

SUDBURY SELECT BOARD  
TUESDAY JULY 11, 2023  
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
<b>CONSENT CALENDAR</b>			
1.		<i>VOTE</i>	Vote to not exercise the Town's right of first refusal to purchase the deed restricted affordable dwelling unit at 490 Dutton Road and inform the Executive Office of Housing and Living Communities (EOHLC).
2.		<i>VOTE</i>	Vote to approve Town Manager's appointment of Luke Faust, 35 Tavern Circle, to the Conservation Commission for a term to expire 5/31/2026.
3.		<i>VOTE</i>	Vote to approve updated Energy and Sustainability Committee Mission Statement.
4.		<i>VOTE</i>	Appoint candidate Nate Garozzo, 4 Blandford Drive, to the Energy and Sustainability Committee for a term to expire 5/31/26. (Mr. Garozzo was interviewed at the 6/27 SB meeting)
5.		<i>VOTE</i>	Vote to approve the FY24 contract between the Town on behalf of the Goodnow Library and Minuteman Library Network (MLN). Said agreement to be executed by the Town Manager.
<b>PUBLIC HEARING</b>			
6.	7:30 PM	<i>VOTE</i>	Pursuant to General Bylaws, Article 1 Section 3 Town Meetings, convene a public hearing at the Select Board meeting on Tuesday, July 11, 2023, 7:30 PM, for the purpose of determining whether a Fall Town Meeting should occur, and to publicize the same.
7.		<i>VOTE</i>	Vote to close public hearing and resume Select Board meeting.
<b>MISCELLANEOUS</b>			
8.		<i>VOTE</i>	Discussion and possible vote on Town Forum topics, dates, and formats.

*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. The Chair reserves the right to accept public comment on any item and may establish time limits.*

Item #	Time	Action	Item
9.			Goal setting discussion
10.			Discussion on potential Firearms bylaw.
11.		<i>VOTE</i>	Review and possibly vote to approve the open session minutes of 5/2/22, 5/3/22, 5/4/22, 9/7/22, 5/1/23, 5/2/23, and 6/13/23.
12.			Discuss topics to be assigned for Summer 2023 - Select Board newsletter.
<b>EXECUTIVE SESSION</b>			
13.		<i>VOTE</i>	Vote to close open session, and enter executive session to review, approve and possibly release executive session meeting minutes pursuant to G.L. c. 30A, § 21(a)(7) (Purpose 7), citing to the Open Meeting Law, G.L. c. 30A, §§ 22(f), (g).
14.		<i>VOTE</i>	Vote to close executive session and not resume open session.

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## SUDBURY SELECT BOARD

Tuesday, July 11, 2023

1

### CONSENT CALENDAR ITEM

#### 1: Right of First Refusal - 490 Dutton Road

##### REQUESTOR SECTION

Date of request:

Requestor: Liz Rust, Director for Regional Housing Services Office (RHSO)

Formal Title: Vote to not exercise the Town's right of first refusal to purchase the deed restricted affordable dwelling unit at 490 Dutton Road and inform the Executive Office of Housing and Living Communities (EOHLC).

Recommendations/Suggested Motion/Vote: Vote to not exercise the Town's right of first refusal to purchase the deed restricted affordable dwelling unit at 490 Dutton Road and inform the Executive Office of Housing and Living Communities (EOHLC) that the Town wishes to proceed to locate an eligible purchaser..

##### Background Information:

Please see the attached Summary Points information sheet, deed to the property, and affordable housing deed rider.

Financial impact expected:none

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

07/11/2023 7:00 PM



# Regional Housing Services Office

*Serving Acton, Bedford, Concord, Lexington, Lincoln, Maynard, Sudbury, Wayland, and Weston*

1.a

Office Address: 37 Knox Trail, Acton, MA 01720  
Phone: (978) 287-1092

Website: [WWW.RHSOhousing.org](http://WWW.RHSOhousing.org)  
Email: [INFO@RHSOhousing.org](mailto:INFO@RHSOhousing.org)

June 27, 2023

To: Andy Sheehan  
From: Liz Rust, Director RHSO  
RE: Resale of 490 Dutton Road, Summary Points

Dear Andy,

Please see the attached summary points regarding the resale at 490 Dutton Road which is up for resale.

- This home was originally built by Habitat in 2010, and subsequently sold to an eligible buyer.
- The owner died in 2021 and left their minor child without a will.
- The home was left unattended after the owner died. The home suffered water damage from a burst frozen pipe and there was other damage. Insurance repaired and covered some of the renovations, and Habitat completed the remaining items. The home looks great now, and it is ready for marketing.
- The Trust is involved and has assisted Habitat to set up the resale process, and set the two-unit condominium on a solid path forward, including replacement of the roof and funding some landscaping.
- This home is regulated under the EOHLC (successor agency of DHCD) under the LIP (Local Initiative Program), in which the Town shares the Monitoring Agent authority EOHLC. The deed restriction (attached) details the resale process. The process starts with notice that the home is up for resale, which Habitat has done on behalf of the owner.
- The next step is for the town to indicate to EOHLC whether it chooses to locate an eligible purchaser or to purchase the dwelling unit itself under the Right of First Refusal (ROFR) provisions. **This is the subject of this agenda request.**
- Once the town has provided their go-ahead, EOHLC will issue the letter to the owner taking into account the capital improvements, and marketing will start. There will be a 90-day window to find an eligible purchaser.

A draft letter is attached for approval and signature.

Attachment1.a: Backup matl -490 Dutton Road 20230627 (5923 : Right of First Refusal - 490 Dutton Road)



**UNIT DEED**

2010 00039135

Bk: 54389 Pg: 1 Doc: DEED  
Page: 1 of 19 03/10/2010 01:16 PM

**HABITAT FOR HUMANITY; METROWEST – GREATER WORCESTER, INC.,** as successor by merger to Greater Worcester Habitat for Humanity, Inc., a Massachusetts non-profit corporation with a principal address at 111 Park Avenue, Worcester, Massachusetts ("Grantor"), for consideration of ONE HUNDRED AND THIRTY TWO THOUSAND 00/100 (\$132,000.00) DOLLARS paid, grant to **MICHELLE SIMONEAU** of 490 Dutton Road, Sudbury, Middlesex South County, Massachusetts 01776 ("Grantee"),

with QUITCLAIM COVENANTS,

the unit ("Unit") known as 490 Dutton Road of the HOPEWELL CONDOMINIUM, Sudbury, Massachusetts (the "Condominium") a condominium established by the Grantor pursuant to Massachusetts General Laws, Chapter 183A, by Master Deed dated - November 5, 2009, and recorded herewith ("Master Deed").

The Unit contains a total of 1,177 square feet, more or less, and is shown on the floor plans of the Condominium Unit recorded herewith, to which is affixed the verified statement of a registered architect in the form required by Section 9 of Chapter 183A.

The Unit has a mailing address of, 490 Dutton Road, Sudbury, MA 01776.

The Unit is conveyed together with:

1. An undivided interest of forty-five (45%) percent beneficial interest in the common areas and facilities of the Condominium as described in the Master Deed ("Common Elements"), attributable to the Unit.
2. The easement for the exclusive right and license to use the exterior parking space(s) within or upon the Common Areas and Facilities as described in Paragraph 5(g) of the Master Deed.
3. The exclusive right to use the Limited Common Areas and Facilities appurtenant to the Unit as set forth in Paragraph 6 of the Master deed.
4. The appurtenant right and easement use in common with other Units served thereby, all utility lines and other common facilities which serve it, but which are located in another Unit or Units.
5. All other rights, easements, agreements, interest and provisions contained in the Master Deed.

Said Unit is conveyed subject to:

MASSACHUSETTS EXCISE TAX  
Southern Middlesex District ROD # 00  
Date: 03/10/2010 01:16 PM  
Ctrl# 136004 19876 Doc# 00039135  
Fee: \$601.92 Cons: \$132,000.00

490 Dutton Rd Sydby.

(1) Easements in favor of adjoining units and in favor of the Common Elements for the continuance of all encroachments of such adjoining units or Common Elements on the Unit, now existing as a result of construction of the Building, or which may come into existence hereafter as a result of settling or shifting of the Building, or as a result of repair or restoration of the Building or of any adjoining unit or of the Common Elements after damage or destruction by fire or other casualty, or after a taking in condemnation or eminent domain proceedings, or by reason of an alteration or repair to the Common Elements made by or with the consent of the Trustees.

(2) An easement in favor of the other units to use the pipes, wires, ducts, flues, conduits, cables, public utility lines, and other Common Elements located in the Unit or elsewhere in the Condominium and serving such other units.

(3) The provisions of this Unit Deed, the Master Deed, the Declaration of Trust, the Plans, The Local Initiative Program Regulatory Agreement and Declaration of Restrictive Covenants for Ownership Project, and the Local Initiative Program Affordable Deed Rider, as the same may be amended from time to time by instrument recorded in Middlesex South District Registry of Deeds, which provisions, together with any amendments thereto, shall constitute covenants running with the land and shall bind any person having at any time any interest or estate in the Unit, his family, servants, and visitors, as though such provisions were recited and stipulated at length herein.

(4) All easements, agreements, restrictions and conditions of record, insofar as the same are now in force and applicable.

(5) The provisions of M. G. L. Chapter 183A, as amended.

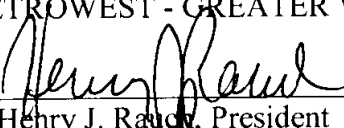
The Unit is intended only for residential purposes, and no other use may be made of the Unit.

THIS TRANSFER DOES NOT CONSTITUTE ALL OR SUBSTANTIALLY ALL OF THE ASSETS OF THE GRANTOR IN THE COMMONWEALTH OF MASSACHUSETTS.

Executed as a sealed instrument, this 29 day of December, 2009.

HABITAT FOR HUMANITY;  
METROWEST - GREATER WORCESTER, INC.

By

  
Henry J. Rauch, President

Attachment1.a: Backup matl -490 Dutton Road 20230627 (5923 : Right of First Refusal - 490 Dutton Road)

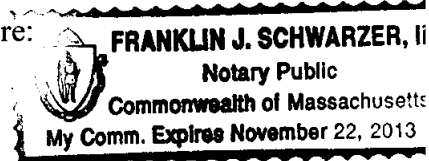
## COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this 21<sup>st</sup> day of December, 2009, before me, the undersigned notary public, personally appeared Henry J. Rauch proved to me through satisfactory evidence of identification, which was ☒ photographic identification with signature issued by a federal or state governmental agency, ☐ oath or affirmation of a credible witness, ☐ personal knowledge of the undersigned, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose as President of Habitat for Humanity; MetroWest - Greater Worcester, Inc.


  
Notary Public

My Commission Expires:



Attachment1.a: Backup matl -490 Dutton Road 20230627 (5923 : Right of First Refusal - 490 Dutton Road)

**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 **Habitat for Humanity; MetroWest-Greater Worcester, Inc.** ("Grantor") to **Michelle Simoneau** ("Owner") dated \_\_\_\_\_, 2009. The Property is located in the City/Town of **Sudbury** (the "Municipality").

RECITALS

WHEREAS, the Grantor 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 Middlesex South County Registry of Deeds/Registry District of Land Court (the "Registry") in Book 51597 Page 41/Document No. 138813 (the "Comprehensive Permit");
- (ii) ☒ subject to a Regulatory Agreement among Habitat for Humanity; Metrowest-Greater Worcester, Inc. (the "Developer"), [ ☐ ] Massachusetts Housing Finance Agency ("MassHousing"), [ ☒ ] the Massachusetts Department of Housing and Community Development ("DHCD") [ ☒ ] the Municipality; and [ ☐ ] \_\_\_\_\_, dated June 25, 2009, and recorded/filed with the Middlesex South County Registry in Book 53500, Page 456/as Document No. \_\_\_\_\_, as amended on October 15, 2009 and recorded with the Middlesex South County Registry in Book 53717, Page 219 (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 Grantor 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 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 \$90,200.

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 [ ] \_\_\_\_\_ percent (\_\_\_%) 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%)** 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 1.46 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 Grantor 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 Undersecretary of DHCD.

(b) In confirmation thereof the Grantor and the Owner intends, declares and covenants (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  
Department of Planning and Community Development  
278 Old Sudbury Road  
Sudbury, MA 01776

Grantor: Habitat for Humanity; MetroWest-Greater Worcester, Inc.  
111 Park Avenue  
Worcester, MA 01609

Owner: Michelle Simoneau  
490 Dutton Road  
Sudbury, MA 01776

Monitoring Agent

- (1) Director, Local Initiative Program  
DHCD  
100 Cambridge Street  
Suite 300  
Boston, MA 02114

Others: Town of Sudbury  
Department of Planning and Community Development  
278 Old Sudbury Road  
Sudbury, MA 01776

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.

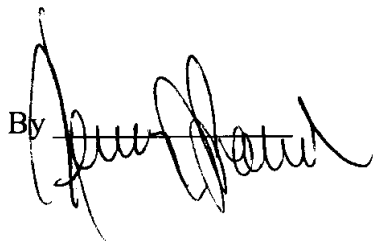
16. Binding Agreement. This Deed Rider shall bind and inure to the benefit of the persons, entities and parties named herein and their successors or assigns as are permitted by this Deed Rider.

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 29<sup>th</sup> day of December, 2009.

Grantor: **Habitat for Humanity;**  
**MetroWest-Greater Worcester, Inc.**

Owner: **Michelle Simoneau**

By 

By Michelle Simoneau

Attachment1.a: Backup matl -490 Dutton Road 20230627 (5923 : Right of First Refusal - 490 Dutton Road)

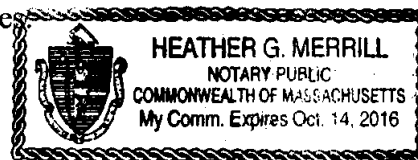
## COMMONWEALTH OF MASSACHUSETTS

Middlesex South County, ss.

On this 20<sup>th</sup> day of December, 2009, before me, the undersigned notary public, personally appeared Henry J. Rauch, the President of Habitat for Humanity, in its capacity as the President of Habitat for Humanity, 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 Habitat for Humanity, Incorporated, Inc.

  
 Notary Public

My commission expires:



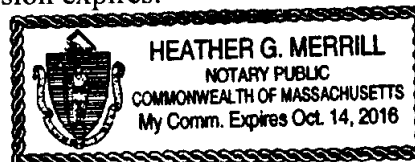
## COMMONWEALTH OF MASSACHUSETTS

Middlesex South County, ss.

On this 28<sup>th</sup> day of December, 2009, before me, the undersigned notary public, personally appeared Michelle Simoneau, the President of Habitat for Humanity, in its capacity as the President of Habitat for Humanity, 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 Habitat for Humanity, Incorporated, Inc.

  
 Notary Public

My commission expires:



**SUDBURY SELECT BOARD**

Tuesday, July 11, 2023

**CONSENT CALENDAR ITEM****2: Conservation Commission Appointee Term - Luke Faust****REQUESTOR SECTION**

Date of request:

Requested by: Leila S. Frank

Formal Title: Vote to approve Town Manager's appointment of Luke Faust, 35 Tavern Circle, to the Conservation Commission for a term to expire 5/31/2026.

Recommendations/Suggested Motion/Vote: Vote to approve Town Manager's appointment of Luke Faust, 35 Tavern Circle, to the Conservation Commission for a term to expire 5/31/2026.

**Background Information:**

Mr. Faust was appointed as an Associate Member of The Conservation Commission on 7/13/21. On 4/25/23, he was appointed as a Full Member of Conservation to complete the term of Richard Morse. Due to an oversight, the term length was not updated from 1 year (Associate term length) to 3 years (Member term length) when Mr. Faust was appointed as a Full Member. The 2023 Annual Town Manager Reappointments indicated that 5/31/24 would be the expiration of Mr. Faust's new term when it should have been 5/31/26.

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

07/11/2023 7:00 PM

**SUDBURY SELECT BOARD**

Tuesday, July 11, 2023

**MISCELLANEOUS (UNTIMED)****3: Energy and Sustainability Committee Mission Statement****REQUESTOR SECTION**

Date of request:

Requested by: Patty Golden

Formal Title: Vote to approve updated Energy and Sustainability Committee Mission Statement.

Recommendations/Suggested Motion/Vote: Vote to approve updated Energy and Sustainability Committee Mission Statement.

Background Information:  
attached redline and clean copies

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

07/11/2023 7:00 PM

## Energy and Sustainability Committee

### Town of Sudbury

Voted to establish May 13, 2009 by the Sudbury Select Board

#### Mission Statement

It is the intention of the Select Board in creating this Committee to provide a mechanism to assist the Board and Town Manager in developing programs and projects to foster energy conservation, energy efficiency, renewable energy generation and sustainability planning. This new committee will gather, study and evaluate information that will help determine various approaches for improving the energy efficiency of operating town and school buildings and vehicles, investigate alternative energy technologies and identify funding opportunities to help the Town achieve its energy and sustainability related goals.

Additionally, the Committee shall develop recommended approaches for influencing the town residents and businesses to maximize their environmental sustainability through educational outreach, informational programs and incentives.

Responsibilities of the *Energy and Sustainability Committee* include those listed below as well as any other related tasks that might later be added by the Select Board:

1. Serve as a resource to the Select Board and Town department heads on energy related issues.
2. Begin discussions with Sudbury Public Schools and Lincoln-Sudbury Regional High School to develop ways the committee can serve as a resource to the two schools and develop strategies and proposals that emphasize coordination particularly in the area of alternative energies.
3. Study alternative energies possible by using the Town's closed landfill area. As directed by the Town Manager, conduct this work jointly with the Town of Wayland, focusing on both Towns' landfills.
4. Identify and develop grant opportunities that meet the mission of this committee and are consistent with Select Board's goals. (NOTE: all grant applications for Town buildings, Town land or on behalf of the Town must be submitted from the office of the Town Manager).
5. Conduct action steps for Sudbury to remain a Department of Energy Resources (DOER) Green Community.
6. Facilitate Town participation in DOER programs and public utility grants and incentives.
7. Promote energy efficiency and conservation in the Sudbury residential sector.
8. Assist and work with the Town's Technology Director in developing and maintaining a page on Town's web site with information on the Committee's activities and related information.
9. Assist the Town of Sudbury and its residents' participation in renewable energy and demand side management programs.

## Membership Requirements and Expectations

Members of *Energy and Sustainability Committee* shall be appointed by the Select Board and have up to nine voting members. All appointments are for a three year period, with staggered terms.

The Committee shall elect a Chair and a Clerk from among its members. The Chair will run meetings, be the designated communications link with the Town Manager or other Town staff, and schedule committee meetings. The Clerk shall insure that full minutes and a list of members in attendance are kept of each meeting and promptly submitted to the Committee for approval and posted to the Town's website.

Minimum requirements for all applicants: Preference will be given to residents having resided in the Town at least three years before appointment. Preference will be given to applicants who demonstrate a history of attendance at past Town Meetings or service on Town committees. Preference will be given to applicants who can demonstrate knowledge of energy conservation and management. Must be available and willing to attend the majority of scheduled meetings.

## Staffing Assistance

The following staff of the Town of Sudbury will be available on an occasional basis as time permits and the Town Manager approves: Combined Facilities Director and Building Inspector.

## Compliance with State and Local Laws and Town Policies

The *Energy and Sustainability Committee* is responsible for conducting its activities in a manner which is in compliance with all relevant state and local laws and regulations including but not limited to the Open Meeting Law, Public Records Law, and Conflict of Interest Law, as well as all Town policies which affect committee membership. In particular, all appointments are subject to the following:

The Code of Conduct for Select Board-Appointed Committee. A resident or employee who accepts appointment to a Town committee by the Select Board agrees that they will follow this code of conduct.

The Town's Email Communication for Committee Members Policy. Anyone appointed to serve on a Town committee by the Select Board agrees that they will use email communication in strict compliance with the Town of Sudbury's email policy, and further understands that any use of email communication outside of this policy can be considered grounds for removal from the Committee by the Select Board.

Use of the Town's Web site. The Committee will keep minutes of all meetings and post them on the Town's web site. The Committee will post notice of meetings on the Town's website.

Amended: 07/11/23



## Energy and Sustainability ~~Green-Ribbon~~ Committee

### Town of Sudbury

Voted to establish May 13, 2009 by the Sudbury ~~Board of Selectmen~~ Select Board

#### Mission Statement

It is the intention of the Select ~~Boardmen~~ in creating this Committee to provide a mechanism to assist the Board and Town Manager in developing programs and projects to foster energy conservation, energy efficiency, renewable energy generation and sustainability planning. This new committee will gather, study and evaluate information that will help determine various approaches for improving the energy efficiency of operating town and school buildings and vehicles, investigate alternative energy technologies and identify funding opportunities to help the Town achieve its energy and sustainability related goals.

Additionally, the Committee shall develop recommended approaches for influencing the town residents and businesses to maximize their environmental sustainability through educational outreach, informational programs and incentives.

Responsibilities of the *Energy and Sustainability ~~Green-Ribbon~~ Committee* include those listed below as well as any other related tasks that might later be added by the Select ~~Board of Selectmen~~..:

1. Serve as a resource to the Select ~~Boardmen~~ and Town department heads on energy related issues.
2. Begin discussions with Sudbury Public Schools and Lincoln-Sudbury Regional High School to develop ways ~~the~~ this committee can serve as a resource to the two schools and develop strategies and proposals that emphasize coordination particularly in the area of alternative energies.
3. Study alternative energies possible by using the Town's closed landfill area. As directed by the Town Manager, conduct this work jointly with the Town of Wayland, focusing on both Towns' landfills.
4. Identify and develop grant opportunities that meet the mission of this committee and are consistent with Select ~~Boardmen~~'s goals. (NOTE: all grant applications for Town buildings, Town land or on behalf of the Town must be submitted from the office of the Town Manager).
5. ~~Conduct~~ Develop action steps ~~for to have~~ Sudbury ~~to designated remain as~~ a Department of Energy Resources (DOER) Green Community.
6. Facilitate Town participation in DOER programs and public utility grants and incentives.
7. Promote energy efficiency and conservation in the Sudbury residential sector.
8. Assist and work with the Town's Technology Director in developing and maintaining a page on Town's web site with information on the Committee's activities and related information.
9. Assist the Town of Sudbury and its residents' participation in renewable energy and demand side management programs.



## Membership Requirements and Expectations

Members of *Energy and Sustainability ~~Green-Ribbon~~ Committee* shall be appointed by the Select ~~Boardmen~~ and have up to nine voting members. All appointments are for a three year period, with staggered terms, ~~three ending April 30, 2010; three ending April 30, 2011 and three ending April 30, 2012.~~

The Committee shall elect a Chair and a Clerk from among its members. The Chair will run meetings, be the designated communications link with the Town Manager or other Town staff, and schedule committee meetings. The Clerk shall insure that full minutes and a list of members in attendance are kept of each meeting and promptly submitted to the Committee for approval, ~~filing with the Town Clerk,~~ and posted ~~ing~~ to the Town's website.

Minimum requirements for all applicants: ~~Must be a registered voter of the Town of Sudbury.~~ Preference will be given to residents having resided in the Town at least three years before appointment. Preference will be given to applicants who demonstrate a history of attendance at past Town Meetings or service on Town committees. Preference will be given to applicants who can demonstrate knowledge of energy conservation and management. Must be available and willing to attend the majority of scheduled meetings.

## Staffing Assistance

The following staff of the Town of Sudbury will be available on an occasional basis as time permits and the Town Manager approves: ~~Combined Facilities Director and Building Inspector. No other Town financial resources are currently available to support the work of the committee.~~

## Compliance with State and Local Laws and Town Policies

The *Energy and Sustainability ~~Green-Ribbon~~ Committee* is responsible for conducting its activities in a manner which is in compliance with all relevant state and local laws and regulations including but not limited to the Open Meeting Law, Public Records Law, and Conflict of Interest Law, as well as all Town policies which affect committee membership. In particular, all appointments are subject to the following:

The Code of Conduct for Select ~~Boardmen~~-Appointed Committee. A resident or employee who accepts appointment to a Town committee by the Select Board ~~of Selectmen~~ agrees that ~~they~~ he/she will follow this code of conduct.

The Town's Email Communication for Committee Members Policy. Anyone appointed to serve on a Town committee by the Select Board ~~of Selectmen~~ agrees that ~~they~~ he/she will use email communication in strict compliance with the Town of Sudbury's email policy, and further understands that any use of email communication outside of this policy can be considered grounds for removal from the Committee by the Select ~~Boardmen~~.

Use of the Town's Web site. The Committee will keep minutes of all meetings and post them on the Town's web site. The Committee will post notice of meetings on the Town's website, ~~as well as at the Town Clerk's Office.~~

Amended: 07/11/23

**SUDBURY SELECT BOARD**

Tuesday, July 11, 2023

**CONSENT CALENDAR ITEM****4: Appoint candidate to Energy Committee****REQUESTOR SECTION**

Date of request:

Requestor: Rami Alwan of Energy Committee

Formal Title: Appoint candidate Nate Garozzo, 4 Blandford Drive, to the Energy and Sustainability Committee for a term to expire 5/31/26. (Mr. Garozzo was interviewed at the 6/27 SB meeting)

Recommendations/Suggested Motion/Vote: Appoint candidate Nate Garozzo, 4 Blandford Drive, to the Energy and Sustainability Committee for a term to expire 5/31/26. (Mr. Garozzo was interviewed at the 6/27 SB meeting)

Background Information:  
attached memo and application

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

07/11/2023 7:00 PM

**Golden, Patricia**

---

**From:** Rami Alwan <ralwan@verizon.net>  
**Sent:** Thursday, June 8, 2023 8:19 AM  
**To:** Hobin, Carol  
**Cc:** Energy and Sustainability Green Ribbon Committee; Select Board's Office  
**Subject:** Re: Sudbury Energy and Sustainability Committee Application

Carol,  
 Wednesday evening the ESC voted unanimously to have Nate Garazzo join the committee. We are very excited to have him on the committee. Now it needs to go to the Select Board for final approval. If you could facilitate that process it would be much appreciated.  
 Thank you in advance,  
 Rami Alwan

On May 18, 2023, at 10:50 AM, Hobin, Carol <[HobinC@sudbury.ma.us](mailto:HobinC@sudbury.ma.us)> wrote:

Good morning,

The attached application was received in the Select Board Office and is being forwarded for your review.

Thanks,  
 Carol Hobin  
 Sudbury Town Manager/Select Board Office  
 278 Old Sudbury Road  
 Sudbury, MA 01776  
 Ph. 978-639-3381  
[SBadmin@sudbury.ma.us](mailto:SBadmin@sudbury.ma.us)

Town Manager/Select Board Office Hours:  
 Monday, Wednesday, Thursday: 8:30am – 5pm  
 Tuesday: 8:30am – 7pm  
 Friday: 8:30am -12:30pm

**From:** Nate Garozzo <[negsma@gmail.com](mailto:negsma@gmail.com)>  
**Sent:** Thursday, May 18, 2023 10:38 AM  
**To:** Energy and Sustainability Green Ribbon Committee <[energy@sudbury.ma.us](mailto:energy@sudbury.ma.us)>; Select Board's Office <[selectboardoffice@sudbury.ma.us](mailto:selectboardoffice@sudbury.ma.us)>  
**Subject:** Sudbury Energy and Sustainability Committee Application

Please find attached my application to serve on the Sudbury Energy and Sustainability Committee. I look forward to hearing from you.

Thank you,

Nate Garozzo  
 4 Blandford Drive Sudbury, MA 01776

Attachment4.a: Rami Alwan email (5929 : Appoint candidate to Energy Committee)

**TOWN OF SUDBURY**  
**APPLICATION FOR APPOINTMENT**

SELECT BOARD  
 278 OLD SUDBURY ROAD  
 SUDBURY, MA 01776

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

Board or Committee Name: Energy and Sustainability Committee

Name: Nate Garozzo

Address: 4 Blandford Drive Sudbury Email Address: [REDACTED]

Home phone: [REDACTED] Work or Cell phone: [REDACTED]

Years lived in Sudbury: 10

Brief resume of background and pertinent experience:

Please see attached

Municipal experience (if applicable):

Educational background: 11th grader Lincoln-Sudbury

Reason for your interest in serving: I have a strong background in farming and agriculture and have seen first hand the negative impact climate change has had on this important industry. I would like to play a role in reversing current and preventing future damage to our environment.

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

evenings and weekends

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

NA

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

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

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

Signature Nate Garozzo Date 5/18/2023

Attachment 4.b: Nate Garozzo\_redact (5929 : Appoint candidate to Energy Committee)

Nate Garozzo  
4 Blandford Drive  
Sudbury, MA 01776

#### ACADEMICS:

Lincoln-Sudbury Regional High School Expected Date of Graduation: June, 2024

- 4.0 Unweighted GPA
- 1570 SAT (770 Reading/800 Math)
- AP US History (5), AP Computer Science (5), AP Statistics (May 2023)
- Advanced Accelerated Earth Science, Advanced Accelerated Biology, Advanced Accelerated Chemistry, Advanced Accelerated Algebra II, Advanced Accelerated Geometry, Advanced Accelerated Pre-calculus
- Senior Year coursework: AP Calculus BC, AP Physics, AP Biology,

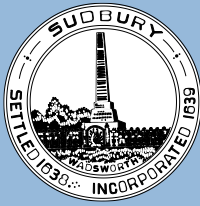
#### EXTRACURRICULARS/LEADERSHIP:

##### LINCOLN-SUDBURY REGIONAL HIGH SCHOOL

- Selected by Administration to take part on Lincoln-Sudbury Superintendent, Assistant Principal, and Athletic Director Hiring Committees (2022-2023)
- Selected by Administration to attend the 2022 Massachusetts Interscholastic Athletic Association Leadership Summit
- Student Senate Grade Representative (2020 - Present)
  - Elected to plan and carry out fundraisers and community service events
- President of the Intergenerational Connections Club (2020 - Present)
  - Connect senior citizens and students in a local setting to foster dialogue about current events, traditions, and pop culture
- Varsity Wrestling (Captain) (2021 - Present)
  - 2022-2023 Lincoln Sudbury Wrestler of the year, All State Qualifier, DCL First Team All Star
  - 2022-2023 Led the team in wins, takedowns, tournament points, and dual meet points
- Volunteer Math Tutor, South Sudanese Enrichment for Families, Boston (2023 - Present)
  - Assist South Sudanese refugees in the Boston area with math skills.
- Member National Ocean Science Bowl Lincoln Sudbury 1st Team (2020 - Present)
- Varsity Rugby 2020 - 2022
- Club Wrestling Metrowest United (2021 - Present)

#### FARMING EXPERIENCE:

- Sustainable Farming Apprentice, Hutchins Organic Farm - Concord MA (June 2021 - Present)
  - Planting preparation
  - Seeding up crops, both in the field and greenhouse
  - Weeding, watering, mulching and otherwise maintaining crops
  - Harvesting, cleaning and packing produce
  - Irrigation management
  - Field clean-up, farm winterization
- Livestock Management Intern, Codman Community Farm - Lincoln MA (Starting May 2023)
  - Daily care and execution of routine grazing program for 7,000 poultry, hogs, and beef cattle
  - Assist in infrastructure and non-routine projects
- Volunteer, Harvard Alpaca Ranch - Harvard MA (July 2022 - Present)
  - Herd health exams
  - Alpaca Shearing
  - Feeding and daily maintenance of herd and facilities

**SUDBURY SELECT BOARD**

Tuesday, July 11, 2023

**CONSENT CALENDAR ITEM****5: Approve MLN contract FY24****REQUESTOR SECTION**

Date of request:

Requestor: Esme Green, Goodnow Library Director

Formal Title: Vote to approve the FY24 contract between the Town on behalf of the Goodnow Library and Minuteman Library Network (MLN). Said agreement to be executed by the Town Manager.

Recommendations/Suggested Motion/Vote: Vote to approve the FY24 contract between the Town on behalf of the Goodnow Library (Participant) and Minuteman Library Network, Inc. for the purchase, installation and maintenance of telecommunications equipment provided to the Goodnow Library for participation in the Network, effective July 1, 2023; and further to approve successor contracts consistent with such services as requested by the Goodnow Library Director, said Agreement to be executed by the Town Manager.

**Background Information:**

This contract continues services provided under previous agreements for purchase and maintenance of telecommunications equipment for participating libraries in the Minuteman Library Network.

Financial impact expected: Budgeted share of network costs \$70,385

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

07/11/2023 7:00 PM



10 Strathmore Road  
Natick, MA 01760-2488  
Telephone 508.655.8008  
Fax 508.655.1507  
<https://www.minlib.net>

Dear Member Library Directors

Enclosed is our annual Network Agreement form. Please have it executed and return a copy to the Minuteman offices by July 30th.

Those of you receiving this via DocuSign need do nothing to return it, upon the last signature we will automatically get an executed copy. If you have changes in who you would like to sign the DocuSign form, let us know and we will re-issue it for you.

Those of you receiving this in the mail will get two copies to execute. Please keep one for your records and return the other to us.

Invoices related to this agreement will be issued separately, and emailed to the library's administrative offices. For those of you who are public institutions subject to MA procurement law, this agreement is in pursuant to the cooperative bid issued by the Town of Lincoln for fiscal years 2021 through 2024. Information on that bid can be found on Minuteman's Staff Information Center, if you need it.

Thank You

A handwritten signature in blue ink that reads "Philip E. McNulty". The signature is fluid and cursive.

Philip E. McNulty  
Executive Director

Attachment5.a: A Network Agreement Cover (5928 : Approve MLN contract FY24)

## AGREEMENT

Agreement for the period from the 1st day of July, 2023, until June 30, 2024, by and between the Board of Sudbury's **Goodnow Library** ("PARTICIPANT"), and Minuteman Library Network, Incorporated ("MINUTEMAN"), a Massachusetts non-profit corporation. In consideration of the undertakings of the Goodnow Library as PARTICIPANT (sometimes hereinafter called a "Participating Library") and MINUTEMAN, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the undersigned, it is herein agreed by PARTICIPANT and MINUTEMAN as follows:

1. MINUTEMAN shall provide to participating libraries the software necessary to perform designated essential library functions, and shall procure the hardware or hardware support and maintenance support necessary to run said software. The specific library functions performed and the necessary software and supporting maintenance and hardware will be designated by the Membership Committee of Participating Libraries.
2. Where requested by the PARTICIPANT and as detailed in section 10 of this agreement, Minuteman shall purchase, install, and maintain at each Participating Library and its branches telecommunications equipment as may be necessary for a library's participation in and connection to the software systems provided by MINUTEMAN. Participants who do so shall be responsible for insuring all telecommunication equipment provided by Minuteman in their buildings. Participating libraries shall purchase their own computers, scanners and other devices needed to operate the MINUTEMAN system. Participating Libraries will support and maintain hardware and operating systems at adequate levels required for connection to the MINUTEMAN system. Participating libraries shall purchase their own labels, library cards, and such other supplies as may be necessary for participation in the MINUTEMAN system. Supplies purchased under this paragraph for use with the MINUTEMAN system shall meet all specifications as shall be established under the operating rules of MINUTEMAN.
3. MINUTEMAN shall provide computer and office facilities, personnel and operating services necessary to run the Network. MINUTEMAN shall use its best efforts to make the system available to the Participating Libraries whenever any participant is scheduled to use the system.

MINUTEMAN shall not be held responsible or liable for time lost during periods of routine system maintenance, equipment or system failure, except that it shall do everything reasonably within its power to ensure that problems are corrected as soon as possible. MINUTEMAN shall use its best efforts to cause copies to be made of all software and files daily and to make appropriate arrangements to store said software and files safely at least once per week.

Attachment 5.b: Sudbury (5928 : Approve MLN contract FY24)



4. MINUTEMAN shall annually make a determination of Network costs to be shared by Participating Libraries during the next fiscal year, which shall run from July 1 until June 30 of the following calendar year. These costs will represent the total amount to be assessed by shared formula and the total to be assessed as Digital Content.
5. All Participating Libraries shall share in the annual Network operating costs, as delineated in the following three components:
  - a. Costs assessed by formula. The total costs to be assessed by formula are increased by 5% (the amount to be credited for Resource Sharing), and then allocated to each library by the following percentages:
    - Acquisitions - 28.5% of the assessment total is divided among each member using the average number of items added by the PARTICIPANT in the last three fiscal years as a percentage of the total added
    - FTE – 5.7% - using the numbers reported to the Massachusetts Board of Library Commissioners on the ARIS report for the last complete fiscal year or the numbers reported to Minuteman by participants who do not file the ARIS.
    - Simultaneous user sessions - 17.5% - The maximum count of Simultaneous User Licenses as requested by PARTICIPANT. PARTICIPANT reserves 14 simultaneous users, which reflect the number of staff connections to the Integrated Library System for the period of this agreement.
    - Circulation - 18.3% - using the average number of circulations in the last three fiscal years
    - Shared equally - 30% - dividing the percentage by the number of members at time of budget approval. (41 for FY2024)
    - 5% resource sharing credit – credited based on the percentage of items PARTICIPANT sent out to other member libraries via network transfer.
  - b. Costs for Digital Content. The network shall annually set a digital content budget which shall be assessed to members as follows:
    - \$500 per PARTICIPANT
    - The remainder of the budget shared by PARTICIPANT'S percentage of the total usage of the Minuteman's shared collection in the previous fiscal year.
  - c. Telecommunications. The direct cost for MINUTEMAN to provide data lines for Internet Access needed for access to MLN Servers or other resources is assessed to PARTICIPANT.

6. Participating Libraries may withdraw from the MINUTEMAN system by terminating membership in MINUTEMAN in accordance with the MINUTEMAN bylaws. All costs and other charges due to MINUTEMAN shall be computed and paid up to the official date of termination.

Participating Libraries retain ownership of their database records and may receive copies in machine-readable form. MINUTEMAN shall make available, upon written request, a suitable copy of the patron and bibliographic entries of the requesting member in the common shared database. The requesting member shall pay all costs incurred by MINUTEMAN in the recovery, copying and transmittal of those records.

Libraries which withdraw from MINUTEMAN forego all monetary interest in Minuteman assets, including Central Site hardware or software, at the time of termination, notwithstanding any provision for general dissolution of the Corporation as provided by the Minuteman bylaws.

7. MINUTEMAN agrees to protect the confidentiality of circulation and patron records, and further agrees not to make such records available outside of the MINUTEMAN system except if such records are subpoenaed by a governmental authority or with the consent of the Participating Library or Libraries contributing the records. Nothing in this paragraph shall be construed to prohibit MINUTEMAN from contracting with other parties to perform record-processing or data conversion, nor shall this paragraph prohibit MINUTEMAN from merging or interfacing its database with any other for the purpose of providing better library service.

Participating Libraries agree to maintain the confidentiality of system software, together with all materials and knowledge related thereto, and agrees not to disclose the system software in any form to any person or entity other than to employees of the Participating Library having a need to obtain such disclosure in the ordinary course of their employment. PARTICIPANT agrees to maintain confidentiality of all patron records and transactions, including names, addresses, contact information, and borrowing history, except if such records are subpoenaed by a governmental authority.

8. The obligations of PARTICIPANT hereunder with regard to the expenditure of money in each fiscal year shall be subject to and contingent upon the availability of appropriated funds through either Town Meeting or City Council action, Reserve Fund Transfer, or other funding procedure. The MINUTEMAN budget shall be presented and approved not later than the January Membership meeting preceding the July 1<sup>st</sup> fiscal year commencement. Payment and signed Network Agreement of any Participating Library hereunder shall be due August 1<sup>st</sup> of the fiscal year for which services are provided. Failure of a Participating Library to return the signed Network Agreement and to make full payment by September 29, 2023 without

adequate explanation to the Board of Directors will result in the loss of training and consulting privileges until both are received. Payment and Network Agreement more than 90 days (October 31) late without prior approval of the Board of Directors will be cause for termination of services and potentially, termination of membership to the Participating Library.

9. PARTICIPANT'S share of Network costs for the period ending June 30, 2024, as determined under paragraph 5 is:

a. Costs assessed by formula:	\$	<u>44438</u>
b. Digital Content:	\$	<u>24759</u>
c. Telecommunications:	\$	<u>1188</u>
Total:	\$	<u>70385</u>

10. Locations where PARTICIPANT will deploy core ILS software provided by MINUTEMAN that accesses patron data and circulation functions are to be listed here, with an indication of whether MINUTEMAN has agreed to supply telecommunications equipment and/or data connections to the location.

Main Library: Goodnow Library  
Address: 21 Concord Road  
Sudbury, MA 01776

Data Line provided by MINUTEMAN? Yes  
Router provided by MINUTEMAN? Yes  
Switch(es) provided by MINUTEMAN? No Number: 0

Branch Libraries: None  
Branch Library Equipment:

11. Nothing in this Agreement shall be construed as creating any liability on the part of any party hereto for any defect or failure in services or equipment owned, operated or provided by MINUTEMAN or the Participating Library.
12. The Participant agrees to the bylaws of MINUTEMAN and the obligations and responsibilities stated therein, including but not limited to; regular attendance at all Membership meetings and full participation in resource sharing. The Board of Directors will review situations in which a Participating Library fails to meet these obligations and requirements, and will recommend appropriate action to Membership.
13. Whenever notice from one party to the other party is necessary or appropriate under this Agreement, such notice shall be to the PARTICIPANT by email and first class mail to PARTICIPANT'S Director's address and email, and if to MINUTEMAN, then

by first class mail and email to Philip McNulty, Executive Director, 10 Strathmore Road, Natick, MA 01760, phil@minlib.net.

14. This Agreement embodies the entire understanding and agreement between parties, and no inducement, promise, term, condition or obligation is made or entered into by either party if not set forth herein or incorporated herein by reference. The Agreement may be amended by an instrument signed by both parties and no other mode of amendment shall be effective.
15. This Agreement must be signed and returned to the Minuteman Library Network, 10 Strathmore Road, Natick, MA 01760, by August 1, 2023.

WITNESS our respective hands and seals as of this 1st day of July, 2023.

*For the Minuteman Library Network, Inc.*

DocuSigned by:

*Philip McNulty*

**Philip E. McNulty, Executive Director**

*For the Goodnow Library*

DocuSigned by:

*Esmé E. Green*

02025D1C5A264FE...

**Esmé Green, Director**

DocuSigned by:

*Andrew Sheehan*

2811334049544DE

**Andrew Sheehan**

DocuSigned by:

*Katina Fontes*

1C1CF1B708BF476...

**Katina Fontes**

Attachment 5.b: Sudbury (5928 : Approve MLN contract FY24)



## SUDBURY SELECT BOARD

Tuesday, July 11, 2023

**PUBLIC HEARING****6: Hearing re: Fall Town Meeting****REQUESTOR SECTION**

Date of request:

Requestor: Chair

Formal Title: Pursuant to General Bylaws, Article 1 Section 3 Town Meetings, convene a public hearing at the Select Board meeting on Tuesday, July 11, 2023, 7:30 PM, for the purpose of determining whether a Fall Town Meeting should occur, and to publicize the same.

Recommendations/Suggested Motion/Vote: Pursuant to General Bylaws, Article 1 Section 3 Town Meetings, convene a public hearing at the Select Board meeting on Tuesday, July 11, 2023, 7:30 PM, for the purpose of determining whether a Fall Town Meeting should occur, and to publicize the same.

**Background Information:**

*ART 1. SECTION 3. A Town Meeting shall be held during the months of September, October or November at such date, time and place as the Selectmen shall determine, unless the following applies. By the end of July, the Board of Selectmen shall discuss in public session, hold a public hearing and vote to determine whether a fall Town Meeting should occur. The public hearing shall be posted in accordance with the Open Meeting Law. The Board of Selectmen shall also solicit input from the Town via email or mail for a period of one week before the public hearing.*

(Warrant must be open for 10 business days once town meeting date is called.)

Financial impact expected:

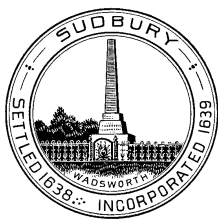
Approximate agenda time requested:

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

07/11/2023 7:00 PM



# Town of Sudbury

Office of Select Board

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

[selectboard@sudbury.ma.us](mailto:selectboard@sudbury.ma.us)

## PUBLIC HEARING NOTICE

Pursuant to General Bylaws, Article 1 Section 3 Town Meetings, a public hearing will be held at the Select Board meeting on Tuesday, July 11, 2023, 7:30 PM, via Zoom

<https://us02web.zoom.us/j/360217080>

for the purpose of determining whether a Sudbury Fall Town Meeting should occur, and to publicize the same.

*For publication in MetroWest Daily News: June 30, 2023, July 5, 2023*

**DRAFT**

**Fall 2023 Special Town Meeting**

**Running List of Potential Articles**

7/7/2023

	<b>Description</b>	<b>Sponsor</b>
1	Recodification of Town Bylaws - general bylaws	Town Clerk
2	Recodification of Town Bylaws - zoning bylaw	Town Clerk
3	Rescind Water Resource Protection Committee, Annual Report to the Town of Sudbury, Article XXIII	Select Board
4	Establish Opioids Stabilization Fund, G.L. c. 40, s. 5B	Town Manager/Health Director
5	Funding for Atkinson Pool Design/Repairs (ATM 28 & 29)	Combined Facilities Director
6	Additional Funding for Fairbank Community Center	Permanent Building Committee
7	Firearms Zoning Bylaw	Select Board
8	Fund Traffic Signals @Route 117/Powder Mill/Mossman	DPW Director
	Adopt DLS Capital Recommendations	
9	* Close Melone Stabilization Fund; transfer balance to Capital Stabilization Fund (DLS, p. 21)	Town Manager
10	* Revise Capital Planning Bylaw (DLS, p.13)	Town Manager
11	Placeholder for SPS	Sudbury Public Schools

Attachment6.b: Copy of Article Fall 2023 STM (5860 : Hearing re: Fall Town Meeting)





## SUDBURY SELECT BOARD

Tuesday, July 11, 2023

7

### MISCELLANEOUS (UNTIMED)

#### 7: Close public hearing

##### REQUESTOR SECTION

Date of request:

Requested by: Patty Golden

Formal Title: Vote to close public hearing and resume Select Board meeting.

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

07/11/2023 7:00 PM

**SUDBURY SELECT BOARD**

Tuesday, July 11, 2023

**MISCELLANEOUS (UNTIMED)****8: Discussion on Town Forum****REQUESTOR SECTION**

Date of request:

Requested by: Patty Golden

Formal Title: Discussion and possible vote on Town Forum topics, dates, and formats.

Recommendations/Suggested Motion/Vote: Discussion and possible vote on Town Forum topics, dates, and formats.

## Background Information:

As per past practice, Select Board discussion and vote on Town Forum topic, and related discussion around date, time, location, and presentation format. Vice-Chair generally executes decision of the Board regarding Town Forum.

---

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

07/11/2023 7:00 PM



SUDBURY SELECT BOARD  
Tuesday, July 11, 2023

MISCELLANEOUS (UNTIMED)  
9: Goal setting

REQUESTOR SECTION

Date of request:

Requested by: Patty Golden

Formal Title: Goal setting discussion

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

07/11/2023 7:00 PM



## SUDBURY SELECT BOARD

Tuesday, July 11, 2023

**MISCELLANEOUS (UNTIMED)****10: Firearms bylaw****REQUESTOR SECTION**

Date of request:

Requested by: Patty Golden

Formal Title: Discussion on potential Firearms bylaw.

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

07/11/2023 7:00 PM

**ARTICLE \_\_\_\_ FIREARM BUSINESS USES**

To see if the Town will vote to amend the Sudbury Zoning Bylaw as set forth below:

**2200. PRINCIPAL USE REGULATIONS****A.**

Insert in Section 2230, Table of Principal Use Regulations, Part C. Commercial, after “28. Marijuana Establishment” a new use category entitled “29. Firearm Business”, as shown in the table below.

PRINCIPAL USE	A-RES	C-RES	WI	BD	LBD	VBD	ID	LID	IP	RD
C. COMMERCIAL										
29. Firearm Business Use	N	N	N	N	N	N	N	ZBA	ZBA	ZBA

**B.****2250. Firearm Business Use.**

2251. Purpose: To establish criteria for the establishment of Firearm Business Uses in the Town of Sudbury to address public safety concerns arising from the operations of such businesses and the potential disruption of peace and quiet enjoyment of the community. This section provides for separation between Firearm Business Uses and certain uses enumerated herein to maximize protection of public health, safety, and welfare in conjunction with the protections from G.L. c. 140, ss. 122-131Y and other State laws and regulations. To the extent this section or any related section can be read to potentially conflict with G.L. c. 140 or other State laws or regulations, the section shall be interpreted to minimize any conflict with State laws or regulations while maximizing the furtherance of the public safety and other public purposes underlying this section.

2252. Compatibility with State and Federal Laws and Regulations: Firearm Business Uses shall obtain and maintain all necessary Federal, State, and other required local approvals and licenses prior to beginning operations, including but not limited to a valid current State license issued pursuant to G.L. c. 140, ss. 122, as applicable. Required State and Federal licenses must be obtained before applying for a Special Permit.

2253. Applicability: This section shall apply to all Firearm Business Uses including related buildings.

2254. The hours of operation for a Firearm Business Use shall not adversely impact nearby uses. The hours of operation shall follow all state statutory and regulatory requirements, but in no case shall any Firearm Business Use be open before 9:00AM or remain open later than 8:00PM.

2255. Prior to the application for a Special Permit a Firearm Business Use shall submit a security plan to the Sudbury Police Department for review and approval. Review and approval of the security plan may include an inspection of the proposed site by the Police Department. The plan must include, but not be limited to, the following:

- a. Proposed provisions for security.
- b. A trained employee shall check identification and compliance with age restrictions prior to customers entering the establishment.
- c. The physical layout of the interior, including a demonstration that the size of the business is not so excessive so as to create issues with site security and video monitoring.
- d. After-hours storage of all Firearms in locked containers or by otherwise securing the Firearms with tamper-resistant mechanical locks.
- e. The number of employees.

2256. Prior to the application for a Special Permit a Firearm Business Use shall submit an operations and management plan to the Sudbury Police Department for review and approval.

2257. All Firearm Business Uses shall conduct criminal background checks of all employees in accordance with State law.

2258. No person under the age of 18 shall have access into or within a Firearm Business Use, with the sole exception that minors age 14 and older may accompany the minor's parent or legal guardian.

2259. Firearms Dealers shall videotape the point of sale of all firearms transactions and maintain videos for six (6) months to deter illegal purchases and monitor employees.

2260. Firearm Business Uses shall not sub-lease space from a tenant of any building or structure and is prohibited from sub-leasing the Firearm Business Use space to another Firearm Business.

2261. Location Requirements. All distances in this section shall be measured in a straight line from the property line of the lot containing the Firearm Business Use to the nearest property line of any of the following designated uses:

- a. A Firearm Business Use shall not directly abut any property containing a residential use.
- b. A Firearm Business Use shall not be located within 500 feet of any property containing a public or private K-12 school, daycare center, preschool, child care facility, or existing Firearm Business Use.
- c. A Firearm Business Use shall not be located within a building containing a dwelling unit.

2262. Special Permit for Firearm Business Use: In addition to the requirements of Section 6200, an application for Special Permit for Firearm Business Use shall include, at a minimum, the following information:

- a. Description of Activities: A narrative providing information about the type and scale of all activities that will take place on the premises.

- b. Lighting Analysis: A lighting plan showing the location of proposed lights on the building and the lot, and a photometric plan showing lighting levels.
- c. Context Map: A map depicting all properties and land uses within a 1,000-foot radius of the lot on which the Firearm Business is proposed to be located.
- d. Comprehensive Signage Plan.
- e. Report from the Police Chief or Designee: Confirming that the applicant has submitted the plans and information described in 2255 above and that those plans have been approved.

2263. Special Permit Criteria: In granting a Special Permit for a Firearm Business Use, in addition to the general criteria for granting a Special Permit, the Zoning Board of Appeals shall find that the following criteria are met:

- a. The lot is designed such that it provides convenient, safe, and secure access and egress for clients and employees arriving to and leaving from the lot.
- b. The establishment will have adequate and safe storage, security, and lighting.
- c. Loading, refuse, and service areas are designed to be secure and shielded from abutting uses.
- d. The establishment is designed to minimize any adverse impacts on abutters or pedestrians.
- e. The location and characteristics of the proposed use will not be detrimental to the public health, safety, and welfare of the neighborhood, which may extend into an adjacent municipality, or the Town.
- f. All signage has been reviewed and approved by the Building Commissioner or Design Review Board, as applicable, as to letter size, color, and design per section 3200 to ensure mitigation of impact to the surrounding neighborhood, consistent with applicable Federal and State law.
- g. The establishment has satisfied all of the conditions and requirements in this section.

2264. Severability: If any portion of this section is ruled invalid such ruling shall not affect the validity of the remainder of the section.

### C. DEFINITIONS

Insert in Article 7000, Definitions, the following new definition:

**Firearm:** Any device designed or modified to be used as a weapon capable of firing a projectile using an explosive charge as a propellant, including but not limited to guns, pistols, shotguns, rifles.

**Firearm Accessory:** Any device designed, modified, or adapted to be inserted into or affixed onto any



Firearm to enable, alter, or improve the functioning or capabilities of the Firearm or to enable the wearing or carrying about one's person of a Firearm.

Firearm Business Use:

- A.** Firearm Dealer: A retail or wholesale operation involving the purchase or sale of Firearms, Ammunition, and/or Firearm Accessories.
- B.** Gunsmith: Any retail operation involving the repairing, altering, cleaning, polishing, engraving, blueing, or performing of any mechanical operations on any Firearm.

DRAFT

## ARTICLE \_\_\_\_ FIREARM BUSINESS USES

6/22/23

To see if the Town will vote to amend the Sudbury Zoning Bylaw as set forth below:

## 2200. PRINCIPAL USE REGULATIONS

## A.

Insert in Section 2230, Table of Principal Use Regulations, Part C. Commercial, after “28. Marijuana Establishment” a new use category entitled “29. Firearm Business”, as shown in the table below.

PRINCIPAL USE	A-RES	C-RES	WI	BD	LBD	VBD	ID	LID	IP	RD
C. COMMERCIAL										
29. Firearm Business Use	N	N	N	N	N	N	N	<del>SB</del>	<del>SB</del>	<del>SB</del>

## B.

## 2250. Firearm Business Use.

2251. Purpose: To establish criteria for the establishment of Firearm Business Uses in the Town of Sudbury to address public safety concerns arising from the operations of such businesses and the potential disruption of peace and quiet enjoyment of the community. This section provides for separation between Firearm Business Uses and certain uses enumerated herein to maximize protection of public health, safety, and welfare in conjunction with the protections from G.L. c. 140, ss. 122-131Y and other State laws and regulations. To the extent this section or any related section can be read to potentially conflict with G.L. c. 140 or other State laws or regulations, the section shall be interpreted to minimize any conflict with State laws or regulations while maximizing the furtherance of the public safety and other public purposes underlying this section.

2252. Compatibility with State and Federal Laws and Regulations: Firearm Business Uses shall obtain and maintain all necessary Federal, State, and other required local approvals and licenses prior to beginning operations, including but not limited to a valid current State license issued pursuant to G.L. c. 140, ss. 122, as applicable. Required State and Federal licenses must be obtained before applying for a Special Permit.

2253. Applicability: This section shall apply to all Firearm Business Uses including related buildings.

2254. The hours of operation for a Firearm Business Use shall not adversely impact nearby uses. The hours of operation shall follow all state statutory and regulatory requirements, and shall be limited to Monday-Saturday, 10:00AM-5:00PM and closed on Sundays.

2255. Prior to the application for a Special Permit a Firearm Business Use shall submit a security plan to the Sudbury Police Department for review and approval. Review and approval of the security plan may include an inspection of the proposed site by the Police Department. The plan must include, but not be limited to, the following:

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a. Proposed provisions for security.

b. A trained employee shall check identification and compliance with age restrictions prior to customers entering the establishment.

**Commented [SA2]:** Is there a standard for training comparable to TIPS?

c. The physical layout of the interior, including a demonstration that the size of the business is not so excessive so as to create issues with site security and video monitoring.

d. After-hours storage of all Firearms in locked containers or by otherwise securing the Firearms with tamper-resistant mechanical locks.

e. The number of employees.

2256. Prior to the application for a Special Permit a Firearm Business Use shall submit an operations and management plan to the Sudbury Police Department for review and approval.

2257. All Firearm Business Uses shall conduct criminal background checks of all employees in accordance with State law.

2258. No person under the age of 18 shall have access into or within a Firearm Business Use, with the sole exception that minors age 14 and older may accompany the minor's parent or legal guardian.

**Commented [SA3]:** Any issues with the two ages standards?

2259. Firearms Dealers shall videotape the point of sale of all firearms transactions and maintain videos for three (3) years to deter illegal purchases and monitor employees.

**Deleted:** six (6) months

2260. Firearm Business Uses shall not sub-lease space from a tenant of any building or structure and is prohibited from sub-leasing the Firearm Business Use space to another Firearm Business.

2261. Location Requirements. All distances in this section shall be measured in a straight line from the property line of the lot containing the Firearm Business Use to the nearest property line of any of the following designated uses:

a. A Firearm Business Use shall not directly abut any property containing a residential use.

b. A Firearm Business Use shall not be located within 500 feet of a lot which contains a public or private K-12 school, daycare center, preschool, child care facility, public park and playground, establishment catering to minors, religious organization, or existing Firearm Business Use.

**Commented [SA4]:** Nursing home, senior living, etc.

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**Commented [SA5]:** Define

c. A Firearm Business Use shall not be located within a building containing a dwelling unit.

2262. Special Permit for Firearm Business Use: In addition to the requirements of Section 6200, an application for Special Permit for Firearm Business Use shall include, at a minimum, the following information:

a. Description of Activities: A narrative providing information about the type and scale of all activities that will take place on the premises.

- b. Lighting Analysis: A lighting plan showing the location of proposed lights on the building and the lot, and a photometric plan showing lighting levels.
- c. Context Map: A map depicting all properties and land uses within a 1,000-foot radius of the lot on which the Firearm Business is proposed to be located.
- d. Comprehensive Signage Plan in conformance with the Sign Bylaw.
- e. Report from the Police Chief or Designee: Confirming that the applicant has submitted the plans and information described in 2255 above and that those plans have been approved.

f. The Firearm Business Use shall procure and at all times while in operation maintain insurance issued by an insurance company licensed to do business in the Commonwealth, insuring the Firearm Business Use against liability for damage to property and for injury to, or death of, any person as a result of the theft, sale, lease or transfer, or offering for sale, lease or transfer of a firearm or ammunition, or any other operation of the Firearm Business Use. The limits of liability shall not be less than \$1,000,000 for each incident of damage to property or incident of injury to death to a person; provided however, that increased limits of liability may be required by the Special Permit Granting Authority upon a finding that the size of the operation warrants greater liability. Notice of termination of any applicable insurance must be given to the Special Permit Granting Authority at least 30 days prior to the effective date of the cancellation. The Town of Sudbury shall be insured under the business owner's policy and the Town shall be indemnified against any liability, claim, or loss tied to the business.

g. A Special Permit for a Firearm Business Use shall be valid for one year. The owner of a Firearm Business Use shall annually apply to the Special Permit Granting Authority for renewal of the Special Permit, which renewal shall not exceed one (1) year.

2263. Special Permit Criteria: In granting a Special Permit for a Firearm Business Use, in addition to the general criteria for granting a Special Permit, the Zoning Board of Appeals shall find that the following criteria are met:

- a. The lot is designed such that it provides convenient, safe, and secure access and egress for clients and employees arriving to and leaving from the lot.
- b. The establishment will have adequate and safe storage, security, and lighting.
- c. Loading, refuse, and service areas are designed to be secure and shielded from abutting uses.
- d. The establishment is designed to minimize any adverse impacts on abutters or pedestrians.
- e. The location and characteristics of the proposed use will not be detrimental to the public health, safety, and welfare of the neighborhood, which may extend into an

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adjacent municipality, or the Town.

- f. All signage has been reviewed and approved by the Building Commissioner or Design Review Board, as applicable, as to letter size, color, and design per section 3200 to ensure mitigation of impact to the surrounding neighborhood, consistent with applicable Federal and State law.

g. The establishment has satisfied all of the conditions and requirements in this section.

No more than two Firearm Business Uses are allowed within the Town of Sudbury at any given time. A Special Permit for Firearm Business Use is not transferable upon a sale, transfer, or assignment of the Firearms Business Use. A special permit for a Firearm Business Use shall be terminated for violation M.G.L. c. 140, ss. 122B, 130, 131N, or similar laws in other states. Upon expiration or cancellation of the policy of insurance as required herein, and if no additional insurance is obtained, the special permit shall be terminated.

2264. Severability: If any portion of this section is ruled invalid such ruling shall not affect the validity of the remainder of the section.

### C. DEFINITIONS

Insert in Article 7000, Definitions, the following new definition:

Ammunition: Cartridges or cartridge cases, primers (igniters), bullets, tear gas cartridges, or propellant powder designed for use in any Firearm.

Firearm: Any device designed or modified to be used as a weapon capable of firing a projectile using an explosive charge as a propellant, including but not limited to guns, pistols, shotguns, rifles.

Firearm Accessory: Any device designed, modified, or adapted to be inserted into or affixed onto any Firearm to enable, alter, or improve the functioning or capabilities of the Firearm or to enable the wearing or carrying about one's person of a Firearm.

Firearm Business Use:

- A. Firearm Dealer: A retail or wholesale operation involving the purchase or sale of Firearms, Ammunition, and/or Firearm Accessories.  
B. Firing Range: A commercial facility designed for Firearm(s) training and/or shooting practice.  
 C. Gunsmith: Any retail operation involving the repairing, altering, cleaning, polishing, engraving, blueing, or performing of any mechanical operations on any Firearm.

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firearm business

To: Select Board, Town Manager Andy Sheehan

Date: July 9, 2023

Re: Gun shop bylaw/zoning amendment

#### Introduction:

In considering any permitting of gun shop it is important to distinguish between a theoretical right to require permitting of a gun shop, and the validity of an ordinance (by-law or zoning amendment) restricting establishment and conditions of operation of a gun shop.

If there is no existing ordinance (zoning bylaw amendment) permitting the sale of firearms, the first obstacle a gun seller would need to overcome is that he or she has a constitutional right to conduct such a business. Such rights are not freestanding and are not incorporated into the Second Amendment, or otherwise. A right to conduct a business for the sale of firearms is DERIVATIVE, that is, a showing must be made that the protected Second Amendment right is unduly constrained because a gun shop is not reasonably accessible to a prospective purchaser. Only upon a judicial confirmation that such a derivative right exists, does the proposed seller reach the issue of undue restrictions in the provisions the ordinance (zoning bylaw amendment). In other words, there is a two pronged test: First, is there a constitutionally protected right to open a gun shop, and second, is the ordinance unduly restrictive or impose an undue burden.

The right to own a firearm is separate and distinct from a commercial operation to sell guns. The Second Amendment to the U. S. Constitution does not confer an independent right to license or operate a gun shop, and the Second Amendment has never been interpreted to confer such an independent right.

#### The Teixeira Case

The holding in the Teixeira case, a federal court case in California, is that a community is NOT required to permit a gun shop so long as an undue burden is not placed on a person who wishes to buy a firearm. The relevant and essential holding in the Teixeira case is that because there were gun shops within the county, an undue burden was not placed on the individual seeking to purchase a

gun. Therefore, the federal court DENIED the request to force a community to license a gun shop.

Incidentally, in the Teixeira case, the plaintiff was a prospective gun store operator seeking to open a gun shop, not an individual seeking to purchase a gun.

The Federal Court of Appeals also held that the ordinance in question did not infringe on Second Amendment rights of potential customers of prospective gun store operator.

Importantly, the Supreme Court of the United States denied certiorari for the Teixeira case. That is, it refused to review the Ninth Circuit Court of Appeals decision in the Teixeira case, allowing it to stand.

### Sudbury Zoning Amendment

There are multiple communities in Middlesex County which have gun shops, including at least three communities which directly abut Sudbury: Marlboro, Hudson, and Framingham. Natick, about a 20-minute drive from Sudbury, has one or more gun shops. Applying the same legal standard to Sudbury, as used in the Teixeira case, a court in Massachusetts would most likely reject a request demanding Sudbury license a gun shop because there are already several nearby.

According to state records, the Sudbury Police Department has issued firearm permits to a significant number of residents. Currently there are over 900 active Resident Class A Large Capacity Licenses to Carry Firearms in Sudbury.

The combination of:

- a large number of active firearm licenses in Sudbury, and
- the abundance of commercial firearm sellers in abutting communities and within a short drive of Sudbury,

is clear and convincing evidence that there is not an undue burden on an individual in Sudbury seeking to purchase a firearm.

To my knowledge, there has been no case in Massachusetts, in either federal or state court, and either at the trial court level or appellate level, claiming a municipality is obligated to permit a gun shop.



Documented facts, state law, and caselaw do not support a legal opinion that Sudbury would be at risk for being sued because it did not have a bylaw allowing a gun shop. To the contrary, a court considering the facts and law would reject such a claim as being factually deficient and lacking a legal foundation.

#### Public Policy Considerations

Enacting an ordinance permitting a gun shop would voluntarily and unnecessarily remove an obstacle, and make it far easier to open a gun shop in Sudbury. It would make the town less safe. There is no policy basis for doing so.

At least one study found that when a gun dealership opens, homicides increase.

#### Conclusions

Adopting a bylaw or zoning amendment allowing one or more gun shops in Sudbury is unnecessary. There is no requirement, in law or in fact, for having such a bylaw or zoning amendment.

If the intent of a bylaw, or zoning amendment, is to keep gun stores out of Sudbury, approving the zoning amendment now being considered by the Select Board, would have the opposite effect. It would say, 'Yes, a gun shop in Sudbury is OK.'

Enacting the proposed bylaw or zoning amendment would be an invitation to open a gun shop; an action which would be at odds with community sentiment.

Len Simon  
Meadowbrook Circle

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**TO:** Andrew Sheehan, Sudbury Town Manager (*By Electronic Mail Only*)

**FROM:** Janelle M. Austin, Esq.  
 Lee S. Smith, Esq.

**RE:** Town Meeting Warrant; Citizen-Petitioned Zoning Article 55- Firearms

**DATE:** May 1, 2023

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**ATTORNEY-CLIENT PRIVILEGE- NOT A PUBLIC DOCUMENT**

The Select Board has requested a legal analysis of a citizen-petitioned warrant article that seeks to ban firearms sales, assembly and manufacturing in the Town through a zoning bylaw amendment, as set forth below. Please find a legal analysis regarding the pertinent legal issues, as requested by the Board.

**BACKGROUND**

On January 25, 2023, a citizen-petitioned warrant article was submitted for Town Meeting consideration that would amend Part C of the Zoning Bylaw's Table of Principal Use Regulations. The proposed warrant article is attached to this memorandum as Exhibit A and states:

"To see if the Town will vote to[,] [i]n Section 2230, Appendix A, Table of Principal Use Regulations, add a line after 'Marijuana Establishment' in Part C of the table which shows 'N' all the way across the table and call it 'Sales, Assembly, and/or Manufacturing of Firearms and/or Components thereof, Ammunition, and Explosives'. This amendment would make the Sales, Assembly, and/or Manufacturing of Firearms and/or Components thereof, Ammunition, and Explosives a prohibited use in all zoning district[s] in the Town of Sudbury."

As you know, Part C of the Table of Principal Use Regulations, Section 2230, Appendix A, addresses commercial uses. Currently, two types of commercial uses are expressly prohibited in all districts: ATMs and similarly sized service booths, and marijuana establishments. The Zoning Bylaw also specifies that "[u]ses not expressly provided for herein are prohibited." Section 2210.

**ANALYSIS**

*1. The state of applicable case law.*

Bruen Case:

In 2022, the Supreme Court addressed the Second Amendment to the United States Constitution in the case of New York State Rifle & Pistol Association, Inc. v. Bruen, 142 S. Ct. 2111 (2022) (hereinafter, “Bruen”), although the Supreme Court did not explicitly address the sale or manufacture of firearms in that case.<sup>1</sup> The opinion is attached hereto as Exhibit B.

Bruen concerned New York’s “may issue” gun-licensing law. According to the Court, “may issue” laws, as opposed to “shall issue” laws, are those “under which authorities have discretion to deny concealed-carry licenses even when the applicant satisfies the statutory criteria, usually because the applicant has not demonstrated cause or suitability for the relevant license.” The Court held that the law at issue violated the Second Amendment.

In doing so, it determined that “the Second and Fourteenth Amendments protect an individual’s right to carry a handgun for self-defense outside the home.” The Court also clarified that the Second Amendment analysis is entirely historical in nature: “[W]hen the Second Amendment’s plain text covers an individual’s conduct, the Constitution presumptively protects that conduct. To justify its regulation, the government may not simply posit that the regulation promotes an important interest. Rather, the government must demonstrate that the regulation is consistent with this Nation’s historical tradition of firearm regulation.”

As relevant in this context, in Bruen, the Supreme Court clarified the legal framework for Second Amendment challenges to government regulation. The Supreme Court held that, in lieu of the “two-step test” that courts had previously adopted for resolving Second Amendment claims, courts must now apply a standard “rooted in the Second Amendment’s text, as informed by history.” 142 S. Ct. at 2127. Therefore, in our opinion, now under Bruen, reviewing courts must determine whether “the Second Amendment’s plain text” protects the conduct in which the plaintiff wishes to engage, and if it does, then decide whether the regulation “is consistent with this Nation’s historical tradition of firearm regulation.” *Id.* at 2126. If challenged, the Town, as the government entity, has the burden of “demonstrat[ing] that the regulation is consistent” with historical tradition. *Id.* Therefore, in assessing that historical tradition, a reviewing court must engage in “analogical reasoning” to determine whether the challenged restriction on Second Amendment rights is “relevantly similar” to a historical regulation or tradition. *Id.* at 2132-33. Importantly, the Supreme Court held as follows:

Despite the popularity of this two-step approach, it is one step too many. Step one of the predominant framework is broadly consistent with *Heller*, which demands a test rooted in the Second Amendment’s text, as informed by history. But *Heller* and *McDonald* do not support applying means-end scrutiny in the Second Amendment context. Instead, the government must affirmatively prove that its firearms regulation is part of the historical tradition that delimits the outer bounds of the right to keep and bear arms.

<sup>1</sup> For a recent Supreme Judicial Court opinion that addresses Bruen in the context of firearm possession crimes, see Commonwealth v. Carlos Guardado, SJC-13315 (Apr. 13, 2023), available at <https://www.mass.gov/files/documents/2023/04/13/e13315.pdf>.

Accordingly, in our opinion, a Second Amendment challenge to government regulations in the firearms context will likely invoke the standard set forth above in Bruen. As this is an evolving area of law, the scope of its application is unknown at this time, in our opinion.

#### Heller Case:

Prior to the Bruen decision, in another Supreme Court case entitled District of Columbia v. Heller, 554 U.S. 570 (2008), the Supreme Court addressed a provision adopted by the District of Columbia generally prohibiting the possession of handguns, and providing further that no person could carry a handgun without a license. The Court held, in part, that the complete ban on handgun possession was inconsistent with the Second Amendment. However, the case also indicated that the Second Amendment is not “absolute” and does not “grant the right to keep and carry any weapon whatsoever in any manner whatsoever for whatever purpose.” The court noted several “presumptively lawful” regulatory measures, including prohibition of: carrying concealed weapons, felons and the mentally ill possessing firearms, and the carrying of firearms in “sensitive” places such as schools and government buildings. Of note, the Court also indicated that it was presumptively lawful to “impose conditions and qualifications on the commercial sale of arms.”

#### Teixiera Case:

Another directly relevant case is Teixeira v. County of Alameda, which was heard by the 9th Circuit Court of Appeals, and then by the 9th Circuit “en banc” (meaning the entire court of appeals rather than a panel of the court). A zoning provision in Alameda County limited guns stores to locations more than 500 feet distant from a residentially zoned district; elementary, middle or high school; preschool or day care center; other gun store; or liquor store or establishment. For reference, Alameda County is 821 square miles and is home to more than 1,500,000 people.

In the 9th Circuit panel case, 822 F.3d 1047 (2016), the Court asked whether: (1) “the Second Amendment places any limits on regulating the commercial sale of firearms,” (2) whether the case implicated the Second Amendment, and, if so, (3) what level of scrutiny should be applied. The Appeals Court panel determined that the right to bear arms would be meaningless if it did not also protect the right to acquire arms, and therefore that Second Amendment rights were implicated. The Appeals Court panel sent the case back to the lower court to determine the appropriate level of scrutiny.

Later, the case was reviewed by the full 9th Circuit Court of Appeals, 873 F.3d 670 (2017). The opinion is attached hereto as Exhibit C. In that case, which was decided before the Supreme Court’s decision in Bruen, court noted that there were 10 gun stores in Alameda County, one of which was essentially down the street from the location denied a zoning permit. The Court concluded, “In any event, gun buyers have no right to have a gun store in a particular location, at least as long as their access is not meaningfully constrained.” The Supreme Court declined to review that case.

2. *Whether a complete prohibition is allowed.*

In our opinion, the citizen-petitioned article seeking an amendment to the zoning bylaw would need to be approved by the Massachusetts Attorney General's Office. Based on the language set forth in the petitioned article, in our opinion, we cannot predict with any certainty whether approval would issue given the scope of the proposed regulation, the lack of definitions relative to same. In addition to uncertainty regarding the Attorney General's approval regarding a total ban of firearms sales, assembly or manufacturing, as written, in our opinion, it is highly likely that the zoning bylaw would be subject to constitutional challenge. As you are aware, firearms matters are of significant interest throughout the country, and therefore any municipality that seeks to prohibit gun sales may anticipate a well-financed challenge to such regulation, in our opinion.

3. *Municipalities in Massachusetts that have prohibited gun sales.*

There are many states where local entities are not authorized to regulate gun sales and, instead, such matters are addressed at the state level. In those states where regulation is permitted, such as Massachusetts, there are several types of regulation. The predominant types of regulations are zoning firearms businesses in certain districts, such as adult-use or other districts located at a distance from residential or park/playground uses; creating an overlay district; imposing a buffer area around certain sensitive places such as parks and health care facilities; and/or conditioning the grant of a permit for such use.

As far as we are aware, no municipality in Massachusetts has recently adopted a local zoning regulation entirely prohibiting the locating of firearms businesses therein. As you know, there is a comprehensive state scheme dealing with the licensure of firearms dealers, including, but not limited to, pursuant to G.L. c. 140, §§ 122 and 123. Specifically, the Massachusetts Gun Control Advisory Board, established by the Governor pursuant to G. L. c. 140, §131½, is responsible for advising the Executive Office of Public Safety and Security on matters relating to the implementation of the Commonwealth's gun laws, and therefore advising on what constitutes adequate safety measures. In practice, the Sudbury Chief of Police, as the local firearms licensing authority pursuant to G.L. c. 140, oversees ensuring that any store selling firearms is in compliance with security measures required by law. ATF is the federal agency responsible for ensuring compliance with additional federal regulations.

There are municipalities in Massachusetts that regulate the sale of firearms. Such regulation includes the creation of certain zoning districts for the sale of firearms or imposition of a buffer zone requirement. Based on our research, certain municipalities also prohibit pawn shops from selling guns. For example, Brookline, Dedham, and Newton have adopted zoning restrictions on firearm businesses in the last few years. In Brookline, "Firearm Business Uses" are permitted with a special permit in one business district. See Fall 2021 Annual Town Meeting Article 22, attached hereto as Exhibit D. In Dedham, "Firearms Businesses" are permitted with a special permit in the Adult Use Overlay District. See Dedham Town Code § 280-6.1, attached

hereto as Exhibit D. And in Newton, “Firearm Business Uses” are permitted with a special permit in three districts. See Newton Ordinances §§ 4.4.1, 6.10.4, attached hereto as Exhibit E.<sup>2</sup> As far as we know, these previously adopted regulations have not been challenged successfully on constitutional grounds. However, because these local enactments were passed before the Supreme Court’s Bruen decision, if a similar zoning bylaw is passed by Town Meeting and approved by the Attorney General’s Office, we cannot predict with certainty how a court would apply the facts and current law in a judicial review of same.

*4. Potential repercussions of adopting a total ban and then having the ban challenged successfully in court.*

Because this issue is case specific, it is impossible to anticipate or predict with certainty the particular mechanisms that will be used in such a challenge, or a reviewing court’s determination with respect to such a challenge, if brought, including pursuant to the Second Amendment. A challenge to a zoning bylaw prohibition could include a request for a preliminary injunction prohibiting the Town from enforcing the bylaw during the pendency of the case. In the event that the reviewing court found that such prohibition violated protected Second Amendment rights and so was a violation of civil rights, it could award damages and attorneys’ fees to the plaintiff(s). Importantly, if the firearms businesses ban was overturned, it would also mean that, unless other zoning amendments were adopted in the interim, firearms businesses would continue to be regulated under available use regulations pursuant to the current Zoning Bylaw and state firearms laws. Additionally, if a challenge to the firearms businesses ban reached a state or federal appellate court, then that court’s ruling would potentially affect other municipal regulations throughout the Commonwealth or, perhaps, the throughout the country.

*5. Potential vagueness issue with proposed warrant article.*

In our opinion, the proposed warrant article, if passed, is also at significant risk of being deemed vague or judicially challenged on the ground of vagueness and, also, may pose enforcement issues for the zoning enforcement officer. Courts have long held that “an ordinance or by-law . . . ought not to stand when it is so vague and ambiguous that its meaning can only be guessed at.” O’Connell v. City of Brockton Board of Appeals, 344 Mass. 208, 212 (1962). The proposed warrant article, unlike the bylaws and ordinances in Brookline, Dedham, and Newton discussed above, does not have any defined terms. Thus, the terms “Sales, Assembly, and/or Manufacturing of Firearms and/or Components thereof, Ammunition, and Explosives” are left to interpretation, including with respect to any non-commercial use. This omission might render the proposed warrant article, if it is passed, unconstitutionally vague.

<sup>2</sup> For additional context on the Newton zoning discussion regarding firearms dealers, please see: <https://members.charlesriverchamber.com/blog/chamber-news-5220/post/giffords-law-center-urges-newton-not-to-ban-gun-shops-30281>

*6. Application to preexisting uses.*

An additional issue is whether firearms businesses already in existence will be affected by the proposed warrant article if the article is passed. In our opinion, if the article is passed, a preexisting, lawful firearms business will be allowed to continue “provided that no modification of the use . . . is accomplished” without authorization. The Zoning Bylaw states that it “shall not apply to structures or uses lawfully in existence or lawfully begun, or to a building or special permit issued before the first publication of notice of the public hearing required by G.L. c. 40A, s. 5 at which this Zoning Bylaw, or any relevant part thereof, was adopted. Such prior, lawfully existing non-conforming uses and structures may continue, provided that no modification of the use or structure is accomplished, unless authorized hereunder.” See Section 2410.

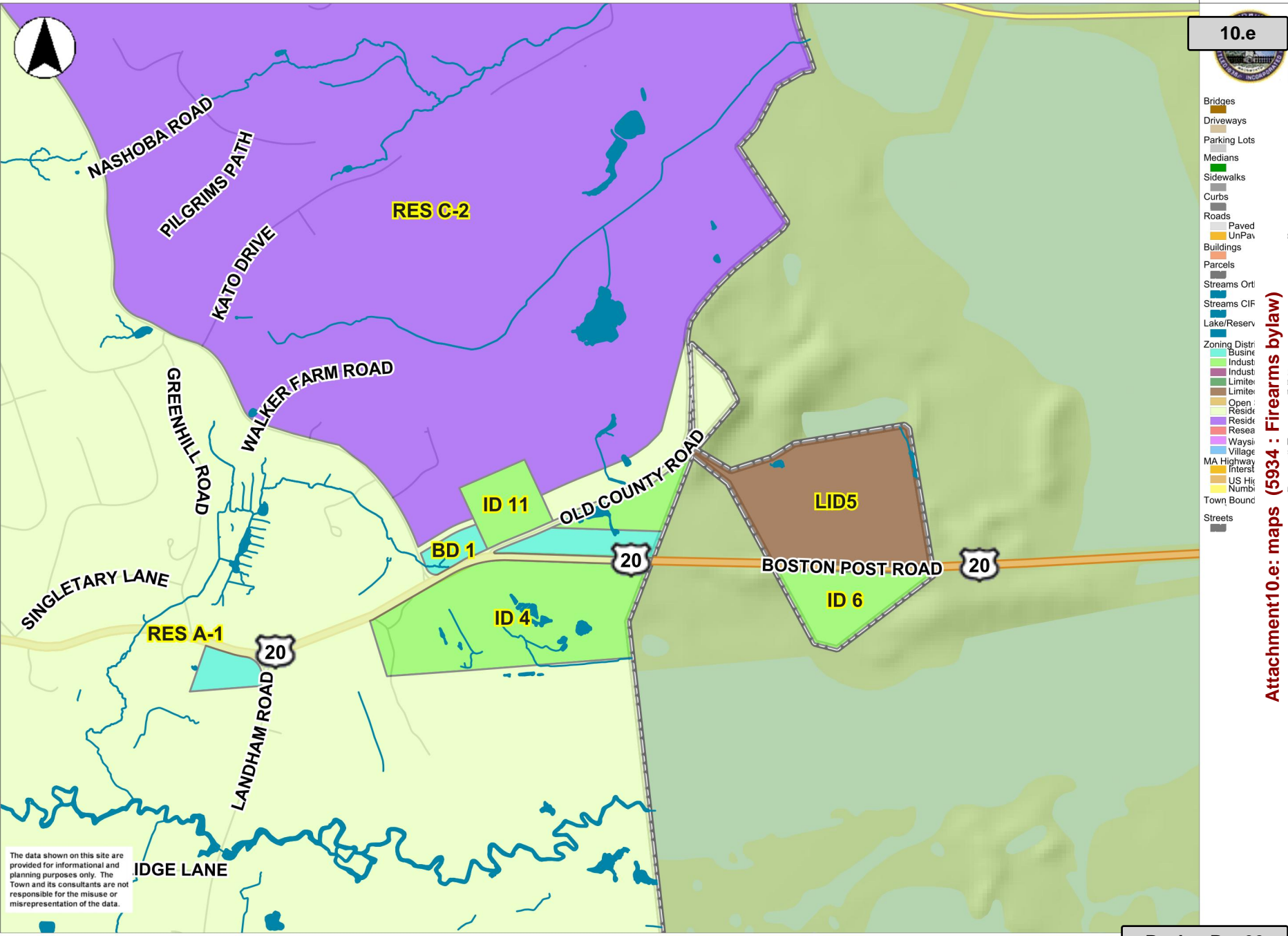
If you would like to discuss the above analysis or have additional questions, please do not hesitate to contact us.

#862181/SUDB/0275

Attachment10.d: KP-#8622208-v1-SUDB- 2023\_ATM\_Article\_55\_Opinion\_(pdf) (5934 : Firearms bylaw)





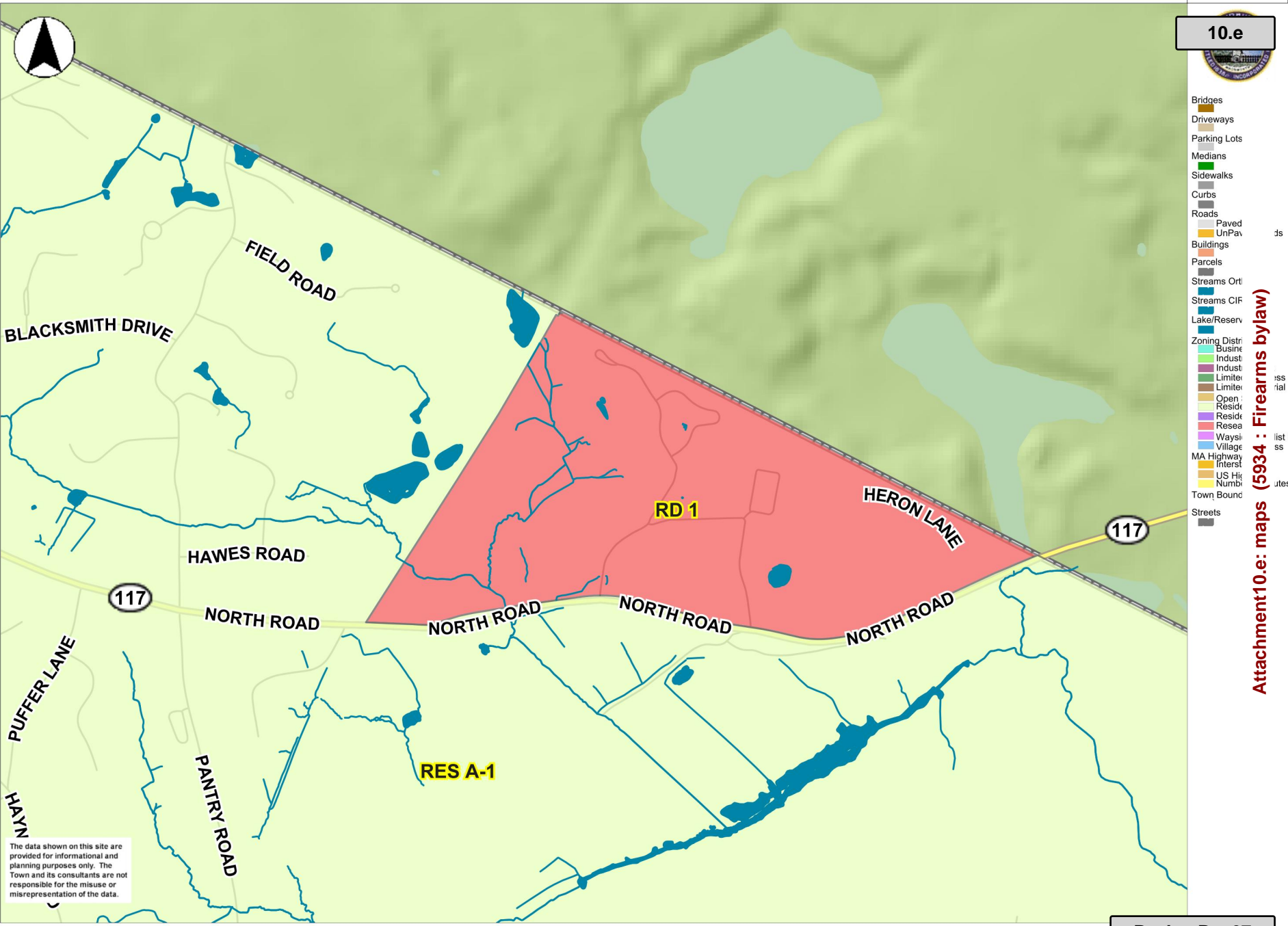


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  - Town Bound
- Streets

Attachment 10.e: maps (5934 : Firearms bylaw)





- Bridges
- Driveways
- Parking Lots
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Attachment 10.e: maps (5934 : Firearms bylaw)

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NEWTON

## Proposed gun store ban in Newton is blocked for now

By [John Hilliard](#) Globe Staff, Updated July 13, 2021, 2:15 p.m.

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Newton City Hall JIM DAVIS/GLOBE STAFF

Efforts in Newton to ban gun stores from the city hit a roadblock Monday after the City Council turned down proposed zoning changes to prohibit firearms retailers. But the debate over the issue will continue as councilors are expected to take up a separate ban measure in the fall.

While there is widespread opposition among the city's elected leaders to firearms businesses, debate has swirled around whether an [outright ban would invite a court challenge under the Second Amendment](#).


Late last month, the council's Zoning & Planning Committee recommended against Newton adopting the ban through the city's zoning code. In a 21-3 vote Monday, a majority of councilors approved the committee's recommendation to deny the ban.

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The proposed ban of gun shops through zoning was initially docketed by a group of 11 councilors, including Emily Norton of Ward 2 and Leonard Gentile of Ward 4. Councilors Norton, Gentile, and R. Lisle Baker of Ward 7 cast the dissenting votes Monday.

Defeat of that measure will likely not be the last word on the issue. Last month, Norton and Gentile docketed a separate ban proposal that calls for adding amendments to the city's ordinances that would prohibit the sale or manufacture of firearms within the city. The measure has been referred to the City Council's Programs & Services and Finance committees.

During Monday's City Council meeting, Gentile said the proposed gun store ban through the city ordinances was expected to be taken up in the fall.



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Much of the debate focused on procedural matters, and took up the bulk of the roughly hour-and-a-half long session.

Some councilors who initially supported the zoning ban raised concerns about a court challenge, including Christopher Markiewicz, a Ward 4 councilor, and Rebecca Walker Grossman, a Ward 7 councilor-at-large. Both said the city should be able to continue exploring whether a gun store ban is feasible.

"I don't see the harm in letting Programs & Services and this other item run through its course. Odds are, I still would not support a total ban," Markiewicz said, but noted the issue was complex. "I think it's worth hearing it."

Walker Grossman said she wanted "to keep open the possibility that a time could come down the line when picking this discussion up could make better sense."

Debate over a ban comes after the [City Council in early June approved new local regulations that limit where firearms businesses could open](#), and requires them to receive a special permit from councilors to open. The rules apply to firearms dealers, gunsmiths, and gun ranges.

The issue surrounding gun shops arose after a [local seller, Newton Firearms, looked to open at 709 Washington St. in Newtonville](#). The planned store [sparked heated debate in the city](#), and the city's new rules governing gun stores prohibit Newton Firearms from opening at that location, officials have said.

John Hilliard can be reached at [john.hilliard@globe.com](mailto:john.hilliard@globe.com).

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# Newton's proposed gun store ban could invite Second Amendment court challenge, experts say

By **John Hilliard** Globe Staff, Updated June 16, 2021, 4:35 p.m.



Newton officials are considering whether to ban gun shops from the city after recently passing new zoning rules to regulate the businesses. SUZANNE KREITER/GLOBE STAFF

Newton officials are considering whether to ban gun shops from the city after recently passing new zoning rules to regulate the businesses. SUZANNE KREITER/GLOBE STAFF

A proposed ban on gun stores and other firearms businesses in Newton has divided local gun control advocates and raised concerns that the measure may draw the city into a court fight over the constitutional right to bear arms.

A public hearing is scheduled Monday on the proposed ban being considered by the Newton City Council.

Earlier this month, the Council approved zoning rules that leaders said would strictly regulate gun stores and other firearms businesses in Newton. The zoning was developed after a local businessman sought to open a gun store in Newtonville, and the new rules do not permit firearms businesses in that location.

[Darrell A. H. Miller](#), a law professor at Duke University School of Law and codirector of the [Duke Center on Firearms Law](#), said Newton faces the “live risk” of litigation if the city implements a ban against gun stores.

“If you end up banning gun stores by law from the region, somebody is going to raise a Second Amendment issue,” Miller said in a phone interview. “And an issue that hasn’t been adjudicated, will be adjudicated on that basis.”

The debate has also roiled gun control advocates who want to keep gun stores out of Newton, but disagree on how to do it.

**RELATED:** [Newton City Council approves zoning rules for gun stores](#)

Laura Towvim, a local gun control advocate who helped organize opposition to the Newtonville store, said the zoning rules approved by the City Council are incredibly strong and legally defensible.

“A zoning ordinance is the most effective way to stop gun stores from coming here,” Towvim said in a phone interview. “Going the next step and enacting a ban seems like an unnecessary risk for our city, and I believe it creates risks for the country.”

But a group of city councilors and residents have said Newton should go further, and have called for an outright ban on firearms businesses.



Councilor Emily Norton said a vast majority of Newton residents who have contacted her would support an outright ban on gun stores.

"I want to take a firm stand against access to guns," Norton said. "I don't think they need another option in Newton, people don't want it near them. I think we should respect that, and try to make it happen."

In January, [Joseph Kammouj notified Newton's police department he was working to open Newton Firearms](#) at 709 Washington St.

Community opposition to Kammouj's store spurred Mayor Ruthanne Fuller [and city councilors to create zoning for gun shops and other firearm businesses](#).

The new regulations [approved by the City Council](#) limit those businesses to a handful of spots in the city, grant city councilors permitting authority, and create buffers between gun shops and places like residential areas.

While there is support for allowing gun stores in Newton — [nearly 1,000 people have signed onto an online petition backing them](#) — much of the local debate has been among gun control advocates split over the proposed ban.

John E. Rosenthal, president and cofounder of Stop Handgun Violence, told Fuller and city councilors in an e-mail last month there is broad support for banning gun shops in Newton.

"Only by disregarding the fears and taking a bold stand have we been able to pass the most comprehensive and safe gun laws in the country," Rosenthal said.

Janet Goldenberg and Edward Notis-McConarty, leaders of the Massachusetts Coalition to Prevent Gun Violence, argued that there were "terrible risks" in a gun shop ban.

**RELATED:** [Newton residents speak out on proposed gun store rules](#)

The city's attorney, Alissa Giuliani, has warned that a ban "would not withstand" a legal challenge.

"Put bluntly, when considering the risks of litigation in the name of fighting the good fight, the real risk here is that the City's ability to regulate gun stores could be diminished, if not removed entirely, and that decision would impact every community in the country," Giuliani said in a memo to city councilors last month.

Miller, the Duke law professor, said if a court determines a city must allow certain types of gun-related businesses, there would likely be more litigation over what kinds of limits can be placed on them, such as operating hours or their proximity to schools.

"Is there a risk to ordinary zoning rules to be challenged as Second Amendment violations? Yes," he said. "Will they win? The jury's really out."

[Timothy Zick](#), a law professor at William & Mary Law School, said that in general, longstanding commercial regulations are "presumptively lawful" under the Supreme Court's 2008 decision in the case *District of Columbia v. Heller*, which [recognized a person's right to possess a gun under the Second Amendment](#).

But it is not clear that bans on firearms acquisition would be included, he said in an e-mail.

"Although a potential firearms purchaser likely does not have a constitutional right to have a gun store in a particular location, a court might conclude that geographic bans ... interfere with the right to acquire firearms," Zick said.

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[John J. Donohue III](#), a law professor at Stanford Law School, said it would be a safer route for Newton to pursue zoning controls on gun stores, rather than banning them outright.

“If I were in the city’s position, I might take a regulatory [approach] as opposed to outright bans, because those seem to have a better chance of being sustained in this very pro-gun environment with so many Trump appointees,” Donohue said in a phone interview.

Since Newton began working on regulating gun shops, officials in Brookline and Wellesley have begun exploring whether to implement their own rules.

Melvin Kleckner, Brookline’s town administrator, said the town is actively exploring zoning restrictions and other mechanisms to regulate gun stores. Officials will probably propose changes to Brookline’s general and zoning bylaws at the next Town Meeting in November.

Don McCauley, Wellesley’s planning director, said residents approached the town about creating regulations for gun stores after the issue came up in Newton. A public hearing is scheduled for July 18.

Towvim said other communities should view Newton as a “cautionary tale” and move to pass their own local gun store regulations.

“We were caught flat-footed without any zoning in place; we didn’t even know that was something we should think about,” Towvim said. “I hope other towns will use this as a way to proactively put in place protections.”

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Norton said the city hasn’t protected itself from potential litigation by passing zoning; to keep gun stores out of Newton, the city needs a ban.

“Some people on the left think that we should be cowering, and hoping that the right wing doesn’t come after us. That’s not my theory of change,” Norton said. “I think you fight boldly for what you believe in.”

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John Hilliard can be reached at [john.hilliard@globe.com](mailto:john.hilliard@globe.com).

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Allison Anderman <aanderman@giffords.org>

Yesterday, 12:58 PM

Russo, Charlie

Reply all

Hi Charlie,

Thanks for reaching out. I worked with Littleton on its zoning restrictions.

Unfortunately, I cannot talk on the phone today and due to gun activists' penchant for submitting public record act requests, I am unable to put anything substantive in an email.

The best I can tell you over email is that the approaches taken by Littleton is the one we'd recommend. If you'd like to set up a call for later in the week to discuss, I'd be happy to do that.

Best,  
Allison

- Allison Anderman, senior counsel and director of local policy, Giffords Law Center

## Gun Shop Zoning Issues



Janet Goldenberg <janetzipin@rcn.com>

Today, 10:38 AM

Russo, Charlie ▾

↻ Reply all | ▾



Newton\_001.pdf

109 KB



Download

Hi Charlie – Thank you for reaching out and nice to e-meet you. As you note in your email, when Newton was considering an outright ban on gun shops I opposed that measure, along with many other leaders in the gun violence prevention world. I'm attaching a letter I and other leaders in Newton submitted to the City Council explaining our position. Before taking this position we consulted with, among others, lawyers focused on this issue with the Giffords Law Center who also advised against enacting an outright ban. I'm happy to talk by phone if you'd like to discuss further. I hope this is helpful! --Janet

- Janet Goldenberg, President Emerita, MA Coalition to Prevent Gun Violence

June 1, 2021

To the Mayor of Newton and the City Council  
[citycouncil@newtonma.gov](mailto:citycouncil@newtonma.gov)

Dear Mayor Fuller and City Councilors,

We write to you as longtime Newton residents, as lawyers, and as leaders of the Massachusetts Coalition to Prevent Gun Violence, to address the zoning issues surrounding the gun shop seeking to open on Washington Street near Newton North High School. As co-founders and leaders of the Board of the Massachusetts Coalition to Prevent Gun Violence, we have each dedicated more than a decade to reducing gun violence, including securing the passage of laws requiring background checks on private guns sales and the Extreme Risk Protection order law, which permits the removal of guns from those who pose a risk to themselves or others. We have built a Coalition of more than 100 member organizations statewide, all devoted to reducing gun violence, and pursued every avenue possible to reduce what we see as a scourge on this country.

In our view, taking into account our experience as gun violence prevention advocates and as lawyers, the current proposal to amend Newton's zoning to dramatically restrict gun shops is the most effective way to prevent gun violence and keep this city safe. The proposal keeps gun shops away from schools, churches, residences and other vulnerable sites, which due to the current land use in Newton appropriately makes it very difficult to open a gun shop in the City.

Some well-intentioned citizens are instead pressing for a ban on gun shops. While the underlying motivation of this proposal is laudable, a ban is more emotional than practical. The choice between tough zoning restrictions and a ban on gun shops is a matter of the risks and the benefits of each approach. The tough zoning restrictions have almost the same benefit as a ban, without the risks. Zoning has been repeatedly upheld as valid to protect public health and safety. On the other hand, the risks of a ban are dramatic and may well set back the effort to reduce gun violence in Newton and nationwide. A ban will almost certainly result in a lawsuit by the radical gun lobby, which is funded by the manufacture and sale of guns. Regardless of what the lower courts in this jurisdiction may do (and keep in mind that the U.S. District Court of *Massachusetts* just last year prevented Governor Baker from classifying gun shops as non-essential during the pandemic on the grounds that doing so unnecessarily infringed on the Second Amendment) any such case is likely to end up in the United States Supreme Court, a likelihood acknowledged even by the advocates for the ban. The gun lobby has succeeded in its long campaign to pack the courts, and the Supreme Court in particular, with sympathetic judges. If offered the opportunity, there is a distinct possibility that the Supreme Court will dramatically expand gun rights and restrict good-faith efforts to prevent the proliferation of guns and the trauma and deaths which inevitably result.

As longtime activists for gun violence prevention, we see terrible risks in a gun shop ban, and little practical benefit over a tough zoning ordinance.

**We urge you to vote in favor of the strict zoning ordinance rather than the ban, as emotionally satisfying as a ban might seem. In the long-term, a ban is likely to make all of us less safe.**

Janet Goldenberg  
President, MA Coalition to Prevent Gun Violence

Edward Notis-McConarty  
Board member, MA Coalition to Prevent Gun Violence

Below is a list of additional Newton lawyers, many with respected expertise in zoning matters, who have expressed their support for the views expressed in this letter:

Diane Tillotson  
Alan Schlesinger  
Emily Murphy  
David Banash  
Mary K. Ryan  
Kurt Kusiak  
Theresa Banash  
Richard Goldenberg  
Lori Silver  
Peter Lefkowitz  
Lucy Heenan Ewins  
Michael Chinitz  
Laura Rees Acosta  
Naomi Bass Grace  
Steven J. Buchbinder  
Leonard M. Davidson

# Newton City Council looks to prevent gun stores through zoning laws, rather than voting to ban them

Published: Jun. 22, 2021, 5:11 p.m.



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NEWTON, MA - APRIL 9: The corner of Washington Street and Commonwealth Avenue along the Boston Marathon course in Newton, MA is pictured on April 9, 2019. The Boston Marathon course is known not so much by its mileage markers as by its landmarks. The Wellesley Scream Tunnel. Hells Alley. Heartbreak Hill. The Haunted Mile. But the most strategically significant is the Firehouse Turn, the abrupt right angle onto Commonwealth Avenue that's the gateway to the Newton hills where races traditionally are decided. (Photo by Suzanne Kreiter/The Boston Globe via Getty Images) Boston Globe via Getty Images



By [Cassie McGrath](#) | [cmcgrath@masslive.com](mailto:cmcgrath@masslive.com)

On [Monday](#), the Newton City Council voted 6-0, with one abstention, against a gun store ban across the city, determining that zoning laws are a better way to combat the issue.

At the [beginning of the month](#), the city council approved

At the [beginning of the month](#), the city council approved Zoning and Planning Committee amendments to a zoning ordinance in order to block a gun store from being opened on Washington Street.

"This was not willy-nilly. This was really thoughtfully done. We spent a lot of time on it," Susan Albright, Newton City Council president said, according to a [WCVB](#) report.

At the City Council meeting on Monday, some Newton residents called for a citywide ban on gun stores.

"I think that you have a reasonably good case that the Constitution does not guarantee the right to sell arms," said Newton resident Peter Harrington, according to WCVB.

But there is question around how legal this is.

"While a ban might have emotional appeal, it's a bad idea," Janet Goldenberg, who is on the Massachusetts Coalition to Prevent Gun Violence's Board of Directors, said in the WCVB report. "It creates the potential for the Supreme Court to overturn not just this ban, but restrictive zoning on gun shops."




Newton restricts zoning for firearms businesses

AUG 9 2021 ECONOMIC AND COMMUNITY DEVELOPMENT

Home → News → Economic and Community Development

The city of Newton last month adopted zoning changes that limit locations and restrict operations for firearms businesses that want to open within city limits.



Newton City Hall

Among other provisions, the zoning amendment establishes buffers between firearms businesses and places like schools and daycare facilities, and requires firearms businesses to seek special permits. The restrictions apply to firearms dealers, gun ranges and gunsmiths, and come as neighboring communities are considering similar measures.

The City Council approved the zoning restrictions on June 2 by a 23-1 vote, and Mayor Ruthanne Fuller signed the order the next day. The measures grew out of opposition this spring to a gun store that had planned to open in a prominent spot near homes and schools. According to city officials, the new restrictions will prevent the store from opening at that location.

More generally, the push for stronger rules reflects growing community concerns about gun violence and opposition to having any firearms businesses in the city, said City Council President Susan Albright.

"Actually, we had gun shops in Newton in the past, and nobody cared," Albright said. "But it's the tone of the times, and you have to just adjust to that."

Under the new rules, a firearms business cannot open within 150 feet of homes, or operate within 1,000 feet of daycares, schools (from preschool through university level), playgrounds or parks, religious buildings, libraries, nursing homes, or existing firearms businesses. The necessary special permit requires a two-thirds majority of the City Council and gives the council the authority over business hours and signage.

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The new zoning limits firearms businesses to three small areas, including an area along Route 9 in Chestnut Hill. Before the restrictions went into effect, city officials said, firearms businesses could have opened without the council's approval on 777 different land parcels.

Given residents' concerns about gun shops in the city, Albright said zoning restrictions were the appropriate vehicle for exerting more control over firearms businesses. The city had previously used zoning to address public health, welfare and safety concerns related to marijuana and adult literature businesses, she said, "so I knew that zoning was the way to go."

With the zoning restrictions in place, several councillors are pursuing a full ban on firearms businesses in Newton. A proposed ban failed to pass at the council's July 12 meeting, but the council this fall is expected to consider a proposed ban through a different mechanism — by changing the city's general ordinances to prohibit the sale or manufacturing of firearms in Newton. Though the initial zoning restrictions received

broad support, the mayor's office and the city's legal department have expressed concerns that a full ban would expose Newton to legal challenges on Second Amendment grounds.

For other communities contemplating similar measures, Newton officials recommend working closely with municipal counsel to ensure the legality of any proposal. The mayor emphasized the importance of having proactive measures in place and reaching out to important stakeholders, before potential conflicts arise over specific projects.

"Involve the legislative body of your community and residents early in the process," Fuller said, "and communicate with the public often about the steps being taken."

Other communities interested in learning more about Newton's efforts can contact the city's Law and Planning and Development departments.

"We are happy to share what we learned," Fuller said.

The towns of Wellesley, Watertown and Brookline have been holding public discussions about possible new restrictions on firearms-related businesses, and Brookline Town Administrator Mel Kleckner said officials are preparing warrant articles for consideration at its fall Town Meeting.

*Written by [Jennifer Kavanaugh, Associate Editor](#)*



STATEMENT OF CITY SOLICITOR ALISSA GIULIANI, ESQ.  
ZONING & PLANNING COMMITTEE MEETING

May 13, 2021

7:00 P.M.

Good evening Councilors:

Tonight I am joined by Attorneys Maura O’Keefe and Andrew Lee and we are pleased to be with you again as you consider the important zoning amendment before you. I hope information that the Planning and Law Departments have shared with you helps in your decision making. The Law Dept. specifically has fielded questions from many of you individually or from residents and we have updated the Frequently Asked Questions to share some of those answers with the public. One of the questions that we have answered here and in the FAQs is why can’t the City go more restrictive and just ban gun sales all together.

I understand that a number of Councilors have docketed a separate item proposing such a ban on gun shops in the City. Under open meeting law, your deliberations tonight are limited to the docket item before you and the separate item will be the subject of another committee discussion such as this. But I would like to address in general the question of “Why not ban all gun retail in the City and see how the Courts decide the issue?”

As I stated during this Committee’s initial meeting on this item, any act by local government to completely prohibit the sale and purchase of firearms within the City will be challenged and will likely be found unconstitutional. Our office has reviewed the statutes, federal and state case law, and consulted with experts in firearm regulation at both the state and federal level. Based on our research, our legal analysis and guidance from experts, we stand by our conclusion that a complete ban on the sale of guns in Newton would not withstand a legal challenge.

Some have said “But the law is unsettled and we should give it a try.” Our advice against pursuing this in the courts is not just based on the law but on the adverse impacts that a lost battle could very likely bring to bear not just on Newton, but on communities across the country.

If the City decides to fight for a ban, and the City loses - it will create bad law and an unfortunate precedent with wide-ranging impact.

Given the current state of 2nd Amendment jurisprudence in this country, litigation of a local ban on gun sales could set the stage for a legal decision that limits the broad authority that localities now have to regulate business of this nature or, even more broadly, finds that selling guns is indeed a constitutionally protected right. A decision along those lines would put Newton and other cities in the position of having to ensure protections and opportunities for those who sell guns within their borders. The overturning of a ban would also likely result in a greater number of firearm stores within the City as there would be no strict regulation and zoning buffers to fall back on. And with such a decision, it is unlikely the City would enjoy the same authority it has now to enact reasonable restrictions on the sale of guns to protect its citizens from a proliferation of commercial firearms businesses within the community.

Put bluntly, when considering the risks of litigation in the name of fighting the good fight, the real risk here is that the City's ability to regulate gun stores could be diminished, if not removed entirely, and that decision would impact every community in the country.

So what we continue to advise, is that the Council work within the constraints of the law and create reasonable yet stringent restrictions that protect the community. As you have seen, our office has heard the concerns of the City Council and, along with the Planning Department, we have offered a zoning amendment that pushes boundaries of regulation and limited opportunity to the greatest extent defensible without placing the City of Newton in a position that could see these boundaries eradicated by a difficult decision of a higher court.

We look forward to hearing your deliberations on this tonight and we will be listening for questions that we can respond to here or at a later date.

Thank you.

# Commercial Gun Shops

PLANNING ARTICLE H

Advisory Presentation January 19, 2022

# Article H

## Commercial Gun Shops: The Amendment

- Planning is seeking to amend Section 1B DEFINITIONS to add **Commercial Gun Shop – Any commercial establishment engaging in whole or in part in the business of a Gunsmith, or the manufacture, sale, or lease to the public of any Weapon, Machine Gun, Ammunition, Bump Stock, Large Capacity Feeding Device, Stun Gun, or Trigger Crank, as such terms are defined in G.L. .140, § 121.**
- Then, restrict Commercial Gun Shops to the Business Districts and Industrial Districts, allowable by Special Permit
- Then, incorporate the Special Permit in Section 25 Special Permit Granting Authority by adding Section 25.B.7, which sequences Commercial Gun Shops after 25.B.5 Adult Uses and 25.B.6 Registered Marijuana Dispensaries

# Article H

## Commercial Gun Shops: Why?

- In late 2020, Newton – surprised by an application to open a gun shop – asked Wellesley Planning Department if we had an ordinance or Zoning Bylaw to regulate this
  - Answer was NO, our ZBL is silent
  - Commercial Gun Shops therefore could seek licensing anywhere in our commercial districts
  - In response to Newton situation, Wellesley residents voiced concerns
  - Planning began to study banning the use of land for this purpose
    - Consulted with Police Department
    - Benchmarked with nearby municipalities
    - Worked with Town Counsel to draft Motion language



# Article H

## Commercial Gun Shops: Benchmarking

- **QUESTION:** could we ban Commercial Gun Shops outright or would that violate Second Amendment rights? Or, could we restrict to areas where we could oversee, permit & license?
- Best information came from benchmarking:
  - Data point: Approximately 1000 Wellesley residents licensed to own guns
  - NO municipality in Commonwealth bans gun shops
  - A few restrict location of gun shops, including Dedham, Newton
  - Near Wellesley, there are gun shops in: **Natick**, Framingham, Norwood, Dedham, Waltham, Stoughton
  - Near Wellesley, there are firing ranges in: **Weston**, Dorchester, Quincy, Medfield, Burlington, North Attleborough, Dracut, Taunton, Boylston

# Article H

## Commercial Gun Shops: Benchmarking



**ANSWER:** Wellesley ALREADY has in Section 25 SPECIAL PERMIT GRANTING AUTHORITY pathway with protocols that can restrict where and how Commercial Gun Shops might operate

Pathway established when ATM 2014 amended ZBL to restrict where and how Medical Marijuana Dispensaries operate

Commercial Gun Shop in Natick next door to a Pet food and Toy Store

# Article H

## Commercial Gun Shops

### RESULT OF AMENDMENTS

- Restricts the use of Wellesley's land suitable for Commercial Gun Shops to predictable areas
  - Controlled through the Special Permitting Process
  - Licensed through Police Department
- DOES NOT ban ownership, use, or private sale of guns
- DOES NOT ban Commercial Gun Shops
- DOES NOT violate Second Amendment rights
- Adheres to Federal and State laws, rules, and regulations

# Article H

## Commercial Gun Shops: Regulations

### SECTION 25 ESTABLISHED PROTOCOL:

- No Commercial Gun Shop w/o Special Permit
- Regulations
  - Must be > 500 ft from public or private school; Child Care Facility (including family daycare homes, daycare centers, and/or nursery schools); establishments catering primarily to seniors, as determined by the Special Permit Granting Authority
  - Must be in an enclosed building w publically accessible entrance visible from a public way, no drive-through or window sales, not exist in a building that has residential units, have specific hours of operation, no person under 18 allowed on the premises without adult accompaniment

# Article H

## Commercial Gun Shops: Regulations

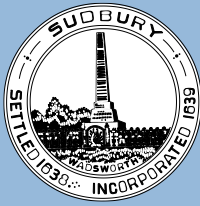
### **ADDITIONAL PROTOCOL:**

- Regulations Continued
  - Signage: Must comply with Section 22A SIGNS
  - Security: Any applicant must provide the Wellesley Police Department, Inspector of Buildings, and Special Permit Granting Authority with management and staff information; no convicted felons don't qualify for employment; trash must be in locked dumpsters; exterior of property must be illuminated; property must be alarmed; a video surveillance system must be installed and maintained
  - Procedure: Special Permit renewed annually; entire ZBL applies; Special Permit Granting Authority must find that operation of business meets Federal and State requirements and that security measures are provided.

# Article H

## Commercial Gun Shops

- Current ZBL is silent w no permitting or regulation: a Commercial Gun Shop could go in any commercial district
- Proposed Amendment will not eliminate Commercial Gun Shops from Wellesley and will not violate laws regarding firearms
- Proposed Amendment will provide reasonable control and regulation of a Commercial Gun Shop seeking to open in Wellesley

**SUDBURY SELECT BOARD**

Tuesday, July 11, 2023

**MISCELLANEOUS (UNTIMED)****11: Minutes review****REQUESTOR SECTION**

Date of request:

Requestor: Chair Dretler

Formal Title: Review and possibly vote to approve the open session minutes of 5/2/22, 5/3/22, 5/4/22, 9/7/22, 5/1/23, 5/2/23, and 6/13/23.

Recommendations/Suggested Motion/Vote: Review and possibly vote to approve the open session minutes of 5/2/22, 5/3/22, 5/4/22, 9/7/22, 5/1/23, 5/2/23, and 6/13/23.

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

07/11/2023 7:00 PM



SUDBURY SELECT BOARD

MONDAY MAY 2, 2022

MEETING PRIOR TO ANNUAL TOWN MEETING

LINCOLN-SUDBURY REGIONAL HIGH SCHOOL, CONFERENCE ROOM “A”

(Meeting can be viewed at [www.sudburytv.org](http://www.sudburytv.org))

Present: Chair Jennifer Roberts, Vice-Chair Janie Dretler, Select Board Member Daniel Carty, Select Board Member Charles Russo, Select Board Member William Schineller, Town Manager Henry Hayes, Town Counsel Lee Smith

The statutory requirements as to notice having been complied with, the meeting was convened at 6:55 PM, in Conference Room “A”, Lincoln-Sudbury Regional High School.

Chair Roberts 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, Russo-present, Schineller-present, Roberts-present.

**Vote to Recess Meeting**

Chair Russo motioned to recess the Select Board meeting at 7:30 PM, and resume at Annual Town Meeting at 7:30 PM. Board Member Kouchakdjian seconded the motion.

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

VOTED: To recess the Select Board meeting at 7:02 PM, and resume at Annual Town Meeting at 7:30 PM in the Auditorium.

# SUDBURY SELECT BOARD

TUESDAY MAY 3, 2022

## MEETING PRIOR TO ANNUAL TOWN MEETING

CONFERENCE ROOM “A”, LINCOLN-SUDBURY REGIONAL HIGH SCHOOL

(Meeting can be viewed at [www.sudburytv.org](http://www.sudburytv.org))

Present: Chair Jennifer Roberts, Vice-Chair Janie Dretler, Select Board Member Daniel Carty, Select Board Member Charles Russo, Select Board Member William Schineller, Town Manager Henry Hayes, Town Counsel Lee Smith

The statutory requirements as to notice having been complied with, the meeting was convened at 6:53 PM, in Conference Room “A”, Lincoln-Sudbury Regional High School.

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

### **Call to Order/Roll Call**

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

### **Opening Comments**

Board Member Russo advised all to be cautious about recent increases in COVID cases throughout Town.

### **Discuss any outstanding Annual Town Meeting Items**

Board Member Carty requested when Article motions are presented during Town Meeting, the Select Board voting results should also be stated in accordance with Town bylaws (Article 2, Section 10). He noted that such inclusion should be brought forth by the Town Meeting Moderator. He specifically mentioned the Select Board minority voting reports associated with the Camp Sewataro Article (3-2).

Chair Roberts offered to read the minority reports for those articles brought forward by the Select Board. Board Members agreed that such minority reports be immediately presented to the Town Moderator before commencing with Town Meeting.

Board Member Schineller motioned that the Town Moderator follow Bylaw Article 2, Section 10. Board Member Carty seconded the motion.

Discussion:

Town Manager Hayes affirmed he would explain to the Town Moderator those articles that require presentation of minority reporting including:

- Article 19 – 3-2 Vote
- Article 22 – 3-2 Vote
- Article 23 – 3-2 Vote

- Article 29 – 3-2 Vote
- Article 32 – 4-1 Vote
- Article 33 – 4-1 Vote
- Article 34 – 2-3 Vote
- Article 42 – 4-0-1 Vote
- Article 46 – 4-1 Vote
- Article 48 – 3-2 Vote
- Article 57 – 0-4-1 Vote
- Article 58 – 3-2 Vote

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

VOTED: That the Town Moderator follow Article 2, Section 10 Bylaw. Board Member Carty seconded the motion.

Vice-Chair Dretler reminded Board Members that texting during Town Meeting could result in Open Meeting Law violations. Chair Roberts agreed.

Board Members discussed the accepted procedure for taking any Town Meeting Article out of order.

#### **Recess Meeting**

Chair Roberts noted that the meeting recessed at 7:14 PM, and would resume at Annual Town Meeting in the Auditorium at 7:30 PM.

SUDBURY SELECT BOARD

WEDNESDAY MAY 4, 2022

MEETING PRIOR TO ANNUAL TOWN MEETING

CONFERENCE ROOM “A”, LINCOLN-SUDBURY REGIONAL HIGH SCHOOL

(Meeting can be viewed at [www.sudburytv.org](http://www.sudburytv.org))

Present: Chair Jennifer Roberts, Vice-Chair Janie Dretler, Select Board Member Daniel Carty, Select Board Member Charles Russo, Select Board Member William Schineller, Town Manager Henry Hayes, Town Counsel Lee Smith

The statutory requirements as to notice having been complied with, the meeting was convened at 6:51 PM, in Conference Room “A”, Lincoln-Sudbury Regional High School.

Chair Roberts 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, Russo-present, Schineller-present, Roberts-present.

**Select Board Remarks**

Board Member Schineller noted that if Town Meeting ends this evening, this would be his last meeting as a Select Board member.

**Discuss any outstanding Annual Town Meeting items**

Attorney Smith stated that as a Citizen’s Petition, the article regarding Liberty Ledge/Sewataro consultant involves a distinction between the legislative branch – Town Meeting, and the Executive Branch being the Select Board and the Town Manager. He added that the Executive Branch did not have to act upon the funding aspect at this time.

**Recess Meeting**

Chair Roberts noted that the meeting ended/recessed at 6:57 PM, and would resume at Annual Town Meeting at 7:30 PM in the Auditorium.

SUDBURY SELECT BOARD  
TOWN MANAGER SEARCH COMMUNITY FORUM

WEDNESDAY, SEPTEMBER 7, 2022

7:00 PM – VIRTUAL MEETING

(Meeting can be viewed at [www.sudburytv.org](http://www.sudburytv.org))

Present: Chair Charles Russo, Vice-Chair Janie Dretler, Select Board Member Daniel Carty, Select Board Member Lisa Kouchakdjian, Select Board Member Jennifer Roberts, Vice-Chair Janie Dretler (arrived at 7:15 PM), Interim Town Manager Maryanne Bilodeau

Also Present: Bernard Lynch, Community Paradigm Associates, LLC

The statutory requirements as to notice having been compiled with, the meeting was convened at 7:03 PM via Zoom.

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, Roberts-present, Kouchakdjian-present, Russo-present, Dretler-present

**Bernard Lynch of Community Paradigm Associates to provide brief opening remarks**

Mr. Lynch noted the Town Manager Search Community Forum was being conducted to elicit community participation with the Town Manager search process. He mentioned the ongoing Town Manager Survey, which would be available until the end of the week.

**Community Comments**

Resident and COD Member Kay Bell, 438 Lancaster Road, mentioned she was interested advancing the spirit of the Town, stating that the community is very involved in this selection process.

Resident Marie Royea, 42 Blacksmith Drive, said she was pleased to be able to participate in this feedback session. She asked if Mr. Lynch's firm represented the last Town Manager search. Mr. Lynch responded in the affirmative, and explained that the Town Manager hiring process had been challenging in the last several years, but is now improving and seeing more qualified candidates.

Board Member Roberts commented that the Select Board had an opportunity to share similar questions with Mr. Lynch and his team. She was interested in hearing what attributes and qualifications the community wanted to see in the next Sudbury Town Manager.

Resident Kay Bell indicated that the next Town Manager should be an open-minded, creative thinker. Ms. Bell stressed that Sudbury is an agricultural suburb, and has many forward-thinking residents.

Resident and Sustainable Sudbury Member, Leslie Lowe, expressed her interest in conservation and keeping the Town beautiful, clean, and healthy. Ms. Lowe expressed her concern about climate change, and hoped the new

Town Manager would have experience in sustainability, and successfully oversee the placement of a sustainability director for the Town.

Resident Pat Brown, 24 Whispering Pine Road, spoke of the incredible amount of time that Town Managers spend in public meetings. She also mentioned that the Town is governed by the Town Manager Act, which grants the Sudbury Town Manager a considerable amount of authority and autonomy. Ms. Brown recommended that a Town Manager candidate must carefully consider the importance of the Town Manager Act in Sudbury, and possess the ability to manage volunteers.

Resident Marie Royea commented that the Town recently acquired a considerable amount of conservation property that is not being utilized; she recommended that the new Town Manager address these properties and move things along. Ms. Royea mentioned the importance of sustainability.

Resident Patricia Brown mentioned the importance of management skills, including the ability to delegate tasks to department heads, while maintaining enough control to avoid burnout.

Ms. Brown commented that tonight's forum was not well-advertised. Mr. Lynch confirmed that there were more residents participating remotely tonight when compared to a similar forum held three years ago.

Resident Kay Bell asked about a Town Manager having a global approach, and thinking outside the Town, which could benefit the Town by obtaining grant funds. Mr. Lynch stressed the importance of this mentioned skillset, adding there were a variety of methods to advance such funding.

Resident Manish Sharma, 77 Colonial Road, emphasized that the Town Manager's job is a 24/7 position, and indicated his desire for a Town Manager with financial expertise. He asked Mr. Lynch if it would be possible to hire a Town Manager who has worked globally for a top management firm. Mr. Lynch commented that most experienced property management executives do not typically seek town management positions. He stressed the Town Manager position also deals with personnel, labor relations, municipal finance, and community engagement.

Resident Kay Bell commented that the new Town Manager must consider inclusion for all those in the town, including those with disabilities.

Resident Len Simon, 40 Meadowbrook Circle, stressed that the next Sudbury Town Manager must have municipal finance experience, be knowledgeable in the essentials of municipal law, understand municipal procedures; and possess five to ten years of related experience. He mentioned the effectiveness and experience of former Sudbury Town Manager Maureen Valente. Mr. Simon stressed the importance of effective employee management. Mr. Simon stated this new town manager hire would be the fourth town manager appointment in eight years, which is problematic.

Resident Jean Nam, 81 Newbridge Road, agreed with many statements made about required Town Manager experience. Ms. Nam commented that a friend of hers informed her about this Forum. She suggested that residents be given another opportunity for feedback. Mr. Lynch stated tonight's meeting was posted a couple of weeks ago, and a related Town Manager survey has been ongoing.

Resident and Finance Committee Member Eric Poch, 28 Ruddock Road, stated that municipal awareness should be a requirement for the Town Manager position. He stressed that Sudbury reflects a mix of "historic tradition

and aggressive activism.” Mr. Poch indicated that sometimes tradition gets in the way, and getting additional funding from the state would be ideal. He stressed that progress has to be well-planned.

Resident Patricia Brown inquired about the profile of those who have taken the survey. Mr. Lynch responded that those submitting a survey (150+ surveyed) were Sudbury residents, and were allowed one survey submission only.

Resident Kevin Lahaise, 145 Horse Pond Road, added that the Town has struggled with taking input from residents in consideration of technical aspects. He stressed the importance of a Town Manager being able to share information with residents in order to facilitate change. Mr. Lahaise advocated for a Town Manager with a certain amount of technical expertise and the ability to understand the needs of residents. Mr. Lynch concurred that communication skills were key components for the Town Manager position; Mr. Lahaise agreed.

Mr. Lynch reminded residents to complete the Town Manager survey, and to reach out to him with any further Town Manager comments and questions.

Chair Russo moved in the words of the motion. Board Member Kouchakdjian moved in the words of the Chair. Board Member Roberts seconded the motion.

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

VOTED: To adjourn the meeting

The meeting was adjourned at 8:24 PM.



## SUDBURY SELECT BOARD

MONDAY MAY 1, 2023

MEETING PRIOR TO ANNUAL TOWN MEETING

LINCOLN-SUDBURY REGIONAL HIGH SCHOOL

CONFERENCE ROOM "A"

(Meeting can be viewed at [www.sudburytv.org](http://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, Town Manager Andrew Sheehan, Town Counsel Lee Smith

The statutory requirements as to notice having been complied with, the meeting was convened at 6:45 PM.

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, Kouchakdjian-present, Russo-present, Roberts-present, Dretler-present

Town Manager Sheehan addressed Town Meeting Article 15 – Fairbank Community Center A/V Equipment and Associated Funding, detailing that the appropriation was reduced to \$100,000 from \$150,000.

Town Manager Sheehan addressed Town Meeting Petition Article 55 – Control of Firearms Zoning, confirming that an anticipated amendment was not submitted. He noted that Town Counsel had prepared a draft opinion, based on the assumption that such an amendment would have been brought forth. Town Manager Sheehan recommended discussion continue at tomorrow's Select Board meeting. Town Counsel Smith agreed.

Town Counsel Smith confirmed that release of the legal opinion did not dictate any particular position regarding Article 55.

Chair Russo motioned to release the legal opinion for Article 55, as drafted by Town Counsel, subject to finalization by Town Counsel; and to be distributed and released by Town Manager Sheehan to anyone requesting the opinion, by no later than 12 Noon on May 2, 2023. Board Member Carty seconded the motion.

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

VOTED: To release the legal opinion for Article 55, as drafted by Town Counsel, subject to finalization by Town Counsel; and to be distributed and released by Town Manager Sheehan to anyone requesting the opinion, by no later than 12 Noon on May 2, 2023

Vice-Chair Dretler noted that additional information had been received regarding Article 14 – Funding of GO Sudbury! Taxi and Uber Transportation Programs for FY24. She detailed that GO Sudbury! State funding had been earmarked in the amount of \$125,000, and suggested the Board consider that aspect if it were to be brought up at tonight's Town Meeting. Board Member Carty added that such State funding had not been finalized, and

that such potential State funding would be used first, before any related free cash allocations would be considered for FY24.

Chair Russo confirmed that any State funding would have to go through State Senate and be approved by the Governor. He added that if such State funding were approved, the Board might consider program options at that time.

Board Member Carty confirmed that if Town allocation were not used, it would revert back to the Town. He confirmed that the \$150,000 proposed allocation would be sufficient, and reiterated that potential State funding should be used first.

Town Manager Sheehan stated a State grant would likely be determined in early July, and would take some time for such granting to be received by the Town. A portion of Article 14 funding could be used as a bridge until potential State funds were available for the GO Sudbury! program.

Chair Russo stated that the Board would be discussing the Sudbury Police Sargent's Contract and Article 55 legal opinion at tomorrow night's Select Board meeting at 6:30 PM prior to Annual Town Meeting.

#### **Vote to Recess Meeting**

Chair Russo motioned to recess the Select Board meeting at 7:30 PM, and resume at Annual Town Meeting at 7:30 PM. Board Member Kouchakdjian seconded the motion.

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

VOTED: To recess the Select Board meeting at 7:01 PM, and resume at Annual Town Meeting at 7:30 PM in the LS Auditorium.

## SUDBURY SELECT BOARD

MONDAY MAY 2, 2023

## MEETING PRIOR TO ANNUAL TOWN MEETING

LINCOLN-SUDBURY REGIONAL HIGH SCHOOL, CONF. ROOM "A"

(Meeting can be viewed at [www.sudburytv.org](http://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, Town Manager Andrew Sheehan, Town Counsel Lee Smith

The statutory requirements as to notice having been complied with, the meeting was convened at 6:30 PM.

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, Kouchakdjian-present, Russo-present, Roberts-present, Dretler-present.

Chair Russo stated there were two topics to be considered at this meeting; The Sudbury Police Sergeants Union Agreement with the Town, which was approved in Executive Session; and Article 55 – Control of Firearms Zoning.

**“Memorandum of Agreement Between the Town of Sudbury and the Sudbury Police Sergeants Union, MCOP Local 370/A”**

Town Manager Sheehan confirmed that the Select Board followed the statute with approving the Agreement on April 25, 2023 and ratifying that decision at this meeting. Town Manager Sheehan noted that the Agreement was consistent with the other settled agreements.

**Article 55 – Control of Firearms Zoning**

Attorney Smith stated that the proposed bylaw would be subject to Attorney General review in consideration if the bylaw would be consistent with the Constitution. He opined that a total ban is likely to be challenged based on the 2<sup>nd</sup> Amendment, and possibly the 14<sup>th</sup> Amendment, which would be difficult to challenge and very costly.

Attorney Smith stressed there were no other MA or national municipality where a total prohibition regarding sale of firearms exists. He confirmed that the Attorney General more recently approved a related zoning amendment in the town of Plainville, which limits sale of guns and shooting ranges in certain districts of that town. He mentioned such bylaws in Brookline, Dedham, Plainville and Newton.

Board Members discussed the process involved with adoption of such a bylaw. Each Member expressed their opinion on the topic.

Chair Russo opined that the proposed bylaw needed further specificity and consideration, before he could be comfortable with endorsement.

Vice-Chair Dretler stated if Article 55 did not pass tonight, she was committed to working on the bylaw as soon as possible.

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

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

VOTED: To support Article 55

The motion failed.

Board Member Roberts distributed a drafted statement regarding the Boards rational for not supporting the Article, as presented. Board members provided edit to the statement. Further Board discussion took place.

**Vote to Recess Meeting**

Chair Russo motioned to recess the Select Board meeting at 7:02 PM, and resume at Annual Town Meeting at 7:30 PM. Board Member Kouchakdjian seconded the motion.

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

VOTED: To recess the Select Board meeting at 7:02 PM, and resume at Annual Town Meeting at 7:30 PM in the Auditorium.

## SUDBURY SELECT BOARD

TUESDAY JUNE 13, 2023

(Meeting can be viewed at [www.sudburytv.org](http://www.sudburytv.org))

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

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

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

### **Call to Order/Roll Call**

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

### **Opening Remarks by Chair Dretler**

- Congratulated the 5<sup>th</sup> graders from the class of 2023 as they enter Middle School in the Fall
- Yesterday (Sunday) Sudbury celebrated Family Pride, Race Amity and Interdependence Day – Senator Eldridge, Ravi Simon (on behalf of Representative Gentile) and Select Board Member Roberts spoke at the event, thanked all sponsoring organizations
- Met Canine Officer Rico at Sudbury Coffee Works, hosted by the Sudbury Police Department; an outreach table was setup outside Sudbury Coffee Works
- She and Vice-Chair Kouchakdjian attended a Senior Luncheon today at the Fairbank Community Center, the theme was Greece
- SPS parking lot at Fairbank has been paved
- Organizing the Select Board agenda for added efficiency; goal is to get back on track with approval of minutes
- Upcoming Select Board meeting topics to discuss/update: Fairbank Community Center, Fire Station, ARPA Funds, firearms bylaw, Town Forum, possible Fall Town Meeting, appointments and reappointments, minutes review and possible Select Board Policy review
- She suggested that people submit any comments regarding a firearm bylaw to Town Manager Sheehan, by June 16, 2023
- All mourning the loss of Maureen Valente, former Sudbury Town Manager and Finance Director for many years; extended condolences to her family, friends and those whose lives she touched

### **Reports from Town Manager**

- Extended condolences to the family of Maureen Valente, who established the Town Manager framework for many in the State and Sudbury
- Water main work will take place at Marlboro Road and Willis Road beginning next Tuesday from 7:30 to 3:00 PM during weekdays; planned to be completed in a week, weather-dependent; additional information on Town website
- Town Offices will be closed on Monday, June 19, 2023 in observance of Juneteenth

### **Reports from Select Board**

#### **Vice-Chair Kouchakdjian**

- Had a great time at the Pride event, and thanked all the organizers of the event
- Great time at Senior Center luncheon today
- Condolences and prayers to Maureen Valente's family, and those who knew her

#### **Board Member Carty**

- Had the pleasure of speaking with Ms. Valente a number of times, and extended sincere condolences to her family
- Working with the Girl Scout Troop 65 on their "Citizen in the Community" merit badge
- Sudbury celebrates Juneteenth again this year
- Another interesting Municipal Update was released by Staff
- He will attend the Sudbury Public Schools, Lincoln-Sudbury Regional High School and Lincoln Public Schools tri-meeting with legislators tomorrow night

#### **Board Member Russo**

- Echoed condolences to Maureen Valente's family; he interacted with her when he was a member of the Conservation Commission, and she was considered a pioneer and role model for many municipal and government officials, male and female
- He enjoyed the Pride Event, and limitation of site was mentioned; larger venues such as the Curtis Middle School are being considered for the next Pride event
- Congratulated graduates of all grades in the Town
- Thanked Police Chief Scot Nix who handed out medals to those in the Top Soccer program
- Sewer Project outreach event held on June 7<sup>th</sup> reflected community involvement, and kudos to Department of Public Works Director Dan Nason for conducting a successful hybrid meeting

#### **Board Member Roberts**

- Extended her sympathies to the Valente family and friends
- Pride event was great and celebrated many different aspects of diversity, including LGBTQ, gay rights, Race Amity Day, disability rights and so much more; she spoke at the event in consideration of her liaison role with the Diversity, Equity and Inclusion Commission

### **Public Comment**

Resident and chair of the BFRT Advisory Committee, John Drobinski, 94 Woodside Road, was on the Select Board when Ms. Valente was Town Manager. He stressed that the hiring of Ms. Valente was one of the best decisions made by Sudbury, and that Ms. Valente was an exemplary public official and cared about people.

Resident Manish Sharma, 77 Colonial Road, extended his sympathy, thoughts and prayers to the family of Ms. Valente. He stated that the Town needed to further engage with Town/State representatives and officials. Mr. Sharma suggested that Sudbury be a community where all look out for each other.

Resident Radha Gargaya, 120 Powder Mill Road, tributed Ms. Valente as being a dedicated official who considered the betterment of the Town. He added that Ms. Valente set very high standards for all, and she will be very much missed.

### **Consent Calendar**

#### **Vote to add Commission on Disability (COD) member Liesje Quinto to the Housing Production Plan Working Group.**

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

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

VOTED: To add COD member Liesje Quinto to the Housing Production Plan Working Group

#### **Vote whether to approve the annual Select Board's re-appointments of those listed (all of which are subject to acceptance).**

Present: Nancy Rubenstein, PBC

Board members discussed various term lengths, as well as partial terms. Town Manager Sheehan stated he would research such term lengths.

Board Member Carty motioned to approve the annual Select Board's re-appointments of those listed on page 6 of the current Select Board packet for all those responding in the affirmative, except for Paul Marotta's appointment to the Council on Aging and Nancy Rubenstein's appointment to the Permanent Building Committee, until the proper length of term for an appointment is confirmed; and to appoint Jeff Rose, Michael Hershberg, and William Ray, as associate members of the Board of Appeals. Vice-Chair Kouchakdjian seconded the motion.

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

VOTED: to approve the annual Select Board's re-appointments of those listed on page 6 of the current Select Board packet for all those responding in the affirmative, except for Paul Marotta's appointment to the Council on Aging and Nancy Rubenstein's appointment to the Permanent Building Committee until the proper length of term for an appointment is confirmed; and to appoint Jeff Rose, Michael Hershberg, and William Ray, as associate members of the Board of Appeals

Board Member Carty confirmed that Nancy Rubenstein and Paul Marotta could continue to serve on their prospect committees. Board Members were in agreement.

#### **Vote to authorize the Town Manager to execute a Charter Transportation Agreement with First Student, Inc. for student transportation services for the period August 15, 2023 through June 30, 2024.**

Board Member Russo stated that expenses associated with such agreement was not presented. He recommended that additional information be provided on such topics going forward. Board Members were in agreement.

Vice-Chair Kouchakdjian motioned to approve consent item #3, as listed on the June 13, 2023 Select Board agenda. Board Member Roberts seconded the motion.



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

VOTED: To authorize the Town Manager to execute a Charter Transportation Agreement with First Student, Inc. for student transportation services for the period August 15, 2023 through June 30, 2024

**Vote to approve the FY24 Contract Extension of the Agreement between the MetroWest Regional Transit Authority and the Town of Sudbury to provide transportation services for elderly and disabled persons through the Council on Aging effective July 1, 2023; and further, to approve future extensions of the contract provided there are no changes in terms of the original contract and funds are available; said extension to be executed by the Town Manager.**

Board Member Russo requested that additional information regarding the base contract amount be provided to the Board. Vice-Chair Kouchakdjian requested a copy of the contract. Chair Dretler requested that such contract be provided to the full Board.

Vice-Chair Kouchakdjian motioned to approve consent item #4, as listed on the June 13, 2023 Select Board agenda. Board Member Russo seconded the motion.

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

VOTED: To approve the FY24 Contract Extension of the Agreement between the MetroWest Regional Transit Authority and the Town of Sudbury to provide transportation services for elderly and disabled persons through the Council on Aging effective July 1, 2023; and further, to approve future extensions of the contract provided there are no changes in terms of the original contract and funds are available; said extension to be executed by the Town Manager

**Vote to dissolve Small Wireless Facility Subcommittee**

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

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

VOTED: To dissolve Small Wireless Facility Subcommittee established by the Select Board on 8/30/22

**Discussion and possible vote on liaison assignments/committee memberships for 2023-2024**

Vice-Chair Kouchakdjian motioned to appoint Janie Dretler as liaison to the Town Moderator and to appoint Lisa Kouchakdjian as liaison to the Sudbury Housing Authority. Board Member Carty seconded the motion.

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

VOTED: To appoint Janie Dretler as liaison to the Town Moderator, and to appoint Lisa Kouchakdjian as liaison to the Sudbury Housing Authority

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

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

VOTED: To approve the Select Board memberships and continue current assignments; designate Select Board Members to community assignments as listed in the Select Board packet.

**Review and vote Select Board Meeting Policy**

Board Members discussed various aspects of the Select Board Meeting Policy.

Board Member Roberts confirmed there was nothing significantly different from the 2020 Meeting policy.

Chair Dretler commented that the updated proposed policy included specificity regarding meeting preparations and related timelines.

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

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

VOTED: To approve the Select Board Meeting Policy, as edited

**Acknowledge and discuss Open Meeting Law complaint against Select Board members dated February 26, 2023, filed by resident Manish Sharma; and review and discuss responses to complaint.**

Town Manager Sheehan confirmed the Attorney General's Office determined that the filing by Mr. Sharma was more of a Select Board complaint and not an open meeting law violation in any way. Chair Dretler stated the complaint was never filed directly with the Select Board or Staff.

Board Members reviewed the letter drafted by Attorney Brian Riley, Town Counsel, to the Attorney General's Office, dated June 7, 2023.

Chair Dretler motioned to accept the letter of response, dated June 7, 2023, as submitted by Town Counsel Brian Riley to Attorney Benedon of the Attorney General's Office. Board Member Carty seconded the motion.

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

VOTED: To accept the letter of response, dated June 7, 2023, as submitted by Town Counsel Brian Riley to Attorney Benedon of the Attorney General's Office

**Review and possibly approve the regular session meeting minutes**

**1/10/23 Minutes**

Vice-Chair Kouchakdjian motioned to approve the 1/10/23 minutes, as edited. Board Member Russo seconded the motion.

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

VOTED: To approve the 1/10/23 minutes, as edited

**2/7/23 Minutes**

Vice-Chair Kouchakdjian motioned to approve the 2/7/23 minutes, as edited. Board Member Russo seconded the motion.

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

VOTED: To approve the 2/7/23 minutes, as edited

#### 2/9/23 Minutes

Vice-Chair Kouchakdjian motioned to approve the 2/9/23 minutes, as edited. Board Member Russo seconded the motion.

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

VOTED: To approve the 2/9/23 minutes, as edited

#### 3/16/23 Minutes

Vice-Chair Kouchakdjian motioned to approve the 3/16/23 minutes, as edited. Board Member Russo seconded the motion.

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

VOTED: To approve the 3/16/23 minutes, as edited

#### 3/21/23 Minutes

Vice-Chair Kouchakdjian motioned to approve the 3/21/23 minutes, as edited. Board Member Russo seconded the motion.

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

VOTED: To approve the 3/21/23 minutes, as edited

#### 4/25/23 Minutes

Vice-Chair Kouchakdjian motioned to approve the 4/25/23 minutes, as edited. Board Member Russo seconded the motion.

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

VOTED: To approve the 4/25/23 minutes, as edited

#### Sewataro Subcommittee Minutes

#### 7/8/21 Minutes

Board Member Carty motioned to approve the 7/8/21 Sewataro Subcommittee Minutes, as presented. Board Member Roberts seconded the motion.

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

VOTED: To approve the 7/8/21 Sewataro Subcommittee Minutes, as presented

8/19/21 Minutes

Board Member Carty motioned to approve the 8/19/21 Sewataro Subcommittee Minutes, as presented. Board Member Roberts seconded the motion.

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

VOTED: To approve the 8/19/21 Sewataro Subcommittee Minutes, as presented

**Review and possibly approve meeting minutes of 1/16/18, 1/29/18, 2/20/18, 4/9/18, and also vote to dissolve the School District Administrative and Structural Options Subcommittee**

Board Member Russo motioned to approve agenda #10, as listed. Vice-Chair Kouchakdjian seconded the motion.

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

VOTED: To approve meeting minutes of 1/16/18, 1/29/18, 2/20/18, 4/9/18

Board Member Carty motioned to dissolve the School District Administrative and Structural Options Subcommittee, with notation that the 4/28/16 minutes were missing. Vice-Chair Kouchakdjian seconded the motion.

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

VOTED: To dissolve the School District Administrative and Structural Options Subcommittee, with notation that the 4/28/16 minutes were missing

**Vote to close open session, and enter executive session to review, approve and possibly release executive session meeting minutes pursuant to G.L. c. 30A, § 21(a)(7) (Purpose 7), citing to the Open Meeting Law, G.L. c. 30A, §§ 22(f), (g), and not return to open session.**

Chair Dretler read in the words of the motion. Board Member Kouchakdjian moved in the words of the Chair. Board Member Roberts seconded the motion.

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

VOTED: To close open session, and enter executive session to review, approve and possibly release executive session meeting minutes pursuant to G.L. c. 30A, § 21(a)(7) (Purpose 7), citing to the Open Meeting Law, G.L. c. 30A, §§ 22(f), (g), and not return to open session.

Open Session ended at 8:46 PM.

**SUDBURY SELECT BOARD**

Tuesday, July 11, 2023

**MISCELLANEOUS (UNTIMED)****12: Summer 2023 Select Board Newsletter Topic Discussion****REQUESTOR SECTION**

Date of request:

Requested by: Leila S. Frank

Formal Title: Discuss topics to be assigned for Summer 2023 - Select Board newsletter.

Recommendations/Suggested Motion/Vote:

Background Information:

List of previous topics attached

Financial impact expected:N/A

Approximate agenda time requested: 10 minutes

Representative(s) expected to attend meeting:

Review:

Select Board Office Pending

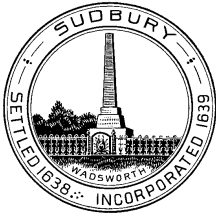
Town Manager's Office Pending

Town Counsel Pending

Select Board Pending

Select Board Pending

07/11/2023 7:00 PM



# Town of Sudbury

Office of Select Board

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

[sbadmin@sudbury.ma.us](mailto:sbadmin@sudbury.ma.us)

Date: July 3, 2023  
To: Select Board  
From: Leila Frank  
Re: **Summer 2023 Select Board Newsletter Topics**

To help facilitate discussion of topics for the upcoming Select Board Newsletter, below is a list of topics from previous editions.

## **SPRING 2023**

Sudbury's New Health Director Vivian Zeng  
Citizen Police Academy  
Commission on Disability - 30 Year Anniversary  
New Sustainability Coordinator Dani Marini-King

## **WINTER 2023**

Introducing Town Manager Andy Sheehan  
Americans with Disabilities Act  
Legislative Priorities 2023-2024  
Annual Town Meeting  
Transportation Committee

## **FALL 2022**

Hiring a New Town Manager for Sudbury  
SudburyTV  
Diversity, Equity and Inclusion Commission  
Sustainability and ADA Transition Plan

## **SUMMER 2022**

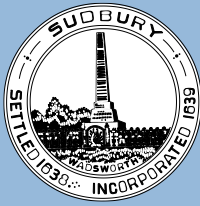
Electronic Voting at Town Meeting  
Vocational Education for Sudbury  
Climate Change & Sustainability Initiatives  
Sudbury Food Pantry  
Important Update: BFRT

## **SPRING 2022**

New Select Board Member Lisa Kouchakdjian

### **SUMMER 2023 NEWSLETTER DEADLINES**

SB Meeting to Discuss Topic Assignments- Tuesday, July 11  
Submission Deadline- Monday, July 31  
SB Meeting Approval- Tuesday, August 15

**SUDBURY SELECT BOARD**

Tuesday, July 11, 2023

**EXECUTIVE SESSION****13: Executive Session to review/approve/release minutes****REQUESTOR SECTION**

Date of request:

Requested by: Patty Golden

Formal Title: Vote to close open session, and enter executive session to review, approve and possibly release executive session meeting minutes pursuant to G.L. c. 30A, § 21(a)(7) (Purpose 7), citing to the Open Meeting Law, G.L. c. 30A, §§ 22(f), (g).

Recommendations/Suggested Motion/Vote: Vote to close open session, and enter executive session to review, approve and possibly release executive session meeting minutes pursuant to G.L. c. 30A, § 21(a)(7) (Purpose 7), citing to the Open Meeting Law, G.L. c. 30A, §§ 22(f), (g).

Background Information:

attached drafts of 3/17/16, 10/11/19, 7/14/20, 7/21/20, 7/28/20, 8/18/20, 8/25/20, 10/6/20, 1/12/21.

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

07/11/2023 7:00 PM



**SUDBURY SELECT BOARD**

Tuesday, July 11, 2023

**EXECUTIVE SESSION****14: Close executive session****REQUESTOR SECTION**

Date of request:

Requested by: Patty Golden

Formal Title: Vote to close executive session and not resume open session.

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

07/11/2023 7:00 PM