

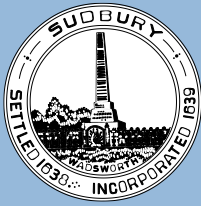
SUDBURY SELECT BOARD
TUESDAY NOVEMBER 1, 2022
7:00 PM, ZOOM

Item #	Time	Action	Item
	7:00 PM		CALL TO ORDER
			Opening remarks by Chair
			Reports from Town Manager
			Reports from Select Board
			Public comments on items not on agenda
MISCELLANEOUS			
1.			Community Paradigm Associates to present Town Manager finalist candidates. Also any further discussion needed related to the process. Bernard Lynch to attend.
2.		<i>VOTE</i>	Goal setting discussion and vote. Mel Kleckner from UMass Collins Center to attend.
3.		<i>VOTE</i>	Discussion and vote whether to approve letter of support for Sudbury Youth Soccer Association to include in their grant proposal, Expanding Adaptive Soccer Programming and Enrichment in Sudbury, Mass, to The Sudbury Foundation for the January 1, 2023 grant cycle deadline. In attendance will be Karyn Vostok, Benjamin Quinto, and Steve O'Keefe from TOPSoccer.
4.		<i>VOTE</i>	Discussion and possible vote on proposed Housing Trust bylaw revisions.
5.		<i>VOTE</i>	Vote to NOT exercise the Town's right of first refusal to purchase the deed restricted affordable dwelling unit at 4 Longfellow Road, and to inform the Department of Housing and Community Development.
6.			Provide an update to the Select Board on the FINAL Comprehensive Wastewater Management Plan (CWMP) and Single Environmental Impact Report (SEIR) and to announce the award of a \$250,000 Housing Choice Grant to the Town of Sudbury to continue groundwater discharge permitting efforts, Mass Historical investigations and additional public outreach for this important wastewater project.
7.		<i>VOTE</i>	Vote to review and possibly approve the open session minutes of 8/2/22 and 8/3/22.

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. Some items may be taken out of order or not be taken up at all. The Chair will strive to honor timed items as best as possible, however, the estimated timing may occasionally be inaccurate.

Item #	Time	Action	Item
8.			Public Comments (cont)
9.			Upcoming agenda items
CONSENT CALENDAR			
10.		<i>VOTE</i>	Vote to Grant a Special Permit to Pete Gottlieb to hold the "Bowker Neighborhood Turkey Trot" on Thursday, November 24, 2022, from 8 AM through approximately 9 AM, 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.
11.		<i>VOTE</i>	To approve award of contract and execution thereof by the Interim Town Manager for independent contractor dog/animal control services pursuant to the Request for Proposals and evaluation of said proposals received, said contract to be for an initial period of eleven months with renewal in each of the following two full years at the Town's option, said option to be determined and contracted by the Interim Town Manager or Town Manager; and further, to appoint said contractor as Dog/Animal Control Officer for the Town of Sudbury.
12.		<i>VOTE</i>	Vote to accept the resignation of Karl Pops, 74 Bay Drive, from the Sudbury Housing Trust and send a letter of thanks for his service to the Town.
13.		<i>VOTE</i>	Ratify the vote taken on 10/11/22 and sign the Memorandum of Agreement between the Town of Sudbury and the Sudbury Public Employee Committee (PEC) to provide health insurance through the Group Insurance Commission for another three-year period from July 1, 2023 to June 30, 2026.

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SUDBURY SELECT BOARD
Tuesday, November 1, 2022

MISCELLANEOUS (UNTIMED)

1: Community Paradigm to present TM candidates

REQUESTOR SECTION

Date of request:

Requested by: Patty Golden

Formal Title: Community Paradigm Associates to present Town Manager finalist candidates. Also any further discussion needed related to the process. Bernard Lynch to attend.

Recommendations/Suggested Motion/Vote:

Background Information:

Financial impact expected:

Approximate agenda time requested:

Representative(s) expected to attend meeting: Bernard Lynch of Community Paradigm Associates

Review:

Select Board Office	Pending
Town Manager's Office	Pending
Town Counsel	Pending
Select Board	Pending
Select Board	Pending

11/01/2022 7:00 PM

MEMO

To: Sudbury Select Board
 From: Bernard Lynch
 Date: October 31, 2022
 Re: Town Manager Selection Process

The purpose of this memo is to transmit materials related to the three finalist candidates that we are presenting to you for consideration as Sudbury's next Town Manager. These materials include the applicant's cover letter, resume, and a compilation of feedback that we have received from references that we have interviewed relative to the candidate's work and leadership style, skills and attributes, and examples of the projects and initiatives that reflect their experience and qualities. These candidates were identified as the most qualified and best aligned to the qualities sought by the Town as a result of the search process that was conducted on your behalf.

The search process began with extensive interviews of each of you and key Town department heads to identify the challenges and opportunities facing Sudbury and the skills and attributes that were believed necessary for the next Town Manager to be successful. We also conducted a survey for citizens and Town committee members and facilitated a virtual community forum to gain additional perspectives about these topics. Beyond gaining a better understanding of the type of candidates that we should be searching for through our recruitment efforts, we also created a Board approved Position Statement to document much of the information gathered through this process, and to use as a recruitment tool to spread information about the position.

Our search effort to solicit candidates included a number of different methods and actions. First, as would be expected we advertised the position on several different platforms:

- Massachusetts Municipal Association Job Board
- International City and County Management Association Career Center (Featured Ad)
- Women Leading Government Job Center
- Engaging Local Government Leaders Job Board

We also distributed a Position Announcement to all 300+ members of the Massachusetts Municipal Management Association (MMMA), our own database of potential candidates not covered by the MMMA, and through the Boston Chapter of the National Forum of Black Public Administrators. In addition, we conducted direct outreach to almost three dozen potential candidates that we believed might be interested in the Sudbury position and met the qualifications and needs of the Town. The result of these recruitment efforts were 26 applicants for the position that we reviewed and evaluated.

Based upon this review and our knowledge of many of the candidates we identified eight that we interviewed for consideration as finalists. This process resulted in five candidates that were considered for advancement to the Board based upon the criteria established by the Board during the Position Statement process. Subsequently, two candidates chose to withdraw, one for personal reasons outside of professional considerations and the other based upon a determination that the position did not match her current professional goals.

Accordingly, we are presenting the Board with three current Massachusetts municipal managers. All candidates have extensive municipal experience and advanced degrees and graduate work in municipal public administration. All candidates live within the Sudbury geographic area and are familiar with the Town and the region. In alphabetical order the finalists are:

Gregory Johnson is the current Town Administrator of Maynard having been appointed to the position in 2018. Previously he served as a Project and Procurement specialist in Westford for 2+ years, and 2+ years in Analyst positions with the Massachusetts Executive Office of Administration and Finance. Greg also served in the Marine Corp for five years including assignments related to municipal and community development issues and infrastructure construction and capital asset maintenance. He holds a BA in International Studies from Norwich University and a Master of Public Policy from Brandeis University.

Michael McCall is the current Town Manager of Southbridge, MA, a position he has held since 2020. Previously, he served as the Assistant Town Manager of Chelmsford for nearly four years. Previous to his position in Chelmsford, Mike served as an attorney for a total of twelve years to two towns in New Hampshire. He also had a brief period in a small law firm as well as serving as a Corporate Counsel and as a manager in the high-tech industry. Mike holds a BS in Computer Science from Merrimack College, a MA in Computer Science from Boston University, a JD from Suffolk University, a Graduate Certificate in Local Government Management and Leadership from Suffolk University, and an MPA from Suffolk University.

Andrew Sheehan is the current Town Administrator of Middleton, MA, a position that he has held for nearly seven years. Before Middleton, Andy served as Town Administrator in Townsend for 5+ years as well as a short period as Assistant Town Manager of Westford. In addition, Andy was the Assistant to the City Manager of Lowell for two years and served in progressively responsible land use positions in Chelmsford for thirteen years, before leaving as the Community Development Director. Prior to Chelmsford, he served as the Conservation Administrator of Pepperell. He holds a BA in History and a Master of Education from the University of Lowell, and a Graduate Certificate in Local Government Management and Leadership from Suffolk University.

I am also transmitting with this memo a draft of topics, questions, and possible follow-up probes for utilization at the Board interviews on November 12th. I will be prepared to discuss these in more detail during the Board meeting on November 1st in addition to presenting the candidates and their credentials. I encourage members to reach out to me from now until the final selection to discuss the candidates and their backgrounds.

Town of Sudbury



TOWN MANAGER FINALISTS

NOVEMBER 2022



COMMUNITY PARADIGM ASSOCIATES, LLC

Gregory Johnson
Finalist
Sudbury Town Manager

Attachment 1.a: Sudbury Finalist LoT (5529 : Community Paradigm to present TM candidates)



October 5, 2022

To Whom it May Concern,

Enclosed, please find my resume for your consideration for the role of Sudbury Town Manager. Through a variety of educational, professional, and leadership experiences, I have pursued my lifelong passion for public service and have been able to hone my skills as a municipal leader. I would bring a wealth of knowledge and expertise to the role of Town Manager in Sudbury, partnering with the Select Board, the town staff and committee members, and the community at large to achieve a long-range vision for sustainable prosperity that balances Sudbury's unique historic charm and economic development.

I began my career in public service as an officer in the Marine Corps, where my units' success greatly depended on my assessment of organizational capabilities, including my evaluation of personnel, resource usage, and interdepartmental coordination. Following a transition out of the military, I served as a fellow in Boston's Mayor's Office of New Urban Mechanics, where my projects allowed me to capitalize on my strong personal communication abilities and analysis of organizational performance to present creative, cost-effective methods to achieve the Mayor's goals. After graduate school, I served in different roles in the Massachusetts Executive Office for Administration and Finance, first partnering with municipalities to develop, assess, and amend grant proposals with detailed budgets and program completion measures, then as a member of the Governor's budget team who regularly developed and proposed policies to the Governor's staff that shaped the fiscal conditions and operating activities of the state. In this position, I assessed, developed, proposed, and monitored more than \$1 billion of the annual state budget.

As I did in my prior role in the Town Manager's Office of Westford, in my current role as Maynard's Town Administrator, I work closely with departments, boards, committees, and volunteers to ensure effective daily operations of local government, including adherence to guidance from the Town Charter, By-laws, and Master Plan, as well as any laws, rules, regulations, and policies at all levels of government. As Town Administrator, I annually prepare the operating budget and capital plan (most recently of over \$49.4 million) for the acceptance by the Select Board and appropriation by Town Meeting. I am responsible for all personnel management, and nearly all department heads were recruited, hired, trained, and mentored in my tenure. I am stewarding the completion of a new fire station, serving on the School Building Committee, and supporting public works in the development of new water supply and treatment facilities.

Along with friends who live in Sudbury, my family has enjoyed the town's charm for generations, including bringing our children to the Wayside Inn Grist Mill and Redstone Schoolhouse, just as I visited the same sites with my grandmother as a child. I admire the community's layered attractiveness as well, enjoying its modernity in shopping, services, and dining that we've frequented for years. As Town Manager in Sudbury, I would provide effective and efficient public services using innovative, collaborative, and community-driven methods by applying my diverse background in public finance, personnel administration, and cooperative leadership. If you have any questions, please contact me by phone at [REDACTED] or via e-mail at [REDACTED]. I look forward to hearing from you.

Sincerely,



Gregory W. Johnson

Attachment 1.a: Sudbury Finalist LoT (5529 : Community Paradigm to present TM candidates)

[Redacted], Acton, MA 01720
[Redacted] - [Redacted]

PROFESSIONAL PROFILE

Diversely experienced leader, uniquely qualified for successful municipal management with skills in budgeting, financial and strategic planning, personnel administration, operations management, negotiations, project stewardship, and policy implementation. Received commendations for inter-agency/inter-department coordination and personal communication effectiveness. Graduate studies focused on community development through private-public partnerships and local, state, and federal coordination.

EDUCATION

Brandeis University, Heller School for Social Policy and Management, Master of Public Policy August 2012– May 2014
Norwich University Bachelor of Arts in International Studies; Minor in French August 2002–May 2006

TRAINING & MEMBERSHIPS

- Designated Associate Massachusetts Certified Public Purchasing Official: Completed *Public Contracting Overview; Supplies and Services Contracting; and Design and Construction Contracting* seminars.
- Graduate of Effective Leadership Development course by Leadership Management International, Inc.
- Member of the Small Town Administrators of Massachusetts and the Future Managers Sub-Committee of the Massachusetts Municipal Managers Association.
- Previously appointed to the town of Acton’s Community Preservation Committee as an associate member.

PROFESSIONAL WORK EXPERIENCE

Town of Maynard, Maynard, MA July 2018-Present
Town Administrator

- Serves the Maynard Select Board as Chief Administrative and Procurement Officer, responsible for the daily execution of local government functions, including adherence to all town, state, and federal policies, laws, and regulations.
- Creates and submits annual operating and capital budgets to the Select Board and presents fiscal year recommendations to Town Meeting, Finance Committee, Capital Planning Committee, School Committee, and Budget Sub-Committee.
- Negotiates personnel and collective-bargaining agreements, procurement procedures and subsequent contracts, property development and host community agreements, and management agreements for the use of town properties.
- Responsible for the recruitment, hiring, training, mentorship, and professional development of town staff.
- Works collaboratively with the Superintendent of Schools for the Maynard School District, including running regular leadership meetings with Select Board and School Committee chairs, and partnering on high-priority building projects.
- Serves on the Fire Station Building Committee and Green Meadow School Building Committee and appoints the Economic Development Committee.

Town Manager’s Office, Westford, MA January 2016–June 2018
Project / Procurement Specialist

- Responsible for procurement duties of the town manager’s office, multiple town departments, and all town committees, boards, and task forces, including development of scopes of work, invitations for bids, requests for proposals, requests for quotes, advertisements, collection of submissions, review and selection, awarding, contracting, and adherence to all laws, regulations, and policies.
- Responsible for daily administrative duties of the town manager’s office and on behalf of the Select Board, including preparation of materials and presentations for all Board meetings, public communication, management of all appointments, administration of licenses and permits, public notifications, town manager’s newsletters, public records management, open meeting law adherence, research and leading special initiatives, including projects related to historical preservation, town utilities and facilities management, and informational services, including web page development and maintenance.
- Responsible for the preparation of materials and administrative responsibilities of the Select Board and Town Manager related to the annual and special town meetings, including collection, editing, and publishing of the annual town report

Executive Office for Administration and Finance, Commonwealth of Massachusetts September 2014–December 2016
Fiscal Policy Analyst (2015), Performance Management and Grants Analyst (2014)

- Worked directly with the chief executive and financial officers of agencies and secretariats to produce and maintain balanced, efficient budgets with the goal of providing the fullest, most effective public services possible.
- Planned and implemented the spending activities for all operating and capital aspects of the Executive Office for Public Safety and Security and its agencies, including union negotiations, employee-force size determinations, contractual obligations, contractor and vendor hiring, program initiatives and consolidations, regulatory reforms, and emergency spending.
- Worked with the House and Senate Ways and Means Committee staff to develop budgetary figures and bill language.
- Introduced and facilitated the implementation of strategic planning and results-oriented performance management amongst all secretariats and agencies of the Commonwealth, including release for a Commonwealth-wide, web-based strategic planning, performance management, and data analysis system.
- Processed nearly 100 grant applications for the Community Innovation Challenge program, a highly competitive support platform spanning across the Commonwealth amongst all municipalities, school districts, and regional planning agencies. Coordinated the review by subject matter experts and hosted deliberation to determine the recipients of awards.
- Conducted visitations with Community Innovation Challenge Grant awardees at locations across the Commonwealth to review projects status, budgeting, and reporting processes.

Mayor's Office of New Urban Mechanics, City of Boston, MA May 2013–August 2013
Policy Institute Fellow

- Regularly briefed and collaborated with the Mayor and staff to formulate innovative, actionable plans to answer the needs of constituents and integrate new programs into city agencies to meet the Mayor's goals.
- Regularly managed collaboration of multiple city departments, including the Mayor's Office, Transportation, Veterans Services, Public Works, Office of Neighborhood Services, Neighborhood Development, Office of Business Development, Emergency Shelter Commission, Office of Innovation and Technology, Corporation Counsel, Intergovernmental Relations, and Press Office.
- Interviewed numerous organizations, agencies, and veterans to present an update and expansion of the Hero Square project honoring Boston-based veterans. Built website, prototyped new memorials signs utilizing QR codes linking to site to increase citizen engagement, and coordinated the unveiling ceremony to announce the new project for the city.
- Collaborated with the Mayor's Office, homeless shelter liaisons, and relevant departments to design a public notice campaign to meet the goals of the City's newly enacted solicitation ordinance to be delivered through the Boston Police Department, Emergency Shelter Commission, and the Office of Neighborhood Services.

Marine Corps Security Force Battalion, Naval Submarine Base, Kings Bay, GA June 2010–June 2012
Company Commander, Company Executive Officer, Platoon Commander

- Led units of infantry Marines and military police Sailors in the security and handling of ultra-sensitive, internationally strategic assets under highly scrutinized federal level accountability, requiring the successful collaboration daily with multiple military commands, government agencies, and civilian firms to plan, execute, and supervise operations, ensuring overall facility security.
- Managed and tracked the maintenance and stock of over \$25 million worth of equipment, weaponry, food, medical supplies, vehicles, facilities, and quality of life items for 350 Marines and Sailors.
- Directed all administrative functions for a unit of 350 Marines and Sailors, including writing evaluations, providing formal recognition/awards, facilitating professional educational development, and interviewing staff and officers for duty assignment.

1st Marine Expeditionary Force, San Diego, CA / Haditha, Iraq August 2007–May 2010
Amphibious Assault Platoon Commander (2008-2010) / Company Effects Officer (2007)

- Responsible for training, employment, and welfare of up to 55 Marines and maintaining 15 amphibious assault vehicles (AAV).
- Served in the coordination and execution of humanitarian aid efforts abroad and the training of foreign militaries.
- Identified municipal problems and assessed the community development needs of four rural, remote Iraqi villages through personally conducted surveys and intelligence collection to develop recommendations for improvements.
- Helped survey, contract for and build up local Iraqi infrastructure including water treatment plants, roads, and school supplies.
- Collaborated with local Iraqi leadership to develop local police forces and militia and register eligible voters.

Gregory Johnson

Reference Comments

The following reference comments were provided by five individuals, including: the Town Manager of Westford; a Maynard Select Board member; a Maynard Finance Committee member; the Maynard Fire Chief; and a Boxborough Library Trustee.

- Gregory Johnson has enhanced his skills every year since he came to Maynard in 2018. He is very adept at the budgeting process; he streamlined the process and really improved it.
- He did a good job during the pandemic. He made sure everyone received the necessary information and he deferred to the local, state, and federal health experts regarding appropriate protocols. He also made sure we received the appropriate ARPA funding.
- We built a fire station in Maynard which will open this year. Greg was a big part of that. He has worked on several water and sewer projects and an asbestos abatement issue at one of our schools.
- He assisted in getting the permits through for economic development projects in town. We've opened a Market Basket and a 110 Grill during his tenure.
- He had a lot of experience with negotiating union contracts and department head contracts and has made changes that are for the betterment of the town.
- Although he doesn't live in town, I have seen him at the farmers' market on Saturday mornings and at other weekend and evening events. He puts in the time and shows his commitment to the community.
- I would hate to see him leave Maynard. He is a quality person.
- Mr. Johnson is a bright, articulate, and motivated person with a deep interest in municipal policy and work. I first met him in 2012 when he entered the Master's in Public Policy (MPP) program at the Heller School for Social Policy and Management at Brandeis University. "In the two years that I advised Mr. Johnson, I saw that he was committed to his coursework and getting the most he could out of the MPP program."
- Mr. Johnson communicates well in written and oral formats. He is very hardworking and very connected to his work. He puts in the time needed to understand the community and the people he is working with. He is very rational and levelheaded, some of which may come from his training as an officer in the Marine Corps, and some is part of his personality. He is skilled at working with a diverse range of people. He can hear different viewpoints and bring divergent perspectives to a good solution. Mr. Johnson finds innovative ways to improve services and management and does it in a way that is open and transparent. He is thoughtful and a good person.
- He is just a great guy. He handled special projects and procurement and worked in the office preparing agendas, board packets and the annual town report. He has very good writing skills and works well with people.



- “I can see him working very well with the staff in Sudbury and the many volunteers in the community. I believe Mr. Johnson will be able to bring organization and consistency to the Town Manager position and help the Select Board, Finance Committee, and other critical boards in the community find ways to improve processes within town while maintaining commitment to the values and needs of the community.”
- Mr. Johnson is motivated; he is anxious to always keep learning and is extremely competent.
- In addition to projects, he also helped handle constituent issues and displayed excellent customer service skills.
- He is very personable with a great sense of humor and always exhibited great team spirit.
- He played the lead staff role on our Healthy Westford organization and the Commission on Disabilities.
- He gladly accepts any assignment.
- He is cautious with important decisions, continually rethinking possible outcomes.
- Greg is a very smart guy. He has great interpersonal skills.
- He is extremely professional with a real thirst for knowledge.
- He is a very good communicator and professional even in heated situations.
- Greg can see the forest through the trees and the trees through the forest, both the big picture and the nitty gritty of issues. He thinks at the macro and micro levels.
- He is very good at delegating to staff.
- He is extremely dependable.
- Greg can talk people down when they're worked up on an issue with his easygoing and gentle manner.
- He knows his job and knows who he works for. He has been in a position of offering proposals that end up not having majority support; he offers the options and opportunities to allow the appropriate officials to make the decision. He doesn't take their decision personally and is very respectful of the process...always noting that his job is to provide the information and frame the decisions, but it is up to the people of the town to make final decisions and up to him to make things happen.
- Greg understands municipal finance from a macro perspective and has successfully steered the ship during challenging times and he's been a big part of an improved budgeting process within the town of Maynard. He puts the budget together and presents it very well to the Board and Finance Committee.
- He built an excellent finance team from the ground up when people left just as he came on board.
- Greg has taken on some major projects for the town including a new fire station, a new elementary school, and important green initiatives.
- He re-energized the capital planning committee and capital planning process to improve overall infrastructure investment.
- He will be sorely missed if he leaves.



Michael McCall
Finalist
Sudbury Town Manager

Attachment 1.a: Sudbury Finalist LoT (5529 : Community Paradigm to present TM candidates)



Mr. Bernard Lynch, Principal
Community Paradigm Associates
One Saddleback
Plymouth, MA 02360

Re: Sudbury Town Manager Position

Dear Mr. Lynch,

I am writing to express my interest in the position of Town Manager for the Town of Sudbury. As a highly motivated, energetic, disciplined, strategic thinker and collaborative leader with significant governmental, legal, supervisory and community relations experience, I believe that I possess the unique set of qualifications necessary for this position. I am an accomplished leader, with a proven track record of achievement and success, as well as an attorney with excellent analytical, research, investigation, negotiation, time management and written and oral communication skills. I currently serve as the Town Manager in Southbridge facilitating the planning, administration, management and coordination of daily operations in a community of 17,000 residents and a \$64M budget. Prior to my current position, I served as the Assistant Town Manager in Chelmsford, a prosecutor and attorney for two municipal police departments, a litigator for a local law firm that specialized in municipal law, and in-house counsel for a Fortune 500 company. I recently completed the Master of Public Administration program at Suffolk University, and I am a Massachusetts Certified Public Purchasing Official (MCPPO).

I am seeking a position where I can continue to serve the public interest and build upon my private and public sector experience and my legal, organizational, and administrative skills, specifically in the areas of government relations and government administration. In addition to my municipal and legal background, I have significant professional, management and project leadership experience in the high-tech industry.

I would bring to the Town of Sudbury a broad range of skills, including: management and supervisory experience; knowledge of administrative procedure, municipal administration and state government; experience developing and implementing measures to improve the efficiency and economy of limited budgetary resources; knowledge of Massachusetts General Laws; public procurement; human resources and personnel administration; collective bargaining; and drafting of contracts, regulations, warrant articles, press releases, policies and procedures. I am confident that my interests, skills and experience will allow me to effectively serve as Sudbury's next Town Manager.

I welcome the opportunity to further discuss this position with you. I am available to meet with you at your convenience. If you have any questions or would like to schedule an interview, you can reach me at ██████████, or via email at ██████████. I am pleased to submit the attached resume for your review.

Thank you for your consideration, and I look forward to hearing from you.

Sincerely,



Michael F. McCall

Attachment

Attachment 1.a: Sudbury Finalist LoT (5529 : Community Paradigm to present TM candidates)

SUMMARY OF QUALIFICATIONS:

A highly motivated, energetic, disciplined, strategic thinker and collaborative leader with experience in all aspects of government administration and procedure; legal experience as an attorney with a background in criminal, administrative and municipal law; and professional, management and project leadership experience in the high-tech industry.

PROFESSIONAL EXPERIENCE:

TOWN OF SOUTHBRIDGE, Southbridge, MA

Town Manager, September 2020 – Present

Chief Executive Officer for a community of 17,000 residents, with a budget of \$64 million, and a Council-Manager form of government. Responsible for the day-to-day operations and administration of all municipal departments, which includes procurement, human resources management, labor negotiations, economic planning and business outreach, licensing, legislative advocacy, and policy development and implementation.

- Develop, present, and implement the Town's annual operating budget and capital improvement plan;
- Recruited several key department heads, created new HR Department, and reorganized town hall staffing;
- Developed and presented a strategic pavement management plan and funding solution;
- Lead role in successful ballot initiative for and all procurement of new Fire Station Project;
- Helped secure a total of over \$10M in grants from the US EDA, USDA, MassDOT and other agencies.
- Successfully led the effort to obtain seven (7) new liquor licenses via Home Rule Legislation;
- Initiated and participated in the effort to obtain designation as an MVP Community
- Chief Negotiator for collective bargaining of all municipal union contracts;
- Facilitate communication and coordination between various Town departments; seek resolution to departmental disputes; responsible for planning and advancement of the Town Council's policy agenda;
- Oversee the oversight, maintenance, repair, and upgrade of all Town facilities and infrastructure;
- Chief Procurement Officer for acquisition of goods and services, construction projects, and disposition of real and surplus property;
- Interact with State Officials, Agencies, and Legislators on behalf of the Town;
- Address constituent questions and complaints; and
- Work with community stakeholders on cultural and economic development initiatives.

TOWN OF CHELMSFORD, Chelmsford, MA

Assistant Town Manager, January 2017 – September 2020

Assist the Town Manager in the planning, administration, management and coordination of the daily operations of a community of 33,000 residents, with a \$141M budget, and a Representative Town Meeting form of government.

- Assumed the role of the Town Manager and Human Resources Director in their respective absences;
- Member of the Town Manager's budgeting team;
- Negotiated collective bargaining contracts, delegated procurement agent; and drafter and presenter of articles at annual and special town meetings;
- Oversaw management and administration of the town's municipal ice-skating rink and 9-hole golf course;
- Assisted with the management of employee health, dental, and life insurance, workers' compensation, and injured on duty claims and the administration of employee disciplinary actions;
- Provided assistance and act as liaison to town boards, commissions and committees;
- Administered the content, updates, modifications and design of the Town Website; and
- Successfully, initiated and led the upgrade of the several existing software and communications systems using cloud-based solutions.

COMMONWEALTH OF MASSACHUSETTS DEPARTMENT OF LABOR RELATIONS, Boston, MA

Management Alternate to the Joint Labor-Management Committee (JLMC), December 2017 – Present

Assist with the negotiation, mediation and arbitration of all collective bargaining disputes between municipal police officers or firefighters and municipalities in the Commonwealth.

TOWN OF PELHAM POLICE DEPARTMENT, Pelham, NH*Attorney, June 2015 – January 2017*

Counsel to the Chief of Police, administrative staff and patrol supervisors regarding criminal law and procedure. Responsible for prosecution of all criminal, violation and motor vehicle offenses in the Salem District Court, administrative hearings at DMV and Grand Jury presentation.

- Assist administrative staff with national accreditation of the police department
- Supervise assistant prosecutor and legal clerk and draft and review of policies and operational guidelines
- Assist County Attorney with case preparation for felony prosecution

TOWN OF MILFORD POLICE DEPARTMENT, Milford, NH*Attorney, December 2005 – June 2015*

Counsel to the Chief of Police on issues regarding state law, employment matters and FOIA. Responsible for prosecution of all criminal, violation and motor vehicle offenses in the Milford District Court, Grand Jury presentation, and Assisted Attorney General and County Attorney with case preparation for felony prosecution.

- Administrative supervisor for over 20 police officer regarding legal, court and police procedural matters
- Manage over 1700 court docket entries, annually, and directly supervise assistant prosecutor and clerk
- Drafting local ordinances and press releases
- Taught Search and Seizure Law to local and state agencies and a lecturer at the Police Academy.

QUA, HALL, HARVEY & WALSH, Chelmsford, MA*Litigation Attorney, April 2004 – July 2006*

Engaged in the general practice of law with an emphasis on municipal, contract and real estate law and civil litigation. Responsibilities include the counseling of clients; research, analysis and preparation of advisory opinions and legal memoranda; drafting of pleadings and motions; handling of dispute resolutions, mediation and settlement negotiations; and regular appearances in District and Superior Court.

- Assistant Town Counsel to the Town of Dracut
- Provide litigation support for the Lowell School Committee and Housing Authority
- Prepared advisory opinions and memoranda on issues of Massachusetts General Law, the Constitution of the Commonwealth, the Town Charter, land use and zoning, administrative procedure and FOIA
- Drafted briefs and appeared on behalf of municipal clients in the Land, Superior and Appeals Court

CISCO SYSTEMS INC., Boxborough, MA*Corporate Counsel, September 2002 – March 2004*

Responsible for drafting, evaluation, termination and negotiation of licensing, development, manufacturing, purchasing, sales, and non-disclosure agreements and handling of dispute resolutions and settlement negotiations.

- Provided direct legal support to sales and engineering teams regarding copyright, trade secrets and U.C.C.
- Developed corporate data security policies and procedures
- Received a Cisco Team Achievement Award for exceptional teamwork and outstanding collaboration

Software Project Manager, October 1996 - August 2002

Key contributor and project leader in the design, development and implementation of object-oriented code for GUI, middleware and database components and installation tools for cable modem provisioning and web-based user interface applications.

- Led team of engineers responsible for product maintenance, enhancement, and critical customer support
- Co-created and presented training courses for customers and support engineers
- Received eight (8) Cisco Achievement Program Awards for outstanding performance and commitment

TELEBIT CORP., Chelmsford, MA (Acquired by Cisco Systems Inc.)*Manager, Continuation & Customer Engineering, February 1993 - October 1996*

Technical manager and senior software engineer reporting to the Vice President of Engineering. Managed a team of engineers in the development and enhancement of several WAN software and firmware applications.

- Accompanied Sales and Marketing to key customer visits in the U.S., Switzerland, Germany and U.K.
- Led a one-year transatlantic network security application project, developed onsite in Switzerland
- Became proficient in German to ensure effective communications with coworkers and clients
- Received a recognition award for outstanding contribution from the Swiss based client

EDUCATION:

SUFFOLK UNIVERSITY SAWYER BUSINESS SCHOOL - Institute for Public Service, Boston, MA
Master of Public Administration (MPA), *GPA 4.0*

SUFFOLK UNIVERSITY SAWYER BUSINESS SCHOOL - Moakley Center for Public Management, Boston, MA
Graduate Certificate in Local Government Leadership and Management, *with distinction*

SUFFOLK UNIVERSITY LAW SCHOOL, Boston, MA
Juris Doctor (JD), *cum laude*
Concentration Certificate in Intellectual Property Law, *with distinction*

BOSTON UNIVERSITY, Boston, MA
Master of Science (MS), Computer Science

MERRIMACK COLLEGE, North Andover, MA
Bachelor of Science (BS), Computer Science

SKILLS:

LANGUAGES: German and Spanish

COMPUTER: Microsoft Word, Excel, and PowerPoint; CivicPlus; webpage design; and programming experience

CERTIFICATIONS:

Massachusetts Certified Public Purchasing Official (MCPPO)

PROFESSIONAL AFFILIATIONS:

International City/County Management Association (ICMA)
Massachusetts Municipal Management Association (MMMA)
Bar admissions:

- Massachusetts, 2002;
- New Hampshire, 2003;
- United States District Court of Massachusetts, 2003;
- United States District Court of New Hampshire, 2009

COMMUNITY ACTIVITIES:

Merrimack Valley Food Bank – Special Advisory Committee Member; past Board Member
Merrimack College – Volunteer and Mentor with Warriors at Work and the Phoenix Program
Chelmsford Police Foundation – Member
Chelmsford Youth Lacrosse – Certified MBYLL Lacrosse Coach for U11, U13, U15 (2012-2017)

MUNICIPAL EXPERIENCE:**TOWN OF CHELMSFORD:**

- *Board of Selectmen*, 1998 - 2007; elected
- *Finance Committee*, 1992 - 1995; appointed
- *Town Meeting Representative*, 1991 - present; elected
- *Charter Review Committee*, 2016 - 2017; appointed
- *Town Moderator, Pro tempore*, 2014 - 2017; elected by Town Meeting
- *Board of Registrars/Election Commissioner*, 2007 - 2016; appointed
- *Town Moderator's Advisory Rules Committee*, 2013 - 2014; appointed
- *Community Preservation Committee*, 2001 - 2007; appointed

Michael McCall

Reference Comments

The following comments were provided by six individuals, including: the Chelmsford Town Manager; the Chelmsford Chief of Police; a former department head in Southbridge who is currently a department head in another Massachusetts community; the Chief of Police in Pelham, N.H.; the Chief of Police in Milford, N.H.; and a Suffolk University professor.

- Michael McCall is a strong leader; he is a municipal management professional who is a problem solver, a skilled communicator, and a hard worker.
- He is able to get to the root of a problem and brings people together to build consensus and resolve issues.
- Michael is well spoken, personable, and empathetic. He enjoys helping others and accomplishing goals and objectives.
- His follow-through is superb. He's extremely well organized and detail oriented.
- Michael is excellent to work for; he is direct, fair, and objective. He helps to guide department heads in decision making. He doesn't micromanage but he is quick to assist whenever needed and help you work through a problem or a decision.
- He has a great manner and is skilled at negotiations. It is impossible to read his face in negotiations and I think his legal experience and expertise is very helpful.
- Employees like him; he is very supportive of employees, including their training and development. He is a problem solver, and his work ethic is unparalleled.
- Michael's financial skills are top of the game. He is highly proficient at budgeting and managing funds. Michael is incredibly intelligent.
- He is a highly professional manager. He doesn't play politics. He is fair and respectful with everyone. Michael cares about people; I think that's why he went into local government.
- I found it very difficult to go to a different position in another community because I loved having Michael as my boss. I would absolutely work for him again.
- Michael is a very clear communicator. He gives informative presentations, is quick to return phone calls and emails, and makes sure people stay informed.
- He has a highly analytical mind and an amazing skillset. He sees things others miss.
- Michael has applied for a \$5M rail trail grant and is lobbying hard for Southbridge to get it. He has been able to bring in millions in grant money to Southbridge.
- Michael was able to get a new fire station project approved in town, which was incredible, but he successfully detailed the need to people.
- He works across the spectrum of local government and has a strong skillset.
- We had a huge problem with UPS trucks taking shortcuts through a neighborhood and causing quality of life issues. Michael worked with UPS management, state highway, and neighborhood representatives to get truck exclusions on state roadways that the state had said couldn't happen. "Michael dug in like a tick and made things happen." Neighborhood residents are thrilled, and UPS understood and was accepting of the end result.
- Michael is highly responsive with department heads, employees, citizens, and board members. He always gets back to people in a timely manner, and he makes sure the appropriate people are cc'd on correspondence.
- He is a genuine person who likes to solve problems. There is no artifice with Michael.
- He has helped me out with a number of difficult human resource issues.
- Michael handles union negotiations and can really hold the line. He is a fair negotiator and stands his ground for the town.
- He can make the tough decisions but is also empathetic when a situation calls for it. He treats people fairly and is respectful.

- He is a highly effective municipal management professional.
- Michael is a lifelong learner. He is always working to better himself and to improve his skills in ways that will benefit the community and he supports staff in doing the same.
- He is highly educated and has a broad range of work and life experience.
- Because he is multi-lingual, he is able to speak to many people in their native language and he connects well with people. He uses his language skills to assist residents and visitors and help staff when they are having trouble communicating with someone. He enjoys employing his language skills and interacting with residents and visitors who come from a different culture or background. He embraces diversity.
- Michael understands how the operating and capital budgets work and how they are put together. He knows how to work the process and bring the right people together to get it done. He knows how to manage the budget. He has strong financial management abilities.
- His legal knowledge and abilities are highly beneficial to the community.
- Michael is exceptionally well-rounded. He's been a Selectman, a Finance Committee member, sits on the Joint Labor Management Committee, is a professional municipal manager, has a law degree plus a master's in computer science and a master's in public administration, and speaks multiple languages. Michael knows a lot about a lot, and he knows how to research an issue.
- Michael was the lead on upgrading several software and communications systems in Chelmsford, moving to cloud-based solutions. His computer science knowledge combined with his municipal expertise was critical to the success of these projects.
- He has strong written and verbal skills. He gives informative presentations that everyone can understand. He is always well prepared.
- Michael understands the importance of the team. He is quick to give credit to others for their efforts and successes.
- He has a well-known reputation as a very hard worker. He puts in a lot of time and does whatever is needed to get the job done. We have had to push him to take time off on occasion. Sudbury would appreciate his ability to get things done and done right.
- He has a thick skin. He doesn't take things personally. He knows how to work in the public arena and in a political environment. He will stand up for what's right and is able to support his stance with facts.
- He is highly intelligent, but he never talks down to anyone.
- Other students in class, all of whom are working professionals, really looked to Michael for mentorship and guidance. He takes to the role of mentor and coach and is quick to assist others. Not only does he value learning, he also values teaching and guiding. He values people and has a genuine caring about getting things done right and treating people well.
- Michael is very reliable and detail focused. He makes sure every t is crossed and i is dotted. He is meticulous. He is solution focused.
- He has a strong willingness to reach out to others. He connects well with people from varied socio-economic backgrounds.
- We stole Michael from Milford where one of our captains used to work. He was the only person we considered to fill this position in the department because of his great reputation.
- He was skilled at coaching our police officers to write better and more complete reports, to give more in-depth testimony, and to understand others' perspectives.
- He has strong leadership qualities. He leads by example and works incredibly hard.
- Michael is very thorough. He is fair, easy to work with, willing to ask and answer questions, and can multi-task well. He is firm but fair. He can handle pressure and takes criticism well.
- He cares about the overall end result of a project or job, and he cares about people. He likes finding ways to improve communities, workplaces, and processes.
- Michael makes the time to have discussions with people. He'll provide advice, recommendations, and simply hear you out if that's what you need.
- He is skilled at influencing others. People enjoy working with him.



Andrew Sheehan
Finalist
Sudbury Town Manager

Attachment 1.a: Sudbury Finalist LoT (5529 : Community Paradigm to present TM candidates)



ANDREW J. SHEEHAN

██████████
 Chelmsford, MA 01824
 ██████████
 ██████████

October 4, 2022

Via email: Apply@communityparadigm.com

Sudbury Select Board
 c/o Community Paradigm Associates, LLC
 One Saddleback
 Plymouth, MA 02360

RE: Sudbury Town Manager

Dear Mr. Lynch and Members of the Select Board:

Please accept this letter and resume as my application for the position of Town Manager for the Town of Sudbury. I have been a Town Administrator for 12 years and my entire 29 year career in local government has been in Massachusetts. Since 2015, I have been the Town Administrator in Middleton. Other local government positions have included Town Administrator in Townsend, Assistant Town Manager in Westford, Assistant to the City Manager for the City of Lowell, and 13 years with the Town of Chelmsford as the Community Development Director and related planning and land use positions.

I have had the opportunity to be involved in a wide variety of initiatives. These include the land acquisition and planning of a public facilities project, the first phase of the Bruce Freeman Rail Trail, open space acquisition and conservation, regionalization of services, and economic development. All of these undertakings have included extensive community engagement and consensus building.

In Middleton, I handle all the normal functions of a chief administrative officer. The position possesses significant explicit and implicit authority. Typical responsibilities of the position include creating and managing the operating and capital budgets, collective bargaining, recruitment and selection, personnel management, procurement, and day-to-day management of the Town. In all of these efforts I am assisted by a talented and dependable team.

In my current position I succeeded a 34-year incumbent. I successfully transitioned the position while respecting his accomplishments. I am currently involved in an exciting project to address long deferred public building needs. In 2019, Town Meeting voted to acquire a 52 acre parcel on which to develop a municipal campus. Half the parcel will be permanently preserved as passive open space. The project consists of a public safety building, town hall, and community center. The project is currently in design. As part of this multiyear effort, I hosted numerous information sessions to explain the need for the project and build support. This resulted in diverse blocs of residents advocating for the project.

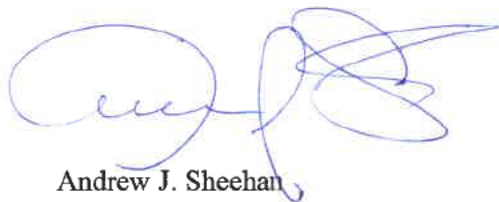
At every step in my career I have sought to make a positive difference in the lives of the people I serve and with whom I work. This is reflected in efforts to improve efficiencies, ensure public projects are executed at the highest level possible, and provide services of which we can be proud. I recognize the responsibility entrusted in me as a public official and I demand excellence of myself and others. The most effective way for me to do this is by modeling the behavior I want to see in others, maintaining open two-way communication, and employing a collaborative leadership style. Organizations have exceptional brainpower at their disposal. Every employee, board member, and volunteer can offer ways to improve

what we do. As a leader I strive to build relationships so that every one of them feels safe to offer suggestions and feedback. It has worked well and I will bring that same approach to Sudbury.

Sudbury has identified a number of initiatives important to the community. These include charting the future of Camp Sewataro, climate resiliency and preparedness, extensions to the Bruce Freeman Rail Trail, and the Fairbank Community Center project. I am able to deliver on these goals by helping build consensus and execute projects.

Thank you for the opportunity to submit this application. I look forward to meeting with you so I can further discuss my qualifications.

Sincerely,



Andrew J. Sheehan

ANDREW J. SHEEHAN, AICP

██████████
 Chelmsford, MA 01824
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SUMMARY

Professional and experienced leader who possesses extensive Massachusetts municipal management and operational experience; self-motivated; attentive listener; able to lead organizations, manage people, projects, and budgets, think creatively, and build teams to elevate people, projects, and organizations.

- Proven Leadership and Teambuilding
- Budgeting and Fiscal Policy
- Collective Bargaining/Negotiating
- Strong Writing/Public Speaking Skills
- Planning and Economic Development
- Community Engagement/Education
- Sustainability/Stewardship
- Strategic and Long Range Planning
- Employee Supervision/Personnel Issues
- Grant Writing/Management
- Creative Problem Solver
- Media Relations/Marketing

PROFESSIONAL EXPERIENCE**TOWN OF MIDDLETON, Middleton, MA*****Town Administrator***

December 2015 to Present

Under the policy direction of a five-member Select Board, serve as chief administrative officer, responsible for the day-to-day operations, oversight of Town departments and functions, and coordination of independent boards, committees, and officials. Some accomplishments include:

- Manage development of the annual operating and capital budgets and coordinate financial management.
- Directed overhaul of financial management practices and policies. Goals were increasing financial stability and building public trust. Practices included eliminating use of non-recurring revenues, improving processes, increasing reserves, and positioning the Town for a bond rating upgrade. Efforts resulted in a rating upgrade to Moody's AA+ with a stable outlook and the Town's first Government Finance Officers' Association (GFOA) Distinguished Budget Award.
- Encouraged an environment that promotes professional development and individual growth, and fosters bold initiatives in the advancement of Town goals.
- Introduced a broadened expectation of openness and transparency benefitting residents as well as decision-makers and department heads.
- Spearheaded efforts to increase citizen engagement, including hosting pre-Town Meeting sessions, informational sessions with neighborhoods and homeowner associations, drop-in hours, and primer on Town Meeting. Hosted videos on a variety of topics including budget process, Town Meeting, finance terms, and public facilities project.
- Led negotiations with owners of a large tract of land that was acquired for a municipal complex and dedicated open space. Identified cost-effective measures to stabilize public buildings until the new complex is built.
- Orchestrated efforts resulting in approval of \$62M public facilities project consisting of public safety building, combined Town Hall/Community Center, and Town Common. Overwhelming majorities supported the project at Town Meeting and debt exclusion vote. Currently leading the effort on space planning, programming, and site development of complex.
- Organized and directed teams to address pressing issues and identified priorities including deferred infrastructure, drinking water compliance, policy development, transportation and pedestrian safety, grant applications, and human resources and collective bargaining.

- Redirected focus of leadership positions to align management strengths with organizational needs.
- Expanded the use of technology to broaden the reach of information in the community, including online posting of Select Board meeting packets and actions taken, established a social media presence, and hosting Town Administrator videos.
- Coordinated Town response to Covid-19, including community outreach and employee engagement.
- Reinvigorated activity on languishing capital appropriations resulting in completion or substantial progress on dormant projects.
- Guided the transition after the retirement of a 34-year incumbent. Led successful shift of practices toward efficiency and modernization while respecting my predecessor.
- Steered effort to close an inherited operating budget deficit. Efforts included increased local receipts, successful operating override campaign, and expenditure reductions.
- Partnered with Merrimack College in hosting graduate management fellows.

TOWN OF TOWNSEND, Townsend, MA

Town Administrator

July 2010 to December 2015

Interim Town Administrator

May to July 2010

Chief administrative officer reporting to three-member Board of Selectmen. Some accomplishments include:

- Developed the annual operating and capital budgets and coordinated financial management practices; developed five balanced budgets within challenging fiscal conditions; increased reserves; reinforced bond rating.
- Administered all personnel functions and led collective bargaining; developed reorganization plan for Treasurer-Collector Office including transition from elected to appointed Collector; resulted in improved work flows and increased collection of delinquencies and tax titles.
- Implemented Department of Revenue recommendations to improve financial and management operations.
- Served as chief procurement officer. Drafted and oversaw solicitations including IT consulting services, HR consulting, disposition of surplus town property, Energy Efficiency & Conservation Block Grant (EECBG)-funded heating plant upgrades, upgrades and repairs to Town Hall and other Town buildings, actuarial analysis of retiree health insurance costs, liability, property & casualty insurance.
- Procured and worked closely with consultant preparing compensation and classification study.
- Championed the transition to an integrated financial management software platform that reduced redundancies and improved efficiencies in all finance areas.
- Helped found the Northeast Municipal Gas Pipeline Coalition (NMGPC), a regional collaborative working to protect communities against the adverse impacts of a gas pipeline project.
- Represented Town on board of Devens Regional Household Hazardous Products Collection Center.
- Assisted Energy Committee in obtaining Green Communities designation and \$156,825 grant.

TOWN OF WESTFORD, Westford, MA

September 2009 to March 2010

Assistant Town Manager

Coordinated municipal operations and constituent services, public facilities, procurement, risk management, operating and capital budgets, Town Meeting preparation. Some accomplishments include:

- Supervised consultants on remediation design, permitting, and construction activities related to cleanup of perchlorate contamination in groundwater; ensured compliance with Department of Environmental Protection (DEP), State Revolving Fund (SRF), and American Recovery & Reinvestment Act (ARRA) reporting and submittal requirements.
- Coordinated procurement activities including construction bids for a groundwater treatment plant, public water supply well and pump station, and library entrance.
- Represented management on municipal construction projects, including senior center and town hall additions and renovations.
- Led multi-department team assessing security and safety of public buildings.
- Assisted budget team reviewing department requests and preparing annual operating and capital budgets.

CITY OF LOWELL, Lowell, MA
Assistant to the City Manager

July 2007 to June 2009

- Coordinated team responsible for developing, presenting, and implementing a \$300 million annual operating budget, including four (4) enterprise funds.
- Supervised Inspectional Services Department, Health Department, Neighborhood Services Division, and City Manager’s Office.
- Proposed and oversaw performance measurement program to measure operational performance. Supervised undergraduate and graduate interns working on performance measurement system. Analysis uncovered disturbing patterns of overtime and sick leave use.
- Managed City Council follow-up and responses to City Council motions and requests for action.
- Represented City on numerous regional initiatives including MassStat performance measurement working group and Merrimack River Watershed Council.
- Negotiated collective bargaining agreements and mid-cycle amendments necessary to address FY09 shortfall as a result of mid-year local aid cuts and a projected FY10 deficit of \$18 million.
- Initiated energy conservation efforts and procured utility supply contracts: executed electricity contracts saving city \$594,000; spearheaded energy efficiency and conservation performance contract in which one hundred (100) City buildings were audited and energy conservation measures installed saving ~20% of energy usage; and opened negotiations to purchase streetlights from National Grid with an expected annual savings of at least \$100,000.
- Managed constituent relations for the City Manager.

TOWN OF CHELMSFORD, Chelmsford, MA
Community Development Director
Community Development Coordinator
Land Use Coordinator

July 2005 to July 2007
 July 1996 to July 2005
 June 1994 to July 1996

Oversaw all planning, community, and economic development initiatives; coordinated activities of land use boards and Community Development Department.

- Initiated and managed applications for and received grant awards totaling \$1,398,840.
- Supervised two (2) fulltime employees, seven (7) graduate planning students, and more than twenty-five (25) Eagle Scout and Gold Award candidates.
- Coordinated and advised Planning Board, Board of Appeals, and Conservation Commission on development applications, zoning petitions, land use regulations, and policies. Drafted land use regulations and policies for Planning Board, Board of Appeals, and Conservation Commission.

Attachment 1.a: Sudbury Finalist LoT (5529 : Community Paradigm to present TM candidates)

- Authored more than thirty (30) zoning and general bylaws and amendments and successfully presented them for adoption by Town Meeting.
- Procured consultant services and construction contracts for a variety of projects.
- Led negotiations on tax increment financing agreements and similar business attraction and recruitment efforts.
- Reviewed and advised Board of Appeals on more than fifteen (15) Comprehensive Permit applications pursuant to G. L. c. 40B, prepared 40B comprehensive permit decisions, monitored construction compliance and limited dividend compliance, and assisted in preparation of litigation proceedings.
- Engineered purchase of Red Wing Farm and managed application for grant funding, preservation of twelve (12) acres for conservation purposes, listing of locally significant 1730s farmhouse on National Register of Historic Places, and disposition of farmhouse.
- Coordinated local efforts in support of the first phase of the Bruce Freeman Rail Trail. Liaison to residents, businesses, neighboring communities, MassDOT, and regional planning agency (NMCOG).
- Served as primary resource for development/land use questions between town and developers, residents, and businesses.
- Presented numerous workshops for Citizen Planner Training Collaborative (CPTC) and Massachusetts Housing Partnership Fund (MHP Fund).
- Managed Utility Conversion Project converting utilities from overhead to underground in Chelmsford's central business district.

TOWN OF PEPPERELL, Pepperell, MA

December 1993 to December 1994

Conservation Administrator

Provided technical and administrative support to Conservation Commission; community liaison to State for Statewide Comprehensive Open Space and Recreation Plan (SCORP); prepared multi-use build-out scenario for parcel targeted for acquisition by Town.

EDUCATION

Certificate in Local Government Leadership & Management, Suffolk University and Massachusetts Municipal Association (MMA), Duxbury, MA, 2015

Master of Education, University of Massachusetts – Lowell (formerly University of Lowell), Lowell, MA, 1989

Bachelor of Arts, History, University of Massachusetts – Lowell (formerly University of Lowell), Lowell, MA, 1986

PROFESSIONAL AFFILIATIONS/DESIGNATIONS

International City/County Management Association (ICMA)

ICMA Annual Conference Planning Committee, 2021, 2023

Massachusetts Municipal Association (MMA)

Massachusetts Municipal Management Association (MMMA)

MMMA Form of Government Committee, 2015-present

MMMA Legal Assistance Fund Committee, 2020-present

MMMA Civics Committee, 2019-2020

American Planning Association (APA)

American Institute of Certified Planners (AICP), 2002-present

Massachusetts Certified Public Purchasing Official (MCPPO), 2013-present

North Shore Fire Prevention & Safety Technical Advisory Board, 2018-present

Acton Conservation Commission, member 1985-1994

Andrew Sheehan

Reference Comments

The following reference comments were provided by three individuals, including: a former Select Board member in Middleton; a former Select Board member in Townsend; and a former Assistant Town Administrator/Human Resources Director in Middleton.

- Andy Sheehan is very smart and highly knowledgeable regarding municipal management in general and municipal management in Massachusetts in particular. In addition to having served on the Middleton Select Board, I'm a city attorney in a Massachusetts city and I sometimes call Andy for information; he's that knowledgeable.
- He has really become a part of the community. Andy attends weekend festivals and other events; he puts in long hours, spending a lot of time on the job and in town. I couldn't speak higher of Andy. I am a big supporter. He has done an excellent job for our town.
- Andy is very easy to work with; he's very respectful. I have never received a complaint about him. People like Andy and they understand that he knows what he's doing. They trust him.
- Andy has been shepherding in Middleton's new municipal complex - he was able to acquire a 52-acre parcel of land, which was a small golf course, for the town where we will construct a public safety building, town hall, and community center/senior center. Plus, half of the land will remain open as passive recreation land, which is great for the community. This is a nearly \$70 million project and is allowing us to finally address some public building needs that had been deferred for a long time. We have needed a new fire station for 30 years and now that will finally get resolved. Andy did a ton of outreach and information sessions to inform the community and was able to build support for the project. The end result was that we had groups of residents, who typically have very diverse opinions, all advocating for the project. This is a big win for our community.
- Andy is an effective leader for the town. He does all the hiring, firing, disciplining, collective bargaining, etc. He mentors and coaches employees to help them excel in their current positions and to prepare them for moving ahead in their careers.
- Our former Town Administrator had been here for more than 30 years, and Andy came after him and was able to successfully navigate the adjustments of replacing a longtime leader, which can be tricky.
- He is good with finances – he knows how to develop a budget, how to adjust if circumstances change, how to manage long-term borrowing, how to create and implement capital budgets, etc. He is experienced and skilled at all of it. He redid our financial practices and policies and improved all related processes. His financial efforts were instrumental in our bond rating being upgraded.
- Andy is good at building strong relationships. He started a pre-Town Meeting here where residents could come to learn about the articles and ask questions before Town Meeting. This helped to make Town Meeting go smoother. He has created videos about projects and things happening in town to make it easier for residents to learn about them.
- He is an extremely well-rounded municipal manager. His biggest strengths, from my perspective, are his overall knowledge of the job and what needs to be done and his ability to work with the Select Board and other boards. Andy can work with all types of personalities, including difficult personalities.
- He has an ability to manage through influence and persuasion. He works hard to pull people together and gain consensus. He is good at that because people trust his opinion and his abilities.



- I was on the Board when we hired Andy in Townsend and he introduced a lot of structure that had been missing before. He brought in policies, processes, and practices that we needed. He put together a detailed, informative budget and detailed information for Town Meeting. Andy makes sure people have the information they need to make educated decisions. He has highly proficient communication skills.
- I appreciated that he would ask the Board members individually what our goals were and had a good way of melding it together into something everyone could support. He's good at goal setting and prioritizing.
- Andy was good at finding where he could implement greater efficiencies here. He implemented energy efficiencies, process efficiencies, financial efficiencies.
- No one can please everyone all the time, but Andy's door was always open, and he was always willing to listen. People appreciated that.
- Andy is always professional and respectful. He has a good sense of humor and can lighten a tense situation, but he knows when to do that and when not to do it. He is good at reading a room.
- Andy worked in a collaborative way with employees. He made sure that staff members knew and felt that they were part of the same team. He was supportive of employees advancing their education and training and would work with them to increase their skills and experience. Employees liked working with him.
- He is good at developing partnerships with boards and organizations. He helped to create the Northeast Municipal Gas Pipeline Coalition, which was a regional entity to help protect the member communities against negative impacts from a pipeline project and he represented the town on boards at Devens.
- Andy is a people person; he's a nice person, who can also hold his own for the town in negotiations and in difficult situations.
- He is a relationship builder. He would go to events in town to show he was part of the town and to forge bonds with people. He actually came to an event a few months ago, after he'd been gone from Townsend for about seven years. We had been working on the Squannacook River rail trail project for years and because the town wasn't really supportive of it, we ended up creating a nonprofit entity to get it done. The community wanted the rail trail, they just didn't want to fund it. A few months ago, they finally opened a section of it and, because of his support and assistance, they invited Andy to the opening and he came to it. People were so happy to see him.
- He has an incredible amount of land use and community development experience. I think that would be helpful experience for Sudbury.
- I worked for Andy as Assistant Town Administrator and he was a great mentor. I learned a lot from him and by watching how he interacted with people and handled himself at meetings. He has a great demeanor and knows how to pull people together.
- The approval of the municipal complex project is a huge feather in Andy's cap. Middleton is fiscally conservative and had a history of not investing in its infrastructure. He did a ton of homework, involved the people who needed to be involved, worked hard to inform residents about the importance of the project, and got it passed at Town Meeting and at the ballot box. He created this great feeling of the town pulling together on this project. People are proud that this project is happening.
- Andy and I worked together to spearhead an ADA self-assessment and implementation plan, which involves such things as new signage and different door handles in existing structures, and the new complex will be ADA compliant.
- He has good working relationships with the department heads, including the school superintendent. They can work through any budget issues, including with capital planning, and then present a united front.



Sudbury Town Manager Interview Guide

The following topics and questions are suggested to assist the Sudbury Select Board in the candidate interview process. The questions are drafted in verbatim style but would be used as prompts to elicit answers in the particular topic category. Possible probes to dig deeper into responses are also listed.

TOPIC	POTENTIAL QUESTIONS	POSSIBLE PROBES
Career Overview & Interest in Sudbury	Thank you for your interest in Sudbury. Please take a couple of minutes to tell us why you are interested in the position and why you believe you would be successful here.	<ul style="list-style-type: none"> • Circumstances of /for leaving current or last position • How well do you know Sudbury?
	What led you to municipal management as a career?	<ul style="list-style-type: none"> • What are some municipal Best Practices that you view as important? • What municipal trends excite you? • How do you stay current on such trends?
Leadership and Management Style	<p>Describe your leadership style and give examples of your approach to working with a team and leading change in an organization and a community.</p> <p>How would you go about assessing the Sudbury organizational structure and systems?</p>	<ul style="list-style-type: none"> • Working with a team • Mentoring and coaching • Delegation • Conflict resolution (Examples) • Creating change • Morale building • First 100 days
Communication & Collaboration	Communication and collaboration between departments as well as with boards and committees are crucial to the success of Sudbury. How would you work to not only ensure, but also enhance, communication and collaboration?	<ul style="list-style-type: none"> • Internal and external communication • School department relations • Elected and appointed boards and committees • Methods of communication

Attachment 1.a: Sudbury Finalist LoT (5529 : Community Paradigm to present TM candidates)

TOPIC	POTENTIAL QUESTIONS	POSSIBLE PROBES
Strategic Planning	<p>How do you go about setting long-term goals for yourself and the organization? How do you use data in the management of your organization?</p> <p>Do you have specific experience in creating and/or implementing a strategic plan for a community?</p>	<ul style="list-style-type: none"> • How do you work to prioritize goals? • How do you achieve community buy-in?
Financial Management	<p>We are interested in your experience with municipal finance and budget preparation.</p> <p>Citing examples:</p> <ul style="list-style-type: none"> • How would you describe your financial management philosophy? • How do you work with your finance team to integrate strategic planning into budget development? 	<ul style="list-style-type: none"> • Managing budget growth • Financial policies recently adopted • Fiscal planning experience • Leading through a budget crisis • Examples of creativity related to budgeting • Monitoring financial condition • Alternative revenue streams
Project Management	<p>The Town has a few projects in the pipeline: a new \$28 million Community Center building, \$5 million Fire Station 2 upgrades, the Bruce Freeman and Mass Central rail rails, and a number of other initiatives.</p> <p>Please tell us about your direct experience with managing capital improvement projects or other major municipal projects and initiatives.</p>	<ul style="list-style-type: none"> • Capital budgeting • Procurement experience • Writing, securing, and managing grants • ADA Accessibility Evaluation implementation • Strategy related to operation of Liberty Ledge/Sewataro property • Municipal space needs assessment and Town Hall renovations
Sustainability and Climate	<p>In 2022, Sudbury Town Meeting passed a Climate Emergency Declaration. What do you see as the most important actions Sudbury can take to address this commitment to community-wide greenhouse gas emission reductions?</p>	<ul style="list-style-type: none"> • Sustainability Director position • Green Communities Program experience <ul style="list-style-type: none"> • Local projects funded

Attachment 1.a: Sudbury Finalist LoT (5529 : Community Paradigm to present TM candidates)

TOPIC	POTENTIAL QUESTIONS	POSSIBLE PROBES
<p>Land Use and Development</p>	<p>Describe your experience in land use and community development, and how you balance the benefits of development with the impacts that such growth can have upon quality of life within a community.</p> <p>Describe any specific experience implementing a Master Plan (2021 Plan).</p> <p>What specific experience do you have with issues of open space protection, which has been a priority for Sudbury.</p>	<ul style="list-style-type: none"> • Knowledge of Sudbury as it relates to this topic • Open Space Plan and Athletic Fields Needs Assessment • Comprehensive Wastewater Management Plan • Route 20 redevelopment • Mixed use developments • Affordable housing • Economic development grants • Interacting and collaborating regionally • Historic Preservation plan
<p>Personnel Management/Collective Bargaining</p>	<p>Please tell us about your approach to motivating and evaluating employees, how you prefer to interact with employees, and how you handle morale.</p> <p>Tell us how you handled a difficult personnel issue, without using personal identification, and what the outcome was.</p> <p>Share an example of how you have enhanced the qualitative growth of your organization.</p> <p>We are interested in your experience in collective bargaining. What has been your role in labor negotiations and, using an example, describe your approach in managing in a unionized environment.</p>	<ul style="list-style-type: none"> • Selecting new department heads and staffing • Employee retention • Succession planning • Evaluating employees • Building morale • Compensation and Classification

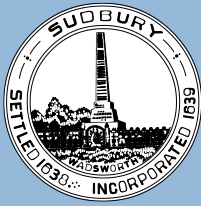
Attachment 1.a: Sudbury Finalist LoT (5529 : Community Paradigm to present TM candidates)

TOPIC	POTENTIAL QUESTIONS	POSSIBLE PROBES
Diversity, Equity, and Inclusion	What are your thoughts regarding diversity, equity, and inclusion?	<ul style="list-style-type: none"> • Please talk about work you have done in current or past positions to create a more diverse and inclusive municipal team and community environment.
Citizen Relations & Government Transparency	Sudbury is committed to customer service and transparency with our government and our services. What would you bring to this commitment?	<ul style="list-style-type: none"> • How would you work to communicate with residents and keep them informed? • Examples of how you make government and decision making more transparent. • Building a sense of community • Enhancing community engagement
External Relationships	<p>As Sudbury’s Town Manager, you would have relationships with many individuals and groups, including employees, citizens, and local, county and state officials as well as colleagues throughout the region.</p> <p>Please tell us how you build and maintain professional relationships and, if possible, include specific examples of how you have done this in your current or past roles.</p>	<ul style="list-style-type: none"> • How would you build relationships with citizens? • Institutions • State Government • Business community • Other towns
Relationship with the Select Board	<p>How would you approach managing the culture in Sudbury to properly align the roles of the TM and the Select Board?</p> <p>How would you define a successful relationship between the Board and the Town Manager?</p>	<ul style="list-style-type: none"> • Familiarity/experience with Select Board/ Open Town Meeting form of government • Managing conflict • How would you communicate with the Board and keep members informed?
Other Questions	Board questions beyond those already asked.	
Candidate Questions	That ends our questions. Now it’s your turn. Are there any questions you would like to ask us?	

Attachment 1.a: Sudbury Finalist LoT (5529 : Community Paradigm to present TM candidates)

DRAFT





SUDBURY SELECT BOARD
Tuesday, November 1, 2022

MISCELLANEOUS (UNTIMED)

2: Goal setting discussion and vote

REQUESTOR SECTION

Date of request:

Requestor: Chair Russo

Formal Title: Goal setting discussion and vote. Mel Kleckner from UMass Collins Center to attend.

Recommendations/Suggested Motion/Vote:

Background Information:

Financial impact expected:

Approximate agenda time requested: 45 minutes

Representative(s) expected to attend meeting:

Review:

Select Board Office	Pending
Town Manager's Office	Pending
Town Counsel	Pending
Select Board	Pending
Select Board	Pending

11/01/2022 7:00 PM



EDWARD J. COLLINS, JR. CENTER FOR PUBLIC MANAGEMENT
 JOHN W. MCCORMACK GRADUATE SCHOOL OF POLICY AND GLOBAL STUDIES
 UNIVERSITY OF MASSACHUSETTS BOSTON

100 Morrissey Boulevard
 Boston, MA 02125-3393
 P: 617.287.4824
 F: 617.287.5566
mccormack.umb.edu/centers/cpm
collins.center@umb.edu

MEMORANDUM

TO: Select Board, Town of Sudbury
 FROM: Mel Kleckner, Associate
 DATE: October 27, 2022
 RE: 2023 Prioritized Goals

Please find attached a table that lists all goals/projects considered by the Select Board at its recent goal setting session on October 24. The first page of this document represents those goals receiving at least one vote in the process.

The five highest scoring goals ranged from 16 points to 7 (out of a possible 25 points). Only the goal of *Investigating Vocational Education Access Options* received a vote from each Select Board member. The goals of **Expanding and Funding a Public Transportation Option** and **Conducting a Comprehensive ADA Plan** received three votes each. **Constructing the Bruce Freeman Rail Trail** and **Sustainability and Climate Change Initiatives** received two votes each. Ranked goals included most, but not all of the Board's Primary Goal Categories. Transportation, Mobility & Housing includes two goals while Effective Governance and Communication, Open Space, Recreation & Historic Assets, and Environmental Health & Wellness include one goal each. The categories of Town Services and Infrastructure and Financial Management & Economic Resilience are not represented among the top five ranked goals in 2023.

It is my understanding that the Select Board will review and confirm their top ranked goals at its meeting on November 1. There are certain goals that you may consider rewording or expanding to accommodate additional priorities. For example, the Vocational Access goal could address aspects of the LS Agreement, the Transportation Option could incorporate the Uber/Taxi Rides, etc.

It is essential that the Board and staff further refine aspects of these goals to meet the SMART Goal criteria. Specifically, this involves identifying key strategies, deliverables that are time bound and assignment of a member(s) of the Board and key staff to be responsible for ensuring attainment of the goal. These details will be continually updated and refined as necessary throughout the year to help meet the goal.

Finally, you have requested my objective review and recommendations of your goal setting process. In my experience, the Town of Sudbury is meeting and exceeding best management

practices as they relate to strategic goal setting. An annual process that adopts policy priorities and goals for the Board and community is a solid one that engages staff and requires discussion and compromise among Board members. I have two observations and suggestions for the future. It appeared at the goal setting session that there was some disconnect between the Board's Mission/Value Statements (including Primary Goal Categories) and the annual goal setting process. The annual goals must correspond to the Board's Mission/Values and the Primary Goal Categories that are established from them. Accordingly, I recommend that the Board complete its Mission/Value Statement process before adopting its annual goals, or at a minimum, each time the composition of the Board changes. Secondly, I strongly encourage that the permanent Town Manager and key department heads be more actively integrated into your mission and goals setting processes. Success in reaching goals is reliant on both policy leadership of the Board and engaged and effective professional management. In addition to the success this collaboration creates, there is an additional value in learning the respective priorities, challenges and communication styles among members of the Board and their staff leadership.

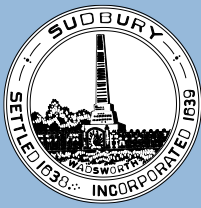
Thank you for the opportunity to work with you on this important project and to have exposure to the issues and opportunities in your outstanding community.

cc: Maryanne Bilodeau, Interim Town Manager

Goal	Primary Category	Lisa Kouchakdjian	Jen Roberts	Dan Carty	Charles Russo	Janie Dretler	Total Score	Rank
Investigation of Vocational Education Access options.	Effective Governance and Communication	5	3	3	2	3	16	1
Determine funding options for construction of Phase 3A-CSX/Rt 20 of the Bruce Freeman Rail Trail.	Open Space, Recreation & Historic Assets		5			5	10	2
Expand (Normalize) and fund a Transportation Option, especially for vulnerable populations.	Transportation, Mobility & Housing		1	4	3		8	3
Sustainability and Climate Change initiatives; including hiring a Sustainability Coordinator and creation of Climate Mobilization Action Plan.	Environmental Health & Wellness	3	4				7	4
Conduct a comprehensive ADA Plan	Transportation, Mobility & Housing	4	2		1		7	4
Revise and update the LS Agreement	Effective Governance and Communication			5			5	
Hiring and onboarding a new Town Manager prior to Annual Town Meeting	Effective Governance and Communication				5		5	
Incorporate Town Manager into the SB's visioning and goal setting process.	Effective Governance and Communication					4	4	
Tracking progress on Capital projects	Effective Governance and Communication				4		4	
Ongoing monitoring of Sewataro agreement to determine compliance. Evaluate future best use of Sewataro in coordination with ADA requirements	Open Space, Recreation & Historic Assets					2	2	
Complete Efficiency Analysis - regionalization/public/private/intermunicipal agreements.	Effective Governance and Communication			2			2	
Conduct space needs assessment for staff.	Town Services and Infrastructure	2					2	
Public Health Initiatives; MRC/CERT, Great Meadows Collaborative, etc	Environmental Health & Wellness			1			1	

Attachment 2.b: SB 2023 Goal Scoring 10-24-22 (5539 : Goal setting discussion and vote)

Goal	Primary Category	Lisa Kouchakdjian	Jen Roberts	Dan Carty	Charles Russo	Janie Dretler	Total Score	Rank
Promote and Support Master Plan	Effective Governance and Communication	1					1	
Uber/Taxi Rides - Decision	Transportation, Mobility & Housing					1	1	



SUDBURY SELECT BOARD

Tuesday, November 1, 2022

MISCELLANEOUS (UNTIMED)**3: Letter of support for Sudbury Youth Soccer to apply for Sud Fndn Grant**REQUESTOR SECTION

Date of request:

Requestor: Karyn Jones, TOPS Coordinator, Sudbury Youth Soccer

Formal Title: Discussion and vote whether to approve letter of support for Sudbury Youth Soccer Association to include in their grant proposal, Expanding Adaptive Soccer Programming and Enrichment in Sudbury, Mass, to The Sudbury Foundation for the January 1, 2023 grant cycle deadline. In attendance will be Karyn Vostok, Benjamin Quinto, and Steve O'Keefe from TOPSoccer.

Recommendations/Suggested Motion/Vote: Discussion and vote whether to approve letter of support for Sudbury Youth Soccer Association to include in their grant proposal, Expanding Adaptive Soccer Programming and Enrichment in Sudbury, Mass, to The Sudbury Foundation for the January 1, 2023 grant cycle deadline. In attendance will be Karyn Vostok, Benjamin Quinto, and Steve O'Keefe from TOPSoccer.

Background Information:

There is a lack of adaptive sports and recreational opportunities for youth with disabilities in Sudbury and surrounding towns. Sudbury Youth Soccer Association (SYSA) piloted a TOPSoccer program this fall with huge success. TOPSoccer or The Outreach Program for Soccer is a community based program of US Youth Soccer that is designed to meet the needs of children and young adults that have physical, visual, and/or intellectual disabilities. The program is geared towards player development rather than competition. The game not only focuses on the game of soccer but also pre-soccer skills where a volunteer group of high school students are trained to be "Junior Coaches" who serve as one-to-one buddies for each TOPS athlete. We are seeking funding from The Sudbury Foundation to cover one time costs so we can expand the program more quickly based on the community demand and provide more targeted programming based on the needs of our current and future athletes.

Financial impact expected: We hope the Select Board will write a letter of support for us to include in our grant proposal to cover one time costs to expand our TOPSoccer pilot program more quickly due to community demand. Rather than having a financial impact, the Select Board's support will supplement our grant application so if accepted, more youth with disabilities may play soccer with peers and have a recreational activity they can do in town.

Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

Select Board Office	Pending
Town Manager's Office	Pending
Town Counsel	Pending
Select Board	Pending
Select Board	Pending

11/01/2022 7:00 PM

Sudbury Youth Soccer/TOPSoccer Sudbury Foundation Grant Proposal Draft, 10.01.2022

Describe your Organization*

Reminder: The Foundation makes grants to Sudbury-based nonprofit organizations, the Town of Sudbury (and, through the Town, its boards, commissions and departments), the Sudbury Public Schools (SPS) and Lincoln-Sudbury Regional High School (LSRHS). The Foundation will also consider applications from public and nonprofit organizations located outside of Sudbury for projects that substantially benefit Sudbury residents.

Nonprofit Organization

Town of Sudbury department/committee (including SPS and LSRHS)

Sudbury Youth Soccer Association (SYSA) is a 501c3 nonprofit organization that provides the opportunity and training to children aged 3 to 18, living in Sudbury, Mass to learn the game of soccer through the development of individual skills, fitness, teamwork and fair play.

Project Name

Expanding Adaptive Soccer Programming and Enrichment in Sudbury, Mass.

Project Description*

Please summarize the project in 2-3 sentences.

Sudbury Youth Soccer Association (SYSA) piloted a TOPSoccer (The Outreach Program for Soccer) in the fall of 2022 with great success: 27 Sudbury athletes with physical, visual, behavioral, and/or intellectual disabilities, aged 4 to 16, 30 Lincoln-Sudbury high school volunteer “buddies”, and three parent-coach volunteers. SYSA hopes to expand and grow the program by purchasing additional equipment to challenge differently abled athletes and give more opportunities for social/emotional skill development, provide instructional materials and adaptive equipment necessary for athletes to be successful, and work with trained professionals to support high school buddy development in learning and recognizing the needs of our athletes.

Check the funding category to which you are applying:*
 Youth Development and Opportunity
 Community Building/Town Betterment
 Underserved Populations
 Preserving Community Character - Historic Preservation
 Preserving Community Character - Environmental Preservation

The Sudbury Program - Youth Development and Opportunity

Project Amount Requested

\$11,500

Total Project Cost

Sudbury Youth Soccer Association is committed to supporting TOPSoccer programming by paying the cost of fields as well as some initial equipment. For the fall and spring sessions, this will total \$2,400. We are asking for \$11,500 in funding to expand and provide more adaptive equipment and tools so more youth can participate in soccer.

Provide a breakdown of estimated project costs.*
Indicate which costs would be covered by this grant.

	Price	Quantity	Total
Program Instruction and Accommodations for Athletes			
Hire speech and language pathologist to create social story for athletes starting TOPSoccer	\$150/hour	2	\$300
Hire occupational therapist to create individual visual schedules for athletes	\$150/hour	3	\$450
Pay for adaptive PE teacher to be at games for spring and fall seasons to develop programming	\$100/hour	6	\$600
Athlete Equipment			
TOPSoccer banner for Cutting Field	150	1	\$150
Soccer Balls	\$30	40	\$1,200

Attachment 3.a: TOPSoccer Sudbury Foundation Grant (5540 : Letter of support for Sudbury Youth Soccer to apply for Sud Fndn Grant)

Lifetime Table (Adjustable Height)	\$80	1	\$80
Chairs	\$140	1	\$140
Storage Totes (27 gallon - pack of 4)	\$100	3	\$300
Pugg Multi-color Goals (6-pack)	\$395	2	\$790
5-Gallon Water Cooler	\$70	1	\$70
Jumbo Kick Croquet	\$40	1	\$40
Foot Golf	\$40	5	\$200
Rock, Paper, Scissors Dice	\$15	3	\$45
Dome Markers	\$110	1	\$110
Wheelchair Soccer Pad	\$55	3	\$165
Low Vision Soccer Ball	\$25	3	\$75
Soccer Ball Bag	\$50	2	\$100
Bowling Pins	\$65	3	\$195
Obstacle Course Equipment	\$45	2	\$90
Wheelchair Soccer Ball	\$85	2	\$170
Poles with stand	\$80	2	\$160
Speed Rings	\$35	2	\$70
Storage Shed	\$3,500	1	3,500
Volunteer Junior Coach/Buddy Development			
Training Video for Buddies	\$2,500	1	\$2,500
TOTAL			\$11,500

*Project Time Frame**
Example: December 2022 to June 2023

~April 2023 to June 2024

Answer each question below clearly and concisely.

Please note that we tried to provide adequate space for you to answer each question fully. Do not feel like you have to use all of the space provided. If you need additional space to adequately answer any question, please send an email to Tricia at brunner@sudburyfoundation.org.

Describe the issue you hope to address through the proposed project.* Include a brief history and context of the project and how it aligns with your strategic plan, if appropriate. If the project already exists, include past metrics. (5000 character limit)

There is a lack of adaptive sports and recreational opportunities for youth with disabilities in Sudbury and surrounding towns. After a few parents inquired about adaptive soccer programming, SYSA's board of directors voted to pilot a TOPSoccer program -a US Soccer community based program designed to meet the needs of youth with physical, visual, and/or intellectual disabilities- this past May for a six-week fall session that would have a maximum of 25 athletes. After just a few days of marketing, we had a waitlist.

It is important for communities to offer numerous recreational activities geared towards youth with disabilities. Children with disabilities can demonstrate gains, increased flexibility, improved bone health, and better endurance and cardiovascular fitness when adaptive sports are easily available in their communities. Physical activity for children with movement disabilities is essential in maintaining mobility as they grow and develop. Adaptive sports improves self-esteem, social awareness, and self confidence that can empower a child with disabilities throughout their adolescence.

Children with disabilities are also at greater risk of being left out of social experiences that happen outside of school. While typical peers may spend time participating in activities like soccer, a child with a disability may not have access to similar experiences, making them feel less connected to their peers and unable to contribute to conversations that happen at school. It is for these reasons that every TOPSoccer athlete receives the same Sudbury soccer team jersey and medal that every other SYSA athlete receives. What may be taken for granted can be novel to a child with a disability. For example, upon receiving their Sudbury soccer team jersey, a TOPSoccer athlete exclaimed, "I have a shirt! Just like my sisters and friends! I'm a real soccer player. Look at this beautiful shirt!" This act of inclusion helps connect each child with their peers and larger community.

Similarly, families benefit from sitting on the sidelines watching their child/children play adaptive sports. For many families this fall, it was the first time they were able to just

relax and watch their child. They weren't on the field adapting the activities, transferring their child from wheelchair to gait trainer, or doing hand over hand so their child can participate in games on the field. Parents had the opportunity to meet other parents in the community and develop friendships. "This is a luxury that feels almost unnatural," said a mom of a TOPSoccer athlete. A sibling of one of the TOPSoccer athletes added, "I like coming to my brother's games. It feels safe playing with other kids who have siblings that play. I know no one is going to ask me questions about [my brother] like why his eyes move in different directions, why he walks differently, or why he wears a leg brace. I can just be me, not worry, and have fun."

This fall's TOPSoccer roster of 27 athletes are all residents of Sudbury, aged 4 to 13 years old, whose disabilities include, but are not limited to, cerebral palsy, spina bifida, low vision/blindness, autism, and down's syndrome. Athletes are able to work on pre-soccer skills and player development by having one or two Junior Coaches/Buddies assigned to them throughout the session. This allows for each athlete to progress at their own pace and be given drills based on their level of ability. Junior Coaches/Buddies are mostly Lincoln-Sudbury High School students who are athletes themselves and/or allies to people with disabilities. They develop a special and unique relationship as they work throughout the season with their assigned athlete. "I know my job is to coach soccer to the athletes, but I am learning so much more from them. I'm very grateful to be part of this," said one of the high school Junior Coaches.

SYSA plans to continue and grow the program after its successful first season by offering spring and fall seasons. However adapting soccer to athletes of all abilities requires investment - an investment the SYSA Board was happy to make. To grow the program in size and service to the athletes, we are seeking funding and support for one time costs associated in expanding the program and operating costs to increase and sustain the level of programming offered through TOPSoccer. Expanding the program allows us to include more athletes from Sudbury and possibly neighboring towns. This will allow us to group more athletes together based on ability level when scrimmaging. We hope to add additional stations on the field to allow for pre-soccer skills to be worked on like shifting weight to one leg to kick, working on visual-motor coordination, increase endurance and speed, etc. We also hope we can consult with expert therapists to create visual aids like social stories and visual schedules for athletes as well as consult with adaptives sports professionals to better the athlete's individual experience and learning.

Describe the activities involved. (2,000 character limit)*

To improve upon coaching instruction and accommodations for athletes, we hope to hire New England Therapy Center in Sudbury to develop a social story so athletes can preview the TOPSoccer program prior to starting as well as make individual visual schedules for athletes who benefit from this accommodation.

We also hope to pay for an Adaptive PE instructor to provide guidance on activities we offer on the field to work on pre-soccer skills and player development. This will allow for more athletes to have access to individual instruction based upon their ability level. We will also work in creating a training video for high school buddies before they start by taping consenting athletes with the Adaptive PE instructor explaining the best way to adapt an activity and support the athlete based upon the athlete's level of ability.

Sustaining enhancements like these without having to transfer the financial burden to the families means that Sudbury will be delivering a top-flight adaptive soccer program for the community at a very reasonable cost to families.

The one time purchase of equipment will also be beneficial to players as we work to expand and grow the program. Equipment includes but is not limited to purchasing additional low vision/blindness soccer ball, balls with different weights/speeds, soccer ball for wheelchair players, obstacle course equipment, and games. A locked shed or storage container will also be purchased to remain on Cutting Field to help in getting equipment to the fields each practice without the use of volunteers' cars / trucks.

Describe the population that will be served by this project. (500 character limit)

SYSA's TOPSoccer program is a community based US Youth Soccer program that meets the needs of children, aged 3-22 with physical, visual, and/or intellectual disabilities. The program focuses on player development with adapted games and activities so athletes can learn at their own pace. A volunteer group of "Junior Coaches" serve as one-on-one buddies. Most Junior Coaches are Sudbury-Lincoln high school students who receive community service hours for their time.

*What is the estimated number of individuals that will be served by this project?**

50 athletes and 50 volunteer buddies.

What percentage of the population served by this project is based in Sudbury?*
Best estimate.

95%-100% are Sudbury residents.

Provide a detailed timeline for the project.*
Include milestones. (Ex: Dec 2022 - Meet with consultant, Jan 2023 - Hold first training, Jun 2022 - Present report to trustees). (1,000 character limit)

March 2023 - New England Therapy Center in Sudbury will create social story and individual visual schedules to be used by TOPSoccer athletes who need this accommodation. Equipment will be purchased for spring season.

April 2023- Junior Coaches will receive training. Six-week spring season of TOPSoccer starts. Adaptive PE Coach will aid in developing programming for TOPSoccer athletes.

May 2023- We will film Adaptive PE Instructor working with three to four high school Junior Coach/Buddy and consenting athletes. This will allow us to create a volunteer training video for Junior Coaches/Buddies to use this fall.

June 2023 - Spring season concludes with trophies and a pizza party. Surveys sent to families of athletes and Junior Coaches to understand satisfaction of program and how we can improve the program.

August 2023 - Junior Coach/Buddy training video is complete.

September - Junior Coaches will receive training. Six-week fall season of TOPSoccer starts. Adaptive PE Coach will aid in developing programming for TOPSoccer athletes.

mid-October - Fall season concludes with trophies and pizza party. Surveys sent to families of athletes and Junior Coaches to understand the satisfaction of program and how we can improve program.

What are the skills your team possesses to successfully complete this project?* (1,000 character limit)

SYSA has been providing youth soccer programming to Sudbury residents since 1973. The board of directors has vast knowledge and experience in starting and expanding new soccer programs within Sudbury. TOPSoccer is a community based US Youth Soccer program that meets the needs of children with physical, visual, and/or intellectual disabilities. Through the Massachusetts Youth Soccer Association, TOPSoccer has its own board of directors and volunteers that works to provide support and resources to town soccer organizations that adopt its programming. Furthermore, SYSA's TOPSoccer program has parent coaches who have children with disabilities. We also have an occupational therapist, physical therapist, and Adaptive PE teacher helping to ensure the program is successful for years to come.

How will this project fit with your organizational goals?*

SYSA provides opportunities and training for youth of Sudbury, Massachusetts to learn the game of soccer through the development of individual skill, fitness, teamwork and fair play. By investing in the initial start-up of a TOPSoccer program, SYSA will more quickly be able to provide quality adaptive soccer programming to youth in the community that have physical, visual, and/or intellectual disabilities to sustain and grow the fall pilot of TOPSoccer programming.

If you work for the Town of Sudbury, how will this project fit with Town goals? (2,000 character limit)

Not applicable.

How will this project fit with the Sudbury Program funding categories?*
Sudbury Foundation funding categories: Youth Development and Opportunity, Community Building/Town Betterment, Underserved Populations, and Preservation of Community Character and Assets (Historic Preservation and Environmental Preservation). (2,000 character limit)

The project Expanding Adaptive Soccer Programming and Enrichment in Sudbury, Mass. fits within the guidelines of Sudbury Foundation's Youth Development and Opportunity funding category. By investing in SYSA's TOPSoccer program, the Sudbury Foundation will allow for the expansion of the program so more children with disabilities aged 3-22 have access to affordable adaptive recreational programming. This is critically important as there aren't any other adaptive sports programs offered in the area other than the Challengers League through Lincoln-Sudbury Baseball. Sudbury needs adaptive recreational sports programming since physical exercise is extremely

beneficial to youth who have disabilities and promotes healthy behaviors and lifestyle. Funding will also aid in developing a stronger Junior Coach volunteer program for Lincoln-Sudbury high school students. Lincoln-Sudbury students were extremely excited and interested in getting involved with TOPSoccer this fall. We had 33 volunteers, and we hope with an even stronger program, Junior Coaches will come back season after season to give back to the community.

What are the anticipated outcomes of the project?*
Include how you plan to track, measure and/or report on them. (1,000 character limit)

As a new program within SYSA, we hope to grow our fall pilot program of 27 athletes to 40 athletes and 33 Junior Coach volunteers to 45 Junior Coach volunteers next year for the 2024 fall season. We will be able to track progress through enrollment. We will also survey Junior Coaches and athlete families after each spring and fall season to better understand the satisfaction of program and how we may improve.

How will the activity be sustained after grant funding has ended?* (1,000 character limit)

SYSA will continue to invest in the program by giving a below cost rate of \$25 per athlete per season to TOPSoccer athletes to ensure the program is accessible and affordable to anyone who wishes to participate. Registration fees, uniforms, field time, uniforms, trophies/medals, and basic equipment are provided and paid for by SYSA. SYSA may also do its own fundraising through corporate sponsorships to pay for team building and celebratory events like end of season pizza parties so we can foster and grow the camaraderie between athletes, families, and Junior Coaches/Buddies that will guarantee future success of the program.

If you will be working with a consultant, did you get specific quotes or are you estimating costs?*

We received quote(s).

We are estimating costs.

Not applicable

Not applicable.

*If you will be working with a consultant, have you selected a consultant?**

Yes

No

Not applicable

Not applicable.

October 25, 2022

Sudbury Foundation
326 Concord Road
Sudbury, MA 01776

Dear Board Members of the Sudbury Foundation,

We are writing in support of the application "Adaptive Soccer Programming and Enrichment in Sudbury, Mass.", submitted by the Sudbury Youth Soccer Association.

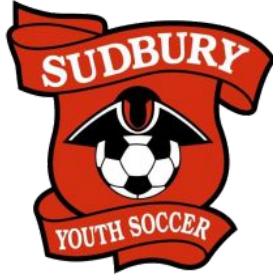
The Town of Sudbury self-funded a Self Evaluation and Transition Plan in 2020. Since then, the town has made it a priority to bring and continue to bring areas of need into compliance so people with disabilities may be active members of our community.

The next step is to provide adaptive and inclusive programming to residents so those with disabilities have the same opportunities as a non disabled person to participate in town recreational activities. Adaptive sports like Sudbury Youth Soccer Association's TOPSoccer program will allow youth with physical, vision, and cognitive disabilities to be active in our community, foster and deepen friendships, and feel more connected to the town they reside in.

For these reasons, we urge you to support this proposal; it will have a meaningful and sustainable impact on our community.

Sincerely,

Charlie Russo, Chair
On Behalf of the Town of Sudbury's Select Board



TOPSOCCER

Presented by:

Steve O'Keefe, President, Sudbury Youth Soccer

Ben Quinto, TOPSoccer Coordinator, Sudbury Youth Soccer

Karyn Jones, TOPSoccer Coordinator, Sudbury Youth Soccer

Sudbury Youth Soccer Association



- The mission of the Sudbury Youth Soccer Association (SYSA) is to provide the opportunity and training for the youth of Sudbury, Massachusetts, to learn the game of soccer through the development of individual skill, fitness, teamwork, and fair play.
- Sudbury Youth Soccer provides opportunities to over 1,000 Sudbury youth players aged 3 to 19.
- Prior to Fall 2022 SYSA programs were inclusive of players with disabilities

Adaptive Programs Go Beyond Inclusion



3.c

- **Inclusive sports** permit athletes with disabilities to compete with non-disabled athletes with no modifications to how the game is played or adaptive equipment.
- **Integrated sports** will have typically developing kids play alongside kids with disabilities. The game is not modified, but 1:1 aides are allowed on the field to assist youth with disabilities.
- **Adaptive sports** are recreational or competitive sports for people with disabilities. Adaptive sports allow for modifications to make the game more accessible as well as adaptive equipment.

Attachment3.c: TOPS_Sudbury Foundation Grant.slides (5540

Adaptive Programs are Important to the Community

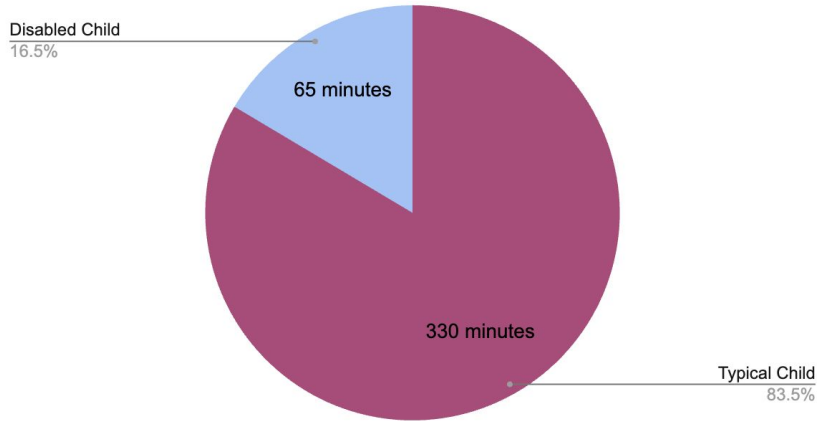


Adaptive sports:

- Provide **social opportunities** and skills for participants
- Teach **teamwork** as players learn to trust someone else and rely on them through activities and games
- Encourage **perseverance** through encouraging players to encounter and overcome challenges
- Build **confidence** through success on the field that carries over to their lives off the field

Access to Social Opportunities

The average amount of time an elementary school child spends in social and recreational activities with peers outside of school each week



MassGeneral Hospital for Children, 2021

- Friendships build a child's sense of belonging and significance in their world, make a child feel cared for and cared about, and in turn teach them how to care for others. Healthy friendships play a key role in a child's emotional growth and their development of important life skills.
- Department of Disability and Human Development recommend youths get 60 minutes of physical activity per day most days of the week, kids with disabilities aren't logging in near this level.

Why Soccer?



3.c

- Team sport
 - Allows athletes to be part of a team
 - Same shirts as other Sudbury soccer programs
- Equipment for all different athlete needs
 - Sound balls for vision
 - Wheelchair
 - Bumpers
 - Larger weighted ball
- Surface accommodates a variety of mobility equipment
- It can be easily adapted for children who have limited gross and fine motor function of their arms and hands and visual impairments, while other sports like basketball cannot.

Attachment3.c: TOPS_Sudbury Foundation Grant.slides (5540

Packet Pg. 57

What is TOPSoccer?



3.c

- TOPSoccer (The Outreach Program for Soccer) is a community based program from US Youth Soccer that is designed to meet the needs of children and young adults that have physical, visual, and/or intellectual disabilities.
- The program is geared towards player development rather than for competition.
- TOPSoccer includes:
 - Buddies - Each participant is assigned a trained, volunteer “buddy” who works with the player
 - A curriculum is adapted to players with special needs
 - Player groupings by ability not just age so they can develop at

Attachment3.c: TOPS_Sudbury Foundation Grant.slides (5540

Packet Pg. 58

Sudbury Steps Up



In Fall 2022 Sudbury Youth Soccer Coordinators started a TOPSoccer program

- Active roster includes:
 - 25 TOPS athletes
 - Estimate was 10-15!!!
 - Anticipate larger numbers in the future
 - 35 Buddies (Junior Coaches)
 - Crucial to the success of the program
 - 5 Adult Volunteers
- Success Stories
 - Parent was able to see 8th grade children participate in sports for the first time
 - Mother able to hand over care of child for first time and was able to relax
 - Buddy-Athlete bonds are a game changer

Positive Impact – TOPS Sudbury



3.c

- Athletes get to experience a team sport
- Parents intermingle with other families that have had similar experiences
 - Get to relax and enjoy watching the athletes perform
- Buddies learn to work with adaptive athletes and form greater appreciation for people with different abilities
- There is a large population of athletes in the community that benefit from the program

*Everyone benefits
from adaptive
programs*

Packet Pg. 60

Typical TOPSoccer Sudbury Session



- TOPSoccer Sudbury utilizes a dedicated format for its sessions
- Each athlete is assigned one or more buddies depending on their individual needs
- Emphasis is on skill building and participation
- Equipment plays a central role to the success of the activities



TOPSoccer Sudbury 2022



3.c

- A GREAT start
- 3 stations:
 - Bowling pins
 - Obstacle Course Equipment
 - Agility ladder, stakes, hurdles
 - Small goals
- Other Equipment
 - Giant Parachute, adaptive balls, wheelchair bumper
- All players attend a single session, enhancing the camaraderies of being part of a team
- TOPSoccer is presently run at Cutting Field out of the back of a volunteer's 2003 pickup truck as there is no permanent storage for Sudbury Soccer like at Haskell Field

Attachment3.c: TOPS_Sudbury Foundation Grant.slides (5540

Packet Pg. 62

TOPS Sudbury Program – Present Storage



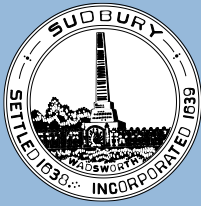
TOPSoccer Sudbury 2023 and Beyond



- New equipment will allow for additional stations to be added to the rotation enhancing the experience for the players
- More stations would increase the total number of athletes in the program
- Shed will allow for a permanent storage solution for the equipment
- Instructional videos will help with new athlete and buddy training
- Professional assistance to enhance the program
 - Coaching
 - Physical Therapy

Thank You For Your Consideration.





SUDBURY SELECT BOARD
Tuesday, November 1, 2022

MISCELLANEOUS (UNTIMED)

4: Discussion on proposed Housing Trust bylaw revisions

REQUESTOR SECTION

Date of request:

Requestor: Chair Russo

Formal Title: Discussion and possible vote on proposed Housing Trust bylaw revisions.

Recommendations/Suggested Motion/Vote:

Background Information:
attached documents

Financial impact expected:

Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

Select Board Office	Pending
Town Manager's Office	Pending
Town Counsel	Pending
Select Board	Pending
Select Board	Pending

11/01/2022 7:00 PM

From: Lee S. Smith <LSmith@k-plaw.com>
Sent: Friday, October 28, 2022 7:55 AM
To: Bilodeau, Maryanne <BilodeauM@sudbury.ma.us>
Subject: FW: Affordable Housing Trust Bylaw

Maryanne,

In response to Dan Carty's questions (copied below) regarding the Affordable Housing Trust's Declaration of Trust and proposed new general by-law, I reviewed my prior correspondence and materials previously provided in January, 2022. By way of review, my opinion to the Select Board dated January 7, 2022 (attached) opined that the current Declaration of Trust includes limitations on the Housing Trust that are not permitted by G.L. c. 44, s. 55C. My further opinion stated that this issue can be resolved with the adoption of a general by-law that includes such limitations or other variations from that which is permitted by the statute.

I prepared a proposed form of by-law (first attachment) and also a comparison of the proposed by-law to the current trust (second attachment). What is redlined in the comparison document is language from the Declaration of Trust that is not included in draft by-law because it is unnecessary and/or may hinder the Trust's future actions on basically ministerial matters. (See my e-mail dated 1/7/22 below).

I have not proposed nor been asked to make any revisions to the current Declaration of Trust. I agree with Dan that adopting a by-law that is consistent with the current Declaration of Trust is essentially a "housekeeping" matter.

By way of process, if Town meeting votes to adopt the new by-law, it will be submitted for review by the Attorney General's office. Once approved, it will become a general by-law of the Town and the discrepancies between the Declaration and the statute will have been resolved. Unless there is a desire to modify the Declaration, no amendment to the Declaration is necessary.

Please let me know if I can be of further assistance.

-Lee

Lee S. Smith, Esq.

KP | LAW

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Attachment4.a: LSmith_email_10.28.22 (5543 : Discussion on proposed Housing Trust bylaw revisions)

From: Carty, Daniel <cartyd@sudbury.ma.us>

Sent: Wednesday, October 26, 2022 9:45 AM

To: Bilodeau, Maryanne <BilodeauM@sudbury.ma.us>; Russo, Charlie <RussoC@sudbury.ma.us>

Subject: Housing Trust item from last night

Good morning - Just to clarify / restate my concerns last night with the Housing trust item - my questions are in **bold** below:

- In Adam's memo dated Sept 21 it states "The proposed amendments to the Declaration of Trust had been agreed upon by both the Select Board and the Housing Trust...". I certainly may be wrong, and will continue to look at the history of this, but I do not recall ever discussing changes to the Declaration. **If anyone has history on this discussion can you please educate me?** It will save me some hunting if you have it handy. Regardless, let's press on....

- We had received a legal opinion from KP Law on July 7 2021 that concludes: *"In my opinion, the requirement of Select Board approval before the Trustees may exercise the above-referenced powers is unenforceable, as is the requirement of Town Meeting approval for borrowing, mortgaging or pledging more than current Trust assets. Such requirements would be permissible, however, if set forth in a by-law approved by Town Meeting. In my further opinion, the Trustees of the Housing Trust have the authority pursuant to the Statute to exercise these enumerated powers and those set forth in the Statute without the prior approval of the Select Board or Town Meeting."* Thus, based on what I underlined, I thought we were going to create a bylaw that essentially enforced the existing Declaration of Trust and the will of Town meeting from 2006. I wasn't aware that we were also going to submit an updated Declaration. Again, let's press on....

- The revisions to the Declaration really seem to be mostly deletions, some of which now make up the new bylaw. The two exceptions seem to be the dissolution of the interim trust and the appointment, terms, and meeting expectations of the Trustees. **Is it safe to assume that the interim Trust has legally been dissolved and will not resurface at any point in the future? Also, what now is the 'book of record' for the appointment method, terms, what to do if there is a vacancy, etc.? Is that all covered by the statement in the beginning of the bylaw "...and authorized the establishment of a Housing Trust pursuant to the provisions of Massachusetts General Laws Chapter 44, Section 55C." ?** Related to all of this, should there be some reference in the new declaration that this Declaration replaces the old one ?

-Last but not least I just want to make sure we get the timing of this all correct. My assumption, again, and likely flawed, was this was a simple housekeeping item whereas the Bylaw would support the previously filed Declaration. Now we will do a bylaw and a declaration and I just want to make sure they go in the right order. **Can you lay out a simple order of operations for me? For example, we pass the bylaw in May, it then gets submitted to the State for approval, meanwhile the Declaration gets submitted _____.** We are going to have to be ready to tell this story at Town Meeting anyways!

The moral of the story here is I just want assurance that we don't have to redo this again sometime down the road, and that this can be presented to Town Meeting as the simple housekeeping item that I think that it is (understanding of course the amount of work that has gone into this!).

Thanks

Dan Carty

Attachment4.a: LSmith_email_10.28.22 (5543 : Discussion on proposed Housing Trust bylaw revisions)

From: Lee S. Smith
Sent: Friday, January 7, 2022 3:19 PM
To: 'Carty, Daniel' <cartyd@sudbury.ma.us>; Dretler, Janie <DretlerJ@sudbury.ma.us>; Hayes, Henry <HayesH@sudbury.ma.us>; Duchesneau, Adam <DuchesneauA@sudbury.ma.us>; 'cjhowe@aol.com' <cjhowe@aol.com>; 'Elizabeth Rust' <liz@rhsousing.org>
Cc: Silverstein, Jonathan <SilversteinJ@sudbury.ma.us>; 'Bilodeau, Maryanne' <BilodeauM@sudbury.ma.us>
Subject: Affordable Housing Trust Bylaw

All,

Attached please find a draft warrant article for the affordable housing trust bylaw. The bylaw is substantially the same text as the existing Declaration of Trust with the exception of certain sections that are not necessary to be included in the bylaw. For example, provisions regarding appointment of and meetings of trustees are not required to be in the bylaw and any change to those provisions would require a Town Meeting approved amendment to the bylaw. By excluding those provisions from the bylaw, amendments in those subject areas may be made to the Declaration of Trust without Town Meeting approval. For your convenience, I have also attached the Declaration of Trust and redlined the sections that are not included in the bylaw.

Please let me know if you have any questions or if I can be of further assistance.

-Lee

Lee S. Smith, Esq.

KP | LAW

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F: (617) 654 1735
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Attachment4.a: LSmith_email_10.28.22 (5543 : Discussion on proposed Housing Trust bylaw revisions)

From: [Duchesneau, Adam](#)
To: [Golden, Patricia](#)
Cc: [Bilodeau, Maryanne](#)
Subject: RE: Reminder re Updates to Housing Trust Bylaw
Date: Thursday, September 29, 2022 10:46:21 AM
Attachments: [KP-#794875-v1-SUDB- Draft Warrant Article- Housing Trust Bylaw.DOCX](#)
[KP-#794918-v1-SUDB- Declaration of Trust vs New Bylaw.DOC](#)
[Housing Trust Minutes 220414.pdf](#)

Hello Patty,

Yes, the attached documents you sent over are consistent with what I have as the most recent documents.

I have also attached the Housing Trust minutes from April 14, 2022 where Housing Trust voted to recommend to the Select Board the approval of the new proposed local Housing Trust bylaw (attached documents) as drafted.

Please let me know if you have any questions. Thank you.

Adam

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

From: Golden, Patricia <GoldenP@sudbury.ma.us>
Sent: Thursday, September 29, 2022 10:22 AM
To: Duchesneau, Adam <DuchesneauA@sudbury.ma.us>
Cc: Bilodeau, Maryanne <BilodeauM@sudbury.ma.us>
Subject: RE: Reminder re Updates to Housing Trust Bylaw

Good morning Adam,

The Select Board plans to address this at their next meeting on 10/11.

Attached the latest documents we have from KP Law. I've been asked to provide the latest redline copy from Counsel.

Do you agree these are the most recent?

Thanks very much.

Patty Golden
 Senior Admin. Assistant to the Town Manager
 Town of Sudbury
 278 Old Sudbury Road
 Sudbury, MA 01776
 Ph: 978-639-3382
 Fax: 978-443-0756
www.sudbury.ma.us

Office Hours:

Mon, Wed, Thur 8:30 am – 5:00 pm
Tues 8:30 am – 7:00 pm
Fri 8:30 am – 12:30 pm

The Secretary of State's office has determined that most e-mails to and from municipal offices and officials are public records. Consequently, confidentiality should not be expected.

From: Duchesneau, Adam
Sent: Wednesday, September 21, 2022 11:38 AM
To: Select Board <SelectBoard@sudbury.ma.us>
Cc: Town Manager <townmanager@sudbury.ma.us>
Subject: Reminder re Updates to Housing Trust Bylaw

Members of the Select Board,

At one of their recent past meetings, the members of the Housing Trust asked our office to remind your Board of the proposed amendments to the Housing Trust Bylaw (the Declaration of Trust) which were discussed back in the winter and spring of 2022. As you recall, these discussions involved not only the Select Board and Housing Trust, but also Town Counsel. The proposed amendments to the Declaration of Trust had been agreed upon by both the Select Board and the Housing Trust, but there was not enough time to advance them to the May 2022 Annual Town Meeting.

As we enter budget season and begin preparations for the May 2023 Annual Town Meeting, the Housing Trust members wanted our office to send a reminder about this so the matter could begin being tracked by your Board for the Annual Town Meeting in 2023.

Please let me know if you have any questions. Thank you.

Adam

Adam L. Duchesneau, AICP (he/him/his)
Director of Planning & Community Development
Town of Sudbury | Flynn Building, 278 Old Sudbury Road | Sudbury, MA 01776
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**ARTICLE [1. AMEND GENERAL BYLAWS –
AFFORDABLE HOUSING TRUST BYLAW**

To see if the Town will vote to amend the Town of Sudbury General Bylaws to adopt the Sudbury Housing Trust Bylaw by inserting a new article XXVIII therein, as follows, or act on anything relative thereto.

SUDBURY HOUSING TRUST BYLAW

Pursuant to a vote on Article 33 of the 2006 Annual Town Meeting, the Town accepted the provisions of Massachusetts General Laws Chapter 44, Section 55C and authorized the establishment of a Housing Trust pursuant to the provisions of Massachusetts General Laws Chapter 44, Section 55C.

SECTION 1. PURPOSE OF TRUST

The purpose of the Trust shall be to provide for the preservation and creation of affordable housing in the Town of Sudbury for the benefit of low and moderate income households.

SECTION 2. POWERS OF TRUSTEES

The Trustees shall have the following powers which shall be carried out in accordance with and in furtherance of the provisions of M.G.L. Chapter 44, Section 55C (Municipal Affordable Housing Trust Fund) as outlined below except that the Trustees shall have no ability to borrow money, or mortgage or pledge Trust assets, purchase, sell, lease, exchange, transfer or convey any interest in real property without prior approval of the Select Board:

- 1) to accept and receive real property, personal property or money, by gift, grant, contributions, devise, or transfer from any person, firm, corporation or other public entity or organization or tendered to the Trust in connection with provisions of any ordinance or by-law or any General Law or Special Act of the Commonwealth or any other source including money from M.G.L Chapter 44B (Community Preservation Act);
- 2) with Select Board approval from Trustee recommendation, to sell, lease, exchange, transfer or convey any personal, mixed, or real property at public auction or by private contract for such consideration and on such terms as to credit or otherwise, and to make such contracts and enter into such undertaking relative to Trust property as the Trustees deem advisable notwithstanding the length of any such lease or contract;
- 3) to execute, acknowledge, and deliver deeds, assignments, transfers, pledges, leases, covenants, contracts, promissory notes, releases and other instruments sealed or unsealed, necessary, proper or incident to any transaction in which the Trustees engage for the accomplishment of the purposes of the Trust;

- 4) with Select Board approval from Trustee recommendation, to borrow money on such terms and conditions and from such sources as the Trustees deem advisable, to mortgage and pledge Trust assets as collateral; to the extent of the Trust's assets, and subject to 2/3 vote at any Annual or Special Town Meeting for greater than the extent of the Trust's assets.
- 5) to construct, manage or improve real property; and to abandon any property which the Trustees determine not to be worth retaining;
- 6) with Select Board approval from Trustee recommendation, to purchase and retain real or personal property, including without restriction investments that yield a high rate of income or no income;
- 7) to hold all or part of the Trust property uninvested for such purposes and for such time as the Trustees may deem appropriate;
- 8) to become the lottery and monitoring agent for affordable housing and accept compensation for those services into the Fund;
- 9) to monitor the expiring use of any affordable housing in Sudbury;
- 10) to compensate Town employees for services provided as authorized by the Town Manager, including but not limited to dedicated staff to Trustees, engineering support for project specific activities, and other Town services, as requested by the Trustees to the Town Manager;
- 11) to employ advisors and agents, including but not limited to accountants, appraisers and lawyers as the Trustees deem necessary;
- 12) to pay reasonable compensation and expenses to all advisors and agents and to apportion such compensation between income and principal as the Trustees deem advisable;
- 13) to participate or join or form a partnership, corporation or any other legally organized entity to accomplish the purposes of this Trust and to participate in any reorganization, recapitalization, merger or similar transactions; and to give proxies or powers of attorney with or without power of substitution to vote any securities or certificates of interest; and to consent to any contract, lease, mortgage, purchase or sale of property, by or between any corporation, and any other corporation, person or entity;
- 14) to apportion receipts and charges between incomes and principal as the Trustees deem advisable, to amortize premiums and establish sinking funds for such purpose, and to create reserves for depreciation depletion or otherwise;
- 15) to deposit any security with any protective reorganization committee, and to delegate to such committee such powers and authority with relation thereto as the Trustees may deem proper and to pay, out of Trust property, such portion of expenses and compensation of such committee as the Trustees may deem necessary and appropriate;
- 16) to carry property for accounting purposes other than acquisition date values;
- 17) to make distributions or divisions of principal in kind;

- 18) to extend the time for payment of any obligation to the Trust;
- 19) to establish criteria and/or qualifications for recipients and expenditures in accordance with Trust's stated purposes;
- 20) to compromise, defend, enforce, release, settle or otherwise adjust claims in favor or against the Trust, including claims for taxes, and to accept any property, either in total or partial satisfaction of any indebtedness or other obligation, and subject to the provisions of this act, to continue to hold the same for such period of time as the Trustees may deem appropriate;

Notwithstanding anything to the contrary herein, Select Board approval shall be required for any of the following actions:

- a) to purchase real or personal property;
- a) to sell, lease, exchange, transfer or convey any personal, mixed, or real property; and
- b) to borrow money, or to mortgage or pledge Trust assets as collateral to the extent of the Trust's assets.

Notwithstanding anything to the contrary herein, the Trustees may not borrow, mortgage or pledge greater than the current Trust assets unless approved by the Select Board and by a 2/3 vote at any Annual or Special Town Meeting.

The Trustees shall have full power and authority, at any time and from time to time and without the necessity of applying to any court for leave to do so, to expend the 100% of the Trust funds, both principal and interest, to the extent that all funds hereunder may be expended if the Trustees deem such expenditure appropriate. All expenditures shall be made in conformance with the terms of this Trust and M.G.L. Chapter 44, Section 55C.

SECTION 3. ACTS OF TRUSTEES

A majority of Trustees may exercise any or all of the powers of the Trustees hereunder and may execute on behalf of the Trustees any and all instruments with the same effect as though executed by all the Trustees. No Trustee shall be required to give bond. No license of court shall be required to confirm the validity of any transaction entered into by the Trustees with respect to the Trust Estate.

SECTION 4. TREASURER/COLLECTOR AS CUSTODIAN

The Town of Sudbury Treasurer/Collector shall be the custodian of the Trust's funds and shall maintain separate accounts and records for said funds.

He or she shall invest the funds in the manner authorized by M.G.L Chapter 44, Section 55 (Public Funds on Deposit; Limitations; Investments,) Section 55A, (Liability of Depositor for Losses Due to Bankruptcy), Section 55B (Investment of Public Funds).

Any income or proceeds received from the investment of funds shall be credited to and become part of the Trust.

Expenditures by the Trust shall be processed through the warrant but shall be controlled by the provisions of M.G.L. Chapter 44, Section 55C. The yearly approved budget, and any approved budget revisions will be recorded by the Town Treasurer/Collector.

As custodian, the Treasurer/Collector shall issue checks as directed by the Trustees.

In accordance with M.G.L. Chapter 44, Section 55C (Municipal Affordable Housing Trust Fund), the books and records of the Trust shall be audited annually by an independent auditor in accordance with accepted accounting practices. The Trust shall be audited as part of the Town audit.

SECTION 5. DURATION OF THE TRUST

This Trust shall continue so long as authorized under the Laws of the Commonwealth of Massachusetts. Notwithstanding the foregoing, The Trust may be terminated by a majority vote of the Town Meeting in accordance with M.G.L. Chapter 4, Section 4B, provided that an instrument of termination together with a certified copy of the Town Meeting vote are duly recorded with the Middlesex South District Registry of Deeds and the Land Court. Upon termination of the Trust, subject to the payment of or making provisions for the payment of all obligations and liabilities of the Trust and the Trustees, the net assets of the Trust shall be transferred to the Town and held by the Select Board for affordable housing purposes. In making any such distribution, the Trustees may, subject to the approval of the Select Board, sell all or any portion of the Trust property and distribute the net proceeds thereof or they may distribute any of the assets in kind. The powers of the Trustees shall continue until the affairs of the Trust are concluded.

SECTION 6. RECORDING

A Declaration of Trust and any amendments thereto shall be recorded with the Middlesex South District Registry of Deeds and the Land Court.

SECTION 7. AMENDMENTS

The Declaration of Trust may be amended from time to time except as to those provisions specifically required under M.G.L. Chapter 44, Section 55C, by an instrument in writing signed by all of the Trustees and approved at a meeting called for that purpose, and approved by the Select Board provided that in each case, a certificate of amendment has been recorded with the Middlesex South District Registry of Deeds and the Land Court.

SECTION 8. RECORD TO BE CONCLUSIVE, CERTIFICATE AS TO FACTS

Every contract, deed, mortgage, lease and other instrument executed by a majority of the Trustees as appears from instruments or certificates recorded with the Registry of Deeds and Land Registration Office to be Trustees hereunder shall be conclusive evidence in favor of any person relying thereon or claiming thereunder, that at the time of the delivery thereof this Trust was in full force and effect and that the execution and delivery of such instrument was duly authorized by the Trustees except that instruments of amendment pursuant to Section 7 and an instrument of termination pursuant to Section 5 hereof shall be conclusive only if it appears that the delegations, amendments or termination have been executed by all of the Trustees. Any

person dealing with the Trust property or the Trustees may always rely on a certificate signed by any person appearing from instruments or certificates so recorded to be Trustee hereunder as to the identity of the then current Trustees or as to the existence or non-existence of any fact or facts which constitute conditions precedent to acts by the Trustees or in any other manner germane to the affairs of the Trust.

DRAFT

(Declaration of Trust)
SUDBURY HOUSING TRUST

ARTICLE II PURPOSE OF TRUST

The purpose of the Trust shall be to provide for the preservation and creation of affordable housing in the Town of Sudbury for the benefit of low and moderate income households.

ARTICLE III POWERS OF TRUSTEES

The Trustees shall have the following powers which shall be carried out in accordance with and in furtherance of the provisions of M.G.L. Chapter 44, s 55C (Municipal Affordable Housing Trust Fund) as outlined below except that it shall have no ability to borrow money, or mortgage or pledge Trust assets, purchase, sell, lease, exchange, transfer or convey any interest in real property without prior approval of the Sudbury Board of Selectmen:

- 1) to accept and receive real property, personal property or money, by gift, grant, contributions, devise, or transfer from any person, firm, corporation or other public entity or organization or tendered to the Trust in connection with provisions of any ordinance or by-law or any General Law or Special Act of the Commonwealth or any other source including money from M.G.L Chapter 44B (Community Preservation);
- 2) with Board of Selectmen approval from Trustee recommendation, to sell, lease, exchange, transfer or convey any personal, mixed, or real property at public auction or by private contract for such consideration and on such terms as to credit or otherwise, and to make such contracts and enter into such undertaking relative to Trust property as the Trustees deem advisable notwithstanding the length of any such lease or contract;
- 3) to execute, acknowledge and deliver deeds, assignments, transfers, pledges, leases, covenants, contracts, promissory notes, releases and other instruments sealed or unsealed, necessary, proper or incident to any transaction in which the Trustees engage for the accomplishment of the purposes of the Trust;
- 4) with Board of Selectmen approval from Trustee recommendation, to borrow money on such terms and conditions and from such sources as the Trustees deem advisable, to mortgage and pledge Trust assets as collateral; to the extent of the Trust's assets, and subject to 2/3 vote at any Annual or Special Town Meeting for greater than the extent of the Trust's assets.
- 5) to construct, manage or improve real property; and to abandon any property which the Trustees determine not to be worth retaining;
- 6) with Board of Selectmen approval from Trustee recommendation, to purchase and retain real or personal property, including without restriction investments that yield a high rate of income or no income;

Deleted: THIS DECLARATION OF TRUST is executed the fifteenth (15th) day of February, 2007 by Lawrence W O'Brien, member of the Board of Selectmen; Michael C. F Chairman of the Planning Board; Amy Lepak, Chairman, Community Housing Committee; and Christopher Morely : L. N. Reed, Co- Chairmen of the Community Preservation Committee, hereinafter called the Temporary Trustees, who serve in such capacity pursuant to the provisions of M.G.L 44, s 55C until the permanent Trustees are appointed pursuant to Article IV hereunder. ¶

WHEREAS, The Town Meeting of Sudbury has authorized establishment of a Housing Trust pursuant to the provision M.G.L. Chapter 44, s 55C; and¶

WHEREAS, An Interim Trust was established on October to provide an interim mechanism for collecting funds and expenses in accordance with the purpose and intent of the legislation pending the adoption of final Trust documents; WHEREAS, It is the intention of the Trustees, to establish comprehensive trust in accordance with the provisions of M Chapter 44, s 55C authorizing the establishment of thereof; WHEREAS, All monies received by the Interim Trust shall transferred to this final Trust for all purposes relevant to the and the entire Housing Trust Fund (the Fund) shall be cons available for the purposes of accomplishing the mission of for the preservation and creation of affordable housing in the of Sudbury for the benefit of low and moderate income households; **THEREFORE**, in consideration of the agreements contained in Trust, and the requirements of M.G.L. Chapter 44, s 55C, the Trustees hereby acknowledge and agree for themselves and successors in trust to hold the same, together with such other property and funds as may be added thereto, for the purposes in trust for the benefit of all of the Inhabitants of the Town of Sudbury, in the manner and under the terms and conditions herein.¶

ARTICLE I . TRUSTEES ¶

The Trustees shall be appointed in accordance with Article to replace the Temporary Trustees established and appointed in the first paragraph of this document.¶

Attachment4.d: KP-#794918-v1-SUDB- Declaration_of_Trust_vs_New_Bylaw (1) (5543 : Discussion on proposed Housing Trust bylaw

- 7) to hold all or part of the Trust property uninvested for such purposes and for such time as the Trustees may deem appropriate; and
- 8) to become the lottery and monitoring agent for affordable housing and accept compensation for those services into the Fund,
- 9) to monitor the expiring use of any affordable housing in Sudbury;
- 10) to compensate Town employees for services provided as authorized by the Town Manager, including but not limited to dedicated staff to Trustees, engineering support for project specific activities, and other Town services, as requested by the Trustees to the Town Manager;
- 11) to employ advisors and agents, including but not limited to accountants, appraisers and lawyers as the Trustees deem necessary;
- 12) to pay reasonable compensation and expenses to all advisors and agents and to apportion such compensation between income and principal as the Trustees deem advisable;
- 13) to participate or join or form a partnership, corporation or any other legally organized entity to accomplish the purposes of this Trust and to participate in any reorganization, recapitalization, merger or similar transactions; and to give proxies or powers of attorney with or without power of substitution to vote any securities or certificates of interest; and to consent to any contract, lease, mortgage, purchase or sale of property, by or between any corporation, and any other corporation, person or entity,
- 14) to apportion receipts and charges between incomes and principal as the Trustees deem advisable, to amortize premiums and establish sinking funds for such purpose, and to create reserves for depreciation depletion or otherwise;
- 15) to deposit any security with any protective reorganization committee, and to delegate to such committee such powers and authority with relation thereto as the Trustees may deem proper and to pay, out of Trust property, such portion of expenses and compensation of such committee as the Trustees may deem necessary and appropriate;
- 16) to carry property for accounting purposes other than acquisition date values;
- 17) to make distributions or divisions of principal in kind;
- 18) to extend the time for payment of any obligation to the Trust,
- 19) to establish criteria and/or qualifications for recipients and expenditures in accordance with Trust's stated purposes;
- 20) to compromise, defend, enforce, release, settle or otherwise adjust claims in favor or against the Trust, including claims for taxes, and to accept any property, either in total or partial satisfaction of any indebtedness or other obligation, and subject to the provisions of this act, to continue to hold the same for such period of time as the Trustees may deem appropriate;

Notwithstanding anything to the contrary herein, Board of Selectmen approval shall be required for any of the following actions:

- a) to purchase real or personal property;
- a) to sell, lease, exchange, transfer or convey any personal, mixed, or real property; and
- b) to borrow money, or to mortgage or pledge Trust assets as collateral to the extent of the Trust's assets.

Notwithstanding anything to the contrary herein, the Trustees may not borrow, mortgage or pledge greater than the current Trust assets unless approved by the Board of Selectmen and by a 2/3 vote at any Annual or Special Town Meeting.

The Trustees shall have full power and authority, at any time and from time to time and without the necessity of applying to any court for leave to do so, to expend the 100% of the Trust funds, both principal and interest, to the extent that all funds hereunder may be expended if the Trustees deem such expenditure appropriate. All expenditures shall be made in conformance with the terms of this Trust and M.G.L. Chapter 44, s 55C.

ARTICLE VI ACTS OF TRUSTEES

A majority of Trustees may exercise any or all of the powers of the Trustees hereunder and may execute on behalf of the Trustees any and all instruments with the same effect as though executed by all the Trustees. No Trustee shall be required to give bond. No license of court shall be required to confirm the validity of any transaction entered into by the Trustees with respect to the Trust Estate.

ARTICLE VII TREASURER/COLLECTOR AS CUSTODIAN

The Town of Sudbury Treasurer/Collector shall be the custodian of the Trust's funds and shall maintain separate accounts and records for said funds.

He or she shall invest the funds in the manner authorized by M.G.L Chapter 44, s 55 (Public Funds on Deposit; Limitations; Investments,) s 55A, (Liability of Depositor for Losses Due to Bankruptcy), s 55B (Investment of Public Funds).

Any income or proceeds received from the investment of funds shall be credited to and become part of the Trust.

Expenditures by the Trust shall be processed through the warrant but shall be controlled by the provisions of M.G.L. Chapter 44, s.55C. The yearly approved budget, and any approved budget revisions will be recorded by the Town Treasurer/Collector.

As custodian, the Treasurer/Collector shall issue checks as directed by the Trustees.

In accordance with M.G.L. Chapter 44, s.55C (Municipal Affordable Housing Trust Fund), the books and records of the Trust shall be audited annually by an independent auditor in accordance with accepted accounting practices. The Trust shall be audited as part of the Town audit.

ARTICLE VIII DURATION OF THE TRUST

Deleted: ARTICLE IV . APPOINTMENT AND TENURE OF TRUSTEES¶

There shall be a Board of Trustees consisting of not less than five (5) and not more than nine Trustees appointed by the Board of Selectmen. At least one of the Trustees shall be a member of the Board of Selectmen, who shall serve as the representative of the Board of Selectmen.¶

The Trustees shall be appointed for a two (2) year term, such term shall end on April 30 of the expiration year or until such time as a successor is appointed, should said appointment be delayed. The initial Trustee appointments shall be for a term of one (1) year and may be re-appointed at the discretion of the Board of Selectmen. Any Trustee may resign by written instrument signed and acknowledged by such Trustee and duly filed with the Town Clerk.¶

In the event of a vacancy in the position of Trustee, the appointment shall be made in the same manner as the original appointment. All Trustees must be current residents of Sudbury upon initial appointment. Any Trustee who ceases to be a resident of the Town of Sudbury shall promptly provide a written notification of change in residence to the Trust and to the Town Clerk. Such Trustee may continue to serve with the approval of the remaining Trustees, and may be reappointed by the Board of Selectmen. Any Trustee may resign by written instrument signed and acknowledged by such Trustee and duly filed with the Town Clerk. If a Trustee shall die, resign, or for any other reason cease to serve as a Trustee hereunder before his/her term of office expires, a successor shall be appointed by the Board of Selectmen to fill such vacancy, provided that in each case the said appointment and acceptance of such appointment shall be required so long as there are five (5) Trustees in office. Upon the appointment of any succeeding Trustee and the filing of such appointment the title to the Trust estate shall be conveyed to the Trustee so appointed and the Trustee so succeeding Trustee jointly with the remaining Trustees.¶

ARTICLE V . MEETINGS OF THE TRUSTEES¶

The Trust shall meet at least quarterly at such time and place as the Trustees shall determine. Special meetings may be called by the Chairperson or by any two (2) Trustees. Notice of any meeting of the Trust shall be filed with the Town Clerk and posted in accordance with the Open Meeting Law, M.G.L. Chapter 309A, s 23B and 23C.¶

A quorum of the Board of Trustees shall be the majority of the number of authorized Trustees.¶

The Trustees shall annually elect one (1) Trustee who shall serve as Chairperson of the Board of Selectmen to serve as Chairperson of the Trust. The Chairperson may establish sub-committees and/or ad hoc related committees to carry out the purposes of the Trust. Chairpersons of the sub-committees may be selected by the members of the sub-committees.¶

If any Trustee is absent from five (5) consecutive regularly scheduled meetings of the Trust, except in the case of illness, the position shall be deemed vacant and shall be filled with a new Trustee appointment as set forth above.¶

This Trust shall continue so long as authorized under the Laws of the Commonwealth of Massachusetts. Notwithstanding the foregoing, The trust may be terminated by a majority vote of the Town Meeting in accordance with M.G.L. Chapter 4, s 4B, provided that an instrument of termination together with a certified copy of the Town Meeting vote are duly recorded with the Middlesex South District Registry of Deeds and the Land Court. Upon termination of the Trust, subject to the payment of or making provisions for the payment of all obligations and liabilities of the Trust and the Trustees, the net assets of the Trust shall be transferred to the Town and held by the Board of Selectmen for affordable housing purposes. In making any such distribution, the Trustees may, subject to the approval of the Board of Selectmen, sell all or any portion of the Trust property and distribute the net proceeds thereof or they may distribute any of the assets in kind. The powers of the Trustees shall continue until the affairs of the Trust are concluded.

ARTICLE X RECORDING

This Declaration of Trust shall be recorded with the Middlesex South District Registry of Deeds and the Land Court.

ARTICLE XI AMENDMENTS

The Declaration of Trust may be amended from time to time except as to those provisions specifically required under M.G.L. Chapter 44, s 5C, by an instrument in writing signed by all of the Trustees and approved at a meeting called for that purpose, and approved by the Board of Selectmen provided that in each case, a certificate of amendment has been recorded with the Middlesex South District Registry of Deeds and the Land Court.

ARTICLE XII RECORD TO BE CONCLUSIVE, CERTIFICATE AS TO FACTS

Every contract, deed, mortgage, lease and other instrument executed by a majority of the Trustees as appears from instruments or certificates recorded with the Registry of Deeds and Land Registration Office to be Trustees hereunder shall be conclusive evidence in favor of any person relying thereon or claiming thereunder, that at the time of the delivery thereof this Trust was in full force and effect and that the execution and delivery of such instrument was duly authorized by the Trustees except that instruments of amendment pursuant to Article XI and an instrument of termination pursuant to Article VIII hereof shall be conclusive only if it appears that the delegations, amendments or termination have been executed by all of the Trustees. Any person dealing with the Trust property or the Trustees may always rely on a certificate signed by any person appearing from instruments or certificates so recorded to be Trustee hereunder as to the identity of the then current Trustees or as to the existence or non-existence of any fact or facts which constitute conditions precedent to acts by the Trustees or in any other manner germane to the affairs of the Trust.

Deleted: ARTICLE IX CONSTRUCTION OF TERMS
 In the construction hereof, whether or not so expressed, w in the singular or in the plural respectively include both the and singular, words denoting males include females and w denoting persons include individuals, firms, associations, c trusts and corporations unless a contrary intention is to be i from or required by the subject matter or context. All the f and provisions of the Trust herein contained shall take effe construed according to the laws of the Commonwealth of Massachusetts.¶
 Reference to the Trustee shall mean the Trustee or Trustee: time being hereunder. ¶

Deleted: ARTICLE XIII TERMINATION OF INTERI TRUST¶
 The Interim Trust is hereby terminated and all assets and li shall be transferred to the Trustees hereunder pursuant to tl the April 2006 vote of the Sudbury Annual Town Meeting M.G.L. Chapter 44, s 55C.¶
Deleted: ARTICLE XIV TITLES¶
 The titles to the various Articles herein are for convenienc are not to be considered part of said Articles nor shall they meaning or the language of any such article.¶
 -----Page Break-----
 ¶
 IN WITNESS WHEREOF the said Trustees have hereunto hands and seals on the day and year first hereinabove set f
 ¶

 Lawrence W. O'Brien¶
 ¶

 Michael C. Fee¶
 ¶

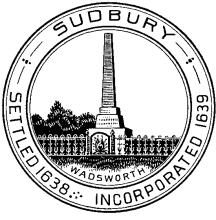
 Amy Lepak¶
 ¶

 Christopher Morely¶
 ¶

 Tara L. N. Reed¶
 -----Page Break-----
 ¶
 COMMONWEALTH OF MASSACHUSETTS¶
 ¶
 MIDDLESEX, SS. _____, 2
 ¶
 On this _____ day of _____, 2007, before n undersigned notary public, personally appeared the above-i Lawrence W. O'Brien, proved to me through satisfactory e of identification, which was personal knowledge, to be the whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its sta purpose.¶
 ¶

 Jody A. Kablack, Notary Public¶
 My commission expires January 22, 2010¶
 ¶
 COMMONWEALTH OF MASSACHUSETTS¶
 ¶
 MIDDLESEX, SS. _____, 2007¶
 ¶
Deleted: My commission expires January 22, 2010

Attachment4.d: KP-#794918-v1-SUDB- Declaration of Trust vs New Bylaw (1) (5543 : Discussion on proposed Housing Trust bylaw



Town of Sudbury

Housing Trust

HousingTrust@sudbury.ma.us

www.sudbury.ma.us/housingtrust

Flynn Building
278 Old Sudbury Road
Sudbury, MA 01776
978-639-3387
Fax: 978-639-3314

MINUTES

APRIL 14, 2022 AT 8:00 AM

VIRTUAL MEETING

Housing Trust Members Present: Chair Cynthia Howe, Vice Chair John Riordan, Kelley Cronin, Janie Dretler, Carmine Gentile, and Karl Pops

Housing Trust Members Absent: Robert Hummel and Susan Scotti

Others Present: Director of Planning and Community Development Adam Duchesneau, Director of the Regional Housing Services Office (RHSO) Liz Rust, and Liz Valenta from the Regional Housing Services Office

Ms. Howe called the meeting to order at 8:02 AM.

1. Minutes: Approve Meeting Minutes of March 10, 2022, if presented

Ms. Cronin made a motion to approve the minutes of March 10, 2022. Mr. Gentile seconded the motion. Roll Call Vote: Ms. Howe – Aye, Mr. Riordan – Aye, Ms. Cronin – Aye, Ms. Dretler – Aye, Mr. Gentile – Aye, and Mr. Pops – Aye.

2. Financial Update

- Vote to Ratify the FY22 February Transactions

Ms. Rust provided a brief overview of what the transactions entailed.

Ms. Cronin made a motion to ratify the FY22 February Transactions. Ms. Dretler seconded the motion. Roll Call Vote: Ms. Howe – Aye, Mr. Riordan – Aye, Ms. Cronin – Aye, Ms. Dretler – Aye, Mr. Gentile – Aye, and Mr. Pops – Aye.

At this time Ms. Rust left the meeting.

3. Sudbury Housing Trust – Draft Bylaw

Ms. Howe noted the Housing Trust needed to report back to the Select Board regarding the proposed new bylaw. She indicated the proposed new bylaw would simply be codifying the existing operational procedures of the Housing Trust.

At this time Ms. Rust returned to the meeting and indicated the proposed bylaw was needed to amend the powers for the Housing Trust listed in the state legislation.

Ms. Cronin made a motion to recommend to the Select Board the approval of the new proposed local Housing Trust bylaw as drafted. Mr. Gentile seconded the motion. Roll Call Vote: Ms. Howe – Aye, Mr. Riordan – Aye, Ms. Cronin – Aye, Ms. Dretler – Aye, Mr. Gentile – Aye, and Mr. Pops – Aye.

Ms. Rust stated the proposed bylaw would now move forward to a future Town Meeting for approval, if necessary.

Ms. Dretler requested the communication to the Select Board indicate the Housing Trust anticipated there would be no further changes to the proposed bylaw.

2. Financial Update

- Accept Lottery Contracts as Presented

Ms. Rust summarized the new and existing contract items the Housing Trust needed to accept.

Ms. Cronin made a motion to accept the lottery contracts as presented. Ms. Howe seconded the motion. Roll Call Vote: Ms. Howe – Aye, Mr. Riordan – Aye, Ms. Cronin – Aye, Ms. Dretler – Aye, Mr. Gentile – Aye, and Mr. Pops – Aye.

4. 67-73 Nobscot Road – Site Feasibility Analysis Update

Ms. Howe noted the intent of the discussion was to derive a goal/dream of how the Housing Trust would like to see the property developed before the upcoming joint meeting with the Sudbury Housing Authority.

Ms. Cronin indicated she felt a project financing feasibility consultant would be needed to determine whether ownership or rental units would be the best use for this property, and what mix of units was best for the site to make a development financially feasible.

Ms. Rust stated public financing would be available for a high-density rental unit project. She also noted that if a non-profit entity was going to develop the site with ownership units it would help bring down the overall construction costs.

There was then discussion regarding the potential for an ownership and rental unit development for the property.

Ms. Rust felt the key piece to understand was whether the dwelling units would be ownership, rental, or a mix of these types of units. She indicated one model would be for the Housing Trust to issue a Request for Proposals (RFP) for an entity to develop the land, then sell the land to the developer, and then have the units sold off to the Sudbury Housing Authority.

Mr. Gentile discussed an existing housing development in Somerville, Massachusetts where a developer had approached the Somerville Housing Authority with an interest to redevelop the site, which was owned by the Somerville Housing Authority, with numerous affordable housing units, but also wanted to construct a number of market rate dwelling units on the site as well.

There was then discussion regarding the need to have a financing consultant to analyze the site and determine whether a rental or ownership development at the property would be best, in terms of financing a project.

Amy Lepak from the Sudbury Housing Authority stated the Massachusetts Housing Partnership had indicated they were not supportive of a significant amount of housing at the site and preferred to pursue some type of congregate housing for the property.

Ms. Rust noted there had not been any affordable home ownership dwelling units created in Sudbury in a very long time and there were still only 37 of this type of unit within the town. She indicated the need for affordable homeownership dwelling units in Sudbury was greater than that for affordable rental dwelling units.

Ms. Dretler inquired about the Multi-Family Zoning Requirement for Massachusetts Bay Transportation Authority (MBTA) Communities and how the 67-73 Nobscot Road property might fit into this initiative.

Mr. Gentile advocated for maximizing the number of dwelling units which could be constructed at the property.

At this time Ms. Howe left the meeting and Mr. Riordan assumed duties as the Acting Chair.

5. Mortgage Assistance – Review Program Materials

Ms. Rust stated the Mortgage Assistance Program materials had been slightly updated with some comments from the Town Social Worker. She noted there had been discussion by the Housing Trust at past meetings regarding a requirement that program participants be up to date on their municipal tax payments before receiving assistance of these public funds.

Mr. Riordan stated he did not think this should be a requirement of the Mortgage Assistance Program. He pointed out that people who were up to date on their municipal tax payments were less likely to need this type of assistance and those who were behind on their tax payments were actually the very households that needed this type of financial assistance. Mr. Gentile agreed with Mr. Riordan's comments.

Ms. Dretler wondered how overdue a household's municipal tax payments could be for them to still possibly receive financial assistance. Ms. Rust noted the financial assistance would be one-time payment. Ms. Dretler stated she would be more comfortable with households having their municipal tax payments fully updated before receiving assistance from the program.

Ms. Dretler made a motion to keep the requirement that municipal tax payments be fully updated in order for Applicants to qualify for the Mortgage Assistance Program. The motion did not receive a second and Ms. Dretler withdrew her motion.

Ms. Cronin suggested a response line be included on the program application form which asked how updated a household's municipal taxes were when seeking assistance from the program.

Ms. Rust noted the Mortgage Assistance Program was being funded with a \$75,000 earmark from the state.

Ms. Dretler made a motion to approve the parameters of the Mortgage Assistance Program without the requirement that municipal tax payments be fully updated. Mr. Gentile seconded the motion. Roll Call Vote: Ms. Howe – Absent, Mr. Riordan – Aye, Ms. Cronin – Aye, Ms. Dretler – Aye, Mr. Gentile – Aye, and Mr. Pops – Aye.

6. Sudbury Rent Relief Program

○ Update on Phase 1 Initial Applications

Ms. Rust indicated 50 invoices were being processed each month for this program. She noted five applications had not been approved from the Phase I submission and they were being removed from consideration because there had not been any follow up from the Applicants regarding the missing pieces of their materials.

○ Update on American Rescue Plan Act (ARPA) Funds Request

Mr. Riordan stated the Housing Trust had renewed the original ARPA funding request to the Select Board since no funding had been awarded to the requests from the initial release of funds. He indicated he had provided comments to the Select Board at the ARPA funding listening session which had been held by the Select Board on March 24, 2022.

Ms. Dretler indicated the Select Board would be discussing the next round of ARPA funding at an upcoming meeting in the near future.

Pat Brown of 34 Whispering Pine Road inquired about the dwelling unit at 490 Dutton Road and wondered if it continued to count for Sudbury on the Town's Subsidized Housing Inventory (SHI). Ms. Rust stated the affordability restriction on the property was in perpetuity so the unit would continue to count towards the Town's SHI. She also indicated the dwelling unit was on a slow path to being re-inhabited by a new household.

Other or New Business

Sudbury Housing Trust
Minutes
April 14, 2022
Page 5 of 5

Mr. Pops inquired about the Small Grants Program and if any applications had been received. Ms. Rust indicated one application had been received and this matter would be placed on the May 12, 2022 meeting agenda.

Public Comment

There were no additional public comments.

At 9:36 AM, Mr. Gentile made a motion to adjourn the meeting. Ms. Dretler seconded the motion. Roll Call Vote: Ms. Howe – Absent, Mr. Riordan – Aye, Ms. Cronin – Aye, Ms. Dretler – Aye, Mr. Gentile – Aye, and Mr. Pops – Aye.

From: Golden, Patricia <GoldenP@sudbury.ma.us>
Sent: Wednesday, October 26, 2022 12:31 PM
To: Bilodeau, Maryanne <BilodeauM@sudbury.ma.us>
Subject: Housing Trust Bylaw Article - timeline

Maryanne, the SB never took a vote on this.

1/10/22 meeting – discussed this, took no vote, agreed to discuss again on 1/18
 1/18/22 meeting – discussed SHT Bylaw article – agreed it will not be on 2022 ATM warrant since Housing Trust has requested 120 days to review it.
 1/24/22 meeting – on upcoming items list
 2/1/22 meeting – on upcoming items list
 2/9/22 meeting – on upcoming items list (suggested a March meeting)

Considered for item at 10/11 meeting, but not added to agenda.
 Then added to 10/25 agenda.

Patty Golden
 Senior Admin. Assistant to the Town Manager
 Town of Sudbury
 278 Old Sudbury Road
 Sudbury, MA 01776
 Ph: 978-639-3382
 Fax: 978-443-0756
www.sudbury.ma.us

Office Hours:

Mon, Wed, Thur 8:30 am – 5:00 pm
 Tues 8:30 am – 7:00 pm
 Fri 8:30 am – 12:30 pm

The Secretary of State's office has determined that most e-mails to and from municipal offices and officials are public records. Consequently, confidentiality should not be expected.

July 7, 2021

Lee S. Smith
 lsmith@k-plaw.com

Hon. Jennifer S. Roberts and
 Members of the Select Board
 Flynn Building
 278 Old Sudbury Road
 Sudbury, MA 01776

Re: Sudbury Housing Trust; Powers of Trustees

Dear Members of the Select Board:

As you requested, I have reviewed the Declaration of Trust of the Sudbury Housing Trust and the amendments thereto, as well as G.L. c. 44, s. 55C, the Municipal Affordable Housing Trust Fund statute (the "Statute").

At the 2006 Annual Town Meeting, the Town voted affirmatively on Article 33 to accept G.L. c. 44, s. 55C establishing a municipal affordable housing trust fund. The Sudbury Housing Trust was created by Declaration of Trust dated as of February 15, 2007, recorded in the Middlesex South Registry of Deeds in Book 49096, Page 353. Amendments thereto regarding the timing and staggering of terms of the Trustees were recorded in Book 69837, Page 157 and Book 76587, Page 425.

Section (c) of the Statute enumerates the powers of the board of trustees and further provides that a town may, by by-law, "omit or modify any of these powers and may grant to the board additional powers consistent with this section". The Town has not adopted a by-law for the Housing Trust.

In my opinion, the Declaration of Trust includes limitations on stated powers of the board of trustees that are not included in the Statute. Because the Town has not adopted a by-law omitting or modifying the statutory powers of the trustees, the powers or limitations thereof in the Declaration of Trust that are not enumerated in the Statute are unenforceable.

More specifically, the Statute does not include the authority to require prior Select Board approval before the Trustees may act. The following sections of Article III of the Declaration of Trust (Powers of Trustees) include such limitations on the Trustees' powers:

(Preamble) The Trustees "...shall have no ability to borrow money, or mortgage or pledge Trust assets, purchase, sell, lease, exchange, transfer or convey any interest in real property without prior approval of the Sudbury Board of Selectmen".

(Section 2) "with Board of Selectmen approval from Trustee recommendation" selling, leasing, exchanging, transferring or conveying personal, mixed or real property and entering into contracts for Trust property.

(Section 4) "with Board of Selectmen approval from Trustee recommendation", borrowing money and mortgaging and pledging Trust assets as collateral; and the requirement of 2/3 vote of Town Meeting to borrow in excess of the Trust's assets.

Hon. Hon. Jennifer S. Roberts and
Members of the Select Board
July 7, 2021
Page 2

(Section 6) “with Board of Selectmen approval from Trustee recommendation”, purchasing and retaining real or personal property, including investments.

(Unnumbered Section) “Notwithstanding anything to the contrary herein, Board of Selectmen approval shall be required for any of the following actions:

- (a) to purchase real or personal property;
- (b) to sell, lease, exchange, transfer or convey any personal, mixed, or real property; and
- (c) to borrow money, or to mortgage or pledge Trust assets as collateral to the extent of the Trust’s assets.

Notwithstanding anything to the contrary herein, the Trustees may not borrow, mortgage or pledge greater than the current Trust assets unless approved by the Board of Selectmen and by a 2/3 vote at any Annual or Special Town Meeting.”

The Town Meeting approval requirement for borrowing, mortgaging or pledging more than current Trust assets is also not included in the Statute.

Note further that pursuant to the Statute, Community Preservation Act (G.L. c. 44B) funds are required to be used exclusively for community housing and must be accounted for separately. Further, each year, all such funds must be reported to the Community Preservation Committee for inclusion in the community preservation initiatives report on Form CP-3 to the Massachusetts Department of Revenue. (See G.L. c. 44, s. 55C (c)(1)). These requirements must be followed even if not set forth in the Declaration of Trust.

In my opinion, the requirement of Select Board approval before the Trustees may exercise the above-referenced powers is unenforceable, as is the requirement of Town Meeting approval for borrowing, mortgaging or pledging more than current Trust assets. Such requirements would be permissible, however, if set forth in a by-law approved by Town Meeting. In my further opinion, the Trustees of the Housing Trust have the authority pursuant to the Statute to exercise these enumerated powers and those set forth in the Statute without the prior approval of the Select Board or Town Meeting.

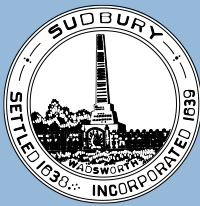
Please let me know if I can be of further assistance.

Very truly yours,

Lee S. Smith

LSS/caa

#771026/SUDB/0001



SUDBURY SELECT BOARD
Tuesday, November 1, 2022

MISCELLANEOUS (UNTIMED)

5: Vote not to exercise ROFR 4 Longfellow Road

REQUESTOR SECTION

Date of request:

Requestor: Adam Duchesneau, Director of Planning & Community Development

Formal Title: Vote to NOT exercise the Town’s right of first refusal to purchase the deed restricted affordable dwelling unit at 4 Longfellow Road, and to inform the Department of Housing and Community Development.

Recommendations/Suggested Motion/Vote: Vote to NOT exercise the Town’s right of first refusal to purchase the deed restricted affordable dwelling unit at 4 Longfellow Road, and to inform the Department of Housing and Community Development.

Background Information:

At their meeting on October 18, 2022, the Housing Trust voted unanimously (4-0) to proceed to locate an eligible purchaser for 4 Longfellow Road, committing up to \$75,000 dollars for approved priority repairs and improvements to the buyer. If an eligible buyer cannot be found during the marketing period, the Housing Trust will open discussions with the Sudbury Housing Authority to purchase the dwelling unit at 4 Longfellow Road. For additional information, please see the attached Summary Points information sheet, deed to the property, and affordable housing deed rider.

Financial impact expected:None to the Town of Sudbury. Housing Trust funds and other funding will be used to make repairs and improvements to the dwelling unit at 4 Longfellow Road.

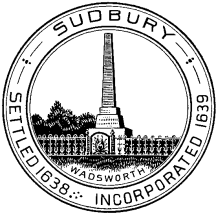
Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

- Select Board Office Pending
- Town Manager's Office Pending
- Town Counsel Pending
- Select Board Pending
- Select Board Pending

11/01/2022 7:00 PM



Town of Sudbury

Planning & Community Development Department

pcd@sudbury.ma.us

Flynn Building
278 Old Sudbury Road
Sudbury, MA 01776
978-639-3387
Fax: 978-639-3314

www.sudbury.ma.us/pcd

Summary Points

Resale of 4 Longfellow Road

- The affordable dwelling unit at 4 Longfellow Road is up for resale. The owners provided their notice to the Town on July 20, 2022.
- 4 Longfellow Road was created by the Housing Trust under the Home Preservation Program in 2008 which ‘converted’ existing market rate homes into affordable restricted homes for first time homebuyers, placing a perpetual deed restriction on the property.
- The Town shares the Monitoring Agent authority with the Department of Housing and Community Development (DHCD), with DHCD playing the lead role. The Town must indicate to DHCD whether it chooses to locate an eligible purchaser or to purchase the dwelling unit itself under the Right of First Refusal (ROFR) provisions (or, as with other dwelling units in the past, assign this ROFR to the Sudbury Housing Authority).
- The deed rider provides for a 90-day window to find an eligible purchaser.
- The unit’s resale price is \$297,224 (price to seller). Added to this price is a 2% resale fee of \$5,944, making the total purchase price to the new buyer **\$303,168**.
- Sudbury has 37 deed restricted ownership units at this time and there are none on the horizon.
- The Housing Trust has already invested approximately \$190,000 of Community Preservation Act funds in 4 Longfellow Road to purchase the dwelling originally. The house is a good opportunity for a first time home buyer.
- Almost 90% of Sudbury’s deed restricted rental housing is leased to very low income tenants. Dwelling units such as 4 Longfellow Road provide a path to eventual market rate unit home ownership to these renters in the community.



2008 00026310

Bk: 50755 Pg: 381 Doc: DEED
Page: 1 of 18 02/21/2008 12:17 PM

QUITCLAIM DEED

We, James A. Gardner, II and Jennifer L. Gardner, f/k/a Jennifer B. Lipson, husband and wife as tenants by the entirety, of Sudbury, Massachusetts, in full consideration of Three Hundred Forty Thousand and 00/100 (\$340,000.00) Dollars, the receipt of which is hereby acknowledged, hereby grant to

Jacob Lowenberg, individually, of 4 Longfellow Road, Sudbury, Massachusetts

with *QUITCLAIM COVENANTS*

the land in Sudbury with the buildings thereon bounded and described as follows:

- NORTHERLY by Great Road, now known as Longfellow Road, 80 feet;
- EASTERLY by Lot #1 as shown on said plan hereinafter mentioned 220.60 feet;
- SOUTHERLY by land of Jean O'Brien as shown on said plan 104.16 feet;
- WESTERLY by land of said Jean O'Brien as shown on said plan 200.10 feet; and
- NORTHWESTERLY land of said Jean O'Brien as shown on said plan 38.04 feet.

Containing 23,181 square feet of land according to said plan and being shown as Lot #2 on a plan entitled "Plan of Land in Sudbury, Mass." Owned by Jean O'Brien dated May 22, 1952 MacCarthy Engineering Service, Inc. and recorded with Middlesex South District Registry of Deeds at the End of Book 8052 as Plan No. 459 of 1953.

Said premises are conveyed subject to the benefit of the right to use the streets and ways as shown on said plan for all purposes for which streets and ways are commonly used in the Town of Sudbury in common with others entitled thereto.

For grantors title see recorded with the Middlesex South Registry of Deeds at Book 35783, Page 112.

see deed rider attached hereto and made a part here of.

4 Longfellow Rd Sudbury

*Jacob Lowenberg
4 Longfellow Rd
Sudbury MA 0176*

for JLA f/k/a JBL

MASSACHUSETTS EXCISE TAX
Southern Middlesex District ROD # 001
Date: 02/21/2008 12:17 PM
Ctrl# 105296 21538 Doc# 00026310
Fee: \$1,550.40 Cons: \$340,000.00

Attachment 5.a: 4 Longfellow Road - SB Agenda Request Materials 221101 (5547 : Vote not to exercise ROFR 4 Longfellow Road)

Witness my hand and seal this 27th day of February, 2008.

[Signature]
James A. Gardner, II

[Signature] f/k/a Jennifer B. Lipson
Jennifer L. Gardner f/k/a Jennifer B. Lipson

COMMONWEALTH OF MASSACHUSETTS

Middlesex county ss

On this 27th day of February 2008, before me, the undersigned notary public, personally appeared James A. Gardner, II and Jennifer L. Gardner, f/k/a Jennifer B. Lipson, proved to me through satisfactory evidence of identification, which were her driver's license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

[Signature]

Notary Public:

My Commission Expires: March 7, 2008



Attachment5.a: 4 Longfellow Road - SB Agenda Request Materials 221101 (5547 : Vote not to exercise ROFR 4 Longfellow Road)

I:\DeedRiderSAR-Massachusetts(Universal)
5/3016

LOCAL INITIATIVE PROGRAM
AFFORDABLE HOUSING DEED RIDER

For Projects in Which
Affordability Restrictions Survive Foreclosure

made part of that certain deed (the "Deed") of certain property (the "Property") from **James A. Gardner II and Jennifer L. Gardner** ("Grantors") to **Jacob Lowenberg** ("Owner") dated February 6, 2008. The Property is located in the City/Town of **Sudbury** (the "Municipality").

RECITALS

WHEREAS, the Grantors is conveying that certain real property more particularly described in the Deed to the Owner at a consideration which is less than the fair market value of the Property; and

WHEREAS, the Property is part of a project which was: [check all that are applicable]

- (i) granted a Comprehensive Permit under Massachusetts General Laws Chapter 40B, Sections 20-23, from the Board of Appeals of the Municipality or the Housing Appeals Committee and recorded/filed with the _____ County Registry of Deeds/Registry District of Land Court (the "Registry") in Book _____, Page _____/Document No. _____ (the "Comprehensive Permit");
- (ii) subject to a Regulatory Agreement among _____ (the "Developer"), [Massachusetts Housing Finance Agency ("MassHousing"), [the Massachusetts Department of Housing and Community Development] ("DHCD") [the Municipality; and [_____, dated _____ and recorded/filed with the _____ County Registry in Book _____, Page _____/as Document No. _____ (the "Regulatory Agreement"); and
- (iii) subsidized by the federal or state government under the Local Initiative Program, a program to assist construction of low or moderate income housing the "Program"; and

WHEREAS, pursuant to the Program, eligible purchasers such as the Owner are given the opportunity to purchase residential property at less than its fair market value if the purchaser agrees to certain use and transfer restrictions, including an agreement to occupy the property as a principal residence and to convey the property for an amount not greater than a maximum resale price, all as more fully provided herein; and

WHEREAS, DHCD and the Town of Sudbury (singly, or if more than one entity is listed, collectively, the "Monitoring Agent") is obligated by the Program or has been retained to monitor compliance with and to enforce the terms of this Deed Rider, and eligible purchasers such as the Owner may be required to pay to the Monitoring Agent, or its successor, a small percentage of the resale price upon the Owner's conveyance of the Property, as set out in the Regulatory Agreement and as more fully provided herein; and

WHEREAS, the rights and restrictions granted herein to the Monitoring Agent and the Municipality serve the public's interest in the creation and retention of affordable housing for persons and households of low and moderate income and in the restricting of the resale price of property in order to assure its affordability by future low and moderate income purchasers.

NOW, THEREFORE, as further consideration for the conveyance of the Property at less than fair market value, the Grantors and the Owner, including his/her/their heirs, successors and assigns, hereby agree that the Property shall be subject to the following rights and restrictions which are imposed for the benefit of, and shall be enforceable by, the Municipality and the Monitoring Agent, and, if DHCD is a party to the Regulatory Agreement and is not the Monitoring Agent, by DHCD.

1. Definitions. In this Deed Rider, in addition to the terms defined above, the following words and phrases shall have the following meanings:

Affordable Housing Fund means a fund established by the Municipality for the purpose of reducing the cost of housing for Eligible Purchasers or for the purpose of encouraging, creating, or subsidizing the construction or rehabilitation of housing for Eligible Purchasers or, if no such fund exists, a fund established by the Municipality pursuant to Massachusetts General Laws Chapter 44 Section 53A, et seq.

Applicable Foreclosure Price shall have the meaning set forth in Section 7(b) hereof.

Appropriate Size Household means a household containing a number of members equal to the number of bedrooms in the Property plus one.

Approved Capital Improvements means the documented commercially reasonable cost of extraordinary capital improvements made to the Property by the Owner; provided that the Monitoring Agent shall have given written authorization for incurring such cost prior to the cost being incurred and that the original cost of such improvements shall be discounted over the course of their useful life.

Area means the Primary Metropolitan Statistical Area or non-metropolitan area that includes the Municipality, as determined by HUD, which in this case is the Boston-Cambridge-Quincy HMFA.

Area Median Income means the most recently published median income for the Area adjusted for household size as determined by HUD. If HUD discontinues publication of Area Median

Income, the income statistics used by MassHousing for its low and moderate income housing programs shall apply.

Base Income Number means the Area Median Income for a four (4)-person household. Currently, the AMI for Boston is \$82,400.

Chief Executive Officer shall mean the Mayor in a city or the Board of Selectmen in a town unless some other municipal office is designated to be the chief executive officer under the provisions of a local charter.

Closing shall have the meaning set forth in Section 5(b) hereof.

Compliance Certificate shall have the meaning set forth in Section 6(a) hereof.

Conveyance Notice shall have the meaning set forth in Section 4(a) hereof.

Eligible Purchaser means an individual or household earning no more than eighty percent (80%) of Area Median Income (or, if checked [] _____ percent (___%) of Area Median Income, as required by the Program) and owning assets not in excess of the limit set forth in the Program Guidelines. To be considered an Eligible Purchaser, the individual or household must intend to occupy and thereafter must occupy the Property as his, her or their principal residence and must provide to the Monitoring Agent such certifications as to income, assets and residency as the Monitoring Agent may require to determine eligibility as an Eligible Purchaser. An Eligible Purchaser shall be a First-Time Homebuyer if required by the Program and as specified in the Regulatory Agreement.

First-Time Homebuyer means an individual or household, of which no household member has had an ownership interest in a principal residence at any time during the three (3)-year period prior to the date of qualification as an Eligible Purchaser, except that (i) any individual who is a displaced homemaker (as may be defined by DHCD) (ii) and any individual age 55 or over (applying for age 55 or over housing) shall not be excluded from consideration as a First-Time Homebuyer under this definition on the basis that the individual, owned a home or had an ownership interest in a principal residence at any time during the three (3)-year period.

Foreclosure Notice shall have the meaning set forth in Section 7(a) hereof.

HUD means the United States Department of Housing and Urban Development.

Ineligible Purchaser means an individual or household not meeting the requirements to be eligible as an Eligible Purchaser.

Maximum Resale Price means the sum of (i) the Base Income Number (at the time of resale) multiplied by the Resale Price Multiplier, plus (ii) the Resale Fee and any necessary marketing expenses (including broker's fees) as may have been approved by the Monitoring Agent, plus (iii) Approved Capital Improvements, if any (the original cost of which shall have been

discounted over time, as calculated by the Monitoring Agent); provided that in no event shall the Maximum Resale Price be greater than the purchase price for which a credit-worthy Eligible Purchaser earning seventy percent (70%) of the Area Median Income (or, if checked [] **eighty percent (80%)** of Area Median Income, as required by the Program) for an Appropriate Size Household could obtain mortgage financing (as such purchase price is determined by the Monitoring Agent using the same methodology then used by DHCD for its Local Initiative Program or similar comprehensive permit program); and further provided that the Maximum Resale Price shall not be less than the purchase price paid for the Property by the Owner unless the Owner agrees to accept a lesser price.

Monitoring Services Agreement means any Monitoring Services Agreement for monitoring and enforcement of this Deed Rider among some or all of the Developer, the Monitoring Agent, the Municipality, MassHousing and DHCD.

Mortgage Satisfaction Amount shall have the meaning set forth in Section 7(b) hereof.

Mortgagee shall have the meaning set forth in Section 7(a) hereof.

Program Guidelines means the regulations and/or guidelines issued for the applicable Program and controlling its operations, as amended from time to time.

Resale Fee means a fee of **Two Percent (2%)** [no more than two and one-half percent (2.5%)] of the Base Income Number (at the time of resale) multiplied by the Resale Price Multiplier, to be paid to the Monitoring Agent as compensation for monitoring and enforcing compliance with the terms of this Deed Rider, including the supervision of the resale process.

Resale Price Certificate means the certificate issued as may be specified in the Regulatory Agreement and recorded with the first deed of the Property from the Developer, or the subsequent certificate (if any) issued as may be specified in the Regulatory Agreement, which sets forth the Resale Price Multiplier to be applied on the Owner's sale of the Property, as provided herein, for so long as the restrictions set forth herein continue. In the absence of contrary specification in the Regulatory Agreement the Monitoring Agent shall issue the certificate.

Resale Price Multiplier means the number calculated by dividing the Property's initial sale price by the Base Income Number at the time of the initial sale from the Developer to the first Eligible Purchaser. The Resale Price Multiplier will be multiplied by the Base Income Number at the time of the Owner's resale of the Property to determine the Maximum Resale Price on such conveyance subject to adjustment for the Resale Fee, marketing expenses and Approved Capital Improvements. In the event that the purchase price paid for the Property by the Owner includes such an adjustment a new Resale Price Multiplier will be recalculated by the Monitoring Agent by dividing the purchase price so paid by the Base Income Number at the time of such purchase, and a new Resale Price Certificate will be issued and recorded reflecting the new Resale Price Multiplier. A Resale Price Multiplier of **2.12** is hereby assigned to the Property.

Term means in perpetuity, unless earlier terminated by (i) the termination of the term of affordability set forth in the Regulatory Agreement or Comprehensive Permit, whichever is longer; or (ii) the recording of a Compliance Certificate and a new Deed Rider executed by the purchaser in form and substance substantially identical to this Deed Rider establishing a new term.

2. Owner-Occupancy/Principal Residence. The Property shall be occupied and used by the Owner's household exclusively as his, her or their principal residence. Any use of the Property or activity thereon which is inconsistent with such exclusive residential use is expressly prohibited.

3. Restrictions Against Leasing, Refinancing and Junior Encumbrances. The Property shall not be leased, rented, refinanced, encumbered (voluntarily or otherwise) or mortgaged without the prior written consent of the Monitoring Agent; provided that this provision shall not apply to a first mortgage granted on the date hereof in connection with this conveyance from Grantors to Owner securing indebtedness not greater than one hundred percent (100%) of the purchase price. Any rents, profits, or proceeds from any transaction described in the preceding sentence which transaction has not received the requisite written consent of the Monitoring Agent shall be paid upon demand by Owner to the Municipality for deposit to its Affordable Housing Fund. The Monitoring Agent or Municipality may institute proceedings to recover such rents, profits or proceeds, and costs of collection, including attorneys' fees. Upon recovery, after payment of costs, the balance shall be paid to the Municipality for deposit to its Affordable Housing Fund. In the event that the Monitoring Agent consents for good cause to any such lease, refinancing, encumbrance or mortgage, it shall be a condition to such consent that all rents, profits or proceeds from such transaction, which exceed the actual carrying costs of the Property as determined by the Monitoring Agent, shall be paid to the Municipality for deposit to its Affordable Housing Fund.

4. Options to Purchase. (a) When the Owner or any successor in title to the Owner shall desire to sell, dispose of or otherwise convey the Property, or any portion thereof, the Owner shall notify the Monitoring Agent and the Municipality in writing of the Owner's intention to so convey the Property (the "Conveyance Notice"). Upon receipt of the Conveyance Notice, the Monitoring Agent shall (i) calculate the Maximum Resale Price which the Owner may receive on the sale of the Property based upon the Base Income Number in effect as of the date of the Conveyance Notice and the Resale Price Multiplier set forth in the most recently recorded Resale Price Certificate together with permissible adjustments for the Resale Fee, marketing expenses and Approved Capital Improvements (as discounted), and (ii) promptly begin marketing efforts. The Owner shall fully cooperate with the Monitoring Agent's efforts to locate an Eligible Purchaser and, if so requested by the Monitoring Agent, shall hire a broker selected by the Monitoring Agent to assist in locating an Eligible Purchaser ready, willing and able to purchase the Property at the Maximum Resale Price after entering a purchase and sale agreement. Pursuant to such agreement, sale to the Eligible Purchaser at the Maximum Resale Price shall occur within ninety (90) days after the Monitoring Agent receives the Conveyance Notice or such further time as reasonably requested to arrange for details of closing. If the

Owner fails to cooperate in such resale efforts, including a failure to agree to reasonable terms in the purchase and sale agreement, the Monitoring Agent may extend the 90-day period for a period commensurate with the time the lack of cooperation continues, as determined by the Monitoring Agent in its reasonable discretion. In such event, the Monitoring Agent shall give Owner written notice of the lack of cooperation and the length of the extension added to the 90-day period.

(b) The Monitoring Agent shall ensure that diligent marketing efforts are made to locate an Eligible Purchaser ready, willing and able to purchase the Property at the Maximum Resale Price within the time period provided in subsection (a) above and to enter the requisite purchase and sale agreement. If more than one Eligible Purchaser is located, the Monitoring Agent shall conduct a lottery or other like procedure to determine which Eligible Purchaser shall be entitled to enter a purchase and sale agreement with Owner and to purchase the Property. Preference shall be given to Appropriate Size Households. The procedure for marketing and selecting an Eligible Purchaser shall be approved as provided in the Regulatory Agreement and any applicable Program Guidelines. If an Eligible Purchaser is located within ninety (90) days after receipt of the Conveyance Notice, but such Eligible Purchaser proves unable to secure mortgage financing so as to be able to complete the purchase of the Property pursuant to the purchase and sale agreement, following written notice to Owner within the 90-day period the Monitoring Agent shall have an additional sixty (60) days to locate another Eligible Purchaser who will enter a purchase and sale agreement and purchase the Property by the end of such sixty (60)-day period or such further time as reasonably requested to carry out the purchase and sale agreement.

(c) In lieu of sale to an Eligible Purchaser, the Monitoring Agent or the Municipality or designee shall also have the right to purchase the Property at the Maximum Resale Price, in which event the purchase and sale agreement shall be entered, and the purchase shall occur within ninety (90) days after receipt of the Conveyance Notice or, within the additional sixty (60)-day period specified in subsection (b) above, or such further time as reasonably requested to carry out the purchase and sale agreement. Any lack of cooperation by Owner in measures reasonably necessary to effect the sale shall extend the 90-day period by the length of the delay caused by such lack of cooperation. The Monitoring Agent shall promptly give Owner written notice of the lack of cooperation and the length of the extension added to the 90-day period. In the event of such a sale to the Monitoring Agent or Municipality or designee, the Property shall remain subject to this Deed Rider and shall thereafter be sold or rented to an Eligible Purchaser as may be more particularly set forth in the Regulatory Agreement.

(d) If an Eligible Purchaser fails to purchase the Property within the 90-day period (or such further time determined as provided herein) after receipt of the Conveyance Notice, and the Monitoring Agent or Municipality or designee does not purchase the Property during said period, then the Owner may convey the Property to an Ineligible Purchaser no earlier than thirty (30) days after the end of said period at the Maximum Resale Price, but subject to all rights and restrictions contained herein; provided that the Property shall be conveyed subject to a Deed Rider identical in form and substance to this Deed Rider which the Owner agrees to execute, to secure execution by the Ineligible Purchaser and to record with the Deed; and further provided that, if more than one Ineligible Purchaser is ready, willing and able to purchase the Property the

Owner will give preference and enter a purchase and sale agreement with any individuals or households identified by the Monitoring Agent as an Appropriate Size Household earning more than eighty percent (80%) but less than one hundred twenty percent (120%) of the Area Median Income.

(e) The priority for exercising the options to purchase contained in this Section 4 shall be as follows: (i) an Eligible Purchaser located and selected by the Monitoring Agent, as provided in subsection (b) above, (ii) the Municipality or its designee, as provided in subsection (c) above, and (iii) an Ineligible Purchaser, as provided in subsection (d) above.

(f) Nothing in this Deed Rider or the Regulatory Agreement constitutes a promise, commitment or guarantee by DHCD, MassHousing, the Municipality or the Monitoring Agent that upon resale the Owner shall actually receive the Maximum Resale Price for the Property or any other price for the Property.

(g) The holder of a mortgage on the Property is not obligated to forbear from exercising the rights and remedies under its mortgage, at law or in equity, after delivery of the Conveyance Notice.

5. Delivery of Deed. (a) In connection with any conveyance pursuant to an option to purchase as set forth in Section 4 above, the Property shall be conveyed by the Owner to the selected purchaser by a good and sufficient quitclaim deed conveying a good and clear record and marketable title to the Property free from all encumbrances except (i) such taxes for the then current year as are not due and payable on the date of delivery of the deed, (ii) any lien for municipal betterments assessed after the date of the Conveyance Notice, (iii) provisions of local building and zoning laws, (iv) all easements, restrictions, covenants and agreements of record specified in the deed from the Owner to the selected purchaser, (v) such additional easements, restrictions, covenants and agreements of record as the selected purchaser consents to, such consent not to be unreasonably withheld or delayed, (vi) the Regulatory Agreement, and (vii), except as otherwise provided in the Compliance Certificate, a Deed Rider identical in form and substance to this Deed Rider which the Owner hereby agrees to execute, to secure execution by the selected purchaser, and to record with the deed. **Said deed shall clearly state that it is made subject to the Deed Rider which is made part of the deed.** Failure to comply with the preceding sentence shall not affect the validity of the conveyance from the Owner to the selected purchaser or the enforceability of the restrictions herein.

(b) Said deed, including the approved Deed Rider, shall be delivered and the purchase price paid (the "Closing") at the Registry, or at the option of the selected purchaser, exercised by written notice to the Owner at least five (5) days prior to the delivery of the deed, at such other place as the selected purchaser may designate in said notice. The Closing shall occur at such time and on such date as shall be specified in a written notice from the selected purchaser to the Owner, which date shall be at least five (5) days after the date on which such notice is given, and no later than the end of the time period specified in Section 4(a) above.

(c) To enable Owner to make conveyance as herein provided, Owner may, if Owner so desires at the time of delivery of the deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, all instruments with respect thereto to be recorded simultaneously with the delivery of said deed. Nothing contained herein as to the Owner's obligation to remove defects in title or to make conveyance or to deliver possession of the Property in accordance with the terms hereof, as to use of proceeds to clear title or as to the election of the selected purchaser to take title, nor anything else in this Deed Rider shall be deemed to waive, impair or otherwise affect the priority of the rights herein over matters appearing of record, or occurring, at any time after the recording of this Deed Rider, all such matters so appearing or occurring being subject and subordinate in all events to the rights herein.

(d) Water and sewer charges and taxes for the then current tax period shall be apportioned and fuel value shall be adjusted as of the date of Closing and the net amount thereof shall be added to or deducted from, as the case may be, the purchase price payable by the selected purchaser.

(e) Full possession of the Property free from all occupants is to be delivered at the time of the Closing, the Property to be then in the same condition as it is in on the date of the execution of the purchase and sale agreement, reasonable wear and tear only excepted.

(f) If Owner shall be unable to give title or to make conveyance as above required, or if any change of condition in the Property not included in the above exception shall occur, then Owner shall be given a reasonable time not to exceed thirty (30) days after the date on which the Closing was to have occurred in which to remove any defect in title or to restore the Property to the condition herein required. The Owner shall use best efforts to remove any such defects in the title, whether voluntary or involuntary, and to restore the Property to the extent permitted by insurance proceeds or condemnation award. The Closing shall occur fifteen (15) days after notice by Owner that such defect has been cured or that the Property has been so restored. The selected purchaser shall have the election, at either the original or any extended time for performance, to accept such title as the Owner can deliver to the Property in its then condition and to pay therefor the purchase price without deduction, in which case the Owner shall convey such title, except that in the event of such conveyance in accordance with the provisions of this clause, if the Property shall have been damaged by fire or casualty insured against or if a portion of the Property shall have been taken by a public authority, then the Owner shall, unless the Owner has previously restored the Property to its former condition, either:

(A) pay over or assign to the selected purchaser, on delivery of the deed, all amounts recovered or recoverable on account of such insurance or condemnation award less any amounts reasonably expended by the Owner for any partial restoration, or

(B) if a holder of a mortgage on the Property shall not permit the insurance proceeds or the condemnation award or part thereof to be used to restore the Property to its former condition or to be so paid over or assigned, give to the selected purchaser a credit against the purchase price, on delivery of the deed,

equal to said amounts so retained by the holder of the said mortgage less any amounts reasonably expended by the Owner for any partial restoration.

6. Resale and Transfer Restrictions. (a) Except as otherwise provided herein, the Property or any interest therein shall not at any time be sold by the Owner, or the Owner's successors and assigns, and no attempted sale shall be valid, unless the aggregate value of all consideration and payments of every kind given or paid by the selected purchaser of the Property for and in connection with the transfer of such Property, is equal to or less than the Maximum Resale Price for the Property, and unless a certificate (the "Compliance Certificate") is obtained and recorded, signed and acknowledged by the Monitoring Agent which Compliance Certificate refers to the Property, the Owner, the selected purchaser thereof, and the Maximum Resale Price therefor, and states that the proposed conveyance, sale or transfer of the Property to the selected purchaser is in compliance with the rights, restrictions, covenants and agreements contained in this Deed Rider, and unless there is also recorded a new Deed Rider executed by the selected purchaser, which new Deed Rider is identical in form and substance to this Deed Rider.

(b) The Owner, any good faith purchaser of the Property, any lender or other party taking a security interest in such Property and any other third party may rely upon a Compliance Certificate as conclusive evidence that the proposed conveyance, sale or transfer of the Property to the selected purchaser is in compliance with the rights, restrictions, covenants and agreements contained in this Deed Rider, and may record such Compliance Certificate in connection with the conveyance of the Property.

(c) Within ten (10) days of the closing of the conveyance of the Property from the Owner to the selected purchaser, the Owner shall deliver to the Monitoring Agent a copy of the Deed of the Property, including the deed rider, together with recording information. Failure of the Owner, or Owner's successors or assigns to comply with the preceding sentence shall not affect the validity of such conveyance or the enforceability of the restrictions herein.

7. Survival of Restrictions Upon Exercise of Remedies by Mortgagees. (a) The holder of record of any mortgage on the Property (each, a "Mortgagee") shall notify the Monitoring Agent, the Municipality and any senior Mortgagee(s) in the event of any default for which the Mortgagee intends to commence foreclosure proceedings or similar remedial action pursuant to its mortgage (the "Foreclosure Notice"), which notice shall be sent to the Monitoring Agent and the Municipality as set forth in this Deed Rider, and to the senior Mortgagee(s) as set forth in such senior Mortgagee's mortgage, not less than one hundred twenty (120) days prior to the foreclosure sale or the acceptance of a deed in lieu of foreclosure. The Owner expressly agrees to the delivery of the Foreclosure Notice and any other communications and disclosures made by the Mortgagee pursuant to this Deed Rider.

(b) The Owner grants to the Municipality or its designee the right and option to purchase the Property upon receipt by the Municipality of the Foreclosure Notice. In the event that the Municipality intends to exercise its option, the Municipality or its designee shall purchase the Property within one hundred twenty (120) days of receipt of such notice, at a price equal to the greater of (i) the sum of the outstanding principal balance of the note secured by such foreclosing Mortgagee's mortgage, together with the outstanding principal balance(s) of any note(s) secured

by mortgage(s) senior in priority to such mortgage (but in no event shall the aggregate amount thereof be greater than one hundred percent (100%) of the Maximum Resale Price calculated at the time of the granting of the mortgage) plus all future advances, accrued interest and all reasonable costs and expenses which the foreclosing Mortgagee and any senior Mortgagee(s) are entitled to recover pursuant to the terms of such mortgages (the "Mortgage Satisfaction Amount"), and (ii) the Maximum Resale Price (which for this purpose may be less than the purchase price paid for the Property by the Owner)(the greater of (i) and (ii) above herein referred to as the "Applicable Foreclosure Price"). The Property shall be sold and conveyed in its then-current "as is, where is" condition, without representation or warranty of any kind, direct or indirect, express or implied, and with the benefit of and subject to all rights, rights of way, restrictions, easements, covenants, liens, improvements, housing code violations, public assessments, any and all unpaid federal or state taxes (subject to any rights of redemption for unpaid federal taxes), municipal liens and any other encumbrances of record then in force and applicable to the Property having priority over such foreclosing Mortgagee's mortgage, and further subject to a Deed Rider identical in form and substance to this Deed Rider which the Owner hereby agrees to execute, to secure execution by the Municipality or its designee, and to record with the deed, except that (i) during the term of ownership of the Property by the Municipality or its designee the owner-occupancy requirements of Section 2 hereof shall not apply (unless the designee is an Eligible Purchaser), and (ii) the Maximum Resale Price shall be recalculated based on the price paid for the Property by the Municipality or its designee, but not greater than the Applicable Foreclosure Price. **Said deed shall clearly state that it is made subject to the Deed Rider which is made part of the deed.** Failure to comply with the preceding sentence shall not affect the validity of the conveyance from the Owner to the Municipality or its designee or the enforceability of the restrictions herein.

(c) Not earlier than one hundred twenty (120) days following the delivery of the Foreclosure Notice to the Monitoring Agent, the Municipality and any senior Mortgagee(s) pursuant to subsection (a) above, the foreclosing Mortgagee may conduct the foreclosure sale or accept a deed in lieu of foreclosure. The Property shall be sold and conveyed in its then-current "as is, where is" condition, without representation or warranty of any kind, direct or indirect, express or implied, and with the benefit of and subject to all rights, rights of way, restrictions, easements, covenants, liens, improvements, housing code violations, public assessments, any and all unpaid federal or state taxes (subject to any rights of redemption for unpaid federal taxes), municipal liens and any other encumbrances of record then in force and applicable to the Property having priority over the foreclosing Mortgagee's mortgage, and further subject to a Deed Rider, as set forth below.

(d) In the event that the foreclosing Mortgagee conducts a foreclosure sale or other proceeding enforcing its rights under its mortgage and the Property is sold for a price in excess of the greater of the Maximum Resale Price and the Mortgage Satisfaction Amount, such excess shall be paid to the Municipality for its Affordable Housing Fund after (i) a final judicial determination, or (ii) a written agreement of all parties who, as of such date hold (or have been duly authorized to act for other parties who hold) a record interest in the Property, that the Municipality is entitled to such excess. The legal costs of obtaining any such judicial determination or agreement shall be deducted from the excess prior to payment to the

Municipality. To the extent that the Owner possesses any interest in any amount which would otherwise be payable to the Municipality under this paragraph, to the fullest extent permissible by law, the Owner hereby assigns its interest in such amount to the Mortgagee for payment to the Municipality.

(e) If any Mortgagee shall acquire the Property by reason of foreclosure or upon conveyance of the Property in lieu of foreclosure, then the rights and restrictions contained herein shall apply to such Mortgagee upon such acquisition of the Property and to any purchaser of the Property from such Mortgagee, and the Property shall be conveyed subject to a Deed Rider identical in form and substance to this Deed Rider, which the Mortgagee that has so acquired the Property agrees to annex to the deed and to record with the deed, except that (i) during the term of ownership of the Property by such Mortgagee the owner-occupancy requirements of Section 2 hereof shall not apply, and (ii) the Maximum Resale Price shall be recalculated based on the price paid for the Property by such Mortgagee at the foreclosure sale, but not greater than the Applicable Foreclosure Price. **Said deed shall clearly state that it is made subject to the Deed Rider which is made part of the deed.** Failure to comply with the preceding sentence shall not affect the validity of the conveyance to the Mortgagee or the enforceability of the restrictions herein.

(f) If any party other than a Mortgagee shall acquire the Property by reason of foreclosure or upon conveyance of the Property in lieu of foreclosure, the Property shall be conveyed subject to a Deed Rider identical in form and substance to this Deed Rider, which the foreclosing Mortgagee agrees to annex to the deed and to record with the deed, except that (i) if the purchaser at such foreclosure sale or assignee of a deed in lieu of foreclosure is an Ineligible Purchaser, then during the term of ownership of the Property by such Ineligible Purchaser, the owner-occupancy requirements of Section 2 hereof shall not apply, and (ii) the Maximum Resale Price shall be recalculated based on the price paid for the Property by such third party purchaser at the foreclosure sale, but not greater than the Applicable Foreclosure Price. **Said deed shall clearly state that it is made subject to the Deed Rider which is made part of the deed.** Failure to comply with the preceding sentence shall not affect the validity of the conveyance to such third party purchaser or the enforceability of the restrictions herein.

(g) Upon satisfaction of the requirements contained in this Section 7, the Monitoring Agent shall issue a Compliance Certificate to the foreclosing Mortgagee which, upon recording in the Registry, may be relied upon as provided in Section 6(b) hereof as conclusive evidence that the conveyance of the Property pursuant to this Section 7 is in compliance with the rights, restrictions, covenants and agreements contained in this Deed Rider.

(h) The Owner understands and agrees that nothing in this Deed Rider or the Regulatory Agreement (i) in any way constitutes a promise or guarantee by MassHousing, DHCD, the Municipality or the Monitoring Agent that the Mortgagee shall actually receive the Mortgage Satisfaction Amount, the Maximum Resale Price for the Property or any other price for the Property, or (ii) impairs the rights and remedies of the Mortgagee in the event of a deficiency.

(i) If a Foreclosure Notice is delivered after the delivery of a Conveyance Notice as provided in Section 4(a) hereof, the procedures set forth in this Section 7 shall supersede the provisions of Section 4 hereof.

8. Covenants to Run With the Property. (a) This Deed Rider, including all restrictions, rights and covenants contained herein, is an affordable housing restriction as that term is defined in Section 31 of Chapter 184 of the Massachusetts General Laws, having the benefit of Section 32 of such Chapter 184, and is enforceable as such. This Deed Rider has been approved by the Director of DHCD.

(b) In confirmation thereof the Grantors and the Owner intend, declare and covenant (i) that this Deed Rider, including all restrictions, rights and covenants contained herein, shall be and are covenants running with the land, encumbering the Property for the Term, and are binding upon the Owner and the Owner's successors in title and assigns, (ii) are not merely personal covenants of the Owner, and (iii) shall enure to the benefit of and be enforceable by the Municipality, the Monitoring Agent and DHCD and their successors and assigns, for the Term. Owner hereby agrees that any and all requirements of the laws of the Commonwealth of Massachusetts have been satisfied in order for the provisions of this Deed Rider to constitute restrictions and covenants running with the land and that any requirements of privity of estate have been satisfied in full.

9. Notice. Any notices, demands or requests that may be given under this Deed Rider shall be sufficiently served if given in writing and delivered by hand or mailed by certified or registered mail, postage prepaid, return receipt requested, to the following entities and parties in interest at the addresses set forth below, or such other addresses as may be specified by any party (or its successor) by such notice.

Municipality: Town of Sudbury
Board of Selectmen
Flynn Building
278 Old Sudbury Road
Sudbury, MA 01776

Grantors: James A. Gardner II and Jennifer L. Gardner
19 Ward Road
Sudbury, MA 01776

Owner: Jacob Lowenberg
4 Longfellow Road
Sudbury, MA 01776

Monitoring Agent

(1) Town of Sudbury
Board of Selectmen
Flynn Building
278 Old Sudbury Road
Sudbury, MA 01776

Others: Director, Local Initiative Program
DHCD
100 Cambridge Street
Suite 300
Boston, MA 02114

Any such notice, demand or request shall be deemed to have been given on the day it is hand delivered or mailed.

10. Further Assurances. The Owner agrees from time to time, as may be reasonably required by the Monitoring Agent, to furnish the Monitoring Agent upon its request with a written statement, signed and, if requested, acknowledged, setting forth the condition and occupancy of the Property, information concerning the resale of the Property and other material information pertaining to the Property and the Owner's conformance with the requirements of the Comprehensive Permit, Program and Program Guidelines, as applicable.

11. Enforcement. (a) The rights hereby granted shall include the right of the Municipality and the Monitoring Agent to enforce this Deed Rider independently by appropriate legal proceedings and to obtain injunctive and other appropriate relief on account of any violations including without limitation relief requiring restoration of the Property to the condition, affordability or occupancy which existed prior to the violation impacting such condition, affordability or occupancy (it being agreed that there shall be no adequate remedy at law for such violation), and shall be in addition to, and not in limitation of, any other rights and remedies available to the Municipality and the Monitoring Agent.

(b) Without limitation of any other rights or remedies of the Municipality and the Monitoring Agent, or their successors and assigns, in the event of any sale, conveyance or other transfer or occupancy of the Property in violation of the provisions of this Deed Rider, the Municipality and Monitoring Agent shall be entitled to the following remedies, which shall be cumulative and not mutually exclusive:

- (i) specific performance of the provisions of this Deed Rider;
- (ii) money damages for charges in excess of the Maximum Resale Price, if applicable;

(iii) if the violation is a sale of the Property to an Ineligible Purchaser except as permitted herein, the Monitoring Agent and the Municipality shall have the option to locate an Eligible Purchaser to purchase or itself purchase the Property from the Ineligible Purchaser on the terms and conditions provided herein; the purchase price shall be a price which complies with the provisions of this Deed Rider; specific performance of the requirement that an Ineligible Purchaser shall sell, as herein provided, may be judicially ordered.

(iv) the right to void any contract for sale or any sale, conveyance or other transfer of the Property in violation of the provisions of this Deed Rider in the absence of a Compliance Certificate, by an action in equity to enforce this Deed Rider; and

(v) money damages for the cost of creating or obtaining a comparable dwelling unit for an Eligible Purchaser.

(c) In addition to the foregoing, the Owner hereby agrees and shall be obligated to pay all fees and expenses (including legal fees) of the Monitoring Agent and/or the Municipality in the event successful enforcement action is taken against the Owner or Owner's successors or assigns. The Owner hereby grants to the Monitoring Agent and the Municipality a lien on the Property, junior to the lien of any institutional holder of a first mortgage on the Property, to secure payment of such fees and expenses in any successful enforcement action. The Monitoring Agent and the Municipality shall be entitled to seek recovery of fees and expenses incurred in a successful enforcement action of this Deed Rider against the Owner and to assert such a lien on the Property to secure payment by the Owner of such fees and expenses. Notwithstanding anything herein to the contrary, in the event that the Monitoring Agent and/or Municipality fails to enforce this Deed Rider as provided in this Section, DHCD, if it is not named as Monitoring Agent, shall have the same rights and standing to enforce this Deed Rider as the Municipality and Monitoring Agent.

(d) The Owner for himself, herself or themselves and his, her or their successors and assigns, hereby grants to the Monitoring Agent and the Municipality the right to take all actions with respect to the Property which the Monitoring Agent or Municipality may determine to be necessary or appropriate pursuant to applicable law, court order, or the consent of the Owner to prevent, remedy or abate any violation of this Deed Rider.

12. Monitoring Agent Services; Fees. The Monitoring Agent shall monitor compliance of the Project and enforce the requirements of this Deed Rider. As partial compensation for providing these services, a Resale Fee [] shall [] shall not be payable to the Monitoring Agent on the sale of the Property to an Eligible Purchaser or any other purchaser in accordance with the terms of this Deed Rider. This fee, if imposed, shall be paid by the Owner herein as a closing cost at the time of Closing, and payment of the fee to the Monitoring Agent shall be a condition to delivery and recording of its certificate, failing which the Monitoring Agent shall have a claim against the new purchaser, his, her or their successors or assigns, for which the Monitoring Agent may bring an action and may seek an attachment against the Property.

13. Actions by Municipality. Any action required or allowed to be taken by the Municipality hereunder shall be taken by the Municipality's Chief Executive Officer or designee.

14. Severability. If any provisions hereof or the application thereof to any person or circumstance are judicially determined, to any extent, to be invalid or unenforceable, the remainder hereof, or the application of such provision to the persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby.

15. Independent Counsel. THE OWNER ACKNOWLEDGES THAT HE, SHE, OR THEY HAVE READ THIS DOCUMENT IN ITS ENTIRETY AND HAS HAD THE OPPORTUNITY TO CONSULT LEGAL AND FINANCIAL ADVISORS OF HIS, HER OR THEIR CHOOSING REGARDING THE EXECUTION, DELIVERY AND PERFORMANCE OF THE OBLIGATIONS HEREUNDER.

16. Binding Agreement. This Deed Rider shall bind and inure to the benefit of the persons, entities and parties named herein and their successors or assigns as are permitted by this Deed Rider.

17. Amendment. This Deed Rider may not be rescinded, modified or amended, in whole or in part, without the written consent of the Monitoring Agent, the Municipality and the holder of any mortgage or other security instrument encumbering all or any portion of the Property, which written consent shall be recorded with the Registry.

Executed as a sealed instrument this 21st day of February, 2008.

Grantors: **James A. Gardner II**
Jennifer L. Gardner

Owner: **Jacob Lowenberg**

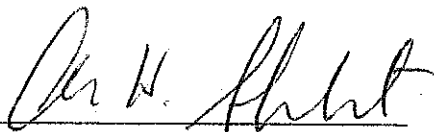
By James A. Gardner II By Jacob Lowenberg
By Jennifer L. Gardner

Attachment 5.a: 4 Longfellow Road - SB Agenda Request Materials 221101 (5547 : Vote not to exercise ROFR 4 Longfellow Road)

COMMONWEALTH OF MASSACHUSETTS

Middlesex South County, ss.

On this 21st day of February, 2008, before me, the undersigned notary public, personally appeared Jacob Lowenberg, the _____ of _____ in its capacity as the _____ of _____, proved to me through satisfactory evidence of identification, which was [a current driver's license] [a current U.S. passport] [my personal knowledge], to be the person whose name is signed on the preceding instrument and acknowledged the foregoing instrument to be his or her free act and deed and the free act and deed of _____ as _____ of _____.

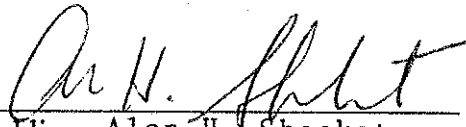


Notary Public Alan H. Shocket
My commission expires: 12-7-2012

COMMONWEALTH OF MASSACHUSETTS

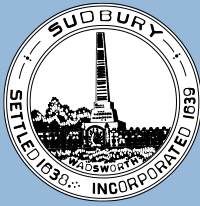
Middlesex South County, ss.

On this 21st day of February, 2008, before me, the undersigned notary public, personally appeared James A. Gardner II and Jennifer L. Gardner, the _____ in its capacity as the _____ of _____, proved to me through satisfactory evidence of identification, which was [a current driver's license] [a current U.S. passport] [my personal knowledge], to be the person whose name is signed on the preceding instrument and acknowledged the foregoing instrument to be his or her free act and deed and the free act and deed of _____ as _____ of _____.



Notary Public Alan H. Shocket
My commission expires: 12-7-2012

Eugene C. Burns
Attest Middlesex S. Register



SUDBURY SELECT BOARD
Tuesday, November 1, 2022

MISCELLANEOUS (UNTIMED)

6: CWMP update

REQUESTOR SECTION

Date of request:

Requestor: Dan Nason DPW Director

Formal Title: Provide an update to the Select Board on the FINAL Comprehensive Wastewater Management Plan (CWMP) and Single Environmental Impact Report (SEIR) and to announce the award of a \$250,000 Housing Choice Grant to the Town of Sudbury to continue groundwater discharge permitting efforts, Mass Historical investigations and additional public outreach for this important wastewater project.

Recommendations/Suggested Motion/Vote: Provide an update to the Select Board on the FINAL Comprehensive Wastewater Management Plan (CWMP) and Single Environmental Impact Report (SEIR) and to announce the award of a \$250,000 Housing Choice Grant to the Town of Sudbury to continue groundwater discharge permitting efforts, Mass Historical investigations and additional public outreach for this important wastewater project.

Background Information:

Dan Nason, Public Works Director to attend with a brief presentation by: Rosemary Blacquier, Jack Troidl and Scott Medeiros of Woodard and Curran, consultant for the Town.

Financial impact expected:

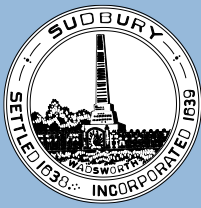
Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

- Select Board Office Pending
- Town Manager's Office Pending
- Town Counsel Pending
- Select Board Pending
- Select Board Pending

11/01/2022 7:00 PM



SUDBURY SELECT BOARD
Tuesday, November 1, 2022

MISCELLANEOUS (UNTIMED)

7: Minutes Review

REQUESTOR SECTION

Date of request:

Requestor: Chair Russo

Formal Title: Vote to review and possibly approve the open session minutes of 8/2/22 and 8/3/22.

Recommendations/Suggested Motion/Vote: Vote to review and possibly approve the open session minutes of 8/2/22 and 8/3/22.

Background Information:
attached drafts

Financial impact expected:

Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

Select Board Office	Pending
Town Manager's Office	Pending
Town Counsel	Pending
Select Board	Pending
Select Board	Pending

11/01/2022 7:00 PM

SUDBURY SELECT BOARD

TUESDAY, AUGUST 2, 2022

(Meeting can be viewed at www.sudburytv.org)

Present: Chair Charles Russo, Vice-Chair Janie Dretler, Select Board Member Daniel Carty, Select Board Member Jennifer Roberts, Select Board Member Lisa Kouchakdjian, Interim Town Manager Maryanne Bilodeau

The statutory requirements as to notice having been complied with, the meeting was convened at 7:00 p.m. via Zoom telecommunication mode.

Chair Russo announced the recording of the meeting and other procedural aspects included in the meeting.

Call to Order/Roll Call

Select Board Roll Call: Carty-present, Dretler-present, Kouchakdjian-present, Roberts-present, Russo-present

Opening remarks by Chair

- Fairbank Groundbreaking event took place on Monday; Interim Town Manager Bilodeau, Vice-Chair Dretler and Elaine Jones of the Permanent Building Committee (PBC) presented at the event
- Congratulations to the Town for establishing two bylaws approved by the office of the Attorney General; Articles 25 and Article 31 from the May Town Meeting to allow remote voting and refinement of the Sudbury Stormwater Bylaw
- State officials have determined that the Sudbury portion of the Commonwealth is currently in a Level 3 Critical Drought category; recommend all residents follow the watering guidelines for the district
- PBC meeting on Wednesday will be discussing submitted bids for Fire Station 2
- Goodnow Library is participating in the Minuteman Network Library Crawl tomorrow from 10:00 AM to 5:00 PM. The mission is to visit as many libraries as possible, including photos being taken at each of the libraries; prizes and passports will be offered
- Public Safety Day on Wednesday, August 17 from 5:00 PM to 8:00 PM at Curtis Middle School
- Celtics legend Bill Russell will be remembered his skill and leadership contributions on and off the basketball court
- In 2019 the Board of Selectmen started its Town Manager Search discussion on June 27th and choose a search firm on September 17 (some twelve weeks later); this Board started such

discussion on June 14 and a Town Manager Search firm will be determined tomorrow, August 3rd. Thanks to the Select Board Members and Staff who achieved that milestone.

Reports from Town Manager

- Recognized Elaine Jones, PBC Member, who provided a great narrative history of the Fairbank Community Center, and the late Mike Melnick (former PBC member) and the late John Beeler (former COA member) who worked tirelessly in the planning of the new Fairbank Community Center
- Potential of temperatures reaching 100 degrees on Thursday, the air-conditioned Goodnow Library will be open Wednesday and Thursday from 9:00 AM to 9:00 PM, and will be open Friday from 9:00 AM to 5:00 PM

Reports from Select Board

Vice-Chair Dretler:

- Acknowledged that Elaine Jones did a phenomenal job providing the history of the Fairbank Community Center, and noted that Mike Melnick and John Beeler would be proud of project accomplishments
- Fun to watch the kids of Sudbury present at the Fairbank Ground Breaking with shovels and construction
- Mentioned roadwork taking place throughout Town and recommended all check the Town website for related updates
- Additional information regarding the Sudbury Housing Trust Mortgage Assistance Program on the Town website
- Park & Recreation Department doing a great job with summer camp programs

Board Member Carty:

- At the School Committee Meeting last night, there was discussion regarding additional Chapter 70 monies being put into the General Fund for the schools
- New Facilities Director Sandra Duran is doing well, and Town projects are advancing

Board Member Roberts:

- Fairbank Community Center Groundbreaking Ceremony was very special, and all speakers were great, especially Elaine Jones, Interim Town Manager Bilodeau and Vice-Chair Dretler. Recognized great contributions from Mike Melnick and John Beeler and hoped their efforts would always be remembered
- DEI Commission seeking input for the “Lived Experience” project before August 31, 2022, which focuses on anonymous stories regarding bias and prejudice in Sudbury

Board Member Kouchakdjian:

- Attended the Fairbank Groundbreaking event and agreed all presentations were great, including comments and efforts made by Vice-Chair Dretler, and efforts contributed by Select Board Member Roberts in the planning of the Fairbank Community Center
- Reminded all to watch the Fairbank Groundbreaking Ceremony on SudburyTV

Citizen's Comments

There were no Citizen's Comments

Interview Town Manager Search Firm - Community Paradigm Associates

Present: Bernard Lynch, Sharon Flaherty and John Petrin – Community Paradigm Associates (CPA)

Chair Russo reviewed the five Town Manager Search Firm Interview Questions to be presented to the two Town Manager Search Firms by Members of the Select Board.

Vice-Chair Dretler asked: "Please tell us about recent successful searches you have completed in Massachusetts, include emphasis on searches for Town Manager form of government and for communities of 15,000 or more." Mr. Lynch responded that CPA had completed some 79 placements since working with the Board two years ago. He mentioned the participating communities of Watertown, Reading, Winthrop, Carlisle, Bourne, Plymouth, and Brookline (to be finalized next week).

Vice-Chair Dretler asked: "What is an example of a search that was not going well, how did you turn the search around, and what did you learn from that process?" Mr. Lynch explained the alternate actions taken by CPA when a candidate withdrew at the last minute in Plymouth.

Board Member Carty asked: "What process do you use when searching for a new Town Manager for a community, and how does that set you apart from other search firms?" Mr. Lynch commented that he and Mr. Petrin have been in the business for some 40 years, and are very active in the Massachusetts Municipal Association and the municipal management program at Suffolk University. Mr. Lynch confirmed that CPA conducts 60% to 65% of town manager searches in MA. Mr. Petrin added that CPA distributes emails/correspondence to every Town Manager and Assistant Town Manager in the state.

Board Member Carty asked: "What does the current Town Manager pool looked like?" Mr. Lynch indicated the current Town Manager candidate pool is good, and this part of the state has an increased pool. He noted that there were 20 qualified applicants for the Town Manager position in Carlisle.

Board Member Roberts asked: "How do you learn about the community in order to find the best candidate and how do we share information about our community with perspective applicants?" Mr. Lynch responded that an extensive position profile is drafted with review of current projects in Sudbury, including Fairbank Community Center, the housing development at the Melone site, Camp Sewataro and the Bruce Freeman Rail Trail project. He added that CPA representatives attend Sudbury Town

Forums, including the recent Sudbury Sustainability Forum, and share these events with prospective candidates.

Board Member Kouchakdjian asked: “How do we alert candidates to the issues that are important to the Town and how do we share that information in order to find candidates who are interested in working on those issues?” Mr. Lynch answered that one important area involved in alerting candidates would be the position statement, in combination of CPA spending a month with the Select Board, and immediately putting out feelers to better define what Sudbury wants.

Chair Russo asked: “How do we attract the right personality for the Town?” Mr. Lynch said his firm gets a sense of what personalities might fit the profile for the Town. He noted that setting up an evaluation during the last part of the search, including some one-on-one and then see how the candidates interact and respond to issues put before them.

Vice-Chair Dretler asked about reducing bias in hiring. Mr. Lynch responded one technique involves a blind process, with redacting all names and locations. He said at this time most communities are seeking a diversity in candidates.

Chair Russo asked how to attract diverse candidates with various skill sets. Mr. Lynch mentioned candidates outside the municipal arena, but thought that exposure to municipal government would be beneficial. He exemplified the Town Manager placed in Reading who was previously an engineer and DPW Commissioner.

Consent Calendar

To approve the award by Interim Town Manager, Maryanne Bilodeau, of a contract with Regional Resource Group, Inc. for property assessment services for a period of three years commencing in FY 2023. The award is made from eligible proposals received in accordance with the requirements set forth in an RFP issued by the Town of Sudbury on June 6, 2022.

Chair Russo read in the words of the motion. Vice-Chair Dretler moved in the words of the Chair. Board Member Kouchakdjian seconded the motion.

It was on motion 5-0; Roberts-aye, Carty-aye, Dretler-aye, Kouchakdjian-aye, Russo-aye

VOTED: To approve the award by Interim Town Manager, Maryanne Bilodeau, of a contract with Regional Resource Group, Inc. for property assessment services for a period of three years commencing in FY 2023. The award is made from eligible proposals received in accordance with the requirements set forth in an RFP issued by the Town of Sudbury on June 6, 2022.

Discussion and vote on whether to approve the Memorandum of Agreement (MOA) between the Town of Sudbury and the Sudbury Civilian Dispatchers Teamsters Local 25, and to ratify the vote taken in Executive Session between the Town of Sudbury and the Civilian Dispatchers Teamsters Local 25; and further to authorize the Interim Town Manager to sign the said MOA.

Interim Town Manager provided a summary of the “Memorandum of Agreement between The Town of Sudbury and Teamsters Local Union No. 25 On Behalf of Town of Sudbury Civilian Dispatchers,” dated July 15, 2022.

Chair Russo read in the words of the motion. Vice-Chair Dretler moved in the words of the Chair. Board Member Roberts seconded the motion.

It was on motion 5-0; Roberts-aye, Carty-aye, Dretler-aye, Kouchakdjian-aye, Russo-aye

VOTED: To approve the Memorandum of Agreement (MOA) between the Town of Sudbury and the Sudbury Civilian Dispatchers Teamsters Local 25, and to ratify the vote taken in Executive Session between the Town of Sudbury and the Civilian Dispatchers Teamsters Local 25; and further to authorize the Interim Town Manager to sign the said MOA.

Recess

Vice-Chair Dretler motioned to recess and resume the meeting at 7:54 PM. Board Member Roberts seconded the motion.

It was on motion 5-0; Roberts-aye, Carty-aye, Dretler-aye, Kouchakdjian-aye, Russo-aye

VOTED: To recess and resume the meeting at 7:54 PM.

The meeting resumed at 7:54 PM

Interview Town Manager Search Firm - Municipal Resources Inc.

Present: Buzz Stapczynski, Alan Gould, Bob Mercier

Vice-Chair Dretler asked: “Please tell us about recent successful searches you have completed in Massachusetts, include emphasis on searches for Town Manager form of government and for communities of 15,000 or more.” Mr. Stapczynski responded that MRI had completed many New England placements, including the Town Manager search for Bloomfield, CT (similar to Sudbury in demographics and size). Mr. Gould state MRI had worked with Concord, Lexington and Sudbury.

Vice-Chair Dretler asked “What is an example of a search that was not going well, how did you turn the search around and what did you learn from that process?” Mr. Gould responded that MRI was still working on a challenging search in Somerset, MA where many changes are taking place in that town and President Biden was there to consider energy/wind incentives. He added that that the community could not work out an agreement with the candidate who ending up renewing their current contract.

Board Member Carty asked: “What process do you use when searching for a new Town Manager for a community, and how does that set you apart from other search firms?” Mr. Gould responded extensive interviews and listening sessions with community members, department heads/other Town officials, and conducting listening sessions with residents. He added that in depth essay questions would be included, as agreed upon by the Select Board. He stressed a very extensive background investigation would initially take place before going further with the process.

Board Member Carty inquired about a possible candidate pool for Sudbury. Mr. Mercier responded the task is challenging for many communities, but Sudbury is considered a very good community, and “good people” will want to work in Sudbury. Mr. Stapczynski confirmed that former Sudbury Town Manager Melissa Rodrigues was placed by MRI.

Board Member Roberts asked: “How do you learn about the community in order to find the best candidate and how do we share information about our community with perspective applicants?” Mr. Gould responded MRI had researched priority projects and Town Department considerations since 2016 when placing Ms. Rodrigues. Mr. Stapczynski stressed that the Town’s Triple AAA rating and fiscal stability went a long way in attracting qualified candidates.

Mr. Gould noted a Sudbury website would be created for Town Manager candidates.

Board Member Kouchakdjian asked: “How do we alert candidates to the issues that are important to the Town and how do we share that information in order to find candidates who are interested in working on those issues?” Mr. Gould mentioned the challenges and important considerations in Sudbury. He explained that candidate essay questions would revolve around challenges/issues in the community. Mr. stated MRI strongly encourages the serious candidates to review the Sudbury Town meetings and Select Board meetings to appreciate and understand how conflicting issues are handled and how a candidate might answer such considerations.

Mr. Gould mentioned the challenges and community considerations. Essay questions revolve around challenges/issues in the community. Mr. Mercier stated the serious candidates would be encouraged to review Sudbury Town meetings, Select Board meetings and to encourage the candidate to address issues with conflicting opinions.

Chair Russo asked: “How do we attract the right personality for the Town and how do we evaluate to find the right fit?” Mr. Gould responded that past performance is a good indicator of present character/personality. He stated that aspects of a candidate would be presented to the Board, adding that Mr. Mercier and Mr. Stapczynski had been with MRI for a long time and maintain a wide network.

Vice-Chair Dretler asked about reduction of bias when presenting candidates. Mr. Gould confirmed that related advertising and searching is inclusive, and MRI avoids potential bias implications.

Chair Russo inquired about attracting candidates with diverse backgrounds. Mr. Gould provided examples of three candidates who are Town Managers with related skill sets which are most effective and nonconventional. Mr. Stapczynski confirmed that many candidates are seriously considering transferring to New England. He added that the team is currently in the final Town Manager placement process in the Towns of Norfolk and Sherborn.

Interim Town Manager Bilodeau detailed that the Board would announce the firm selected to direct the Town Manager search, and that firm would join the Select Board meeting on August 9 to consider related timelines and join the Select Board meeting on August 30 to continue a more robust conversation.

Discuss Search Firm Composite Interview ratings

Interim Town Manager Bilodeau confirmed that MRI rated 75 and CPA rated 77. She detailed that the Town Manager Search Firm choice would be determined at tomorrow’s Select Board Meeting.

Public Comments (cont.)

None

Upcoming agenda items

August 9, 2022

- General Bylaw for proposed antennas - Town Meeting Warrant in January
- Questions for Public Hearing on the 30th and preparation time considerations; comments directed to Town Counsel and Verizon for final review no later than Aug. 12 and information to be given to the Board as soon as possible
- COD appointments
- Select Board Policies
- Vocational Education Update – Lisa
- BFRT Contracts
- Bike Track Presentation

Adjourn

Vice-Chair Dretler motioned to adjourn the meeting. Board Member Lisa seconded the motion.

It was on motion 5-0; Carty-aye, Kouchakdjian-aye, Dretler-aye, Roberts-aye, Russo-aye

VOTED: To adjourn the meeting

There being no further business, the meeting was adjourned at 9:00 PM.

SUDBURY SELECT BOARD

WEDNESDAY, AUGUST 3, 2022

(Meeting can be viewed at www.sudburytv.org)

Present: Chair Charles Russo, Vice-Chair Janie Dretler, Select Board Member Daniel Carty, Select Board Member Jennifer Roberts, Select Board Member Lisa Kouchakdjian, Interim Town Manager Maryanne Bilodeau

The statutory requirements as to notice having been complied with, the meeting was convened at 7: 00 p.m. via Zoom telecommunication mode.

Chair Russo announced the recording of the meeting and other procedural aspects included in the meeting.

Call to Order/Roll Call

Select Board Roll Call: Dretler-present, Roberts-present, Carty-present, Kouchakdjian-present, Russo-present

Opening remarks by Chair

- Announced it will be very hot tomorrow and the Town has posted two cooling centers; Senior Center (open from 9:00 AM to 4:00 PM) and the Goodnow Library (open from 9:00 AM to 9:00 PM); information can be found on the Town website.
- Announced that the Board would be selecting the Town Manager Search Firm at this meeting; extended thanks to the Board for their related work in conjunction with Staff including Maryanne Bilodeau, Patty Golden, Leila Frank, Carol Hobin, Deb Takacs and SudburyTV

Reports from Town Manager

- Acknowledged Select Board Members rated both Town Manager Search Firms equally; Community Paradigm Associates (CPA) with the total of 89 points, and Municipal Resources Inc. (MRI) with a total of 89 points, and the only difference being the price proposals

Discussion/vote to select Town Manager Search Firm

Board Member Carty commented that CPA did not bring many candidates to the Board the last time the Town contracted with CPA. He noted that he favored MRI.

Chair Russo confirmed that he also preferred MRI in consideration of their extensive candidate screening and essay exercises. He added that MRI had recent placements in the towns of Acton and Lexington, and the price difference between the two search firms was not substantial.

Vice-Chair Dretler commented that MRI advocated for non-traditional candidates, and she indicated that a Town Manager candidate with municipal experience would be preferred.

Board Member Kouchakdjian mentioned that CPA had more experience in MA, when compared to MRI, who covered the New England area. She agreed with Vice-Chair Dretler that MRI was stressing the non-traditional candidate, and feared that might be the only type of candidate they would bring to the Board.

Board Member Roberts stressed it was important to review the placements made by each firm in the last year. She stated that CPA had more MA placements, and candidates with municipal experience would be helpful as confirmed by CPA.

Board Member Roberts agreed with comments made by Vice-Chair Dretler who stressed that the Select Board must provide clear direction to the Town Manager Search team chosen by the Board.

Chair Russo perceived MRI as a “fixer,” who brought former Sudbury Town Manager Melissa Rodrigues to Sudbury.

Board Member Kouchakdjian stated that CPA might be more familiar with Sudbury since they were involved in Town projects two years ago and MRI had last worked with Sudbury seven years ago.

Board Member Carty opined that CPA was recommending candidates with less experience, and that the candidates they brought to the Board were “off the street,” and CPA did not find those two candidates.

Vice-Chair Dretler stated that CPA advocated for one-on-one interviews, and that she reached out to Winthrop officials who verified CPA and worked with that Town who implemented their own search process.

Chair Russo motioned to appoint Municipal Resources Inc. as the Town Manager Search Firm for the Town of Sudbury. Board Member Carty seconded the motion.

It was on motion 2-3; Carty-aye, Russo-aye, Dretler-no, Roberts-no, Kouchakdjian-no

VOTED: Not to appoint Municipal Resources Inc. as the Town Manager Search Firm for the Town of Sudbury.

Motioned failed to appoint Municipal Resources Inc. as the Town Manager Search Firm for the Town of Sudbury.

Vice-Chair Dretler motioned to appoint CPA as the Town Manager Search Firm for the Town of Sudbury. Board Member Kouchakdjian seconded the motion.

It was on motion 3-2; Dretler-aye, Kouchakdjian-aye, Roberts-aye, Carty-no, Russo-no

VOTED: To appoint Community Paradigm Associates as the Town Manager Search Firm for the Town of Sudbury

Motioned passed to appoint Community Paradigm Associates as the Town Manager Search Firm for the Town of Sudbury

Chair Russo maintained CPA and MRI were the two best search firms around.

Vote to authorize Interim Town Manager to finalize and sign contract for Town Manager Executive Search Firm, with the approval of the Select Board Chair

Chair Russo read in the words of the motion. Board Member Kouchakdjian moved in the words of the Chair. Vice-Chair Dretler seconded the motion.

It was on motion 4-1; Dretler-aye, Roberts-aye, Kouchakdjian-aye, Carty-no, Russo-aye

VOTED: To authorize Interim Town Manager to finalize and sign contract for Town Manager Executive Search Firm, with the approval of the Select Board Chair

Chair Russo confirmed the Board would meet with CPA at the Select Board meeting of August 9, 2022.

Citizen's Comments

There were no Citizen's Comments

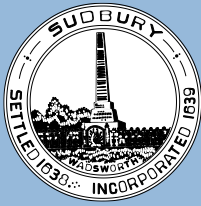
Adjourn

Vice-Chair Dretler motioned to adjourn the meeting. Board Member Kouchakdjian seconded the motion.

It was on motion 5-0; Carty-aye, Kouchakdjian-aye, Dretler-aye, Roberts-aye, Russo-aye

VOTED: To adjourn the meeting

There being no further business, the meeting was adjourned at 7:45 PM.



SUDBURY SELECT BOARD
Tuesday, November 1, 2022

MISCELLANEOUS (UNTIMED)

8: Public Comments (cont)

REQUESTOR SECTION

Date of request:

Requested by: Patty Golden

Formal Title: Public Comments (cont)

Recommendations/Suggested Motion/Vote:

Background Information:

Financial impact expected:

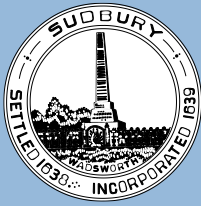
Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

Select Board Office	Pending
Town Manager's Office	Pending
Town Counsel	Pending
Select Board	Pending
Select Board	Pending

11/01/2022 7:00 PM



SUDBURY SELECT BOARD
Tuesday, November 1, 2022

MISCELLANEOUS (UNTIMED)

9: Upcoming agenda items

REQUESTOR SECTION

Date of request:

Requested by: Patty Golden

Formal Title: Upcoming agenda items

Recommendations/Suggested Motion/Vote:

Background Information:

Financial impact expected:

Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

Select Board Office	Pending
Town Manager's Office	Pending
Town Counsel	Pending
Select Board	Pending
Select Board	Pending

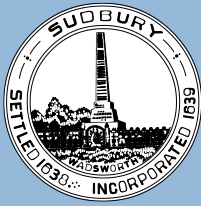
11/01/2022 7:00 PM

POTENTIAL UPCOMING AGENDA ITEMS/MEETINGS

MEETING/EVENT	DESCRIPTION
Mon, Nov. 7, 6:30 – 8:30 PM	Community discussions (via Zoom) with Town Manager candidates. Hosted by search firm Community Paradigm Associates.
Wed, Nov. 9, 6:30 – 8:30 PM	Community discussions (via Zoom) with Town Manager candidates. Hosted by search firm Community Paradigm Associates.
Sat. Nov. 12, 8:30 AM – 3:00 PM	Town Manager candidate interviews. In-person meeting with candidates at Lower Town Hall.
Nov. 15	Tax Classification – pre-briefing discussion with Director of Assessing Cynthia Gerry
	Serving Extensions – Thanksgiving and New Year’s Eve
	Thursday Garden Club- Bench Donation
	Interview DEI members who are candidates for reappointment
	Fall 2022 Newsletter articles approval
	Potential vote on Town Manager candidate
Nov. 29	Annual Tax Classification Hearing (7:15 PM)
	DEI Commission interviews (new members)
	DEI Commission update
Dec. 6	Open 2023 Warrant and announce Annual Town Meeting for May 1-3, 2023 at LSRHS
Dec. 20	Annual License Renewals (Alcohol/Common Victualler)
	Potential update with Eversource
Date to be determined	BFRT Advisory Task Force to meet with Select Board re: trail signage
	Executive Sessions to discuss and vote new Town Manager contract
	LS Agreement
	Remote Meeting Policy (Lisa K.)
	Interview candidate for Energy Committee
	Capital Process
	Citizen Leadership Forum (Govt and how it works)
	Climate Emergency declaration & sustainability director
	Discussion on Civics projects for SPS/LS/Scouts
	Discussion on Select Board meeting flow, process, efficiency, and decorum
	Discussion on potential ADA policy
	Discussion on Town Manager Task Requests
	SB self-evaluation process individually and collectively (Lisa K)
	Fairbank Community Center update (ongoing)
	Health/COVID-19 update
	Investment Advisory Committee
	Invite Commission on Disability Chair to discuss Minuteman High School
	Local receipts – fee schedule review (Chair Russo)
	Bi-monthly update from Eversource (Oct, Dec, Feb, Apr, June, Aug)
	Quarterly review of approved Executive Session Minutes for possible release (February, May, August and November). Consider separate meeting solely for this purpose.

Attachment9.a: Upcoming items 11.01.22 (5482 : Upcoming agenda items)

	Quarterly update from Diversity, Equity and Inclusion Commission (DEI) (December, March, June, September)
	Quarterly update on Bruce Freeman Rail Trail (BFRT) (March, June, September, December)
	Quarterly update on Key Performance Indicators (KPIs) projects to track (December, March, June, September)
	Peakham Road Speed Limits (citizen request)
	Route 20 empty corner lot – former gas station
	Select Board Retreat (Vice Chair Dretler) and SB statements
	Sidewalks discussion
	Solar Panels
	Subcommittee discussion (Executive)
	Town meeting recap – year in review
	Town-wide traffic assessment and improve traffic flow
	Update on crosswalks (Chief Nix/Dan Nason)
	Update on traffic policy (Chief Nix)
	Work Session with Town Counsel: Select Board/Town Manager Code of Conduct and other procedural training
Standing Items for All Meetings	Select Board requests for future agenda items at end of meeting
	Public Comments, continued (if necessary)



SUDBURY SELECT BOARD
Tuesday, November 1, 2022

CONSENT CALENDAR ITEM

10: Bowker Neighborhood Turkey Trot

REQUESTOR SECTION

Date of request:

Requestor: Peter Gottlieb, Sudbury Resident

Formal Title: Vote to Grant a Special Permit to Pete Gottlieb to hold the "Bowker Neighborhood Turkey Trot" on Thursday, November 24, 2022, from 8 AM through approximately 9 AM, 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 Pete Gottlieb to hold the "Bowker Neighborhood Turkey Trot" on Thursday, November 24, 2022, from 8 AM through approximately 9 AM, 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:

- Select Board Office Pending
- Town Manager's Office Pending
- Town Counsel Pending
- Leila S. Frank Pending
- Select Board Pending
- Select Board Pending

11/01/2022 7:00 PM



TOWN OF SUDBURY
Office of Select Board
www.sudbury.ma.us

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

Email: SBadmin@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 Select Board 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 Towns 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 Select Board approval. Processing begins after all required materials are received, so please plan accordingly.

Organization Name _____

Event Name Bowker Neighborhood Turkey Trot

Organization Address 289 Willis Road, Sudbury MA 01776

Name of contact person in charge Pete Gottlieb

Telephone Number(s) of contact _____ (cell) _____

Email address _____

Date of event 11-24-22 Rain Date NA

Starting time 8am Ending time 9am

Route of the race/relay and portion of the road requested to be used (please indicate on map and attach to this application) Map Attached

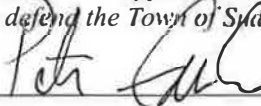
Anticipated number of participants 40

Assembly area (enclose written permission of owner if private property to be used for assembly) _____
289 Willis Road Sudbury MA 01776 (Contact/Organizer's Home)

Organization that proceeds will go to Preston Robert Tisch Brain Tumor Center

Any other important information _____

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 10/20/22



TOWN OF SUDBURY

Office of Select Board

www.sudbury.ma.us

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

Email: SBadmin@sudbury.ma.us

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

Application Checklist:

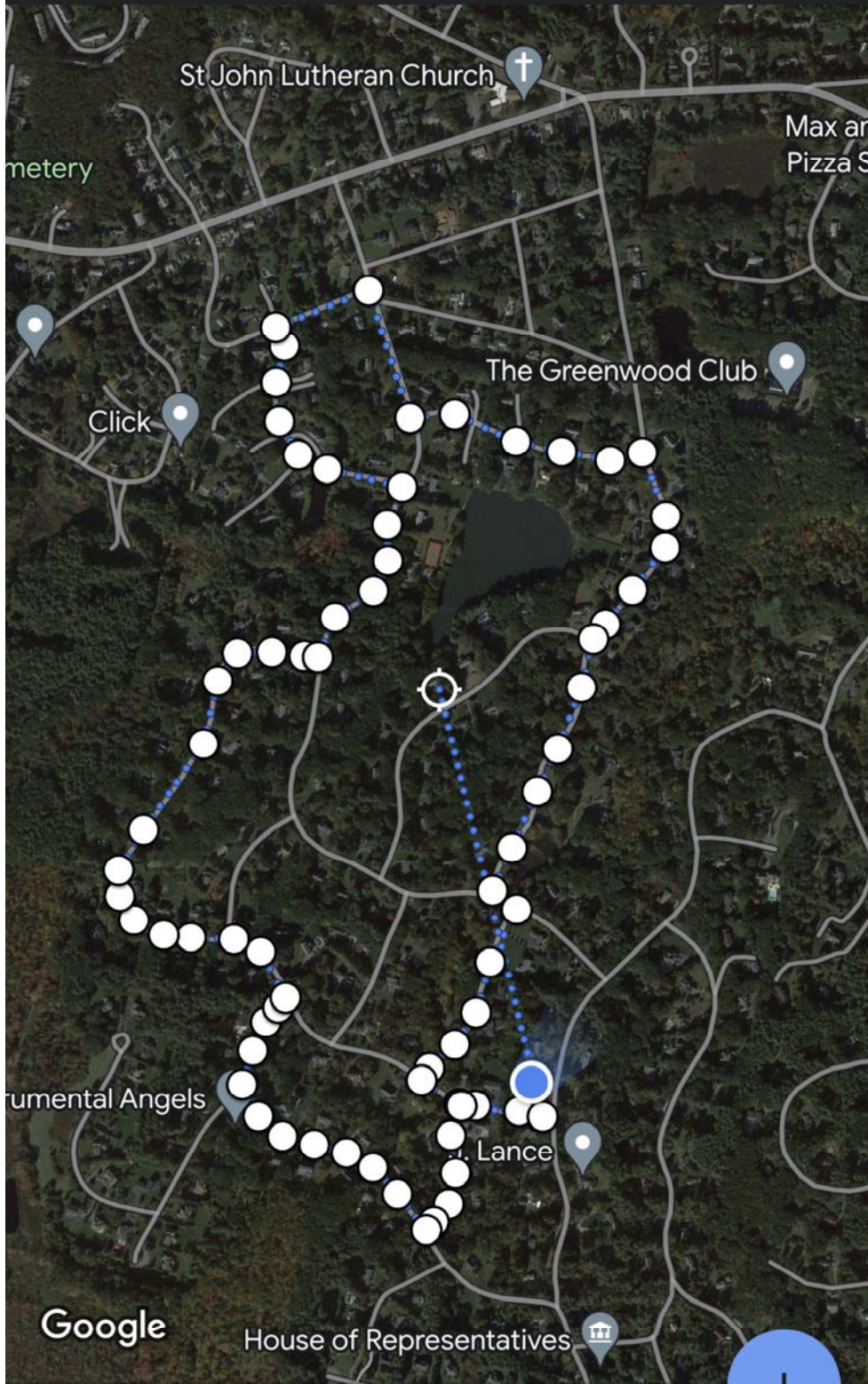
- Application Form
- Map of Route
- Evidence of Certificate of Insurance (please see details above)

Please submit completed application and materials to:

Office of Select Board
278 Old Sudbury Rd.
Sudbury, MA 01776
Fax: 978-443-0756
Email: SBadmin@sudbury.ma.us

Measure distance

Drag the map and tap "Add point."



Google

3.084 mi

Add point

Attachment10.a: Bowker Turkey Trot 2022_SB (5541 : Bowker Neighborhood Turkey Trot)



Pete Gottlieb

Thanksgiving Day Fun Run / Turkey Trot

Nix, Scott
To: Pete Gottlieb

I think you have planned well. Should not be an issue. Good luck and Happy Friday!

Respectfully,

Scott Nix
Chief of Police

Sudbury Police Department
75 Hudson Road
Sudbury, MA 01776

From: Pete Gottlieb
Sent: Friday, October 14, 2022 8:51 AM
To: Nix, Scott
Subject: Re: Thanksgiving Day Fun Run / Turkey Trot

Starting and ending point would be the backyard of 289 Willis road (my house)Aiming for 50 participants tops - mostly friends and neighbors that already live in The neighborhood so can enco belcher. I see this as busy as any well attended open house.

On Fri, Oct 14, 2022 at 8:44 AM Nix, Scott wrote:

Good morning sir,

The proposed route seems decent, particularly given it would be on Thanksgiving with far less traffic. One concern is what I believe is your starting point. Could you confirm your plan for

Who do you anticipate will participate? Will parking be an issue or just neighbors getting together? I would be happy to connect via phone as well. Happy Friady!

Respectfully,

Scott Nix
Chief of Police

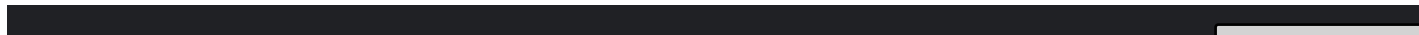
Sudbury Police Department
75 Hudson Road
Sudbury, MA 01776

From: Pete Gottlieb
Sent: Wednesday, October 12, 2022 1:21 PM
To: Nix, Scott
Subject: Re: Thanksgiving Day Fun Run / Turkey Trot

Hi Scott - checking in here

On Sun, Oct 9, 2022 at 5:39 AM Pete Gottlieb wrote:

Here is a proposed map



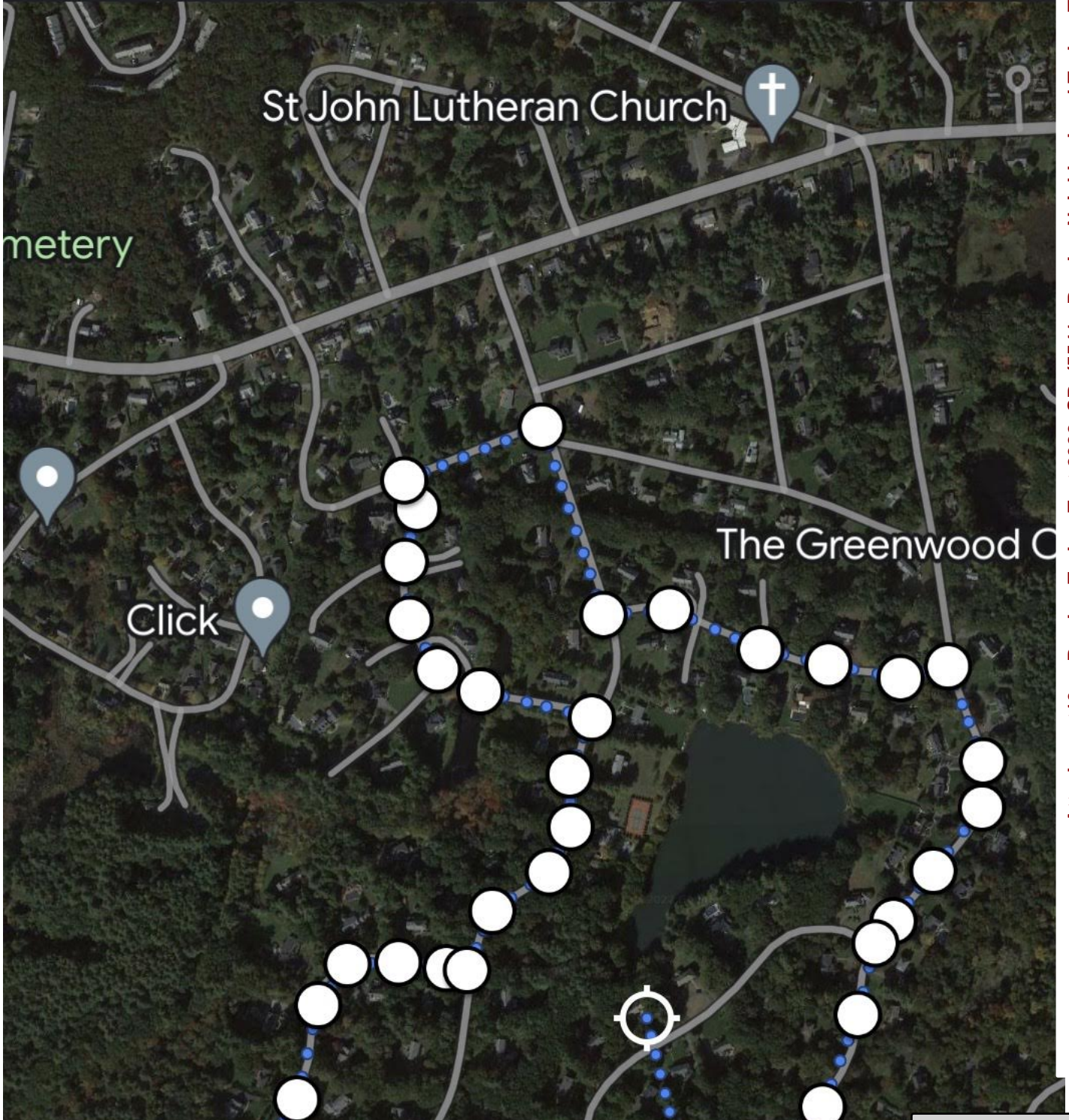
Attachment10.a: Bowker Turkey Trot 2022_SB (5541 : Bowker Neighborhood Turkey Trot)

5:38 ↗

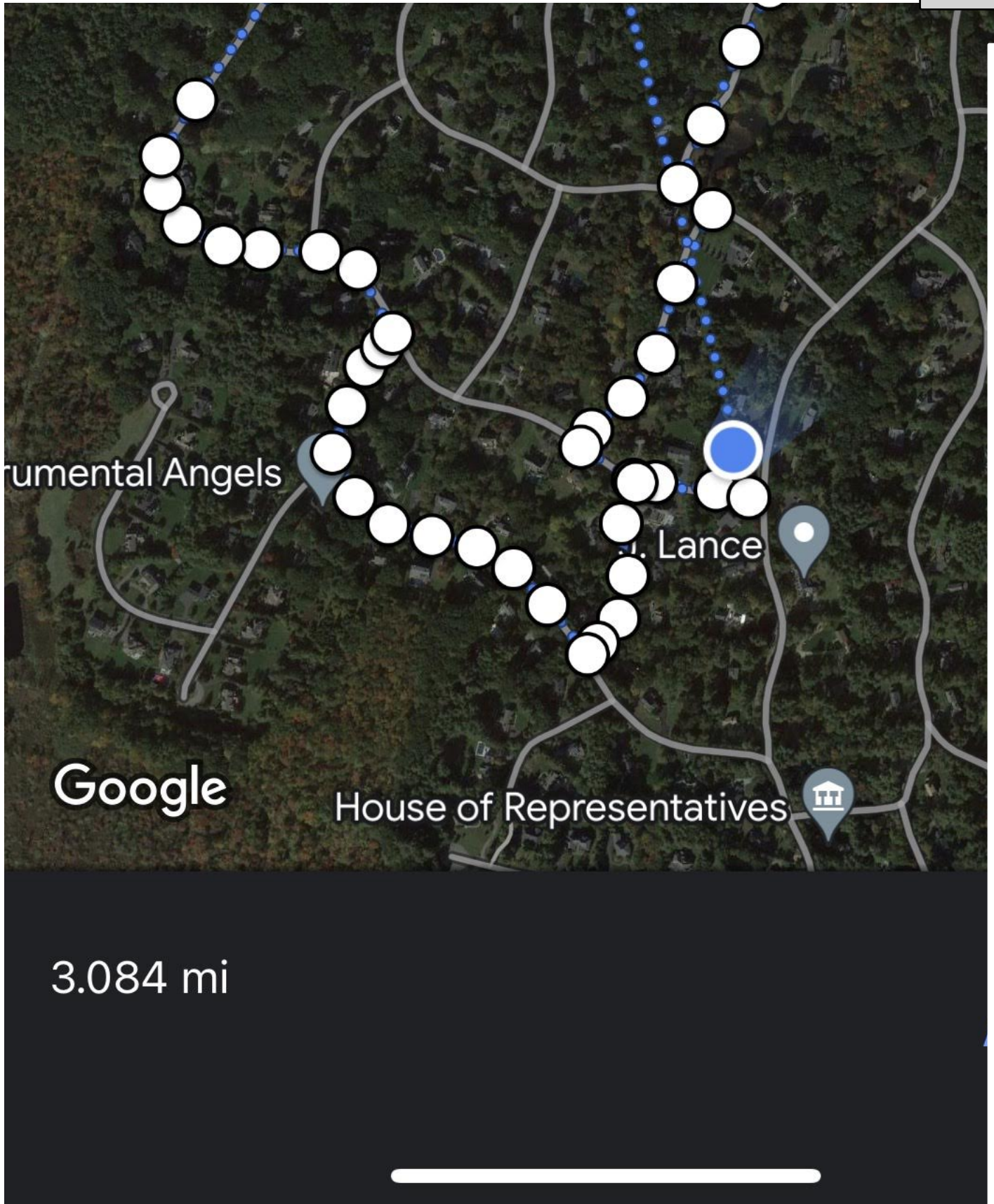


Measure distance

Drag the map and tap "Add point."



Attachment10.a: Bowker Turkey Trot 2022_SB (5541 : Bowker Neighborhood Turkey Trot)



Attachment10.a: Bowker Turkey Trot 2022_SB (5541 : Bowker Neighborhood Turkey Trot)

On Sat, Oct 8, 2022 at 4:18 PM Nix, Scott wrote:

Good afternoon sir,

Do you have a proposed route by chance. Our involvement is relative to assisting with planning a safe event. Happy Saturday!

Respectfully,

Scott Nix

Chief of Police

Sudbury Police Department

75 Hudson Road

Sudbury, MA 01776

From: Pete Gottlieb
Sent: Friday, October 7, 2022 10:51 AM
To: Police Department
Subject: Thanksgiving Day Fun Run / Turkey Trot

My name is Pete Gottlieb, I am a resident of Sudbury at 289 Willis Road.

I am interested in learning about the process to hold a 3-mile Turkey Trot through the Bowker neighborhood on the morning of 11/24, and if permitted, ensuring all safety matters are recommended I reach out to the Police Department in advance of submitting an application for the event.

Thanks!

PG

--

Peter Gottlieb

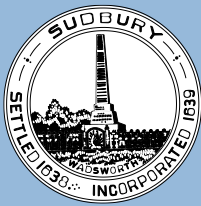
Attachment10.a: Bowker Turkey Trot 2022_SB (5541 : Bowker Neighborhood Turkey Trot)

Bowker Turkey Trot

Thursday, November 24, 2022

Department Feedback

Department	Staff	Date	Comments
Fire Department	Chief Whalen	10/18/22	The Fire Department has no issue with this event.
Highway Department	Dan Nason	10/25/22	The Public Works Department does not have an issue with this event assuming there are no resources (labor, vehicles or equipment) needed from the Department.
Park & Recreation	Dennis Mannone	10/19/22	P&R has no concerns
Police Department	Chief Nix	10/18/22	The police department does not have an issue with the event. I believe you have my email correspondence whereby the applicant covered my concerns.



SUDBURY SELECT BOARD

Tuesday, November 1, 2022

CONSENT CALENDAR ITEM**11: Approve award of contract for dog/animal control svcs**REQUESTOR SECTION

Date of request:

Requestor: Interim Town Manager Bilodeau

Formal Title: To approve award of contract and execution thereof by the Interim Town Manager for independent contractor dog/animal control services pursuant to the Request for Proposals and evaluation of said proposals received, said contract to be for an initial period of eleven months with renewal in each of the following two full years at the Town's option, said option to be determined and contracted by the Interim Town Manager or Town Manager; and further, to appoint said contractor as Dog/Animal Control Officer for the Town of Sudbury.

Recommendations/Suggested Motion/Vote: To approve award of contract and execution thereof by the Interim Town Manager for independent contractor dog/animal control services pursuant to the Request for Proposals and evaluation of said proposals received, said contract to be for an initial period of eleven months with renewal in each of the following two full years at the Town's option, said option to be determined and contracted by the Interim Town Manager or Town Manager; and further, to appoint said contractor as Dog/Animal Control Officer for the Town of Sudbury.

Background Information:

Request for proposals (RFPs) for one contractor to provide animal control services consisting of Board of Health Animal Inspector and Town Dog/Animal Control officer are solicited every three years. The current provider's services were extended for one month to accommodate the late timing of the RFP. Therefore, the first term is for eleven months and the optional second and third years are each for twelve-month periods. The wording of the vote language follows that of the previous contractual process.

Financial impact expected:

Approximate agenda time requested:

Representative(s) expected to attend meeting:

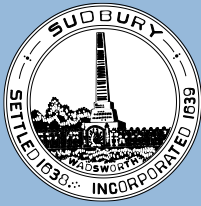
Review:

Select Board Office

Pending

Town Manager's Office Pending
Town Counsel Pending
Select Board Pending
Select Board Pending

11/01/2022 7:00 PM



SUDBURY SELECT BOARD
Tuesday, November 1, 2022

CONSENT CALENDAR ITEM

12: Accept resignation of Housing Trust member

REQUESTOR SECTION

Date of request:

Requested by: Patty Golden

Formal Title: Vote to accept the resignation of Karl Pops, 74 Bay Drive, from the Sudbury Housing Trust and send a letter of thanks for his service to the Town.

Recommendations/Suggested Motion/Vote:

Background Information:

Financial impact expected:

Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

- Select Board Office Pending
- Town Manager's Office Pending
- Town Counsel Pending
- Select Board Pending
- Select Board Pending

11/01/2022 7:00 PM

From: Karl Pops <karlpops.a@gmail.com>
Sent: Wednesday, September 7, 2022 9:32 PM
To: Duchesneau, Adam <DuchesneauA@sudbury.ma.us>
Cc: Poteat, Ryan <PoteatR@sudbury.ma.us>
Subject: Re: Resignation

Hi Adam,

Thank you for the kind words and all your assistance throughout. The resignation will be effective October 1st, 2022 which is when I will move.

Best,
Karl

On Wed, Sep 7, 2022 at 9:26 PM Duchesneau, Adam <DuchesneauA@sudbury.ma.us> wrote:

Hello Karl,

We are very sorry to hear this. You have been an asset to the Housing Trust during your membership. Thank you for your service.

If you could please respond to this email thread, with Ryan and I on it, which specifies a specific date of your resignation so we can pass it along to the Select Board's Office and Town Clerk's Office.

Please let me know if you have any questions and best of luck in Boston! Thank you.

Adam

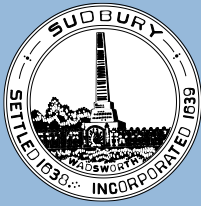
Adam L. Duchesneau, AICP (he/him/his)

Director of Planning & Community Development

Town of Sudbury | Flynn Building, 278 Old Sudbury Road | Sudbury, MA 01776

t 978-639-3398 | f 978-639-3314 | DuchesneauA@Sudbury.MA.us

www.sudbury.ma.us



SUDBURY SELECT BOARD
Tuesday, November 1, 2022

CONSENT CALENDAR ITEM

13: Ratify vote taken on 10/11/22 re: GIC renewal

REQUESTOR SECTION

Date of request:

Requested by: Patty Golden

Formal Title: Ratify the vote taken on 10/11/22 and sign the Memorandum of Agreement between the Town of Sudbury and the Sudbury Public Employee Committee (PEC) to provide health insurance through the Group Insurance Commission for another three-year period from July 1, 2023 to June 30, 2026.

Recommendations/Suggested Motion/Vote: Ratify the vote taken on 10/11/22 and sign the Memorandum of Agreement between the Town of Sudbury and the Sudbury Public Employee Committee (PEC) to provide health insurance through the Group Insurance Commission for another three-year period from July 1, 2023 to June 30, 2026.

Background Information:
Attached MOA

Financial impact expected:

Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

Select Board Office	Pending
Town Manager's Office	Pending
Town Counsel	Pending
Select Board	Pending
Select Board	Pending

11/01/2022 7:00 PM

**MEMORANDUM OF AGREEMENT
BETWEEN
THE TOWN of SUDBURY
AND
THE M.G.L. c. 32B, s. 21-23 SUDBURY PUBLIC EMPLOYEE COMMITTEE
TO PROVIDE HEALTH INSURANCE THROUGH
THE GROUP INSURANCE COMMISSION**

WHEREAS, the Town of Sudbury including the Sudbury Public Schools ("Town"), currently provides health insurance benefits to its subscribers pursuant to M.G.L. c. 32B; and

WHEREAS, the Town, by a vote of its Select Board on November 21, 2011 voted to implement sections 21-23 of M.G.L. c. 32B for the purpose of transferring all subscribers to the Commonwealth's Group Insurance Commission; and,

WHEREAS, the Town, and the Public Employee Committee ("PEC") entered into a written agreement to transfer the Town's subscribers to the GIC pursuant to M.G.L. c. 32B, 21-23 effective July 1, 2012; and

WHEREAS, the Town and the PEC have agreed to continue the Town's participation in the GIC for an additional three year period from July 1, 2023 through June 30, 2026;

NOW THEREFORE, the Town and the PEC agree as follows:

Purpose and Term of Agreement

1. The purpose of this Agreement is the extension of the Town's participation in the GIC benefit program effective July 1, 2023, pursuant to the process authorized by sections 21-23 of M.G.L. c. 32B. The parties agree that the term of this Agreement expires June 30, 2026. Any decision by the Town to exit the GIC would be accomplished in accordance with the rules of the GIC and applicable laws and regulations.

Approval of MOA as PEC Agreement by the Town and the PEC

2. By executing this Agreement both the Town and the PEC agree to all of the terms of this Agreement.

Waiting/Hiatus Period

3. Waiting/Hiatus Period

New employees of the Town are eligible to enroll in health insurance offered by the GIC in accordance 805 CMR 9.01. GIC health insurance benefits begin on the first day of the month following sixty (60) days or two (2) full calendar months of employment, whichever is less. The period between the date of employment and the effective date of coverage pursuant to 805 CMR. 9.01(3) are hereinafter referred to as the "Waiting/Hiatus Period."

4. Waiting/Hiatus Period Stipend

During the "Waiting/Hiatus Period," the Town shall pay a stipend ("Waiting/Hiatus Period Stipend") to those employees who have notified the Town within 10 calendar days of employment that they have chosen to enroll in one of the health insurance plans offered by the GIC. The amount of the "Waiting/Hiatus Period Stipend" will be equal to the employer's portion of the premium or cost for whichever plan the employee has chosen to enroll. To receive the "Hiatus Period Stipend", the employee must show both proof of other health insurance coverage during the "Waiting/Hiatus Period," (e.g., COBRA or other alternative health insurance plan). If the employee's payment for the other health insurance is an amount that is less than the dollar equivalent of the Town's contribution for the plan the employee has enrolled in the employee shall only receive the reduced amount from the Town. New employees will receive a written statement outlining the obligations under the Waiting/Hiatus Period.

Newly enrolled employees/subscribers who cancel their GIC coverage within sixty (60) days of the effective date of the GIC coverage shall return the "Waiting/Hiatus Period Stipend" in its entirety to the Town.

5. GIC Retroactive Effective Date of Coverage

Subscribers may request retroactive coverage from the GIC in accordance with 805 CMR 9.01(4). Therefore, if a subscriber incurs a medical expense(s) during the "Waiting/Hiatus Period" that in sum exceeds the full-cost health insurance premium of the GIC's elected plan for the "Waiting/Hiatus Period", the subscriber may file a written request to the GIC for approval of health coverage to become effective on the first day of employment. Upon approval by the GIC, coverage shall take effect as of the first day of employment. In this event, the Town shall submit the full-cost health insurance premium for the "Waiting/Hiatus Period" to the GIC in a timely manner. The employee shall reimburse the Town for the premium and any "Waiting/Hiatus Period Stipend" amount already received through normal payroll deductions.

- a. The provisions of subparagraphs (6), (7) and (8) (Waiting/Hiatus Period) shall expire if and when the GIC eliminates the "Waiting/Hiatus Period".

Severability Clause

6. If any provision or portion of this Agreement is found to be unenforceable or unlawful, the remaining provisions or portions shall remain binding.

Authorization to Sign Agreement

7. Each signatory to this Agreement is authorized to bind the entity he/she represents. The PEC signatories represent that they have the authorization and approval of a majority of the weighed votes of the PEC to execute this Agreement and that this Agreement is binding on all subscribers including active employees, retirees and dependents.

The Town of Sudbury

Charles G. Russo, Select Board Chair

Janie W. Dretler, Select Board Vice-Chair

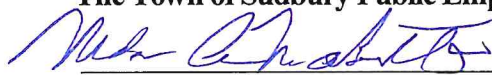
Daniel E. Carty, Select Board Member

Jennifer S. Roberts, Select Board Member

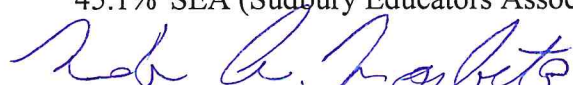
Lisa V. Kouchakdjian, Select Board Member

Maryanne Bilodeau, Interim Town Manager

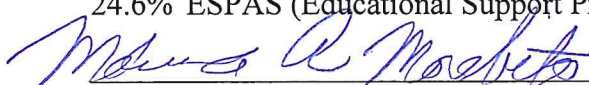
The Town of Sudbury Public Employee Committee



45.1% SEA (Sudbury Educators Association)

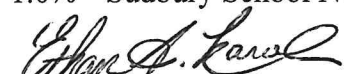


24.6% ESPAS (Educational Support Professional Support Association of Sudbury)



2.3% Sudbury Education Association Custodial Employees

1.0% Sudbury School Nurses' Association



3.0% Massachusetts Coalition of Police Local 370, AFL-CIO

0.8% Massachusetts Coalition of Police Sergeants Local 370A, AFL-CIO

6.3% Sudbury Firefighter Association Local 2023 IAFF, AFL-CIO

3.2% Local #1156 Public Employees of the Laborer's International Union of NA AFL-CIO

Attachment 13.a: PEC_signed_doc (5545 : Ratify vote taken on 10/11/22 re: GIC renewal)


2.2% Sudbury Supervisory Association

1.0% Dispatchers Teamsters Local Union 25
On behalf of Town of Sudbury Civilian Dispatchers

0.5% Engineers Association of Engineers, Architects and Draftsmen,
Local 105-IFPTE, AFL-CIO


10.0% Retiree Representative

Attachment13.a: PEC_signed_doc (5545 : Ratify vote taken on 10/11/22 re: GIC renewal)