

SUDBURY BOARD OF SELECTMEN
TUESDAY MAY 12, 2020
5:30 PM EXECUTIVE SESSION
7:00 PM OPEN SESSION

VIRTUAL MEETING
REVISED AGENDA

Please click the link below to join the virtual Selectmen's Meeting:

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

For audio only, call the number below and enter the meeting ID on your telephone keypad

Call In number: 978-639-3366 or 470 250 9358

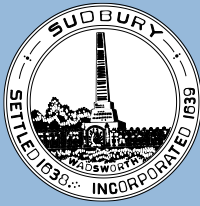
Meeting ID: **360 217 080**

Item #	Time	Action	Item
	5:30 PM		CALL TO ORDER
EXECUTIVE SESSION			
1.		<i>VOTE</i>	Open in regular session and immediately vote to enter Executive Session to consider the purchase, exchange, lease or value of real property if the chair declares that an open meeting may have a detrimental effect on the negotiating position of the public body, pursuant to General Laws chapter 30A, §21(a)(exception 6) with respect to the CSX rail corridor.
2.		<i>VOTE</i>	Also review executive session meeting minutes, pursuant to G.L. c. 30A, § 21(a)(7) "[t]o comply with, or act under the authority of, any general or special law or federal grant-in-aid requirements" ("Purpose 7"), citing to the Open Meeting Law, G.L. c. 30A, §§ 22(f), (g).
3.		<i>VOTE</i>	Vote to close executive session and resume open session.
	7:00 PM		Opening remarks by Chairman
			Reports from Selectmen
			Reports from Town Manager
			Citizen's comments on items not on agenda
MISCELLANEOUS			
4.			Health Director Bill Murphy to provide an update on COVID-19 (15 min).
5.		<i>VOTE</i>	Interview candidate for Council on Aging. Following interview, vote whether to appoint Carmine Gentile, 33 Surrey Lane, to the Council on Aging for a term ending 5/31/23.
6.		<i>VOTE</i>	Interview candidate for Council on Aging. Following interview, vote whether to appoint Peg Espinola, 224 Goodman's Hill Road, to the Council on Aging for a term ending 5/31/22.

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

Item #	Time	Action	Item
7.		<i>VOTE/ SIGN</i>	Discussion and vote whether to modify Annual Town Election polling hours, and possibly sign Annual Town Election Warrant.
8.			Discussion regarding the Park and Recreation Commission financial picture and future plans.
9.		<i>VOTE</i>	Discussion and vote regarding Camp Sewataro Intellectual Property License Agreement
10.		<i>VOTE</i>	Vote not to exercise the Town's first refusal option to purchase certain property described below, classified under Massachusetts General Laws Chapter 61A, pursuant to Notice of Intent to Sell dated March 9, 2020 and received at the Office of the Board of Selectmen on the same date. Said property was conveyed to Seller, Lawrence S. Gray, et ux, by deed dated May 14, 2004 and recorded with Middlesex South District Registry of Deeds in Book 42903, Page 516 and further transferred to the Lawrence S. Gray Revocable Trust on July 11, 2016 in Book 67784, Page 406, according to said Notice.
11.		<i>VOTE</i>	Review Town Meeting articles, possibly take positions on articles, and assign motions and presentations.
12.		<i>VOTE</i>	Discussion and possible vote on updated consent calendar items for Town Meeting warrant articles
13.			Discuss next steps regarding DLS presentation.
14.			Discussion on Board policies
15.		<i>VOTE</i>	Vote to approve advertising openings for the town board/committee positions becoming available in 2020.
16.			Discuss topics to be assigned for the Spring 2020 Board of Selectmen Newsletter.
17.		<i>VOTE</i>	Review regular session minutes of 4/4/20, and possibly vote to approve minutes.
18.			Discussion on the Fairbank Community Center/Town Forum.
19.			Citizen's Comments
20.			Upcoming Agenda Items
CONSENT CALENDAR			
21.		<i>VOTE / SIGN</i>	Vote to sign a proclamation to recognize June 7, 2020 as Class of 2020 Day.

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

**SUDBURY BOARD OF SELECTMEN**

Tuesday, May 12, 2020

EXECUTIVE SESSION**1: Exec session to discuss CSX****REQUESTOR SECTION**

Date of request:

Requested by: Patty Golden

Formal Title: Open in regular session and immediately vote to enter Executive Session to consider the purchase, exchange, lease or value of real property if the chair declares that an open meeting may have a detrimental effect on the negotiating position of the public body, pursuant to General Laws chapter 30A, §21(a)(exception 6) with respect to the CSX rail corridor.

Recommendations/Suggested Motion/Vote: Open in regular session and immediately vote to enter Executive Session to consider the purchase, exchange, lease or value of real property if the chair declares that an open meeting may have a detrimental effect on the negotiating position of the public body, pursuant to General Laws chapter 30A, §21(a)(exception 6) with respect to the CSX rail corridor.

Background Information:

Financial impact expected:

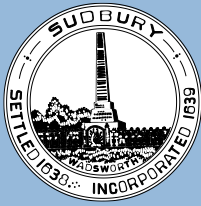
Approximate agenda time requested: 60 minutes

Representative(s) expected to attend meeting: Beth Suedmeyer, Environmental Planner

Review:

Patty Golden	Pending
Henry L Hayes	Pending
Jonathan Silverstein	Pending
Daniel E Carty	Pending
Board of Selectmen	Pending

05/12/2020 5:30 PM

**SUDBURY BOARD OF SELECTMEN**

Tuesday, May 12, 2020

EXECUTIVE SESSION**2: Exec Session to review minutes****REQUESTOR SECTION**

Date of request:

Requested by: Patty Golden

Formal Title: Also to review executive session meeting minutes, pursuant to G.L. c. 30A, § 21(a)(7) “[t]o comply with, or act under the authority of, any general or special law or federal grant-in-aid requirements” (“Purpose 7”), citing to the Open Meeting Law, G.L. c. 30A, §§ 22(f), (g).

Recommendations/Suggested Motion/Vote: Also to review executive session meeting minutes pursuant to G.L. c. 30A, § 21(a)(7) “[t]o comply with, or act under the authority of, any general or special law or federal grant-in-aid requirements” (“Purpose 7”), citing to the Open Meeting Law, G.L. c. 30A, §§ 22(f), (g).

Background Information:

Attached draft executive minutes of 9/25/18 and 10/30/18.

Financial impact expected:

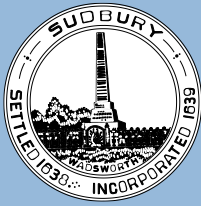
Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

Patty Golden	Pending
Henry L Hayes	Pending
Jonathan Silverstein	Pending
Daniel E Carty	Pending
Board of Selectmen	Pending

05/12/2020 5:30 PM



SUDBURY BOARD OF SELECTMEN

Tuesday, May 12, 2020

EXECUTIVE SESSION**3: Close exec session and resume open session**REQUESTOR SECTION

Date of request:

Requested by: Patty Golden

Formal Title: Vote to close executive session and resume open session.

Recommendations/Suggested Motion/Vote: Vote to close executive session and resume open session.

Background Information:

Financial impact expected:

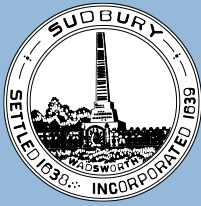
Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

Patty Golden	Pending
Henry L Hayes	Pending
Jonathan Silverstein	Pending
Daniel E Carty	Pending
Board of Selectmen	Pending

05/12/2020 5:30 PM



SUDBURY BOARD OF SELECTMEN

Tuesday, May 12, 2020

4

MISCELLANEOUS (UNTIMED)

4: COVID-19 update

REQUESTOR SECTION

Date of request:

Requestor: Chairman Carty

Formal Title: Health Director Bill Murphy to provide an update on COVID-19 (15 min).

Recommendations/Suggested Motion/Vote: Health Director Bill Murphy to provide an update on COVID-19 (15 min).

Background Information:

Financial impact expected:

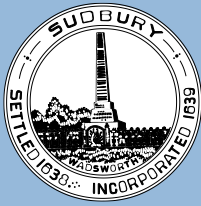
Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

Patty Golden	Pending
Henry L Hayes	Pending
Jonathan Silverstein	Pending
Daniel E Carty	Pending
Board of Selectmen	Pending

05/12/2020 5:30 PM

**SUDBURY BOARD OF SELECTMEN**

Tuesday, May 12, 2020

MISCELLANEOUS (UNTIMED)**5: Interview Candidate for COA - Gentile****REQUESTOR SECTION**

Date of request:

Requestor: Debra Galloway, Senior Center director

Formal Title: Interview candidate for Council on Aging. Following interview, vote whether to appoint Carmine Gentile, 33 Surrey Lane, to the Council on Aging for a term ending 5/31/23.

Recommendations/Suggested Motion/Vote: Interview candidate for Council on Aging. Following interview, vote whether to appoint Carmine Gentile, 33 Surrey Lane, to the Council on Aging for a term ending 5/31/23.

Background Information:

Carmine's application

Financial impact expected:n/a

Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

Patty Golden	Pending
Henry L Hayes	Pending
Jonathan Silverstein	Pending
Daniel E Carty	Pending
Board of Selectmen	Pending

05/12/2020 5:30 PM

TOWN OF SUDBURY
APPLICATION FOR APPOINTMENT TO
COUNCIL ON AGING

BOARD OF SELECTMEN
 278 OLD SUDBURY ROAD
 SUDBURY, MA 01776

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

Name: CARMINE GENTILE

Brief resume of background and experience:
SIX years ON COUNCIL ON AGING, NINE years PLANNING Bd.,
SIXth year Joint Committee on Elder AFFAIRS

Address: 33 SURREY LANE Home phone: [REDACTED]
 Work phone: [REDACTED]

Years lived in Sudbury: 37 E-Mail Address: [REDACTED]

Municipal experience (If applicable):

SEE ABOVE

Educational background:
B.A. TUFTS UNIV. J.D. SUFFOLK UNIV

Employment and/or other pertinent experience:
STATE REPRESENTATIVE

Reason for your interest in serving:
INTERESTED IN HAVING NEEDS OF SENIORS MET.

Times when you would be available (days, evenings, weekends):
FLEXIBLE, WEDNESDAYS OFTEN NOT GOOD.

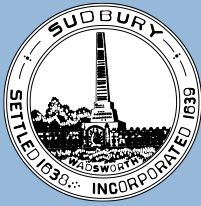
Do you or any member of your family have any business dealings with the Town? If yes, please explain:
MEMBER, SUDBURY HOUSING TRUST, NO BUSINESS
DEALINGS WITH TOWN.

[Signature] 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 as adopted by the Board of Selectmen 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 Carmine Gentile Date MARCH 6, 2020



SUDBURY BOARD OF SELECTMEN

Tuesday, May 12, 2020

MISCELLANEOUS (UNTIMED)**6: Interview Candidate for COA - Espinola**REQUESTOR SECTION

Date of request:

Requestor: Debra Galloway, Senior Center director

Formal Title: Interview candidate for Council on Aging. Following interview, vote whether to appoint Peg Espinola, 224 Goodman's Hill Road, to the Council on Aging for a term ending 5/31/22.

Recommendations/Suggested Motion/Vote: Interview candidate for Council on Aging. Following interview, vote whether to appoint Peg Espinola, 224 Goodman's Hill Road, to the Council on Aging for a term ending 5/31/22.

Background Information:
attached memo from Deb Galloway and Peg's application

Financial impact expected:n/a

Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

Patty Golden	Pending
Henry L Hayes	Pending
Jonathan Silverstein	Pending
Daniel E Carty	Pending
Board of Selectmen	Pending

05/12/2020 5:30 PM

TOWN OF SUDBURY APPLICATION FOR APPOINTMENT

BOARD OF SELECTMEN
278 OLD SUDBURY ROAD
SUDBURY, MA 01776

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

Board or Committee Name: Council on Aging

Name: Margaret "Peg" Espinola

Address: 224 Goodman's Hill Rd. Email Address: [REDACTED]

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

Years lived in Sudbury: from 1969 to the present except for 1974-77 (Knox)

Brief resume of background and pertinent experience: I am a clinical social worker, and have worked both in a family service agency and in group & indiv. private practice, & at Waltham & Newwood Hospitals. In Newwood I ran a geropsych. group. Have had many elderly clients. My MSW studies included a one-year Municipal experience (if applicable): internship in geriatrics. (+) I am old!

Educational background: Committee since 2007. Avoid Town Mtg. after
Governor College, BA in English '51
Eleonora School, MA in International Relations '58

Reason for your interest in serving: Smith Col. Sch. for S.W., 1964
I am finally retired - after 30+ yrs. in Sudbury, it's time to
give back.

Times when you would be available (days, evenings, weekends):
almost any time - I do go away for the odd weekend...

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

I have been a paid performer at the Sr. Center on 3 occasions
(emcee, song writer)

ME (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 Margaret "Peg" Espinola Date 3/18/2020

Attachment 6.a: Peg Espinola_redact (3809 : Interview Candidate for COA - Espinola)



Sudbury Senior Center

Council on Aging

Town of Sudbury, Massachusetts

40 Fairbank Road • Sudbury, Massachusetts • 01776-1681
 Phone: (978) 443-3055 • Fax: (978) 443-6009 • E-mail: senior@sudbury.ma.us

April 8, 2020

Sudbury Board of Selectmen
 Town of Sudbury
 278 Old Sudbury Road
 Sudbury, MA 01776

Dear Selectboard,

The Board of the Sudbury Council on Aging has interviewed candidates for appointment to the Council on Aging to fill two Council on Aging vacancies. At the COA meeting on Tuesday, April 7, 2020, the Council on Aging unanimously voted to recommend Carmine Gentile and Margaret "Peg" Espinola for membership on the Council on Aging. Margaret Espinola will fill a vacancy as soon as appointed. Carmine Gentile will start a new term as of June 1, 2020. Please find both applications enclosed with this letter. We are very happy to recommend Carmine and Peg for appointment to the Sudbury Council on Aging.

Sincerely,

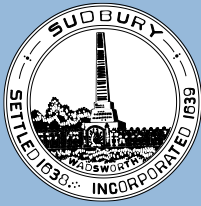
Debra Galloway
 Director, Sudbury Senior Center

for the Sudbury Council on Aging

Attachments: COA Applications for Carmine Gentile and Margaret Espinola

f:\coa board\membership\selectmen letter re board appointee to fill vacancy 2019.doc

Attachment 6.b: selectmen letter re board appointees to fill vacancy 2020 (3809 : Interview Candidate for COA - Espinola)



SUDBURY BOARD OF SELECTMEN

Tuesday, May 12, 2020

7

MISCELLANEOUS (UNTIMED)

7: Annual Town Election - discussion on polling hours

REQUESTOR SECTION

Date of request:

Requestor: Beth Klein

Formal Title: Discussion and vote whether to modify Annual Town Election polling hours.

Recommendations/Suggested Motion/Vote: Discussion and vote whether to modify Annual Town Election polling hours.

Background Information:

Financial impact expected:

Approximate agenda time requested:

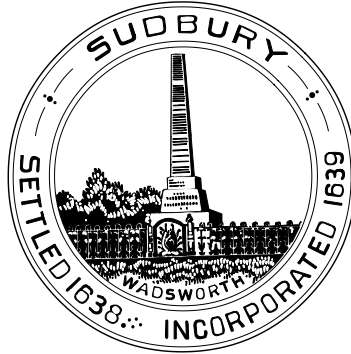
Representative(s) expected to attend meeting: Beth Klein, Town Clerk; Lauren Goldberg, KP Law

Review:

Patty Golden	Pending
Henry L Hayes	Pending
Jonathan Silverstein	Pending
Daniel E Carty	Pending
Board of Selectmen	Pending

05/12/2020 5:30 PM

Town of Sudbury Massachusetts



2020 OFFICIAL WARRANT ANNUAL TOWN ELECTION

Including Regional District School Committee

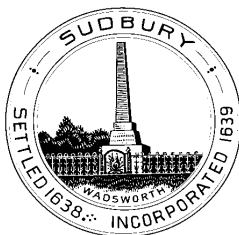
Tuesday, June 23, 2020

Polls Open Noon to 8:00 P.M.

Precincts 1, 1A, 2 & 5 - Fairbank Community Center, 40 Fairbank Road

Precincts 3 & 4 - Sudbury Town Hall, 322 Concord Road

**TOWN OF SUDBURY
ANNUAL TOWN ELECTION
WARRANT**



Commonwealth of Massachusetts
Middlesex, ss.

To the Constable of the Town of Sudbury:

GREETING:

In the name of the Commonwealth of Massachusetts, you are hereby required to notify and warn the inhabitants of the Town of Sudbury, qualified to vote in Town Elections, that voters residing in Precincts 1, 1A, 2 and 5 should meet at the Fairbank Community Center and voters residing in Precincts 3 and 4 should meet at the Town Hall in said Town on Tuesday, June 23, 2020, at noon; then and there to choose by official ballot in accordance with law, one member of the Board of Selectmen, one member of the Board of Assessors, two Goodnow Library Trustees, one member of the Board of Health, one member of the Park and Recreation Commission, one member of the Planning Board, two members of the Sudbury School Committee all for three years and one member of the Planning Board for one year. Included as part of the Annual Town Election will be an election of two members for three years each to the Lincoln-Sudbury Regional District School Committee.

Polls will open at noon and will be closed at eight o'clock in the evening.

And you are required to serve this Warrant by posting an attested copy thereof at the Town Hall at least seven days before the time appointed for such election.

Hereof fail not and make due return of the Warrant by your doing thereon to the Town Clerk, at or before the time of election aforesaid.

Given under our hands this ____ day of _____, 2020.

SELECTMEN OF SUDBURY

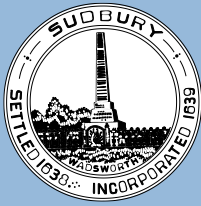
Daniel E. Carty

Patricia A. Brown

Janie W. Dretler

Jennifer Roberts

William J. Schineller

**SUDBURY BOARD OF SELECTMEN**

Tuesday, May 12, 2020

MISCELLANEOUS (UNTIMED)**8: Discussion re: Park & Rec Commission finances****REQUESTOR SECTION**

Date of request:

Requestor: Bobby Beagan, Park and Rec commission chair

Formal Title: Discussion regarding the Park and Recreation Commission financial picture and future plans.

Recommendations/Suggested Motion/Vote: Discussion regarding the Park and Recreation Commission financial picture and future plans.

Background Information:

Attached email from Bobby Beagan, Commission chair

Financial impact expected:

Approximate agenda time requested: 20 minutes

Representative(s) expected to attend meeting:

Review:

Patty Golden	Pending
Henry L Hayes	Pending
Jonathan Silverstein	Pending
Daniel E Carty	Pending
Board of Selectmen	Pending

05/12/2020 5:30 PM

Golden, Patricia

From: Bobby Beagan <bobby.beagan@gmail.com>
Sent: Tuesday, May 5, 2020 5:06 PM
To: Board of Selectmen
Cc: Mannone, Dennis; Park and Rec Commission
Subject: Consideration of the Park & Rec Financial Situation

Select Board,

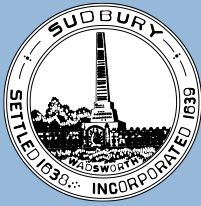
Last evening at our Park & Recreation Commission meeting we discussed the department's current financial situation. We understand that Director Mannone has met with the Town Manager Hayes as well as some other town staff to discuss the situation but the Commission wanted to urge the Select Board to be aware of it as well. With the uncertainty around summer camps it is even more critical that the Board understand the severity of the situation and the need for the town to come up with plans on how to best handle the various scenarios. The Commission is ready to help and provide support in any way that we can.

We would like to be added to the May 12th agenda to discuss the financial picture and future plans, as best we can, with all of the uncertainty.

Sincerely,

Bobby Beagan
Park & Recreation Commission Chair

Attachment8.a: Memo from Park and Rec (3851 : Discussion re: Park & Rec Commission finances)

**SUDBURY BOARD OF SELECTMEN**

Tuesday, May 12, 2020

MISCELLANEOUS (UNTIMED)**9: Camp Sewataro Intellectual Property****REQUESTOR SECTION**

Date of request:

Requestor: Scott Brody, Camp Sewataro Operator

Formal Title: Discussion and vote regarding Camp Sewataro Intellectual Property License Agreement

Recommendations/Suggested Motion/Vote: **MOVED:** That the Board approve the branding image for Camp Sewataro as proposed by Scott Brody, Manager of Camp Sewataro, LLC, such image to be trademarked and included with the intellectual property associated with Camp Sewataro owned by the Town;

MOVED: That the Board approve and authorize the Chair to execute the License Agreement for intellectual property associated with Camp Sewataro in the form presented.

Background Information:

Scott Brody, the camp operator, is requesting the consent of the Board of Selectmen to use a new camp logo. If approved, that logo will become the intellectual property of the Town along with the pre-existing IP.

Attached: Current License Agreement

Financial impact expected:

Approximate agenda time requested:

Representative(s) expected to attend meeting: Lee Smith of KP Law

Review:

Patty Golden	Pending
Henry L Hayes	Pending
Jonathan Silverstein	Pending
Daniel E Carty	Pending
Board of Selectmen	Pending

05/12/2020 5:30 PM

LICENSE AGREEMENT

This **LICENSE AGREEMENT** (this “Agreement”) is made and entered into as of _____, 2020, but effective as of October 28, 2019 (the “Effective Date”), by and between **THE TOWN OF SUDBURY**, acting through its Board of Selectmen, with an address of Flynn Building, 278 Old Sudbury Road, Sudbury, MA 01776 (“Licensor”) and **CAMP SEWATARO, LLC**, a Massachusetts limited liability company, with its principal place of business at 239 Moose Hill Street, Sharon, MA 02067 (“Licensee”).

A. On or about the Effective Date, Licensor purchased that certain property commonly known as 1 Liberty Ledge, Sudbury, Massachusetts (the “Property”), and in connection therewith, Licensor acquired all of the intellectual property of Camp Sewataro, Inc.

B. Licensor and Licensee are parties to that certain Contract for Day Camp Operator and Management of Real Property dated as of September 10, 2019 (the “Operator Agreement”), whereby Licensee has agreed to operate a summer day camp at the Property.

C. Section 8.4 of the Operator Agreement provides that Licensor and Licensee will enter into this Agreement to permit Licensee’s use of the IP in connection with its operation of the Property.

NOW, THEREFORE, for and in consideration of the terms, covenants, conditions and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the parties hereto, and intending to be legally bound hereby, Licensor and Licensee hereby covenant and agree as follows:

1. Grant of License and Scope. Subject to Licensee’s compliance with the terms and conditions of this Agreement, Licensor hereby grants to Licensee an exclusive license to use the intellectual property of the Licensor, including, but not limited to, internet websites, domain names, Licensor’s client lists, names, mailing addresses and lists, marketing, advertising, and promotional lists and materials, registrations of its campers, and documents and materials relating to the operation of the camp by Licensor and the name “Camp Sewataro” and logos and branding images relating thereto for the sole purpose of Licensee’s operation of a camp at the Property during the term of the Operator Agreement (together, the “IP”). No part of such IP may be disclosed (except in the ordinary course of the operation of a camp business at the Property), sublicensed or resold without the prior written consent of Licensor, which Licensor may withhold in its sole discretion. Licensor agrees not to adversely modify, license, sublicense, sell, donate, gift, or otherwise transfer or disclose in any way any of the IP to any party other than the Licensee. In the event of a violation of the preceding sentence, then Licensee shall have all remedies available at law and in equity including the right to damages and specific performance. No title or other rights or privileges other than those expressly set forth in this Agreement are granted to Licensee; there are no implied rights. Licensor shall reasonably cooperate with Licensee in providing Licensee with access to the IP.

2. Maintaining Registration of Intellectual Property. Licensee shall be responsible at its sole cost and expense, for maintaining and taking other actions as shall be required or necessary in order to create, retain, and otherwise preserve all of Licensors right, title, and interest in and to the IP, regardless of form. Licensors shall provide its reasonable assistance and cooperation therefor.
3. Term and Termination. This Agreement shall commence on the Effective Date and shall expire co-terminus with the Operator Agreement. At the end of the term or upon termination of this Agreement, Licensee shall, and shall ensure that its principals and/or employees, promptly return the IP to Licensors in such form as Licensors may reasonably request, together with all copies and abstracts thereof. If Licensee, or any assignee, or other person to whom Licensee has disclosed the IP, fails to promptly return the IP to Licensors, or uses or discloses the IP in violation of this Agreement, then Licensors shall have all remedies available at law and in equity including the right to damages and specific performance.
4. Assignment/Modification. Licensee shall not assign the whole or any part the IP or this Agreement without Licensors prior written consent, which may be granted or withheld in the Licensors sole discretion.

Notwithstanding anything herein to the contrary, Licensee shall be permitted to modify the IP or create, license, register, trademark, copyright and/or use additional intellectual property (the “Additional IP”) to be associated with the “Camp Sewataro” brand with Licensors prior written consent, not to be unreasonably withheld, conditioned or delayed. Licensors agrees to reasonably cooperate with Licensee in the creation, licensing, registration, trademarking or copyrighting of any such Additional IP, and any such Additional IP shall be owned by Licensors and may be used by Licensee pursuant to the terms of this Agreement. Additional IP may be used in substitution of, or in connection with, the IP existing on the Effective Date of this Agreement (the “Existing IP”), and such Additional IP or Existing IP shall be treated as the IP . Licensors hereby consents to the proposed Sewataro trademark as shown on Exhibit A attached hereto.

Licensee shall not take any action that would terminate or otherwise affect the validity of the Existing IP.

5. Notice. Any notice from one party to the other relating to this Agreement or use of the IP shall be in writing and deemed to have been duly given (i) three business days after mailing if sent by U.S. mail, postage prepaid, certified mail, return receipt requested, (ii) on the date of delivery if delivered by hand, or (iii) on the next business day after mailing if sent by nationally recognized overnight carrier (i.e. UPS, FedEx, USPS), by overnight mail, and in each case addressed to the parties at their respective addresses as set forth in the first paragraph of this Agreement, with copies as follows:

To Licensees attorney:

David L. Wiener, Esq.
Anderson & Kreiger LLP
50 Milk Street, 21st Floor

Boston, MA 02109

Email: dwiener@andersonkreiger.com

To Licensor's attorney:

Lee Smith, Esq.

KP | LAW

101 Arch Street, 12th Floor

Boston, MA 02110

Email: lsmith@k-plaw.com

6. Relationship.

- a.* Licensor and Licensee acknowledge that this Agreement shall not create in Licensee any right, title and interest (including copyright and any other intellectual property rights) in and to the IP or any Additional IP other than the license granted hereby, and Licensor hereby reserves all intellectual property rights in the IP and the Additional IP, subject to the terms and conditions of this Agreement.
- b.* Licensor represents and warrants to Licensee that it has all the rights, title, interest, powers and authority necessary to grant the above license for the IP to Licensee. Neither Licensor nor the IP is subject to any liens or charge, claim, limitation, condition, equitable interest, pledge, security interest, easement, encroachment, right of first refusal, adverse claim or restriction of any kind, including any restriction on or transfer or other assignment, as security or otherwise, of or relating to use, quiet enjoyment, transfer, receipt of income or exercise of any other attribute of ownership of the IP.

7. Miscellaneous.

- 7.1 Entire Agreement. This Agreement (i) contains the entire agreement of the parties with respect to the subject matter which it covers; (ii) supersedes all prior or other negotiations, representations, understandings, and agreements of, by, or between the parties, which shall be deemed fully merged herein; and (iii) may not be changed or amended except in writing signed by both parties.
- 7.2 Waiver. No delay or failure by either party to exercise any right under this Agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other right at any time, or from time to time thereafter. The waiver of any breach of any term or condition of this Agreement shall not be deemed to constitute the continuing waiver of the same or any other term or condition.

- 7.3 Governing Law. This Agreement shall be governed by and construed under and in accordance with the laws of The Commonwealth of Massachusetts. By executing this Agreement, each party hereto expressly (i) consents and submits to personal jurisdiction consistent with the previous sentence; (ii) waives to the fullest extent permitted by law any claim or defense that such venue is not proper or convenient; and (iii) consents to service of process in any manner authorized by Massachusetts law. Any final judgment entered in an action brought hereunder shall be conclusive and binding upon the parties hereto.
- 7.4 Counterparts and Electronic Signatures. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same instrument. A signed copy of this Agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement.
- 7.5 Headings. The captions and headings herein are inserted only as a matter of convenience and for reference and in no way define, limit, construe or describe the scope of this Agreement or the meaning or intent of any provision hereof.
- 7.6 Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been included herein.
- 7.7 Authority; Joint and Several Liability. Each individual signing below hereby represents that the party for whom he or she signs has duly authorized him or her to execute this Agreement on behalf of that party. If two or more persons are named herein as Licensee or Licensor, their obligations hereunder shall be joint and several.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement under seal as of the date first above written.

LICENSEE:

CAMP SEWATARO, LLC



By:

Name: Scott D. Brody

Title: Manager

LICENSOR:

TOWN OF SUDBURY

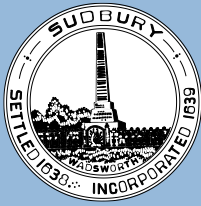
By: _____

Name:

Title:

Attachment 9.a: License Agreement(1095937.1) (3842 : Camp Sewataro Intellectual Property)

EXHIBIT A



SUDBURY BOARD OF SELECTMEN

Tuesday, May 12, 2020

MISCELLANEOUS (UNTIMED)**10: ROFR request CH61A - 3 French Road**REQUESTOR SECTION

Date of request:

Requestor: Beth Suedmeyer, Environmental Planner

Formal Title: VOTE: Not to exercise the Town's first refusal option to purchase certain property described below, classified under Massachusetts General Laws Chapter 61A, pursuant to Notice of Intent to Sell dated March 9, 2020 and received at the Office of the Board of Selectmen on the same date. Said property was conveyed to Seller, Lawrence S. Gray, et ux, by deed dated May 14, 2004 and recorded with Middlesex South District Registry of Deeds in Book 42903, Page 516 and further transferred to the Lawrence S. Gray Revocable Trust on July 11, 2016 in Book 67784, Page 406, according to said Notice.

Recommendations/Suggested Motion/Vote: VOTE: Not to exercise the Town's first refusal option to purchase certain property described below, classified under Massachusetts General Laws Chapter 61A, pursuant to Notice of Intent to Sell dated March 9, 2020 and received at the Office of the Board of Selectmen on the same date. Said property was conveyed to Seller, Lawrence S. Gray, et ux, by deed dated May 14, 2004 and recorded with Middlesex South District Registry of Deeds in Book 42903, Page 516 and further transferred to the Lawrence S. Gray Revocable Trust on July 11, 2016 in Book 67784, Page 406, according to said Notice.

Background Information:
see attached documents

Financial impact expected:

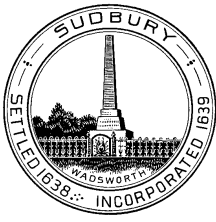
Approximate agenda time requested: 10 minutes

Representative(s) expected to attend meeting: Beth Suedmeyer

Review:

Patty Golden	Pending
Henry L Hayes	Pending
Jonathan Silverstein	Pending
Daniel E Carty	Pending
Board of Selectmen	Pending

05/12/2020 5:30 PM



Town of Sudbury

Planning and Community Development Department

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

<https://sudbury.ma.us/pcd/>

TO: Select Board
FROM: Beth Suedmeyer, Environmental Planner, Planning and Community Development
RE: 3 French Road, Property Right of First Refusal under c. 61A
DATE: May 7, 2020

The Board is considering the Town's option to purchase the above property pursuant to a condition of its enrollment in MGL c. 61A tax program. A Purchase and Sale Agreement (PSA) accompanied the Notice of Intent to Sell, indicating the land will be sold for \$1,350,000 if the Town releases its right to acquire. Board and committee comments indicate a lack of interest in exercising the Town's options.

The parcel, K04-0003, at 3 French Road is situated in the RES-WI zoning district (5-acre minimum lot size) and consists of 9.7 acres of land.

Pursuant to the Notice of Intent to Sell dated March 9, 2020 and accompanying PSA received at the Office of the Board of Selectmen on the same date, the property owner Lawrence S. Gray, Trustee intends to sell the property to Victor S. Ascrizzi and Carol A. Ascrizzi. The property was conveyed to Seller, Lawrence S. Gray, et ux, by deed dated May 14, 2004 and recorded with Middlesex South District Registry of Deeds in Book 42903, Page 516 and further transferred to the Lawrence S. Gray Revocable Trust on July 11, 2016 in Book 67784, Page 406, according to said Notice.

Town Counsel reviewed the Notice of Intent and PSA and indicated it complies with the requirements of Section 14 of Chapter 61A and triggers the Town's right of first refusal, during which it may exercise its purchase option.

The Town Assessor offers the following information:

According to standard practice, it [the lot] is assessed as one prime site, with excess/residual land, otherwise known as an estate lot. In plain terms an estate lot is one in which parcel size appreciably exceeds the required zoning size, yet does not meet size requirements for additional lot potential.

In addition to its size, the property offers a bucolic, esthetically pleasing setting. The Fiscal Year 2020 property tax liability (including Community Preservation Fund 3%) for 3 French Rd. was \$22,605.03. The FY20 property assessment was \$1,191,970. Total rollback taxes due are \$18,270, which represent a five-year tax recapture, per c. 61 requirements.

The current property owner presented the Town with a bona fide offer to purchase which includes a May closing date. The property owner is hoping to move forward with the planned closing date and is anxiously awaiting the Town's decision on the Right of First Refusal.

I have inquired to various boards, committees, department heads and the Sudbury Valley Trustees on the interest for the Town to exercise its option and purchase this property.

Based on these discussions, there is little interest in acquiring the property and no interest in advancing towards acquisition during the current circumstances. The Planning Board, Conservation Commission, and Land Acquisition Review Committee recommended that the Selectmen not act on the Right of First Refusal opportunity. The Board of Assessors took no position on the issue.

The Selectmen under normal circumstances would have until July 7, 2020 to exercise the Town's option to purchase. Given Chapter 56 of the Acts of 2020, "...during and for a period of 90 days after the termination of the governor's March 10, 2020 declaration of a state of emergency, all time periods within which any municipality is required to act, respond, effectuate or exercise an option to purchase shall be suspended."

It is recommended the Board vote to refuse the Right of First Refusal option.

cc: Tammy M. Hornung, Esquire, Seller's Attorney

Lawrence S. Gray, Trustee of the Lawrence S. Gray Revocable Trust
(OWNER)

RE: 3 French Road, Sudbury, MA 01776

Notice of Intent under Chapter 61A

March 9, 2020

Hand Delivered to:

Chairman
Board of Selectman
c/o Town Clerk
Sudbury Town Hall
278 Old Sudbury Road
Sudbury, MA 01776

Board of Assessors
Town of Sudbury
Flynn Building
278 Old Sudbury Road
Sudbury, MA 01776

Planning Board
Town of Sudbury
Flynn Building
278 Old Sudbury Road
Sudbury, MA 01776

Conservation Commission
Department of Public Works
Town of Sudbury
275 Old Lancaster Road
Sudbury, MA 01776

Certified Mail:
Massachusetts State Forester
Department of Conservation and Recreation
355 Boylston Street
Clinton, MA 01510

Exhibit A

NOTICE OF INTENT TO SELL

LAND CLASSIFIED UNDER M.G.L. CHAPTER 61A

Dear Sirs and Madams:

Please accept this letter as a statement of intent to sell made to the Board of Selectman, Board of Assessors, Planning Board and Conservation Commission of the Town of Sudbury, as well as the Massachusetts State Forester, by Lawrence S. Gray, Trustee of the Lawrence S. Gray Revocable Trust, the owner of certain land located in the Town of Sudbury classified as Forest Lands under M.G. L. Chapter 61A, that the Seller intends to sell such land for residential use. Under Chapter 61A, the Town of Sudbury has a Right of First Refusal to said property. The land was conveyed to Seller, Lawrence S. Gray, et ux, by deed dated May 14, 2004 and recorded with Middlesex South Registry of Deeds in Book 42903, Page 516 and further transferred to the Trust on July 11, 2016, in Book 67784, Page 406.

Sellers have agreed to sell the Land to Victor Ascrizzi (Buyer), of 765 Prickly Pear Way, Arroya Grande, CA 93420, under a purchase and sale agreement dated March, 2020, which is attached hereto. The land is to be converted to residential use of a single family dwelling.

The address and telephone number for the Seller, Lawrence S. Gray is 3 French Road, Sudbury, MA 01776, Telephone: 772-321-1435,

The name, address and telephone number for the Sellers' Attorney is as follows:

Tammy M. Hornung, Esquire
Hornung & Scimone, P.C.
5 Commonwealth Road
Natick, MA 01760
Telephone 508-651-1090 ext 12

Attached to this letter, please find the following:

Exhibit A –Notice of Intent to Sell together with a statement of the proposed use of the land;

Exhibit B - Certified copy of Purchase and Sale Agreement;

Exhibit C- Plan showing the location and acreage of the land

Please notify us as soon as possible regarding the Town of Sudbury's Right to Exercise its Right of First Refusal under Chapter 61A.

We look forward to hearing from you as soon as possible.

Signed this 6th day of March, 2020.

Lawrence S. Gray, Trustee of the Lawrence S. Gray Revocable Trust dotloop verified
03/06/20 2:24 PM EST
MTLJ-UVBH-CVJS-BASI

Lawrence S. Gray, Trustee

Exhibit B

TRUE AND ATTESTED COPY OF
THE ORIGINAL BY

Prepared By:
Hornung & Scimone P.C.
5 Commonwealth Rd, 4th Floor
Natick, MA 01760

PURCHASE AND SALE AGREEMENT
(hereinafter referred to as the "Agreement")

Signed this 5th day of March, 2020

1. PARTIES AND
MAILING ADDRESSES

Lawrence S. Gray, Trustee of the Lawrence S. Gray Revocable Trust U/D/T dated March 31, 2016 (as evidenced by Certificate of Trust pursuant to M.G.L. Ch. 184, S. 35 recorded with the Middlesex South Registry of Deeds in Book 67784, Page 402, of 3 French Road, Sudbury, MA 01776, called SELLER or Seller, agrees to SELL and

Victor S. Ascrizzi and Carol A. Ascrizzi, of 765 Prickly Pear Way, Arroyo Grande, CA 93420, hereinafter called the BUYER, Buyer or PURCHASER (SELLER and BUYER sometimes hereinafter collectively referred to as the "Parties"), agrees to BUY, upon the terms hereinafter set forth, the following described premises.

2. DESCRIPTION

The land and all buildings and improvements thereon located at 3 French Road, Sudbury, MA 01776 as further described in a deed duly recorded at the Southern Middlesex County Registry of Deeds, Book 67784, Page 404 (hereinafter referred to as the "Premises").

3. BUILDINGS,
STRUCTURES,
IMPROVEMENTS,
FIXTURES

Included in the sale as a part of said Premises are the buildings, structures, and improvements now thereon, and the fixtures used in connection therewith including, if any, all wall-to-wall carpeting, drapery rods, automatic garage door openers, Venetian blinds, window shades, screens, screen doors, storm windows and doors, awnings, shutters, furnaces, heaters, heating equipment, stoves, ovens, ranges, oil and gas burners and fixtures appurtenant thereto, hot water heaters, plumbing and bathroom fixtures, garbage disposers, electric and other lighting fixtures, mantels, outside television antennas, fences, gates, trees, shrubs, plants, dishwasher, and, BUILT IN air conditioning equipment and ventilators. Specifically including all appliances (wall oven, dishwasher, stovetop, ranges, refrigerator, washer, and dryer) all lighting fixtures, (2) televisions and wall mounts (in living room and sun room), and library bookcases (which said bookcases are left as a matter of convenience for SELLER and have no monetary value).

Excluding all of SELLER's personal property not otherwise included herein.

4. TITLE DEED

Said Premises are to be conveyed by a good and sufficient quitclaim deed running to the BUYER, or to the nominee(s) designated by the BUYER by written notice to the SELLER at least seven (7) days before the deed is to be delivered as herein provided, and said deed shall convey a good and clear record and marketable title thereto, free from encumbrances, except

- (a) Provisions of existing building and zoning laws;
- (b) Intentionally Deleted;
- (c) Such taxes for the then current year as are not due and payable on the date of the delivery of such Deed;
- (d) Any liens for municipal betterments assessed after the date of this Agreement;

(e) Easements, restrictions and reservations of record, if any, so long as the same do not prohibit or materially interfere with the use of said Premises as a single family dwelling.

5. PLANS

If said deed refers to a plan necessary to be recorded therewith the SELLER shall deliver such plan with the deed in form adequate for recording or registration.

6. REGISTERED TITLE

In addition to the foregoing, if the title to said premises is registered, said deed shall be in form sufficient to entitle the BUYER to a Certificate of Title of said premises, and the SELLER shall deliver with said deed all instruments, if any, necessary to enable the BUYER to obtain such Certificate of Title.

7. PURCHASE PRICE

The agreed purchase price for said Premises is One Million Three Hundred Fifty Thousand and 00/100 (\$1,350,000.00) Dollars , of which

\$1,000.00

were paid with the initial Offer to Purchase

\$66,500.00

are to be paid with the signing of this Agreement

\$1,282,500.00

are to be paid at the time of delivery of the deed by attorney IOLTA Check or wire transfer.

\$1,350,000.00 Total

8. TIME FOR
PERFORMANCE;
DELIVERY OF DEED

Such deed is to be delivered at 12 Noon on the 28th day of May, 2020**, or such sooner date as may be mutually agreed upon by the parties in writing, at the office of Kertzman & Weil, LLP (sometimes hereinafter referred to as the "Closing" as the same may be modified pursuant to the terms of this Agreement). It is agreed that time is of the essence of this Agreement. Neither SELLER nor SELLER's attorney shall be required to personally attend Closing but do agree to facilitate delivery of the original deed and other customary closing documents to the Settlement Agent prior to Closing.

** See also Paragraph 55 of this Agreement

9. POSSESSION AND
CONDITION OF
PREMISES

Full possession of said Premises, free of all tenants and occupants, is to be delivered at the time of the delivery of the deed, said Premises to be then (a) in the same condition as they were as of the time of BUYER's home inspection (except as otherwise agreed upon in writing) reasonable use and wear thereof excepted, and (b) not in record violation of said building and zoning laws, and (c) in compliance with provisions of any instrument referred to in Paragraph 4 hereof or otherwise in this Agreement. The BUYER shall be entitled personally to inspect said Premises prior to the delivery of the deed in order to determine whether the condition thereof complies with the terms of this Agreement. At the time for performance the premise shall be broom clean, and free from SELLER's possessions and debris in all areas inside and outside of the Premises, with the SELLER having performed all maintenance customarily undertaken by SELLER between the date of this Agreement and the time for Performance.

10. EXTENSION TO
PERFECT TITLE OR
MAKE PREMISES
CONFORM

If the SELLER shall be unable to give title or to make conveyance, or to deliver possession of the Premises, all as herein stipulated, or if at the time of the delivery of the deed the Premises do not conform with the provisions hereof, then the SELLER shall use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the said Premises conform to the provisions hereof, as the case may be, in which event the SELLER shall give written notice thereof to the BUYER at or before the time for performance hereunder, and thereupon the time for performance hereof shall be extended for a period of up to thirty (30) calendar days, as reasonably needed only.

"Reasonable efforts" as used herein shall not require the expenditure of more than \$6,000.00 by SELLER to cure title, including attorney's fees, but excluding amounts necessary to discharge mortgages, taxes and liens of which SELLER has actual knowledge as of the signing of this Agreement). Any extension pursuant to this Paragraph shall be for as short a period of time as is required to effect such necessary cure to the title or condition of the Premises. SELLER's inability to hire movers or failure to vacate shall not be construed as a valid reason to extend as provided for herein.

11. FAILURE TO
PERFECT TITLE OR
MAKE PREMISES
CONFORM, etc.

If at the expiration of the extended time the SELLER shall have failed so to remove any defects in title, deliver possession, or make the Premises conform, as the case may be, all as herein agreed, or if at any time during the period of this Agreement or any extension thereof, the holder of a mortgage on said Premises shall refuse to permit the insurance proceeds, if any, to be used for such purposes, then any payments made under this Agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this Agreement shall be void without recourse to the parties hereto.

12. BUYER'S
ELECTION TO
ACCEPT TITLE

The BUYER shall have the election, at either the original or any extended time for performance, to accept such title as the SELLER can deliver to the said Premises in their then condition and to pay therefore the purchase price without deduction, in which case the SELLER shall convey such title, except that in the event of such conveyance in accord with the provisions of this clause, if the said Premises shall have been damaged by fire or casualty insured against, then the SELLER shall, unless the SELLER has previously restored the Premises to their former condition, either

(a) pay over or assign to the BUYER, on delivery of the deed, all amounts recovered or recoverable on account of such insurance, less any amounts reasonably expended by the SELLER for any partial restoration, or

(b) if a holder of a mortgage on said Premises shall not permit the insurance proceeds or a part thereof to be used to restore the said Premises to their former condition or to be so paid over or assigned, give to the BUYER a credit against the purchase price, on delivery of the deed, equal to said amounts so recovered or recoverable and retained by the holder of the said mortgage less any amounts reasonably expended by the SELLER for any partial restoration.

13. ACCEPTANCE OF DEED The acceptance and recording of a deed by the BUYER or his nominee as the case may be, shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms hereof, to be performed after or as are stated in this Agreement to survive the delivery of said deed. The deed and other documents required by this Agreement shall be recorded at the time of Closing, but in no event any later than the end of the next business day.
14. USE OF MONEY TO CLEAR TITLE To enable the SELLER to make conveyance as herein provided, the SELLER may, 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, provided that all instruments so procured are recorded simultaneously with the delivery of said deed, except for discharges of institutional mortgages granted by SELLER which are being paid in full from the sale proceeds, which may be recorded within a reasonable time after Closing in accordance with local conveyancing practice.
15. INSURANCE Until the recording of the deed, the SELLER shall maintain insurance on said premises as follows:
- | <i>Type of Insurance</i> | <i>Amount of Coverage</i> |
|--------------------------------|---------------------------|
| (a) Fire and Extended Coverage | \$ as presently insured |
- Risk of loss to remain with the SELLER until recording of the deed.
16. ADJUSTMENTS Real estate taxes for the then current fiscal year, and fuel value (Oil and Propane) shall be apportioned as of the day of performance of this Agreement and the net amount thereof shall be added to or deducted from, as the case may be, the purchase price payable by the BUYER at the time of delivery of the deed.
17. ADJUSTMENT OF UNASSESSED AND ABATED TAXES If the amount of said taxes is not known at the time of the delivery of the deed, they shall be apportioned on the basis of the taxes assessed for the preceding fiscal year, with a reapportionment as soon as the new tax rate and valuation can be ascertained; and, if the taxes which are to be apportioned shall thereafter be reduced by abatement, the amount of such abatement, less the reasonable cost of obtaining the same, shall be apportioned between the parties, provided that neither party shall be obligated to institute or prosecute proceedings for an abatement unless herein otherwise agreed.
18. BROKER'S FEE A Broker's fee for professional services "as agreed" is due from the SELLER to **William Raveis R.E. & Home Services** who shall disburse to **Engel & Volkers**, the Brokers herein, to be paid as agreed only as, if and when the sale is consummated by payment of full purchase price and deed is recorded. By execution of this Agreement, BUYER and SELLER hereby authorize the release of the ALTA Settlement Statement to the Broker(s) named herein.
19. BROKER'S WARRANTY The Brokers named herein warrant that the Brokers are duly licensed as such by the Commonwealth of Massachusetts.

20. DEPOSIT
- All deposits made hereunder shall be held in escrow by **William Raveis R.E. & Home** in a non-interest bearing account as escrow agent subject to the terms of this Agreement and shall be duly accounted for at the time for performance of this Agreement. In the event of any disagreement between the parties, the escrow agent shall retain all deposits made under this Agreement pending instructions mutually given in writing and executed by both the SELLER and the BUYER, or by final order of a Court of competent jurisdiction (after the lapse of any applicable appeal period) or pursuant to final binding decision of mutually entered into arbitration.
21. BUYER'S
DEFAULT; DAMAGES
- If the BUYER shall fail to fulfill the BUYER's agreements herein, all deposits made hereunder by the BUYER shall be retained by the SELLER as liquidated damages and this shall be the SELLER'S sole and exclusive remedy at law and in equity. The SELLERS and the BUYERS hereby agree that the deposit made under this Agreement is a reasonable estimate of the loss the SELLER would incur if the BUYER were to breach this Agreement, including, without limitation, any losses which could result from the SELLER's inability to resell the Premises for the same or different agreed price due to any number of any presently undeterminable factors, whether or not any such losses are actually incurred by the SELLERS.
22. RELEASE BY
HUSBAND OR WIFE
- If married, the SELLER's spouse shall be required to join in said deed and to release and convey all statutory and other rights and interests in said Premises, if any. In the event that SELLER is unmarried, the SELLER shall execute an Affidavit of Marital Status evidencing same.
23. BROKER AS
PARTY
- The Brokers named herein join in this Agreement and become a party herein insofar as any provisions of this agreement expressly apply to the Brokers and to any amendments or modifications of such provisions to which the Brokers agree in writing.
24. LIABILITY OF
TRUSTEE,
SHAREHOLDER,
BENEFICIARY, etc.
- If the SELLER or BUYER executes this agreement in a representative or fiduciary capacity, only the principal or the estate represented shall be bound, and neither the SELLER or BUYER so executing, nor any shareholder or beneficiary of any trust, shall be personally liable for obligation, express or implied, hereunder.
25. WARRANTIES
AND
REPRESENTATIONS
- The BUYER acknowledges that the BUYER has not been influenced to enter into this transaction nor has the BUYER relied upon any warranties or representations made by the SELLER or SELLER's agent not set forth or incorporated in this Agreement. If any warranties or representations were relied upon by the BUYER, they are set forth here or incorporated elsewhere in this Agreement.
26. MORTGAGE
CONTINGENCY
CLAUSE
- Intentionally Deleted.

27. CONSTRUCTION
OF AGREEMENT

This instrument, which may be executed in multiple counterparts, is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and inures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be cancelled, modified or amended only by a written instrument executed by both the SELLER and the BUYER or their respective attorneys. The Parties may rely upon facsimile, emailed or electronically signed copies of such written instruments. If two or more persons are named herein as BUYER their obligations hereunder shall be joint and several. The captions and marginal notes are used only as a matter of convenience and are not to be considered a part of this Agreement or to be used in determining the intent of the parties to it.

28. LEAD PAINT LAW

The parties acknowledge that, under Massachusetts law, whenever a child or children under six years of age resides in any residential Premises in which any paint, plaster or other accessible material contains dangerous levels of lead, the owner of said Premises must remove or cover said paint, plaster or other material so as to make it inaccessible to children under six years of age.

BUYER acknowledges that the SELLER and the Brokers have complied with the requirements of Massachusetts General Laws Chapter 111, as amended, relative to the possible presence of lead paint in the Premises, including the provisions of Section 197A of Chapter 111. BUYER acknowledges having been verbally informed of the possible presence of dangerous levels of lead in the Premises and of the provisions of the Lead Paint Statute, so called (M.G.L. Chapter 111, Sections 190 - 199A), and the regulations promulgated thereunder, and acknowledge receipt from SELLER and/or SELLER's agents, of a Commonwealth of Massachusetts Department of Health Property Transfer Notification Certification, and further acknowledges being informed by SELLER and/or SELLER's agents about the availability of inspections for dangerous levels of lead. BUYER further acknowledges that SELLER has allowed BUYER ten (10) days to conduct inspections to determine whether lead is present on the Premises. BUYER acknowledges that, given the age of the Premises, it is highly likely that they contain lead-based materials. BUYER hereby acknowledges that no representations have been made by the SELLER concerning the presence or absence of lead-based materials other than those set forth in the Property Transfer Notification Certificate. A copy of the Property Transfer Notification Certification was signed by the BUYER at the time of the Offer. The terms of said Certification shall survive the delivery of the Deed hereunder. The provisions of this Paragraph shall survive the Closing and delivery of the Deed hereunder.

29. SMOKE
DETECTORS/
CARBON MONOXIDE
DETECTORS

The SELLER shall, at the time of the delivery of the deed, deliver a certificate from the fire department of the city or town in which said premises are located stating that said premises have been equipped with approved smoke detectors and, under MGL c. 148 §26F1/2, carbon monoxide detectors.

30. ADDITIONAL
PROVISIONS

The initialed riders, if any, attached hereto, are incorporated herein by reference:
- See attached Addendum A and Wire Fraud Notice/Warning Rider.

Attachment 10.b: 3 French Road - Right of First Refusal 200309 (3838 : ROFR request CH61A - 3 French Road)

FOR RESIDENTIAL PROPERTY CONSTRUCTED PRIOR TO 1978, BUYER MUST ALSO HAVE SIGNED
LEAD PAINT "PROPERTY TRANSFER NOTIFICATION CERTIFICATION"

NOTICE: This is a legal document that creates binding obligations. If not understood, consult an attorney.

BUYER(S):

SELLER(S):

DocuSigned by:

Victor Aseniggi
Victor Aseniggi

Lawrence S. Gray, Trustee of the Lawrence S. Gray Revocable Trust
dotloop verified
03/06/20 9:14 AM EST
RL1D-HFBZ-2AZY-GK2T

Lawrence S. Gray, Trustee
of the Lawrence S. Gray Revocable Trust

DocuSigned by:

Carol Aseniggi
Carol Aseniggi

Attachment 10.b: 3 French Road - Right of First Refusal 200309 (3838 : ROFR request CH61A - 3 French Road)

ADDENDUM A

Lawrence S. Gray Revocable Trust to Ascrizzi
3 French Road, Sudbury, MA 01776

This Addendum modifies, amends and changes the Purchase and Sale Agreement and supersedes the same to the extent set forth herein. In the event there are any conflicts between the Purchase and Sale Agreement and this Addendum, this Addendum shall control.

31. The BUYER and SELLER hereby acknowledge that they have been offered the opportunity to seek and confer with qualified legal counsel of their choice prior to signing this Agreement and throughout this transaction.
32. BUYER represents to SELLER the following: BUYER acknowledges that BUYER has been given the opportunity to conduct any and all inspections of the Premises and any and all component parts thereof, desired by the BUYER, including, without limitation, mechanical, structural, utility systems, dimensions and area of the Premises, pest and termite, lead paint, asbestos, radon, and any hazardous chemicals, materials, or substances and any and all appliances and personal property being conveyed with the Premises as provided in this Agreement and BUYER has completed all inspections and accepts the Premises "As Is", as of the time of BUYER's inspection, except as otherwise agreed upon in writing, reasonable wear and tear excepted, and is not relying upon any representations of the SELLER or SELLER's agents as to the character, quality, use, value, quantity or condition of the Premises. Except as expressly set forth in this Agreement, SELLER shall not be responsible for the repair, replacement or modification of any deficiencies, malfunctions or defects in the material, workmanship, mechanical components, equipment, appliances or fixtures of the Premises unless provided for in this Agreement (it being acknowledged that the Premises shall be in the same condition as it was in at the time of BUYER's home inspection, except as otherwise agreed upon in writing, reasonable use and wear thereof excepted. SELLER does not warrant that the existing structure meets any current city, county, state or federal building codes. The provisions of this paragraph shall survive the Closing and delivery of the Deed hereunder. Notwithstanding any other provision of this Agreement, it is agreed that SELLER will make any necessary repairs or replacements to ensure the refrigerator, stovetop, and ovens are in good working order for Closing.
33. The BUYER acknowledges and agrees that the SELLER has made no warranties or representations on which BUYER has relied as to the condition, past, present or future of the Premises, other than may be contained in this Agreement. Any statements made by the SELLER in a realtor's/broker's or inspector's questionnaire, so-called "Seller's Disclosure Statement" or property listing information, if any, are not warranties and do not survive the Closing. The SELLER states that any facts, in such forms, to the extent supplied by the SELLER, are accurate according to the SELLER'S actual knowledge of the statements therein and SELLER makes no representations concerning the accuracy of facts provided by the realtor(s) or broker(s) unless expressly incorporated into this Agreement. The provisions of this Paragraph shall survive the Closing and delivery of the Deed hereunder.
34. The SELLER and BUYER each represent that they have not dealt with any real estate broker in connection with this transaction, nor were they directed to each other as a result of any services or facilities of any real estate broker, except for the brokers set forth in Paragraph 18 of the Purchase and Sale Agreement and BUYER and SELLER agree that each will hold harmless and indemnify the other from any and all claim, loss, damage, costs or, liability and expense including reasonable attorney fees incurred by BUYER or SELLER as a result of the failure of this representation. The provisions of this Paragraph shall survive delivery of the deed.

35. This Agreement supersedes all prior agreements and other understandings between the parties and represents the complete and full agreement of the parties hereto. All prior offers and agreements between the parties with respect to the transaction contemplated hereby and any such prior offers or agreements are null and void.
36. By executing this Agreement, the BUYER and SELLER hereby grant to their attorneys the actual authority to bind them for the sole limited purpose of allowing them to cancel or grant extensions, or modify or amend this Agreement in writing, and the BUYER and SELLER shall be able to rely upon the signatures (including faxed or scanned copies) of said attorneys as binding unless they have actual knowledge that the principals have disclaimed the authority granted herein to bind them.
37. All notices required or to be given hereunder shall be in writing and deemed duly given when placed in the US Mail, postage prepaid, when sent via facsimile or email, delivered (return receipt or facsimile confirmation required) as follows:

If to BUYER:

Amy Reich Weil, Esq.
Kertzman & Weil LLP
40 Grove Street, Suite 280
Wellesley, MA 02482
Phone: 781-237-8701
Fax: 781-237-6361
amy@kertzmanweil.com

If to SELLER:

Tammy M. Hornung, Esq.
Hornung & Scimone, P.C,
5 Commonwealth Road, 4th Floor
Natick, MA 01760
Phone: 508-651-1090
Fax: 508-651-9337
tammy@hornungscimone.com

or to such other address or addresses as may from time to time be designated by either party by written notice to the other.

38. Any title matter or practice arising under or relating to this Agreement which is a subject of a title or practice standard of the Real Estate Bar Association of Massachusetts shall be governed by such standard to the extent applicable.
39. The SELLER agrees to allow the BUYER, his agent or designees to have access to the Premises for the purpose of showing the property to prospective mortgagees and taking measurements. Such access shall only be at reasonable times to SELLER, with reasonable notice, and in the presence of the SELLER or the SELLER's agent and limited to three (3) visits excluding the final walk-through. BUYER agrees to indemnify and hold SELLER harmless for any damages, claims, etc. as a result of BUYER's negligence while on the Premises, so long as same is not the proximate result of SELLER's own willful misconduct or gross negligence.

40. In the event that any deadline or date for performance or providing notice contained herein (including, without limitation, any contingencies or extensions of the time for performance under this Agreement), falls on a Saturday, Sunday or legal holiday, as the case may be, such deadline or other date shall be automatically extended to the immediately following business day.
41. Upon Closing, SELLER shall assign to BUYER (non-recourse to SELLER), if assignable, in SELLER's possession and at no additional cost to SELLER, any and all warranties and/or guarantees, if any, covering any and all systems, fixtures, equipment and appliances in connection with the Premises. SELLER will also provide SELLER's Agent, at Closing, with all keys and garage door openers which will be held in escrow and released to BUYER upon recording of the deed, and SELLER shall leave at the Premises any manuals and other information in SELLER's possession and/or control, if any, regarding the Premises and/or for any systems, fixtures, equipment and appliances used in connection with the Premises. It is understood that SELLER will provide the manuals and other documentation as an accommodation to BUYER, and it is not a condition of Closing.
42. All of SELLER's representations under this Agreement are to the SELLER's actual knowledge, and without conducting any independent investigation or inquiry and are not intended to imply or create any obligation for the SELLER to take additional actions or any further inquiry with regard to any topics contained within this Agreement or elsewhere, including but not limited to, documents, to be executed in conjunction with the Closing. The provisions of this Paragraph shall survive the Closing and delivery of the Deed hereunder.
43. The SELLER represents the following as of the date of this Agreement, to the best of SELLER's actual knowledge and without independent investigation or any duty to conduct the same:
- A. SELLER has the legal right, power and authority to enter into this Agreement and to perform all of its obligations hereunder.
 - B. There are no tenancies, occupancies or licenses in or to the Premises.
 - C. SELLER has not commenced nor has SELLER received written notice of the commencement of any proceeding, which would affect the present zoning classification of the Premises. SELLER will not initiate any such proceedings and will promptly notify BUYER if SELLER receives notice of any such proceeding commenced by third parties.
 - D. There is no written notice, legal suit, order, decree, claim, writ, injunction or judgment relating to violations of any laws ordinances, codes, regulations or other requirements with respect to the Premises in, of or by any court or governmental authority having jurisdiction over the Premises.
 - E. There are no legal suits, actions or proceedings pending or threatened against SELLER materially affecting the Premises or SELLER's right or power to consummate the transaction contemplated by this Agreement before any court or administrative agency or office that will not be removed simultaneously with the delivery of the deed.
 - F. There is no pending SELLER bankruptcy, mortgage foreclosure, requirement for third party approval or other legal proceedings that would inhibit this conveyance.
 - G. The SELLER has received no written notice of eminent domain taking, condemnation, betterment or assessment, actual or proposed, with respect to the Premises, and SELLER has no actual knowledge that any such eminent domain taking, condemnation, betterment or assessment has been proposed or approved.

- H. The SELLER has received no written notice of any violations of any environmental law respecting the Premises and has no knowledge of the existence of any underground fuel or oil storage tanks on the Premises (or that any have been removed from the Premises); and with the exception of ordinary household materials in ordinary household quantities, no hazardous waste or materials have been stored or released at the Premises.
- I. With the exception of the propane tank (which is owned by Osterman), SELLER is the owner of all fixtures and personal property conveyed hereunder and there are no conditional sales or retail installment sale agreements applicable to any such fixtures and personal property conveyed hereunder.
- J. UFFI is not present in the Premises.
- K. SELLER has not been required to obtain/purchase flood insurance for the property.
- L. With respect to any work or improvements completed at the Premises by SELLER, said work or improvements were completed pursuant to a building permit, to the extent required by the Town of Sudbury.
- M. The Premises are serviced by private water.

From and after the date hereof, the SELLER shall give prompt written notice to the BUYER of any written notice actually received by the SELLER, or of the occurrence of any event actually known to the SELLER, which would immediately or with notice or the passage of time, prevent the SELLER from performing the SELLER's obligations hereunder, or constitute a breach of representation. The SELLER shall promptly use reasonable efforts to correct, cure or eliminate any such item, notice or event which would prevent the SELLER from performing its obligation hereunder, and, unless SELLER shall rectify the cause of such material change by the original or extended time for Closing hereunder, BUYER shall have the option of terminating this Agreement by notifying SELLER thereof in writing in which event all deposits made by BUYER shall be forthwith refunded to BUYER and this Agreement shall be null and void and without recourse to the Parties hereto.

- 44. Without limitation of any other provisions of this Agreement, said Premises shall not be considered to be in compliance with the provisions of this Agreement with respect to title unless:
 - (a) All buildings, structures and improvements on the Premises, including, but not limited to, any driveway(s), garage(s), or shed(s), and all means of access to and egress from the Premises shall be wholly within the lot lines of the Premises and shall not encroach upon, over or under any property not within such lot lines or property of any other person or entity except by a valid and recorded easement;
 - (b) No building, structure, improvement, including, but not limited to, any driveway(s), garage(s), or shed(s), way(s) encroaches upon, over or under the Premises from other premises except by a valid and recorded easement;
 - (c) Title to the Premises is insurable, for the benefit of the BUYER, by a title insurance company reasonably acceptable to BUYER, in a fee owner's policy of title insurance, at normal premium rates, on the American Land Title Association form currently in use, subject only to the exceptions permitted under Paragraph Four (4) of this Agreement and those printed exceptions to title normally included in the "jacket" to such form or policy;
 - (d) The Premises abut and have vehicular and pedestrian access to a public way, or private way to which there is access to a public way, duly laid out by the town or city in which the Premises are located and the Premises;

- (e) All improvements located on the Premises have been constructed in accordance with any lot specific covenants or lot specific order of conditions governing same, and if required by said covenants or conditions, a recordable certificate of compliance issued by the Conservation Commission is to be delivered at Closing unless previously recorded in the applicable Registry of Deeds.

It is agreed that in the event of a title matter for which a title insurance company is willing to issue a so-called "clean" policy or provide "affirmative coverage" over a known defect or problem, BUYER may elect to accept same but shall not be required to do so, and shall have the right, at the option of their counsel, to deem title to the Premises unacceptable or unmarketable and to terminate this Agreement.

45. If any errors or omissions are found to have occurred in any calculations or figures in the Closing Disclosure signed by the parties (or would have been included if not for any such error or omission), then upon receipt of reliable back up documentation, such party agrees to make such payment as may be necessary to correct the error or omission. This Paragraph shall survive delivery of the deed for ninety (90) days.
46. The SELLER represents to BUYER that the purchase price herein is sufficient to pay off all of the SELLER's known monetary obligations of record that may affect the sale of the Premises including, but not limited to: mortgages, municipal charges, real estate broker's commissions, document stamp tax and other reasonable and customary expenses of the sale, and that the within transaction is not a so-called "short-sale."
47. The SELLER or SELLER's agent under a written power of attorney agrees to sign and deliver, at the time of performance, such affidavits, documents and certificates as may be required by the BUYER's lender providing the purchase money mortgage funds, its attorney, or BUYER's attorney provided that the same are reasonable and customary for closings of this nature. SELLER shall not be required to sign a so called "survey" affidavit or "owners" affidavit but will execute a standard mechanic's lien affidavit. SELLER shall execute the deed personally. At the option of BUYER, it is agreed that a deed executed under a power of attorney shall not satisfy the title requirements of Paragraph 4 of this Agreement.
48. SELLER warrants and represents that SELLER is not a "foreign person" as defined in Section 1445 of the Internal Revenue Code of 1986, as amended("I.R.C."), and agrees to deliver to BUYER, at or before the Closing, an executed "non-foreign" affidavit in compliance with I.R.C. Section 1445(b)(2) and the regulations thereunder, evidencing the foregoing warranty and representation.
49. This Agreement may not be assigned or recorded by the BUYER without the prior written consent of the SELLER and any recordation by BUYER (including a recording of notice hereof) or purported assignment by BUYER in violation of this Paragraph shall be considered a default by BUYER under this Agreement, whereupon all deposits hereunder shall be paid to the SELLER and shall become the SELLER's property and this Agreement shall terminate without further recourse to the Parties hereto. This provision is not in derogation of the BUYER's rights under Paragraph Four (4) of the Purchase and Sale Agreement to designate a nominee to take title.
50. If this Agreement or any other provisions by way of reference incorporated herein shall contain any term or provision which shall be invalid, then the remainder of the Agreement or other instrument by way of reference incorporated herein, as the case may be, shall not be affected thereby and shall remain valid and in full force and effect to the fullest extent permitted by law.
51. This Agreement, and every term, condition and provision hereof, shall be governed and controlled by mutual, reciprocal, and objective covenants of good faith and fair dealings.

52. The BUYER and SELLER hereby acknowledge that they have been informed that the BUYER's attorney, Kertzman & Weil, LLP., may be asked to provide legal services on behalf of the mortgage lender for the mortgage loan closing, in addition to the representation of the BUYER in this Agreement or transaction, and that the BUYER and SELLER has no objection to and consent to this dual representation.
53. Pursuant to the so-called "Integrated Disclosure Rule" issued by the Federal Consumer Finance Protection Bureau ("CFPB") regulations, lenders/Creditors are required to deliver all final figures and the Closing Disclosure form to the BUYER/Consumer at least three (3) business days prior to the Closing/Consummation. As a result, the Parties and their respective real estate brokers/agents, and/or their respective counsel, agree that they must provide the lender/Creditor's closing agent with all final figures, readings, adjustments and the like as specified in this Agreement (such as water, sewer, real estate taxes, oil in tank, HOA fees, etc.), in a timely manner to enable the Closing to occur on time. If the BUYER's lender/Creditor is required to give the BUYER new disclosures in accordance with the CFPB regulations or any other such regulation which will require extension of the date for the time of performance contained herein, the SELLER hereby agrees to extend said Closing/Consummation date for a period of up to five (5) business days so that the BUYER's lender/Creditor is in compliance with the CFPB, any such other regulation, and the time periods as required thereunder, without prejudice to the BUYER or the BUYER's deposit. No claim, counterclaim or cause of action for any loss or damage resulting from an extension hereunder, shall be initiated or maintained by SELLER against BUYER or by BUYER against SELLER, unless caused by breach of the terms of this paragraph. In the event of such extension, all closing adjustments shall be made as of the original scheduled Closing date, the intention of which is to place the SELLER in the same financial condition as existed on the original Closing date.
54. BUYER acknowledges receipt of the Title 5 Inspection Form dated May 1, 2019 certifying that the system has passed inspection pursuant to the requirements of Title 5, 310 CMR 15.000 et seq., as amended.
55. BUYER's obligation to perform hereunder is expressly contingent upon SELLER providing a waiver of the Town of Framingham's right of first refusal pursuant to M.G.L. Chapter 61A in recordable form (the "Waiver") prior to Closing.

Pursuant to the requirements of MGL 61A, SELLER agrees to provide notice to the Town of Framingham of SELLER's intent to sell within five (5) business days of execution of this Agreement ("SELLER's Notice"). Notwithstanding the date for performance as set forth in Paragraph 8 of this Agreement, it is agreed by BUYER and SELLER that the Closing Date may be extended for up to 120 days from the date of SELLER's Notice, only as reasonably necessary to obtain the Waiver. In the event of such extension, SELLER shall notify BUYER in writing once they have obtained the Waiver and the parties shall close on a mutually acceptable day within a reasonable time thereafter.

In the event the town exercises their right of first refusal, BUYER may terminate this Agreement, whereupon all deposits made by BUYER shall be forthwith refunded to BUYER and all other obligations of the parties hereto shall cease. Additionally, SELLER agrees to reimburse BUYER for BUYER's reasonable out of pocket costs (including BUYER's home inspection fee, lender's appraisal, if any, and will return the two dehumidifiers to BUYER).

NOTICE: This is a legal document that creates binding obligations. If not understood, consult an attorney.

BUYER(S):

SELLER(S):

DocuSigned by:

Victor Asenigzi
Victor Asenigzi

Lawrence S. Gray, Trustee of the Lawrence S. Gray Revocable Trust dotloop verified
03/06/20 9:14 AM EST
6ZTN-1XAO-EQO-CWJB

Lawrence S. Gray, Trustee
of the Lawrence S. Gray Revocable Trust

DocuSigned by:

Carol Asenigzi
Carol Asenigzi

WIRE FRAUD NOTICE/WARNING RIDER

Incidents of wire fraud in residential real estate transactions are both real and very prevalent. Criminal hackers target buyers, sellers, realtors, lenders and attorneys involved in real estate transactions. The consequences can be devastating. The staff at Hornung & Scimone, P.C. is committed to helping protect parties to closing transactions from falling victim to wire fraud.

Fraudulent e-mails typically direct people to wire funds to bank accounts that are actually owned by hackers. The emails may appear to be genuine and contain the senders' company contact information, fonts, logos, emails, etc. They may reference personal information or details about the transaction and mimic the tone of past emails from the person they impersonate. Fraudulent emails typically appear to be from someone you are working with or a business involved with the transaction.

Once a wire has been sent to a criminal hacker, it is extremely difficult or impossible to retrieve the money. **We must all work together to prevent fraud before a wire is sent!**

*****ANY EMAIL THAT ASKS YOU TO WIRE MONEY IS POTENTIALLY FRAUDULENT.*****

ASSUME ALL EMAILS ARE BEING MONITORED BY A HACKER

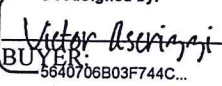
If you receive an email instructing you to wire funds:

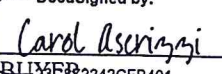
- **Before** wiring funds, call our office at 508-651-1090 or the office of the recipient to verify the wire instructions verbally;
- Do not rely on contact information in emailed instructions. Call us at 508-651-1090 or the office of the recipient directly, using a known and/or reliable number;
- Never send sensitive personal data via unsecured email – this includes bank account numbers, credit card numbers and social security numbers. Always use a secure email, facsimile or telephone to relay sensitive data; and
- Our firm's wiring instructions will be into our **Hornung & Scimone, P.C. IOLTA Account**. If you receive instructions with any variation to this account name, STOP and call our office immediately.


Likewise, our office will use secure methods to verify wire instructions for sale proceeds. If you are a Seller, you can hand-deliver the instructions at closing or use another secure method of delivery. We do not accept wiring instructions via email or fax and require original signed wiring instructions. Hornung & Scimone, P.C. reserves the right, in our sole discretion, to have the sale proceeds delivered via check.

Do not hesitate to call us or any known party to this transaction if you have any question or concern about an email you receive in connection with your pending closing.

The undersigned acknowledge that we have received and read this Rider:

DocuSigned by:

 BUYER 5640706B03F744C... 3/5/2020
 Date

DocuSigned by:

 BUYER 23D312242CFB401... 3/5/2020
 Date


 dotloop verified
 03/06/20 9:14 AM EST
 GWLC-UXGQ-TO25-F5QQ
 SELLER: _____ Date _____
 SELLER: _____ Date _____

REPAIR AGREEMENT
85 JERICHO ROAD, WESTON, MASSACHUSETTS
BY AND BETWEEN
LAWRENCE S. GRAY REVOCABLE TRUST ("SELLER")
AND
VICTOR S. ASCRIZZI AND CAROL A. ASCRIZZI ("BUYER")

Prior to closing, **SELLER**, at **SELLER's** sole cost and expense (except as where otherwise noted below), shall complete the following in a good workmanlike manner and by a fully licensed professional, where applicable, and shall provide written evidence of completion and payment in full:

- (a) On or before April 30, 2020, MCS Environmental to complete mold remediation pursuant to their proposal dated March 1, 2020. On or before May 8, 2020, **BUYER** shall engage PowerBees (or similar company) to complete air quality testing to confirm that remediation was effective and that air quality is safe/within EPA recommended levels. Furthermore, the parties agree as follows:
 - a. Upon notification that remediation is complete, **BUYER**, at **BUYER's** sole cost may install two new dehumidifiers. Buyers agent and listing agent will meet two times per week at mutually convenient times to empty the dehumidifiers. As a condition of the foregoing, and prior to the installation of the dehumidifiers, **BUYER** shall execute a mutually agreeable indemnification and injury release agreement, whereby Buyers will indemnify and hold harmless the Seller from any loss, costs, or injury resulting from **BUYER** installing dehumidifiers in the home prior to closing (to be prepared by **SELLER's** attorney).
 - b. All documentation (including warranties) relative to the remediation will be provided to **BUYERS**; and
 - c. After completion of the air quality testing new R19 insulation will be installed at **SELLER's** cost.
- (b) **SELLER** shall, at **SELLER'S** expense, cause a radon remediation system ("System") to be installed at the Premises by a licensed radon remediation company. After the installation of the System, **BUYER** shall re-test for radon within fourteen (14) days of notice that installation of the System is completed. This Agreement is subject to **BUYER** obtaining radon re-test results below 4.0 picocuries/liter.
- (c) Complete various trim repairs around the exterior of the house (as noted in **BUYER's** inspection report);
- (d) Dryer vent to be reattached;

- (e) Repair tub jets to ensure they're in proper working order for Closing (if tub jets can not be repaired then SELLER shall give BUYER a \$500.00 closing cost credit);
- (f) Ensure refrigerator, stovetop, and ovens are in good working order for Closing. (If the refrigerator is not repaired at Closing, SELLER shall give BUYER a \$1,350.00 closing cost credit).

Executed this 5th day of March, 2020

BUYER(S):

SELLER(S):

DocuSigned by:
Victor Ascrizzi
Victor Ascrizzi

Lawrence S. Gray, Trustee of the Lawrence S. Gray Revocable Trust
dotloop verified
03/06/20 9:13 AM EST
VJ2I-BFFG-GSBZ-YSFD
Lawrence S. Gray, Trustee
of the Lawrence S. Gray Revocable Trust

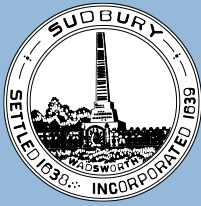
DocuSigned by:
Carol Ascrizzi
Carol Ascrizzi

Attachment 10.b: 3 French Road - Right of First Refusal 200309 (3838 : ROFR request CH61A - 3 French Road)



3 French Rd
Sedbury Ma
Parcel 10 :
MO4-0003
9.698 ac.

"Exhibit C"



SUDBURY BOARD OF SELECTMEN

Tuesday, May 12, 2020

MISCELLANEOUS (UNTIMED)**11: Town Meeting action**REQUESTOR SECTION

Date of request:

Requested by: Patty Golden

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

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

Background Information:
Attached updated articles list.

Also attached information

article #22 - Dutton Road Easement (Dan Nason to discuss);
article #34 - National Development/ Meadow Walk liquor license request
article #53- feedback from Chief Nix/Dan Nason re: petition article from Bruce Porter on
Bicycle Safety

Financial impact expected:

Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

Patty Golden	Pending
Henry L Hayes	Pending
Jonathan Silverstein	Pending
Daniel E Carty	Pending
Board of Selectmen	Pending

05/12/2020 5:30 PM

ATM 2020 Articles

11.a

#	Article Title	Sponsor/ Submitted by	Article Presenter	BOS Position	FinCom Position	Report BOS position at ATM	Funding Source	Requested Amount	Required Vote	Consent Calendar	
	IN MEMORIAM RESOLUTION										
	FINANCE/BUDGET										
1	Hear Reports	BOS			n/a		n/a	n/a	Majority		
2	FY20 Budget Adjustments	BOS			n/a		Free Cash	350,000	Majority		
3	FY21 Budget	Town Mgr			2-4		Various	\$105,664,852	Majority		
4	FY21 Capital Budget	Town Mgr			3-2-1		Free Cash	\$672,076	Majority		
5	FY21 Transfer Station Enterprise Fund Budget	Town Mgr					Enterprise Receipts	\$429,978	Majority		
6	FY21 Pool Enterprise Fund Budget	Town Mgr					Enterprise Receipts	\$473,559	Majority		
7	FY21 Recreation Field Maintenance Enterprise Fund Budget	Town Mgr					Enterprise Receipts	\$253,633	Majority		
8	FY20 Snow & Ice Transfer	Town Mgr					Free Cash	\$115,000	Majority		ESTIMATED
9	Unpaid Bills	Town Accountant					n/a	n/a	Four-fifths		
10	Chapter 90 Highway Funding	DPW Director		5-0 support			n/a	n/a	Majority	X	
11	Stabilization Fund	BOS			8-0		Free Cash	\$40,496	Majority		
12	Goodnow Library Services Revolving Fund (new)	Library Director		5-0 support			n/a	n/a	Majority		
13	FY21 Revolving Fund limits	BOS					n/a	n/a	Majority	X	
14	Capital Stabilization Fund	Town Mgr					Free Cash	\$250,000	Majority		
15	Fund Litigation Costs - Eversource	Town Mgr					Free Cash	\$150,000	Majority		ESTIMATED
16	Post-Employment Health Insurance Trust Funding	Town Mgr					HI Trust Fund	\$211,867	Majority		
17	CSX Corridor	BOS					Debt Excl		Two-thirds if borrowed		
18	Fairbank Community Center Design and Construction Funds	BOS			4-4		Debt Excl	\$28,832,000	Two-thirds if borrowed		
19	WITHDRAWN										

Attachment 11.a: Articles list ATM 2020 05-12-20 Version (3845 : Town Meeting action)

5/8/2020

Page 1

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

Packet Pg. 53

ATM 2020 Articles

11.a

#	Article Title	Sponsor/ Submitted by	Article Presenter	BOS Position	FinCom Position	Report BOS position at ATM	Funding Source	Requested Amount	Required Vote	Consent Calendar	
20	Construction of Housing/Living Addition - Fire Station #2	Fire Chief					Overlay; Fr Cash; sale of old police station	\$4.1M	Two-thirds if borrowed		
	CAPITAL ARTICLES										
21	Purchase Fire Dept. Ambulance	Fire Chief		5-0 support	8-0; CIAC 4-0		RRA	\$340,000	Majority		
22	Dutton Road Bridge Project - Easements	DPW Director							Majority		
23	WITHDRAWN										
24	Front End Loader with Plow	DPW Director		IP	8-0		Free Cash/TS Ent Fund	\$230,000	Majority		
25	Roadway Drainage Improvements	DPW Director			8-0		Free Cash	\$120,000	Majority		
26	Old Sudbury Road Culvert Design	DPW Director			8-0		Free Cash	\$100,000	Majority		
27	Multi-purpose Sidewalk Tractor	DPW Director		IP	8-0		Free Cash	\$195,000	Majority		
28	Dump Truck with Plow	DPW Director			2-4		Free Cash	\$110,000	Majority		
29	One-Ton Dump Truck with Plow, Spreader and Wing	DPW Director			2-4		Free Cash	\$140,000	Majority		
30	6-Wheel Combo Body Dump Truck with Plow and Spreader	DPW Director			2-4		Free Cash	\$260,000	Majority		
31	Sudbury Public Schools Surveillance Cameras	SPS Committee			8-0		Free Cash	\$261,023	Majority		
32	Sudbury Public Schools Playground Improvement	SPS Committee			8-0		Free Cash/grants/old articles	\$333,000	Majority		
33	Sudbury Public Schools Non-resident Tuition Fund	SPS Committee		5-0 support	8-0		n/a	n/a	Majority		
34	Authorize BOS to petition for an additional alcohol pouring license for Meadow Walk development	BOS			n/a		n/a	n/a	Majority		
35	Acceptance of Provisions of the Massachusetts Veterans' Brave Act M.G.L. Chapter 59, Sect. 5, clause twenty-second H	Board of Assessors		5-0 support	8-0		n/a	Annual RE Tax	Majority		
36	Addition of Associate Member to the Historic Districts Commission	HDC		5-0 support	n/a		n/a	n/a	Majority	X	

Attachment 11.a: Articles list ATM 2020 05-12-20 Version (3845 : Town Meeting action)

5/8/2020

Page 2

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

Packet Pg. 54

ATM 2020 Articles

11.a

#	Article Title	Sponsor/ Submitted by	Article Presenter	BOS Position	FinCom Position	Report BOS position at ATM	Funding Source	Requested Amount	Required Vote	Consent Calendar	
37	Amend Zoning Bylaw, Article IX: Remove Section 4800. Temporary Moratorium on Marijuana Establishments and insert Section 4800. Solar Energy Systems	Planning Board			n/a		n/a	n/a	Two-thirds		
38	Amend Zoning Bylaw, Article IX: Insert Section 5600. Inclusion of Affordable Housing	Planning Board			n/a		n/a	n/a	Two-thirds		
	CONSERVATION COMMISSION ARTICLES										
39	Exchange of Real Property - Brimstone lane parcels	ConComm					n/a	n/a	Two-thirds		
40	Transfer Care & Custody of Town-Owned Water Row parcel to Conservation Commission (H11-401)	ConComm		5-0 support			n/a	n/a	two-thirds		
41	Transfer Care & Custody of Town-Owned Water Row parcel to Conservation Commission (H11-305)	ConComm		5-0 support			n/a	n/a	two-thirds		
	CPC ARTICLES										
42	Community Preservation Fund - Historic Resource Inventory Survey	CPC		5-0 support			CPA Receipts	\$30,000	Majority		
43	Community Preservation Fund - Removal of Invasive Species from King Philip Woods	CPC		5-0 support			CPA Receipts	\$47,000	Majority		
44	Community Preservation Fund - Design of Wayside Inn Road Bridge over Hop Brook	CPC		5-0 support			CPA Receipts	\$125,000	Majority		
45	Community Preservation Fund - Remediation of Water Chesnuts from Hop Brook Pond System	CPC		5-0 support			CPA Receipts	\$180,000	Majority		
46	Community Preservation Fund - Sudbury Housing Authority Acquisition, Creation, Preservation, and support of Affordable Rental Housing	CPC		5-0 support			CPA Receipts	\$259,000	Majority		
47	Community Preservation Fund - Regional Housing Services Office (RHSO) membership fee	CPC		5-0 support			CPA Receipts	\$30,000	Majority		

Attachment 11.a: Articles list ATM 2020 05-12-20 Version (3845 : Town Meeting action)

5/8/2020

Page 3

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

Packet Pg. 55

ATM 2020 Articles

11.a

#	Article Title	Sponsor/ Submitted by	Article Presenter	BOS Position	FinCom Position	Report BOS position at ATM	Funding Source	Requested Amount	Required Vote	Consent Calendar	
48	Community Preservation Fund - Library Historic Room Conversion	CPC		5-0 support			CPA Receipts	\$150,000	Majority		
49	Community Preservation Fund - Reversion of Funds	CPC		5-0 support				\$46,333	Majority		
50	Community Preservation Fund - General Budget and Appropriations	CPC		5-0 support			CPA Receipts	\$2.59M	Majority		
	PETITION ARTICLES										
51	Acquire ¼ mile of CSX Corridor (Station Rd to Rt 20)	Simon						300,000	Two-thirds. If borrowed		
52	Expedite completion of BFRT	Simon					n/a	n/a	Majority		
53	Bicycle safety road signs	Porter		3-2 support			n/a	n/a	Majority		
54	Cost/benefit study on burying overhead utility lines	Pathak					n/a	n/a	Majority		
55	Polystyrene reduction	LS students		4-1 support			BOH supports	n/a	Majority		
56	Checkout bag charge	LS students		4-1 support			BOH supports	n/a	Majority		
57	Disposable plastic pollution reduction bylaw (straws & stirrers)	LS students		4-1 support			BOH supports	n/a	Majority		

Attachment 11.a: Articles list ATM 2020 05-12-20 Version (3845 : Town Meeting action)

5/8/2020

Page 4

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

Packet Pg. 56

Golden, Patricia

From: Hayes, Henry
Sent: Tuesday, April 21, 2020 7:04 PM
To: Golden, Patricia
Subject: Fwd: Dutton Road Bridge Easement - SB Agenda Request
Attachments: image002.jpg; ATT00001.htm; image004.jpg; ATT00002.htm; Easement Plan 04-16-2020.pdf; ATT00003.htm; BOS Agenda Request for easements.doc; ATT00004.htm

Info

—Henry

Respectfully,
 Henry Hayes
 Sudbury Town Manager

Begin forwarded message:

From: "Nason, Dan" <NasonD@sudbury.ma.us>
Date: April 21, 2020 at 6:12:00 PM EDT
To: "Hayes, Henry" <HayesH@sudbury.ma.us>, "Jones, Elaine" <JonesE@sudbury.ma.us>
Subject: Dutton Road Bridge Easement - SB Agenda Request

Henry and Elaine,

Attached is a SB agenda request for the Dutton Road Bridge Easements. Also attached is a plan showing these easements for discussion purposes. I am attempting to obtain a better visual aid from the surveyor/engineers to present for more clarity on the night of the meeting. I will forward if I receive in time. I will attend the meeting regardless to present and answer questions if needed.

Regards,
 Dan Nason, Director
Sudbury Public Works Department
275 Old Lancaster Road
Sudbury, MA 01776
 t: 978.440.5490 f: 978.440.5404
 e: nasond@sudbury.ma.us

Attachment11.b: Nason_email_dutton easement (3845 : Town Meeting action)

AGENDA REQUEST - Item #x

BOARD OF SELECTMEN

Requestor's Section:

Date of request: 4/21/2020

Requestor: Dan Nason, Public Works Director

Action requested (Who, what, when, where and why): See vote

Financial impact expected: N/A

Background information (if applicable, please attach if necessary):

The Dutton Road Bridge replacement project (May 7, 2018 ATM Article 24) requires both temporary and permanent construction easements in order to satisfy the design as dictated through environmental and structural permitting. The temporary easements include areas temporarily disturbed by construction on abutting properties while the permanent easements are required where the footings, wing walls and superstructure encroach on abutting properties. These are necessary easements in order to construct the bridge and associated work.

Recommendations/Suggested Motion/Vote:

Person(s) expected to represent Requestor at Selectmen's Meeting: Dan Nason, Public Works Director

Selectmen's Office Section:

Date of Selectmen's Meeting: 4/28/2020

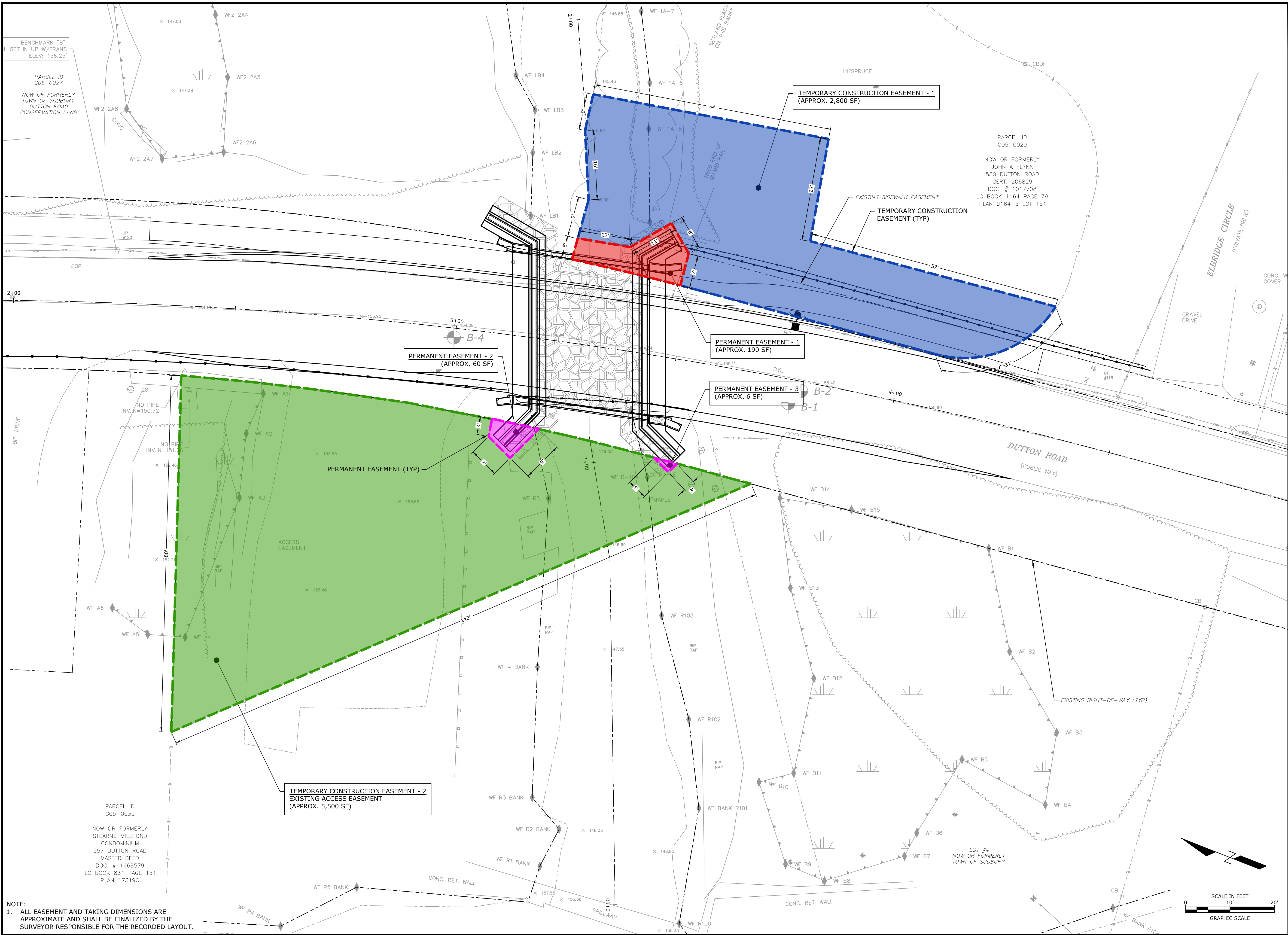
Board's action taken:

Follow-up actions required by the Board of Selectmen or Requestor:

Future Agenda date (if applicable):

Town Counsel approval needed? Yes () No (x)

Attachment 11.b: Nason_email_dutton easement (3845 : Town Meeting action)



CONCEPTUAL PLANS
NOT FOR
CONSTRUCTION

Dutton Road Bridge Replacement

Town of
Sudbury

Sudbury,
Massachusetts

MassDOT Bridge No.
S-31011, BIN 7QD

MARK	DATE	DESCRIPTION
PROJECT NO:	S5013-002	
DATE:	April 23, 2020	
FILE:	S5013-002-C-DSGN.DWG	
DRAWN BY:	AGB	
CHECKED:		
APPROVED:		

RIGHT-OF-WAY &
EASEMENT PLAN

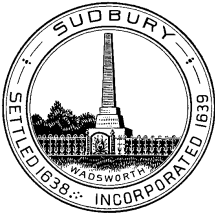
SCALE: AS SHOWN

ROW-1

ARTICLE _34_ Authorize Board of Selectmen to Petition for an Additional Alcohol Pouring License for Meadow Walk Development

To see if the Town will vote to authorize the Board of Selectmen to petition the General Court to adopt legislation allowing for the Town to grant one (1) additional license for the sale of all alcoholic beverages to be drunk on the premises to the holder of a common victualler license for a sit-down restaurant located within the development known as Meadow Walk, 534 Boston Post Road, in Buildings 2,3,4 or 5, within the "Mixed-Use Overlay District" as more particularly shown on a plan on file with the town clerk; provided, however, that the General Court may make clerical or editorial changes of form only to the bill, unless the Board of Selectmen approve amendments to the bill before enactment by the General Court; and, provided further that the Board of Selectmen is hereby authorized to approve amendments which shall be within the scope of the general public objectives of this petition, or take any other action related thereto.

Attachment11.d: warrant_article_re_Meadow_Walk_-_alc_license_special_act_ (3845 : Town Meeting action)



Town of Sudbury

CONSERVATION

275 Old Lancaster Rd.
Sudbury, MA 01776
Tel: 978-440-5471
Email: caponel@sudbury.ma.us

Wetlands • Conservation Land Management • Land Protection • Stormwater

To: Conservation Commission
From: Lori Capone, Conservation Coordinator
Date: May 4, 2020
Re: Report for May 5, 2020 Conservation Commission Meeting

New Wetland Applications:

1. **Request for Determination of Applicability: 14 Firecut Lane:**

Applicant: Debbie Dineen

Representative: Mike DiModica

Project Description: To replace a septic system within the 200-foot Riverfront Area pursuant to the Wetlands Protection Act and the Sudbury Wetlands Administrative Bylaw.



Resource Area: Work is located in the outer riparian zone to a perennial stream that is a tributary to Stearns Mill Pond. Work is located mostly in an area of existing lawn, with a portion of the area currently vegetated with raspberry. The system is proposed as far as possible from the resource area. The work area is generally flat. The site slopes steeply down towards the river. The site also slopes down towards Firecut Lane.



Location of stream with associated BVW, well down gradient of project site with vegetated buffer.

View from top of slope towards resource area



Proposed Work: The system is proposed 135 feet from the Mean Annual High Water Mark of the stream and is an additional 45 feet from the stream than existing conditions. There are 3 small pines in the front (all less than 6 inch in diameter) and one 20-inch pine in the back by the fence that need to be removed for access for equipment. There is no change in grading or enlargement of the system proposed. Disturbed areas will be loamed and seeded following construction.



No erosion controls are not being proposed. Because the rear of the lot is flat, I concur that erosion controls are not necessary to contain any potential erosion from the work area. The access into the site, however, is steep and will be disturbed by machinery and trucks entering and existing the site. As this area slopes towards the road, I asked that silt sacks be installed at the downgradient catch basins to prevent any soil that may be tracked into the roadway, from being carried to the resource area.



View of access towards Firecut Road



View of access into site from Firecut Road

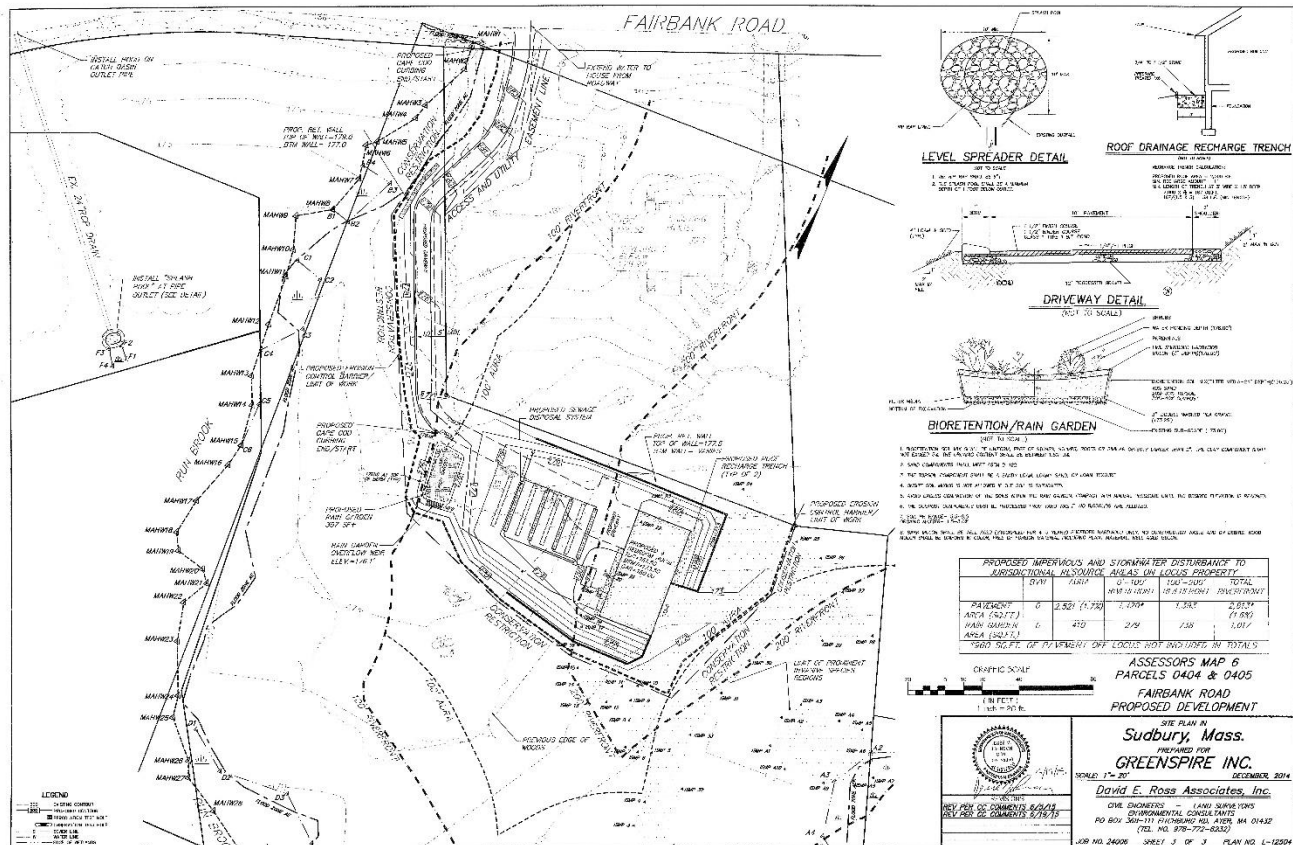
Mitigation: The area of raspberry that will be removed to install the septic system will be reseeded with a native grass mix. Areas of existing lawn will be loamed and seeded with grass. As the access area is neither raspberry, nor lawn, the applicant should identify what this area will be stabilized with following construction.

Recommendation: Issue a Negative Determination of Applicability approving the project the following conditions:

- 1) Following installation of silt sacks in the down gradient catch basins but prior to commencement of work, a pre-construction shall be held on site with the contractor and the Conservation Coordinator.
- 2) Following stabilization of disturbed areas, the applicant shall submit a letter confirming the project was conducted in accordance with this Determination.

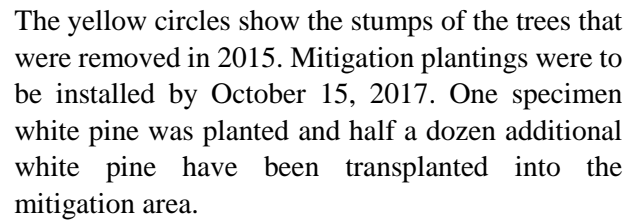
Extension Request:

2. **Greenspire Inc.: Lot 4 and 5 Fairbank Road, DEP File 301-1149:** This Order was issued in 2015 for the construction of a single family house. The Commission granted a one-year Extension in 2018 and a second one-year Extension in 2019. Site clearing commenced in 2019 but construction has not commenced as the developer is still looking for a buyer. Beth and Kevin Cosgrove will be present to request an additional year Extension on this Order. The Conservation Restriction that was required as part of this development has been executed.



3. **Chris Morley: 321 Old Lancaster Road, DEP File 301-1208:**

An Enforcement Order was issued on January 7, 2016 for clearing of trees and vegetation within 100 feet of bordering vegetated wetlands. The EO required a Notice of Intent be filed with a plan to restore the values and functions lost from the three trees that were removed. A Notice of Intent was submitted in March 2017 for the completion of a partially constructed a stone wall and installation of mitigation plantings.





Work to be completed:

Completion of the remaining 70 linear feet of retaining wall, located outside buffer zone, but access may be needed from the gravel driveway within buffer zone. Work also includes replanting the hillside downgradient of the retaining wall, following construction. The approved planting plan for the hillside included juniper and ginger, and a native seed mix. Honeysuckle, multi-flora rose, burning bush, and bittersweet on the hillside will be removed.



Recommendation: Given the project scope and regulation governing this project have not changed, I recommend issuing a 1-year Extension to the Order of Conditions.

Certificates of Compliance:

4. **27 Hopestill Brown Road, 301-467:** This is an outstanding Order from 1995 for the construction of an addition. The project was constructed in accordance with the approved plans and Order of Conditions. I recommend issuance of a Certificate of Compliance to close out this project.
5. **30 Meadow Drive, 301-1098:** This Order is from 2013 for the construction of a porch and deck over an existing lawn area and the expansion of lawn within the outer Riverfront Area. The project was constructed per plan and mitigation in the form of invasive species removal and removal of lawn has been provided. I recommend issuance of a Certificate of Compliance to close out this project.

Order of Conditions Modification:

6. **Nerssessian: 555 Dutton Road, DEP #301-1270:** This filing was the result of a wetlands violation for removing trees within the outer riparian zone. The property is located just north of the Stearns Mill Dam. The Order required phase one of plantings, 5 hemlock trees, to be planted last fall, which

completed. The remainder of the plantings, 29 shrubs, were to be done by June 1, 2020. The homeowner is requesting a one-year extension to plant the remainder of plants due to present economic hardships. This request is to extend the requirement of this one condition within the Order, the Order itself is valid through August 2022.



Below are the hemlock that have been installed.



Recommendation: Given the current health issue and the financial impact it is having any many people, I recommend the Commission allow an additional year to install the remaining plantings. At a minimum I recommend that Commission at least extends this requirement till the fall.

Emergency Certification:

7. **586 Peakham Road:** The Board of Health has been working with the landowner at 586 Peakham Road to replace the existing failed septic system. The system was located about 50 feet from wetlands and was causing significant breakout of septic onto the ground. The Commission had approved the installation of this system in 2006. The system will be replaced in the same location approved in the 2006 filing. Given the health issue this breakout is causing, the Board of Health deemed the current situation a hazard to health and safety which allows the Commission to issue an Emergency Certification to allow work to proceed. An after the fact Notice of Intent will be filed for this project. The Commission needs to vote to ratify the Emergency Certification.

Other Business:

8. **Assabet River National Wildlife Refuge Hunting Plan:** I had sent this out to you to determine whether the Commission wanted to submit a comment letter on the proposed plan. The principal changes include the expansion of hunting for big game (black bear, coyote, and fox) and migratory birds; and

the area that may be hunted (123 additional acres) within the Refuge. Here is the link to the plan: [https://www.fws.gov/uploadedFiles/ASR_OXB_GRM_Hunt%20Plan%20CD%20and%20EA_March2020.p](https://www.fws.gov/uploadedFiles/ASR_OXB_GRM_Hunt%20Plan%20CD%20and%20EA_March2020.pdf)
[df](https://www.fws.gov/uploadedFiles/ASR_OXB_GRM_Hunt%20Plan%20CD%20and%20EA_March2020.pdf). Comments are due by May 22.

9. Commission Charge

To preserve, protect and improve the Town's valuable water, land, plant and animal resources for the benefit of all present and future generations (under the legal authority granted by the Massachusetts Wetlands Protection Act and the Sudbury Wetlands Administration Bylaw); to educate the community on the benefits of resource protection and/or engage suggestions for their improvement; to encourage community participation in all town wetland resource issues; to promote enjoyment and stewardship of our open spaces and natural resources; and to balance the interests of jurisdictional projects with the interests of the town's wetland resources, under a fair and open public hearing process.

Since we seem to be stuck on the language, I took the liberty to rewrite the charge for consideration:

To preserve, protect, and improve the Town's valuable water, land, plant, and animal resources for the benefit of present and future generations (under the legal authority granted under The Conservation Commission Act, by the Massachusetts Wetlands Protection Act, and by the Sudbury Wetlands Administration Bylaw); to foster community involvement in the protection and enjoyment of Sudbury's open spaces and natural resources through education, stewardship, and promotion of their significance; and to evaluate impacts from development on the public benefits provided by these natural resources to guide Sudbury's future, under a fair and open public hearing process.

10. Land Management Flash Vote: With comments received to date, here are two options for the questions/format. Please review so we can finalize this at this meeting. The link to the google doc is:

https://docs.google.com/document/d/1-afLb_DszxiWUN71j1WTTrtXwx64xhJlaUYn86qEMQy8/edit?umid=8b9ffcbb-e1a4-47e8-827d-68e0082cbdfa

Q1 - Which conservation land do you feel requires the most attention in terms of maintenance? (Ask/Format to rank 1 through 3)

- Hop Brook (trailheads located on Dutton Road and at end of Surrey Lane)
- Tipling Rock/Nobscot (trailhead located on Boston Post Road and on Brimstone Lane)
- King Philip (located at corner of Old Sudbury Road and Water Row)

Q2 - Within Hop Brook, what areas require the most improvement? (You can choose up to TWO)

- Trail maintenance (overgrown, down trees, invasive species, etc)
- Signage on trail
- Maps
- Dog waste
- Parking
- ...
- Other:

<open ended comment>

Q3 - Within Tipling Rock/Nobscot, what areas require the most improvement? (You can choose up to TWO)

- Trail maintenance (overgrown, down trees, invasive species, etc)
- Signage on trail
- Maps
- Dog waste
- Parking
- ...

- Other:

<open ended comment>

Q4 - Within King Philip, what areas require the most improvement? (You can choose up to TWO)

- Trail maintenance (overgrown, down trees, invasive species, etc)
- Signage on trail
- Maps
- Dog waste
- Parking
- ...
- Other:

<open ended comment>

Q5 -Would you be willing to offer time to help with maintenance of our town conservation lands?

- Never
- Partial day during week
- Partial day during weekend
- Once a month
- On a Sudbury day of service
- ...

Any other comments or suggestions about the existing town conservation lands?

<X> comments

OR

Question 1: Which conservation land are you most interested in and/or familiar with?

- Barton Farms
- Davis Farm
- Frost Farm
- Haynes Meadow
- Hop Brook Marsh
- King Philip Woods
- Landham Brook Marsh
- Lincoln Meadows
- Nobscot
- Piper Farm
- Poor Farm Meadow
- Tipling Rock

Question 2: Which conservation land do you feel requires the most attention in terms of maintenance? (Select up to 2)

- Barton Farms
- Davis Farm
- Frost Farm
- Haynes Meadow
- Hop Brook Marsh
- King Philip Woods
- Landham Brook Marsh
- Lincoln Meadows

- Nobscot
- Piper Farm
- Poor Farm Meadow
- Tipling Rock

Question 3: What improvements are required the most?

- Trail maintenance (overgrown, down trees, invasive species, etc)
- Signage on trail
- Maps
- Dog waste
- Parking
- Other:

<open ended comment>

Question 4: What amenities/activities do you have interest in related to these conservation lands? (You can choose up to FOUR)

- Fitness Trail
- Walking and Bicycle Trails
- Picnic Areas
- Interpretive Displays
- Wildlife viewing
- Other:

<open ended comment>

Question 5: Would you be willing to offer time to help with maintenance of our town conservation lands?

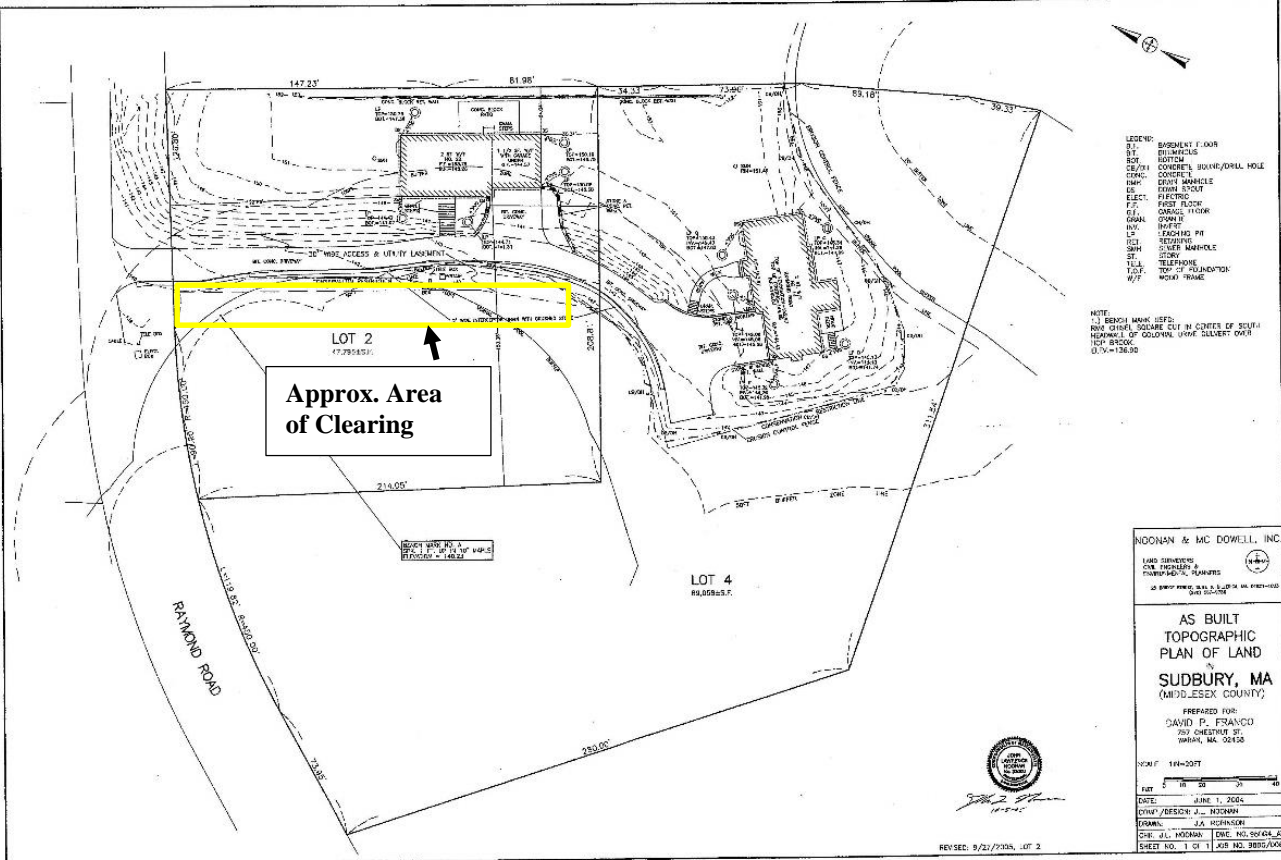
- Never
- Partial day during week
- Partial day during weekend
- Once a month
- On a Sudbury day of service

If so, please provide contact information:

- Name:
- Email:
- Phone:

New Violation:

11. **22 Raymond Road:** We received a complaint that tree and brush were removed from wetlands. Small saplings and understory brush were removed within the buffer zone, adjacent upland resource area, vernal pool habitat and potentially within the Conservation Restriction. I have spoken with the landowner and he was not aware of the need to obtain the Commission's approval for work in this area, nor was he aware that there was a Conservation Restriction. I have provided him copies of both and he has agreed to file a Notice of Intent and work with the Commission to bring the property into compliance. Stumps remain in place so there was no ground disturbance.



12. **33 Emerson:** We received a complaint that trees were removed and wetlands were being filled. A dozen trees were removed from the buffer zone. No wetlands were being filled. I have met with the landowner and they will be filing a Notice of Intent for the tree removal. The landowner said all trees were dead or strangled by bittersweet. There was a pile of fill in the driveway that was going to be used to install a walkway in the back yard.



From: [Carty, Daniel](#)
To: [Board of Selectmen](#)
Cc: [Hayes, Henry](#); [Blodeau, Maryanne](#)
Subject: Fw: Sudbury Liquor License
Date: Wednesday, April 15, 2020 8:35:01 AM

FYI
 Dan

From: Frank, Leila
Sent: Tuesday, April 14, 2020 9:58 PM
To: Carty, Daniel
Subject: FW: Sudbury Liquor License

Hi Dan,

I happen to be listening in to the BOS meeting at the moment. Please see below regarding National Development – no changes on their part regarding the article.

Thank you,
 Leila

From: Leah Harsfield [mailto:LHarsfield@NatDev.com]
Sent: Friday, April 10, 2020 3:46 PM
To: Frank, Leila <FrankL@sudbury.ma.us>
Cc: Jack O'Neil <JOneil@NatDev.com>
Subject: RE: Sudbury Liquor License

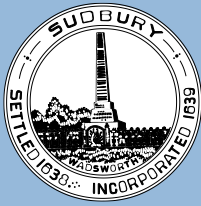
Leila-

I hope you are staying safe and healthy in these unprecedented times. In speaking with some of our colleagues in Sudbury this week we understand that BOS was looking for an update from National Development on the warrant article for the additional liquor license. We understand that a date has not been secured for Town Meeting yet, but this may be scheduled for June 15, 2020. So you are aware, there have been no changes to our plans. The restaurant tenant is eager to get open and we are still hoping to secure the vote to move forward with the additional liquor license. Please let me know if you require any additional information at this time.

Stay well,
 Leah

Leah Harsfield
 Senior Vice President, Asset Management, and Director of Leasing
 617-559-5014
lharsfield@natdev.com

Attachment11.f: Fw_ Sudbury Liquor License (3845 : Town Meeting action)



SUDBURY BOARD OF SELECTMEN

Tuesday, May 12, 2020

12

MISCELLANEOUS (UNTIMED)

12: Discussion on Town Meeting Consent Calendar items

REQUESTOR SECTION

Date of request:

Requested by: Patty Golden

Formal Title: Discussion and possible vote on updated consent calendar items for Town Meeting warrant articles

Recommendations/Suggested Motion/Vote: [Discuss and possible vote on updated consent calendar items for Town Meeting warrant articles](#)

Background Information:
attached list

Financial impact expected:

Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

Patty Golden	Pending
Henry L Hayes	Pending
Jonathan Silverstein	Pending
Daniel E Carty	Pending
Board of Selectmen	Pending

05/12/2020 5:30 PM

Bearing in mind that Town officials and citizens can request removal of Consent Calendar items, the following articles are suggested for the Board's consideration as to suitability for such a listing subject to affirmation by Town Counsel:

Art. 9. Unpaid bills (none to date per Christine)

Art. 12 Goodnow Library Services Revolving Fund (necessary in connection with Art. 13)

Art. 16. Post-Employment Health Insurance Trust Fund

Art. 22. Dutton Road Bridge Project – Easements

Art. 33. SPS Non-Resident Tuition Fund

Art. 34. Authorize BOS to petition for one additional alcoholic pouring license

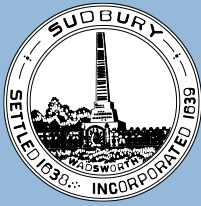
Art. 35. Acceptance of Brave Act provisions M.G.L. c.59, s.5, clause 22H

Already approved for Consent Calendar:

Art. 10 Chapter 90 Funding

Art. 13 FY21 Revolving Fund Limits (Bylaw)

Art. 36 Addition of Associate Member to the Historic Districts Commission



SUDBURY BOARD OF SELECTMEN

Tuesday, May 12, 2020

13

MISCELLANEOUS (UNTIMED)

13: Discuss next steps regarding DLS

REQUESTOR SECTION

Date of request:

Requestor: Chairman Carty

Formal Title: Discuss next steps regarding DLS presentation.

Recommendations/Suggested Motion/Vote:

Background Information:

Financial impact expected:

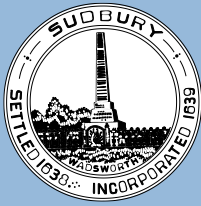
Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

Patty Golden	Pending
Henry L Hayes	Pending
Jonathan Silverstein	Pending
Daniel E Carty	Pending
Board of Selectmen	Pending

05/12/2020 5:30 PM



SUDBURY BOARD OF SELECTMEN
Tuesday, May 12, 2020

14

MISCELLANEOUS (UNTIMED)

14: Discussion on Board policies

REQUESTOR SECTION

Date of request:

Requested by: Patty Golden

Formal Title: Discussion on Board policies

Recommendations/Suggested Motion/Vote:

Background Information:

Financial impact expected:

Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

Patty Golden	Pending
Henry L Hayes	Pending
Jonathan Silverstein	Pending
Daniel E Carty	Pending
Board of Selectmen	Pending

05/12/2020 5:30 PM

APPOINTMENT POLICY

For positions appointed by the Selectmen and the Town Manager

1. Expiration date for appointments is May 31st, or until his successor is appointed and qualified, with the exception of the following:
 - a. Historic Districts Commission, which, under G.L.Ch.40C, expire January 1st.
 - b. Election Officers are appointed annually between July 15th and August 15th, in accordance with G.L.Ch. 54, s.12.
 - c. Sudbury Cultural Council appointments may expire at varying times, depending upon date of appointment.
 2. The Town Manager shall:
 - a. Present, at the first regular meeting following Town Election, a list of appointments to be made by the Board.
 - b. Notify incumbents and request their statement of availability regarding reappointment.
 - c. Notify the chairman of the appropriate board or committee requesting recommendation for reappointment or filling vacancies.
 - d. Actively seek volunteers for boards and committees and maintain a "Talent File" of same.
 - e. Provide Chairmen of boards and committees with names of candidates from the Talent File and request recommendations from pertinent boards or committees to fill vacancies.
 3. Interviews for potential new appointees.
 - a. Copies of applications shall be provided to the Selectmen and chairman of respective board or committee prior to interview.
 - b. Invite chairman to join Selectmen in conducting the interview relating to his board.
 4. Annual appointments shall be completed as soon as possible.
 5. Updated lists of members will be provided to the office.
 6. Retiring members will receive letters of thanks from the Town for their service.
- (Amended 5/10/76, 8/23/99)

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Meeting Policy

1. An organizational meeting shall be held at the first meeting following Town Meeting.
 - a. Elect Chairman.
The Chairman will approve the agenda for and conduct the Selectmen's meeting; coordinate the affairs of the Board with due concern that all members' views are heard and considered; and act as liaison to the Town Manager and the major departments under the Board of Selectmen.
 - b. Elect Vice-Chairman.
The Vice-Chairman will assume the duties of the Chairman in his absence. The Vice-Chairman is tasked with organizing office hours, the town forum and the Board of Selectmen newsletter.
 - c. Elect Clerk (Town Manager unless voted otherwise).
The Clerk will be responsible for (1) preparation for Selectmen's meetings and keeping complete and accurate minutes of Selectmen's meetings and ; and (2) is authorized to provide attested copies of Selectmen's votes and minutes as necessary.
2. Meetings shall start promptly at 7:00 p.m. on Tuesdays. No new business will be introduced later than 10:00 PM. Unfinished business will be postponed until the next meeting unless the Board votes to extend the meeting. Meetings will be held twice a month, unless the need for a special meeting arises or the Board votes to hold fewer meetings.
3. Actions and decisions shall be by motion, second and vote. If the vote is not unanimous, the minutes shall reflect the vote of each Selectmen.
4. For the meeting, the Town Manager shall:
 - a. Provide Selectmen with pertinent explanatory or review material in brief form with agenda, sent prior to meeting.
 - b. Have on hand, all back-up data and files appropriate to a scheduled item of discussion. In addition, he shall provide any data, analyses and recommendations as appropriate.
 - c. Draft motions in advance of meeting.

d. Report highlights from meeting minutes of other boards and committees.

(Amended 05/10/76, 04/23/84, 10/29/84, 11/08/84, 07/08/96)

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Town Counsel Policy

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

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

1. Chairs of all boards, commissions or committees, other than the Board of Selectmen, shall have direct access to Town Counsel to obtain legal advice, including a request for a written opinion, or to request Town Counsel to attend a meeting of such board, committee or commission. Any member of a board, commission or committee may request a written opinion from Town Counsel, provided that said member obtains a majority vote of said board, committee or commission at a public meeting authorizing the request of such opinion. After obtaining a majority vote as set forth in the preceding sentence, said request shall be submitted to Town Counsel with a copy to the Town Manager for notification purposes.
2. Town Counsel will refer all requests for opinions received from individual members of boards, commissions or committee to the chair of said committee, who will schedule the request for a vote of the board, commission or committee on the matter of approving such a request at the next meeting of said committee, when feasible. Town Counsel will copy the Town Manager on all such requests.
3. Boards, commissions or committees may vote to authorize one member of the board, commission or committee to communicate directly with Town Counsel on a specific matter they have explicitly voted for that member to have responsibility for. For example, if a board appoints one member of the board to work on a policy item to be considered by the board, the board may include in their designation that this includes the ability to seek an opinion from Town Counsel as part of the work to be undertaken by that board member. Such vote of the board, commission, or committee must clearly reflect an authorization for the Town Counsel to speak directly with less than a quorum of the board, commission or committee on the specific matter. Such a vote must be filed with the Town Counsel and the Town Manager.
4. The chairs or vice-chairs of all boards, committees and commission shall have direct access to Town Counsel to request advice or assistance in preparation of the agenda for an upcoming meeting or for advice regarding chairing an upcoming meeting. They do not need to copy the Town Manager on such inquiries.
5. The chairs or vice-chairs of boards, committees or commission with the Town shall have direct access prospectively to Town Counsel to request opinions, advice or information concerning the **Open Meeting Law** codified at G.L. c. 39, section 23B or to receive guidance with respect to the rules governing responses to public records requests. They do not need to copy the Town Manager on such inquiries.
6. Officers of the Town, including all members of boards, commissions and committee requesting **Ethics Opinions** (Conflict of Interest Law) shall have direct access to Town Counsel. They do not need to copy the Town Manager on such inquiries.

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7. The Moderator shall have direct access to Town Counsel to obtain legal advice, including a request for a written opinion, in relation to her/his duties as Moderator.

B. Board of Selectmen

1. The chair of the Board of Selectmen shall have direct access to Town Counsel to obtain legal advice, including a request for a written opinion, or to request Town Counsel to attend a meeting of the board. Any member of the Board of Selectmen shall have direct access to Town Counsel to obtain legal advice or request a written opinion. Such requests shall be submitted in writing to Town Counsel with a copy to the Town Manager and the chair of the Board of Selectmen for notification purposes. The chair of the Board shall ensure that other Board members are informed of such requests.
2. The chair of the Board of Selectmen shall have direct access to Town Counsel to request advice or assistance in preparation of the agenda for an upcoming meeting or for advice regarding chairing an upcoming meeting. The chair does not need to copy the Town Manager on such inquiries.
3. The chair or vice-chair of the Board of Selectmen shall have direct access prospectively to Town Counsel to request opinions, advice or information concerning the **Open Meeting Law** codified at G.L. c. 39, section 23B or to receive guidance with respect to the rules governing responses to public records requests. They do not need to copy the Town Manager on such inquiries.
4. All members of the Board of Selectmen requesting **Ethics Opinions** (Conflict of Interest Law) shall have direct access to Town Counsel. They do not need to copy the Town Manager on such inquiries.

C. Town Manager and Town Employees

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

D. Town Meeting Issues

1. Warrant articles for the Annual Town Meeting or Special Town Meetings sponsored by Town boards, committees, commissions or employees shall be drafted by the Town Counsel's office.

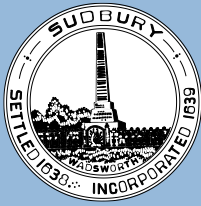
Sponsors of warrant article(s), excluding petition articles, shall submit draft wording for articles or general background information that Town Counsel will use to write the article, and send it back to the sponsor for signature before submission to the Board of Selectmen's Office.

2. Sponsors of petition articles for Annual or Special Town Meeting may submit draft articles to Town Counsel for legal review and guidance. Town Counsel will not draft articles for petitioners, but will be available for legal review and guidance. To obtain such legal review, draft petition articles must be submitted to the Board of Selectmen's office at least five days before the January 31 due date for article submission. Staff in the Board of Selectmen's office shall forward the draft petition article to Town Counsel for review.
3. Town Counsel's office will write all motions for all articles for Annual or Special Town Meeting, working with the sponsors of all articles as needed in the judgment of Town Counsel.

E. Confidentiality of Attorney-Client Communications

The attorney-client privilege shields from the view of third parties all confidential communications between a client and its attorney undertaken for the purpose of obtaining legal advice. As a matter of policy, the Board of Selectmen hereby requires that the confidentiality of communications between town officials, departments, boards, and committees, and Town Counsel and Special Town Counsel be maintained and preserved. The scope of privileged communications includes communications from Town officials, departments, boards or employees seeking legal advice, as well as opinions and advice received from Town Counsel or Special Town Counsel, whether in formal written opinions, email, in person, or by telephone. The attorney-client privilege belongs to the Town of Sudbury, acting through its Board of Selectmen. The Board of Selectmen is the chief policy making body of the Town and is responsible, in conjunction with Town Counsel, for managing the legal affairs of the Town. Accordingly, only the Board of Selectmen, acting as a Board at a duly noticed meeting, is authorized to waive the attorney-client privilege on behalf of the Town. Should any town official, department, board, or committee believe that it is in the best interests of the Town to waive the attorney-client privilege with respect to any privileged attorney-client communication received from Town Counsel or Special Town Counsel, they should request to discuss the matter with the Board of Selectmen in executive session to obtain a vote by the Board of Selectmen as to whether or not said privileged communication may be released. No town official, department, board or committee is permitted on his or her or its own volition to release any confidential attorney-client communications to third parties or otherwise purport to waive the Town's attorney-client privilege.

(Approved 9/8/2015)



SUDBURY BOARD OF SELECTMEN

Tuesday, May 12, 2020

MISCELLANEOUS (UNTIMED)**15: Vote to approve advertising board/committee openings**REQUESTOR SECTION

Date of request:

Requestor: Vice Chair Pat Brown

Formal Title: Vote to approve advertising openings for the town board/committee positions becoming available in 2020.

Recommendations/Suggested Motion/Vote: Vote to approve advertising openings for the town board/committee positions becoming available in 2020.

Background Information:

Attached list provided by Vice Chair Brown

Financial impact expected:

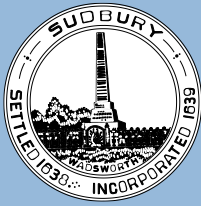
Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

Patty Golden	Pending
Henry L Hayes	Pending
Jonathan Silverstein	Pending
Daniel E Carty	Pending
Board of Selectmen	Pending

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**SUDBURY BOARD OF SELECTMEN**

Tuesday, May 12, 2020

MISCELLANEOUS (UNTIMED)**16: Spring 2020 Selectmen Newsletter Topic Discussion****REQUESTOR SECTION**

Date of request:

Requested by: Leila S. Frank

Formal Title: Discuss topics to be assigned for the Spring 2020 Board of Selectmen Newsletter.

Recommendations/Suggested Motion/Vote:

Background Information:

List of previous topics attached

Financial impact expected:N/A

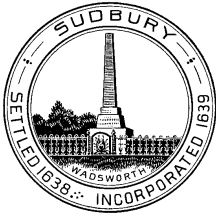
Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

Patty Golden	Pending
Maryanne Bilodeau	Pending
Jonathan Silverstein	Pending
Daniel E Carty	Pending
Board of Selectmen	Pending

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Town of Sudbury

Office of Selectmen

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

selectmensoffice@sudbury.ma.us

Date: May 4, 2020
To: Board of Selectmen
From: Leila Frank
Re: **Spring 2020 Board of Selectmen Newsletter Topics**

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

MARCH 2020

Town Manager Henry Hayes, Jr.
Proposed Addition at Fire Station 2
ATM/ATE
Fairbank Community Center Proposal for ATM

NOVEMBER 2019

Town manager search
Update on complete streets
Wayside Inn Bridge
Update on Camp Sewataro
EEE

AUGUST 2019

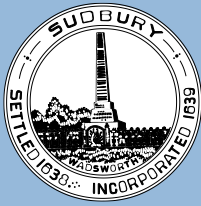
Thank you to Town Manager Melissa Murphy-Rodrigues
Historic Preservation & the Demolition Bylaw
Board of Health
Transportation Improvements in Sudbury
Town Budget Process

MAY 2019

New Selectmen Roberts and Schineller
Sudbury Municipal Vulnerability Preparedness
Thank you to Debbie Dineen and Mark Herweck
Fairbank Community Center Project Update
Camp Sewataro Property Acquisition Update

SPRING 2020 NEWSLETTER DEADLINES

BOS Meeting to Discuss Topic Assignments- Tuesday, May 12
Submission Deadline- Monday, May 25
BOS Meeting Approval- Tuesday, June 9



SUDBURY BOARD OF SELECTMEN

Tuesday, May 12, 2020

MISCELLANEOUS (UNTIMED)**17: Minutes review/approval**REQUESTOR SECTION

Date of request:

Requested by: Patty Golden

Formal Title: Review regular session minutes of 4/4/20, and possibly vote to approve minutes.

Recommendations/Suggested Motion/Vote: Review regular session minutes of 4/14/20, and possibly vote to approve minutes.

Background Information:
attached draft

Financial impact expected:

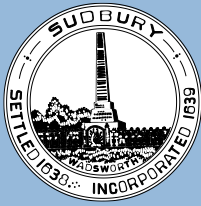
Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

Patty Golden	Pending
Henry L Hayes	Pending
Jonathan Silverstein	Pending
Daniel E Carty	Pending
Board of Selectmen	Pending

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SUDBURY BOARD OF SELECTMEN
Tuesday, May 12, 2020

18

MISCELLANEOUS (UNTIMED)

18: Fairbank update

REQUESTOR SECTION

Date of request:

Requested by: Patty Golden

Formal Title: Discussion on the Fairbank Community Center/Town Forum.

Recommendations/Suggested Motion/Vote: Discussion on the Fairbank Community Center/Town Forum.

Background Information:

Financial impact expected:

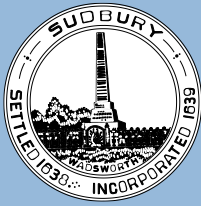
Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

Patty Golden	Pending
Henry L Hayes	Pending
Jonathan Silverstein	Pending
Daniel E Carty	Pending
Board of Selectmen	Pending

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SUDBURY BOARD OF SELECTMEN

Tuesday, May 12, 2020

19

MISCELLANEOUS (UNTIMED)

19: Citizen's Comments

REQUESTOR SECTION

Date of request:

Requested by: Patty Golden

Formal Title: Citizen's Comments

Recommendations/Suggested Motion/Vote:

Background Information:

Financial impact expected:

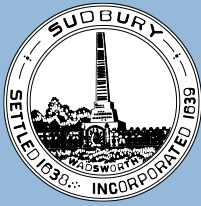
Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

Patty Golden	Pending
Henry L Hayes	Pending
Jonathan Silverstein	Pending
Daniel E Carty	Pending
Board of Selectmen	Pending

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SUDBURY BOARD OF SELECTMEN
Tuesday, May 12, 2020

20

MISCELLANEOUS (UNTIMED)

20: Upcoming Agenda Items

REQUESTOR SECTION

Date of request:

Requested by: Patty Golden

Formal Title: Upcoming Agenda Items

Recommendations/Suggested Motion/Vote:

Background Information:

Financial impact expected:

Approximate agenda time requested:

Representative(s) expected to attend meeting:

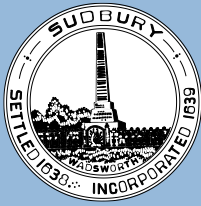
Review:

Patty Golden	Pending
Henry L Hayes	Pending
Jonathan Silverstein	Pending
Daniel E Carty	Pending
Board of Selectmen	Pending

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POTENTIAL UPCOMING AGENDA ITEMS/MEETINGS

MEETING	DESCRIPTION
May 26	Potential Historic Districts Commission (HDC) appointment
	Potential Sudbury Housing Authority (SHA) appointment
	Discussion with Park & Rec Commission
	Town meeting action – continue to review articles, vote on positions
Date to be determined	Call date for Annual Town Meeting at LSRHS and post on website
	Vote to elect chairman and vice-chairman of the Board of Selectmen (or SelectBoard) after Annual Town Meeting
	Approve annual Town Manager and Selectmen reappointments
	Selectmen's Social Media Policy
	Work Session: Select Board/Town Manager Code of Conduct and other procedural training
	Invite Commission on Disability Chair to discuss Minuteman High School
	Eversource Public Hearing re: Grant of Location (<i>date TBD</i>)
	Approve BOS submission to 2019 Annual Town Report
	Annual meeting with state legislators (2020)
	Discussion on liaison assignments and Board membership on town committees (for 2020-2021)
	Fall Town Forum discussion (July)
	Update from BOS Policy Subcommittee
	Town meeting recap – year in review
	Transportation Committee extension
	Route 20 empty corner lot – former gas station
	Update on traffic policy (Chief Nix)
	Update on crosswalks (Chief Nix/Dan Nason)
	Citizen Leadership Forum
	Town-wide traffic assessment and improve traffic flow
	Temporary Trailer permit - 150 Boston Post Road
	Wayside Inn Road Bridge
	Eversource double pole discussion
	Future planning of Sewataro
STANDING ITEMS FOR ALL MEETINGS	BOS requests for future agenda items at end of meeting
	Citizens Comments, continued (if necessary)
	Fairbank Community Center update (ongoing)
	Bruce Freeman Rail Trail (BFRT) update (quarterly)
	COVID-19 update (as of 3/18/20)

**SUDBURY BOARD OF SELECTMEN**

Tuesday, May 12, 2020

CONSENT CALENDAR ITEM**21: Proclamation - Class of 2020 Day****REQUESTOR SECTION**

Date of request:

Requested by: Leila S. Frank

Formal Title: Vote to sign a proclamation to recognize June 7, 2020 as Class of 2020 Day.

Recommendations/Suggested Motion/Vote: Vote to sign a proclamation to recognize June 7, 2020 as Class of 2020 Day.

Background Information:

Requested by parents of graduating seniors. Please see attached.

Financial impact expected:

Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

Patty Golden Pending

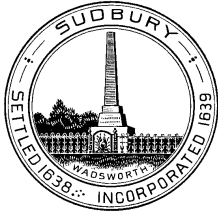
Maryanne Bilodeau Pending

Jonathan Silverstein Pending

Daniel E Carty Pending

Board of Selectmen Pending

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TOWN OF SUDBURY

Office of Selectmen

www.sudbury.ma.us

Flynn Building
278 Old Sudbury Rd
Sudbury, MA 01776-1843
978-639-3381

Email: selectmensoffice@sudbury.ma.us

PROCLAMATION

June is a milestone for students of our community as it is high school graduation month. It is an opportunity for expanding education, acknowledging this unprecedented time, and recognizing the accomplishments of our young adults with a commemorative day in their honor.

WHEREAS: Families, friends, neighbors, and educators should encourage everyone to focus on the achievements of all young people and honor their diligent efforts, and

WHEREAS: The most effective way to honor graduating seniors is to raise awareness of the merits of education and successes through active community involvement by realizing each individual's abilities, contribution, and the significance of education.

WHEREAS: We urge all community members to support opportunities for graduating seniors that include higher education, military service, housing, employment, and recreational activities.

NOW, THEREFORE,

The Board of Selectmen, on behalf of the Town of Sudbury, specifically graduating seniors, do hereby proclaim the day of

**JUNE 7, 2020 as 'CLASS OF 2020 DAY'
within the Town of Sudbury.**

Throughout the Town of Sudbury, we encourage all citizens to take time to get to know a graduating senior, recognize their goals and contributions, and support them and their educational excellence. Honorable groups and achievements of the graduating class include winning the 2019 Golf State Championship, 2020 Boys Ice Hockey MIAA Co-Championship, 2019 Boys Lacrosse State Championship, 2019 Cheerleading DCL Champions, 2019 Woman's Rugby State Finalists, 2019 Boys Soccer Division I North Champions, 2019 Football Division 2 North Champions, 2020 National Merit Scholarship Competition Semi-Finals, Be More Chill - 1st high school performance since closure on Broadway, Global Scholar, Certified Nurse Assistant (CNA), One Love Foundation, Metco, Accent A Cappella - 3rd place in ICHSA Quarter Finals, Musigals, Coro de Chicas, 2019 National Speech & Debate Nat'l Tournament Winners, Robotics Team, the Cum Laude Society, community volunteer work and so much more.

BOARD OF SELECTMEN

Daniel E. Carty, Chair

Patricia A. Brown, Vice-Chair

Janie W. Dretler

Jennifer S. Roberts

William J. Schineller