions aligned to the following mitigation categories (as per FEMA guidance):

- Public Education and Awareness
- Property Protection
- Natural Resource Protection
- Structural Projects
- Emergency Services
- Planning and Prevention

Next, the infrastructural, societal and environmental prioritized community actions from the MVP process should be fully-incorporated into the Mitigation Action Plan to ensure consistency across municipal documents. In addition, the priority policy initiatives identified from the policies and regulatory review/MVP process should also be fully-incorporated into the Mitigation Action Plan.

It is required that each mitigation action incorporated into this plan be measurable in terms of monitoring progress and implementation through plan maintenance. All mitigation actions will be bounded by a time frame, include cost estimates and have responsible parties assigned. An emphasis on public/private partnerships will be encouraged. Upon submittal of this update to MEMA, the State Hazard Mitigation Committee (SHMC) is expected to review and approve these goals and objectives to ensure consistency with the statewide goals and objectives. Representative time frames and cost estimate ranges have been provided as an example, utilized by HW on other previous hazard mitigation plan development projects.

Time Frames:

- Short Term = 0 to 6 Months
- Medium Term = 6 to 18 Months
- Long Term = 18 Months to 5 Years

Cost Ranges:

- Staff Time – municipal personnel time
- Minimal – less than \$5,000
- Moderate – more than \$5,000, but less than \$25,000
- Significant – over \$25,000

Primary responsible parties will be assigned through coordination with the Town and LHMC, as well as other relevant departments/agencies that can offer support to the action. Finally, possible finance options will be researched and included.

Due to budgetary constraints and other limitations, it is often impossible to implement all mitigation actions. HW, in coordination with the LHMC, will select the most cost-effective

actions for priority implementation to use resources efficiently and develop a realistic approach toward remediating risks. The DMA supports this principle of cost-effectiveness by requiring action plans to follow a prioritization process that emphasizes benefits over costs. DMA 2000 states:

"The mitigation strategy section shall include an action plan describing how the actions identified in section I(3)(ii) will be prioritized, implemented, and administered by the local jurisdiction. Prioritization shall include a special emphasis on the extent to which benefits are maximized according to a cost benefit review of the proposed projects and their associated costs."

To emphasize that a Benefit-Cost Review was employed when prioritizing actions (as required by FEMA), FEMA's STAPLEE Method (or some version of it) is recommended.

STAPLEE Criteria

1. **Social:** Is the action compatible with present and future local community needs and values?
2. **Technical:** Is the action feasible with available local resources (or as supplemented by outside resources as necessary)?
3. **Administrative:** Does the community have the administrative capacity to implement the action?
4. **Political:** Is there strong public support to implement and maintain the action?
5. **Legal:** Does the community have the legal authority to implement the action?
6. **Economic:** Is the action cost-effective?
7. **Environmental:** Does the action impact environmental resources, and is the impact positive, negative, or neutral?

Each of the mitigation actions should be scored against each of the STAPLEE criteria outlined above with a numerical score (along with the potential for use of weighted scores). These numbers will then be totaled and developed into an overall priority score. The ranking of the priority score will serve as a guideline for when the Town should begin acting on the identified strategies, or actions.

The HW Team will utilize FEMA's *Cost-Benefit-Review* and STAPLEE methodology to prioritize actions and update the Mitigation Action Plan according to FEMA's guidelines, to include:

- Goals and Objectives
- Actions
- Lead Department/Personnel
- Support Department/Personnel
- Budget/Cost Estimate
- Funding Source
- Start/End Dates

Deliverables: Updated Mitigation Action Strategy

Task 9: Update Plan Maintenance and Implementation

We (in collaboration with the LHMC) will identify the method and schedule to be used over the next five years to effectively and efficiently monitor, evaluate and update the plan. At a minimum, quarterly meetings of the LHMC should be scheduled during the calendar year to ensure that mitigation actions are being carried out according to assigned time frames and to assess the effectiveness of completed actions. All LHMC meetings should be duly advertised and open to the public, to maintain resident and business owner engagement in the update process.

It is recommended that the LHMC chairperson (or another identified person) be responsible for ensuring that the Town of Sudbury Hazard Mitigation Plan remains a living document. All proposed strategy revisions will be reviewed to ensure coordination and conformance with the Town's policies and regulations.

It is anticipated that discussions with the LHMC will serve to identify the Town's preference for monitoring, evaluating and updating the plan.

Deliverables: Updated Plan Maintenance/Implementation

Task 10: Review, Revision, Approval and Adoption of Plan

Following the close of the planning process and development of the full draft plan, the HW Team (in collaboration with the LHMC) will release the draft plan for public review and comment through posting on the project web page and making hard copies available throughout the community. Following the close of the public comment period and completion of any necessary revisions, we will present the draft plan at a public hearing before the Board of Selectmen where it is anticipated that the Board of Selectmen will support and recommend the update moving on to MEMA and then FEMA for review and approval.

Prior to submission to MEMA/FEMA, we will complete the Local Mitigation Plan Review Tool and the Town of Sudbury's identified cross-walk between FEMA's Local Mitigation Plan Review Guide and the Community Resilience Building Process to ensure the Local Plan rises above the minimum requirements for certain elements during the review process by Federal and State officials. The plan will then be submitted to MEMA and then FEMA, for review and 'approval – pending adoption' by the Town of Sudbury. Once the plan receives FEMA's approval, the HW Team (in collaboration with the LHMC) will present the final plan to the Board of Selectmen for adoption, post the adopted plan on the project web page and initiate post plan adoption outreach activities chosen by the LHMC from suggestions such as the following:

- Use of social media tools (e.g., Constant Contact)
- Piggy-back on a city-sponsored event (e.g., weekend festival, city sports event)

Deliverables: One unbound copy, suitable for reproduction as a draft update for review at the end of the planning process. We will also deliver five bound copies, plus one unbound copy, suitable for reproduction as a final update.

All text, tables, graphs, charts and drawings will be provided in the latest software versions (or other format acceptable to the Town), as applicable. All digital ArcView GIS datasets obtained, modified and/or developed for mapping purposes will also be provided digitally on CD or DVD for future use by the Town.

We will also remain available to the Town in the future to provide guidance and recount the experience of the update.

Part B. Municipal Vulnerability Preparedness Initiative

Task 1. Core Team Workshop Planning Support

This task includes providing support to the Town of Sudbury to expand the Core Team as necessary in planning the goals and structure of the workshop, as well as identifying the appropriate list of stakeholders to invite to the workshop, developing invitations and a plan for outreach to invitees, and identifying the most effective data and mapping materials to use in support of the workshop to facilitate informed discussion.

Core Team Support. The HW Team will meet with Sudbury's Core Team to frame the stakeholder workshop and come to agreement on the goals and agenda for the workshop. The workshop is anticipated to be 6-8 hours in length during a single day (although a two-day workshop structure is optional and will be discussed). This is a significant amount of time to ask of any workshop participants, so it is imperative that the workshop is well structured with clearly articulated goals and methods to achieve those goals. The MVP Certification training provided by EEA provides a framework under The Nature Conservancy's Community Resilience Building (CRB) program to structure the workshop and breakout discussions.

We will also assist the Core Team in planning for the logistics of the workshop, including consideration of venue, room size and setup, materials, implementation schedule and communications. We assume that the Town's Core Team will be tasked with logistics such as securing a venue, food, and scheduling.

Stakeholder Identification and Invitations Support. We will work with the Core Team to identify appropriate stakeholders to participate in the Workshop in order to achieve the most effective discussion and input possible and necessary for the vulnerability assessment. The CRB Framework suggests that the workshop includes about 30 key stakeholders on an invitation basis (not an open public meeting format), including municipal staff, officials, and representatives of key sectors of the community such as the Chamber of Commerce, health care, parents of school age children, senior care, and others. We will work with the Town to help identify a list of invitees as well as develop a plan for effectively reaching out to them to convey the importance of their role in this workshop and encourage participation. This process is more intensive and targeted than a public meeting invitation and will require the Town to be vigilant about securing responses and commitments from participants. We will draft an invitation that

can be circulated by the Core Team via email and/or telephone or in-person communications.

Mapping and Data Support. The workshop discussion will be framed and supported by a host of maps and data about the Town's infrastructure, natural resources, and projected impacts from climate change. The challenge will be to create simple maps and data references that can be included in the presentations to 'set the stage' for the breakout discussions and will also be provided as handouts to each table as references for the discussions, without overwhelming participants with information. The HW Team will work with the Core Team to discuss the types of data that are available, including GIS data and existing maps from the Town, and the climate change projection data in the recently-released MA Climate Change Clearinghouse online. We will help the Core Team anticipate the discussions and identify the most useful and relevant data and maps that participants would want to have 'handy' as references for their discussions. These will likely include, for example, maps of key public infrastructure, flood maps, and maps of the locations of key emergency response facilities.

It is anticipated that much of this information also aligns with Tasks 3 and 4 of the Hazard Mitigation Plan update process, providing project efficiencies for both efforts.

We will meet with the Core Team over a series of three planning meetings to discuss these items. We anticipate that two of these meetings will be in person and an additional meeting will be via conference call or webinar. We will also communicate with the Core Team and primary Town contacts via email to field questions, circulate drafts, and provide logistical support.

Deliverables:

- *Summary Overview of Workshop Goals, Logistics and Agenda*
- *List of Stakeholder Workshop Invitees and Communications Plan*
- *List of Maps and Data to be prepared for the Workshop and feedback on draft materials*

Task 2. Workshop Facilitation

The HW Team will provide staff to facilitate the workshop and breakout sessions and will work with the Town to develop a PowerPoint presentation to guide the workshop and set the stage for the breakout discussions. The presentation will include the priority policy initiatives identified by the Core Team in order to inform the development of infrastructure, societal and environmental actions. We anticipate that there will be four breakout discussions and assume the Local Project Leader and four HW staff will facilitate those sessions. Each of these staff members will be responsible for facilitating a balanced discussion at their table and recording discussion points on the matrix of vulnerabilities and actions, consistent with the format provided in the CRB framework. The lead facilitator will oversee the progression of the workshop, spending time at each

table discussion throughout the day to ensure each group is making progress on the agenda, then bringing all facilitated groups back together for the prioritization process at the end. We anticipate that Town staff will also participate in the workshop presentation to set the stage for the discussion and provide some background data. Each breakout session will also require a scribe to document the discussion (perhaps members of the Core Team), and we assume that the Town will provide those scribes to assist in the facilitation of small groups.

Following the breakout sessions, the HW Team will lead a process among the full stakeholder group to report out from the discussion groups and identify common themes and top priorities. This process will be vetted with the Core Team during the planning of the workshop agenda so that the outcome meets the needs and goals of the Town.

Deliverables: PowerPoint presentation, Sign-in sheet, notes from facilitated workgroups

Task 3. Summary of Findings

We will compile the matrices and discussion notes from workshop discussion into one summary document, utilizing CRB's template. The summary document will be a concise matrix of climate change vulnerabilities and priority actions, with a brief narrative introduction and description of the workshop process. The individual matrices and notes from the discussions may be included as attachments for reference, along with the list of stakeholder invitees and attendees. Submission of the final MVP report and supporting materials will be held until the public listening session has been conducted, so the questions/comments from the general public can be included, as well as their feedback on the potential policies/regulatory changes.

Deliverables: Summary of Findings Report (utilizing the MVP Template), including Matrix and Attachments, to be provided electronically in Word, Excel and PDF

Task 4. Listening Session

Following the completion of the facilitated workshop, we will support the Core Team to design and conduct a public listening session with the general public. It is important that the Core Team and elected officials are present and contribute as the primary speakers, providing an overview of the purpose/intent, objectives and outcomes of the MVP process. The potential changes of highest interest regarding the policies/regulatory changes to promote mitigation and adaptation evaluated through the MVP process should also be presented and confirmed for refinement and development of draft language for consideration by various Town boards and committees. A Question/Answer session should follow with both Core Team members and the HW Team recording and responding with clarifications as necessary.

Next, we will develop an annual 'Next Steps' list for the Town of Sudbury to maintain MVP designation from year to year.

Deliverables: Assistance with development of Listening Session presentation, Next Steps list

Task 5. Policies/Regulatory Review

The HW Team will evaluate opportunities and make recommendations on policy and regulatory changes that will positively impact the community's resiliency based on strategies outlined in the MAGIC Climate Change Resiliency Plan, climate change projection data in the recently-released MA Climate Change Clearinghouse online, the Massachusetts State Hazard Mitigation and Climate Adaptation Plan (2018), and guidance from the MVP Core Team.

Following the notice to proceed, the HW Team will conduct a preliminary review of existing regulations and make recommendations to the Town for consideration. Prior to the MVP workshop, it is anticipated the MVP Core Team will identify the priority policy initiatives that will be explored during the MVP workshop. Following the completion of the MVP workshop and prioritization of the identified infrastructure, societal, and environmental actions, the HW Team will assist the MVP Core Team to conduct three additional workshops with relevant boards and committees to identify the potential changes of highest interest and develop draft bylaw and regulatory language for consideration. The potential changes of highest interest will be conveyed to the general public at the Public Listening Session. Recommendations and draft language to Town bylaws and/or regulatory changes will be included as an appendix to the MVP Summary of Findings report.

Deliverables: Meeting notes from coordination with Town boards and committees, Summary of Draft bylaw/regulatory language inserted into Summary of Findings report as an appendix.

C. Project Schedule

The scope of work was developed with particular attention to schedule to assure expeditious and professional delivery of services to the Town of Sudbury. The Project Schedule that follows has been developed based on HW's previous experience with similar projects in other communities and reflects an expedited but realistic timeline to complete the project. This schedule also incorporates sufficient time for MEMA and FEMA review and approval by the targeted June 30, 2020 close of the grant.

The two tables below provide a detailed summary of how the two parts of the project will unfold over a fixed schedule. These tables are followed by a graphic summary of the more detailed information provided in the two tables.

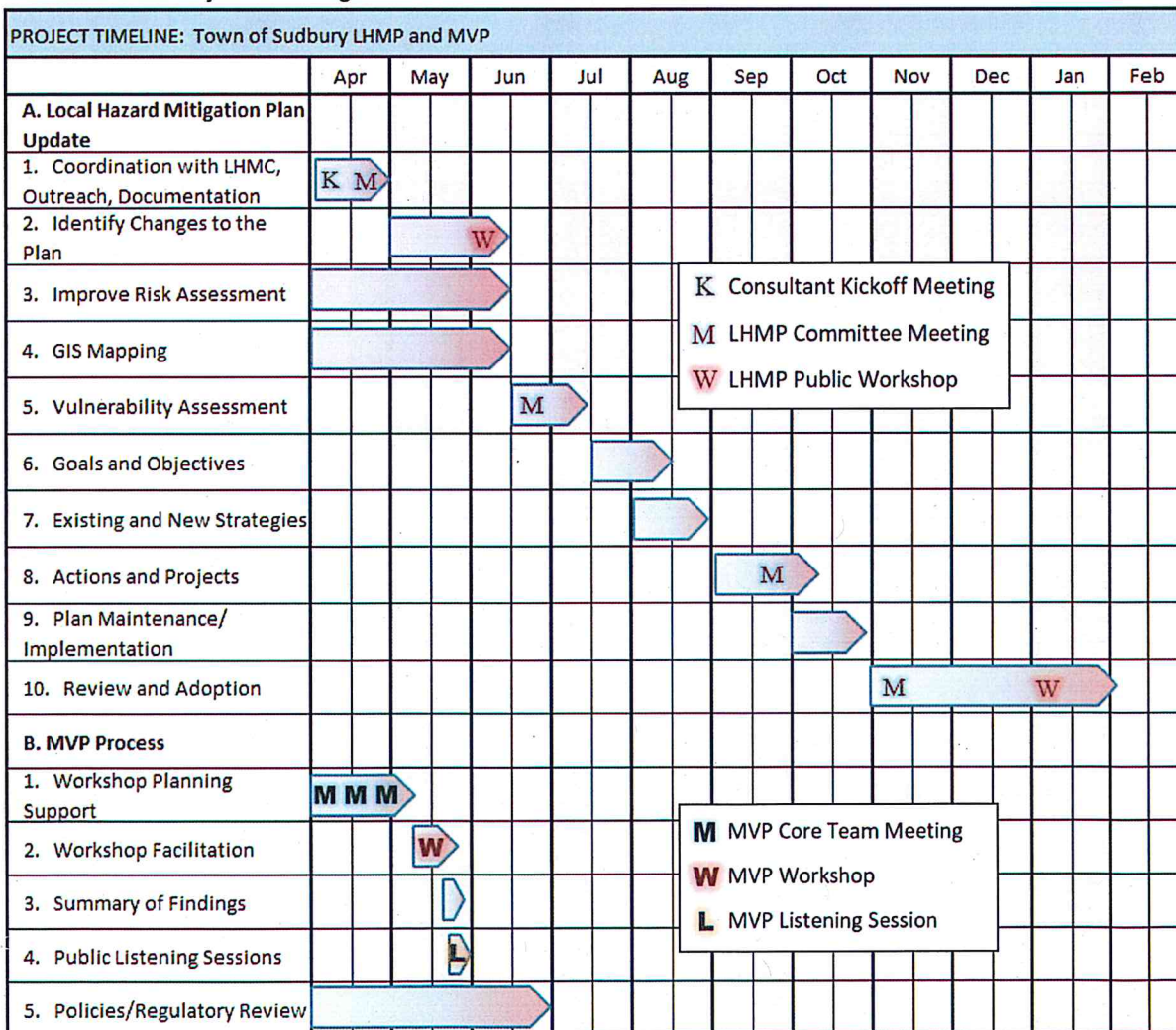
PROJECT SCHEDULE

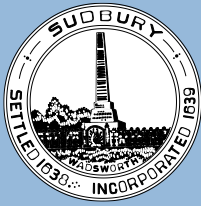
A. HAZARD MITIGATION PLAN UPDATE	
Task 1: Coordinate with LHMC, Conduct Outreach, Document Planning Process	April 1, 2019 - April 26, 2019
Kick off Meeting	Week of April 1, 2019
Meeting #1 - Local Hazard Mitigation Committee	Week of April 22, 2019*
Task 2: Identify Changes to the Plan	April 29, 2019 - June 14, 2019
Coordination with Town Departments/Personnel	Week of May 13, 2019
Public Workshop #1	Week of June 3, 2019
Task 3: Improve Risk Assessment	April 1, 2019 - June 14, 2019
Task 4: GIS Mapping	April 1, 2019 - June 14, 2019
Task 5: Hazard Vulnerability Assessment	June 17, 2019 - July 12, 2019
Meeting #2 - Local Hazard Mitigation Committee	Week of June 24, 2019
Task 6: Develop Goals and Objectives	July 15, 2019 - August 16, 2019
Task 7: Analyze Existing/Research New Strategies	August 5, 2019 - August 30, 2019
Task 8: Develop Comprehensive Range of Actions and Projects	September 2, 2019 - October 11, 2019
Meeting #3 - Hazard Mitigation Plan Committee (HMPC)	Week of September 23, 2019
Task 9: Update Plan Maintenance/Implementation	Sept. 30, 2019 - October 25, 2019
Task 10: Review, Revision, Approval and Adoption of Plan	October 28, 2019 - January 17, 2020
Meeting #4 - Local Hazard Mitigation Committee	Week of November 11, 2019
Draft Deliverable to Town Staff	Week of November 25, 2019
Public Comment Period	December 2 - December 27, 2019
Public Workshop #2/Public Hearing	Week of January 13, 2020
Final Deliverable to MEMA, then FEMA	By February 3, 2020

B. MUNICIPAL VULNERABILITY PREPAREDNESS PROCESS

Task 1: Core Team Workshop Planning Support	April 1, 2019 - April 26, 2019
Kick off Meeting	Week of April 1, 2019
Meeting #1 - MVP Core Team	Week of April 15, 2019*
Meeting #2 - MVP Core Team	Week of April 29, 2019*
Meeting #3 - MVP Core Team	Week of May 6, 2019
Task 2: Workshop Facilitation	May 6, 2019 - May 17, 2019
MVP Workshop	Week of May 13, 2019
Task 3: Summary of Findings	May 20, 2019 - May 24, 2019
Task 4: Public Listening Session	May 27, 2019 - May 30, 2019
Listening Session (EEA deadline: 5/30/19)	Week of May 27, 2019
Task 5: Policies/Regulatory Review	April 1, 2019 - June 28, 2019
Final Deliverable to EEA	By June 28, 2019

*These schedules assume all April meetings are separate. The Kickoff Meeting may be used to combine some of these into joint meetings between the LHMC and MVP Core Team.





SUDBURY BOARD OF SELECTMEN

Tuesday, March 26, 2019

CONSENT CALENDAR ITEM**17: Accept easement for Indian Ridge Rd**REQUESTOR SECTION

Date of request:

Requestor: Beth Suedmeyer, Environmental Planner

Formal Title: Pursuant to the provisions of G.L. c. 83, §4, Article XII s. 3 of the Sudbury General Bylaws, and any other enabling authority, vote to accept the Grant of Easement set forth in the document entitled "DECLARATION OF RESTRICTIVE COVENANTS AND GRANT OF EASEMENT REGARDING STORMWATER MANAGEMENT SYSTEM" granted by Gary Artie Bennos for stormwater system maintenance purposes upon the property shown as "Plan of Property Combining Parcels A and C, Indian Ridge Road, Sudbury Mass" by Schofield Brothers LLC, dated March 6, 2017 that is recorded with the Middlesex South Registry of Deeds in Plan Book 2017, Page 402.

Recommendations/Suggested Motion/Vote: Pursuant to the provisions of G.L. c. 83, §4, Article XII s. 3 of the Sudbury General Bylaws, and any other enabling authority, **vote** to accept the Grant of Easement set forth in the document entitled "DECLARATION OF RESTRICTIVE COVENANTS AND GRANT OF EASEMENT REGARDING STORMWATER MANAGEMENT SYSTEM" granted by Gary Artie Bennos for stormwater system maintenance purposes upon the property shown as "Plan of Property Combining Parcels A and C, Indian Ridge Road, Sudbury Mass" by Schofield Brothers LLC, dated March 6, 2017 that is recorded with the Middlesex South Registry of Deeds in Plan Book 2017, Page 402.

Background Information:

See attached easement for signature

Financial impact expected:n/a

Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

Patty Golden	Pending
Melissa Murphy-Rodrigues	Pending
Jonathan Silverstein	Pending
Robert C. Haarde	Pending
Board of Selectmen	Pending

03/26/2019 6:00 PM



Town of Sudbury

Planning and Community Development Department

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

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

TO: Board of Selectmen
FROM: Beth Suedmeyer, Environmental Planner, Planning and Community Development
RE: Request for Acceptance of Easement for 70 Indian Ridge (Assessors Map J09, Parcel 0312) for the March 26, 2019 BOS Meeting
DATE: March 25, 2019

On February 14, 2018, the Planning Board issued a Decision to grant Gary Artie Bennos (Owner) a Stormwater Management Permit for 70 Indian Ridge. The Decision included a condition stating the Owner is responsible for the perpetual maintenance of the stormwater management system located on the property.

Furthermore, the Stormwater Management Permit Decision stipulates:

A restrictive covenant requiring construction of the stormwater system in accordance with the Plan, and maintenance of the stormwater management system in accordance with the Operation and Maintenance Plan shall be recorded on the Premises. This covenant shall allow for the placement of municipal liens on the Premises if the owner fails to fully construct the system or fails to maintain the system and the Town needs to do so. The Applicant shall submit the covenant for review and approval of the Board or its representative prior to recording at the Middlesex South District Registry of Deeds.

As such, through the attached covenant, the Owner identified above agrees to provide such perpetual maintenance of the stormwater system by imposing restrictive and protective covenants on the property. In the event that the Owner fails to do so, an easement over the property is created to allow the Town, through its Department of Public Works, to perform such maintenance and charge and assess the Owner for the cost.

The combination of requiring a covenant and easement has become the Planning Board's standard practice since the fall of 2016, when Town Counsel suggested owners grant an easement to the Town to better protect the Town in the event it elects to remedy a failed stormwater system. The grant of easement provides the explicit right of the Town to enter upon private property to conduct inspections and to perform any required work.

I respectfully ask for the Board's acceptance of this easement.

Cc: Dan Nason, DPW Director

Attachment 17.a: BOS Packet 70 Indian Ridge 3.26.19 (3217 : Accept easement for Indian Ridge Rd)

DECLARATION OF RESTRICTIVE
COVENANTS AND GRANT OF
EASEMENT REGARDING
STORMWATER MANAGEMENT
SYSTEM

This Declaration of Restrictive Covenants and Grant of Easement (this "Restriction") is made as of March , 2019 by Gary Artie Bennos (the "Owner") of 70 Indian Ridge Road, Sudbury, MA 01776 (the "Property") in favor of the Town of Sudbury (the "Town"), a Massachusetts municipal corporation, by and through its Board of Selectmen, having an address of 278 Old Sudbury Road, Sudbury, MA 01776.

Whereas, the Owner applied to the Sudbury Planning Board for approval of a Stormwater Management Permit, for the Property (the "Project") and the Planning Board, on February 18, 2018, issued a "Decision- Stormwater Management Permit 70 Indian Ridge Road, Sudbury, MA SWMP #17-17" (the "Permit") upon the Property shown as Lot E as shown on a Plan entitled "Plan of Property Combining Parcels A and C Indian Ridge Road, Sudbury Mass." Prepared by Schofield Brothers LLC dated March 6, 2017, and recorded with the Middlesex South Registry of Deeds in Plan Book 2017, Page 402, to which plan reference is made for a more particular description of said the Property.

Whereas, the stormwater management system required to drain stormwater relating to the Project is to be located on the Property; and

Whereas, the Sudbury Planning Board's decision to grant the Owner the Permit is contingent upon the Owner being responsible for the perpetual maintenance of the stormwater management system located on the Property, including, without limitation, all catch basins, detention basins, pipes, drainage swales and, recharge basins, and other structures, facilities, and/or appurtenances related thereto (as the same may be altered from time to time, the "Stormwater System"); and

Whereas, the Owner agrees to provide such perpetual maintenance of the Stormwater System by imposing restrictive and protective covenants on the Property and by granting an easement over the Property and to allow the Town if the Owner fails to do so, to perform such maintenance and charge and assess the Owner for the cost thereof,

Now therefore, the Owner hereby declares the following covenants and grants to the Town the following easement:

1. The Owner, and/or its successors and assigns, shall be responsible, at its sole cost and expense, for constructing, installing, maintaining, operating, repairing, and replacing, the Stormwater System located on the Property for the purpose of allowing for

the proper and efficient flow of stormwater as described in the Best Management Practices and the Operation and Maintenance Plan and the Stormwater Operations and Maintenance Manual entitled "Storm Water Report 70 Indian Ridge" prepared by Hancock and Associates and dated 1-8-2017, on file with the Town, as the same may be amended or renewed from time to time with the prior written consent of the Town such consent not to be unreasonably withheld, delayed or conditioned.

2. The Owner hereby grants to the Town the non-exclusive, perpetual right and easement to enter the Property and any and all portions thereof for the purpose of inspecting the Stormwater System to determine compliance with the terms hereof, and to take any and all actions necessary or convenient to abate or remedy any violation hereof upon the terms and conditions set forth herein. Notwithstanding the above, the Town shall have no obligation to take any such actions.

3. In the event of a failure by the Owner to comply with the requirements of this Restriction resulting in the failure of the Stormwater System to function properly, the Town shall have the right to deliver to the then Owner of the Property a written notice (pursuant to the notice provision below) to remedy said violation specifying the work that is required in order to enable the Stormwater System to function properly and providing for a thirty (30) day time period in which to complete such work. If the remedy is of such a nature that the same cannot be reasonably completed within said thirty (30) day period, then the Town shall impose such other, additional timeframe upon the Owner as is reasonable under the circumstances. In the event the remedy is not completed in a manner reasonably satisfactory to the Town within said thirty (30) day period (or such other additional timeframe imposed by the Town), or the Owner shall fail to commence such remedy within the applicable period, or thereafter fail to prosecute the completion of same with diligence and continuity, then the Town may, but shall have no obligation to, enter upon the Property and remedy the failure described in its notice as set forth in Paragraph 4 below.

4. In connection with any such entry, the Town shall use reasonable efforts (a) to give prior notice to the Owner of same, except in the case of emergency, and (b) not to unreasonably interfere with the current use of the Property, or with access to the Property, except to the extent as may be reasonably required in order to prosecute such remedy. The Town shall promptly restore or replace any portion of the areas outside the Stormwater System disturbed in the exercise of its rights hereunder to the condition it was in prior to undertaking such work, to the extent reasonably possible.

Prior to exercising any right to enter the Property under this Restriction, or, in the case of emergency, as soon as is practicable, the Town agrees to carry and keep in effect, at the Town's sole cost and expense, comprehensive general liability insurance covering the Property in commercially reasonable amount in light of the nature of the work to be undertaken which may be included under the Town's so-called blanket or master insurance policy covering other property or insureds in addition to those required

hereunder. The Town shall also cause any party performing work on the Town's behalf on the Property and/or the Stormwater System in accordance with the terms of this Restriction to obtain and keep such insurance prior to entering upon the Property. Any insurance provided for above shall name the Owner as additional insured and certificate holder, provided however, that the coverage amounts set forth in the Town's policy of insurance naming the Owner as an additional insured shall be limited \$100,000 as set forth in M.G.L. c. 258.

5. The rights hereby granted to the Town include the right to enforce the obligations of the Owner set forth herein by appropriate legal proceedings and to obtain injunctive and other equitable relief against any violation, including, without limitation, relief requiring repair, maintenance or replacement of the Stormwater System (it being agreed that the Town has no adequate remedy at law), and shall be in addition to, and not in limitation of, any other rights and remedies available to the Town. The Town shall have the option to enforce said obligations, but does not have the obligation to do so. The actual expenses incurred by the Town in abating or remedying any violation hereof and in enforcing the duties of the Owner hereunder shall be paid by the Owner within thirty (30) days after delivery of written notice to the Owner by the Town accompanied by reasonable evidence of such expenses, and, if not paid within the time allowed, the Town may recover its costs by means of a municipal lien and/or betterment assessments on the Property in accordance with M.G.L. c. 80 and/or other applicable law. Any election by the Town as to the manner and timing of its right to enforce these covenants or otherwise exercise its rights hereunder shall not be deemed or construed to be a waiver of such rights.

6. Within twenty (20) days after written request therefor, the Town shall execute and deliver to the then Owner an estoppel certificate stating that to the best of the Town's knowledge as of the date of the certificate whether any default has occurred under this Restriction by the Owner, and if there are known defaults, specifying the nature thereof. Notwithstanding anything contained herein to the contrary, the issuance of an estoppel certificate shall in no event subject the Town to any liability whatsoever, notwithstanding the negligent or otherwise inadvertent failure of the Town to disclose correct and/or relevant information included in any such estoppel certificate, but the Town shall be estopped from claiming or enforcing hereunder any then-existing default not set forth in such certificate, the same, if any, being waived upon the issuance of any such certificate.

7. No amendment, release or rescission of this Restriction shall be effective without the written approval of the Town.

8. This Restriction shall run with the Property and shall bind and inure to the benefit of the owners of the Property and their respective successors and assigns.

9. The covenants and obligations contained herein are for the benefit of and enforceable by the Town in perpetuity. The Owner acknowledges that said covenants, as they are held by the Town, constitute perpetual restrictions held by a governmental body, as those terms are defined in G.L. c. 184, §26, and are thus not subject to G.L. c. 184, §§27-30, and, in any event, shall be enforceable for a term of at least 99 years.

10. The Owner, its successors and assigns, solely during the period of its and their respective ownership of the Property, shall defend, indemnify and hold the Town harmless from any and all claims, damages, losses, costs and liabilities, including, without limitation, reasonable attorneys' fees, relating to the Stormwater System and/or the Owner's actions taken or the Owner's failure to take action as may be required under this Restriction, excluding in any event from the foregoing indemnity, any matter arising from the negligence or willful misconduct of the Town.

11. The Owner agrees to record this Restriction with the Middlesex South District Registry of Deeds within twenty (20) business days after the date hereof, but the failure to do so shall not affect the validity hereof. The Owner further agrees to provide the Town with a copy of the recorded Restriction within seven (7) business days after its recording.

12. All notices required or permitted hereunder shall be in writing and addressed to the parties as set forth above or at such other addresses as the parties may designate from time to time by notice given in accordance with the terms hereof. Notices may be given by hand delivery, or by recognized overnight delivery service, including the U.S. Postal Service, and shall be deemed given upon receipt in hand, or one (1) business day after deposit with such overnight delivery service, as applicable.

13. The Owner agrees to obtain from any mortgagee having a mortgage on the Property as of the date hereof a subordination to this Restriction, stating that such mortgages shall be subject to this Restriction. Such subordinations shall be obtained and recorded promptly.

14. The recitals stated in the preamble of this Restriction are incorporated herein in their entirety.

[End of text. Signatures on next page.]

Executed under seal as of this ____ day of _____, 2019.

PROPERTY OWNER:

Name:

Title:

Duly Authorized

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this ____ day of March, 2019, before me, the undersigned notary public,
_____, the above-named member person personally
appeared and proved to me through satisfactory evidence of identification, which was
_____, to be the person whose name is signed on the
preceding document and acknowledged to me that s/he signed it voluntarily for its stated
purpose.

Notary Public

My Commission Expires:

Attachment 17.a: BOS Packet 70 Indian Ridge 3.26.19 (3217 : Accept easement for Indian Ridge Rd)

ACCEPTANCE OF EASEMENT

On this day of , 2019, the Town of Sudbury, acting by and through its Board of Selectmen pursuant to the provisions of G.L. c. 83, §§1 and 3, and any other enabling authority, hereby accepts the foregoing Grant of Easement for drainage purposes.

TOWN OF SUDBURY,
By Its Board of Selectmen

Robert C. Haarde, Chairman

Daniel E. Carty, Vice Chairman

Patricia Brown, Member

Janie W. Dretler, Member

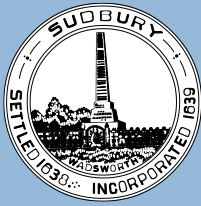
Leonard A. Simon, Member

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, ss

On this day of , 2019, before me, the undersigned notary public, _____, the above-named member of the Board of Selectmen for the Town of Sudbury, personally appeared and proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding document and acknowledged to me that s/he signed it voluntarily for its stated purpose as a member of the Board of Selectmen of the Town of Sudbury.

Notary Public
My Commission Expires:



SUDBURY BOARD OF SELECTMEN

Tuesday, March 26, 2019

CONSENT CALENDAR ITEM**18: Billiard Table License Renewal 2019****REQUESTOR SECTION**

Date of request:

Requestor: James Wiegel, Finance Officer, American Legion Post 191

Formal Title: As the Licensing Authority for the Town of Sudbury, vote to renew a billiards table license for the American Legion Sudbury Post #191, Inc., Phillip M. McKenzie, Manager, 676 Boston Post Road, through May 1, 2020. Current license expires on May 1, 2019.

Recommendations/Suggested Motion/Vote: As the Licensing Authority for the Town of Sudbury, vote to renew a billiards table license for the American Legion Sudbury Post #191, Inc., Phillip M. McKenzie, Manager, 676 Boston Post Road, through May 1, 2020. Current license expires on May 1, 2019.

Background Information:

Application and police feedback attached

Financial impact expected:\$25 license fee

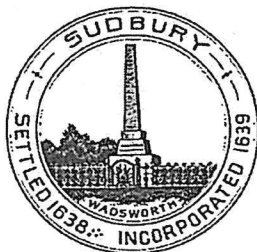
Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

Patty Golden	Pending
Melissa Murphy-Rodrigues	Pending
Jonathan Silverstein	Pending
Robert C. Haarde	Pending
Board of Selectmen	Pending

03/26/2019 6:00 PM



RECEIVED
BOARD OF SELECTMEN
SUDBURY, MA

2019 MAR 13 P 1:04

TOWN OF SUDBURY
Office of Selectmen
278 Old Sudbury Road
Sudbury, MA 01776
(978) 639-3381, Fax (978) 443-0756
BOSadmin@sudbury.ma.us

APPLICATION FOR POOL TABLE LICENSE

Please complete the form below and return to the Board of Selectmen's Office by **March 29, 2019**.

Applicant name: Sudbury American Legion Post 191
Address: 676 Boston Post Rd Phone: [REDACTED]
Email: [REDACTED]
Business name: American Legion Post 191
Address: 676 Boston Post Road
Number of pool tables: 1
Location (if different than above) n/a

All Pool Table licenses expire May 1st and must be renewed annually.

☒ \$25 Application Fee made payable to Town of Sudbury

I hereby apply for a pool table license within the Town of Sudbury.

Applicant Signature: [Signature]

Date: 13 MAR 19

2019 American Legion Billiards Table Renewal Department Feedback

Police Department

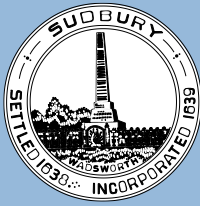
From: Nix, Scott
Sent: Wednesday, March 13, 2019 4:16 PM
To: Frank, Leila
Subject: RE: Billiard Table License Renewal

Leila,

We have not had an issue with the license as submitted. Thank you!

Respectfully,

Scott Nix
Chief of Police



SUDBURY BOARD OF SELECTMEN

Tuesday, March 26, 2019

CONSENT CALENDAR ITEM**19: Goodnow Library Foundation One Day Alcohol License Goodnow Open**REQUESTOR SECTION

Date of request:

Requestor: Samantha Greenfield, Goodnow Library Foundation

Formal Title: Vote to grant a 1-day All Alcohol license to Goodnow Library Foundation, Inc, to accommodate a Goodnow Open on Saturday, April 27, 2019 from 7:00 PM to 10:00 PM at Goodnow Library, 21 Concord Rd, subject to the use of a TIPS-trained bartender and a receipt of a Certificate of Liability.

Recommendations/Suggested Motion/Vote: *Vote to grant a 1-day All Alcohol license to Goodnow Library Foundation, Inc, to accommodate a Goodnow Open on Saturday, April 27, 2019 from 7:00 PM to 10:00 PM at Goodnow Library, 21 Concord Rd, subject to the use of a TIPS-trained bartender and a receipt of a Certificate of Liability.*

Background Information:

Requested information provided. Building Inspector, Police Dept, Fire Dept, and Board of Health expressed no issues.

Financial impact expected:\$35 license fee to General Fund

Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

Patty Golden	Pending
Melissa Murphy-Rodrigues	Pending
Jonathan Silverstein	Pending
Robert C. Haarde	Pending
Board of Selectmen	Pending

03/26/2019 6:00 PM



Town of Sudbury

Office of Selectmen
www.sudbury.ma.us

RECEIVED
BOARD OF SELECTMEN
SUDBURY, MA

2019 FEB 19

Flynn Building
278 Old Sudbury Rd
Sudbury, MA 01776-1843
978-639-3381
Fax: 978-443-0756
Email: selectmen@sudbury.ma.us

APPLICATION FOR ONE-DAY LIQUOR LICENSE (NON-PROFIT)

Non-profit organizations hosting an event in Sudbury are eligible to apply for a one-day liquor license. All licensees must purchase their alcoholic beverages from a licensed Massachusetts wholesaler, manufacturer, winery shipment licensee, farmer brewery, farmer distillery or holder of a Special Permit issued by the ABCC.*

Application processing can take up to four weeks as approval from the Fire, Police, Building and Board of Health departments are required prior to Board of Selectmen approval. Processing begins after all required materials are received, so please plan accordingly.

Name of Responsible Manager: Samantha Greenfield

Address of Responsible Manager: 21 Concord Road, Sudbury, MA 01776

Phone: [REDACTED]

Non-Profit Organization Name: Goodnow Library Foundation

Name & Purpose of Event: Goodnow Open. To raise funds for the Goodnow Library.

Name(s) of Brewery/ Distillery/ Winery/ Wholesaler/ Manufacturer to provide alcohol:
(see attached)

License Type Requested: ☐ \$25 Wine & Malt – OR – ☒ \$35 All Alcohol

Event Date: 4/27/2019 Event Time: 7-10pm

Event Venue: Goodnow Library

Event Address: 21 Concord Road, Sudbury, MA 01776

Documents Enclosed:

- ☐ Certificate of Liquor Liability
 - a. \$1,000,000 minimum amount
 - b. "Town of Sudbury" listed as additional insured
- ☐ Proof of bartender(s) training/certification. (For example, a TIPS certificate.) - coming from Sudbury Wine
- ☒ Application fee: \$25 W&M or \$35 All Alcohol. Check payable to Town of Sudbury.

Please submit completed application and materials to:
Board of Selectmen's Office, 278 Old Sudbury Rd., Sudbury, MA 01776

2/12/2019
Date

[Signature]
Applicant Signature

*For a complete list of Authorized Alcohol Providers for 1-Day licenses, please visit <https://elicensing.state.ma.us/CitizenAccess/GeneralProperty/PropertyLookup.aspx?isLicensee=Y>. Under *Licensing Entity* select "Alcoholic Beverages Control Commission" and under *License Type* select either Wholesaler, Manufacturer, Direct Wine Shipper, Farmer Brewer, Farmer Distiller and/or Farmer Winery.

From: West Concord Wine & Spirits
Sent: Thursday, March 7, 2019 11:16 AM
To: Frank, Leila; development Goodnow Library Foundation
Subject: Re: April 27th, 2019

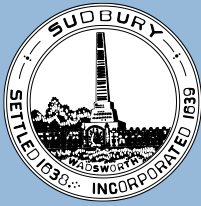
Hi Leila

We will use Baystate Wine and Spirits (WA-LIC-000334).

Thanks!
Chris

Goodnow Foundation – One Day Alcohol License
Goodnow Open
April 27, 2019
Department Feedback

Department	Staff	Approve/Deny	Comments
Building Department	Mark Herweck	Approved	the building department has no issues
Fire Department	Chief Whalen	Approved	The Fire Department has no issue with this application.
Health Department	Bill Murphy	Approved	Board of Health has no issue with this application.
Police Department	Chief Nix	Approved	The police department does not have an issue with the event.



SUDBURY BOARD OF SELECTMEN

Tuesday, March 26, 2019

CONSENT CALENDAR ITEM**20: Charles River Wheelers - Spring Century Ride****REQUESTOR SECTION**

Date of request:

Requestor: Andre Gerhard Wolff, Charles River Wheelers Board Member

Formal Title: Vote to Grant a Special Permit to the Charles River Wheelers, to hold the "Spring Century Ride - Climb to the Clouds" on Sunday, May 19, 2019, from 7:00 A.M. through approximately 3:00 P.M., subject to compliance with conditions outlined by the Police and Fire Departments, DPW and Park and Recreation, subject to receipt of a certificate of liability.

Recommendations/Suggested Motion/Vote: Vote to Grant a Special Permit to the Charles River Wheelers, to hold the "Spring Century Ride - Climb to the Clouds" on Sunday, May 19, 2019, from 7:00 A.M. through approximately 3:00 P.M., subject to compliance with conditions outlined by the Police and Fire Departments, DPW and Park and Recreation, subject to receipt of a certificate of liability.

Background Information:

Financial impact expected:N/A

Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

Melissa Murphy-Rodrigues	Pending
Jonathan Silverstein	Pending
Leila S. Frank	Pending
Patty Golden	Pending
Robert C. Haarde	Pending
Board of Selectmen	Pending

03/26/2019 6:00 PM

From: André Wolff
Sent: Thursday, February 28, 2019 8:42 PM
To: Selectmen's Office
Subject: 2019 CRW Spring Century Ride - May 19th

Dear Selectmen's Office,

Hope you are well!

Let me introduce myself as Board Member of the non-profit organization Charles River Wheelers - The largest and most traditional Cycling Club of New England - <https://www.crw.org>.

I'm part of the Century Ride committee that organizes our traditional non-competitive bike rides of up to 100 miles. We usually organize two events per year, being the first the celebrated Spring Century. Our membership, and associated riders are always happy to join this early year ride, when hopefully the weather starts turning to spring.

This year we are using a route that was part of the club for over 20 years - the Climb to the Clouds (CTTC) - departing from the Lincoln-Sudbury regional High School, riding towards Mount Wachusett, and back. The route will roll by the Town of Sudbury and we would like to have your permission and awareness. We expect between 300 and 400 riders to cross the Town. The current route would have riders starting and finishing at the LSRHS. Please see image attached. I would be happy to provide you further details if needed.

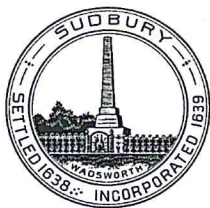
Although precise timing would be hard to project - riders usually have their own pace - we expect to start the ride at 7AM - our experience shows that riders begin riding within a 2 hour window from the start time. Considering an average ride speed of 12 miles per hour, we would expect the riders to finish the route between 2:30PM and 4:30PM.

Please let me know if this is concerning, if there are any other activities scheduled for the same date or any other advice you would like me to pass on to the board and riders.

I have previously communicated with Police Chief Scott Nix who advised to submit the request to you.

Best regards,

Andre Wolff
CRW Board Member
CRW Century Committee Member
www.CRW.ORG



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: BOSadmin@sudbury.ma.us

APPLICATION FOR A CHARITABLE WALK/RELAY PERMIT ON A PUBLIC WAY

Written permission to conduct a fundraising walk or relay race in any public street, public sidewalk or public way within the Town must be obtained from the Board of Selectmen prior to the event. The Chief of Police will determine the appropriate public safety requirements for this event and the cost of such special duty officers, if any required, will be borne by the applicant. The Town of Sudbury requires a Certificate of Insurance of no less than \$1,000,000, naming the Town as an additional insured. All cleanup from the event will be completed by the applicant within 8 hours after the stated ending time or applicant will be billed for the Town's cost to clean up. Application processing can take up to four weeks as approval from the Police, Building and Park & Recreation departments may be required prior to Board of Selectmen approval. Processing begins after all required materials are received, so please plan accordingly.

Organization Name CHARLES RIVER WHEELERS (CRW)

Event Name SPRING CENTURY RIDE - CLIMB TO THE CLOUDS

Organization Address 40 WILSON RD, BEDFORD, MA 01730-1339

Name of contact person in charge ANDRE GERHARD WOLFF

857 320-9274
ANDREGWOLFF@GMAIL.COM

Date of event MAY 19TH 2019 Rain Date MAY 19TH 2019

Starting time 7AM Ending time 3PM

Route of the race/relay and portion of the road requested to be used (please indicate on map and attach to this application) MAP PROVIDED - ALSO AVAILABLE ON <https://ridewithgps.com/routes/29339125>

Anticipated number of participants 300 - 400

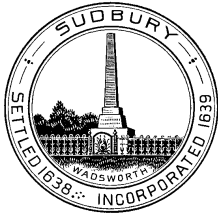
Assembly area (enclose written permission of owner if private property to be used for assembly) STARTING AND FINISHING AT THE LINCOLN SUDBURY REGIONAL HIGH SCHOOL

Organization that proceeds will go to CRW DONATES PROCEEDINGS TO CYCLING RELATED ORGANIZATIONS

Any other important information THE RIDE IS RECREATIONAL

The undersigned applicant agrees that the applicant and event participants will conform to applicable laws, by-laws and regulations as well as any special requirement that may be made as a condition of the granting of permission pursuant to this application. I/we agree to hold the Town of Sudbury harmless from any and all liability and will defend the Town of Sudbury in connection therewith.

Signature of Applicant _____ Date 03/07/2019



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: BOSadmin@sudbury.ma.us

CONTINUED: APPLICATION FOR A CHARITABLE WALK/RELAY PERMIT...

Application Checklist:

- ☐ Application Form
- ☐ Map of Route
- ☐ Evidence of Certificate of Insurance (please see details above)

Please submit completed application and materials to:

Board of Selectmen

278 Old Sudbury Rd.

Sudbury, MA 01776

Fax: 978-443-0756

Email: BOSadmin@sudbury.ma.us



2019 Spring Century Ride

Sunday, May 19, 2019

Department Feedback

Department	Staff	Approve/Deny	Comments
Fire Department	Chief Whalen	Approve	The Fire Department has no issue with this application.
Highway Department	Dan Nason	Approve	The DPW has no issues with this event assuming there is no resources (equipment or manpower) required from the DPW.
Park & Recreation	Kayla Wright	Approve	Okay with recreation
Police Department	Chief Nix	Approve	Andre had reached out prior to submitting their application. I have attached the email correspondence for review. I do not have an issue with the event as described in the email thread.

Dear Scott,

The riders will depart in groups - mostly with their riding partners - over a 2 hour window. We ask them to obey traffic rules and encourage single file on busy roads. The following is provided to all rides on electronic format:

"When riding on a road with one lane in each direction, bicyclists may ride two abreast, but the riders must allow vehicular traffic to pass when needed. If cycling on a road with two or more lanes heading in the same direction, bicyclists must stay to the right, single file."

Thanks,
Andre

On Mon, Feb 25, 2019 at 6:51 AM Nix, Scott wrote:

Andre,

Thank you for the information. If there are only sporadic riders departing/returning I am not as concerned if there was a large starting group as groups ride as such all the time through Sudbury. If you could caution riders to be cognizant of the size of the roads it would be appreciated. I will include my same remarks when the Selectmen's Office sends out the event to Department Heads. Thank you and Happy Monday!

Respectfully,

Scott Nix

Chief of Police

Sudbury Police Department

75 Hudson Road

Sudbury, MA 01776

From: André Wolff <andregwolff@gmail.com>

Sent: Friday, February 22, 2019 3:34 PM

To: Nix, Scott <NixS@sudbury.ma.us>

Subject: Re: 2019 CRW Spring Century Ride - May 19th - C/O Police Chief Scott Nix

Hi Scott,

I'll write a message to the Selectmen's Office. Thanks!

Regarding the direction of travel through Sudbury, the current route will leave the High School in the morning towards North Sudbury through Concord Rd, left to Marlboro Rd and then right to Hudson Rd. On the return riders will come in from Willis Rd, left to Marlboro Rd, then Morse Rd, Plimpton Rd, Water Row, then Lincoln Rd.

This is not a single wave start event, it's not competitive. On the Spring Century you usually see small groups starting together anywhere from starting time to an hour later.

Best,
Andre

On Fri, Feb 22, 2019 at 2:05 PM Nix, Scott wrote:

Andre,

Thank you for reaching out. I am more than willing to work with you surrounding your event. You will want to reach out to our Selectmen's Office (selectmensoffice@sudbury.ma.us) as there is a process for approval of such events by the Selectmen who will illicit input from Town Staff. I would be curious as to which direction you have riders departing/returning? I am not so concerned about the intermittent return of riders but if all 300-400 riders are departing at once I would have some safety concerns would should be able to work out. Thank you and Happy Friday!

Respectfully,

Scott Nix
Chief of Police
 Sudbury Police Department
 75 Hudson Road
 Sudbury, MA 01776

From: André Wolff
Sent: Friday, February 22, 2019 1:52 PM
To: Police Department
Subject: 2019 CRW Spring Century Ride - May 19th - C/O Police Chief Scott Nix

Dear Chief Nix,
 Hope you are well!

Let me introduce myself as Board Member of the Charles River Wheelers - The largest and most traditional Cycling Club of New England - <https://www.crw.org>.

I'm part of the Century Ride committee that organizes our traditional bike rides of up to 100 miles. We usually organize two events per year, being the first the celebrated Spring Century. Our membership, and associated riders are always happy to join this early year ride, when hopefully the weather starts turning to spring.

This year we are using a route that was part of the club for over 20 years - the Climb to the Clouds (CTTC) - departing from the Lincoln-Sudbury regional High School, riding towards Mount Wachusett, and back. Being the start and end point in the route, we expect riders to cross Sudbury both in the morning and later in the afternoon and we would like to have your permission and awareness. We expect between 300 and 400 riders to cross the Town. Please see image attached for detail on the route. I would be happy to provide you further details if needed, although precise timing would be hard to project since riders usually have their own pace.

Please let me know if this is concerning, if there are any other activities scheduled for the same date or any other advice you would like me to pass on to the board and riders.

Best regards,

Andre Wolff

CRW Board Member

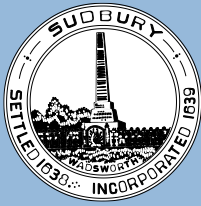
CRW Century Committee Member

www.CRW.ORG

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"It wouldn't be too much to say that myth is the secret opening through which the inexhaustible energies of the cosmos pour into the human cultural manifestation."

Joseph Campbell, The Hero with a Thousand Faces



SUDBURY BOARD OF SELECTMEN

Tuesday, March 26, 2019

CONSENT CALENDAR ITEM**21: Submission to 2018 Annual Town Report**REQUESTOR SECTION

Date of request:

Requested by: Leila S. Frank

Formal Title: Vote to approve the Selectmen's submission to the 2018 Annual Town Report.

Recommendations/Suggested Motion/Vote: Vote to approve the Selectmen's submission to the 2018 Annual Town Report.

Background Information:

Draft attached

Financial impact expected:n/a

Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

Patty Golden Pending

Melissa Murphy-Rodrigues Pending

Jonathan Silverstein Pending

Robert C. Haarde Pending

Board of Selectmen Pending

03/26/2019 6:00 PM

Board of Selectmen and Town Manager

The Board of Selectmen, in conjunction with the Town Manager, hereby submits the reports of the elected and appointed Town officials, boards, and committees for the year 2018, giving a summary of their activities and financial transactions in accordance with Article III, Section 2 of the Town Bylaws. Our report follows.

In March, Daniel Carty was re-elected to the Board and Janie Dretler was elected. The Board reorganized following the 2018 Annual Town Meeting. Robert Haarde was elected to serve as Chairman and Daniel Carty to serve as Vice-Chairman.

Throughout 2018, the Town continued to oppose the Sudbury Station project, a large residential housing unit planned for historic town center. In March of 2018, the Town of Sudbury issued a request for proposals for a town owned gravel pit on North Road called the Melone Gravel Pit. The proposals received in response to the RFP were evaluated by the Board of Selectmen, and the Quarry North proposal was ranked as the most advantageous for the Town. Quarry North proposed a housing development which would replace the proposed [Sudbury Station](#) development. The proposal also provides the Town with the Sudbury Station land in Town Center, in addition to \$1 million and other mitigation funds. A town forum on the land transfer was held in November. At a Town Meeting in December, that had a record turnout, a vote of Town Meeting approved the disposition of the Melone property to Quarry North, effectively ending the Sudbury Station project and preserving the historic town center.

Throughout 2018, the Town continued to oppose the Sudbury to Hudson Eversource project, which proposes to run a 115v power line along the MBTA right of way in Sudbury. The Town met with residents often about this project, and Town Counsel and Special Town Counsel continued to oppose the project at the Energy Facility Siting Board and in Land Court.

Through a partnership with the Sudbury Historical Society, construction began at the Loring Parsonage, which will be the future Sudbury Museum.

The Town received numerous grants this year, including the SAFER grant, which funded 75% of the salary and benefits of four fire fighters, the Municipal Vulnerability Preparedness Grant, and the Hazardous Mitigation grant. The Town also received the Housing Choice Designation, due to the great efforts the Town has made to increase access to all types of housing. That designation allows the Town greater access to state grants.

In 2018, the Town held three Town Meetings, the annual Town Meeting, October Special Town Meeting and a December Special Town Meeting. At May Town Meeting, the Town passed a zoning by-law banning recreational marijuana retail establishment in the entire town. The Town also passed a citizen petition to make Sudbury a Welcoming Community. At October Town Meeting, The Town voted not to move forward with the design for a new Fairbank Community Center. The Town voted to purchase Broadacres Farm on North Road in order to preserve approximately 34 acres of property that was historically used as a horse farm. The December Town Meeting focused entirely on the Melone property.

In February, Fire Chief William Miles retired, and Assistant Fire Chief John Whalen was promoted to Chief. Captain Tim Choate became the new Assistant Fire Chief.

In March, the Town has a series of major storms, which resulted in multiple road closures and major power outages. The Town sought assistance from the state, and opened a shelter at the Fairbank Community Center for several days. Post storm the Town undertook a major debris clean up in order to maintain safety on our roads and walkways.

In April, the town joined hundreds of other communities across the nation in a joint law suit against the manufacturers of opioids.

In August, the Board of Selectmen and the Town Manager signed a new contract, extending the Town Manager's term for an additional three years. The Town also hired a new Facilities Director, William Barletta.

In December, the Board of Selectmen met with a representative of the Collins Center at the University of Massachusetts to set this goals for 2019.

Hundreds of residents joined the Town for its first annual Christmas Tree and Menorah Lighting on the Town Common. The Town partnered with the Sudbury Historical Society and the Sudbury Chamber of Commerce for the event.

In 2018, the Town received a financial reporting award from the GFOA for its 2017 Comprehensive Annual Finance Report.

We close by thanking all Town employees for their work providing services to Town residents, and all residents who have offered to serve on the Town's many boards and committees. We are proud to serve this wonderful Town.

Respectfully submitted,
BOARD OF SELECTMEN

Robert Haarde, Chair

Daniel Carty, Vice Chair

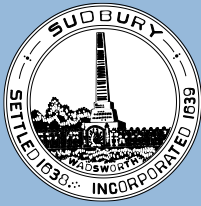
Patricia Brown

Janie Dretler

Leonard Simon

TOWN MANAGER

Melissa Murphy-Rodrigues, Esquire



SUDBURY BOARD OF SELECTMEN

Tuesday, March 26, 2019

CONSENT CALENDAR ITEM**22: Minutes approval****REQUESTOR SECTION**

Date of request:

Requested by: Patty Golden

Formal Title: Vote to approve the regular session minutes of 2/26/19 and 2/28/19.

Recommendations/Suggested Motion/Vote: Vote to approve the regular session minutes of 2/26/19 and 2/28/19.

Background Information:
attached drafts

Financial impact expected:

Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

Patty Golden	Pending
Melissa Murphy-Rodrigues	Pending
Jonathan Silverstein	Pending
Robert C. Haarde	Pending
Board of Selectmen	Pending

03/26/2019 6:00 PM