



**SUDBURY SELECT BOARD
TUESDAY MARCH 21, 2023
7:00 PM, ZOOM**

Item #	Time	Action	Item
	7:00 PM		CALL TO ORDER
			Opening remarks by Chair
			Reports from Town Manager
			Reports from Select Board
			Public comments on items not on agenda
PUBLIC HEARING			
1.	7:15 PM	<i>VOTE / SIGN</i>	Continued from March 7, 2023. As the Local Licensing Authority, vote on whether to approve the application of Sudbury Sundries, Inc, d/b/a Sudbury Sundries, 100 Boston Post Rd., Sudbury, for a Package Store License for the Sale of Wine & Malt Beverages, under G. L. Ch. 138, s.15, Ashraf Youssef, Manager. The premises proposed to be licensed (i.e., 100 Boston Post Road) is described as: Left unit of a 2-unit commercial building. Single entrance in the left front and single exit in the rear. Approximately 2600 Sq. Ft. This Public Hearing is expected to be Immediately Continued.
2.		<i>VOTE</i>	Vote to close Public Hearing and resume Select Board meeting.
MISCELLANEOUS			
3.	7:30 PM	<i>VOTE</i>	Vote to open a joint meeting with the Finance Committee.
4.		<i>VOTE</i>	Vote to close joint meeting with Finance Committee and resume Select Board meeting.
5.			ATM petition article on Firearms Zoning presented by resident Frank Riepe.
6.		<i>VOTE</i>	Discussion on 2023 Annual Town Meeting articles: consent calendar; positions on articles; other.
7.		<i>VOTE</i>	Discussion and vote on updating the Bruce Freeman Rail Trail Advisory Task Force mission statement to include the Mass Central Rail Trail. John Drobinski, Task Force chair to attend.

These agenda items are those reasonably anticipated by the Chair which may be discussed at the meeting. Not all items listed may in fact be discussed and other items not listed may also be brought up for discussion to the extent permitted by law. Some items may be taken out of order or not be taken up at all. The Chair will strive to honor timed items as best as possible, however, the estimated timing may occasionally be inaccurate.

Item #	Time	Action	Item
8.		<i>VOTE</i>	Discussion and vote on next steps concerning the Bruce Freeman Rail Trail (BFRT) south of its intersection with Mass Central Rail Trail (MCRT). John Drobinski, Task Force chair to attend.
9.		<i>VOTE</i>	Vote to create/appoint a Housing Production Plan Working Group consisting of the following membership to assist in updating the Town of Sudbury's Housing Production Plan: Select Board Member, Planning Board Member, Housing Trust Member, Sudbury Housing Authority Member, DEIC member, COA member, ZBA member, and at-large member appointed by the Select Board.
10.		<i>VOTE</i>	Remote meeting policy discussion and possible vote to update.
11.		<i>VOTE</i>	Discussion and possible vote whether to approve letter of support for Goodnow Library to include in their grant proposal, for a \$20K two-year grant the library is applying for through the MA Board of Library Commissioners to "Unearth Sudbury's Indigenous History" due on April 11, 2023.
12.		<i>VOTE</i>	Vote to review and possibly approve the open session minutes of 12/13/22.
13.			Public Comments (cont)
14.			Upcoming agenda items
CONSENT CALENDAR			
15.		<i>VOTE</i>	As recommended by the Land Acquisition Review Committee (LARC), vote to recommend the Select Board NOT exercise the Town of Sudbury's right of first refusal to purchase Lots 1 and 2 on the property at 137 Brimstone Lane.
16.		<i>VOTE</i>	Vote to accept Chapter 269 of the Acts of 2022, allowing a one-time increase to the Cost of Living Adjustment (COLA) increase for retirees in FY23, from 3% to 5% of the System's \$16,000 COLA base, as requested by Middlesex County Retirement Board.
17.		<i>VOTE / SIGN</i>	Vote to proclaim March as Women's History Month in Sudbury and sign a proclamation in that regard.
18.		<i>VOTE / SIGN</i>	Vote to proclaim the first Monday in March as COVID-19 Victims and Survivors Memorial Day in Sudbury and sign a proclamation in that regard.
19.		<i>VOTE</i>	Accept a \$100 donation to the Senior Center Donation Account from the Sudbury Foundation, in memory of Sandra Wilensky, Watercolor Instructor, which will be used to subsidize cost of Watercolors classes for students with financial constraints, as requested by Debra Galloway.
20.		<i>VOTE</i>	Accept a \$50 donation to the Senior Center Donation Account from Frank Chiodo and Judith Aufderhaar in memory of resident Pat Duarte, which will be used to support older adult programming, as requested by Debra Galloway.

These agenda items are those reasonably anticipated by the Chair which may be discussed at the meeting. Not all items listed may in fact be discussed and other items not listed may also be brought up for discussion to the extent permitted by law. Some items may be taken out of order or not be taken up at all. The Chair will strive to honor timed items as best as possible, however, the estimated timing may occasionally be inaccurate.

**SUDBURY SELECT BOARD**

Tuesday, March 21, 2023

PUBLIC HEARING**1: Hearing Continuation: Sudbury Sundries W&M Beverages Package Store License****REQUESTOR SECTION**

Date of request:

Requestor: Sudbury Sundries, Inc. d/b/a Sudbury Sundries

Formal Title: Continued from March 7, 2023. As the Local Licensing Authority, vote on whether to approve the application of Sudbury Sundries, Inc, d/b/a Sudbury Sundries, 100 Boston Post Rd., Sudbury, for a Package Store License for the Sale of Wine & Malt Beverages, under G. L. Ch. 138, s.15, Ashraf Youssef, Manager. The premises proposed to be licensed (i.e., 100 Boston Post Road) is described as: Left unit of a 2-unit commercial building. Single entrance in the left front and single exit in the rear. Approximately 2600 Sq. Ft. This Public Hearing is expected to be Immediately Continued.

Recommendations/Suggested Motion/Vote: Continued from March 7, 2023. As the Local Licensing Authority, vote on whether to approve the application of Sudbury Sundries, Inc, d/b/a Sudbury Sundries, 100 Boston Post Rd., Sudbury, for a Package Store License for the Sale of Wine & Malt Beverages, under G. L. Ch. 138, s.15, Ashraf Youssef, Manager. The premises proposed to be licensed (i.e., 100 Boston Post Road) is described as: Left unit of a 2-unit commercial building. Single entrance in the left front and single exit in the rear. Approximately 2600 Sq. Ft. This Public Hearing is expected to be Immediately Continued.

Background Information:

Application and staff feedback attached

Financial impact expected:\$150 Application Fee, \$1500 Annual Wine & Malt Package Store Fee

Approximate agenda time requested: 15 minutes

Representative(s) expected to attend meeting: Ashraf Youssef, Manager

Review:

Select Board Office Pending

Town Manager's Office Pending

Town Counsel Pending

Select Board Pending

Select Board Pending

03/21/2023 7:00 PM



The Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
 95 Fourth Street, Suite 3, Chelsea, MA 02150-2358
 www.mass.gov/abcc

**RETAIL ALCOHOLIC BEVERAGES LICENSE APPLICATION
 MONETARY TRANSMITTAL FORM**

APPLICATION FOR A NEW LICENSE

APPLICATION SHOULD BE COMPLETED ON-LINE, PRINTED, SIGNED, AND SUBMITTED TO THE LOCAL
 LICENSING AUTHORITY.

ECRT CODE: RETA

Please make \$200.00 payment here: ABCC PAYMENT WEBSITE

PAYMENT MUST DENOTE THE NAME OF THE LICENSEE CORPORATION, LLC, PARTNERSHIP, OR INDIVIDUAL AND INCLUDE THE
 PAYMENT RECEIPT

ABCC LICENSE NUMBER (IF AN EXISTING LICENSEE, CAN BE OBTAINED FROM THE CITY)

ENTITY/ LICENSEE NAME

SUDBURY SUNDRIES

ADDRESS

100 BOSTON POST RD

CITY/TOWN

SUDBURY

STATE

MA

ZIP CODE

01776

For the following transactions (Check all that apply):

- | | | | |
|--|---|---|---|
| <input checked="" type="checkbox"/> New License | <input type="checkbox"/> Change of Location | <input type="checkbox"/> Change of Class (i.e. Annual / Seasonal) | <input type="checkbox"/> Change Corporate Structure (i.e. Corp / LLC) |
| <input type="checkbox"/> Transfer of License | <input type="checkbox"/> Alteration of Licensed Premises | <input type="checkbox"/> Change of License Type (i.e. club / restaurant) | <input type="checkbox"/> Pledge of Collateral (i.e. License/Stock) |
| <input type="checkbox"/> Change of Manager | <input type="checkbox"/> Change Corporate Name | <input type="checkbox"/> Change of Category (i.e. All Alcohol/Wine, Malt) | <input type="checkbox"/> Management/Operating Agreement |
| <input type="checkbox"/> Change of Officers/
Directors/LLC Managers | <input type="checkbox"/> Change of Ownership Interest
(LLC Members/ LLP Partners,
Trustees) | <input type="checkbox"/> Issuance/Transfer of Stock/New Stockholder | <input type="checkbox"/> Change of Hours |
| | <input type="checkbox"/> Other | <input type="checkbox"/> Change of DBA | |

THE LOCAL LICENSING AUTHORITY MUST SUBMIT THIS
 APPLICATION ONCE APPROVED VIA THE ePLACE PORTAL:

Alcoholic Beverages Control Commission
 95 Fourth Street, Suite 3
 Chelsea, MA 02150-2358



The Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
 95 Fourth Street, Suite 3, Chelsea, MA 02150-2358
 www.mass.gov/abcc

RECEIVED
 BOARD OF SELECTMEN
 SUDBURY, MA

APPLICATION FOR A NEW LICENSE

2023 FEB -7 A 10:12

Municipality

TOWN OF SUDBURY

1. LICENSE CLASSIFICATION INFORMATION

ON/OFF-PREMISES

On-Premises-12

TYPE

\$15 Package Store

CATEGORY

Wines and Malt Beverages

CLASS

Annual

Please provide a narrative overview of the transaction(s) being applied for. On-premises applicants should also provide a description of the intended theme or concept of the business operation. Attach additional pages, if necessary.

SUDBURY SUNDRIES, INC. DBA/SUDBURY SUNDRIES- S & G WOULD LIKE TO HAVE A RETAIL PACKAGE STORE LICENSE

Is this license application pursuant to special legislation?

☐ Yes ☒ No

Chapter

Acts of

2. BUSINESS ENTITY INFORMATION

The entity that will be issued the license and have operational control of the premises.

Entity Name

SUDBURY SUNDRIES INC

FEIN

54-2147713

DBA

SUDBURY SUNDRIES

Manager of Record

ASHRAF YOUSSEF

Street Address

100 BOSTON POST RD SUDBURY, MA 01776

Phone

Email

Alternative Phone

Website

NON

3. DESCRIPTION OF PREMISES

Please provide a complete description of the premises to be licensed, including the number of floors, number of rooms on each floor, any outdoor areas to be included in the licensed area, and total square footage. You must also submit a floor plan.

THE PREMISES IS LOCATED IN THE LEFT COMMERCIAL UNIT OF A TOW UNIT COMMERCIAL STORY BUILDING A SINGLE INTERANCE IN THE LEFT FRONT AND A SINGLE EXIT IN THE REAR. APPROXIMATELY 2600 SQUARE FEET.

Total Square Footage:

4600

Number of Entrances:

1

Seating Capacity:

0

Number of Floors

1

Number of Exits:

2

Occupancy Number:

2

4. APPLICATION CONTACT

The application contact is the person whom the licensing authorities should contact regarding this

application. Name:

ASHRAF YOUSSEF

Phone:

Title:

OWNER

Email:

1

APPLICATION FOR A NEW LICENSE

5. CORPORATE STRUCTURE

Entity Legal Structure	Corporation	Date of Incorporation	8/1/2004
State of Incorporation	Massachusetts	Is the Corporation publicly traded?	<input type="radio"/> Yes <input checked="" type="radio"/> No

6. PROPOSED OFFICERS, STOCK OR OWNERSHIP INTEREST

List all individuals or entities that will have a direct or indirect, beneficial or financial interest in this license (E.g. Stockholders, Officers, Directors, LLC Managers, LLP Partners, Trustees etc.). Attach additional page(s) provided, if necessary, utilizing Addendum A.

- The individuals and titles listed in this section must be identical to those filed with the Massachusetts Secretary of State.
- The individuals identified in this section, as well as the proposed Manager of Record, must complete a CORI Release Form.
- Please note the following statutory requirements for Directors and LLC Managers:
On Premises (E.g. Restaurant/ Club/Hotel) Directors or LLC Managers - At least 50% must be US citizens;
Off Premises (Liquor Store) Directors or LLC Managers - All must be US citizens and a majority must be Massachusetts residents.
- If you are a Multi-Tiered Organization, please attach a flow chart identifying each corporate interest and the individual owners of each entity as well as the Articles of Organization for each corporate entity. Every individual must be identified in Addendum A.

Name of Principal	Residential Address	SSN	DOB
ASHRAF YOUSSEF	243 W MAIN ST HOPKINTON MA 01748		
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
OWNER /MANAGER/PRESIDENT	100%	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No
			MA Resident
			<input checked="" type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
		<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No
			MA Resident
			<input checked="" type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
		<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No
			MA Resident
			<input checked="" type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
		<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No
			MA Resident
			<input checked="" type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
		<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No
			MA Resident
			<input checked="" type="radio"/> Yes <input type="radio"/> No

Additional pages attached? ☐ Yes ☒ No

CRIMINAL HISTORY

Has any individual listed in question 6, and applicable attachments, ever been convicted of a State, Federal or Military Crime? If yes, attach an affidavit providing the details of any and all convictions.

☐ Yes ☒ No

APPLICATION FOR A NEW LICENSE

6A. INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Does any individual or entity identified in question 6, and applicable attachments, have any direct or indirect, beneficial or financial interest in any other license to sell alcoholic beverages? Yes ☐ No ☒ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality
N/A	N/A	N/A	N/A

6B. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Has any individual or entity identified in question 6, and applicable attachments, ever held a direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages, which is not presently held? Yes ☐ No ☐ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality
N/A	N/A	N/A	N/A

6C. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

Have any of the disclosed licenses listed in question 6A or 6B ever been suspended, revoked or cancelled? Yes ☐ No ☒ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Date of Action	Name of License	City	Reason for suspension, revocation or cancellation
N/A	N/A	N/A	N/A

7. OCCUPANCY OF PREMISES

Please complete all fields in this section. Please provide proof of legal occupancy of the premises.

- If the applicant entity owns the premises, a deed is required.
- If leasing or renting the premises, a signed copy of the lease is required.
- If the lease is contingent on the approval of this license, and a signed lease is not available, a copy of the unsigned lease and a letter of intent to lease, signed by the applicant and the landlord, is required.
- If the real estate and business are owned by the same individuals listed in question 6, either individually or through separate business entities, a signed copy of a lease between the two entities is required.

Please indicate by what means the applicant will occupy the premises

Own ☐

Landlord Name ASHRAF YOUSSEF

Landlord Phone

Landlord Email

Landlord Address

243 W MAIN ST HOPKINTON MA 01748

Lease Beginning Date

Rent per Month

Lease Ending Date

Rent per Year

Will the Landlord receive revenue based on percentage of alcohol sales?

☐ Yes ☒ No

3

APPLICATION FOR A NEW LICENSE

8. FINANCIAL DISCLOSURE

A. Purchase Price for Real Estate	0
B. Purchase Price for Business Assets	0
C. Other * (Please specify below)	0
D. Total Cost	0

*Other Cost(s): (i.e. Costs associated with License Transaction including but not limited to: Property price, Business Assets, Renovations costs, Construction costs, Initial Start-up costs, Inventory costs, or specify other costs):"

SOURCE OF CASH CONTRIBUTION

Please provide documentation of available funds. (E.g. Bank or other Financial institution Statements, Bank Letter, etc.)

Name of Contributor	Amount of Contribution
WEBSTER FIRST FEDERAL CRIDET UNION BANK	\$300,000.00
Total	\$300,000.00

SOURCE OF FINANCING

Please provide signed financing documentation.

Name of Lender	Amount	Type of Financing	Is the lender a licensee pursuant to M.G.L. Ch. 138.
			<input type="radio"/> Yes <input checked="" type="radio"/> No
N/A	NON	NON	<input type="radio"/> Yes <input checked="" type="radio"/> No
			<input type="radio"/> Yes <input checked="" type="radio"/> No
			<input type="radio"/> Yes <input checked="" type="radio"/> No

FINANCIAL INFORMATION

Provide a detailed explanation of the form(s) and source(s) of funding for the cost identified above.

N/A

9. PLEDGE INFORMATION

Please provide signed pledge documentation.

Are you seeking approval for a pledge? ☐ Yes ☒ No

Please indicate what you are seeking to pledge (check all that apply) ☐ License ☐ Stock ☐ Inventory

To whom is the pledge being made?

--

10. MANAGER APPLICATION**A. MANAGER INFORMATION**

The individual that has been appointed to manage and control the licensed business and premises.

Proposed Manager Name Date of Birth SSN

Residential Address

Email Phone

Please indicate how many hours per week you intend to be on the licensed premises

B. CITIZENSHIP/BACKGROUND INFORMATION

Are you a U.S. Citizen?*

☒ Yes ☐ No *Manager must be a U.S. Citizen

If yes, attach one of the following as proof of citizenship US Passport, Voter's Certificate, Birth Certificate or Naturalization Papers.

Have you ever been convicted of a state, federal, or military crime?

☐ Yes ☒ No

If yes, fill out the table below and attach an affidavit providing the details of any and all convictions. Attach additional pages, if necessary, utilizing the format below.

Date	Municipality	Charge	Disposition
N/A	N/A	N/A	N/A

C. EMPLOYMENT INFORMATION

Please provide your employment history. Attach additional pages, if necessary, utilizing the format below.

Start Date	End Date	Position	Employer	Supervisor Name

D. PRIOR DISCIPLINARY ACTION

Have you held a beneficial or financial interest in, or been the manager of, a license to sell alcoholic beverages that was subject to disciplinary action? ☐ Yes ☒ No If yes, please fill out the table. Attach additional pages, if necessary,utilizing the format below.

Date of Action	Name of License	State	City	Reason for suspension, revocation or cancellation
N/A	N/A	N/A	N/A	N/A

I hereby swear under the pains and penalties of perjury that the information I have provided in this application is true and accurate:

Manager's Signature  Date

11. MANAGEMENT AGREEMENT

Are you requesting approval to utilize a management company through a management agreement?

☐ Yes ☒ No

If yes, please fill out section 11.

Please provide a narrative overview of the Management Agreement. Attach additional pages, if necessary.

N/A

IMPORTANT NOTE: A management agreement is where a licensee authorizes a third party to control the daily operations of the license premises, while retaining ultimate control over the license, through a written contract. *This does not pertain to a liquor license manager that is employed directly by the entity.*

11A. MANAGEMENT ENTITY

List all proposed individuals or entities that will have a direct or indirect, beneficial or financial interest in the management Entity (E.g. Stockholders, Officers, Directors, LLC Managers, LLP Partners, Trustees etc.).

Entity Name	Address	Phone
N/A	N/A	N/A

Name of Principal	Residential Address	SSN	DOB
Title and or Position	Percentage of Ownership	Director	US Citizen
		<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
MA Resident			
<input type="radio"/> Yes <input type="radio"/> No			

Name of Principal	Residential Address	SSN	DOB
Title and or Position	Percentage of Ownership	Director	US Citizen
		<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
MA Resident			
<input type="radio"/> Yes <input type="radio"/> No			

Name of Principal	Residential Address	SSN	DOB
Title and or Position	Percentage of Ownership	Director	US Citizen
		<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
MA Resident			
<input type="radio"/> Yes <input type="radio"/> No			

Name of Principal	Residential Address	SSN	DOB
Title and or Position	Percentage of Ownership	Director	US Citizen
		<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
MA Resident			
<input type="radio"/> Yes <input type="radio"/> No			

CRIMINAL HISTORY

Has any individual identified above ever been convicted of a State, Federal or Military Crime?

☐ Yes ☐ No

If yes, attach an affidavit providing the details of any and all convictions.

11B. EXISTING MANAGEMENT AGREEMENTS AND INTEREST IN AN ALCOHOLIC BEVERAGES**LICENSE**

Does any individual or entity identified in question 11A, and applicable attachments, have any direct or indirect, beneficial or financial interest in any other license to sell alcoholic beverages; and or have an active management agreement with any other licensees?

Yes ☐ No ☒ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality
N/A	N/A	N/A	N/A

11C. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Has any individual or entity identified in question 11A, and applicable attachments, ever held a direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages, which is not presently held?

Yes ☐ No ☒ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality
N/A	N/A	N/A	N/A

11D. PREVIOUSLY HELD MANAGEMENT AGREEMENT

Has any individual or entity identified in question 11A, and applicable attachments, ever held a management agreement with any other Massachusetts licensee?

Yes ☐ No ☒ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Licensee Name	License Type	Municipality	Date(s) of Agreement
N/A	N/A	N/A	N/A

11E. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

Has any of the disclosed licenses listed in questions in section 11B, 11C, 11D ever been suspended, revoked or cancelled?

Yes ☐ No ☒ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Date of Action	Name of License	City	Reason for suspension, revocation or cancellation
N/A	N/A	N/A	N/A

11F. TERMS OF AGREEMENT

a. Does the agreement provide for termination by the licensee?

Yes ☐ No ☒

b. Will the licensee retain control of the business finances?

Yes ☐ No ☒

c. Does the management entity handle the payroll for the business?

Yes ☐ No ☒

d. Management Term Begin Date

e. Management Term End Date

f. How will the management company be compensated by the licensee? (check all that apply)

☐ \$ per month/year (indicate amount)

☐ % of alcohol sales (indicate percentage)

☐ % of overall sales (indicate percentage)

☐ other (please explain)

ABCC Licensee Officer/LLC Manager

Signature:

Title:

Date:

Management Agreement Entity Officer/LLC Manager

Signature:

Title:

Date:

ADDITIONAL INFORMATION

Please utilize this space to provide any additional information that will support your application or to clarify any answers provided above.

APPLICANT'S STATEMENT

I, **ASHRAF YOUSSEF** the: ☐ sole proprietor; ☐ partner; ☒ corporate principal; ☐ LLC/LLP manager
 Authorized Signatory

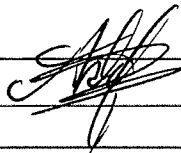
of **SUDBURY SUNDRIES INC**
 Name of the Entity/Corporation

hereby submit this application (hereinafter the "Application"), to the local licensing authority (the "LLA") and the Alcoholic Beverages Control Commission (the "ABCC" and together with the LLA collectively the "Licensing Authorities") for approval.

I do hereby declare under the pains and penalties of perjury that I have personal knowledge of the information submitted in the Application, and as such affirm that all statements and representations therein are true to the best of my knowledge and belief. I further submit the following to be true and accurate:

- (1) I understand that each representation in this Application is material to the Licensing Authorities' decision on the Application and that the Licensing Authorities will rely on each and every answer in the Application and accompanying documents in reaching its decision;
- (2) I state that the location and description of the proposed licensed premises are in compliance with state and local laws and regulations;
- (3) I understand that while the Application is pending, I must notify the Licensing Authorities of any change in the information submitted therein. I understand that failure to give such notice to the Licensing Authorities may result in disapproval of the Application;
- (4) I understand that upon approval of the Application, I must notify the Licensing Authorities of any change in the ownership as approved by the Licensing Authorities. I understand that failure to give such notice to the Licensing Authorities may result in sanctions including revocation of any license for which this Application is submitted;
- (5) I understand that the licensee will be bound by the statements and representations made in the Application, including, but not limited to the identity of persons with an ownership or financial interest in the license;
- (6) I understand that all statements and representations made become conditions of the license;
- (7) I understand that any physical alterations to or changes to the size of the area used for the sale, delivery, storage, or consumption of alcoholic beverages, must be reported to the Licensing Authorities and may require the prior approval of the Licensing Authorities;
- (8) I understand that the licensee's failure to operate the licensed premises in accordance with the statements and representations made in the Application may result in sanctions, including the revocation of any license for which the Application was submitted; and
- (9) I understand that any false statement or misrepresentation will constitute cause for disapproval of the Application or sanctions including revocation of any license for which this Application is submitted.
- (10) I confirm that the applicant corporation and each individual listed in the ownership section of the application is in good standing with the Massachusetts Department of Revenue and has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

Signature:



Date:

02/06/2023

Title:

OWNER

ADDENDUM A**6. PROPOSED OFFICERS, STOCK OR OWNERSHIP INTEREST (Continued...)**

List all individuals or entities that will have a direct or indirect, beneficial or financial interest in this license (E.g. Stockholders, Officers, Directors, LLC Managers, LLP Partners, Trustees etc.).

Entity Name

N/A

Percentage of Ownership in Entity being Licensed
(Write "NA" if this is the entity being licensed)

N/A

Name of Principal	Residential Address	SSN	DOB
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
		<input type="radio"/> Yes <input checked="" type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No
			MA Resident
			<input type="radio"/> Yes <input checked="" type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
		<input type="radio"/> Yes <input checked="" type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No
			MA Resident
			<input type="radio"/> Yes <input checked="" type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
		<input type="radio"/> Yes <input checked="" type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No
			MA Resident
			<input type="radio"/> Yes <input checked="" type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
		<input type="radio"/> Yes <input checked="" type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No
			MA Resident
			<input type="radio"/> Yes <input checked="" type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
		<input type="radio"/> Yes <input checked="" type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No
			MA Resident
			<input type="radio"/> Yes <input checked="" type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
		<input type="radio"/> Yes <input checked="" type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No
			MA Resident
			<input type="radio"/> Yes <input checked="" type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
		<input type="radio"/> Yes <input checked="" type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No
			MA Resident
			<input type="radio"/> Yes <input checked="" type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
		<input type="radio"/> Yes <input checked="" type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No
			MA Resident
			<input type="radio"/> Yes <input checked="" type="radio"/> No

CRIMINAL HISTORY

Has any individual identified above ever been convicted of a State, Federal or Military Crime?
If yes, attach an affidavit providing the details of any and all convictions.

☐ Yes ☒ No

ENTITY VOTE

The Board of Directors or LLC Managers of

SUDBURY SUNDRIES

Entity Name

duly voted to apply to the Licensing Authority of

SUDBURY

City/Town

and the

Commonwealth of Massachusetts Alcoholic Beverages Control Commission on

Date of Meeting

For the following transactions (Check all that apply):

- | | | | |
|--|---|---|---|
| <input checked="" type="checkbox"/> New License | <input type="checkbox"/> Change of Location | <input type="checkbox"/> Change of Class (i.e. Annual / Seasonal) | <input type="checkbox"/> Change Corporate Structure (i.e. Corp / LLC) |
| <input type="checkbox"/> Transfer of License | <input type="checkbox"/> Alteration of Licensed Premises | <input type="checkbox"/> Change of License Type (i.e. club / restaurant) | <input type="checkbox"/> Pledge of Collateral (i.e. License/Stock) |
| <input type="checkbox"/> Change of Manager | <input type="checkbox"/> Change Corporate Name | <input type="checkbox"/> Change of Category (i.e. All Alcohol/Wine, Malt) | <input type="checkbox"/> Management/Operating Agreement |
| <input type="checkbox"/> Change of Officers/
Directors/LLC Managers | <input type="checkbox"/> Change of Ownership Interest
(LLC Members/ LLP Partners,
Trustees) | <input type="checkbox"/> Issuance/Transfer of Stock/New Stockholder | <input type="checkbox"/> Change of Hours |
| | <input type="checkbox"/> Other | | <input type="checkbox"/> Change of DBA |

"VOTED: To authorize

ASHRAF YOUSSEF

Name of Person

to sign the application submitted and to execute on the Entity's behalf, any necessary papers and do all things required to have the application granted."

"VOTED: To appoint

ASHRAF YOUSSEF

Name of Liquor License Manager

as its manager of record, and hereby grant him or her with full authority and control of the premises described in the license and authority and control of the conduct of all business therein as the licensee itself could in any way have and exercise if it were a natural person residing in the Commonwealth of Massachusetts."

A true copy attest,

Corporate Officer /LLC Manager Signature

(Print Name)

For Corporations ONLY

A true copy attest,

Corporation Clerk's Signature

(Print Name)


Examiner


Name
Approved

C_
P_
M_
R.A. 

P.C.

D

The Commonwealth of Massachusetts

William Francis Galvin

Secretary of the Commonwealth

One Ashburton Place, Boston, Massachusetts 02108-1512

ARTICLES OF ORGANIZATION (General Laws, Chapter 156B)

ARTICLE I

The exact name of the corporation is:

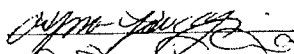
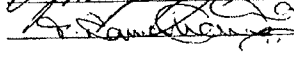
Sudbury Sundries, Inc.

ARTICLE II

The purpose of the corporation is to engage in the following business activities:

1. To operate a convenience store and gas station for sale of oil, gasoline, and related automotive products and groceries; deli type foods, sandwiches, coffee, juice, beverages of whatsoever kind and nature and assorted sundries both at retail and wholesale to the general public, including beer and wine if licensed.
2. To perform any business lawfull in the Commonwealth of Massachusetts which may be performed by a corporation organized under Massachusetts By-Laws Chapter 156B.

Note: If the space provided under any article or item on this form is insufficient, additions shall be set forth on one or more additional sheets of separate 8 1/2 x 11 sheets of paper with a left margin of at least 1 inch. Additions to more than one article may be made on a single sheet so long as each article requiring each addition is clearly indicated.

 **AVMAN YOUSEFI**
 **RAMESH TALLURI**

Note: If an existing corporation is acting as incorporator, type in the exact name of the corporation, the state or other jurisdiction where it was incorporated, the name of the person signing on behalf of said corporation and the title he/she holds or other authority by which such action is taken.

ARTICLE III

State the total number of shares and par value, if any, of each class of stock which the corporation is authorized to issue.

WITHOUT PAR VALUE		WITH PAR VALUE		
TYPE	NUMBER OF SHARES-	TYPE	NUMBER OF SHARES	PAR VALUE
Common:	20,000	Common:		
Preferred:		Preferred:		

ARTICLE IV

If more than one class of stock is authorized, state a distinguishing designation for each class. Prior to the issuance of any shares of a class, if shares of another class are outstanding, the corporation must provide a description of the preferences, voting powers, qualifications, and special or relative rights or privileges of that class and of each other class of which shares are outstanding and of each series then established within any class.

ARTICLE V

The restrictions, if any, imposed by the Articles of Organization upon the transfer of shares of stock of any class are:

See attached

ARTICLE VI

Other lawful provisions, if any, for the conduct and regulation of the business and affairs of the corporation, for its voluntary dissolution, or for limiting, defining, or regulating the powers of the corporation, or of its directors or stockholders, or of any class of stockholders:

N/A

****If there are no provisions state "None".**

Note: The preceding six (6) articles are considered to be permanent and may ONLY be changed by filing appropriate Articles of Amendment.

TRANSFER OF STOCK

Any Stockholder desiring to sell or transfer any of the shares of the corporate stock of the corporation owned by him shall obtain the consent of the corporation in the following manner:

The Stockholder shall notify the Clerk of the corporation in writing his desire to sell or transfer, the price and the name of the person. The Clerk shall thereupon call a meeting of the Directors and Stockholders for the purpose of acting on said request, such meeting to be held not more than thirty (30) days from the receipt by the Clerk of said notice. If a majority of the Directors and two-thirds (2/3) of the shares of the stock outstanding shall vote in favor of permitting such sale or transfer, the owner may transfer title to those shares at any time during a period of thirty (30) days from the date of said vote, but only to the proposed transferee, in the number of shares and at the proposed price stated in his written notice of desire to sell or transfer. Upon the death of a Stockholder, or if a proposed transfer is not approved, the Stockholder or the representative of the Stockholder's estate may sell, and the Corporation shall purchase or redeem all of the shares of said Stockholder. In the case of death, said stock shall be purchased within ninety (90) days of the appointment of a legal representative of said deceased Stockholder or within 90 days of application for redemption, whichever is greater and in the event of disapproval of transfer said stock shall be purchased within sixty (60) days of the date of said disapproval. Failure of the corporation to purchase or redeem said stock within the indicated time periods shall constitute a waiver of these restrictions by the Board of Directors and the Shareholders. For such purchase or redemption the corporation shall pay said proportional net worth of the corporation as determined from the last balance sheet of the corporation prepared by the corporation's then regularly employed accountant.

The Board of Directors and two-thirds (2/3) of the Shareholders in any particular instance may waive these restrictions except as may be prohibited by statute and provided no Stockholder upon death or disqualification shall receive less for his stock than herein provided.

ARTICLE VII

The effective date of organization of the corporation shall be the date approved and filed by the Secretary of the Commonwealth. If a *later* effective date is desired, specify such date which shall not be more than *thirty days* after the date of filing.

ARTICLE VIII

The information contained in Article VIII is not a permanent part of the Articles of Organization.

a. The street address (*post office boxes are not acceptable*) of the principal office of the corporation in *Massachusetts* is:

100 Boston Post Road, Sudbury, MA

b. The name, residential address and post office address of each director and officer of the corporation is as follows:

	<u>NAME</u>	<u>RESIDENTIAL ADDRESS</u>	<u>POST OFFICE ADDRESS</u>
President:	Ayman Youssef	243 West Main Street, Hopkinton, MA 01748	
Treasurer:	Ramesh Talluri	6 Canal Bank, #307, Cambridge, MA 02141	
Clerk:	Ramesh Talluri	"	
Directors:			
	Ayman Youssef	243 West Main Street, Hopkinton, MA 01748	
	Ashraf Youssef	243 West Main Street, Hopkinton, MA 01748	
	Ramesh Talluri	6 Canal Bank, #307, Cambridge, MA 02141	

c. The fiscal year (i.e., tax year) of the corporation shall end on the last day of the month of: December

d. The name and business address of the resident agent, if any, of the corporation is:

ARTICLE IX

By-laws of the corporation have been duly adopted and the president, treasurer, clerk and directors whose names are set forth above, have been duly elected.

IN WITNESS WHEREOF AND UNDER THE PAINS AND PENALTIES OF *PERJURY*, I/we, whose signature(s) appear below as incorporator(s) and whose name(s) and business or residential addressees) *are clearly typed or printed* beneath each signature do hereby associate with the intention of forming this corporation under the provisions of General Laws, Chapter 156B and do hereby sign these Articles of Organization as incorporator(s) this 24 day of

January, 2004,

Ayman Youssef AYMAN YOUSSEF

Ramesh Talluri RAMESH TALLURI

Note: If an existing corporation is acting as incorporator, type in the exact name of the corporation, the state or other jurisdiction where it was incorporated, the name of the person signing on behalf of said corporation and the title he/she holds or other authority by which such action is taken.

4092

THE COMMONWEALTH OF MASSACHUSETTS
ARTICLES OF ORGANIZATION
 (General Laws, Chapter 156B)

877418

I hereby certify that, upon examination of these Articles of Organization, duly submitted to me, it appears that the provisions of the General Laws relative to the organization of corporations have been complied with, and I hereby approve said articles; and the filing fee in the amount of \$25 having been paid, said articles are deemed to have been filed with me this 23rd day of March 2004.

Effective date: _____

William Francis Galvin
 WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

FILING FEE: One tenth of one percent of the total authorized capital stock, but not less than \$200.00. For the purpose of filing, shares of stock with a par value less than \$1.00, or no par stock, shall be deemed to have a par value of \$1.00 per share.

TO BE FILLED IN BY CORPORATION

Contact information:

John F. Del Prete, Jr.Del Prete & O'Neill, P. C.2 Franklin CommonsFramingham, MA 01702Telephone: 508-879-0600SECRETARY OF STATE
RECEIVED

ON MAR 23 PM 1:25

CORPORATIONS DIVISION

A copy of this filing will be available on-line at www.state.ma.us/sec/cor once the document is filed.

SECRETARY OF STATE
 RECEIVED
 ON MAR 23 PM 1:06
 CORPORATIONS DIVISION

Property Address: 100 Boston Post Road, Sudbury, Massachusetts

QUITCLAIM DEED

2004
Bk: 44004 Pg:
Page: 1 of 2

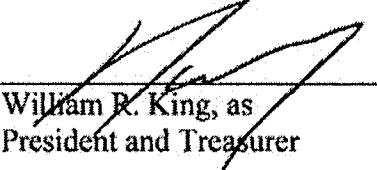
Foreign Performance, Ltd., a Massachusetts corporation with a usual place of business at 100 Boston Post Road, Sudbury, MA

for consideration paid of One Million Seven Hundred Thousand (\$1,700,000) Dollars to **Sarah Realty, LLC**, a Massachusetts limited liability company with an usual place of business at 100 Boston Post Road, Sudbury, MA,

with quitclaim covenants,

The land and improvements known as 100 Boston Post Road, Sudbury, MA and further described on Exhibit A attached hereto and hereby incorporated by reference.

Witness my hand and seal this 27 day of October, 2004.


William R. King, as
President and Treasurer

The Commonwealth of Massachusetts

Middlesex SS.

October 27, 2004

Then personally appeared the above named William R. King, president and treasurer of Foreign Performance, Ltd., who proved his identity with a MA drivers license, and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of Foreign Performance, Ltd., before me,


Notary Public
My Commission Expires:

Real.foreign.perf.deed.ayman

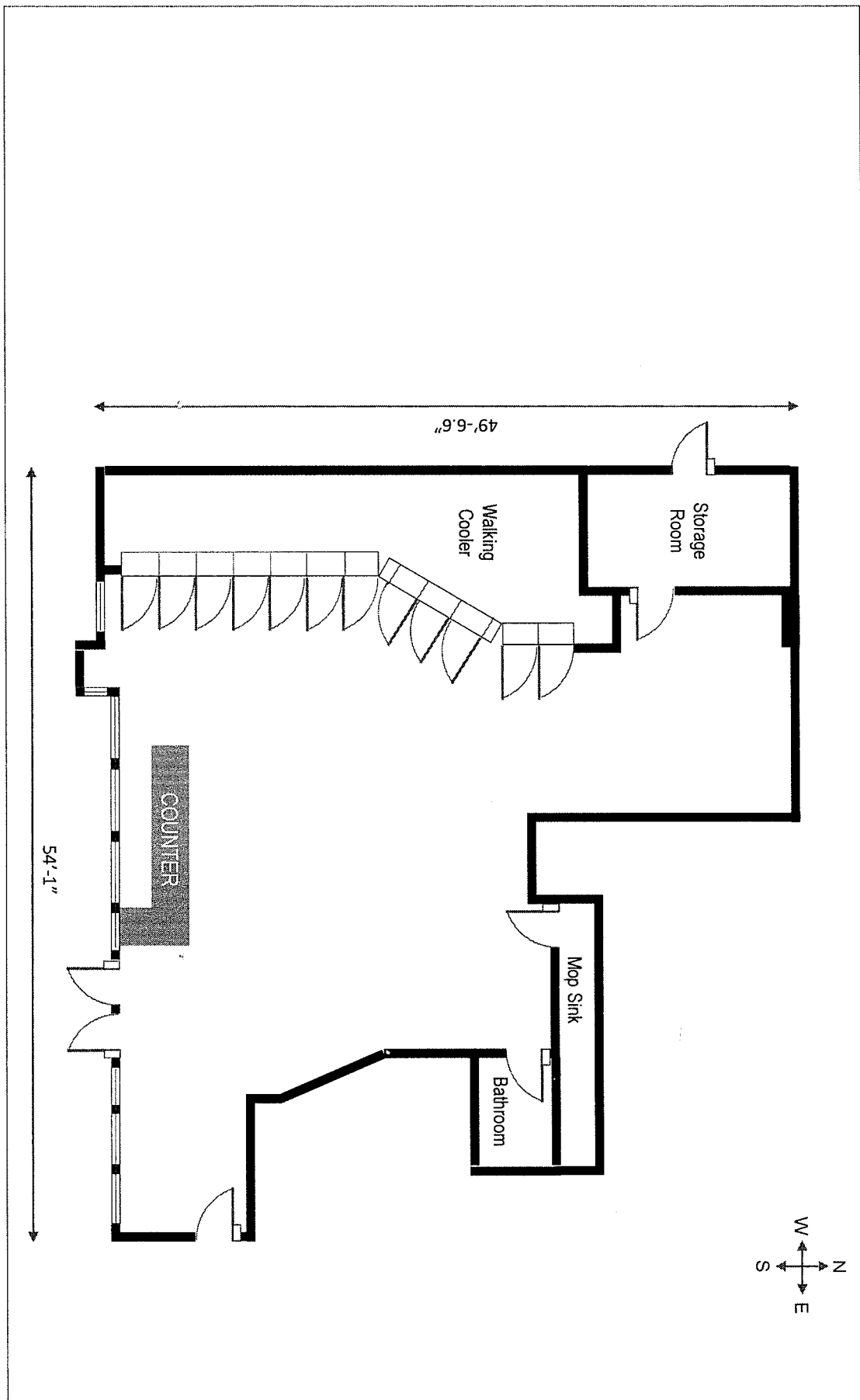
MASSACHUSETTS EXCISE TAX
Southern Middlesex District ROD # 001
Date: 10/29/2004 03:45 PM
Ctrl# 041504 24955/Doc# 00275535
Fee: \$7,752.00 Cons: \$1,700,000.00



JOHN M. LOVELY
Notary Public
Commonwealth of Massachusetts
My Commission Expires
July 1, 2005.


Anna C. Brown
Acting Middlesex S. Register

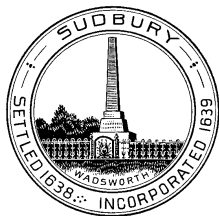
TA



A-1

Floor Plan
100 Boston Post Rd
Sudbury, MA

Sudbury Sundries
Inc.



TOWN OF SUDBURY

Office of Select Board

www.sudbury.ma.us

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

Email: sbadmin@sudbury.ma.us

LEGAL NOTICE TOWN OF SUDBURY

The Select Board, acting as the Licensing Authority of the Town of Sudbury, will hold a Public Hearing on Tuesday, March 7, 2023 at 7:15 p.m. online via Zoom at <https://us02web.zoom.us/j/360217080> on the following application:

Application of Sudbury Sundries, Inc, d/b/a Sudbury Sundries, 100 Boston Post Rd., Sudbury, for a Package Store License for the Sale of Wines & Malt Beverages, under G. L. Ch. 138, s.15, Ashraf Youssef, Manager. The premises proposed to be licensed (i.e., 100 Boston Post Road) is described as: Left unit of a 2-unit commercial building. Single entrance in the left front and single exit in the rear. Approximately 2600 Sq. Ft.

SELECT BOARD

For publication: *Middlesex Daily News* February 21, 2023

Date: February 15, 2023

Town of Sudbury

Alcohol License Quota & Availability

ALCOHOL LICENSEES

RESTAURANT/CLUB

M.G.L. C.138 §12



PACKAGE STORE

M.G.L. C.138 §15



ALL ALCOHOL



American Legion Post #191
Farmer's Daughter
Bullfinch's
Da Vinci Bistro
El Basha
Fugakyu Café
Lavender Asian Cuisine
Longfellow's Wayside Inn
Lotus Blossom
Max and Leo's
Oak Barrel Tavern
Paani
Riceberry **Transfer Pending**
Sobre Mesa
Soul of India
Sudbury Point Grill
Victory Cigar Bar

1. **Available**
2. **Available**
3. **Available**

WINE & MALT



Chili Basil
CJ's
Franco's Trattoria
Oishii Too Sushi Bar
Rossini's

None Available

ALL ALCOHOL



Danny's
Duck Soup
Stony Brook
Sudbury Wines, Spirits

None Available

WINE & MALT



Sudbury Craft Beer
Sudbury Farms
Sudbury Sundries **PENDING**

1. **Available**
2. **Available**

Quota: 20

Total Issued/Pending: 17

Available: 3

Quota: 5

Total Issued/Pending: 5

Available: 0

Quota: 4

Total Issued/Pending: 4

Available: 0

Quota: 5

Total Issued/Pending: 3

Available: 2

Sudbury Sundries – Wine & Malt Package Store

Department Feedback

Department	Staff	Date	Comments
Building Department	Andrew Lewis	3/2/23	<p>The accessible parking needs to have wall mounted signs in front of each accessible space in accordance with CMR 521 section 23.6 through 23.6.4. The westerly exit needs to be marked with “Means of Egress Illumination” in accordance with CMR 780 section 1008 and that means of egress shall be maintained as to permit egress at all times during hours of operation, including snow removal.</p> <p>The door hardware (door knob) on the westerly exit needs to be changed to a lever type hardware, at a minimum on the interior.</p>
Fire Department	Chief Whalen	2/28/23	<p>3/2/23: Space for emergency vehicle access remains very limited. If entry is made on Papa Gino’s side, there is no room for larger vehicles. Ambulances and engines can only access from east side near car repair area.</p> <p>2/28/23: I was able to review the attached documents and found that they meet the requirements of the Fire Department. I did review the SB comments of the March 29th 2011 meeting and the concerns of Chief Miles for the amount of parking and accessibility at this location are still valid.</p> <p>2/17/23: The inspection reports for this business have not been forwarded to the Fire Department. We would be looking for updated underground storage tank inspection reports and the fire suppression system inspection reports before we could provide an approval. I also believe that their permit to storing flammable liquids is expired at this point.</p>

Health Department	Patty Moran	2/15/23	I've attached a copy of the hearing held 01/09/2018 for tobacco violations at this location. Please let me know if you need more information. There are no violations since then although we did not receive his insurance or workman's comp info in 2021 or 2022 (Only the application for them was sent in). The owner was informed that if we did not receive them his tobacco permit would be pulled and we did receive both for this year.
Police Department	Chief Nix	2/27/23	I am going to abstain from providing my input as I am not comfortable with doing so.

Town Counsel Riley found the application to be in order. (2/14/23)

3/2/23

The following comments were provided by Town staff in response to the below photos:

- Space for emergency vehicle access remains very limited. If entry is made on Papa Gino's side, there is no room for larger vehicles. Ambulances and engines can only access from east side near car repair area.
 - The accessible parking needs to have wall mounted signs in front of each accessible space in accordance with CMR 521 section 23.6 through 23.6.4. The westerly exit needs to be marked with "Means of Egress Illumination" in accordance with CMR 780 section 1008 and that means of egress shall be maintained as to permit egress at all times during hours of operation, including snow removal.
 - The door hardware (door knob) on the westerly exit needs to be changed to a lever type hardware, at a minimum on the interior.
-

3/1/23

The following photos were provided in response to the below concerns:





-Ashraf Youssef

3/1/23

The following issues were presented to the applicant:

Please provide a response to the following issues. Please note, these concerns were identified during the 2011 Wine & Malt Package Store License Application hearing for Sudbury Sundries.

1. The lot has limited parking. Emergency vehicles would have difficulty accessing the lot with Fire Department apparatus in an emergency.
2. At least one van accessible parking space, stiped access aisle and sign must be installed.
3. The hearing notice states that there is one entrance/exit on the south side, however there is also a second means of egress on the west side that must be maintained and available to occupants.

BOARD OF HEALTH

Minutes of Meeting January 9, 2018

Attendance: Chair Carol Bradford, Board members Susan Sama, Linda Huet-Clayton, Health Director William Murphy, Health Administrator Beth Porter, Elliott Brown Tobacco Compliance Officer, Ashraf Youssef Owner of Sudbury Sundries, Harold Jacobi Legal Counsel at 4:00pm and the meeting commenced at 4:00pm.

4:00 Public Comments None

- **4:05pm – Introduction of Mr. Brown**
- **Update on Permit Renewal** – All applications for 2018 recertification for Food, Stable, Tobacco, Trash Haulers, Septic Haulers and Septic Installers were sent out in November. Majority of permit applications (with payments) have been processed and submitted. Health Dept. has identified the establishments that have not responded and will send out correspondence at the end of the month denoting non-compliance.
- **Tobacco Hearing: Sudbury Sundries 100 Boston Post Rd (second violation in 2017) Required by Section 11.4 of Regulations** - Mr. Brown presented the details of the Tobacco violation(s) that took place at Sudbury Sundries Located at 100 Boston Post Rd. Sudbury. Two Teenagers were sent in (10 minutes apart) to purchase cigarettes and the clerk sold to both. The Board Members agreed to a \$200.00 fine and a Consecutive 3 day suspension of the sale of Tobacco products at Sudbury Sundries. The suspension will begin Monday January 22nd thru Wednesday January 24th. Mr. Murphy will go to the venue to ensure that the Tobacco has been removed from the premises, as the regulations require. Bradford made a motion for a \$200.00 Fine and a 3-day consecutive Tobacco suspension, Sama seconded. Motion passed 3-0-0.
- **Follow up to Tobacco Violation** - Mr. Youssef and Mr. Jacobi stated that they will train sales staff in Tobacco Compliance/Regulations and Mr. Jacobi will draft a document that will require all those trained to sign. In conclusion, the Board members informed Mr. Youssef that if another violation takes place at Sudbury Sundries that the penalty is a consecutive 30 day suspension and a \$300.00 fine.
- **Follow up on Lung Biotechnology Lab** – Bill Murphy stated that there is an engineer that has reviewed/monitored the Lab's output. We will contact him to get the results. Linda Huet-Clayton asked if the BOH could tour the Lab. Bill Murphy will work on setting up a date and time for the tour.
- **Nurse's Report-** The Board review the report which included the following:
 - **Screenings**
 - COA had 47 Blood Pressure, Heart Rate and Pulse Oximeter participants
 - COA had 21 Blood Glucose Screenings
 - Town Wide Employee BP Clinic had 16
 - Housing authority BP Clinic had 3

BOARD OF HEALTH

Minutes of Meeting January 9, 2018

Communicable Disease

- 5 Case Investigations included: 2 Lyme disease, 2 Pertussis, 2 Flu. Two cases of Pertussis at the high school with 16 close contact investigations

FLU

- Received at total of 640 flu vaccine (100 HD, 450 QIV, 90 state)
- Held 11 flu clinics at multiple sites around community
- Home Visits and BOH walk in for Flu shots
- Planned flu clinic dates, sent announcements, published in paper and newsletter
- Flu Vaccines total 614 for this season

Emergency Planning

- MRC AB advisory Meeting
- MEMA Training for Emergency Preparedness/Shelter
- Participated in quarterly drill for 4A PHEP and MRC
- Became the MA Reponse Regional Coordinator

Other

- Nominated by Natick public Health Nurse the Local Public Health Institute Fellow

Health Director's Report- Mr. Murphy presented his report that included the following:

Food Inspections- Majority of Food establishments have applied for Permits renewals and 2018 permits have been issued

Septic Inspections- There were 2 soil evaluations and 15 installation/repair inspections.

Housing- A housing inspection was conducted at a house on Peakham Rd. Due to chronic dampness in the basement the owner cannot rent the in-law apartment until problem has been remedied.

Other- An indoor air quality issue caused teachers to become ill at the Sunny hill Pre-School at the Methodist Church on old Sudbury Rd. The MDPH indoor air quality personnel responded and evaluated conditions. A report was generated with recommendations for the school.

Other- In using outside assistance for the 2018 calendar year we have currently scheduled to use 6 tax Workoff Seniors, 2 Social Worker Interns and 2 Nurse Interns.

Budget- Meet with Town Manager to discuss the FY19 Budget. Budget was presented at the last meeting. No changes to date.

Tobacco Compliance Check –The MetroWest Tobacco Coalition's Director Elliott Brown conducted a tobacco compliance check on 12/2/2017 and two permit holders sold to minors. Enforcement action is being taken in accordance with the regulations.

BOARD OF HEALTH
Minutes of Meeting January 9, 2018

Correspondence was reviewed and included the following:

- (a) November Meeting Minutes, December Meeting Minutes
- (b) MA DPH- Weekly Influenza Update- 1/5/2018
- (c) DelValle Institute for Emergency Preparedness- Intro to MA Mutual Aid Plan

- (d) Air Quality Assessment for Sunny Hill Preschool.
- (e) Mass DEP Drinking Water Program.
- (f) Letter dated 12/27/2017 from BOH to Ms. Muri for house inspection at 623 Peakham Road.
- (g) Letter dated Jan, 08/2018 from East Middlesex Mosquito Control outlining 2018 plan, education, focus areas and types of Mosquitos.
- (h) Local Public Health Update Publication Nov/Dec MDPH
- (i) Town of Sudbury Correspondence and Form of Release of Claims, Indemnity and Hold Harmless Agreement Acceptance of Uber Gift Cards.

Meeting Adjourned 5:30 pm

NEWS

Police: Pair sold drugs out of Sudbury gas station

Norman Miller/Daily News staff

Published 11:01 p.m. ET Jan. 9, 2013 | Updated 9:05 a.m. ET Jan. 10, 2013

A prosecutor said Wednesday that the owner and clerk of a Sudbury gas station targeted young people with the illegal sales of cocaine-laced bath salts.

Ashraf A. Youssef, 49, of Hopkinton, who owns Valero's Convenience Store at 100 Boston Post Road, and his nephew, Maged M. Askandar, also of Hopkinton, who works at the store, were arrested after they sold the drugs to an undercover Sudbury detective, prosecutor Chris Tarrant said during their Framingham District Court arraignment.

"This is a business that caters to the destruction of young people's minds," Tarrant told Judge Robert Greco during the arraignment.

Tarrant said Sudbury Police became aware of the store selling the bath salts, a synthetic drug that is typically smoked, last year. He said Sudbury Police responded to a report of a teen's friend "acting crazy." The teen told police he had just smoked bath salts at Valero's.

Tarrant said that, at the time, bath salts weren't illegal but were still considered dangerous.

"People became agitated, paranoid, and in some cases, violent," he said.

Throughout 2012, Sudbury and Framingham police encountered mostly teens who said they purchased the bath salts from Valero's. They also purchased synthetic marijuana, which is not illegal, Tarrant said. Framingham Police had to deal with a teenage girl who overdosed on the fake pot.

In November, Sudbury Police met with Youssef about the bath salts and explained the dangers, Tarrant said. Youssef agreed to stop selling the synthetic drug.

On Jan. 1, a state law went into effect classifying bath salts as a Class C substance that was illegal to sell or possess, the prosecutor said.

Last week, Framingham Police stopped a teen who had bath salts labeled under the name "Blast," and he again said he purchased the drug at Valero's.

Tuesday, an undercover Sudbury officer went into the store, where Askandar was working, and asked if they had bath salts for sale.

"He (Askandar) said, 'this is the good (expletive). It's bath salts with cocaine,'" Tarrant said.

Askandar reached under the counter and sold the undercover officer two small vials of the bath salts for \$20. He also sold the officer synthetic marijuana and a pipe to use to smoke the bath salts, the prosecutor said.

Police performed a field test on the bath salts, and the material tested positive for cocaine and bath salts. Police arrested Askandar and used a search warrant to search the store. Tarrant said police found nearly 400 vials of the drug concoction.

Police contacted Youssef, who came to the station. When police frisked him, they found bath salts. Police also arrested him, Tarrant said.

Youssef and Askandar, both of 245 West Main St., were charged with trafficking in cocaine, distribution of cocaine, possession of cocaine with intent to distribute, possession of bath salts, distribution of drug paraphernalia and conspiracy to violate the state's drug laws.

Tarrant asked Judge Robert Greco to hold Youssef on \$100,000 bail and Askandar on \$25,000. He also asked that they turn over their passports and wear a GPS monitoring bracelet if released. He said they were a flight risk based on the severe charges and the fact they are both Egyptian nationals.

The men's lawyer, Michael Brennan, argued that Youssef and Askandar did not know the bath salts were illegal.

"These items were bought online legally," said Brennan. "(Youssef) was unaware of the fact that they were illegal."

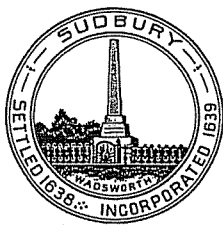
Tarrant said ignorance is no excuse. He also said Askandar proved he knew the bath salts were illegal when he told the undercover officer that it contained cocaine, which everyone knows is illegal.

"Cocaine is illegal," said Tarrant. "Cocaine has been illegal for a long time. They were selling it to anyone who came into the store. They were selling it to kids."

Greco ordered Youssef held on \$10,000 bail and Askandar held on \$5,000 bail. If released, they must turn over their passports. Brennan said Askandar has been in the country for 25 years and no longer has a passport.

Both men are due back in court on Feb. 6 for a pretrial conference.

Norman Miller can be reached at 508-626-3823 or nmiller@wickedlocal.com. For up-to-date crime news, follow Norman Miller on Twitter at @Norman_MillerMW.



TOWN OF SUDBURY

Office of Selectmen

Website: www.sudbury.ma.us

278 Old Sudbury Road
Sudbury, Massachusetts 01776-1843
Tel: (978) 639-3381
Fax: (978) 443-0756
E-mail: selectmen@sudbury.ma.us

LEGAL NOTICE

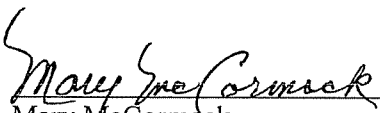
PUBLIC HEARING – BOARD OF SELECTMEN

The Board of Selectmen, acting as the Licensing Authority of the Town of Sudbury, will hold a Public Hearing in accordance with Mass. Gen. Laws Ch. 138, sec. 15, on Tuesday, March 29, 2011, at 9:00 p.m. in the Town Hall, 322 Concord Road, for approval of a Wine and Malt Beverages Package Store License by applicant Sudbury Sundries, Inc., d/b/a Sudbury Sundries, 100 Boston Post Road and described as follows: 933.30 s.f. existing single level retail convenience store, and a walk-in cooler and storage area, with one entrance/exit on the south side.

BOARD OF SELECTMEN

For publication: Sudbury *Town Crier* March 17, 2011

By:


Mary McCormack
Exec. Asst. to the Town Manager

Date: 3/7/11

cc: Applicant: Sudbury Sundries & Attorney Fox
Building Inspector
Fire Chief
Police Chief
Board of Health Dir.
Abutters by Certified Mail

NOTE: Please send reports to the Selectmen no later than March 24th stating any concerns regarding this new license at 100 Boston Post Road.

Rollins, Rollins & Fox
 Attorneys At Law
 Wellesley Office Park
 60 William Street, Suite 220
 Wellesley, Massachusetts 02481
 781-489-1030
 FACSIMILE 781-489-1039

DANIEL G. ROLLINS (1910-1975)
 SELMA R. ROLLINS (1913-1991)
 MYRON J. FOX (mfox@rrf-law.com)

ARNOLD R. GLICK* (aglick@rrf-law.com)
 JOSHUA M. FOX (jfox@rrf-law.com)
 CORY B. FOX (cfox@rrf-law.com)
 *Also Admitted in Florida

February 24, 2011

Hand Delivered

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

RE: Sudbury Sundries, Inc. - 100 Boston Post Road
 Applications: Wine & Malt Off Site Retail License

Dear Members of the Board:

In furtherance of the above-referenced applications, enclosed please find two copies of the completed ABCC Form 43 application for off premises consumption of wine and malt beverages together with the following:

1. Transmittal Form;
2. Copy of Applicant's Articles of Organization and latest annual report;
3. Floor Plans;
4. Notice of lease evidencing legal right to occupy;
5. Manager's Form;
6. (2) Personal Information Forms;
7. Clerk's Certificate appointing Manager and authorizing this Application;
8. Supporting financial records;
9. Check for \$150.00 for Town of Sudbury application fee; and
10. Check for \$200.00 for ABCC application fee.

RECEIVED FEB 24 2011

CLERK OF THE BOARD

I ask that you kindly schedule a hearing on this matter at the earliest opportunity.

If you require any additional information, please do not hesitate to contact me.

Thank you.

Sincerely,



Joshua M. Fox

cc Ashraf Youssef

ENCLOSURE
JUL 10 2011
JUL 10 2011
JUL 10 2011

Application for Retail Alcoholic Beverage License

City/Town

Sudbury

1. Licensee Information:

Legal Name/Entity of Applicant:(e.g Corporation, LLC, Individual)

Sudbury Sundries, Inc.

Business Name (if different):

SUDBURY SUNDRIES

Manager of Record:

Ashraf Youssef

ABCC License Number (for existing licenses only):

Address of Licensed Premises:

100 Boston Post Road

CITY/TOWN: Sudbury

STATE

MA

ZIP 01776

Business Phone: 978-443-0792

Cell Phone:

Email:

verasminimart@aol.co

Website:

2. Transaction:

- ☒ New License
 ☐ New Officer/Director
 ☐ Transfer of Stock
 ☐ Issuance of Stock
- ☐ Transfer of License
 ☐ New Stockholder
 ☐ Management/Operating Agreement

The following transactions must be processed as new licenses:

- ☐ Seasonal to Annual
 ☐ 6-Day to 7-Day License
 ☐ Wine & Malt to All Alcohol

IMPORTANT ATTACHMENTS: The applicant must attach a vote of the entity authorizing all requested transactions, including the appointment of a Manager of Record or principal representative.

3. Type of License:

- ☐ §12 Restaurant
 ☐ §12 Hotel
 ☐ §12 Club
 ☐ §12 Veterans Club
- ☐ §12 General On-Premise
 ☐ §12 Tavern (No Sundays)
 ☒ §15 Package Store

4. License Category:

- ☐ All Alcoholic Beverages
 ☒ Wine & Malt Beverages Only
 ☐ Wine or Malt Only
- ☐ Wine & Malt Beverages with Cordials/Liqueurs Permit

5. License Class:

- ☒ Annual
 ☐ Seasonal

6. Contact Person concerning this application (attorney if applicable)

NAME: Joshua M. Fox, Esq., Rollins, Rollins & Fox

ADDRESS: 60 William Street, Suite 220

CITY/TOWN: Wellesley STATE MA ZIP CODE 02481

CONTACT PHONE NUMBER: 781-489-1030 FAX NUMBER: 781-489-1039

EMAIL: jfox@rrf-law.com

7. Description of Premises:

Please provide a complete description of the premises to be licensed. The description should include the location of all entrances and exits.

Licensed premises is approximately 933.30 square feet of retail area with only one entrance. Please see attached plan.

IMPORTANT ATTACHMENTS: The applicant must attach a floor plan with dimensions and square footage for each floor & room.

Occupancy Number: Seating Capacity: n/a

8. Occupancy of Premises:

By what right does the applicant have possession and/or legal occupancy of the premises?

Tenant-at-Will

IMPORTANT ATTACHMENTS: The applicant must submit a copy of the final lease or documents evidencing a legal right to occupy the premises.

Other:

Landlord is a(n): LLC Other

Name: Sarah Realty LLC Phone: 978-443-0792

Address: 100 Boston Post Road City/Town: Sudbury State MA Zip 01776

Initial Lease Term: Beginning Date 03/24/2004 Ending Date n/a

Renewal Term: Options/Extensions at Years Each

Rent: per year Rent: per month

Do the terms of the lease or other arrangement require payments to the Landlord based on a percentage of the alcohol sales?
Yes ☐ No ☒

IMPORTANT ATTACHMENTS: If yes, the Landlord is deemed a person or entity with a financial or beneficial interest in this license. Each individual with an ownership interest in the Landlord must be disclosed in §10 and must submit a completed Personal Information Form attached to this application. Entity formation documents for the Landlord entity must accompany the application to confirm the individuals disclosed.

9. Licensee Structure:

The Applicant is a(n):

Corporation

Other :

If the applicant is a Corporation or LLC, complete the following:

State of Incorporation/Organization: Massachusetts

Date of Incorporation/Organization: 03/24/2004

Is the Corporation publicly traded? Yes ☐ No ☒**10. Interests in this License:**

List all individuals involved in the entity (e.g. corporate stockholders, directors, officers and LLC members and managers) and any person or entity with a direct or indirect, beneficial or financial interest in this license (e.g. landlord with a percentage rent based on alcohol sales).

IMPORTANT ATTACHMENTS: All individuals or entities listed below are required to complete a Personal Information Form.

Name	Title	Stock or % Owned	Other Beneficial Interest
Ashraf Youssef	President, Treasurer & Director	50% ownership	
Ayman Youssef	Secretary & Director	50% ownership	

*If additional space is needed, please use last page.

11. Existing Interests in Other Licenses:

Does any individual listed in §10 have any direct or indirect, beneficial or financial interest in any other license to sell alcoholic beverages? Yes ☒ No ☐ If yes, list said interest below:

Name	License Type	Licensee Name & Address
Ashraf Youssef	\$15 Package Store	Mina's Food, Inc., d/b/a Veras mini mart, 1 Plummers Crnr., Whitinsville, MA
Ayman Youssef	\$15 Package Store	Mina's Food, Inc., d/b/a Veras mini mart, 1 Plummers Crnr., Whitinsville, MA
	Please Select	
	Please Select	
	Please Select	
	Please Select	
	Please Select	

*If additional space is needed, please use last page.

12. Previously Held Interests in Other Licenses:

Has any individual listed in §10 who has a direct or indirect beneficial interest in this license ever held a direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages, which is not presently held? Yes ☐ No ☒ **If yes, list said interest below:**

Name	Licensee Name & Address	Date	Reason Terminated
			Please Select
			Please Select
			Please Select

13. Disclosure of License Disciplinary Action:

Have any of the disclosed licenses to sell alcoholic beverages listed in §11 and/or §12 ever been suspended, revoked or cancelled? Yes ☐ No ☒ **If yes, list said interest below:**

Date	License	Reason of Suspension, Revocation or Cancellation

14. Criminal Record:

Has any individual listed in §10 or who has a direct or indirect beneficial interest in this license ever been convicted of a municipal, state, federal or military crime? Yes ☐ No ☒

If yes, the individual must provide an affidavit as to any and all charges as well as the disposition.

15. Citizenship and Residency Requirements for a (\$15) Package Store License ONLY:

- Are all Directors/LLC Managers U.S. Citizens? Yes ☒ No ☐
- Are a majority of Directors/LLC Managers Massachusetts Residents? Yes ☒ No ☐
- Is the License Manager or Principal Representative a U.S. Citizen? Yes ☒ No ☐
- Are all members and partners involved at least twenty-one years old? Yes ☒ No ☐

16. Citizenship and Residency Requirements for (\$12) Restaurant, Hotel, Club, General On Premise, Tavern, Veterans Club License ONLY:

- Are all Directors/LLC Managers U.S. Citizens? Yes ☐ No ☐
- Are a majority of Directors/LLC Managers Massachusetts Residents? Yes ☐ No ☐
- Is the License Manager or Principal Representative a U.S. Citizen? Yes ☐ No ☐

17. Costs Associated with License Transaction:

A. Purchase Price for Real Property:	\$0.00
B. Purchase Price for Business Assets:	\$0.00
C. Costs of Renovations/Construction:	\$0.00
D. Initial Start-Up Costs:	\$3,000.00
E. Purchase Price for Inventory:	\$2,000.00
F. Other: (Specify)	
G: TOTAL COST	\$5,000.00
H. TOTAL CASH	\$5,000.00
I. TOTAL AMOUNT FINANCED	\$0.00

IMPORTANT ATTACHMENTS: Submit any and all records, documents and affidavits including loan agreements that explain the source(s) of money for this transaction. Sources of cash should include a minimum of three (3) months of bank statements.

The amounts listed in subsections (H) and (I) must total the amount reflected in (G).

18. Provide a detailed explanation of the form(s) and source(s) of funding for the costs identified in §17 (include loans, mortgages, lines of credit, notes, personal funds, gifts):

personal funds, operating cash flow from existing operations

*If additional space is needed, please use last page.

19. List each lender and loan amount(s) from which "total amount financed" noted in subsections 17(I) will derive:

Name	Dollar Amount	Type of Financing
n/a		

*If additional space is needed, please use last page.

Does any individual or entity listed in §19 as a source of financing have a direct or indirect, beneficial or financial interest in this license or any other license(s) granted under Chapter 138? Yes ☐ No ☐

If yes, please describe:

--

20. Pledge: (i.e. collateral for a loan)

Is the applicant seeking approval to pledge the license?

☐ Yes ☒ No

If yes, describe terms and conditions and to whom:

If a corporation, is the applicant seeking approval to pledge any of the corporate stock?

☐ Yes ☒ No

If yes, to whom:

Number of Shares

Is the applicant pledging the inventory? ☐ Yes ☒ No

If yes, to whom:

IMPORTANT ATTACHMENTS: If you are applying for a pledge, submit the pledge agreement, the promissory note and a vote of the Corporation/LLC approving the pledge.**21. Construction of Premise**Are the premises being remodeled, redecorated or constructed in any way? If YES, please provide a description of the work being performed on the premises: ☐ Yes ☒ No

If all the information is not completed the
application may be returned


APPLICANT'S STATEMENT

I, Ashraf Youssef the: ☐ sole proprietor; ☐ partner; ☒ corporate principal; ☐ LLC/LLP member of Hopkinton, Massachusetts, hereby submit this application for wine and malt off premises (hereinafter the "Application"), to the local licensing authority (the "LLA") and the Alcoholic Beverages Control Commission (the "ABCC" and together with the LLA collectively the "Licensing Authorities") for approval.

I do hereby declare under the pains and penalties of perjury that I have personal knowledge of the information submitted in the Application, and as such affirm that all statement and representations therein are true to the best of my knowledge and belief. I further submit the following to be true and accurate:

- (1) I understand that each representation in this Application is material to the Licensing Authorities' decision on the Application and that the Licensing Authorities will rely on each and every answer in the Application and accompanying documents in reaching its decision;
- (2) I state that the location and description of the proposed licensed premises does not violate any requirement of the ABCC or other state law or local ordinances;
- (3) I understand that while the Application is pending, I must notify the Licensing Authorities of any change in the information submitted therein. I understand that failure to give such notice to the Licensing Authorities may result in disapproval of the Application;
- (4) I understand that upon approval of the Application, I must notify the Licensing Authorities of any change in the Application information as approved by the Licensing Authorities. I understand that failure to give such notice to the Licensing Authorities may result in sanctions including revocation of any license for which this Application is submitted;
- (5) I understand that the licensee will be bound by the statements and representations made in the Application, including, but not limited to the identity of persons with an ownership or financial interest in the license;
- (6) I understand that all statements and representations made become conditions of the license;
- (7) I understand that any physical alterations to or changes to the size of, the area used for the sale, delivery, storage, or consumption of alcoholic beverages, must be reported to the Licensing Authorities and may require the prior approval of the Licensing Authorities;
- (8) I understand that the licensee's failure to operate the licensed premises in accordance with the statements and representations made in the Application may result in sanctions, including the revocation of any license for which the Application was submitted; and
- (9) I understand that any false statement or misrepresentation will constitute cause for disapproval of the Application or sanctions including revocation of any license for which this Application is submitted.

Signature:



Date

February 23, 2011

Title

President & Treasurer



CLERK'S CERTIFICATE

The undersigned, Clerk of **Sudbury Sundries, Inc.**, a **Massachusetts** corporation (the "Corporation"), hereby certifies that by unanimous written consent of all of the Directors and Stockholders of the Corporation, the following resolution was unanimously adopted:


Resolved:

That the Corporation be, and on behalf of the Corporation, the **President** is authorized and empowered to:

(a) Apply for and obtain a license from the ABCC and Town of Sudbury for the sale of beer and wine, and to make, execute, seal, acknowledge and deliver, in the name of the Corporation, all such instruments to be in such form and on such terms and conditions as said officer shall, by his execution and delivery thereof, deem satisfactory; hereby ratifying, approving and confirming all that said officer has done or may do respecting any of the foregoing.


(b) To appoint and hire Ashraf Youssef as Manager as that term is defined by the MA liquor law at Sudbury Sundries, Inc.

I further certify that the foregoing resolutions have not been altered, amended or rescinded but remain in full force and effect and that the persons currently authorized and empowered to act thereunder and their specimen signatures are as follows:


 2/23/11

Ashraf Youssef, President

WITNESS my hand and the seal of the Corporation as of this 23 day of **February**, 2011.



Aymen Youssef, Clerk


Examiner


Name
Approved

C.
P.
M.
R.A.

P.C.

D

The Commonwealth of Massachusetts

William Francis Galvin

Secretary of the Commonwealth

One Ashburton Place, Boston, Massachusetts 02108-1512

ARTICLES OF ORGANIZATION

(General Laws, Chapter 156B)

ARTICLE I

The exact name of the corporation is:

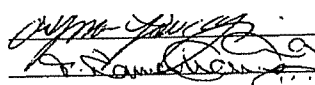
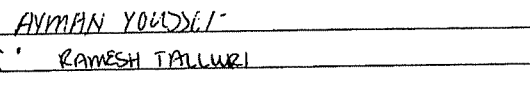
Sudbury Sundries, Inc.

ARTICLE II

The purpose of the corporation is to engage in the following business activities:

1. To operate a convenience store and gas station for sale of oil, gasoline, and related automotive products and groceries; deli type foods, sandwiches, coffee, juice, beverages of whatsoever kind and nature and assorted sundries both at retail and wholesale to the general public, including beer and wine if licensed.
2. To perform any business lawfull in the Commonwealth of Massachusetts which may be performed by a corporation organized under Massachusetts By-Laws Chapter 156B.

Note: If the space provided under any article or item on this form is insufficient, additions shall be set forth on the inside only of separate 8 1/2 x 11 sheets of paper with a left margin of at least 1 inch. Additions to more than one article may be made on a single sheet so long as each article requiring each addition is clearly indicated.

 ARMAN YOUSEFI
 RAMESH TALLURI

Note: If an existing corporation is acting as incorporator, type in the exact name of the corporation, the state or other jurisdiction where it was incorporated, the name of the person signing on behalf of said corporation and the title he/she holds or other authority by which such action is taken.

ARTICLE III

State the total number of shares and par value, if any, of each class of stock which the corporation is authorized to issue.

WITHOUT PAR VALUE		WITH PAR VALUE		
TYPE	NUMBER OF SHARES-	TYPE.	NUMBER OF SHARES	PAR VALUE
Common:	20,000	Common:		
Preferred:		Preferred:		

ARTICLE IV

If more than one class of stock is authorized, state a distinguishing designation for each class. Prior to the issuance of any shares of a class, if shares of another class are outstanding, the corporation must provide a description of the preferences, voting powers, qualifications, and special or relative rights or privileges of that class and of each other class of which shares are outstanding and of each series then established within any class.

ARTICLE V

The restrictions, if any, imposed by the Articles of Organization upon the transfer of shares of stock of any class are:

See attached .

ARTICLE VI

Other lawful provisions, if any, for the conduct and regulation of the business and affairs of the corporation, for its voluntary dissolution, or for limiting, defining, or regulating the powers of the corporation, or of its directors or stockholders, or of any class of stockholders:

N/A

*****If there are no provisions state "None".***

Note: The preceding six (6) articles are considered to be permanent and may ONLY be changed by filing appropriate Articles of Amendment.

TRANSFER OF STOCK

Any Stockholder desiring to sell or transfer any of the shares of the corporate stock of the corporation owned by him shall obtain the consent of the corporation in the following manner:

The Stockholder shall notify the Clerk of the corporation in writing his desire to sell or transfer, the price and the name of the person. The Clerk shall thereupon call a meeting of the Directors and Stockholders for the purpose of acting on said request, such meeting to be held not more than thirty (30) days from the receipt by the Clerk of said notice. If a majority of the Directors and two-thirds (2/3) of the shares of the stock outstanding shall vote in favor of permitting such sale or transfer, the owner may transfer title to those shares at any time during a period of thirty (30) days from the date of said vote, but only to the proposed transferee, in the number of shares and at the proposed price stated in his written notice of desire to sell or transfer. Upon the death of a Stockholder, or if a proposed transfer is not approved, the Stockholder or the representative of the Stockholder's estate may sell, and the Corporation shall purchase or redeem all of the shares of said Stockholder. In the case of death, said stock shall be purchased within ninety (90) days of the appointment of a legal representative of said deceased Stockholder or within 90 days of application for redemption, whichever is greater and in the event of disapproval of transfer said stock shall be purchased within sixty (60) days of the date of said disapproval. Failure of the corporation to purchase or redeem said stock within the indicated time periods shall constitute a waiver of these restrictions by the Board of Directors and the Shareholders. For such purchase or redemption the corporation shall pay said proportional net worth of the corporation as determined from the last balance sheet of the corporation prepared by the corporation's then regularly employed accountant.

The Board of Directors and two-thirds (2/3) of the Shareholders in any particular instance may waive these restrictions except as may be prohibited by statute and provided no Stockholder upon death or disqualification shall receive less for his stock than herein provided.

ARTICLE VII

The effective date of organization of the corporation shall be the date approved and filed by the Secretary of the Commonwealth. If a *later* effective date is desired, specify such date which shall not be more than *thirty days* after the date of filing.

ARTICLE VIII

The information contained in Article VIII is not a permanent part of the Articles of Organization.

a. The street address (*post office boxes are not acceptable*) of the principal office of the corporation in *Massachusetts* is:

100 Boston Post Road, Sudbury, MA

b. The name, residential address and post office address of each director and officer of the corporation is as follows:

	<u>NAME</u>	<u>RESIDENTIAL ADDRESS</u>	<u>POST OFFICE ADDRESS</u>
President:	Ayman Youssef	243 West Main Street, Hopkinton, MA 01748	
Treasurer:	Ramesh Talluri	6 Canal Bank, #307, Cambridge, MA 02141	
Clerk:	Ramesh Talluri	"	
Directors:			
	Ayman Youssef	243 West Main Street, Hopkinton, MA 01748	
	Ashraf Youssef	243 West Main Street, Hopkinton, MA 01748	
	Ramesh Talluri	6 Canal Bank, #307, Cambridge, MA 02141	

c. The fiscal year (i.e., tax year) of the corporation shall end on the last day of the month of: December

d. The name and business address of the resident agent, if any, of the corporation is:

ARTICLE IX

By-laws of the corporation have been duly adopted and the president, treasurer, clerk and directors whose names are set forth above, have been duly elected.

IN WITNESS WHEREOF AND UNDER THE PAINS AND PENALTIES OF *PERJURY*, I/we, whose signature(s) appear below as incorporator(s) and whose name(s) and business or residential addressees are clearly typed or printed beneath each signature do hereby associate with the intention of forming this corporation under the provisions of General Laws, Chapter 156B and do hereby sign these Articles of Organization as incorporator(s) this 24 day of

January, 2004,

Ayman Youssef AYMAN YOUSSEF
Ramesh Talluri RAMESH TALLURI

Note: If an existing corporation is acting as incorporator, type in the exact name of the corporation, the state or other jurisdiction where it was incorporated, the name of the person signing on behalf of said corporation and the title he/she holds or other authority by which such action is taken.

4092

THE COMMONWEALTH OF MASSACHUSETTS
ARTICLES OF ORGANIZATION
 (General Laws, Chapter 156B)

877418

I hereby certify that, upon examination of these Articles of Organization, duly submitted to me, it appears that the provisions of the General Laws relative to the organization of corporations have been complied with, and I hereby approve said articles; and the filing fee in the amount of \$~~75.00~~ having been paid, said articles are deemed to have been filed with me this 23rd day of March, 2004.

Effective date: _____

William Francis Galvin
 WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

FILING FEE: One tenth of one percent of the total authorized capital stock, but not less than \$200.00. For the purpose of filing, shares of stock with a par value less than \$1.00, or no par stock, shall be deemed to have a par value of \$1.00 per share.

TO BE FILLED IN BY CORPORATION

Contact information:

John F. Del Prete, Jr.
Del Prete & O'Neill, P. C.
2 Franklin Commons
Framingham, MA 01702

Telephone: 508-879-0600

A copy of this filing will be available on-line at www.state.ma.us/sec/cor once the document is filed.

SECRETARY OF STATE
 RECEIVED
 ON MAR 23 PM 1:25
 CORPORATIONS DIVISION

SECRETARY OF STATE
 RECEIVED
 ON MAR 23 PM 1:06
 CORPORATIONS DIVISION

DF

The Commonwealth of Massachusetts

Filing Fee: \$125.00

Late Fee: \$25.00

William Francis Galvin
Secretary of the Commonwealth
One Ashburton Place - Room 1717, Boston, Massachusetts 02108-1512

FORM MUST BE TYPED

Annual Report for Domestic
and Foreign Corporations

(General Laws Chapter 156D Section 16.22; 950 CMR 113.57)

100030972

- 1 Exact name of the corporation: SUDBURY SUNDRIES INC
- 2 Jurisdiction of incorporation: MASSACHUSETTS
- 3 Street address of the corporation's registered office in the commonwealth:
100 BOSTON POST ROAD
SUDBURY MA 01776
(number, street, city or town, state, zip code)
- 4 Name of the registered agent at the registered office: AYMAN YOUSSEF
- 5 Street address of the corporation's principal office:
100 BOSTON POST ROAD
SUDBURY MA 01776
(number, street, city or town, state, zip code)
- 6 Provide the names and addresses of the corporation's board of directors and its president, treasurer, secretary, and if different, its chief executive officer and chief financial officer.

	NAME	ADDRESS
President:	<u>ASHRAF YOUSSEF</u>	<u>243 W. MAIN ST</u> <u>HOPKINTON</u> <u>MA 01748</u>
Treasurer:	<u>ASHRAF YOUSSEF</u>	<u>243 W. MAIN ST</u> <u>HOPKINTON</u> <u>MA 01748</u>
Secretary:	<u>AYMAN YOUSSEF</u>	<u>243 W. MAIN ST</u> <u>HOPKINTON</u> <u>MA 01748</u>
Chief Executive Officer:		
Chief Financial Officer:		
Directors:	<u>AYMAN YOUSSEF</u>	<u>243 W. MAIN ST</u> <u>HOPKINTON</u> <u>MA 01748</u>
	<u>ASHRAF YOUSSEF</u>	<u>243 W. MAIN ST</u> <u>HOPKINTON</u> <u>MA 01748</u>

- 7 Briefly describe the business of the corporation: CONVENIENCE STORE

8-9 Capital stock of each class and series:

CLASS OF STOCK	TOTAL AUTHORIZED BY ARTICLES OF ORGANIZATION OR AMENDMENTS Number of Shares	TOTAL ISSUED AND OUTSTANDING Number of Shares
COMMON	20,000	1,000
PREFERRED		

- 10 Check if the stock of the corporation is publicly traded. ☐

11 Report is filed for fiscal year ending: 12/31/09
(month, day, year)

Signed by: 

☐ Chairman of the board of directors ☒ President ☐ Other officer ☐ Court-appointed fiduciary

on this _____ day of _____, _____

MA SOC Filing Number: 201013848760 Date: 10/1/2010 5:16:00 PM



The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: \$500.00

Secretary of the Commonwealth, Corporations Division
 One Ashburton Place, 17th floor
 Boston, MA 02108-1512
 Telephone: (617) 727-9640

Annual Report

(General Laws, Chapter)

Federal Employer Identification Number: (must be 9 digits)

Annual Report Filing Year: 20101.a. Exact name of the limited liability company: SARAH REALTY, LLC1.b. The exact name of the limited liability company as amended, is: SARAH REALTY, LLC**2a. Location of its principal office:**

No. and Street: 100 BOSTON POST RD.
 City or Town: SUDBURY State: MA Zip: 01776 Country: USA

2b. Street address of the office in the Commonwealth at which the records will be maintained:

No. and Street: 105 LESLIE RD
 City or Town: WALTHAM State: MA Zip: 02451 Country: USA

3. The general character of business, and if the limited liability company is organized to render professional service, the service to be rendered:REAL ESTATE**4. The latest date of dissolution, if specified:****5. Name and address of the Resident Agent:**

Name: RAMESH TALLURI
 No. and Street: 100 BOSTON POST RD.
 City or Town: SUDBURY State: MA Zip: 01766 Country: USA

6. The name and business address of each manager, if any:

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code

7. The name and business address of the person(s) in addition to the manager(s), authorized to execute documents to be filed with the Corporations Division, and at least one person shall be named if there are no managers.

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
SOC SIGNATORY	ASHRAF YOUSSEF	100 BOSTON POST RD SUDBURY, MA 01766 USA

8. The name and business address of the person(s) authorized to execute, acknowledge, deliver and record any recordable instrument purporting to affect an interest in real property:

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
REAL PROPERTY	ASHRAF YOUSSEF	100 BOSTON POST RD SUDBURY, MA 01766 USA

9. Additional matters:

SIGNED UNDER THE PENALTIES OF PERJURY, this 1 Day of October, 2010,
ASHRAF YOUSSEF , Signature of Authorized Signatory.

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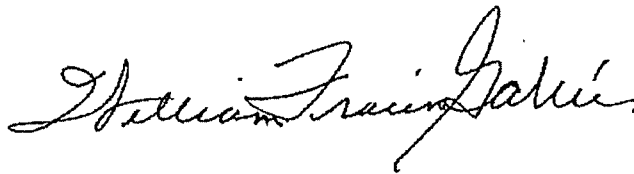
MA SOC Filing Number: 201013876970 Date: 10/4/2010 10:10:00 AM

THE COMMONWEALTH OF MASSACHUSETTS

I hereby certify that, upon examination of this document, duly submitted to me, it appears that the provisions of the General Laws relative to corporations have been complied with, and I hereby approve said articles; and the filing fee having been paid, said articles are

deemed to have been filed with me on:

October 04, 2010 10:10 AM

A handwritten signature in black ink, reading "William Francis Galvin". The signature is written in a cursive, flowing style.

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

NOTICE OF TENANCY AT WILL

In accordance with the provisions of Massachusetts General Laws, notice is hereby given of the following described tenancy at will:

PARTIES TO:
TENANCY AT WILL:

Landlord: Sarah Realty, LLC
Tenant: Sudbury Sundries, Inc.

DATE OF OCCUPANCY: March 24, 2004

DESCRIPTION OF THE PREMISES DEMISED: 100 Boston Post Road, Sudbury, Massachusetts, exclusive of approximately 3,600 square feet of building allocated to automobile service center. Parking and exterior areas to be shared with tenant of automobile service center.

TERM OF LEASE: Tenancy At Will

For Title Reference, see instrument recorded at the Middlesex South Registry of Deeds at Book 44004, Page 83.

WITNESS the execution hereof, under seal, by said parties to said Lease.

LANDLORD:
 Sarah Realty, LLC

TENANT:
 Sudbury Sundries, Inc.

By: *Ashraf Youssef* 2/23/11
 Ashraf Youssef, Manager

By: *Ashraf Youssef* 2/23/11
 Ashraf Youssef, President

THE COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this 23rd day of February, 2011, before me, the undersigned notary public, personally appeared the above-named Ashraf Youssef, proved to me through satisfactory evidence of identification, which was personal knowledge, be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as Manager of Sarah Realty, LLC and President of Sudbury Sundries, Inc.



Myron J. Fox
 , Notary Public
 My Commission Expires:

**CERTIFICATE OF ORGANIZATION
FOR
SARAH REALTY, LLC**

FILED

OCT 20 2004

**SECRETARY OF THE COMMONWEALTH
CORPORATIONS DIVISION**

FEIN: _____

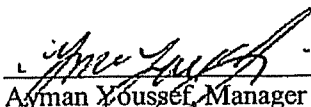
Name: SARAH REALTY, LLC

Address: 100 Boston Post Road
Sudbury, MA 01776

Character: Real Estate Holding Company

Manager: Ayman Youssef

Business Agent for
Service of Process: Ayman Youssef
100 Boston Post Road
Sudbury, MA 01776



Ayman Youssef, Manager

Ck.# 4328

The Commonwealth of Massachusetts
 Limited Liability Company
 (General Laws, Chapter 156C)

903621

Filed this 20 day OCTOBER, 2004

William Francis Galvin

WILLIAM FRANCIS GALVIN
 SECRETARY OF THE COMMONWEALTH

JOHN DEC PRETE

2 FRANKLIN COMMONS

FRAMINGHAM MA - 01702

Phone: 508 - 879-0600

SECRETARY OF STATE
 OCT 21 4:11:20
 RECORDS DIVISION

MA SOC Filing Number: 201013876970 Date: 10/4/2010 10:10:00 AM



The Commonwealth of Massachusetts
William Francis Galvin

No Fee

Secretary of the Commonwealth, Corporations Division
 One Ashburton Place, 17th floor
 Boston, MA 02108-1512
 Telephone: (617) 727-9640

Statement of Change of Resident Agent/Resident Office

(General Laws, Chapter 156C, Section 5A and Section 51)

Exact name of limited liability company: SARAH REALTY, LLC

Current resident agent name: RAMESH TALLURI

Current resident agent office address: 100 BOSTON POST RD. , SUDBURY , MA 01766

New resident agent office address in the commonwealth and the name of the appointed resident agent at that office:

(The company may not appoint itself resident agent. Resident agent may be an individual or a different business entity.)

Name: ASHRAF YOUSSEF

No. and Street: 100 BOSTON POST RD.

City or Town: SUDBURY State: MA Zip: 01766 Country: USA

The street address of the resident office of the limited liability company and the business address of the resident agent are identical as required by General Laws, Chapter 156C, Section 51 and GL. Chapter 156D Section 15.08.

Consent of resident agent:

I, ASHRAF YOUSSEF , consent to my appointment as the resident agent of the above limited liability company pursuant to G. L. Chapter 156C Section 5A and Section 51.

This statement is effective at the time and on the date approved by the Division.

SIGNED UNDER THE PENALTIES OF PERJURY, this 4 Day of October, 2010,
ASHRAF YOUSSEF , Signature of Authorized Signatory.

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 All Rights Reserved

McCormack, Mary

From: Kelly, James
Sent: Wednesday, March 23, 2011 4:54 PM
To: McCormack, Mary; Myron Fox; Fox, Joshua; Miles, William; Glavin, Richard; Leupold, Bob; Place, Bill
Cc: Kablack, Jody; Herweck, Mark
Subject: RE: Liquor Application - Sudbury Sundries
Attachments: DSC07145.JPG

All,

My first thought when I read the hearing notice is that there is no parking, and perhaps the addition of wine and beer may cause parking problems. Looking at previous site plan approved in 1996 it appears that parking was a concern then as well. The decision in 1996 provided for 30 spaces, most of which were on the Genna land at 88 Boston Post Road.

Currently, at least one Van Accessible parking space, striped access aisle and sign must be installed. This was required in the 1996 site plan and must be installed, there are markings on the pavement where the space may have once existed (see photo attached).

The hearing notice states that there is one entrance/exit on the south side, however there is also a second means of egress on the west side that must be maintained and available to occupants.

The convenience store is a permitted use in that location.

Jim Kelly
 Building Inspector
 978-443-2209

-----Original Message-----

From: McCormack, Mary
Sent: Tuesday, March 08, 2011 3:33 PM
To: Myron Fox; Fox, Joshua; Kelly, James; Miles, William; Glavin, Richard; Leupold, Bob
Subject: Liquor Application - Sudbury Sundries

Greetings all,

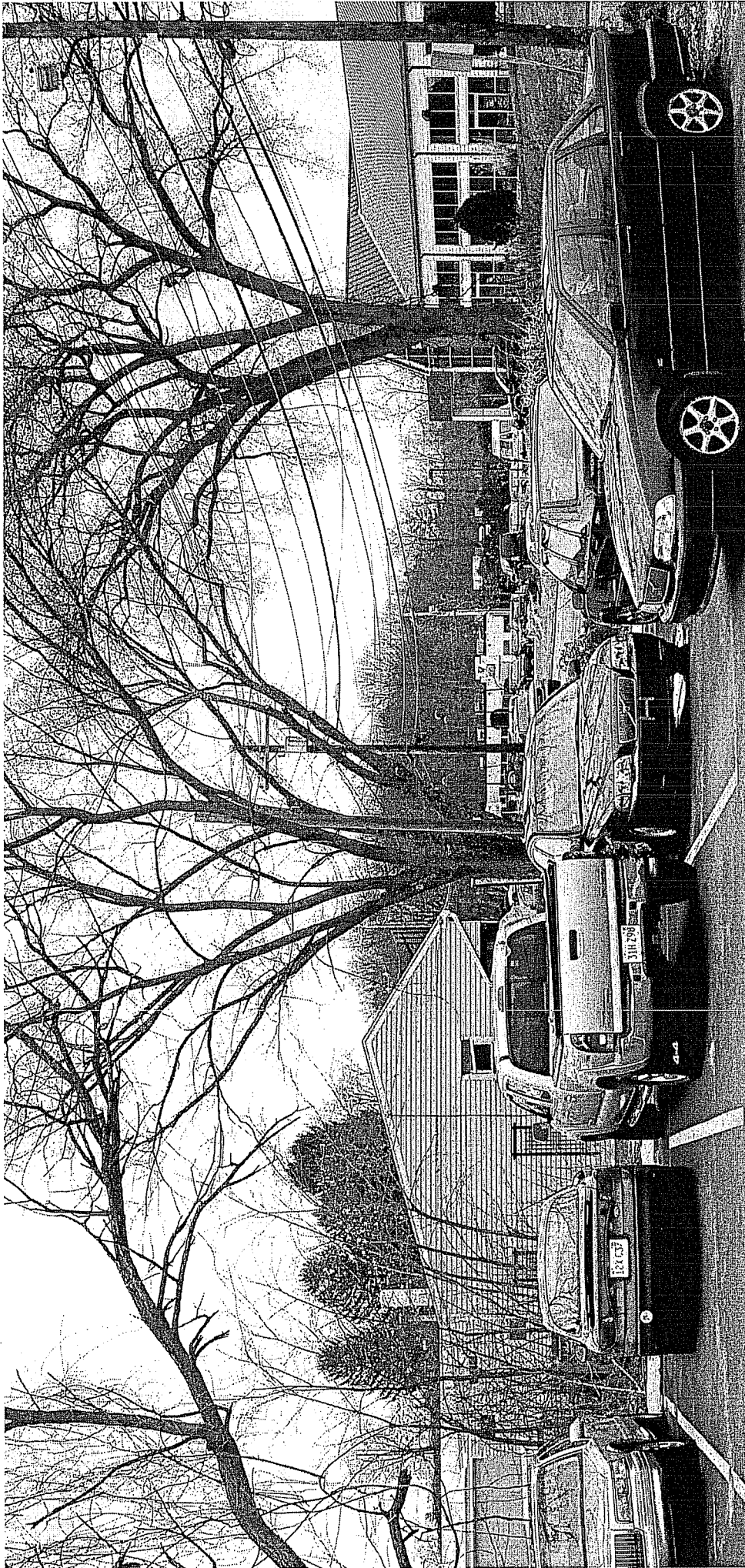
Attached is the meeting notice for Sudbury Sundries, 100 Boston Post Road (the Sunoco Station) -

Town Departments - I'll look forward to your reports. Thank you all.

Mary

Mary McCormack
 Executive Asst. to the Town Mgr.
 278 Old Sudbury Road
 Sudbury, MA 01776
 Tel. 978-639-3382 Fax: 978-443-0756
 Email: mccormackm@sudbury.ma.us

Attachment 1.f: 2011 Sudbury Sundries WM Application and Hearing (5781 : Hearing Continuation: Sudbury Sundries W&M Beverages Package



McCormack, Mary

Subject: FW: Liquor Application - Sudbury Sundries

-----Original Message-----

From: Leupold, Bob
 Sent: Wednesday, March 16, 2011 12:16 PM
 To: McCormack, Mary
 Subject: RE: Liquor Application - Sudbury Sundries

To: Board of Selectmen

The Board of Health received several nuisance complaints prior to May 24, 2010 concerning the dumpster at 100 Boston Post Road. Correction of the nuisance required an enforcement letter after non-response to verbal notices. Inspections have also required that the door between the Sudbury Sundries store and the adjacent auto service bays kept closed. I do not expect these two issues to be future problems. Bob Leupold, Health Director

-----Original Message-----

From: McCormack, Mary
 Sent: Tuesday, March 08, 2011 3:33 PM
 To: Myron Fox; Fox, Joshua; Kelly, James; Miles, William; Glavin, Richard; Leupold, Bob
 Subject: Liquor Application - Sudbury Sundries

Greetings all,

Attached is the meeting notice for Sudbury Sundries, 100 Boston Post Road (the Sunoco Station),

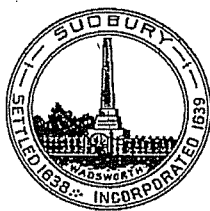
Town Departments - I'll look forward to your reports. Thank you all.

Mary

Mary McCormack
 Executive Asst. to the Town Mgr.
 278 Old Sudbury Road
 Sudbury, MA 01776
 Tel. 978-639-3382 Fax: 978-443-0756
 Email: mccormackm@sudbury.ma.us

*Jim Kelly issues
 agreeable to following
 conditions ->*

- 1) better handicapped accessible*
- 2) will restripe park*
- 3) post no parking*
- 4) leave 25? parker space
 at rear. He will park
 repair to cure those
 more. Open up
 5 spaces for conversion
 store only park*



TOWN OF SUDBURY
Office of the Chief of Police

Richard J. Glavin
Chief of Police

415 Boston Post Road
Sudbury, Massachusetts 01776
Tel: (978) 443-1042
Fax: (978) 443-1045
E-mail: glavinr@sudbury.ma.us

March 24, 2011

Board of Selectmen
Town of Sudbury
278 Old Sudbury Rd.
Sudbury Mass 01776

Re: Liquor Application Sudbury Sundries

The Sudbury Police Department has been asked to provide comment on the application submitted by Sudbury Sundries to sell beer and wine from their premises located at 100 Boston Post Road.

The Department has the following concerns:

Insufficient/unorganized parking plan: Currently this location is being operated as a service station/repair shop, mini market and also houses honey dew donuts. In speaking with my staff as well as relying on my own personal observations the current parking plan is limited and chaotic. Our concern is that the current layout is not suitable. Unless modifications are made to accommodate additional patrons there is likelihood that additional vehicular traffic will not only pose a problem in the constricted parking area but may also adversely affect the safe and efficient flow of traffic on Boston Post Road.

Level of management/supervision: As mentioned earlier this location is currently operating in various capacities, it is our contention that the sale of alcohol raises the need for supervision/management significantly. Due to the multiple services being performed simultaneously at this location we would be concerned that due diligence may not be afforded the level of responsibility commensurate with the sale of alcohol.

Additionally, if the Board of Selectmen moves to approve this application it would be our recommendation that any employee involved in the sale of alcohol receive specialized training relative to these duties and responsibilities.

Respectfully submitted,

Richard J. Glavin
Chief of Police

- Ask w/ TIPS training
- will ensure all employees are
trained who are on register
- Ask will be on site 55 hrs
per week.

McCormack, Mary**Subject:** FW: Liquor Application - Sudbury Sundries

-----Original Message-----

From: Miles, William

Sent: Monday, March 14, 2011 1:07 PM

To: McCormack, Mary

Cc: Whalen, John

Subject: RE: Liquor Application - Sudbury Sundries

Good Afternoon Mary,

Asst Chief Whalen and I toured the premises this morning. We found The State of Massachusetts License to Distribute Motor Vehicle Fuel had expired on December 31, 2010.

Also, we have concerns about the limited parking. If the lot was full of cars, we would have trouble accessing the parking lot with our apparatus during an emergency.

Chief Miles

Sudbury Fire Department

-----Original Message-----

From: McCormack, Mary

Sent: Tuesday, March 08, 2011 3:33 PM

To: Myron Fox; Fox, Joshua; Kelly, James; Miles, William; Glavin, Richard; Leupold, Bob

Subject: Liquor Application - Sudbury Sundries

Greetings all,

Attached is the meeting notice for Sudbury Sundries, 100 Boston Post Road (the Sunoco Station) -

Town Departments - I'll look forward to your reports. Thank you all.

Mary

Mary McCormack

Executive Asst. to the Town Mgr.

278 Old Sudbury Road

Sudbury, MA 01776

Tel. 978-639-3382 Fax: 978-443-0756

Email: mccormackm@sudbury.ma.us

This issue was immediately addressed by Mr. Reddy. Mary

Attachment 1.f: 2011 Sudbury Sundries WM Application and Hearing (5781 : Hearing Continuation: Sudbury Sundries W&M Beverages Package

Public Hearing: Sudbury Sundries, Inc., d/b/a Sudbury Sundries - Wine and Malt Beverages Package Store License Application

Present: Attorney Joshua Fox and Sudbury Sundries applicant Ashraf Youssef

At 9:20 p.m., Chairman Drobinski opened the Public Hearings regarding the application submitted by Sudbury Sundries, Inc., d/b/a Sudbury Sundries, 100 Boston Post Road, for a Wine and Malt Beverages Package Store License. The Board was previously in receipt of copies of the Retail Alcoholic Beverages License Application Monetary Transmittal Form, Personal Information Forms, Manager Application, Clerk's Certificate, Applicant's Statement, all dated February 23, 2011, a floor Plan sketch, the Articles of Organization for Sudbury Sundries, Inc. and the State 2010 Annual Report filed, Notice of Tenancy at Will with Landlord Sarah Realty, LLC and the Certificate of Organization for Sarah Realty, LLC, an email from Sudbury's Board of Health Director dated March 16, 2011, regarding nuisance complaints prior to May 24, 2010, a letter from Police Chief Richard Glavin dated March 24, 2011, expressing concerns regarding an inadequate parking plan and the level of management/supervision proposed for alcohol sales in addition to other services, an email message from Sudbury Fire Chief Miles dated March 14, 2011, noting parking and access for emergency vehicles as concerns, and an email from Building Inspector James Kelly dated March 23, 2011, expressing parking concerns and requesting one van-accessible parking space, striped access aisle and sign be installed.

Attorney Joshua Fox reviewed the request, noting the application is for beer and wine only to be sold in the convenience store. He described the building location, stating the plan does not include any building modifications. Mr. Fox stated the applicant does not believe traffic in the area would be impacted by the proposal, since customers are already frequenting the location for gasoline or convenience store items. He stated approval of the application would afford customers another level of convenience for one-stop shopping. Mr. Fox emphasized gas station businesses are hard to maintain in this economic climate, noting two have recently closed on Route 20.

Mr. Fox referenced a previous dumpster issue noted in Mr. Leupold's correspondence. He stated the issue was resolved by the applicant installing a larger, locked dumpster. Mr. Fox also stated the issue of keeping the door closed between the gas station and convenience store has also been addressed.

Mr. Fox noted that correspondence from the Fire and Police Chiefs and the Building Inspector regarding parking and traffic concerns were recently shared with the applicant. However, Mr. Fox stated these issues have never before been broached with the applicant in his six years of operation by any Town official. He stated the applicant is amenable to re-striping a van spot and the entire parking lot. In addition, the applicant will post "No Parking" signs appropriately. The applicant will also ensure the repair shop located behind the convenience store will utilize the 25 parking spots in the back to relieve congestion in front of the convenience store. Mr. Fox stated it is believed these proposed solutions will address the concerns noted. He further stated Mr. Youssef is trained and certified in the sale of beer and wine, and the other employee involved with sales would be similarly trained and certified. He emphasized the applicant is a local businessman asking for the Town's assistance by granting a one-year license for the sale of beer and wine, which would be subject to annual review.

Selectman Haarde stated the location has a lot of activity already. He asked for clarification of the number of employees at the convenience store, the donut shop, and the repair shop and their hours of operation. Selectman Haarde also asked how many employees would be responsible for the beer and wine sales. Sudbury Sundries Manager Ashraf Youssef stated only he and one other employee would handle the sales.

IN BOARD OF SUDBURY SELECTMEN
TUESDAY, MARCH 29, 2011
PAGE 10

Vice-Chairman O'Brien asked what the intended hours of sale for the beer and wine would be, which Mr. Youssef provided.

Chairman Drobinski asked if there is a need for another outlet for beer and wine sales in this vicinity. Reference was made to previous problems at a Cumberland Farm location. Mr. Fox stated that the Cumberland Farm problems were primarily due to loitering, which is not an issue at this location. He further stated that there is a perceived need because there is an available Town license. Mr. Fox also stated customers have mentioned the idea to Mr. Youssef.

Vice-Chairman O'Brien stated he has concerns regarding a convenience store having a beer and wine license. He believes the location could become attractive to under-age drinkers. Vice-Chairman O'Brien further stated he does not see a need in this location for these services. In addition, he is concerned there may not be enough motivation to be vigilant regarding regulations with everything else going on within the store.

Mr. Fox stated that he does not agree with the argument being made that there is a greater likelihood for violations at this site versus any other location. He noted Mr. Youssef would be on site for a minimum of 55 hours a week and that both employees involved with sales would be certified. Mr. Fox stated the parameters for this operation would be no different than they are for any other license holder. Mr. Fox reiterated the Board has the option of approving only a one-year license and annually reviewing operations.

Chairman Drobinski asked how many other convenience stores sell liquor. Mr. Youssef emphasized the beer and wine would be located in a very small section of the store, in full view of the cash register. Chairman Drobinski expressed his general discomfort with offering this service at this site, and he views it as an incompatible use for the location. Mr. Fox asked if the Board would consider approving the license effective July 1, 2011 for only a half year.

Selectman Haarde reiterated there is already a lot of activity at this site, and he believes adding alcohol services would complicate matters. Selectman Haarde also noted that many objections have been presented by Town officials, which need to be considered.

Attorney Fox asked if the application could be withdrawn without prejudice.

It was on motion unanimously

VOTED: To accept the withdrawal, without prejudice, of the application from Sudbury Sundries, Inc., d/b/a Sudbury Sundries, 100 Boston Post Road, for a Wine and Malt Beverages Package Store License, Ashraf Youssef, Manager.

Minutes

It was on motion

VOTED: To approve the regular session minutes of March 15, 2011.

Selectman Haarde abstained from the vote.

**SUDBURY SELECT BOARD**

Tuesday, March 21, 2023

PUBLIC HEARING**2: Close public hearing****REQUESTOR SECTION**

Date of request:

Requested by: Patty Golden

Formal Title: Vote to close Public Hearing and resume Select Board meeting.

Recommendations/Suggested Motion/Vote:

Background Information:

Financial impact expected:

Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

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

03/21/2023 7:00 PM

**SUDBURY SELECT BOARD**

Tuesday, March 21, 2023

MISCELLANEOUS (UNTIMED)**3: Joint meeting with Finance Committee****REQUESTOR SECTION**

Date of request:

Requestor: Chair Russo

Formal Title: Vote to open a joint meeting with the Finance Committee.

Recommendations/Suggested Motion/Vote:

Background Information:

Financial impact expected:

Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

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

03/21/2023 7:00 PM

	Article Title	Sponsor/ Submitted by	FinCom Position	Pass / Fail	CIAC Position	Funding Source	Requested Amount
	FINANCE/BUDGET						\$117,747,079
3	FY24 Budget	Town Manager			None	Levy	\$115,512,355
4	FY24 Capital Budget	Town Manager	6-0-1		None	Levy	\$728,525
5	FY24 Transfer Station Enterprise Fund Budget	Town Manager	7-0		None	Enterprise	\$328,199
6	FY24 Pool Enterprise Fund Budget	Town Manager			None	Enterprise	\$527,280
7	FY24 Recreation Field Maintenance Enterprise Fund Budget	Town Manager			None	Enterprise	\$241,514
8	FY23 Snow & Ice Transfer	Town Manager	HOLD		None	Free Cash	\$0
9	Unpaid Bills	Town Accountant	7-0		None	Free Cash	\$14,932
10	Chapter 90 Highway Funding	DPW Director	7-0		None	State	\$0
11	Stabilization Fund	Select Board	7-0		None	Levy	\$144,274

12	FY24 Revolving Fund Spending Limits	Finance Director	HOLD		None	Spending	\$0
13	Capital Stabilization Fund	Town Manager	7-0		None	Levy	\$250,000
	MISCELLANEOUS						\$6,196,226
14	Funding of GO Sudbury! Taxi and Uber Transportation Programs for FY24	Select Board	7-0		None	Free Cash	\$150,000
15	Fairbank Community Center A/V Equipment and Associated Funding	Select Board	HOLD		7-0	Free Cash	\$200,000
17	Medicaid reimbursement and additional Chapter 70 Funding Transfer to fund ELA Curriculum update	SPS School Committee	7-0		None	Free Cash	\$279,574
18	Schools HVAC Repairs and Replacements	SPS School Committee	7-0		6-0	Free Cash	\$450,000
19	Curtis Middle School A/V System Replacement	SPS School Committee	7-0		6-0	Free Cash	\$160,000
20	SPS Surveillance Cameras	SPS School Committee	6-1		6-0	Free Cash	\$310,000
21	LSRHS Camera System Replacement	LSRHS Superintendent	6-1		6-0	Free Cash	\$206,652
22	Purchase of Storage Building	Fire Chief	7-0		5-0-1	Free Cash	\$200,000
23	Purchase of Fire Engine	Fire Chief	7-0		6-0	Capital Exclusion	\$1,020,000

24	Americans with Disabilities Act Transition Plan Recommendations	Combined Facilities Director	7-0		6-0	Free Cash	\$200,000
25	DPW Roofing Project Funding	Combined Facilities Director	7-0		6-0	Free Cash	\$400,000
26	DPW Building Office Renovation	Combined Facilities Director	HOLD		6-0	Free Cash	\$125,000
27	Space Use and Facility Condition Study	Combined Facilities Director	HOLD		5-1	Free Cash	\$300,000
28	Atkinson Pool Dehumidification Equipment Replacement	Combined Facilities Director			7-0	Free Cash	\$600,000
29	Atkinson Pool Maintenance and Repair Fund	Combined Facilities Director			7-0	Free Cash	\$480,000
32	Pickup Truck with Plow	Public Works Director			None	Free Cash	
33	Swap Body Truck (replaces pickup truck)	Public Works Director	7-0		6-0	Free Cash	\$185,000
34	Swap Body Truck (replaces spreader truck with wings)	Public Works Director	7-0		6-0	Free Cash	\$210,000
35	Sports Field Mower	Public Works Director	7-0		6-0	Free Cash	\$160,000
36	Multi-Purpose Tractor	Public Works Director	7-0		6-0	Free Cash	\$215,000

37	Front End Loader	Public Works Director	7-0		6-0	Free Cash	\$345,000
	CPC ARTICLES						\$2,887,012
41	Community Preservation Act Fund - 67-73 Nobscot Road Acquisition, Design, and Construction	CPC			None	CPC	\$438,000
42	Community Preservation Act Fund - Accessible Pathways on Town Properties	CPC			6-0	CPC	\$187,744
43	Community Preservation Act Fund - Bruce Freeman Rail Trail CSX Extension	CPC			6-0	CPC	\$300,000
44	Community Preservation Act Fund - Curtis Outdoor Health and Wellness Space	CPC			7-0	CPC	\$480,000
45	Community Preservation Act Fund - Frank Feeley Fields Improvements Phase II	CPC			6-0	CPC	\$799,668
46	Community Preservation Act Fund - Fence and Lights for Fairbank Multisport Court	CPC			7-0	CPC	\$100,000
47	Community Preservation Act Fund - Historic Resource Inventory Surveys Phase V	CPC			None	CPC	\$23,000
48	Community Preservation Act Fund - Watershed Based Plan, Restoring Water Quality in Hop Brook	CPC			None	CPC	\$78,600
49	Community Preservation Act Fund - Hosmer House Historic Structure, Cultural Landscape, and Collection Study	CPC			None	CPC	\$130,000

50	Community Preservation Act Fund - Housing Trust Allocation	CPC			None	CPC	\$282,000
51	Community Preservation Act Fund - Indigenous Cultural Landscape Study	CPC			None	CPC	\$35,000
52	Community Preservation Act Fund - Regional Housing Services Office (RHSO) Membership Fee	CPC			None	CPC	\$33,000
53	Community Preservation Act Fund - Return of Unspent Funds	CPC			None	CPC	\$0
54	Community Preservation Act Fund - General Budget and Appropriations	CPC			None	CPC	\$0
						TOTAL	\$126,830,317

FY23 Free Cash

Project	Requested	Balance	Notes
Starting Balance	N/A	\$4,336,876	Approved 1/25/2023
FY23 Snow & Ice Transfer	\$0	\$4,336,876	
Unpaid Bills	\$14,932	\$4,321,944	
Funding of GO Sudbury! Taxi and Uber			
Transporation Programs for FY24	\$150,000	\$4,171,944	
Fairbank Community Center A/V			
Equipment and Associated Funding	\$200,000	\$3,971,944	
ELA Curriculum Update	\$279,574	\$3,692,370	
Schools HVAC Repairs and Replacments	\$450,000	\$3,242,370	
Curtis Middle School A/V System			
Replacement	\$160,000	\$3,082,370	
SPS Surveillance Cameras	\$310,000	\$2,772,370	
LSRHS Camera System Replacement	\$206,652	\$2,565,718	
Purchase of Storage Building	\$200,000	\$2,365,718	
Americans with Disabilities Act			
Transition Plan Recommendations	\$200,000	\$2,165,718	
DPW Roofing Project Funding	\$400,000	\$1,765,718	
DPW Building Office Renovation	\$125,000	\$1,640,718	
Space Use and Facility Condition Study	\$300,000	\$1,340,718	
Swap Body Truck (Replaces pickup truck)	\$185,000	\$1,155,718	
Swap Body Truck (Replaces spreader			
truck with wings)	\$210,000	\$945,718	
Sports Field Mower	\$160,000	\$785,718	
Multi-purpose Tractor	\$215,000	\$570,718	
Front End Loader	\$345,000	\$225,718	
Total	\$ 4,111,158	\$225,718	

**SUDBURY SELECT BOARD**

Tuesday, March 21, 2023

MISCELLANEOUS (UNTIMED)**4: Vote to close joint meeting with FinCom****REQUESTOR SECTION**

Date of request:

Requested by: Patty Golden

Formal Title: Vote to close joint meeting with Finance Committee and resume Select Board meeting.

Recommendations/Suggested Motion/Vote:

Background Information:

Financial impact expected:

Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

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

03/21/2023 7:00 PM

**SUDBURY SELECT BOARD**

Tuesday, March 21, 2023

MISCELLANEOUS (UNTIMED)**5: ATM petition article presentation****REQUESTOR SECTION**

Date of request:

Requested by: Patty Golden

Formal Title: ATM petition article on Firearms Zoning presented by resident Frank Riepe.

Recommendations/Suggested Motion/Vote:

Background Information:

Financial impact expected:

Approximate agenda time requested:

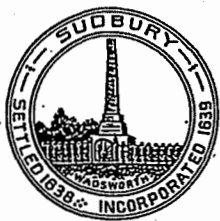
Representative(s) expected to attend meeting: Resident Frank Riepe

Review:

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

03/21/2023 7:00 PM

56

**TOWN OF SUDBURY***Office of Selectmen*www.sudbury.ma.usFlynn Building
278 Old Sudbury Rd
Sudbury, MA 01776-1843

978-639-3381

Fax: 978-443-0756

Email: selectmen@sudbury.ma.us**Petition for Town Meeting Article Submission**Date Received: 1-25-2023Petition Name: CONTROL OF FIREARMS ZONINGContact Name: FRANK RIEPEContact Address: 54 NEWBRIDGE RD. - 01776Contact Phone: 978-443-4775Contact Email: FRANK@FRKRA.COM# Pages Submitted: 2

TOWN OF SUDBURY FORM OF PETITION – ANNUAL TOWN MEETING ARTICLE

INSTRUCTIONS

SIGNATURE REQUIREMENTS: *Annual Town Meeting:* 10 valid signatures

2023 JAN 25 P 2:20

NOTE: 1. Before obtaining signatures, submit a draft to the Selectmen's office for Town Counsel review. Email to bosadmin@sudbury.ma.us or provide hard copy to Selectmen's Office, 278 Old Sudbury Road, Sudbury.

2. The signatures must be certified by the Board of Registrars after submission to the Selectmen. In case any signatures must be rejected, it is suggested that you obtain more than the minimum stated above in order to have the required number certified.

3. All signatures must appear on a page containing or attached to the article wording.

4. A report, briefly explaining the intent and scope of the article, must be attached and will be printed in the Warrant.

5. Return signed original petition forms to Selectmen's Office, 278 Old Sudbury Road, Sudbury.

TO: Board of Selectmen, Sudbury, MA 01776

We, the undersigned, being registered voters of the Town of Sudbury, hereby petition that the following article be included in the Warrant for the 2023, Annual Town Meeting
(DATE)

To see if the Town will vote to

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

N = prohibited use

PRINCIPAL USE	A-RES	C-RES	WI	BD	LBD	VBD	ID	LID	IP	RD
C. COMMERCIAL										
29. Sales, Assembly, and/or Manufacturing of Firearms and/or Components thereof, Ammunition, and Explosives	N	N	N	N	N	N	N	N	N	N

or act on anything relative thereto.

SIGNATURES to be made in person with name substantially as registered

Signature	Printed Name	Address Where Registered
FRANK W. RIEPE	FRANK W. RIEPE	54 NEWBRIDGE RD.
TATIANA VITVITSKY	TATIANA VITVITSKY	55 HUDSON APT. 8A
JENNIFER K. PINCUS	JENNIFER K. PINCUS	25 BLUEBERRY HILL LN
MICHAEL PINCUS	MICHAEL PINCUS	25 BLUEBERRY HILL LN.
MARILYN UNGER-RIEPE	MARILYN UNGER-RIEPE	54 NEWBRIDGE RD.
JAMIE GOSSALL	JAMIE GOSSALL	11 SPILLER CIRCLE
JANET GOSSALL	JANET GOSSALL	11 SPILLER CIRCLE
DEBRA BERNSTEIN	DEBRA BERNSTEIN	321 OLD LANCASTER RD
CHRISTOPHER MORELY	CHRISTOPHER MORELY	321 OLD LANCASTER RD
RAVI SIMON	RAVI SIMON	437 Cold Brook Drive 1-314
JOHN BARANUSKI	JOHN BARANUSKI	103 Belcher Drive
US HAROLD DR	US HAROLD DR	
SUSAN RUSHEFIRTH	SUSAN RUSHEFIRTH	415 Harold Dr.
KATHLEEN F. BELL	KATHLEEN F. BELL	345 OLD LANCASTER RD
KEVIN LATHAISE	KEVIN LATHAISE	195 Horse Pond Rd

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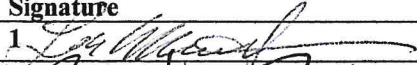

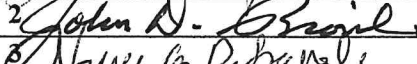
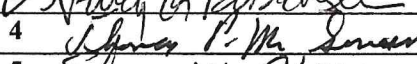


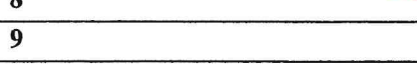


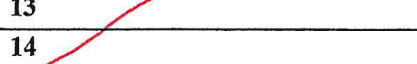


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or act on anything relative thereto.

SIGNATURES to be made in person with name substantially as registered

Signature	Printed Name	Address Where Registered
1 	Lisa V. Kouchakdjian	
2 	John D. Riordan	12 Pendleton Road
3 	NANCY G RUBENSTEIN	57 WINSOR RD
4 	Thomas P. McGowan	84 Concord Rd.
5 	Sherrill Cline	84 Concord Rd.
6 		
7 		
8 		
9 		
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13		
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15		

Report on the Zoning Warrant Article to ban Firearms Sales

The intent of this article to ban the manufacture and sale of guns and ammunition in Sudbury in the interest of public health and safety. The increasing access to firearms in our society is coupled with ever increasing death rates.

The Commonwealth of Massachusetts has relatively stringent gun laws but as we have seen they are not uniformly enforced and loopholes are always being exploited. Fortunately, the rate of gun deaths is not as high in Massachusetts as it is in some other states, but it is much higher than in many other countries. The ready access to guns everywhere risks violence and death, death both intentional and unintentional, by one's own hand and by others.

Reduction in the demand for retail and industrial space in Sudbury means that much space languishes on the lease market, encouraging landlords to lease to tenants with unconventional or questionable business models in order to maintain any rental income at all. In the course of the last nine months we have seen a long series of news articles in the Boston Globe about a large nest of unconventional and illegal gun dealers in one building in Littleton operating in violation of State regulations and without regular inspections by local police and Federal authorities. Some of these weapons have been used in criminal activity including straw purchases. This has led the Town of Littleton and its citizenry to orchestrate the sale and demolition of the entire building as a way of halting this unwanted activity.

This warrant article does not prevent hunters from loading ammunition in their own homes but it does ban the building and merchandising of firearms and ammunition within the Town's borders for commercial purposes. Further, it does not impinge on anyone's rights under the Second Amendment of the Constitution. However, individuals should not be tempted by ready access to firearms to spontaneously commit violence against themselves, classmates, or family members. The darkest impulses of the human soul should not be exploited for profit.

In Sudbury and in the Commonwealth of Massachusetts we look out for each other's health and welfare. If after each senseless act of gun violence that is splashed across the news, we ask "Why can't something be done about this horror?", the answer is it can, and this town bylaw amendment is part of our answer.

The Zoning Board of Appeals has discussed this article and expressed its support.

Despite ban, a gun emporium is thriving

Former mill has largest cluster of firearms sellers

By Sarah Ryley
GLOBE STAFF
and Andrew Brinker
GLOBE CORRESPONDENT

LITTLETON — The former elastic mill in this small town northwest of Boston looks like a relic, a labyrinth of creaking hallways, staircases, and dead-ends, badly in need of a paint job.

But to gun enthusiasts, "The Mill" is a Shangri-La: the place where you can find just about anything among the scores of gun vendors inside, from ordinary pistols to flamethrowers and World War I antiques — and, especially, all manner of ways around the state's strict gun laws.

Massachusetts banned assault weapons in 1998, but you'd never know it on a visit there. Some vendors sell decades-old military-style rifles and large-capacity magazines that were grandfathered in by the ban, while others offer newer assault weapons, which they say are modified to make them legal. It's also easy to buy all the parts to assemble an AR-15 at home.

GUNS, Page A18

BOSTON SUNDAY GLOBE

SEPTEMBER 11, 2022



BARRY CHIN/GLOBE STAFF

Manufacture and sell firearms were operating at the Mill in Littleton.



ANDREW BRINKER/GLOBE CORRESPONDENT

At Forgotten Bastard Guns (above and below), owner Dan Landry said he doesn't sell AR-15s to the public, just parts that can be used to assemble the weapons.



ANDREW BRINKER/GLOBE CORRESPONDENT

Despite ban, local gun emporium thrives

GUNS

The Boston Globe gun hub

Serving our community since 1872

FRIDAY, FEBRUARY 3, 2023

The Region A7

ATF inspectors descend on Littleton gun hub

83 dealers face checks, weeks after one was charged

By Sarah Ryley
GLOBE STAFF

LITTLETON — Federal authorities have launched a sweeping review of more than 80 gun vendors operating at an old mill building in

Littleton, just two weeks after one was charged with illegally selling handguns to a man police believe is connected to gang shootings in Boston.

The Bureau of Alcohol, Tobacco, Firearms and Explosives this week deployed 29 inspectors to the mill, which is home to the largest cluster of federally licensed gun vendors at a single address in the nation. Ten of the inspectors came from ATF's

"Major Inspection Team," a group of senior agents from across the country.

The ATF sweep came months after residents and local politicians first demanded greater scrutiny of the burgeoning gun hub in light of a Globe investigation that found many dealers there were openly exploiting loopholes in state gun laws and violating then-attorney general Maura Healey's directives on the

state's assault weapons ban.

The deployment of the Major Inspection Team "shows a level of agreement at headquarters that there is a need to conduct widespread compliance inspections at this cluster" of gun vendors, said Joshua Scharf, general counsel and director of programs at Brady, a gun control advocacy group.

James Ferguson, the ATF special

GUN DEALERS, Page A7

ported to the state selling 4,600 firearms in 2022. Many residents were unaware of the number of gun vendors there until the Globe investigation.

In August, Littleton Police Chief Matthew Pinard told the Globe the ATF's Boston Field Division did a mill-wide inspection in 2019, and were planning another one that September or October.

But the ATF hadn't done its promised sweep by Oct. 27, when federal prosecutors say mill dealer Cory Daigle, 28, of Revere, illegally sold three Glock pistols to a straw buyer, Shakim Grant, knowing they were really going to Gustavo Rodriguez, 19, of Hyde Park, who did not have a license to carry firearms.

The three men were charged with conspiracy in federal court in January. Daigle was also charged with unlawful possession of machine guns. In an affidavit, an ATF agent said 95 guns were found during a search of Daigle's apartment in Revere, "scattered throughout the house and seemingly in no order." Roughly half the guns were included on his business inventory, the agent said, suggesting that Daigle mostly used the Littleton Mill as a business address, while doing sales from his home, in violation of state law.

law only regulates guns that are capable of firing bullets.

Lopez said as of Thursday that nearly half of the vendors at the mill had been inspected, but that the results of the agency's inspections would only be available by filing a public records request.

Senator Jamie Eldridge, a Democrat whose district includes Littleton, said he's been pushing for state or federal officials to assist Littleton with inspections since the Globe published its investigation in September, adding that he's grateful the ATF has finally stepped in.

Eldridge estimated that 50 Littleton residents have reached



A member of the ATF's Major Inspection Team checked out a dealer inside the Littleton Mill on Thursday. At left, some of the 95 guns found during a search of mill dealer Cory Daigle's apartment in Revere, according to an ATF agent.

spected this week said he welcomes the scrutiny because it keeps everyone in compliance.

The dealer, who asked not to be named for fear of professional repercussions, said that between eight and 10 ATF inspectors were in his shop.

"There were two doing inventory, at least six checking the pa-

Officials pressed to close down gun emporium

Littleton says it needs help to enforce state laws against weapons dealers

By Sarah Ryley
GLOBE STAFF

Angry residents of Littleton are calling for a crackdown on the town's burgeoning gun industry after they learned from a Globe story that an old elastic mill near the center of town is home to the largest cluster of federally licensed gun manufacturers and dealers in the nation. The vendors include dozens who were exploiting loopholes and gray areas in the law to sell military-style firearms and other guns forbidden by the state.

Town officials said they've never been so inundated by concern about an issue, with many residents calling for the 80-plus gun tenants in the building to be forced out.

"Dozens have reached out to me through e-mail, Facebook, or personal conversations," said

GUNS, Page A18

Littleton residents demand answers on guns

Official says no sellers have been found to be acting outside the law



BARRY CHIN/GLOBE STAFF

Littleton residents filled the meeting room to discuss concerns over the Mill housing the largest cluster of firearms dealers manufacturers in the nation.

9-30-22

10,000, screamed the meeting after an outpouring of concern from residents over the Globe's story.

Roughly 70 people attended the meeting. Nearly everyone who spoke was adamantly against the businesses — with one woman saying she stopped sending her sons to the music school inside the building, and another suggesting that the police chief be fired for issuing permits to so many gun stores.

Resident Molly Flannery got emotional as she read from a letter she said was signed by a dozen residents.

"It's much too easy for these guns to fall into the wrong hands," Flannery said, adding that the dealers should be replaced by "housing or business-

cations meant to ensure that they didn't meet the legal definition of a banned "assault weapon." Such modifications had been an accepted practice in the trade for nearly two decades.

Healey has also said she would consider the sale of upper and lower receivers for these weapons — the parts of the gun that house the main operating mechanisms — the same as selling a complete assault weapon, even though the state does not regulate the sale of gun parts.

The Globe identified 25 deal-

done at the state level."

"Is this breaking the law, or is Maura Healey incorrect from her assumption about the loopholes?" another resident, Justin Seitter, asked.

Nordhaus declined to answer the question. When asked by the Globe after the meeting, he said, "I'm not going to say they haven't done anything illegal. It

MATTHEW NORDHAUS
The Select

equipment, the cost is much higher — his engraving machine

Immediately prior to the meeting, the Select Board held a

Gun dealer at mill tied to city shooting

Allegedly sold weapons to buyer acting for 20-year-old

By Sarah Ryley
GLOBE STAFF

Federal prosecutors on Wednesday charged a gun dealer who operated out of a ramshackle old mill in Littleton with conspiring to sell three Glock handguns to a straw buyer that were later recovered during the investigation of a shooting in Boston that left three people wounded.

Prosecutors say Cory Daigle, 28, operating as Steelworks Defense Solutions, sold the three pistols to the straw buyer on Oct. 27 while knowing the weapons were actually going to an underage person. Less than two weeks later, the intended buyer of the guns, 20-year-old Gustavo Rodriguez, turned up at a hospital, apparently wounded during a shooting that night in Hyde Park, according to court filings.

The charges against Daigle, Rodriguez, and the alleged straw buyer, Shakim Grant, publicly connect a vendor at the controversial gun emporium in Littleton to street crime in Boston, more than 30 miles away, for the first time. The charges also undermine claims by some gun rights advocates that licensed gun dealers are not a major source of guns used in street crime.

Daigle is among roughly 80 vendors at the mill building who hold federal licenses to manufacture and sell firearms, the largest cluster of gun

GUNS, Page A6

torney for Rodriguez, William Keefe, said his client has no prior criminal record and intends to plead not guilty to the charges. Keefe said Rodriguez has also pleaded not guilty to a related state case.

Since the Globe's investigation in September, Littleton residents have been calling on the state and the Bureau of Alcohol, Tobacco, Firearms and Explosives to assist Littleton's small police force in doing a thorough investigation of all mill dealers. But the charges against Daigle did not originate from a state or

Littleton, officials observed that most of Daigle's inventory, tools, and paperwork were kept at his home. State law prohibits people from operating gun businesses out of their home.

Among the 95 firearms seized were at least two short-barreled rifles, an Uzi machine gun that he built and hadn't registered, and parts to machine guns, at least some of which investigators say he wasn't permitted to own. Daigle is charged with conspiracy for the straw sales to Rodriguez, and with unlawfully possessing

Daigle runs a tiny business and shares a room with several other vendors, a typical setup inside the mill. His shop reported to the state 68 firearms sales from September 2021 through September 2022. The alleged straw sales to Grant were made in October.

In September, the Globe reported that of the 32 vendors in the mill that the Globe visited or found had posted weapons for sale online, 25 were hawking weapons like AR-15s or the parts to make them at home, in open defiance of a controversial directive of the state's assault weapons ban that Maura Healey issued in 2016 as the attorney general.

But most of the vendors — including Daigle — had little or no Web presence, making it difficult to know exactly what type

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Globe 1-19-2023

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"At the end of that day I needed the . . . cash to pay my distributor," Cory Daigle

or transferring machine guns.

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But most of the vendors — including Daigle — had little or no Web presence, making it difficult to know exactly what type

of business they were engaged in. Steelworks Defense Solutions' website has only partial photos of a business card with a skull logo that reads: "It's better to die on your feet than to live on your knees."

Littleton Police Chief Matthew Pinard said the ATF has not done a review or audit of all of the dealers in the mill yet, as had been planned prior to the Globe's story in September, but he is "still hopeful" it will happen. But he said ATF agents "are in and out of the mill on a regular basis" and so far have not found any illegal.

An ATF spokesperson did not respond to repeated requests for comment.

In response to the uproar over the Globe's findings, Littleton officials started courting buyers for the building — which was up for sale following the

owner's death working on a that would pr cluster in the t ing proposal w petition sign dents, and w February.

Last week panies, a de Lawrence, as building for plans that v tenants then vendors. The proceeding of a proper into an enor development property w and more t re When pressed in building t

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ARTICLE 55 CONTROL OF FIREARMS - AMEND ZONING BYLAW ARTICLE IX
(Citizen Petition Article)

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Submitted by Petition.

(Two-thirds vote required)

PETITION SPONSOR’S REPORT: The intent of this article is to ban the manufacture and sale of guns and ammunition in Sudbury in the interest of public health and safety. The increasing access to firearms in our society is coupled with ever increasing death rates.

The Commonwealth of Massachusetts has relatively stringent gun laws but as we have seen they are not uniformly enforced and loopholes are always being exploited. Fortunately, the rate of gun deaths is not as high in Massachusetts as it is in some other states, but it is much higher than in many other countries. The ready access to guns everywhere risks violence and death, death both intentional and unintentional, by one’s own hand and by others.

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The Zoning Board of Appeals has discussed this article and expressed its unanimous support.

**SUDBURY SELECT BOARD**

Tuesday, March 21, 2023

MISCELLANEOUS (UNTIMED)**6: Discussion on 2023 ATM articles****REQUESTOR SECTION**

Date of request:

Requested by: Leila S. Frank

Formal Title: Discussion on 2023 Annual Town Meeting articles: consent calendar; positions on articles; other.

Recommendations/Suggested Motion/Vote: Discussion on 2023 Annual Town Meeting articles: consent calendar; positions on articles; other.

Background Information:
attached spreadsheet

Financial impact expected:

Approximate agenda time requested:

Representative(s) expected to attend meeting: Rami Alwan, Sandra Duran

Review:

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

03/21/2023 7:00 PM

	Article Title	Sponsor/ Submitted by	Article Presenter	SB Position	FinCom Position	CIAC Position	CPC Position	Report SB position at ATM	Funding Source	Requested Amount	Required Vote	Consent Calendar	Presentation in Advance
	IN MEMORIAM RESOLUTION		CR										
	FINANCE/BUDGET												
1	Hear Reports	Select Board	Resident	5-0							Majority		
2	FY23 Budget Adjustments	Select Board	AS	@ ATM							Majority		
3	FY24 Budget	Town Manager	AS								Majority		
4	FY24 Capital Budget	Town Manager	AS	5-0	6-0-1					\$728,525	Majority		
5	FY24 Transfer Station Enterprise Fund Budget	Town Manager	AS	5-0	7-0					\$328,199	Majority		
6	FY24 Pool Enterprise Fund Budget	Town Manager	AS	5-0	7-0					\$527,280	Majority		
	FY24 Recreation Field Maintenance Enterprise												
7	Fund Budget	Town Manager	AS	5-0	7-0					\$241,514	Majority		
8	FY23 Snow & Ice Transfer	Town Manager	AS								Majority	Y	
9	Unpaid Bills	Town Accountant	DK	5-0	7-0					\$14,932	Four-fifths		
10	Chapter 90 Highway Funding	DPW Director	DN	5-0	7-0					\$727,234	Majority	Y	
11	Stabilization Fund	Select Board	DC	5-0	7-0					\$144,274	Majority	Y	
12	FY24 Revolving Fund Spending Limits	Finance Director	DK								Majority	Y	
13	Capital Stabilization Fund	Town Manager	AS	5-0	7-0					\$250,000	Majority	Y	
	MISCELLANEOUS												
	Funding of GO Sudbury! Taxi and Uber												
14	Transportation Programs for FY24	Select Board	DC	4-1	7-0					\$150,000			
15	Fairbank Community Center A/V Equipment and Associated Funding	Select Board	LK			7-0				\$200,000			
16	Authorize Select Board to Petition the General Court to Adopt Legislation - An Act Authorizing the Town to Establish a Fee for a Checkout Bag Charge	Select Board	JR	5-0								Y	
17	Medicaid reimbursement and additional Chapter 70 Funding Transfer to fund ELA Curriculum update	SPS School Committee		5-0	7-0					\$279,574			
18	Schools HVAC Repairs and Replacements	SPS School Committee		5-0	7-0	6-0				\$450,000		Y	
19	Curtis Middle School A/V System Replacement	SPS School Committee		5-0	6-1	6-0				\$160,000		Y	
20	SPS Surveillance Cameras	SPS School Committee		5-0	6-1	6-0				\$310,000			
21	LSRHS Camera System Replacement	LSRHS Superintendent		5-0	7-0	6-0				\$206,652			

ATM 2023 ARTICLES

6.a

	Article Title	Sponsor/ Submitted by	Article Presenter	SB Position	FinCom Position	CIAC Position	CPC Position	Report SB position at ATM	Funding Source	Requested Amount	Required Vote	Consent Calendar	Presentation in Advance
22	Purchase of Storage Building	Fire Chief		5-0	7-0	5-0 (1 abstain)				\$200,000		Y	
23	Purchase of Fire Engine	Fire Chief		5-0	7-0	6-0				\$1,020,000			
24	Americans with Disabilities Act Transition Plan Recommendations	Combined Facilities Director			7-0	6-0				\$200,000			
25	DPW Roofing Project Funding	Combined Facilities Director		5-0	7-0	6-0				\$400,000			
26	DPW Building Office Renovation	Combined Facilities Director				6-0				\$125,000			
27	Space Use and Facility Condition Study	Combined Facilities Director				5-1				\$300,000			
28	Atkinson Pool Dehumidification Equipment Replacement	Combined Facilities Director				7-0				\$600,000			
29	Atkinson Pool Maintenance and Repair Fund	Combined Facilities Director				7-0				\$220,000			
30	Amend Solar Energy Revolving Fund	Energy and Sustainability Committee		5-0							Majority		
31	Authorization to Proceed with the Fairbank Community Center Solar Project	Energy and Sustainability Committee		5-0									
32	Pickup Truck with Plow		WITHDRAWN										
33	Swap Body Truck (replaces pickup truck)	Public Works Director		5-0	7-0	6-0				\$185,000	Majority	Y	
34	Swap Body Truck (replaces spreader truck with wings)	Public Works Director		5-0	7-0	6-0				\$210,000	Majority	Y	
35	Sports Field Mower	Public Works Director		5-0	7-0	6-0				\$160,000	Majority	Y	
36	Multi-Purpose Tractor	Public Works Director		5-0	7-0	6-0				\$215,000	Majority	Y	

Attachment 6.a: 2023 ATM_Articles_3_9_23_LSF_AJS_3.16.23 (5780 : Discussion on 2023 ATM articles)

3/17/2023 9:42 AM

Page 2

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

Packet Pg. 85

ATM 2023 ARTICLES

6.a

	Article Title	Sponsor/ Submitted by	Article Presenter	SB Position	FinCom Position	CIAC Position	CPC Position	Report SB position at ATM	Funding Source	Requested Amount	Required Vote	Consent Calendar	Presentation in Advance
37	Front End Loader	Public Works Director		5-0	7-0	6-0				\$345,000	Majority	Y	
38	Amend General Bylaws, Article IX, Section 4200, Water Resource Protection Overlay Districts	Planning Board									Two-thirds		
39	Amend General Bylaws - Affordable Housing trust bylaw	Select Board	AS	5-0									
40	General Bylaw for the Placement of Small Wireless Facilities in the Public Ways	Select Board	AS	5-0									
CPC ARTICLES													
41	Community Preservation Act Fund - 67-73 Nobscot Road Acquisition, Design, and Construction	CPC					9-0		CPA Category: Community Housing	\$438,000	Majority		
42	Community Preservation Act Fund - Accessible Pathways on Town Properties	CPC		5-0		6-0	5-4		CPA Category: Open Space & Rec	\$187,744	Majority	Y	
43	Community Preservation Act Fund - Bruce Freeman Rail Trail CSX Extension	CPC		5-0		6-0	9-0		CPA Category: Open Space & Rec	\$300,000	Majority	Y	
44	Community Preservation Act Fund - Curtis Outdoor Health and Wellness Space	CPC		5-0		7-0	9-0		CPA Category: Open Space & Rec	\$480,000	Majority	Y	
45	Community Preservation Act Fund - Frank Feeley Fields Improvements Phase II	CPC				6-0	9-0		CPA Category: Open Space & Rec	\$799,668	Majority		
46	Community Preservation Act Fund - Fence and Lights for Fairbank Multisport Court	CPC		5-0		7-0	9-0		CPA Category: Open Space & Rec	\$100,000	Majority	Y	
47	Community Preservation Act Fund - Historic Resource Inventory Surveys Phase V	CPC		5-0			9-0		CPA Category: Historic Resources	\$23,000	Majority	Y	

Attachment 6.a: 2023 ATM Articles 3_9_23_LSF_AJS 3.16.23 (5780 : Discussion on 2023 ATM articles)

3/17/2023 9:42 AM

Page 3

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

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ATM 2023 ARTICLES

6.a

	Article Title	Sponsor/ Submitted by	Article Presenter	SB Position	FinCom Position	CIAC Position	CPC Position	Report SB position at ATM	Funding Source	Requested Amount	Required Vote	Consent Calendar	Presentation in Advance
48	Community Preservation Act Fund - Watershed Based Plan, Restoring Water Quality in Hop Brook	CPC		5-0			9-0		CPA Category: Open Space & Rec	\$78,600	Majority	Y	
49	Community Preservation Act Fund - Hosmer House Historic Structure, Cultural Landscape, and Collection Study	CPC		5-0			9-0		CPA Category: Historic Resources	\$130,000	Majority	Y	
50	Community Preservation Act Fund - Housing Trust Allocation	CPC		5-0			9-0		CPA Category: Community Housing	\$292,000	Majority	Y	
51	Community Preservation Act Fund - Indigenous Cultural Landscape Study	CPC		5-0			9-0		CPA Category: Historic Resources	\$35,000	Majority	Y	
52	Community Preservation Act Fund - Regional Housing Services Office (RHSO) Membership Fee	CPC		5-0			9-0		CPA Category: Community Housing	\$33,000	Majority	Y	
53	Community Preservation Act Fund - Return of Unspent Funds	CPC		5-0							Majority	Y	
54	Community Preservation Act Fund - General Budget and Appropriations	CPC		5-0						\$114,500	Majority	Y	
	PETITION ARTICLE												
55	Control of Firearms Zoning	Citizen Frank Riepe											

Attachment 6.a: 2023 ATM_Articles_3_9_23_LSF_AJS_3.16.23 (5780 : Discussion on 2023 ATM articles)

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

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Article 15

FAIRBANK COMMUNITY CENTER AUDIO-VISUAL EQUIPMENT FUNDING

SELECT BOARD REPORT: This request is submitted to address the audio-visual inadequacies of the current project budget. The AV budget at the start of design was based on the previous experience of the design team for similar buildings, pre-pandemic. The staff and user groups determined their AV and technology needs during the design process, to include outfitting rooms for hybrid programming and assisted listening for these programs. The requested equipment far exceeded the design budget, as it is a new type of AV capability not used in previous projects. To stay within budget, the designer limited the fully outfitted requested systems to certain rooms, with infrastructure for fully outfitting the remaining rooms included in the construction documents. The approval at Town Meeting 2022 of monies for AV systems allowed for this limited AV package to proceed. This Article would allow for the remaining rooms to be fully outfitted with hybrid programming capabilities and assisted listening throughout the building, allowing for more flexible programming by the staff and universal access to *all* programs for those with hearing loss.

From: [Jones, Elaine](#)
To: [Sheehan, Andy](#)
Subject: FW: Article 15
Date: Monday, March 20, 2023 4:51:41 PM

Response to FinCom members re AV article FYI
 E

From: Jennifer Pincus <jenkpincus@gmail.com>
Sent: Tuesday, March 14, 2023 7:26 PM
To: Michael Joachim <mjoachim102@gmail.com>
Cc: Permanent Building Committee <pbcc@sudbury.ma.us>; ericpoch@gmail.com
Subject: Re: Article 15

Hello Michael,

On behalf of the PBC, as the PBC's project manager for the Fairbank Community Center, I offer the response below to your forwarded board member's question. The Select Board had asked a similar question, and this is the response I gave them:

Could this equipment be added later in a subsequent phase?

It has been suggested to this group that they wait and see after they move in how these rooms are used, but that may not be wise if it can be avoided. If the funds are made available, through whatever means, it does make sense to outfit the rooms as desired before they are in use (when an equipment update would be disruptive) and before equipment is purchased that will be unusable if these enhancements were to be installed later. That said, as this was the desired AV program of the users, the infrastructure has been included in the construction contract, so conduit and boxes will be in the building when it opens; however, the conduits will only have wires for IT and NOT for AV components. Given that the pathways will be established for the enhanced AV package as part of the original scope of work, if some or all of the additional program spaces are not outfitted fully at this time, wiring and equipment *can* be phased in.

I do need to clarify that there will be wiring for the AV equipment in the current design, just not for the enhanced design AV equipment.

At the time that this question was asked by the Select Board, they were weighing whether to fund the enhanced design, which they decided to fund with ARPA money so as not to delay it, which would have had greater repercussions I won't expand on here. Once the enhanced design is complete, we will have a better idea of the impact that delaying its implementation may have. Some rooms will simply need additional equipment purchased and plugged in to the provided outlets. Others will need wiring pulled, speakers cut into ceiling panels, and other disruptive work to complete the new equipment installation. This work is best done before the rooms are occupied and programs are scheduled. Additionally, some of the equipment purchased in the pared down design as currently budgeted won't work with the enhanced design requested and will need to be replaced long before it reaches the end of its useful life. In addition to the potential for program disruption and wasted money spent on equipment that will be replaced by different equipment

proposed in the enhanced design, there is of course the likelihood that the equipment and labor costs will increase by the time the enhanced design is funded, if not approved at Town Meeting in May.

In terms of building use, the enhanced design will allow for greater flexibility of programming from the start, allowing for hybrid and remote programs to be run from more program spaces. The adage "if you build it they will come" may not be as true as "if you program it they will come". In our new normal of remote participation and remote presentation, the AV equipment requested in this package will allow for a greater variety of programming that can be accessed by greater numbers of residents. If this programming can't happen until the additional equipment needed to run it is purchased, it will be harder to generate interest in such programming. The vitality of the community center will not be able to reach full potential until this programming is achievable.

And finally, with the enhanced AV package assisted listening will not be limited to specific rooms but will provide for universal access to hearing impaired patrons throughout the center. Universal access is a goal that the Town of Sudbury is intent on achieving in all public buildings, so it makes sense to provide it in our newest construction projects. Why open a brand new building that from day one doesn't achieve this goal?

Though we are referring to this AV funding request as an "enhanced" AV design, it is actually what was initially requested by the users before it was determined to exceed the budget allocated for the AV.

I hope this answers your question. Please reach out with any further questions or concerns your board may have.

Jennifer Pincus
Permanent Building Committee
Project Manager for the Fairbank Community Center

On Sun, Mar 12, 2023 at 11:09 AM Michael Joachim <mjoachim102@gmail.com> wrote:

Hello all,

At the Finance Committee meeting last week, one of our members asked for clarification on Article 15 and in particular on the consequences of not doing the AV work now, while the building is being constructed, but rather doing it at some later date after construction is completed. Could you provide us with further information? Thank you in advance.

Mike Joachim

From: [Kay Bell](#)
To: [Finance Committee](#); [Select Board](#); [Capital Improvement Advisory Committee](#); [Permanent Building Committee](#)
Subject: A Quintessential Catch 22
Date: Monday, March 20, 2023 3:13:00 PM

I write to you today as an informed and concerned resident of Sudbury.

November 7, 2019 brought optimism for success to the Fairbank Community Center project. The three groups housed there had been working very well each other and with ICON Architects on concept design and could see a way forward for cohabiting a new building with separate and shared spaces.

Gone was the specter of one group having to leave and find another home. Now Sudbury could take advantage of the efficiencies of building and maintaining a building designed for all users needs, and it would incorporate the latest in sustainability technology, too.

At that November 2019 meeting I took the mic as an informed resident to ask: Will the latest in assistive listening technology be incorporated into these plans? I was told that this was not the stage of design to take that into consideration. That considering hearing technology was for the next stage: the project design stage.

When that time came the Commission on Disability requested to be included in discussions to add the perspectives of people with disabilities who will make use of all three areas of the community center. The administration told the COD that they would be brought in to comment after the designs were complete.

So the COD was not invited to comment on listening technology or anything else at the design stage. However, based on residents' initiative, the COD was able to help get universal changing rooms into the locker room plans late in that design process in the fall of 2021. The late introduction of these important rooms engendered extra design costs because the concept was not considered at the ideal time.

When, in December 2021, the Council on Aging and Senior Center Director submitted their carefully considered list of AV needs that included assistive listening technology, the project managers and administration chose to set that aside. Months passed and as concerned residents saw the door closing on the furnishings, finishes, and equipment decisions for the community center, they, the COA and, eventually, the COD, spoke up to insist that the needs list from a year ago be funded for incorporation in the construction process now.

I have heard objections to the submission of an article in January for consideration for the warrant, saying that it is very late in the process. The schedule of the community center building project is not in the control of the end users, nor was the delay of attention to persistent requests from the COA for consideration. When in December 2022 we could see the finalization of the equipment order coming, it became imperative to urgently request attention to the matter. Normal progression of the large building project combined with delay of consideration by project managers determined the timing of the proposal

of a warrant article. I'm glad the Select Board could think on its feet and move the article into the ongoing warrant development process.

Some have expressed that this second request for equipment is not appropriate because last year there was funding approved for equipment. They say this request is a year late. I couldn't agree more. This equipment should have been part of the request last year. It would have saved the \$13,000+ of added expense for a revision of designs. The consequence of delaying dealing with clearly expressed and well-justified needs is extra cost. Why was the Senior Center and COA input disregarded? That was penny-wise and pound-foolish and, not to be missed, it was disrespectful of seniors, individuals with hearing loss or deafness, and individuals with disabilities that keep them isolated at home and needing the remote participation option.

The town is working on establishing an orderly capital improvement process (CIP). From that perspective I am hearing objections to Article 15 because it reaches the cost level of a capital improvement and it did not go through the recently established CIP procedure. The community center building project, which began a couple of years ago, made a grave error at its outset when it inserted a "placeholder" figure of \$50,000 to establish a line item for AV equipment. I have heard, in multiple open meeting discussions of the Permanent Building Committee, full agreement that no one believed that was a realistic number for equipping a large community center with three entities, all needing significant AV and ALS equipment. That was even before the impact of high inflation. I suggest that our staff and volunteers attending to financial matters adopt a policy of prohibiting the use of unrealistic placeholder dollar amounts in budgets. Else, we will end up with more situations like this, where an integral element of a project appears to be a late thought, tacked on in an untimely way that does not conform to financial policy and planning. It is not prudent to think: We'll deal with that line in the budget later.

The Catch 22 is that this essential AV and ALS equipment now has the appearance of being separate from the building project, late, and outside proper capital planning process. All due to repeatedly pushing off dealing with as all other aspects of the project - in a timely way at the outset or at proper milestones along the way. But the procrastination in dealing with this integral equipment need is not good reason for denying or delaying getting the funds in place now to install the equipment along with all the other furnishings, finishes, and equipment for the opening of our inclusive community center.

Any further delay will only add cost. The work should be done all at once for the best and most efficient accountability and outcome.

Thank you for reading all the way to the end. I've been watching these details since 2019, so I had a lot to share.

Kay Bell 348 Old Lancaster Road



SUDBURY SELECT BOARD

Tuesday, March 21, 2023

7

MISCELLANEOUS (UNTIMED)

7: Discussion on BFRT Task Force mission statement

REQUESTOR SECTION

Date of request:

Requested by: Leila S. Frank

Formal Title: Discussion and vote on updating the Bruce Freeman Rail Trail Advisory Task Force mission statement to include the Mass Central Rail Trail. John Drobinski, Task Force chair to attend.

Recommendations/Suggested Motion/Vote: Discussion and vote on updating the Bruce Freeman Rail Trail Advisory Task Force mission statement to include the Mass Central Rail Trail. John Drobinski, Task Force chair to attend.

Background Information:

Mission statement attached

Financial impact expected:

Approximate agenda time requested: 30 minutes

Representative(s) expected to attend meeting:

Review:

Select Board Office Pending

Town Manager's Office Pending

Town Counsel Pending

Select Board Pending

Select Board Pending

03/21/2023 7:00 PM

**TOWN OF SUDBURY
BRUCE FREEMAN RAIL TRAIL ADVISORY TASK FORCE**

Approved by the Board of Selectmen: September 9, 2016

Amended: December 6, 2016 and November 4, 2020

Mission Statement

The Bruce Freeman Rail Trail (BFRT) Advisory Task Force (the Task Force) is intended to advise the Board of Selectmen and the Town Manager to assist in advancing the design, development, construction, and long-term maintenance of the Trail. The Board of Selectmen is looking to this Task Force to gather information and thereby help guide the Board and Town staff in making thoughtful decisions that: (1) are respectful and responsive to residents' concerns, including those of abutters, businesses, trail advocates, and future users; (2) support Sudbury's longstanding commitment to protect the natural environment; and (3) result from an open and transparent process. The Town recognizes the partnership with Massachusetts Department of Transportation (MassDOT), for the Trail to be built with State and Federal funding through the Boston Metropolitan Planning Organization (Boston MPO) and through a long-term lease agreement, as other towns on the BFRT north of Sudbury have done.

Background

The focus of the Task Force is the 4.6 mile section that runs through Sudbury, from the Concord town line to just North of Route 20 (near Station Road). This corridor is owned by MassDOT and part of a larger, 25-mile railroad right-of-way that was purchased in 1982 by the State, which will continue to own the underlying land even after the rail line has been converted to a rail trail. The Town will enter into a long-term lease agreement with MassDOT to operate the trail.

Rail trails have been developed across the country to serve a variety of purposes, including promoting healthy alternative transportation, recreation, energy conservation, clean air, and enhancement of a community's quality-of-life. The Selectmen support these objectives and recognize the importance of developing a rail trail addressing local concerns with environmental constraints abutter impacts, public safety, and on-going maintenance and up-keep requirements, among other issues.

Current Status

The Town of Sudbury has funded the rail trail design through various Town Meeting appropriations. Construction costs will be covered through state and federal funding allocations. Construction is anticipated to begin in Federal Fiscal Year 2022. The Town of Sudbury contracted with its Design Engineering Firms VHB and Jacobs to advance the design of its portion of the trail to the 25% MassDOT Design approval stage and will contract with another design Engineering Firm for the final design, including MassDOT 75%, 100%, and construction Proposal, Specifications, and Cost Estimate (PSE). The consultant contracts call for an inclusive design process to ensure that the project benefits from the input and feedback from interested citizens, local and regional groups, and elected officials. With the preliminary design completed, the Task Force will assist with the design development of parking facilities, trail heads, interpretive materials, and other amenities.

Staffing Assistance

The Director of Planning and Community Development or his/her designee will support this Task Force.

Responsibilities and Functions

The Task Force will help the Board advance the design of the trail from the 25% MassDOT Design stage through the next phases of design and ultimately advise on construction coordination, trail operations, and maintenance. The Task Force will not take on any of the Design Engineer's contractual obligations, but will assist the Design Engineer and Town staff by facilitating open and public communications with Town committees, with specific stakeholders including abutters, and with community members generally, and by providing a public record of its data gathering and deliberations. The work of the Task Force shall not unduly delay the work of the Design Engineer or the timeline of the project.

The Task Force will act as an advisory committee and will report (through in meeting presentations and/or written communications) to the Board of Selectmen quarterly and as requested by the Board. The Task Force will make recommendations to the Board of Selectmen. The Board of Selectmen and Town staff will direct the Design Engineer concerning implementation of the Board's decisions and will communicate as needed with MassDOT, other towns, and state organizations. These functions are outside the scope of the Task Force.

The responsibilities of the Task Force will include the following:

- Making recommendations to the Town Manager and Selectmen concerning the steps to be followed toward the design, planning, and development of the rail trail, including identifying any issues, concerns and constraints that are likely to arise during the design, permitting and construction phases.
- Gathering input from Town Boards and Committees, including the Conservation Commission, the Community Preservation Committee, and the Park and Recreation Committee;
- Gathering input from the Town's public safety and engineering staff concerning traffic and safety issues with the BFRT, especially where the rail trail intersects with roadways;
- Soliciting community input, including through open and noticed meetings;
- Documenting concerns and requests of abutters, businesses, and other residents and sharing them with the Selectmen;
- Recommending to the Board of Selectmen potential design elements that would advance the goals of the Sudbury Wetlands Administration Bylaw;
- Recommending to the Board of Selectmen any specific design elements and mitigations to promote harmony between the rail trail and surrounding community and businesses, address concerns (including those of abutters), safety concerns, or environmental concerns, along with cost estimates for such design decisions as feasible;
- Coordinating with community efforts to improve, support and maintain the trail and making recommendations for future operations, maintenance and oversight;
- Considering how:
 - user parking might maximize parking efficiencies and minimize the traffic and neighborhood impacts;

- access to our town trails and open space should be managed to balance sensitive ecosystem protection and enhancements to connectivity;
- the rail trail supports and enhances bicycle and pedestrian safety and recreational access in Sudbury;
- connections with the rail trails in our neighboring communities will work most effectively for Sudbury;
- amenities and other facilities, such as benches, signs, informational kiosks, scenic viewpoints, bike racks, trash receptacles, etc., will be chosen and located; and
- Sudbury's agricultural, historical, and open-space heritage should be enhanced.

Membership and Officers

The Task Force shall have up to seven members. The Town Manager or his/her designee shall chair the Task Force until the Task Force elects a Chair. The Task Force will elect a Clerk to ensure that all meetings are properly posted and that minutes of each meeting are kept. Minutes of the Task Force's work shall be prepared and promptly posted on the Town website and sent to the Board of Selectmen on a regular basis. The Board of Selectmen will vote to choose one of its members to act as liaison between the Task Force and the Selectmen.

The Task Force membership should include representatives from the following, subject to approval by the Selectmen:

1. One member from the Park and Recreation Commission
2. One member from the Conservation Commission
3. One member from the Planning Board
4. One Sudbury resident member selected by the Board of Selectmen from three recommendations to be provided by the Friends of the Bruce Freeman Rail Trail
5. Up to three non-committee, at-large citizen members*

*In the event that committee representative positions are not filled, additional non-committee citizen members may be appointed to provide up to seven members in total.

Qualifications sought from at-large members may include backgrounds related to (a) prior involvement in rail trail development, operations and maintenance, (b) community relations, (c) local business perspective, and (d) prior rail trail committee experience.

Terms for Task Force members shall be as follows: the initial existing Task Force members reappointed serve for two year terms; appointed members from the Conservation Commission, Park and Recreation Commission, and Planning Board serve for one year terms; and new and reappointed at large members (after the initial cycle) serve for three year terms. Members can be reappointed.

Compliance with State and Local Laws and Town Policies

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

- The Code of Conduct for Selectmen Appointed Committee - A resident or employee who accepts appointment to a Town committee by the Board of Selectmen agrees that he/she will follow this code of conduct.
- The Town's Email Communication for Committee Members Policy – Anyone appointed to serve on a Town Board, Committee or Task Force by the Board of Selectmen agrees that he/she will use email communication in strict compliance with the Town of Sudbury's email policy, and further understands that any use of email communication outside of this policy can be considered grounds for removal from the committee by the Selectmen.
- Use of the Town's Website - The Task Force will keep minutes of all meetings and post them on the Town's website. The Task Force will post notice of meetings on the Town's website as well as at the Town Clerk's Office.

TOWN OF SUDBURY

RAIL TRAILS ADVISORY COMMITTEE

Approved by the Select Board: MONTH, DATE, YEAR

Amended: version 1

Mission Statement:

The mission of the Sudbury Rail Trails Advisory Committee is to advise the Select Board on matters regarding the development, design, support, safety, maintenance, enhancements, and overall quality of rail trails in Sudbury, specifically the Bruce Freeman Rail Trail and the Mass Central Rail Trail. The Committee shall objectively and critically consider the interests of trail users, residents, abutters, businesses, sensitive environmental areas, historic resources, and input from Town staff and relevant Town boards, committees, and commissions to facilitate an enjoyable experience that increases the overall quality of life in town. The Committee shall consist of up to seven (7) members and shall make recommendations as needed to the Select Board.

Goals:

- Monitor and support the safety of cyclists, pedestrians, and other rail trail users
- Monitor and update Town staff regarding the physical condition of the rail trails for maintenance needs
- Provide a forum for feedback from abutters, businesses, residents, and other interested ed parties to respond to community desires to improve the quality of trail conditions and amenities
- Consider and support additional linkages and amenities to improve access to and usage of the rail trail system
- Consider and recommend supporting infrastructure (e.g., benches, bike racks, interpretive panels, scenic overlooks, parking facilities, etc.) to enhance the enjoyment, value, and universal access offered by rail trails
- Consider and recommend policies to the Select Board that will promote safety and enjoyment of the rail trails for all, as well as contribute to the economic development of the town and the well-being of the community
- Consider and support programming to enhance, invite, educate, and improve the rail trail experience in Sudbury (e.g., rider skill development, guided walking tours, etc.)
- Make recommendations to the Select Board on funding needs, sources, and scope
- Collect data including rider counts, surveys, expert opinions, similar experience elsewhere, and other sources to support its decisions and recommendations when feasible
- Ensure all initiatives are consistent with applicable policies and agreements (e.g., MassDOT lease agreement for the Bruce Freeman Rail Trail corridor, the Massachusetts *Safe Routes to Schools Program*, etc.)

Background:

Sudbury is home to the intersection of two of the longest rail trails in the Commonwealth – a 4.6 mile stretch of the 25-mile Bruce Freeman Rail Trail running from Lowell to Framingham and a 4.3-mile

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stretch of the Mass Central Rail Trail, which is envisioned to run 100-miles+ from Boston to Northampton. Sudbury's trails intersect in the central section of town, just north of Route 20/Boston Post Road, adjacent to the Sudbury business district.

Rail trails have been developed across the Commonwealth and the country to serve a variety of purposes, including promoting recreation and physical health; safe, alternative transportation options; access to the natural environment; and enhancement of a community's quality-of-life.

Ongoing considerations include environmental constraints, abutter concerns, business concerns, public safety, financing, and continuing maintenance requirements.

Membership:

The Rail Trails Advisory Committee shall be appointed by the Select Board and other Town boards/commissions, and consist of between five (5) and seven (7) members in staggered three-year terms. The Committee will elect a Chair to lead the meetings, and a Clerk to ensure all meetings are properly posted and minutes of each meeting are kept. Minutes of the Committee's work shall be prepared and promptly posted on the Town website and sent to the Select Board on a regular basis. The Select Board will vote to choose one of its members to act as liaison between the Committee and the Select Board.

The Committee membership should include representatives from the following, subject to approval by the Select Board or the respective Town board/commission:

1. One (1) member from the Park and Recreation Commission
2. One (1) member from the Conservation Commission
3. One (1) member from the Planning Board
4. One (1) member who is a Sudbury resident appointed by the Select Board from three (3) recommendations provided by the Friends of the Bruce Freeman Rail Trail
5. Up to three (3) non-committee, at-large resident members*

*In the event the committee representative positions are not filled, additional non-committee resident members may be appointed to provide up to seven (7) members in total.

Committee Member Qualifications:

Rail Trails Advisory Committee members should be Sudbury residents with a demonstrated interest in rail trails, community relations, public health and recreation, alternative transportation options, natural and historic resources, business development, and/or promotion of Sudbury's unique sense of place.

Staffing Assistance

The Director of Planning and Community Development or his/her designee will support this Committee. Other staff may be consulted as needed, such as the Director of Public Works or his/her designee regarding operations and maintenance, or the Chief of Police or his/her designee regarding safety issues.

Compliance with State and Local Laws and Town Policies:

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Meetings will be open to the public, recorded, and will include community wide surveys and discussion groups.

The members of the Rail Trails Advisory Committee are responsible for conducting their 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, and Conflict of Interest Law, as well as all Town policies which affect Committee membership.

In particular, all appointments are subject to the following:

- The Code of Conduct for Select Board Appointed Committee
- The Town's Email Communication for Committee Members Policy
 - Anyone appointed to serve on a Town board/committee/commission by the Select Board agrees that he/she will use email communication in strict compliance with the Town of Sudbury's email policy, and further understands any use of email communication outside of this policy can be considered grounds for removal from the Committee by the Select Board.
 - The Committee will keep minutes of all meetings and post them on the Town's website. The Committee will post notice of meetings on the Town's website as well as with the Town Clerk's Office.

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**SUDBURY SELECT BOARD**

Tuesday, March 21, 2023

MISCELLANEOUS (UNTIMED)**8: Next steps on BFRT and MCRT****REQUESTOR SECTION**

Date of request:

Requested by: Patty Golden

Formal Title: Discussion and vote on next steps concerning the Bruce Freeman Rail Trail (BFRT) south of its intersection with Mass Central Rail Trail (MCRT). John Drobinski, Task Force chair to attend.

Recommendations/Suggested Motion/Vote: Discussion and vote on next steps concerning the Bruce Freeman Rail Trail (BFRT) south of its intersection with Mass Central Rail Trail (MCRT). John Drobinski, Task Force chair to attend.

Background Information:

Financial impact expected:

Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

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

03/21/2023 7:00 PM

Sent: Tuesday, March 14, 2023 9:23 PM
To: Select Board
Cc: Select Board's Office; Bruce Freeman Rail Trail
Subject: BFRT Next Steps - Recommendation for SB

Members of the Select Board,
On March 2, 2023, the Bruce Freeman Rail Trail Advisory Task Force voted unanimously to make the following recommendation to the Select Board:

The Bruce Freeman Rail Trail Advisory Task Force recommends to the Select Board the next phase (Phase 3) of the Bruce Freeman Rail Trail should be developed as a Massachusetts Department of Transportation (MassDOT) Transportation Improvement Program (TIP) funded project from its intersection with the Mass Central Rail Trail (aka "the diamond") southward all the way to Eaton Road in Framingham. The Bruce Freeman Rail Trail Advisory Task Force recommends the Select Board vote to endorse this plan for Phase 3 of the Bruce Freeman Rail Trail to allow Town staff to proceed forward accordingly with this next phase of the rail trail.

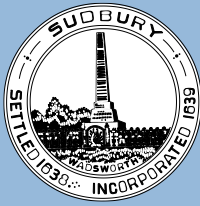
The Bruce Freeman Rail Trail Advisory Task Force and the Planning & Community Development Department hope you can take up this matter and put it to a vote at your March 21, 2023 meeting so Town staff and Fuss & O'Neill can begin working to further advance Phase 3 of the Bruce Freeman Rail Trail ASAP, including initiating meetings with MassDOT staff.

The Chair of the Bruce Freeman Rail Trail Advisory Task Force, John Drobinski, as well as myself, will plan to attend the meeting where this matter will be discussed.

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

Adam

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

**SUDBURY SELECT BOARD**

Tuesday, March 21, 2023

MISCELLANEOUS (UNTIMED)**9: Creation of Housing Production Plan Working Group****REQUESTOR SECTION**

Date of request:

Requestor: Adam Duchesneau

Formal Title: Vote to create/appoint a Housing Production Plan Working Group consisting of the following membership to assist in updating the Town of Sudbury's Housing Production Plan: Select Board Member, Planning Board Member, Housing Trust Member, Sudbury Housing Authority Member, DEIC member, COA member, ZBA member, and at-large member appointed by the Select Board.

Recommendations/Suggested Motion/Vote: Vote to create/appoint a Housing Production Plan Working Group to assist in updating the Town of Sudbury's Housing Production Plan: Select Board Member, Planning Board Member, Housing Trust Member, Sudbury Housing Authority Member, DEIC member, COA member, ZBA member, and at-large member appointed by the Select Board.

Background Information:**Financial Impact Expected:**

The consulting work to update the Housing Production Plan is being paid for using Regional Housing Services Office consulting hours and funds appropriated at the May 2021 Annual Town Meeting.

Background Information:

The Planning & Community Development Department is commencing the process to update the Town's Housing Production Plan which expired in April of 2021 (last version was completed in April of 2016). The Planning & Community Development Department has had discussions with the Regional Housing Services Office, and formulated a plan and rough timeline to get the process moving. As part of this, the Planning & Community Development Department currently has a Request for Proposals (RFP) out to bring on a consultant to assist the Town and the Regional Housing Services Office with the community engagement services portion of the process to update the Housing Production Plan. Town staff is hopeful the data collection and public outreach to update this plan can commence in April of 2023, with a goal of completing the plan update in early of 2024. The consulting work for this plan update process is being paid for using Regional Housing Services Office consulting hours and funds appropriated at the May 2021 Annual Town Meeting.

While there are eight (8) suggested membership positions above, it is strongly recommended this Working Group have an odd number (perhaps seven (7)) of members for quorum and voting purposes.

Financial impact expected:

Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

Select Board Office	Pending
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Town Manager's Office	Pending
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Town Counsel	Pending
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Select Board	Pending
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Select Board	Pending
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03/21/2023 7:00 PM

**SUDBURY SELECT BOARD**

Tuesday, March 21, 2023

MISCELLANEOUS (UNTIMED)**10: Remote meeting policy discussion****REQUESTOR SECTION**

Date of request:

Requested by: Leila S. Frank

Formal Title: Remote meeting policy discussion and possible vote to update.

Recommendations/Suggested Motion/Vote: Remote meeting policy discussion and possible vote to update.

Background Information:

Financial impact expected:

Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

Select Board Office Pending

Town Manager's Office Pending

Town Counsel Pending

Select Board Pending

Select Board Pending

03/21/2023 7:00 PM

Remote Participation for Meetings Under Emergency Order

Published [July 18, 2022](#) | [Town Manager](#) | Updated [July 21, 2022](#)

In light of the ongoing COVID-19 coronavirus outbreak, Governor Baker issued an emergency Order on March 12, 2020, allowing public bodies greater flexibility in utilizing technology in the conduct of meetings under the Open Meeting Law.

Update 7/18/22: The State has extended authorization for virtual public meetings through March 31, 2023.

From the Division of Open Government:

On July 16, 2022, Governor Baker signed into Law An Act Relative to Extending Certain State of Emergency Accommodations, which, among other things, extends the expiration of the provisions pertaining to the Open Meeting Law to March 31, 2023. Specifically, this extension allows public bodies to continue holding meetings remotely without a quorum of the public body physically present at a meeting location, and to provide "adequate, alternative" access to remote meetings. The Act does not make any new changes to the Open Meeting Law other than extending the expiration date of the temporary provisions regarding remote meetings.

Learn more at <https://www.mass.gov/the-open-meeting-law>

Update 2/16/22: The State has extended authorization for virtual public meetings through July 15, 2022.

For details, please see [Gov. Baker signs COVID bill with public meeting provisions \(MMA\)](#) or [Chapter 22 of the Acts of 2022 \(MA Legislature\)](#).

Update 3/8/21: Guidance for boards and committees on use of remote participation and other technology, such as Zoom as well as text messaging, email, etc.: [Technology Guidance for Boards/Committees 2021](#).

The Town of Sudbury greatly values the participation of its citizens in the public meeting process, but given the current circumstances and recommendations at both the state and federal levels to limit or avoid public gatherings, including Governor Baker's ban on gatherings of more than 25 people, together with the present closure of Sudbury Town

Hall and other public buildings to the public, the Town has decided to implement the "remote participation" procedures allowed under Governor Baker's Emergency Order for all boards, committees, and commissions. This means that:

1. All or any of the members of the public body may choose to participate in a public meeting via remote access. Meetings may be virtual, in their entirety.
2. The public will not be allowed into a Board/Committee meeting, even where there are any members of the public body and/or [city/town] staff or official(s) physically present at the meeting location during the meeting. "Public comment" portions of meetings may be temporarily suspended.
3. However, the public will be provided with alternative access through which they can watch or listen to meetings "in real time," and meeting notices will specify the manner in which members of the public may access audio or video of the meeting as it is occurring.
4. If, despite our best efforts, our technological capabilities do not adequately support public access to virtual or remote meetings, the Town will ensure that an audio or video recording, transcript, or other comprehensive record of the proceedings at the meeting is posted on the Town's website as soon as possible after the meeting.
5. Notices for public hearings will contain additional information about how the public may participate via electronic/technological means.
6. For executive session meetings, public access to the meeting will be limited to the open session portion(s) of the meeting only. Public access to any audio, video, internet or web-based broadcast of the meeting will be discontinued when the public body enters executive session.
7. Where individuals have a right, or are required, to attend a public meeting or hearing, including executive session meetings, they will be provided with information about how to participate in the meeting/hearing remotely.
8. Meeting notices will still be posted at least 48 hours in advance (not counting Saturdays, Sundays, or legal holidays), unless it is an emergency meeting as defined under the Open Meeting Law (in which event, the meeting notice will be posted with as much advanced notice as is possible in the circumstances). Minutes will still be taken.

Please check individual meeting agendas on the calendar or board/committee page on the Town's website, located at <https://sudbury.ma.us> for the latest information regarding meetings. Each meeting may experience unique circumstances that may require last minute changes in protocol, including cancellation or rescheduling. We appreciate your patience as we undergo this shift in a significant aspect of how the Town conducts business.

Policy on Remote Participation

PURPOSE STATEMENT

The Office of the Attorney General amended the Open Meeting Law regulations at 940 CMR 29.00 to allow members of public bodies, in limited circumstances, to participate remotely in meetings. While all members of Town Boards and Committees should try to attend meetings in person, the new regulations seek to promote greater participation in government meetings by allowing members to participate remotely when certain specific circumstances prevent them from being physically present.

The intent of this policy is to establish clear guidelines on the practice of remote participation by Town Boards and Committees under the Open Meeting Law, M.G.L. c.30A, §§18-25.

ENABLING AUTHORITY- 940 CMR 29.10(8)

A municipality may adopt a policy that prohibits or further restricts the use of remote participation by public bodies within its jurisdiction.

ADOPTION OF REMOTE PARTICIPATION

In accordance with 940 CMR 29.10(2)(a), the Select Board, on December 15, 2015, voted to authorize the adoption of 940 CMR 29.10 so that remote participation is permitted in the Town. In accordance with 940 CMR 29.10(3), the Select Board may revoke its adoption of 940 CMR 29.10 by simple majority vote at any time.

This policy and 940 CMR 29.10 shall apply to all Town boards, committees, commissions, sub-committees and other public bodies regardless of whether such public bodies are appointed or elected. Where the Remote Participation Policy is more stringent than 940 CMR 29.10, the Policy shall control.

MINIMUM REQUIREMENTS FOR REMOTE PARTICIPATION

Members of the public body who participate remotely and all persons present at the meeting location shall be clearly audible to each other.

A quorum of the body, including the chair or, in the chair's absence, the person authorized to chair the meeting, shall be physically present at the meeting location, as required by M.G.L. c.30A, §20(d).

Members of the public body who participate remotely must have access to the same materials being used at the meeting location.

Members of public bodies who participate remotely may vote and shall not be deemed absent for the purposes of Article III, Section 8 of the Town General By-laws and M.G.L. c. 39, §23D.

Section 23D (a): Notwithstanding any general or special law to the contrary, upon municipal acceptance of this section for 1 or more types of adjudicatory hearings, a member of any municipal board, committee or commission when holding an adjudicatory hearing shall not be disqualified from voting in the matter solely due to that member's absence from no more than a single session of the hearing at which testimony or other evidence is received. Before any such vote, the member shall certify in writing that he has examined all evidence received at the missed session, which evidence shall include an audio

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or video recording of the missed session or a transcript thereof. The written certification shall be part of the record of the hearing. Nothing in this section shall change, replace, negate or otherwise supersede applicable quorum requirements.

PERMISSIBLE REASONS FOR REMOTE PARTICIPATION

It is the express desire of the Select Board that remote participation in meetings be an infrequent event, for both individual board members and Town Boards and Committees as a whole. Chairs of public bodies are encouraged to interpret these rules in a strict fashion and to continue to induce all members to attend meetings in person as a general rule, due to the inherent benefits of physical presence in a meeting.

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A Board member may attend a meeting through electronic conferencing if their physical presence at the meeting is prevented due to one of the following extenuating circumstances: personal illness or disability; a family or other emergency; military service; geographic distance.

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Due consideration should be given regarding associate members on Boards and Committees, Associate members should be utilized in the absence of members of Boards and Committees when deemed appropriate by the chair. Any determination by the person chairing the meeting to allow or not to allow remote participation shall be final and shall not be appealable.

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The Commission on Disability may by majority vote of the commissioners at a regular meeting authorize remote participation applicable to a specific meeting or generally to all of the commission's meetings. If the Commission on Disability utilizes remote participation, a physical quorum of that commission's members shall not be required to be present at the meeting location; provided, however, that the chair or, in the chair's absence, the person authorized to chair the meeting, shall be physically present at the meeting location. The commission shall comply with all other requirements of law and this policy.

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ACCEPTABLE METHODS OF REMOTE PARTICIPATION

The following media are acceptable methods for remote participation. Remote participation by any other means is not permitted. Accommodations shall be made for any public body member who requires TTY service, video relay service, or other form of adaptive communications.

- i. Telephone, internet, or satellite enabled audio or video conferencing.
- ii. Any other technology that enables the remote participant and all persons present at the meeting location to be clearly audible and, if possible, clearly visible to all persons present at the meeting location.
- iii. If technical difficulties arise as a result of utilizing remote participation, the chair should suspend discussion while reasonable efforts are made to correct any problem that interferes with remote participant's ability to hear or be heard clearly by all persons at the meeting location. If technical difficulties result in a remote participant being disconnected from the meeting, that fact and the time at which the disconnection occurred and subsequent reconnection if achieved shall be noted in the meeting minutes. If a public hearing occurs after disconnection, the member shall be noted as absent.

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PROCEDURES FOR REMOTE PARTICIPATION

Any member of a public body who wishes to participate remotely shall, at least 48 hours or as soon as reasonably possible prior to the meeting, notify the chair or person chairing the meeting of their desire to do so and the reason for and facts supporting his or her request.

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- i. If the chair approves the request for remote participation, they shall make any necessary arrangements with appropriate Town personnel to ensure that the required equipment is available and, to the greatest extent practical, provide access to all meeting materials. THE TOWN DOES NOT GUARANTEE AVAILABILITY OF REQUIRED EQUIPMENT AT ANY PARTICULAR TIME OR LOCATION.
- ii. At the start of the meeting, the chair shall announce the name of any member who will be participating remotely and the reason for their remote participation. This information shall also be recorded in the meeting minutes.
- iii. All votes taken during any meeting in which a member participates remotely shall be by roll call vote. Members may participate remotely even if they are not qualified to vote.
- iv. Remote participants shall preserve the confidentiality of the executive session (where applicable). The remote participant shall state at the start of any such session that no other person is present and/or able to hear the discussion at the remote location, unless presence of that person is approved by simple majority vote of the public body, and that the session is not being remotely recorded by any device.
- v. The Town shall not be responsible for the reimbursement of any out-of-pocket costs associated with the remote participation of Board members.
- vi. Members participating remotely are cautioned that the same obligations of consideration apply as in any physical meeting. Remote participants should direct all their attention to the meeting and should make their decisions based upon the same information as is available to all the other participants in the meeting. The remote participant shall also state at the beginning of any meeting that no other person is in proximity who could exert undue influence on the participant, in either executive or public session, and shall inform the chair if that situation changes.
- vii. The chair of any committee which has agreed to allow remote participation shall provide to the Select Board, no later than June 30 and December 31 of each year, a report that indicates the date(s) of any meetings for which remote participation was requested, the name(s) of individuals making the request, the determination of the chair for each request, and a summary of any logistical, technical and compliance issues related to remote participation.

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- viii. A quorum of any committee, commission, or board must be in-person. Remote participation is permitted up to anything less than a quorum of members.

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ix.

- x. Remote participants shall not operate a motor vehicle or otherwise jeopardize personal or public safety while participating in a meeting.

(Approved 12/15/2015)

**SUDBURY SELECT BOARD**

Tuesday, March 21, 2023

MISCELLANEOUS (UNTIMED)**11: Letter of support for Goodnow Library****REQUESTOR SECTION**

Date of request:

Requested by: Patty Golden

Formal Title: Discussion and possible vote whether to approve letter of support for Goodnow Library to include in their grant proposal, for a \$20K two-year grant the library is applying for through the MA Board of Library Commissioners to "Unearth Sudbury's Indigenous History" due on April 11, 2023.

Recommendations/Suggested Motion/Vote: Discussion and possible vote whether to approve letter of support for Goodnow Library to include in their grant proposal, for a \$20K two-year grant the library is applying for through the MA Board of Library Commissioners to "Unearth Sudbury's Indigenous History" due on April 11, 2023.

Background Information:
see attached

Financial impact expected:

Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

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

03/21/2023 7:00 PM

From: Katina Fontes <katinafontes@gmail.com>
Sent: Thursday, February 23, 2023 12:16:18 PM
To: Russo, Charlie
Cc: Green, Esme
Subject: Re: Letter of Support for grant opportunity

Hi Charlie,

In response to #3, from what I understand about the Cultural Landscape Study, this grant project does not overlap in scope, but the two applications for funds, if they are successful, complement one another. Sudbury is really lacking in information about its Indigenous history, so all efforts to improve this knowledge base are good! It is because of this lack of source data that we are looking to build the special collection in multiple ways, such as visiting archives outside of Sudbury and through the collection of oral history.

Regarding your second question, there are certainly elders in the region (Nipmuc, Wampanoag, Massachusetts, and other Indigenous groups), some of whom may have stories related to Sudbury. We will not know exactly what information they have until they are interviewed. The grant would fund an Indigenous consultant to oversee the oral history project. This person would reach out through their network to identify elders with stories that might connect to Sudbury's history and work with Indigenous interns to record the interviews. One of the goals of the oral history component is to build trust between the town and the Indigenous community by providing a benefit to the Indigenous community.

If you have additional questions, please do not hesitate to reach out.

All the best,
 Katina

On Wed, Feb 22, 2023 at 1:27 PM Russo, Charlie <RussoC@sudbury.ma.us> wrote:
 Hi Esme (and Katina),
 Nice to hear from you, thanks for reaching out on this important topic. I think I have three initial questions:

1. (most important) is there a deadline I should be aware of? The timing may affect whether we can get something in front of the full Select Board.
2. Who would be the elders you'd speak with? Nipmuc and Mashpee Wampanoag, I assume. Do you know if there's much oral history remaining regarding Sudbury?
3. Is there any connection with the Historical Commission's CPC request for \$35,000 for a Indigenous Cultural Landscape Study at the upcoming Town Meeting? I wonder if these could be complementary efforts somehow?

thanks,
 Charlie

Charlie Russo
 Town of Sudbury Select Board Chair
russoc@sudbury.ma.us

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

From: Green, Esme
Sent: Wednesday, February 22, 2023 1:09:03 PM
To: Russo, Charlie
Cc: katinafontes@gmail.com
Subject: Letter of Support for grant opportunity

Hello Charlie,
 I hope you are doing well. I am writing today to ask for the SB's support for a \$20K two-year grant the library is applying for through the MA Board of Library Commissioners to "Unearth Sudbury's Indigenous History."

This project aims to "unearth" sources of information on Sudbury's Indigenous history. The project will use a two-pronged approach of collecting primary sources from archives in Sudbury and other towns and recording oral histories from Indigenous elders. The materials collected through this project will compose a new Sudbury Indigenous History Special Collection (SIHSC) housed in the Goodnow Library's archive.

This SIHSC will be available to the public and benefit educators, researchers, historians (scholarly, public, and amateur), and anyone in the general public curious about local Indigenous history. It will also benefit the local Indigenous community by providing an archive to store documents and information for future generations.

It would be immensely helpful if we could get a letter of support from either you as the Chair, or the whole select board, if possible. I am happy to provide any additional information or answer specific questions about the project.

Many thanks for your consideration,
 Esme

Esmé E. Green (she/her)
 Director, Goodnow Library
 ALA Chapter Councilor/MLA Conference Co-chair
 978-440-5515 office
 978-493-7889 cell
My work day may look different than your work day. Please do not feel obligated to respond out of your normal working hours.

Attachment 11.a: Goodnow email (5798 : Letter of support for Goodnow Library)

DRAFT LETTER OF SUPPORT FOR LSTA GRANT

Dear Massachusetts Board of Library Commissioners,

This letter is being submitted in support of the Goodnow Library's "Unearthing Sudbury's Indigenous History" *Go Local* grant application.

Sudbury's published and archived historical record has long glossed over its Indigenous history. The town's archives have only a small number of primary source documents on this history from the 17-19th centuries, and most of the available secondary sources, primarily books, are written from a white male perspective and in a manner that is biased toward the English settlers, especially in discussions of conflicts and war. The proposed project aims to "unearth" additional sources by broadening the search for documents related to Sudbury's Indigenous history to archives in nearby towns. The records from this period that have not been destroyed are scattered and housed in different archive locations throughout the region. For this reason, one of the project's goals is to gather and consolidate copies of documents in one special collection at the Goodnow Library. The project also has an oral history component, for which local Nipmuc, Massachusetts, and Wampanoag elders will be interviewed to record and preserve stories passed along from generation to generation. These oral histories will provide new perspectives on local history and potentially lead project staff toward additional documents or artifacts to add to the special collection.

We support this project because it fills a void in the Goodnow Library's archive and within our community. Across our town, organizations are working to fill in the gaps in the historical record and provide a more inclusive narrative of the history of Sudbury. To do our part, the Goodnow Library Trustees adopted a land acknowledgment last fall as a first step toward recognizing these gaps and affirming our commitment to learning more about local Indigenous history. This project will take us a step further via an active search for additional sources of information related to Sudbury's Indigenous history and consolidating items in one centralized collection. And this, in turn, will provide better access for researchers, educators, and members of the public with a desire to learn more about local history in an inclusive and balanced manner.

We respectfully ask that you fund this project with the requested amount of \$20,000.

Sincerely,

Goodnow Library Board of Trustees

**SUDBURY SELECT BOARD**

Tuesday, March 21, 2023

MISCELLANEOUS (UNTIMED)**12: Minutes Review****REQUESTOR SECTION**

Date of request:

Requestor: Chair Russo

Formal Title: Vote to review and possibly approve the open session minutes of 12/13/22.

Recommendations/Suggested Motion/Vote: Vote to review and possibly approve the open session minutes of 12/13/22.

Background Information:
attached draft

Financial impact expected:

Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

Select Board Office Pending

Town Manager's Office Pending

Town Counsel Pending

Select Board Pending

Select Board Pending

03/21/2023 7:00 PM

SUDBURY SELECT BOARD

TUESDAY, DECEMBER 13, 2022

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

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

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

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

Call to Order/Roll Call

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

Opening Remarks by Chair

- Town Manager Agreement between the Town of Sudbury and Andrew J. Sheehan has been signed
- Good news – Sudbury's electricity aggregate rate is almost half of the Eversource rate

Reports from Interim Town Manager Bilodeau

- Sudbury Transfer Station will be closed December 24th and December 31st
- The Eversource Transmission Line hearing will take place on December 20, 2022

Reports from Select Board

Board Member Kouchakdjian had nothing further to add.

Board Member Carty:

- SPS Budget discussions will continue this week
- Confirmed he would not be participating in agenda item #3 discussion regarding the Mass Central Rail Trail

Vice-Chair Dretler:

- Health Department Director Bill Murphy is leaving his post in Sudbury; we all wish him well

Board Member Roberts:

- The Finance Committee has been involved with SPS and LSRHS budget discussions
- Increase in respiratory virus at Sudbury schools was discussed at the Board of Health (BOH) meeting today
- Recommended that everyone continue take precautions and wear masks to help spread COVID and other viruses.
- Thanked Bill Murphy for his contribution to the Town of Sudbury, and wished him well

Public Comments on items not on agenda

None

Discussion with Paul Jahnige of the Department of Conservation and Recreation regarding Mass Central Rail Trail

Present: Paul Jahnige, DCR Trail Planner

Chair Russo announced Mr. Jahnige was at the meeting to provide update regarding the MA Central Rail Trail which spans for some 105 miles from Boston to North Hampton.

Mr. Jahnige explained that Phase 2 reflected the DCR part of the trail, and that Sudbury was part of the Wayside Section.

Vice-Chair Dretler mentioned the Bruce Freeman Rail Trail (BFRT) site on the Town website, and suggested a project page for the MCRT could have a similar site on the Town website. Mr. Jahnige stated that DCR could provide a link to the DCR site as well.

Chair Russo inquired about encouraging business along the trail. Chair Dretler commented about how the Assabet Trail is connected to businesses in Cochrane.

Resident Kay Bell, COD Chair, 348 Old Lancaster Road, spoke as a resident who uses the trails, stressed the benefits associated with trails connecting to local businesses and housing.

Resident Manish Sharma, 77 Colonial Road, asked how local businesses could help with funding for the trail and ADA accessibility aspects. He inquired about grant opportunities.

Resident and Chair of the BFRT Advisory Committee, John Drobinski, 94 Woodside Road, stated he was looking forward to working collaboratively on the project.

Resident Len Simon, 40 Meadowbrook Circle, asked about the two bridges on the MCRT, and if they would be able to support emergency vehicles. Mr. Jahnige responded that a fire truck might have difficulty. Mr. Simon asked about donations such as benches.

Resident Dick Williamson, 22 Farmstead Lane, mentioned that his home was some 50 feet from the MCRT, and wanted to learn more about area parking and questioned the access points. He indicated that he was pleased to be able to connect to the trails so easily.

Resident and BFRT Advisory Committee Member Glen Pransky, 102 Barton Drive, agreed that people are happy to be able to access the trail so close to available parking, and asked about proposed parking.

Resident and Conservation Commission Member Dave Henkels, 17 Twin Pond Lane, mentioned the dual trail projects in Sudbury, and expressed concern about capacity of the Town to be able to monitor the projects successfully. He suggested the Town might consider having a person monitor the projects on a full-time basis.

Interview candidate for Sudbury Housing Trust – Sarah Vaswani

Present: Sarah R. Green Vaswani

Ms. Vaswani presented her related affordable housing experience in Boston.

Board Members interviewed Ms. Vaswani, and thanked her for volunteering.

Board Member Kouchakdjian motioned to appoint Lisa motioned to appoint Sarah R. Green Vaswani, 45 Great Lake Drive, to the Sudbury Housing Trust for a term ending 5/31/23. Vice-Chair Dretler seconded the motion.

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

VOTED: To appoint Lisa motioned to appoint Sarah R. Green Vaswani, 45 Great Lake Drive, to the Sudbury Housing Trust for a term ending 5/31/23.

Interview candidate for Sudbury Housing Trust – Jessica Merrill

Present: Jessica Cerullo Merrill

Ms. Merrill presented her experience with family advocacy, education and the open space that Sudbury offers.

Board Members interviewed Ms. Cerullo Merrill, and thanked her for volunteering.

Board Member Kouchakdjian motioned to appoint Jessica Cerullo Merrill, 14 Baswood Avenue, to the Sudbury Housing Trust for a term ending 5/31/23. Vice-Chair Dretler seconded the motion.

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

VOTED: To appoint Jessica Cerullo Merrill, 14 Baswood Avenue, to the Sudbury Housing Trust for a term ending 5/31/23.

Interview candidate for CIAC – Peter Iovanella

Present: Peter Iovanella

Mr. Iovanella summarized aspects of his background in construction and realty development, as well as his interest in local capital projects.

Board Members interviewed Mr. Iovanella, and thanked him for volunteering.

Board Member Roberts motioned to appoint Peter Iovanella, 258 Dutton Road, to the Capital Improvement Advisory Committee (CIAC) for a term expiring 5/31/25. Board Member Kouchakdjian seconded the motion.

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

VOTED: To appoint Peter Iovanella, 258 Dutton Road, to the Capital Improvement Advisory Committee (CIAC) for a term expiring 5/31/25.

Consent Calendar

Vote to accept the resignation of Historic Districts Commission (HDC) member Susanna Finn, 58 Hudson Road, effective 12/11/22, and send a letter of thanks for her service to the Town.

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

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

VOTED: To accept the resignation of Historic Districts Commission (HDC) member Susanna Finn, 58 Hudson Road, effective 12/11/22, and send a letter of thanks for her service to the Town.

Interview candidate for the Historic Districts Commission (HDC) – Jordan Wachs

Present: Jordan Wachs

Mr. Wachs stated that he owns an older home in the King Philip District and is in the process of renovating the home. He mentioned that he would like to help other owners of historic homes in Sudbury, and provide related information.

Board Members interviewed Mr. Wachs, and thanked him for volunteering.

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

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

VOTED: To appoint Jordan Wachs, 22 King Philip Road, to the HDC for a term expiring 1/1/25

Discussion on ATM Warrant Articles regarding Sudbury Housing Trust, Transportation, and Small Wireless Facility

Interim Town Manager Bilodeau referred to several minor edits to the Sudbury Affordable Housing Trust Bylaw. Board Members were in agreement.

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

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

VOTED: To amend the Affordable Housing Trust Bylaw to move forward as a Warrant Article for 2023 Town Meeting.

Goal Setting Discussion and Update

Board Members discussed various aspects of the Goal Setting document.

Board Member Kouchakdjian commented about prioritization of and the partnering with COD and community members, to advance ADA projects.

Board Member Carty suggested that priority goals be discussed on a quarterly basis. He added that the Chair could include the Sustainability Goal in the State of Town address.

Vice-Chair Dretler opined about the funding of the CSX rail trail section. Interim Town Manager Bilodeau stated that Director of Planning and Community Development Adam Duchesneau would be providing additional information.

Interim Town Manager Bilodeau recommended that final Board edits/additions be submitted to the Select Board's Office by Wednesday, January 4, 2023 in order to be added to the January 10, 2023 Select Board meeting agenda.

Discussion on Town Counsel Evaluation Process

Vice-Chair Dretler confirmed the Town Counsel Contract reflected a three-year contract. Interim Town Manager Bilodeau added that KP Law had been with the Town for six years, and the current Town Counsel Agreement expires on June 30, 2023.

Vice-Chair Dretler recommended the Select Board follow best practice, and check other firms. Board Members agreed.

Interim Town Manager Bilodeau stated she would distribute the Town Counsel Evaluation Form to Members for return to her by January 3, 2023.

Chair Russo commented that feedback from Staff might be beneficial for the Board.

Discussion and possible vote on Vocational Education Letter

Board Members reviewed and provided edits to the Vocational Education Letter.

Chair Russo emphasized that a full analysis of all five schools should take place, which will likely take some time. Board Members shared their goal of getting the Vocational Education Article on the 2024 Town Meeting.

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

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

VOTED: To authorize Board Member Kouchakdjian to finalize the Vocational Education Letter to five relevant school districts considered, as edited at this meeting.

Public Comments (cont.)

Manish Sharma mentioned the 386th birthday of the US National Guard. He mentioned that Board Member Roberts incurred an outstanding bill with his restaurant.

Board Member Roberts strongly disagreed with the characterization as presented by Mr. Sharma.

Upcoming agenda items

December 20th Meeting:

- First Parish Lease
- Eversource Update
- KPI Presentation to include ARPA update
- License Renewals
- Two DEI interviews and vote
- Energy and Sustainability interview and update from Energy and Sustainability Committee
- Transportation Discussion

January 10th Meeting:

- Eversource Hearing

- Select Board Warrant Articles
- Town Counsel Evaluation
- Financial Updates and Condition of the Town
- Sewataro Update with Camp Operator

Future Items:

- MWRA Topic related to feasibility study with Water District Director
- BFRT Advisory Committee and assignment as BFRT General Committee
- Discussion with SPS Re: 2024 Budget and LS Budget
- LS Agreement Update
- Sewataro finances, and other Town partnerships such as Sienna Farms
- Interview process discussion

Adjourn

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

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

VOTED: To adjourn the meeting

There being no further business, the meeting was adjourned at 10:00 PM.



SUDBURY SELECT BOARD

Tuesday, March 21, 2023

MISCELLANEOUS (UNTIMED)**13: Public Comments (cont)**REQUESTOR SECTION

Date of request:

Requested by: Patty Golden

Formal Title: Public Comments (cont)

Recommendations/Suggested Motion/Vote:

Background Information:

Financial impact expected:

Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

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

03/21/2023 7:00 PM



SUDBURY SELECT BOARD

Tuesday, March 21, 2023

MISCELLANEOUS (UNTIMED)**14: Upcoming agenda items****REQUESTOR SECTION**

Date of request:

Requested by: Patty Golden

Formal Title: Upcoming agenda items

Recommendations/Suggested Motion/Vote:

Background Information:

UPDATE THE ATTACHED for this mtg

Financial impact expected:

Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

Select Board Office Pending

Town Manager's Office Pending

Town Counsel Pending

Select Board Pending

Select Board Pending

03/21/2023 7:00 PM

POTENTIAL UPCOMING AGENDA ITEMS/MEETINGS

MEETING/EVENT	DESCRIPTION
April 4	Sign Annual Town Meeting warrant and send to print
High priority items	Policy of interviewing for every committee (Carty)
	LS agreement
	Discussion on recent Board/Committee resignations
	MBTA communities discussion (with Planning Board)
	BFRT Advisory Task Force – possibly change name
	Voc Ed update (Lisa K.)
	Mass Central Rail Trail/DCR
	MWRA discussion
	Broadacres Property: next steps
	Official statement re: Eversource Transmission Line
	Official vote on extension of Town Counsel contract with KP Law
	Sewataro discussion – 50% design of Liberty Ledge
	Peakham Road speed limit
Date to be determined	Remote Meeting Policy (Lisa K.)
	Capital Process
	Citizen Leadership Forum (Govt and how it works)
	Climate Emergency declaration & sustainability director
	Annual Legislative Update (after Town Meeting) with Sen. Eldridge and Rep. Gentile
	Discussion on potential ADA policy
	Discussion on Town Manager Task Requests
	SB self-evaluation process individually and collectively (Lisa K)
	Fairbank Community Center update (ongoing)
	Pets in cemeteries
	Investment Advisory Committee
	Discussion on business and economic committee (Lisa K)
	Invite Commission on Disability Chair to discuss Minuteman High School
	Local receipts – fee schedule review (Chair Russo)
	Bi-monthly update from Eversource (Oct, Dec, Feb, Apr, June, Aug)
	Quarterly review of approved Executive Session Minutes for possible release (February, May, August and November). Consider separate meeting solely for this purpose.
	Quarterly update on Bruce Freeman Rail Trail (BFRT) (March, June, September, December)
	Quarterly update on Key Performance Indicators (KPIs) projects to track (December, March, June, September)
	Solar Panels
	Subcommittee discussion (Executive)
	Work Session with Town Counsel: Select Board/Town Manager Code of Conduct and other procedural training
Standing Items for All Meetings	Select Board requests for future agenda items at end of meeting
	Public Comments, continued (if necessary)

Attachment 14.a: Upcoming items 3.21.13 (5733 : Upcoming agenda items)

**SUDBURY SELECT BOARD**

Tuesday, March 21, 2023

CONSENT CALENDAR ITEM**15: 157 Brimstone lane Lot 1 and 2 ROFR****REQUESTOR SECTION**

Date of request:

Requestor: Adam Duchesneau, Director of Planning & Community Development

Formal Title: As recommended by the Land Acquisition Review Committee (LARC), vote to recommend the Select Board NOT exercise the Town of Sudbury's right of first refusal to purchase Lots 1 and 2 on the property at 137 Brimstone Lane.

Recommendations/Suggested Motion/Vote: As recommended by the Land Acquisition Review Committee (LARC), vote to recommend the Select Board NOT exercise the Town of Sudbury's right of first refusal to purchase Lots 1 and 2 on the property at 137 Brimstone Lane.

Background Information:

At their meeting on March 15, 2023, the Land Acquisition Review Committee reviewed the Notice of Intent to Sell which had been submitted for 137 Brimstone Lane, Lots 1 and 2. After discussion, the Land Acquisition Review Committee voted unanimously, 4-0, to recommend the Select Board NOT exercise the Town of Sudbury's right of first refusal to purchase Lots 1 and 2 on the property at 137 Brimstone Lane.

See attached Notice of Intent to Sell for both Lot 1 and Lot 2.

Financial impact expected:

Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

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

03/21/2023 7:00 PM

Law Office of Theodore P. Orenstein

29 Ricker Road
 Newton, Massachusetts 02458
 (617) 964-1173
 (e) tporenstein@gmail.com

RECEIVED
 FEB 23 2023

February 21, 2023

BY:

Via Certified Mail
Return Receipt Requested

Town of Sudbury
 Select Board
 c/o Town Clerk
 322 Concord Road
 Sudbury, MA 01776

RE: **NOTICE OF INTENT TO SELL/CONVERT LAND SUBJECT TO M.G.L. CHAPTER 61B §9.** 69,752 +/- sq. ft. of land ("Property"), being a portion of 137 Brimstone Lane, Sudbury, Massachusetts, Assessors Map L04 Parcel 006, owned by Theodore Orenstein and Judith Aronson Webb, Trustees of the David Aronson 2003 Revocable Trust u/d/t/ dated September 11, 2003, and Theodore Orenstein and Judith Aronson Webb, Personal Representatives of the Estate of Georgianna Aronson, Middlesex Probate Case No. MI17P4150EA (Owner") with an address of 29 Ricker Road, Newton, MA 02458; Telephone No. 617) 964-1173

Dear Members of the Board:

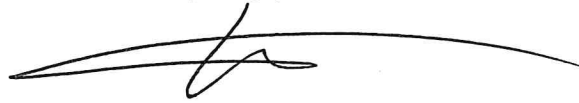
This letter pertains to the above-referenced Property which is currently registered with the Town of Sudbury as recreational land pursuant to M.G.L. Chapter 61B. I enclose a reduced copy of a plan of land entitled "Plan of Land of 137 Brimstone Lane in Sudbury, MA" prepared by Connorstone Engineering Inc., dated April 8, 2022 ("Plan") for reference purposes. The Plan has been endorsed by the Planning Board and recorded with the Middlesex South Registry of Deeds as Plan No. 507 of 2022. Please note that the Property is only a 69,752 +/- sq. ft. portion Lot 1 shown on the Plan, and the Property is specifically delineated as "REMAINING Area=69,752 S.F." on the additional plan enclosed herewith. Pursuant to M.G.L. Chapter 61B §9, notice is hereby given to the Town of Sudbury of the intent of the Owner to sell the Property to Kenneth Busch and Jason Gasdick or their nominee or permitted assignee ("Buyer"), for residential, industrial or commercial use in consideration of \$200,000. The present intent of the Buyer is to occupy the Property and the adjacent portion of Lot 1 for residential purposes as soon as practicable after closing. Lot 1 as shown on the Plan is 3.0+/- acres, which includes 61,033+/- sq. ft. of land which is not classified pursuant to said Chapter 61B (1,033 sq. ft. of which was recently conveyed from the Town) in addition to the Property. Enclosed please find a certified copy of the executed Purchase and Sale Agreement for the Property, specifying the purchase price and all terms and conditions of the proposed sale, as well as a certified copy of the Purchase & Sale Agreement for the 61,033+/- sq. ft. contiguous portion of Lot 1 which is not subject to Chapter 61B.

Attachment 15.a: 137 Brimstone Lane - Notice of Intent to Sell 230223 (5793 : 157 Brimstone lane Lot 1 and 2 ROFR)

I ask that you kindly schedule this matter for the next available hearing. If you require any additional information or documentation, please do not hesitate to contact me.

Thank you.

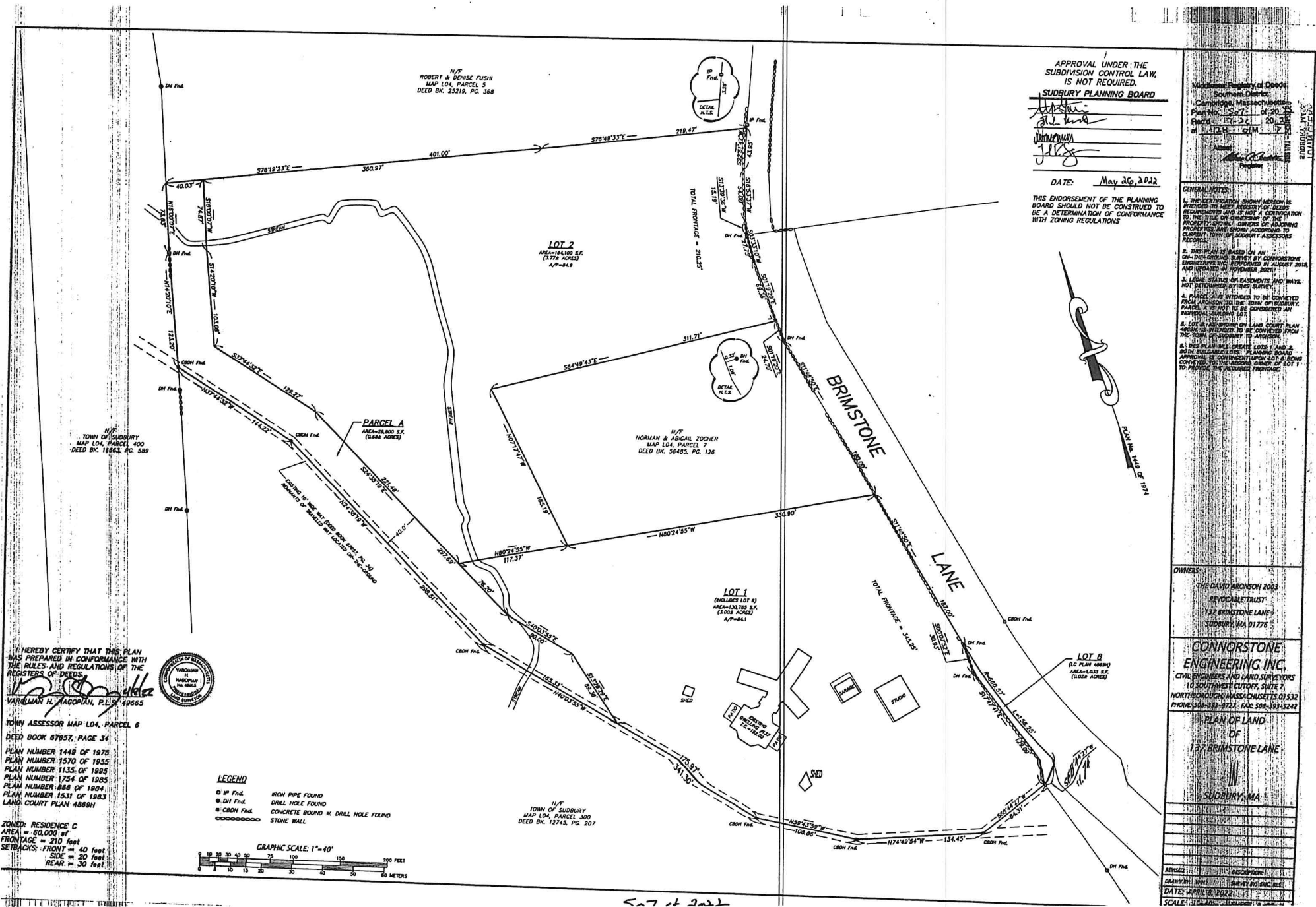
Very truly yours,

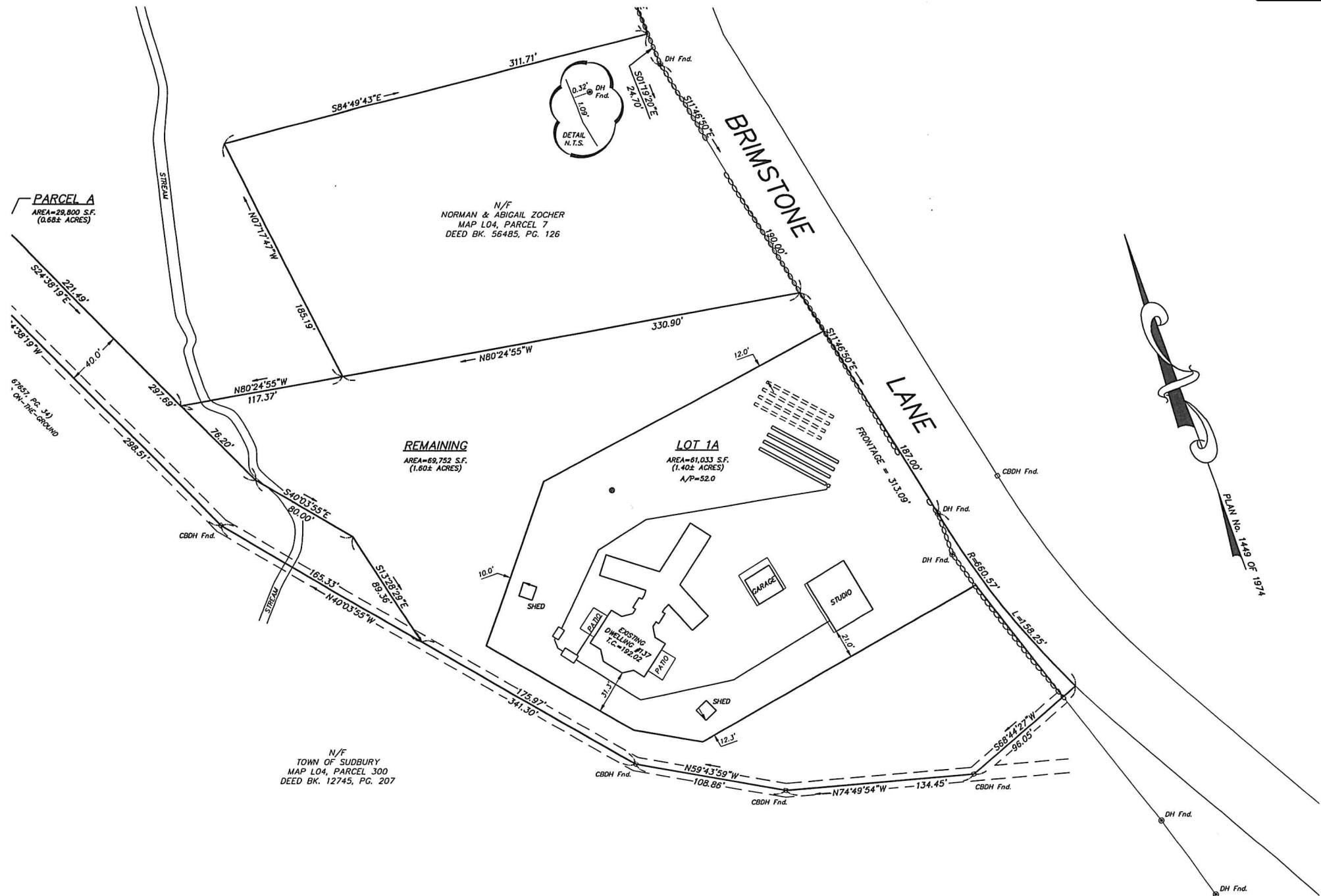


Theodore P. Orenstein

Enclosures

cc: By Certified Mail Return Receipt Requested
Sudbury Planning Board, with enclosures
Sudbury Conservation Commission, with enclosures
Sudbury Board of Assessors, with enclosures
State Forrester c/o Commissioner of Department of Conservation and Recreation,
with enclosures
Lee Smith Esq., with enclosures (regular mail)





A True Copy

ATTEST: Theodore P. Orenstein**PURCHASE AND SALE AGREEMENT**
(hereinafter referred to as the "Agreement")This 6th day of December, 2022.

1. **PARTIES AND MAILING ADDRESSES** Theodore Orenstein and Judith Webb, Trustees of the David Aronson 2003 Revocable Trust w/d/t/ dated September 11, 2003, as evidenced by a Trustee's certificate pursuant to M.G.L. c. 184, §35 recorded with the Middlesex South Registry of Deeds in Book 68485, Page 90, and Theodore Orenstein and Judith Webb, Personal Representatives of the Estate of Georgianna Aronson, Middlesex Probate Case No. MI17P4150EA (hereinafter referred to as the "SELLER") agree to sell and Kenneth Busch and Jason Gasdick (hereinafter referred to as the "BUYER") (SELLER and BUYER sometimes hereinafter collectively referred to as the "Parties"), agree to buy, upon the terms hereinafter set forth, the following described premises:
2. **DESCRIPTION** A- 69,752 sq. ft. portion of a parcel of the land and the buildings and improvements, if any being known and numbered as 137 Brimstone Lane, Sudbury, MA 02539, which is shown as a portion of Lot 1 sketched on the attached plan which is an excerpt of the plan entitled Plan of Land of 137 Brimstone Lane in Sudbury, MA prepared by Connorstone Engineering, Inc. dated April 8, 2022 recorded with the Middlesex South Registry of Deeds as Plan No 507 of 2022 ("Plan"). Seller's title is derived from the deed recorded with the Middlesex South Registry of Deeds in Book 67657 Page 34, the Estate of Georgianna Aronson and the deed from the Town of Sudbury of Lot 8 on the Plan which deed will be registered prior to closing (hereinafter referred to as the "Premises"). For the avoidance of doubt, Lot 1 does not include Parcel A shown on the Plan.
3. **BUILDINGS, STRUCTURES, IMPROVEMENTS, FIXTURES** Included in the sale as a part of said Premises are the buildings, structures, and improvements now thereon, if any, and the fixtures used in connection therewith including, if any, all wall-to-wall carpeting, drapery rods, automatic garage door openers and remotes, if any, venetian blinds, window shades, screens, screen doors, storm windows and doors, awnings, shutters, furnaces, built in heaters, heating equipment, stoves, ranges, oil and gas burners and fixtures appurtenant thereto, hot water heaters, plumbing and bathroom fixtures, garbage disposers, electric and lighting fixtures, mantels, outside television antennas, fences, gates, trees, shrubs, plants and all appliances and fixtures.
4. **TITLE DEED** Said Premises are to be conveyed by a good and sufficient quitclaim deed running to the BUYER, or to the nominee 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 omitted;
 - (c) Such taxes for the then current fiscal 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 delivery of such deed; and
 - (e) Easements, restriction and reservations of record, if any, so long as the same do not prohibit or materially interfere with the current use of said Premises as a single-family residential 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 to said Premises.
7. **PURCHASE PRICE** The agreed to purchase price for said Premises is \$200,000.00, of which:

\$ 20,000.00	having previously been paid as a deposit and Sale Agreement; and
\$ 180,000.00	are to be paid to SELLER at the time of recording of the deed by attorney's IOLTA account check, domestic wire, funds transfer, pursuant to written wiring instructions of the SELLER on the closing attorney's wire release form.
\$ 200,000.00	TOTAL






8. TIME FOR PERFORMANCE; DELIVERY OF DEED ("CLOSING") Such deed is to be delivered **simultaneously with the closing** for the non 61B parcel of 137 Brimstone Lane, Sudbury MA (the "non 61 B parcel"), which closing date shall be set pursuant to the terms of the purchase and sale agreement (for the non 61 B parcel) of even date between the parties at the office of the settlement agent. It is agreed that time is of the essence of this Agreement. Neither the SELLER, nor SELLER's agents or attorney shall be required to attend the Closing but do agree to ensure that the original Deed, original Power of Attorney, and other customary documents are delivered to the closing attorney in a timely fashion for Closing and recording on the same business day.
9. POSSESSION AND CONDITION OF PREMISES Full possession of said Premises free and clear of all tenants and occupants, prior to the time of the delivery of the deed, said Premises to be then (a) in the same condition as they were at the time of BUYER's home inspection, or if none as of the date of the Offer to Purchase, 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 this Agreement; and (d) in compliance and conformity with all other terms and provisions of 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.
- Notwithstanding any other provisions of this Agreement regarding the conditions of said Premises, at the time of closing, the Premises shall be broom cleaned and free of all SELLER's possessions, debris and rubbish, and between the date hereof and the closing, the SELLER shall maintain and service the premises and its appurtenances, including landscaping, at the same level of effort and expense as the SELLER has maintained or serviced the premises for the SELLER'S own account prior to this Agreement.
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, the Closing shall be extended for up to sixty (60) calendar days from the Closing Date. The SELLER shall not be obligated to expend more than one-half of one percent of the purchase price exclusive of voluntary monetary liens, municipal liens and real estate taxes, and/or unexpired attachments of record.
11. FAILURE TO PERFECT TITLE OR MAKE PREMISES CONFORM, etc. If the SELLER elects to not expend more than the amount outlined in Paragraph 10 above to perfect or cure any issues contemplated by Paragraph 10 or 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 to the BUYER and all other obligations of the Parties hereto shall cease and this Agreement shall be void without recourse to the Parties hereto, unless the BUYER elects to proceed pursuant to Paragraph Twelve (12), below.
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 if the said Premises shall have been damaged by fire, vandalism or any other casualty, whether or not insured against, or in the event of a taking of all or a portion of the Premises then the BUYER may terminate this Agreement.
13. ACCEPTANCE OF DEED The acceptance and recording of a deed by the BUYER or the BUYER's 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 the delivery of said deed.
14. USE OF MONEY TO CLEAR TITLE To enable the SELLER to make conveyance as herein provided, the SELLER shall, 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 the deed, or in the case of mortgages granted by the SELLER to institutional lenders which are paid in full from the sale proceeds, within a reasonable time after the delivery of said deed in accordance with local conveying practices. The discharge of any privately held mortgages shall be required to be delivered and recorded at or prior to Closing.
15. INSURANCE Until the acceptance and 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 |

DS
[Signature]

DS
[Signature]

DS
[Signature]

DS
[Signature]

- All risk of loss shall remain with SELLER until delivery and recording of the Deed. SELLER represents that the Premises are currently insured.
16. ADJUSTMENTS Real estate taxes for the then current month or quarter or fiscal year as the case may be in which the Closing takes place, shall be apportioned and fuel value shall be adjusted, as of the Closing day 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 real estate taxes is not known at the time of the delivery of the deed, they shall be apportioned on the basis of the real estate taxes assessed for the preceding fiscal year, with a reapportionment as soon as the new real estate tax rate and valuation can be ascertained; and, if the real estate 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 – pursuant to a separate agreement is due from the SELLER to **Coldwell Banker to be shared with Compass per MLS split.** if, as and when the deed is delivered and recorded and the full purchase price is paid, and not otherwise. By execution of this Agreement, the BUYER and SELLER specifically authorize the distribution of the ALTA settlement statement and/or Closing Disclosure to the aforementioned Agents/Brokers.
 19. BROKER(S) WARRANTY The Broker(s) named herein, warrant(s) that the Broker(s) is (are) duly licensed as such by the Commonwealth of Massachusetts.
 20. DEPOSIT All deposits made hereunder shall be held in escrow by **Coldwell Banker.** in a federally-insured, non-interest-bearing account, 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 written instructions mutually given by the SELLER and the BUYER or the final judgment of a court with competent jurisdiction. The delivery, acceptance and recording of the Deed shall in all cases constitute the Parties' joint authorization for the release of all deposits held hereunder. If deposits are held in an interest-bearing account, then interest shall follow the deposit.
 21. BUYER'S DEFAULT; DAMAGES If the BUYER shall fail to fulfill the BUYER's agreements herein and the SELLER shall have fulfilled SELLER's agreements herein, all deposits made hereunder by the BUYER shall be retained by the SELLER as liquidated damages and this shall be SELLER's sole and exclusive remedy at both law and in equity for any and all BUYER default(s) hereunder. The SELLER agrees that upon the closing on this property with full consideration hereunder passing to the SELLER, and the acceptance and recording of the deed by the BUYER, the SELLER agrees to waive any claim to liquidated damages under this Agreement and any prior breach by the BUYER shall be deemed cured. This paragraph shall survive the delivery of the deed.
 22. RELEASE BY HUSBAND OR WIFE Intentionally omitted as Grantors are trustees of a trust/estate.
 23. BROKER AS PARTY The Broker(s) named herein join(s) in this Agreement and become(s) a party hereto, insofar as any provisions of this Agreement expressly apply to the Broker(s), and to any amendments or modifications of such provisions to which the Broker(s) agree(s) 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 any 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 not set forth or incorporated in this Agreement, except for the following additional warranties and representations, if any, made by either the SELLER or the SELLER's agent(s): **NONE**, except as expressly provided in this Agreement.
 26. MORTGAGE CONTINGENCY CLAUSE Intentionally Omitted. Cash purchase.
 27. CONSTRUCTION OF AGREEMENT This Agreement, 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

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upon and enures to the benefit of the Parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be canceled, 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 digitally/electronically signed, facsimile and/or scanned e-mail copies of such written instruments. If two or more persons are named herein as BUYER and/or SELLER, their respective 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.
29. SMOKE/CARBON MONOXIDE DETECTORS The SELLER shall, at the time of delivery of the deed, deliver an unexpired 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 and carbon monoxide detectors in conformity with applicable law.
30. ADDITIONAL PROVISIONS The executed Rider A attached hereto, is incorporated herein by reference. If any provision in the Riders conflicts in any way with any other provision in Paragraphs One (1) through Thirty (30), inclusive, of this Agreement, the provision contained in the Rider shall control. BUYER acknowledges that SELLER is the listing agent.

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

NOTICE: THIS IS A LEGAL DOCUMENT THAT CREATES BINDING OBLIGATIONS. IF NOT UNDERSTOOD, CONSULT AN ATTORNEY.

BUYERS:

DocuSigned by:

Kenneth Busch

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Kenneth Busch

DocuSigned by:

Jason Gasdick

8B0C570E004CF...

Jason Gasdick

SELLER:

DocuSigned by:

Theodore Orenstein

By:

Theodore Orenstein, Trustee and
Personal Representative as Aforesaid

By:

Judith A. Webb

Judith Webb, Trustee and Personal
Representative as Aforesaid

RIDER A

Theodore Orenstein and Judith Webb, Trustees of the David Aronson 2003 Revocable Trust u/d/t/ dated September 11, 2003,
and as Personal Representatives of the Estate of Georgianna Aronson ("SELLER")

and

Kenneth Busch and Jason Gasdick ("BUYER")

RE: 137 Brimstone Lane, Sudbury MA 01776

31. All notices required or to be given hereunder shall be in writing and deemed duly given when hand delivered, or sent via recognized express/overnight carrier or sent via e-mail with proof of transmission addressed as follows: If to Buyer: Anthony Troiano, 1 Thompson Square, #303, Charlestown, MA 03129, Tel-617-242-4400, fax-617-241-3888.
- and if to SELLER: Joshua M. Fox, Esquire, Rollins, Rollins & Fox, P.C., 36 Glen Avenue, Newton, MA 02459; Tel: 617-969-7555; E-mail: jfox@rrf-law.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.
32. All offers and agreements made prior to this Agreement, including, without limitation, the memorandum executed by the Parties hereto, entitled "Offer to Purchase Real Estate" ("Offer") and any addenda thereto, are hereby superseded, rendered null and void and shall have no further force and effect. It being the intent of the Parties that all obligations of the Parties are contained only in this Agreement.
33. From and after the date of this Agreement, SELLER agrees to permit BUYER and its designees other than appraisers, reasonable access at reasonable times, to the said Premises. BUYER shall abide by all CDC guidelines and COVID-19 protocols implemented by the listing agent's office. Said right of access shall be exercised only in the presence of SELLER or SELLER's agent, and only after reasonable prior notice to the SELLER or SELLER's agent. Under no such circumstance shall the BUYER or any agent of the BUYER be allowed to make any sort of alteration to the Premises during their access, except as may be specifically permitted herein. In consideration of the foregoing, BUYER shall be responsible for any uninsured damages or personal injury caused by BUYER or BUYER's agent(s) or as a result of such access, except for any damages caused by the negligence of SELLER and/or the SELLER's agents.
34. Except as otherwise set forth herein, the SELLER and its agents make no warranties or representations of any kind or nature, either express or implied, as to the Premises. By execution of this Agreement, the BUYER acknowledges for the BUYER and the BUYER's successors, heirs and assigns, that the BUYER (a) has been provided a reasonable opportunity to inspect and investigate the Premises, either independently or through agents of the BUYER's choice and has made and/or intentionally waived all inspections, and (b) except as specifically set forth herein, is not relying upon the SELLER or its agents as to the condition of the Premises, including, but not limited to, electrical, plumbing, heating and other systems and services in or provided to the Premises, roof, foundation, soils, geology, environmental condition, air and water quality or quantity, habitability, fitness, zoning/subdivision matters or any other matter with respect to the Premises. Further, the BUYER acknowledges and represents to the SELLER that except as specifically set forth herein, the BUYER is not relying upon the SELLER or its agents as to the structural soundness of the Premises and is accepting the physical condition of the Premises and all systems and fixtures, as of the time of the BUYER's offer. BUYER further acknowledges and agrees that, and as a material inducement to the execution and delivery of this Agreement by SELLER, the Closing of this transaction shall constitute an acknowledgment by the BUYER that the Premises are accepted, except as otherwise noted herein, without representation or warranty of any kind or nature and in an "AS IS" (at the time of BUYER's offer), "WHERE IS" condition, based upon BUYER's independent inspection of the Premises unless otherwise stated herein to the contrary. The provisions of this Paragraph shall survive the Closing and delivery of the Deed hereunder.
35. BUYER understands that Mass. General Laws, Chapter 11, Sections 190-199 (the "Lead Paint Law"), provides for a program of lead paint poisoning prevention and control, and further that there is a possibility of lead paint violation if a child under six (6) years of age becomes a resident of the Premises. Upon the recording of the

Attachment 15.a: 137 Brimstone Lane - Notice of Intent to Sell 230223 (5793 : 157 Brimstone lane Lot 1 and 2 ROFR)

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deed, BUYER acknowledges that, in certain circumstances, BUYER may incur post-closing obligations to remove any lead-containing materials pursuant the Lead Paint Law, and BUYER hereby agrees to accept and assume any such obligations. The Mass. Department of Public Health Property Transfer Notification form has been provided to BUYER prior to the execution of this Agreement, BUYER has read the Notification or had it read to BUYER, was informed of the availability of inspections for the presence of lead, and has signed the Notification. BUYER further acknowledges that SELLER has allowed BUYER ten (10) days to conduct inspections to determine whether lead is present on the Premises. BUYER hereby releases SELLER, and SELLER's agents, from liability for any damages, cost or expenses BUYER incurs as a result of the presence of lead in the Premises or in the soil which is part of the Premises. The provisions of this paragraph and the aforementioned Notification shall survive delivery of the deed.

36. BUYER warrants and represents to SELLER and SELLER represents and warrants to BUYER that neither has dealt with any broker or other person entitled to a broker's commission in connection with the negotiation or execution of this Agreement or the consummation of the transaction contemplated hereby, except the Broker(s) listed herein and each agrees to hold the other harmless and indemnify the other against all damages, claims, losses and liabilities, including legal fees, incurred by the other, arising out of or resulting from the failure of its representation and warranty. The provisions of this Paragraph shall survive the Closing and delivery of the Deed hereunder.
37. The Parties acknowledge and agree that SELLER has no adequate remedy in the event of BUYER's default under this Agreement because it is impossible to compute exactly the damages which would accrue to SELLER in such event. Therefore, the Parties have taken these facts into account in setting the amount of the deposit hereunder and hereby agree that: (i) the deposit hereunder is the best estimate of such damages which would accrue to SELLER in the event of BUYER's default hereunder; (ii) said deposit represents damages and not a penalty against BUYER, and (iii) the Parties have been afforded the opportunity to consult an attorney with regard to the provisions of this Paragraph.
38. At closing, SELLER agrees to deliver to the closing attorney such affidavits, documents and certificates as may be customarily and reasonably requested and prepared by the closing attorney, the title insurance company issuing title insurance coverage for BUYER's benefit and the closing attorney, including without limitation the following: (i) an affidavit stating that SELLER is not a foreign person under Internal Revenue Code, Section 1445; (ii) an affidavit to BUYER and BUYER'S title insurance company certifying that there are no parties in possession of the Premises and that no work has been done on the Premises which could entitle anyone to claim a mechanic's or materialman's lien with respect to the Premises (but SELLER shall not certify as to other title or survey matters); (iii) Internal Revenue Code, 1099S Form; and (iv) an affidavit representing that to the best of SELLER's knowledge, there is no urea formaldehyde foam insulation on or in the Premises.
39. Effective only as of the Closing, SELLER hereby assigns to BUYER (non-recourse to SELLER), if assignable at no additional cost to SELLER, any and all service contracts, warranties and/or guarantees, if any, covering any and all systems, fixtures, equipment and appliances. SELLER will also provide BUYER with all keys, and with all manuals and other information in SELLER's possession and control regarding any and all systems, fixtures, equipment and appliances used in connection with the Premises at the time of the recording of the Deed. 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.
40. Any assignment of this Agreement by BUYER or any recording of this Agreement or any portion hereof or reference hereto, or any notice or memorandum thereof, by BUYER shall constitute a default hereunder. In any such case, notwithstanding the terms of paragraph 20 hereof, all deposits shall be forthwith released by the escrow agent to the SELLER, 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) to designate a nominee to take title, or add a spouse or family member to the deed.
41. Any title or practice matter arising under or relating to this Agreement which is the subject of a title or practice standard of the Real Estate Bar Association ("REBA") shall be governed by said title or practice standard to the extent applicable and to the extent such title or practice standard does not contradict any expressed term or condition of this Agreement, Massachusetts case law or statute.

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42. 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), septic systems, leaching fields, fences, sheds and wells, and all means of access to and egress from the Premises shall be wholly within the lot lines of the Premises or within a valid and duly-recorded rights of way and/or easement area benefiting the Premises, and shall not unlawfully encroach upon, over or under any property not within such lot lines or property of any other person or entity;
- (b) No buildings, structures, rights of way or improvements of any kind, including any driveway(s), garage(s), septic systems, leaching fields, fences, sheds and wells belonging to any other person or entity encroaches upon, over or under the Premises from other premises unless it is pursuant to and within a valid and duly-recorded easement or right of way area benefiting said other premises granted from the Premises;
- (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" and schedule B1 to such form or policy;
- (d) The Premises abut and have unrestricted and unencumbered vehicular and pedestrian access to a public way, duly laid out or accepted as such by the town or city in which the Premises are located or a abut a private way or right of way with irrevocable rights of access and egress to the Premises; and
- (e) In the event there are lot specific Orders of Conditions of record applicable and enforceable as to the Premises, SELLER shall obtain and record at or prior to the Closing such Certificates of Compliance as are necessary to release such Orders of Conditions.

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, in BUYER's discretion, elect to accept same but shall not be required to do so, and shall have the right, at the option of BUYER's counsel, to deem title to the Premises unacceptable or unmarketable and to terminate this Agreement whereupon any payments made under this Agreement shall be forthwith refunded to the BUYER and all other obligations of the Parties hereto shall cease and this Agreement shall be void without recourse to the Parties hereto.

43. Without conducting any investigation or inquiry SELLER represents that to SELLER's actual knowledge:
- (a) There are no underground oil storage tanks or other subsurface facilities holding petroleum or oil on the Premises;
 - (b) Other than reasonable quantities of normal household products, SELLER has not released any toxic or hazardous substances (as same is contemplated by MGL Ch 21E) on the Premises;
 - (c) SELLER has complete and unencumbered ownership of all appliances, fixtures, fittings and equipment located in the Premises and there are no conditional sales or retail installment sale agreements applicable to any such fixtures and personal property conveyed hereunder;
 - (d) There are no pending bankruptcy, mortgage foreclosure, or other proceeding which might in any material way impact adversely on SELLER's ability to perform under this Agreement; In the event that SELLER files for bankruptcy, or if involuntary proceedings are instituted against SELLER, BUYER may, at BUYER's election, terminate this Agreement by written notice to the SELLER whereupon any payments made under this Agreement shall be forthwith refunded to the BUYER and all other obligations of the Parties hereto shall cease and this Agreement shall be void without recourse to the Parties hereto.
 - (e) As of the date hereof, the SELLER has received no written notice from any municipal, county, state or federal agency asserting or alleging that the Premises are presently or may be in violation of the provisions of any municipal, county, state or federal codes, ordinances, statutes or regulations relating to zoning, building, environmental or health matters or enforcement proceedings;
 - (f) SELLER is not aware of any suits, actions, orders, decrees, claims, writs, injunctions or proceedings against the SELLER or affecting all or any part of the Premises or the operation thereof before any court or administrative agency or officer which, if adversely determined, would have material adverse effect upon the Premises;

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- (g) There are no amounts due and owing to any person, firm, or entity with respect to work, labor, or services furnished or performed to, at, or for said Premises or any part thereof, and there are no liens asserted against the Premises or any part thereof with respect to any work, labor, or services performed to, at, or for said Premises;
- (h) There are no municipal betterments assessed presently affecting said Premises; and the SELLER has no knowledge of nor has the SELLER received any written notice of taking, condemnation or special assessment, actual or proposed, with respect to the Premises;
- (i) The Premises are not the subject of any outstanding agreements with any party pursuant to which any such party may acquire any interest in the Premises, other than existing mortgages;
- (j) Seller has the legal right, power and authority to enter into this Agreement and to perform all of its obligations hereunder;
- (k) There are no leases affecting the use of the property which will survive the delivery of the deed.

SELLER will promptly notify BUYER of any change in facts, which SELLER becomes actually aware of, which arise prior to the Closing which would make any such representation materially untrue if such state of facts had existed on the date of execution of this Agreement and, unless SELLER shall rectify the cause of such change by the original or extended time for Closing hereunder, BUYER shall have, the option of canceling this Agreement by notifying the SELLER thereof in writing before the original or extended time for Closing as the case may be, in which event all deposits made by the BUYER hereunder, shall be forthwith refunded to BUYER and this Agreement shall be null and void and without recourse to the Parties hereto.

- 44. 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 more 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; furthermore, it is acknowledged and agreed by the Parties that any such representations shall not survive the closing and shall not constitute a representation or warranty against the existence of such conditions about which SELLER has no knowledge, nor a representation or warranty against the discovery or occurrence of such conditions. The provisions of this Paragraph shall survive the Closing and delivery of the Deed hereunder.
- 45. 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.
- 46. 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, grant extensions, modify or amend this Agreement in writing, and the BUYER and SELLER shall be able to rely upon the signatures of said attorneys as binding unless they have actual knowledge that the principals have disclaimed the authority granted herein to bind them. For purposes of this Agreement and any modification thereof, electronic signatures, email transmissions and/or facsimile signatures shall be binding.
- 47. Both 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.
- 48. Anywhere a day certain is stated for payment or for performance of any obligation, the day certain so stated enters into and becomes a part of the consideration for this Agreement. If any date set forth in this Agreement shall fall on, or any time period set forth in this Agreement shall expire on, a day which is a Saturday, Sunday, federal or state holiday, or other non-business day, such date shall automatically be extended to, and the expiration of such time period shall automatically be extended to, the next day which is not a Saturday, Sunday, federal or state holiday or other non-business day.
- 49. BUYER's obligations are not contingent upon the sale of any property or the financing of the Premises or any other property, including the Premises.
- 50. The parties agree and understand that in the event the closing is held at a place other than a Registry of Deeds, except in the event of a gap closing in which case disbursements will be made on the closing date regardless of

recording, the SELLER's proceeds will be held in escrow until such time as the Deed and other closing documents to be recorded are in fact placed on record at the Registry of Deeds. BUYER'S attorney shall use its best effort to record the appropriate closing documents, at the appropriate Registry of Deeds, on the date of the closing. The Parties understand, however, that depending on the time and location of the closing, the documents may not be recorded until the following business day. If this occurs, BUYER shall not be considered in default with the terms of this Agreement.

51. If any errors or omissions are found to have occurred in any calculations or figures used in the settlement statement signed by the Parties (or would have been included if not for any such error or omission) and notice hereof is given within two months of the date of delivery of the deed to the Party to be charged, then such Party agrees promptly to make a payment to correct the error or omission.
52. INTENTIONALLY DELETED.
53. SELLER represents that with respect to any work SELLER has caused to be undertaken at the Premises, such work was performed pursuant to building permits, if so required by the Town or City in which the Premises are situated, with said permit(s) having received final sign-off and closure by the Building Inspector of the Town or City in which the Premises are situated ("Inspector").
54. SELLER's obligation to sell the Premises to BUYER is conditioned upon and is expressly subject to SELLER receiving, prior to the closing, no other offer to purchase the Premises at a price higher than the purchase price of \$200,000 or otherwise containing terms that are more favorable when reasonably considered by SELLER in the aggregate, giving consideration to the fact that this offer is cash and without inspection contingency, provided however, should the SELLER, after signing this Agreement, receive a written offer to purchase the Premises at a purchase price that is higher than the aforementioned price of \$200,000 or otherwise containing terms that are more favorable (as described above), the SELLER shall forthwith notify the BUYER as to the new offer made and shall provide the BUYER with a copy of the new written offer to purchase (buyer's name to be redacted). The BUYER then shall have a period of forty-eight (48) hours from receipt of a copy of the new written offer to either increase the purchase price hereunder so as to match the higher purchase price in the new written offer and/or to meet the more favorable terms or to withdraw from this transaction. If the BUYER notifies the SELLER in writing within a forty-eight hour period that the BUYER elects to increase the purchase price hereunder and/or to meet the more favorable terms, this Agreement shall be amended to reflect the new higher purchase price and/or more favorable terms and the BUYER and SELLER shall sign said Amendment forthwith. If such notice is not timely received, then the BUYER shall be deemed to have elected to withdraw from this transaction, and the Deposit, together with all accrued interest thereon, if any, shall be refunded to BUYER forthwith and this Agreement shall thereupon be rendered null and void and without further recourse or liability to either party hereto.
55. 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. The Parties acknowledge and agree that the "Closing Agent" will be the person responsible for performing the Closing of this transaction, and, hence, for the appropriate filing of any documents and subject withholding with the Internal Revenue Service. SELLER does hereby forever release and discharge BUYER and BUYER's attorney from all liability resulting from, or arising out of, BUYER's and BUYER's attorney's good faith compliance with the requirements of Section 1445 the I.R.C. The provisions of this Paragraph shall survive delivery of the Deed hereunder.
56. The SELLER represents to BUYER that the purchase price herein is sufficient to pay off all of the SELLER's obligations 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."
57. This Agreement may be executed by each party on separate counterparts, each of which when so executed and delivered shall be deemed an original and all of which taken together constitute but one and the same instrument. Counterparts may be transmitted by the parties to their counsel via facsimile or by electronic transmission, if convenient to do so, and such counterparts shall be deemed originals, for all purposes.

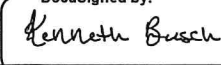
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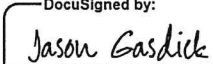
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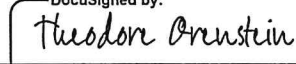
58. It is acknowledged and presumed that the substance and form of this Agreement have been fully reviewed by the Parties hereto and approved as to form by their respective counsel. It is further acknowledged and agreed that no presumption shall exist against either party hereto by virtue of this Agreement being considered to have been drafted by counsel for either party thereto.
59. **WIRE FRAUD WARNING.** Wire fraud is on the increase. Be suspicious of all requests to wire money, even a request appearing to come from your own attorney or real estate agent. Before sending a wire, ALWAYS verify the correct wiring instructions with the actual intended recipient using contact information known by you to be correct or independently verified. Phone verification is best. DO NOT simply reply to or trust the contact information in an email that tells you to send a wire. Wiring instructions seldom if ever change during a transaction, so be highly suspicious of any changes to wiring instructions previously verified. The lawyers, law firms, real estate agents and real estate brokerage companies in this transaction are not responsible for any wire sent by you based on fraudulent, falsified or altered wiring instructions.
60. The Parties obligations hereunder are subject to the Town of Sudbury waiving its Right of First Refusal under G.L. c. 61B; SELLER agrees to obtain and provide at SELLER's sole expense, any title documentation required in connection with the Right of First Refusal waiver. The BUYER's obligations hereunder are also subject to BUYER's simultaneous acquisition/closing of the non 61B portion of 137 Brimstone Lane, Sudbury MA, pursuant to the separate purchase and sale agreement of even date between the parties.
61. Notwithstanding any provision to the contrary, in the event the closing does not occur on or before May 1, 2023, the BUYER shall have the option, at BUYER's discretion, to terminate the Agreement, whereupon all deposits paid by BUYER hereunder shall be refunded to the BUYER, including any amounts to be paid by SELLER to BUYER pursuant to the Purchase and Sale Agreement for the non 61 B portion of 137 Brimstone Lane, Sudbury, MA.

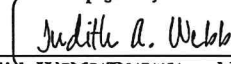
BUYERS:

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 4F3E159E318042F...
 Kenneth Busch

DocuSigned by:

 80D5170EB04CF...
 Jason Gasdick

SELLER:

DocuSigned by:

 0F678586A0304FE...
 By: Theodore Orenstein, Trustee and
 Personal Representative as Aforesaid

DocuSigned by:

 7F678586A0304FE...
 By: Judith Webb, Trustee and Personal
 Representative as Aforesaid

PROPOSAL

DJ Morris Contracting

P.O. Box 778
Sudbury, MA, 01776
Tel: 978-443-2599
Email: djmorriscontracting@gmail.com

DATE	6/3/2022
PROPOSAL NO.	474
PHONE NO	
FAX NO	

PROPOSAL SUBMITTED TO
Judy Aronson-Webb 10630 Ester Ave. Los Angeles, CA 90064

WORK TO BE PERFORMED AT
137 Brimstone Sudbury

DESCRIPTION		
<p>We hereby propose to furnish the materials and perform the labor necessary for the installation of sewage disposal system as designed by Sullivan Connors Engineering. All work to be done in accordance with Board of Health Regulations and approval. Price includes all work shown except lawn reseeding, & blasting of ledge or boulders. Pumping up to 1500 gallons, and filling of existing system included. All disturbed areas to be returned to a machine grade. Not responsible for damage to underground utilities not commonly marked by DigSafe, invisible dog fence, plant material, communication cables, sprinkler systems, etc.</p> <p>Price includes: Import 192 Yard of Title 5 Septic Sand, Pump and Pump wiring</p> <p>Not Included: Town or engineering Fees.</p>		
<table border="1"> <tr> <td>Payments</td> </tr> <tr> <td>1/3 to start 1/3 with progress, 1/3 balance at completion</td> </tr> </table>	Payments	1/3 to start 1/3 with progress, 1/3 balance at completion
Payments		
1/3 to start 1/3 with progress, 1/3 balance at completion		

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner. Any alteration or deviation from above specifications involving extra costs, will become an extra charge over and above the estimate. Workman's compensation and Public Liability Insurance are carried by this contractor.

THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 90 DAYS.

Respectfully Submitted: _____

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to

SIGNATURE _____

TOTAL

\$36,500.00

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to

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

This 6th day of December, 2022.

1. PARTIES AND MAILING ADDRESSES Theodore Orenstein and Judith Webb, Trustees of the David Aronson 2003 Revocable Trust w/d/t dated September 11, 2003, as evidenced by a Trustee's certificate pursuant to M.G.L. c. 184, §35 recorded with the Middlesex South Registry of Deeds in Book 68485, Page 90, and Theodore Orenstein and Judith Webb, Personal Representatives of the Estate of Georgianna Aronson, Middlesex Probate Case No. MI17P4150EA (hereinafter referred to as the "SELLER") agree to sell and Kenneth Busch and Jason Gasdick (hereinafter referred to as the "BUYER") (SELLER and BUYER sometimes hereinafter collectively referred to as the "Parties"), agree to buy, upon the terms hereinafter set forth, the following described premises:
2. DESCRIPTION A 61,033 sq. ft. portion of the land and the buildings and improvements including the detached garage being known and numbered as 137 Brimstone Lane, Sudbury, MA 01776, which is a portion of Lot 1 (Lot 1 containing 3.0+/- ac total) sketched on the attached plan which is an excerpt of the plan entitled Plan of Land of 137 Brimstone Lane in Sudbury, MA prepared by Connorstone Engineering, Inc. dated April 8, 2022 recorded with the Middlesex South Registry of Deeds as Plan No 507 of 2022 ("Plan"). Seller's title is derived from the deed recorded with the Middlesex South Registry of Deeds in Book 67657 Page 34, the Estate of Georgianna Aronson and the deed from the Town of Sudbury of Lot 8 on the Plan which deed will be registered prior to closing (hereinafter referred to as the "Premises"). For the avoidance of doubt, Lot 1 does not include Parcel A shown on the Plan.
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 and remotes, if any, venetian blinds, window shades, screens, screen doors, storm windows and doors, awnings, shutters, furnaces, built in heaters, heating equipment, stoves, ranges, oil and gas burners and fixtures appurtenant thereto, hot water heaters, plumbing and bathroom fixtures, garbage disposers, electric and lighting fixtures, mantels, outside television antennas, fences, gates, trees, shrubs, plants and all appliances and fixtures.
4. TITLE DEED Said Premises are to be conveyed by a good and sufficient quitclaim deed running to the BUYER, or to the nominee 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 omitted;
 - (c) Such taxes for the then current fiscal 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 delivery of such deed; and
 - (e) Easements, restriction and reservations of record, if any, so long as the same do not prohibit or materially interfere with the current use of said Premises as a single-family residential 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 to said Premises.
7. PURCHASE PRICE The agreed to purchase price for said Premises is Eight Hundred Thousand (\$800,000.00) Dollars, of which:

\$ 80,000.00	having previously been paid as a deposit and Sale Agreement; and
\$ 720,000.00	are to be paid to SELLER at the time of recording of the deed by attorney's IOLTA account check, domestic wire, funds transfer, pursuant to written wiring instructions of the SELLER on the closing attorney's wire release form.
\$ 800,000.00	TOTAL
8. TIME FOR PERFORMANCE; Such deed is to be delivered at 10:00 AM on December 20, 2022, at the office of the settlement agent. It is agreed that time is of the essence of this Agreement. Neither the SELLER, nor SELLER's agents or attorney

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Attachment 15.a: 137 Brimstone Lane - Notice of Intent to Sell 230223 (5793 : 157 Brimstone lane Lot 1 and 2 ROFR)

- DELIVERY OF DEED ("CLOSING")** shall be required to attend the Closing but do agree to ensure that the original Deed, original Power of Attorney, and other customary documents are delivered to the closing attorney in a timely fashion for Closing and recording on the same business day.
9. **POSSESSION AND CONDITION OF PREMISES** Full possession of said Premises free and clear of all tenants and occupants, is to be professionally cleaned prior to the time of the delivery of the deed, said Premises to be then (a) in the same condition as they were at the time of BUYER's home inspection, or if none as of the date of the Offer to Purchase, 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 this Agreement; and (d) in compliance and conformity with all other terms and provisions of 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.
- Notwithstanding any other provisions of this Agreement regarding the conditions of said Premises, at the time of closing, the Premises shall be broom cleaned and free of all SELLER's possessions, debris and rubbish, and between the date hereof and the closing, the SELLER shall maintain and service the premises and its appurtenances, including landscaping, at the same level of effort and expense as the SELLER has maintained or serviced the premises for the SELLER'S own account prior to this Agreement.
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, the Closing shall be extended for up to two sixty (60) calendar day periods. The SELLER shall not be obligated to expend more than one-half of one percent of the purchase price exclusive of voluntary monetary liens, municipal liens and real estate taxes, and/or unexpired attachments of record. In the event the Closing Date is extended as set forth herein and the SELLER is unable to give title or to make conveyance, or to deliver possession of the Premises, the BUYER, at BUYER's option, may further extend the Closing Date by written notice to the SELLER for up to two sixty (60) calendar day periods. See also Paragraph 70.
11. **FAILURE TO PERFECT TITLE OR MAKE PREMISES CONFORM, etc.** If the SELLER elects to not expend more than the amount outlined in Paragraph 10 above to perfect or cure any issues contemplated by Paragraph 10 or 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 to the BUYER and all other obligations of the Parties hereto shall cease and this Agreement shall be void without recourse to the Parties hereto, unless the BUYER elects to proceed pursuant to Paragraph Twelve (12), below.
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 if the said Premises shall have been damaged by fire, vandalism or any other casualty, whether or not insured against, or in the event of a taking of all or a portion of the Premises then the BUYER may terminate this Agreement.
13. **ACCEPTANCE OF DEED** The acceptance and recording of a deed by the BUYER or the BUYER's 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 the delivery of said deed.
14. **USE OF MONEY TO CLEAR TITLE** To enable the SELLER to make conveyance as herein provided, the SELLER shall, 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 the deed, or in the case of mortgages granted by the SELLER to institutional lenders which are paid in full from the sale proceeds within a reasonable time after the delivery of said deed in accordance with local conveyancing practices. The discharge of any privately held mortgages shall be required to be delivered and recorded at or prior to Closing.
15. **INSURANCE** Until the acceptance and 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 |

All risk of loss shall remain with SELLER until delivery and recording of the Deed. SELLER represents that the Premises are currently insured.

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16. ADJUSTMENTS Real estate taxes for the then current month or quarter or fiscal year as the case may be in which the Closing takes place, shall be apportioned and fuel value shall be adjusted, as of the Closing day 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 real estate taxes is not known at the time of the delivery of the deed, they shall be apportioned on the basis of the real estate taxes assessed for the preceding fiscal year, with a reapportionment as soon as the new real estate tax rate and valuation can be ascertained; and, if the real estate 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 – pursuant to a separate agreement is due from the SELLER to Coldwell Banker to be shared with Compass per MLS split. if, as and when the deed is delivered and recorded and the full purchase price is paid, and not otherwise. By execution of this Agreement, the BUYER and SELLER specifically authorize the distribution of the ALTA settlement statement and/or Closing Disclosure to the aforementioned Agents/Brokers.
19. BROKER(S) WARRANTY The Broker(s) named herein, warrant(s) that the Broker(s) is (are) duly licensed as such by the Commonwealth of Massachusetts.
20. DEPOSIT All deposits made hereunder shall be held in escrow by Coldwell Banker. in a federally-insured, non-interest-bearing account, 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 written instructions mutually given by the SELLER and the BUYER or the final judgment of a court with competent jurisdiction. The delivery, acceptance and recording of the Deed shall in all cases constitute the Parties' joint authorization for the release of all deposits held hereunder. If deposits are held in an interest-bearing account, then interest shall follow the deposit.
21. BUYER'S DEFAULT; DAMAGES If the BUYER shall fail to fulfill the BUYER's agreements herein and the SELLER shall have fulfilled SELLER's agreements herein, all deposits made hereunder by the BUYER shall be retained by the SELLER as liquidated damages and this shall be SELLER's sole and exclusive remedy at both law and in equity for any and all BUYER default(s) hereunder. The SELLER agrees that upon the closing on this property with full consideration hereunder passing to the SELLER, and the acceptance and recording of the deed by the BUYER, the SELLER agrees to waive any claim to liquidated damages under this Agreement and any prior breach by the BUYER shall be deemed cured. This paragraph shall survive the delivery of the deed.
22. RELEASE BY HUSBAND OR WIFE Intentionally omitted as Grantors are trustees of a trust/estate.
23. BROKER AS PARTY The Broker(s) named herein join(s) in this Agreement and become(s) a party hereto, insofar as any provisions of this Agreement expressly apply to the Broker(s), and to any amendments or modifications of such provisions to which the Broker(s) agree(s) 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 any 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 not set forth or incorporated in this Agreement, except for the following additional warranties and representations, if any, made by either the SELLER or the SELLER's agent(s): NONE, except as expressly provided in this Agreement.
26. MORTGAGE CONTINGENCY CLAUSE Intentionally Omitted. Cash purchase.
27. CONSTRUCTION OF AGREEMENT This Agreement, 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 enures to the benefit of the Parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be canceled, 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

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digitally/electronically signed, facsimile and/or scanned e-mail copies of such written instruments. If two or more persons are named herein as BUYER and/or SELLER, their respective 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.
29. SMOKE/CARBON MONOXIDE DETECTORS The SELLER shall, at the time of delivery of the deed, deliver an unexpired 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 and carbon monoxide detectors in conformity with applicable law.
30. ADDITIONAL PROVISIONS The executed Riders attached hereto, is incorporated herein by reference. If any provision in the Riders conflicts in any way with any other provision in Paragraphs One (1) through Thirty (30), inclusive, of this Agreement, the provision contained in the Riders shall control. BUYER acknowledges that SELLER is the listing agent.

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

NOTICE: THIS IS A LEGAL DOCUMENT THAT CREATES BINDING OBLIGATIONS. IF NOT UNDERSTOOD, CONSULT AN ATTORNEY.

BUYERS:

DocuSigned by:

Kenneth Busch

Kenneth Busch

DocuSigned by:

Jason Gasdick

Jason Gasdick

SELLER:

DocuSigned by:

Theodore Orenstein

By:

Theodore Orenstein, Trustee and
Personal Representative as Aforesaid

By:

Judith A. Webb
Judith Webb, Trustee and Personal
Representative as Aforesaid

Theodore Orenstein and Judith Webb, Trustees of the David Aronson 2003 Revocable Trust u/d/t/ dated September 11, 2003,
and as Personal Representatives of the Estate of Georgianna Aronson ("SELLER")

and

Kenneth Busch and Jason Gasdick ("BUYER")

RE: 137 Brimstone Lane, Sudbury MA 01776

31. All notices required or to be given hereunder shall be in writing and deemed duly given when hand delivered, or sent via recognized express/overnight carrier or sent via e-mail with proof of transmission addressed as follows: If to Buyer: Anthony Troiano, 1 Thompson Square, #303, Charlestown, MA 03129, Tel-617-242-4400, fax-617-241-3888.

and if to SELLER: Joshua M. Fox, Esquire, Rollins, Rollins & Fox, P.C., 36 Glen Avenue, Newton, MA 02459; Tel: 617-969-7555; E-mail: jfox@rrf-law.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.
32. All offers and agreements made prior to this Agreement, including, without limitation, the memorandum executed by the Parties hereto, entitled "Offer to Purchase Real Estate" ("Offer") and any addenda thereto, are hereby superseded, rendered null and void and shall have no further force and effect. It being the intent of the Parties that all obligations of the Parties are contained only in this Agreement.
33. From and after the date of this Agreement, SELLER agrees to permit BUYER and its designees other than appraisers, reasonable access at reasonable times, to the said Premises. BUYER shall abide by all CDC guidelines and COVID-19 protocols implemented by the listing agent's office. Said right of access shall be exercised only in the presence of SELLER or SELLER's agent, and only after reasonable prior notice to the SELLER or SELLER's agent. Under no such circumstance shall the BUYER or any agent of the BUYER be allowed to make any sort of alteration to the Premises during their access, except as may be specifically permitted herein. In consideration of the foregoing, BUYER shall be responsible for any uninsured damages or personal injury caused by BUYER or BUYER's agent(s) or as a result of such access, except for any damages caused by the negligence or willful misconduct of SELLER and/or the SELLER's agents.
34. Except as otherwise set forth herein, the SELLER and its agents make no warranties or representations of any kind or nature, either express or implied, as to the Premises. By execution of this Agreement, the BUYER acknowledges for the BUYER and the BUYER's successors, heirs and assigns, that the BUYER (a) has been provided a reasonable opportunity to inspect and investigate the Premises, either independently or through agents of the BUYER's choice and has made and/or intentionally waived all inspections, and (b) except as specifically set forth herein, is not relying upon the SELLER or its agents as to the condition of the Premises, including, but not limited to, electrical, plumbing, heating and other systems and services in or provided to the Premises, roof, foundation, soils, geology, environmental condition, air and water quality or quantity, habitability, fitness, zoning/subdivision matters or any other matter with respect to the Premises. Further, the BUYER acknowledges and represents to the SELLER that except as specifically set forth herein, the BUYER is not relying upon the SELLER or its agents as to the structural soundness of the Premises and is accepting the physical condition of the Premises and all systems and fixtures, as of the time of the BUYER's offer (other than the Title V work mentioned in this agreement and other work to be completed by SELLER as a condition of closing, as set forth herein). BUYER further acknowledges and agrees that, and as a material inducement to the execution and delivery of this Agreement by SELLER, the Closing of this transaction shall constitute an acknowledgment by the BUYER that the Premises are accepted, except as otherwise noted herein, without representation or warranty of any kind or nature and in an "AS IS" (at the time of BUYERS' offer), "WHERE IS" condition, based upon BUYER's independent inspection of the Premises unless otherwise stated herein to the contrary. The provisions of this Paragraph shall survive the Closing and delivery of the Deed hereunder.
35. BUYER understands that Mass. General Laws, Chapter 11, Sections 190-199 (the "Lead Paint Law"), provides for a program of lead paint poisoning prevention and control, and further that there is a possibility of lead paint violation if a child under six (6) years of age becomes a resident of the Premises. Upon the recording of the

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deed, BUYER acknowledges that, in certain circumstances, BUYER may incur post-closing obligations to remove any lead-containing materials pursuant the Lead Paint Law, and BUYER hereby agrees to accept and assume any such obligations after recording of the deed. The Mass. Department of Public Health Property Transfer Notification form has been provided to BUYER prior to the execution of this Agreement, BUYER has read the Notification or had it read to BUYER, was informed of the availability of inspections for the presence of lead, and has signed the Notification. BUYER further acknowledges that SELLER has allowed BUYER ten (10) days to conduct inspections to determine whether lead is present on the Premises. BUYER hereby releases SELLER, and SELLER's agents, from liability for any damages, cost or expenses BUYER incurs as a result of the presence of lead in the Premises or in the soil which is part of the Premises. The provisions of this paragraph and the aforementioned Notification shall survive delivery of the deed.

36. BUYER warrants and represents to SELLER and SELLER represents and warrants to BUYER that neither has dealt with any broker or other person entitled to a broker's commission in connection with the negotiation or execution of this Agreement or the consummation of the transaction contemplated hereby, except the Broker(s) listed herein and each agrees to hold the other harmless and indemnify the other against all damages, claims, losses and liabilities, including legal fees, incurred by the other, arising out of or resulting from the failure of its representation and warranty. The provisions of this Paragraph shall survive the Closing and delivery of the Deed hereunder.
37. The Parties acknowledge and agree that SELLER has no adequate remedy in the event of BUYER's default under this Agreement because it is impossible to compute exactly the damages which would accrue to SELLER in such event. Therefore, the Parties have taken these facts into account in setting the amount of the deposit hereunder and hereby agree that: (i) the deposit hereunder is the best estimate of such damages which would accrue to SELLER in the event of BUYER's default hereunder; (ii) said deposit represents damages and not a penalty against BUYER, and (iii) the Parties have been afforded the opportunity to consult an attorney with regard to the provisions of this Paragraph.
38. At closing, SELLER agrees to deliver to the closing attorney such affidavits, documents and certificates as may be customarily and reasonably requested and prepared by the closing attorney, the title insurance company issuing title insurance coverage for BUYER's benefit and the closing attorney, including without limitation the following: (i) an affidavit stating that SELLER is not a foreign person under Internal Revenue Code, Section 1445; (ii) an affidavit to BUYER and BUYER'S title insurance company certifying that there are no parties in possession of the Premises and that no work has been done on the Premises which could entitle anyone to claim a mechanic's or materialman's lien with respect to the Premises (but SELLER shall not certify as to other title or survey matters); (iii) Internal Revenue Code, 1099S Form; and (iv) an affidavit representing that to the best of SELLER's knowledge, there is no urea formaldehyde foam insulation on or in the Premises.
39. Effective only as of the Closing, SELLER hereby assigns to BUYER (non-recourse to SELLER), if assignable at no additional cost to SELLER, any and all service contracts, warranties and/or guarantees, if any, covering any and all systems, fixtures, equipment and appliances. SELLER will also provide BUYER with all keys, and with all manuals and other information in SELLER's possession and control regarding any and all systems, fixtures, equipment and appliances used in connection with the Premises at the time of the recording of the Deed. 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.
40. Any assignment of this Agreement by BUYER or any recording of this Agreement or any portion hereof or reference hereto, or any notice or memorandum thereof, by BUYER shall constitute a default hereunder. In any such case, notwithstanding the terms of paragraph 20 hereof, all deposits shall be forthwith released by the escrow agent to the SELLER, 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) to designate a nominee to take title, or add a spouse or family member to the deed.
41. Any title or practice matter arising under or relating to this Agreement which is the subject of a title or practice standard of the Real Estate Bar Association ("REBA") shall be governed by said title or practice standard to the extent applicable and to the extent such title or practice standard does not contradict any expressed term or condition of this Agreement, Massachusetts case law or statute.

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42. 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), septic systems, leaching fields, fences, sheds and wells, and all means of access to and egress from the Premises shall be wholly within the lot lines of the Premises or within a valid and duly-recorded rights of way and/or easement area benefiting the Premises, and shall not unlawfully encroach upon, over or under any property not within such lot lines or property of any other person or entity;
- (b) No buildings, structures, rights of way or improvements of any kind, including any driveway(s), garage(s), septic systems, leaching fields, fences, sheds and wells belonging to any other person or entity encroaches upon, over or under the Premises from other premises unless it is pursuant to and within a valid and duly-recorded easement or right of way area benefiting said other premises granted from the Premises;
- (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" and schedule B1 to such form or policy;
- (d) The Premises abut and have unrestricted and unencumbered vehicular and pedestrian access to a public way, duly laid out or accepted as such by the town or city in which the Premises are located or a abut a private way or right of way with irrevocable rights of access and egress to the Premises; and
- (e) In the event there are lot specific Orders of Conditions of record applicable and enforceable as to the Premises, SELLER shall obtain and record at or prior to the Closing such Certificates of Compliance as are necessary to release such Orders of Conditions.

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, in BUYER's discretion, elect to accept same but shall not be required to do so, and shall have the right, at the option of BUYER's counsel, to deem title to the Premises unacceptable or unmarketable and to terminate this Agreement whereupon any payments made under this Agreement shall be forthwith refunded to the BUYER and all other obligations of the Parties hereto shall cease and this Agreement shall be void without recourse to the Parties hereto.

43. Without conducting any investigation or inquiry SELLER represents that to SELLER's actual knowledge:
- (a) There are no underground oil storage tanks or other subsurface facilities holding petroleum or oil on the Premises;
 - (b) Other than reasonable quantities of normal household products, and except as expressly set forth in Section 63 hereof, SELLER has not released any toxic or hazardous substances (as same is contemplated by MGL Ch 21E) on the Premises;
 - (c) SELLER has complete and unencumbered ownership of all appliances, fixtures, fittings and equipment located in the Premises and there are no conditional sales or retail installment sale agreements applicable to any such fixtures and personal property conveyed hereunder;
 - (d) There are no pending bankruptcy, mortgage foreclosure, or other proceeding which might in any material way impact adversely on SELLER's ability to perform under this Agreement; In the event that SELLER files for bankruptcy, or if involuntary proceedings are instituted against SELLER, BUYER may, at BUYER's election, terminate this Agreement by written notice to the SELLER whereupon any payments made under this Agreement shall be forthwith refunded to the BUYER and all other obligations of the Parties hereto shall cease and this Agreement shall be void without recourse to the Parties hereto.
 - (e) As of the date hereof, the SELLER has received no written notice from any municipal, county, state or federal agency asserting or alleging that the Premises are presently or may be in violation of the provisions of any municipal, county, state or federal codes, ordinances, statutes or regulations relating to zoning, building, environmental or health matters or enforcement proceedings;
 - (f) SELLER is not aware of any suits, actions, orders, decrees, claims, writs, injunctions or proceedings against the SELLER or affecting all or any part of the Premises or the operation thereof before any court or administrative agency or officer which, if adversely determined, would have material adverse effect upon the Premises;

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- (g) There are no amounts due and owing to any person, firm, or entity with respect to work, labor, or services furnished or performed to, at, or for said Premises or any part thereof, and there are no liens asserted against the Premises or any part thereof with respect to any work, labor, or services performed to, at, or for said Premises;
- (h) There are no municipal betterments assessed presently affecting said Premises; and the SELLER has no knowledge of nor has the SELLER received any written notice of taking, condemnation or special assessment, actual or proposed, with respect to the Premises;
- (i) The Premises are not the subject of any outstanding agreements with any party pursuant to which any such party may acquire any interest in the Premises, other than existing mortgages;
- (j) Seller has the legal right, power and authority to enter into this Agreement and to perform all of its obligations hereunder;
- (k) There are no leases affecting the use of the property which will survive the delivery of the deed.

SELLER will promptly notify BUYER of any change in facts, which SELLER becomes actually aware of, which arise prior to the Closing which would make any such representation materially untrue if such state of facts had existed on the date of execution of this Agreement and, unless SELLER shall rectify the cause of such change by the original or extended time for Closing hereunder, BUYER shall have, the option of canceling this Agreement by notifying the SELLER thereof in writing before the original or extended time for Closing as the case may be, in which event all deposits made by the BUYER hereunder, shall be forthwith refunded to BUYER and this Agreement shall be null and void and without recourse to the Parties hereto.

- 44. 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 more 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; furthermore, it is acknowledged and agreed by the Parties that any such representations shall not survive the closing and shall not constitute a representation or warranty against the existence of such conditions about which SELLER has no knowledge, nor a representation or warranty against the discovery or occurrence of such conditions. The provisions of this Paragraph shall survive the Closing and delivery of the Deed hereunder.
- 45. 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.
- 46. 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, grant extensions, modify or amend this Agreement in writing, and the BUYER and SELLER shall be able to rely upon the signatures of said attorneys as binding unless they have actual knowledge that the principals have disclaimed the authority granted herein to bind them. For purposes of this Agreement and any modification thereof, electronic signatures, email transmissions and/or facsimile signatures shall be binding.
- 47. Both 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.
- 48. Anywhere a day certain is stated for payment or for performance of any obligation, the day certain so stated enters into and becomes a part of the consideration for this Agreement. If any date set forth in this Agreement shall fall on, or any time period set forth in this Agreement shall expire on, a day which is a Saturday, Sunday, federal or state holiday, or other non-business day, such date shall automatically be extended to, and the expiration of such time period shall automatically be extended to, the next day which is not a Saturday, Sunday, federal or state holiday or other non-business day.
- 49. BUYER's obligations are not contingent upon the sale of any property or the financing of the Premises or any other property, including the Premises.
- 50. The parties agree and understand that in the event the closing is held at a place other than a Registry of Deeds, except in the event of a gap closing in which case disbursements will be made on the closing date regardless of

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recording, the SELLER's proceeds will be held in escrow until such time as the Deed and other closing documents to be recorded are in fact placed on record at the Registry of Deeds. BUYER'S attorney shall use its best effort to record the appropriate closing documents, at the appropriate Registry of Deeds, on the date of the closing. The Parties understand, however, that depending on the time and location of the closing, the documents may not be recorded until the following business day. If this occurs, BUYER shall not be considered in default with the terms of this Agreement.

51. If any errors or omissions are found to have occurred in any calculations or figures used in the settlement statement signed by the Parties (or would have been included if not for any such error or omission) and notice hereof is given within two months of the date of delivery of the deed to the Party to be charged, then such Party agrees promptly to make a payment to correct the error or omission.
52. INTENTIONALLY DELETED.
53. SELLER represents that with respect to any work SELLER has caused to be undertaken at the Premises, such work was performed pursuant to building permits, if so required by the Town or City in which the Premises are situated, with said permit(s) having received final sign-off and closure by the Building Inspector of the Town or City in which the Premises are situated ("Inspector").
54. SELLER's obligation to sell the Premises to BUYER is conditioned upon and is expressly subject to SELLER receiving, prior to the closing, no other offer to purchase the Premises at a price higher than the purchase price of \$800,000 or otherwise containing terms that are more favorable when reasonably considered by SELLER in the aggregate, giving consideration to the fact that this offer is cash and without inspection contingency, provided however, should the SELLER, after signing this Agreement, receive a written offer to purchase the Premises at a purchase price that is higher than the aforementioned price of \$800,000 or otherwise containing terms that are more favorable (as described above), the SELLER shall forthwith notify the BUYER as to the new offer made and shall provide the BUYER with a copy of the new written offer to purchase (buyer's name to be redacted). The BUYER then shall have a period of forty-eight (48) hours from receipt of a copy of the new written offer to either increase the purchase price hereunder so as to match the higher purchase price in the new written offer and/or to meet the more favorable terms or to withdraw from this transaction. If the BUYER notifies the SELLER in writing within a forty-eight hour period that the BUYER elects to increase the purchase price hereunder and/or to meet the more favorable terms, this Agreement shall be amended to reflect the new higher purchase price and/or more favorable terms and the BUYER and SELLER shall sign said Amendment forthwith. If such notice is not timely received, then the BUYER shall be deemed to have elected to withdraw from this transaction, and the Deposit, together with all accrued interest thereon, if any, shall be refunded to BUYER forthwith and this Agreement shall thereupon be rendered null and void and without further recourse or liability to either party hereto.
55. The parties acknowledge that these Premises are served by private well water and a private septic system.
56. Prior to closing Seller shall complete the septic replacement work described in the estimate from DJ Morris attached hereto as Exhibit A and shall provide Buyer with the Certificate of Compliance by the Town of Sudbury Health Department. The Seller shall ensure that the affected area from the Title V work will be reseeded with the goal to restore the property to the same condition it was before the Title V work. In addition, to the extent disturbed, the Seller shall restore the patio area, yard, retaining wall, back stairs and any other affected areas to substantially the same condition as before the Title V work began, provided said restoration work is completed to the reasonable satisfaction/approval of the BUYER, or at BUYER's option, if the BUYER and the SELLER mutually agree on a credit amount, SELLER shall provide a mutually agreed upon closing cost credit so BUYER may complete the work (to restore the patio area, yard, retaining wall, back stairs and any other affected areas) after closing. In the event the BUYER and SELLER are unable to mutually agree on a credit amount, the parties will obtain estimates to complete any outstanding item(s) from three mutually agreed upon licensed and insured professionals and the closing cost credit for each outstanding item will be based on the average of the three estimates. Said Title V Certificate must be for a 5 bedroom system. Further, said Title V system must be connected to both the main house and the studio. In the event the SELLER has not obtained the Title V Certificate prior to the Closing Date as defined in Paragraph 8, Buyer shall have the option but not the obligation to proceed

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with the closing subject to a hold back of a portion of the Seller's proceeds pending completion of the work and receipt of a passing Title V certificate, pursuant to a mutually agreeable escrow agreement.

57. 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. The Parties acknowledge and agree that the "Closing Agent" will be the person responsible for performing the Closing of this transaction, and, hence, for the appropriate filing of any documents and subject withholding with the Internal Revenue Service. SELLER does hereby forever release and discharge BUYER and BUYER's attorney from all liability resulting from, or arising out of, BUYER's and BUYER's attorney's good faith compliance with the requirements of Section 1445 the I.R.C. The provisions of this Paragraph shall survive delivery of the Deed hereunder.
58. The SELLER represents to BUYER that the purchase price herein is sufficient to pay off all of the SELLER's obligations 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."
59. This Agreement may be executed by each party on separate counterparts, each of which when so executed and delivered shall be deemed an original and all of which taken together constitute but one and the same instrument. Counterparts may be transmitted by the parties to their counsel via facsimile or by electronic transmission, if convenient to do so, and such counterparts shall be deemed originals, for all purposes.
60. It is acknowledged and presumed that the substance and form of this Agreement have been fully reviewed by the Parties hereto and approved as to form by their respective counsel. It is further acknowledged and agreed that no presumption shall exist against either party hereto by virtue of this Agreement being considered to have been drafted by counsel for either party thereto.
61. **WIRE FRAUD WARNING.** Wire fraud is on the increase. Be suspicious of all requests to wire money, even a request appearing to come from your own attorney or real estate agent. Before sending a wire, ALWAYS verify the correct wiring instructions with the actual intended recipient using contact information known by you to be correct or independently verified. Phone verification is best. DO NOT simply reply to or trust the contact information in an email that tells you to send a wire. Wiring instructions seldom if ever change during a transaction, so be highly suspicious of any changes to wiring instructions previously verified. The lawyers, law firms, real estate agents and real estate brokerage companies in this transaction are not responsible for any wire sent by you based on fraudulent, falsified or altered wiring instructions.
62. The SELLER's obligations hereunder are contingent upon the Buyer purchasing the land currently subject to the Town of Sudbury's Right of First Refusal under G.L. c. 61B regarding the adjacent 69,752 sq. ft. ("61B Land") on the terms and conditions set forth in a separate purchase and sale agreement of even date between the parties if the Town does not exercise its Right of First Refusal. SELLER agrees to obtain and provide at SELLER's sole expense, any title documentation required in connection with the Right of First Refusal waiver.
63. The Parties acknowledge that one of the two heating oil storage tanks has leaked oil. SELLER has notified MADEP and has hired an LSP to oversee MADPEP required soil removal and remediation. Prior to closing, at SELLER'S sole cost and expense, SELLER shall cause the Premises to be remediated so that the LSP has confirmed in writing that no further remediation is required under MADEP regulations. In the event that BUYER is not satisfied, in its sole discretion with the remediation work, remediation results or soil conditions, BUYER shall be permitted to terminate this Agreement within 5 business days after receipt of the LSP's confirmation in writing that no further remediation is required under MADEP regulations, in which case all deposits shall be refunded to BUYER, and SELLER shall have the obligations described in Sections 64 and 65 hereof, without further recourse to the parties hereto Both oil tanks have been removed. As BUYER plans to convert to a different heating source after closing, SELLER will install one oil tank prior to closing as set forth herein. As part of the remediation process, the parties acknowledge that the deck off the dining room must be removed. SELLER will obtain and provide BUYER with multiple estimates from licensed and insured contractors for replacement of the deck. BUYER shall have the option,

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at BUYER's discretion, to have the deck replaced by one of the contractor approved by BUYER or to accept a credit from SELLER for replacement of the deck based on an average of three mutually agreeable estimates. As a condition precedent to closing, after the completion of remediation, SELLER shall, at SELLER's sole cost and expense, have the well water retested and will provide BUYER with written test results to confirm that the premises has a safe source of good drinking water and that the results meet or exceed state and federal water standards. In the event that the well water test results do not meet or exceed state and federal water standards, SELLER agrees, at SELLER's sole cost and expense, to have a licensed professional take all necessary measures to cause the well water to meet or exceed state and federal water standards, which may require, installation of a new well prior to closing. In the event of new well installation, the model, size, depth, location, etc. of the well shall be subject to BUYER's approval, which approval shall not be unreasonably withheld, conditioned or delayed. BUYER's obligations hereunder shall remain contingent on SELLER providing written well water test results, which meet or exceed state and federal water standards. Upon BUYER's acceptance and recording of the deed, SELLER shall have no further remediation obligations, and BUYER shall hold SELLER harmless from any cost, loss, expense claims or liability associated with oil contamination/remediation on, under, or near the Premises. The provisions of this paragraph shall survive the delivery of the deed.

64. Between the date hereof and the date of Closing, BUYER shall be permitted to perform the following work at BUYER's sole risk, cost and expense, such work to be performed by licensed and insured contractors in compliance with all applicable laws, naming SELLER as a certificate holder prior to work commencement; demolition work in the basement area under the main bedroom where the old maid's room, tiny bathroom, and storage room are located. If it is determined that an additional spot would benefit from demolition BUYER and SELLER will agree in writing before any work is done. Before any work begins, Buyer and Seller will walk the property with Wesley and clearly mark what is to be demolished. Notwithstanding the foregoing, in the event that this agreement is terminated and BUYER is entitled to a refund of the deposit, SELLER agrees to reimburse BUYER for its actual out of pocket costs and expenses for this work, not to exceed \$5,000.00 once the house is sold to a third party. The provisions of this paragraph shall survive termination of this Agreement.
65. In the event that this agreement is terminated and BUYER is entitled to a refund of the deposit, SELLER agrees to also reimburse BUYER for its actual out of pocket costs and expenses for architectural work at the Premises, not to exceed \$7,500.00 once the house is sold to a third party. The provisions of this paragraph shall survive termination of this agreement.
66. INTENTIONALLY DELETED.
67. The parties acknowledge that after the new oil tank is installed and the oil burner is heating the Premises, the BUYER shall have the opportunity to have a licensed HVAC contractor(s) assess the heating system for informational purposes only (to assist the BUYER in determining best options for future replacement of the system), at BUYER's expense. BUYER's obligations under the Agreement are contingent on SELLER completing the following:

After completion of the HVAC assessment, SELLER shall have a licensed and insured pool professional clean, service, winterize and "close out" the pool for the season; SELLER shall provide BUYER with documentation confirming payment in full and completion of the same and BUYER shall reimburse SELLER at or prior to closing for fifty (50%) of said cost; Buyer to be responsible for pool reopening after closing.
68. BUYER's obligations hereunder are contingent on SELLER having a licensed professional install, at SELLER's sole expense, two (2) 62 gallon pressurized well water tanks to replace the two (2) tanks removed to clean up the oil.

Upon the mutual agreement of the parties that the oil remediation work referenced in Paragraph 63 and rebuilding of the basement have advanced sufficiently to allow for additional work, SELLER agrees to have a licensed professional install, at SELLER's sole cost and expense, one oil tank in a mutually agreeable location and shall ensure that the current heating system runs properly and sufficiently heats the premises through the Closing; the oil tank will be installed with all appropriate safety measures, including but not limited to a catch basin under the oil tank to safeguard

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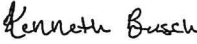
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against potential leaks. SELLER further agrees to maintain the Premises through the Closing Date at a minimum temperature of 48 degrees Fahrenheit.

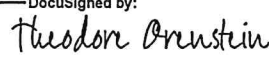
69. Prior to closing, BUYER shall have the option to undertake and make certain improvements to the Premises (improvements which shall improve the value of the Premises), provided that SELLER has approved the specific improvement(s) in writing in advance of any work being completed; the parties further agreed that said written approval shall specifically indicate whether the SELLER agrees to reimburse the BUYER for said improvement(s) in the event of termination of the Agreement. All such work shall be performed by licensed and insured contractors in accordance with all applicable law. The provisions of this paragraph shall survive termination of this Agreement.
70. Notwithstanding any provision to the contrary, in the event the closing does not occur on or before May 1, 2023, the BUYER shall have the option, at BUYER's discretion, to terminate the Agreement, whereupon all deposits paid by BUYER hereunder shall be refunded to the BUYER and SELLER shall have the obligations described in Sections 64 and 65 hereof, without further recourse to the parties hereto.
71. The Premises include a registered parcel of land located off Brimstone Lane, shown as Lot 8 on a plan of land entitled "Subdivision Plan of Land in Framingham and Sudbury" dated October 17, 1974 prepared by Arthur E. Harding Jr., Surveyor registered with the Middlesex South Registry District of the Land Court in Book 857, Page 142, Plan 4869H (two sheets), noted on Certificate of Title No. 145492 ("Lot 8") which is to be conveyed from the Town of Sudbury to the SELLER. Land Court has suggested that because the grantee clause on the Town's deed includes an estate, the estate must quickly convey Lot 8 out. As such, notwithstanding any provision to the contrary in this Agreement: (i) if required by Land Court, SELLER may, with notice to BUYER, convey Lot 8 to BUYER prior to closing for consideration of \$10,000, which \$10,000 remains part of the herein purchase price (with no additional consideration due from the BUYER) and deposit and will continue to be held in escrow ("Lot 8 Escrow") with the balance of the deposit; (ii) simultaneous with the execution hereof, BUYER shall execute a deed of Lot 8 for \$10,000 to Theodore Orenstein and Judith Webb, Trustees of the David Aronson 2003 Revocable Trust u/d/t/ dated September 11, 2003 to be held in escrow by Rollins, Rollins & Fox, PC; (iii) if this Agreement is terminated for any reason whatsoever, the deed referenced in (ii) immediately above shall be released by Rollins, Rollins & Fox, PC to SELLER and the Lot 8 Escrow shall be paid over to BUYER as the Lot 8 purchase price; and (iv) if the transaction contemplated by this Agreement is consummated, Rollins, Rollins & Fox, PC shall release the aforesaid deed to BUYER.

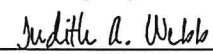
BUYERS:

DocuSigned by:

 Kenneth Busch
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DocuSigned by:

 Jason Gasdick
 884951789C804CF...

SELLER:

DocuSigned by:

 By: Theodore Orenstein, Trustee and
 Personal Representative as Aforesaid
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DocuSigned by:

 By: Judith Webb, Trustee and Personal
 Representative as Aforesaid
 0643B8E...

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3/13/23

Law Office of Theodore P. Orenstein

29 Ricker Road
Newton, Massachusetts 02458
(617) 964-1173
(e) tporenstein@gmail.com

March 8, 2023

Via Certified Mail
Return Receipt Requested

Town of Sudbury
Select Board
c/o Town Clerk
322 Concord Road
Sudbury, MA 01776

RE: **NOTICE OF INTENT TO SELL/CONVERT LAND SUBJECT TO M.G.L. CHAPTER 61B §9.** 3.77 acre of land ("Property"), being a portion of 137 Brimstone Lane, Sudbury, Massachusetts, Assessors Map L04 Parcel 006, owned by Theodore Orenstein and Judith Aronson Webb, Trustees of the David Aronson 2003 Revocable Trust u/d/t/ dated September 11, 2003, and Theodore Orenstein and Judith Aronson Webb, Personal Representatives of the Estate of Georgianna Aronson, Middlesex Probate Case No. MI17P4150EA ("Owner") with an address of 29 Ricker Road, Newton, MA 02458; Telephone No. (617) 964-1173

Dear Members of the Board:

This letter pertains to the above-referenced Property which is currently registered with the Town of Sudbury as recreational land pursuant to M.G.L. Chapter 61B. The Property is shown as Lot 2 on the plan of land entitled "Plan of Land of 137 Brimstone Lane in Sudbury, MA" prepared by Connorstone Engineering Inc., dated April 8, 2022 ("Plan") endorsed by the Planning Board and recorded with the Middlesex South Registry of Deeds as Plan No. 507 of 2022. A reduced copy of the Plan is enclosed herewith. Pursuant to M.G.L. Chapter 61B §9, notice is hereby given to the Town of Sudbury of the intent of the Owner to sell the Property to Carrie Gomes Maciel and Rogerio Efigenio Deoliveira or their nominee or permitted assignee ("Buyer"), for residential, industrial or commercial use in consideration of \$375,000. The present intent of the Buyer is to build and then occupy a single-family home on the Property as soon as practicable after closing. The Property is adjacent to certain other land which was described in my Notice of Intent to Sell/Covert Land Subject to M.G.L. Chapter 61B §9 addressed to you and dated February 21, 2023. Enclosed please find a certified copy of the executed Purchase and Sale Agreement for the Property, specifying the purchase price and all terms and conditions of the proposed sale.

Attachment 15.b: 137 Brimstone Lane - Lot 2 Notice of Intent to Sell 230313 (5793 : 157 Brimstone lane Lot 1 and 2 ROFR)

I ask that you kindly schedule this matter for the next available hearing. If you require any additional information or documentation, please do not hesitate to contact me.

Thank you.

Very truly yours,



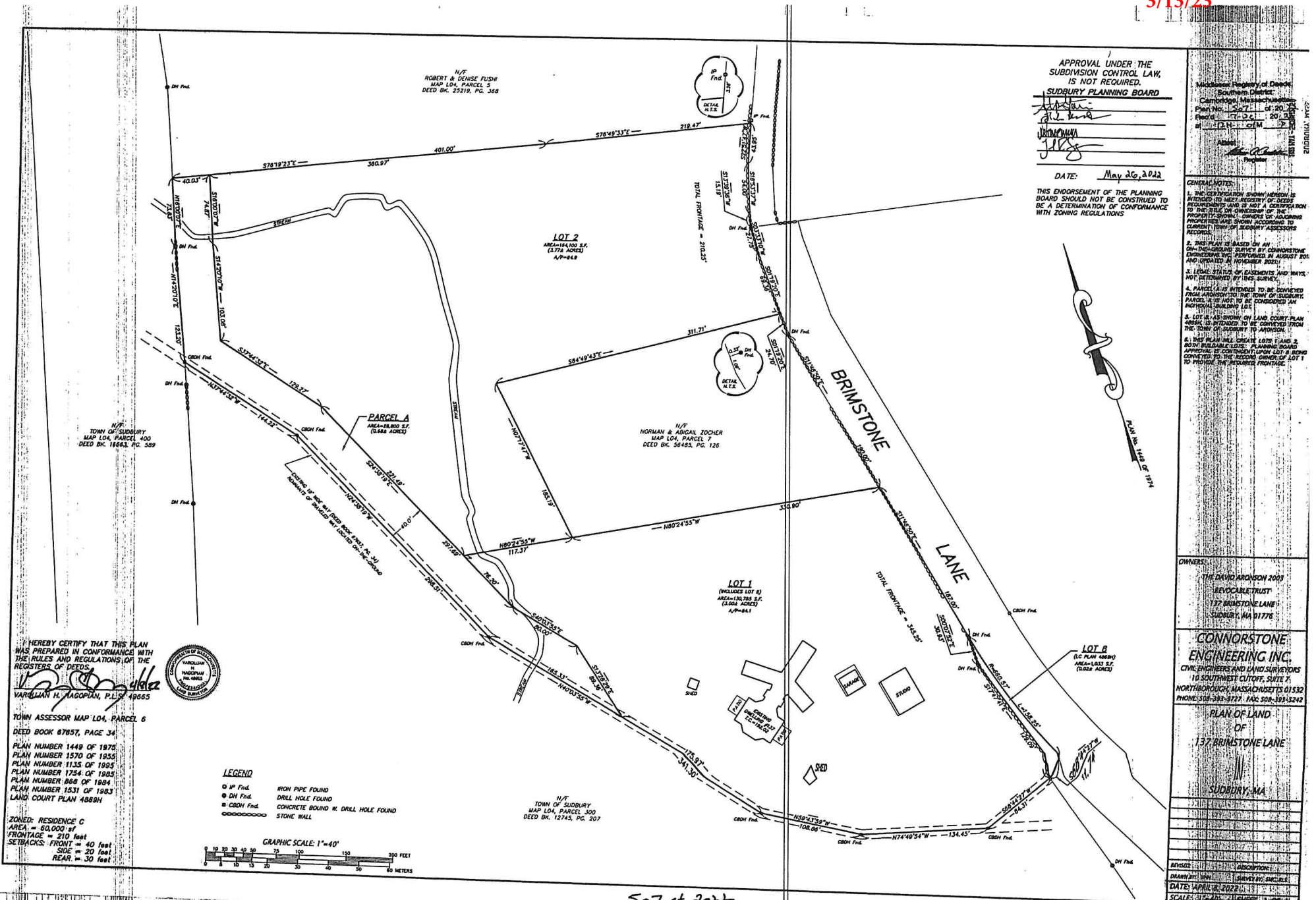
Theodore P. Orenstein

Enclosures

cc: By Certified Mail Return Receipt Requested
✓ Sudbury Planning Board, with enclosures
Sudbury Conservation Commission, with enclosures
Sudbury Board of Assessors, with enclosures
State Forester c/o Commissioner of Department of Conservation and Recreation,
with enclosures
Lee Smith Esq., with enclosures (regular mail)

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3/13/23



ATTEST
ATTEST

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

Theodore P. Orenstein

This ___ day of February, 2023.

1. **PARTIES AND MAILING ADDRESSES** Theodore Orenstein and Judith Webb, Trustees of the David Aronson 2003 Revocable Trust u/d/t dated September 11, 2003, as evidenced by a Trustee's certificate pursuant to M.G.L. c. 184, §35 recorded with the Middlesex South Registry of Deeds in Book 68485, Page 90, and Theodore Orenstein and Judith Webb, Personal Representatives of the Estate of Georgianna Aronson, Middlesex Probate Case No. MI17P4150EA (hereinafter referred to as the "SELLER") agree to sell and Carrie Gomes Maciel and Rogerio Esigenio Deoliveira of 6 Baldwin Drive, Stow, MA 01775 (hereinafter referred to as the "BUYER") (SELLER and BUYER sometimes hereinafter collectively referred to as the "Parties"), agree to buy, upon the terms hereinafter set forth, the following described premises:
2. **DESCRIPTION** A 3.77 acre parcel of the land in the Town of Sudbury, Massachusetts shown as Lot 2 on the plan entitled "Plan of Land of 137 Brimstone Lane in Sudbury, MA" prepared by Connorstone Engineering, Inc. dated April 8, 2022 recorded with the Middlesex South Registry of Deeds as Plan No 507 of 2022 ("Plan") (hereinafter referred to as the "Premises").
3. **BUILDINGS, STRUCTURES, IMPROVEMENTS, FIXTURES** Intentionally Omitted
4. **TITLE DEED** Said Premises are to be conveyed by a good and sufficient quitclaim deed running to the BUYER, or to the nominee 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 omitted;
 - (c) Such taxes for the then current fiscal 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 delivery of such deed; and
 - (e) Easements, restriction and reservations of record provided they do not prohibit or materially interfere with the following use: Single Family.
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 to said Premises.
7. **PURCHASE PRICE** The agreed to purchase price for said Premises is \$375,000.00, of which:

\$ 5,000.00	having previously been paid as a deposit to bind the Offer; and
\$ 13,750.00	to be paid as additional deposit upon execution of the Purchase and Sale Agreement; and
\$ 356,250.00	are to be paid to SELLER at the time of delivery of the deed by domestic wire funds transfer, pursuant to written wiring instructions of the SELLER on the closing attorney's wire release form.
\$ 375,000.00	TOTAL
8. **TIME FOR PERFORMANCE; DELIVERY OF DEED ("CLOSING")** Such deed is to be delivered on **March 30, 2023 at 12:00 Noon** at the office of the settlement agent. It is agreed that time is of the essence of this Agreement. Neither the SELLER, nor SELLER's agents or attorney shall be required to attend the Closing but do agree to ensure that the original Deed, original Power of Attorney, and other customary documents are delivered to the closing attorney in a timely fashion for Closing and recording on the same business day.
9. **POSSESSION AND CONDITION OF PREMISES** Intentionally Omitted

Attachment 15.b: 137 Brimstone Lane - Lot 2 Notice of Intent to Sell 230313 (5793 : 157 Brimstone lane Lot 1 and 2 ROFR)

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, the Closing shall be extended for up to sixty (60) calendar days from the Closing Date. The SELLER shall not be obligated to spend more than one-half of one percent of the purchase price exclusive of voluntary monetary liens, municipal liens and real estate taxes, and/or unexpired attachments of record.
11. FAILURE TO PERFECT TITLE OR MAKE PREMISES CONFORM, etc.
If the SELLER elects to not spend more than the amount outlined in Paragraph 10 above to perfect or cure any issues contemplated by Paragraph 10 or 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 to the BUYER and all other obligations of the Parties hereto shall cease and this Agreement shall be void without recourse to the Parties hereto, unless the BUYER elects to proceed pursuant to Paragraph Twelve (12), below.
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 if the said Premises shall have been damaged by fire, vandalism or any other casualty, whether or not insured against, or in the event of a taking of all or a portion of the Premises then the BUYER may terminate this Agreement.
13. ACCEPTANCE OF DEED
The acceptance and recording of a deed by the BUYER or the BUYER's 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 the delivery of said deed.
14. USE OF MONEY TO CLEAR TITLE
To enable the SELLER to make conveyance as herein provided, the SELLER shall, 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 the deed, or in the case of mortgages granted by the SELLER to institutional lenders which are paid in full from the sale proceeds, within a reasonable time after the delivery of said deed in accordance with local conveyancing practices. The discharge of any privately held mortgages shall be required to be delivered and recorded at or prior to Closing.
15. INSURANCE
Intentionally Omitted
16. ADJUSTMENTS
Real estate taxes for the then current month or quarter or fiscal year as the case may be in which the Closing takes place, shall be apportioned and fuel value shall be adjusted, as of the Closing date 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 real estate taxes is not known at the time of the delivery of the deed, they shall be apportioned on the basis of the real estate taxes assessed for the preceding fiscal year, with a reapportionment as soon as the new real estate tax rate and valuation can be ascertained; and, if the real estate 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 – pursuant to a separate agreement is due from the SELLER to **Coldwell Banker Realty-Sudbury to be shared with Fazza Realty per MLS.** if, as and when the deed is delivered and recorded and the full purchase price is paid, and not otherwise. By execution of this Agreement, the BUYER and SELLER specifically authorize the distribution of the ALTA settlement statement and/or Closing Disclosure to the aforementioned Agents/Brokers.
19. BROKER(S) WARRANTY
The Broker(s) named herein, warrant(s) that the Broker(s) is (are) duly licensed as such by the Commonwealth of Massachusetts.
20. DEPOSIT
All deposits made hereunder shall be held in escrow by **Coldwell Banker Realty-Sudbury.** in a federally-insured, non-interest-bearing account, 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 written instructions mutually given by the SELLER and the BUYER or the final judgment of a court with competent jurisdiction. The delivery, acceptance and recording of the Deed shall in all cases constitute the Parties' joint authorization for the release

of all deposits held hereunder. If deposits are held in an interest-bearing account, then interest shall follow the deposit.


21. BUYER'S DEFAULT;
DAMAGES If the BUYER shall fail to fulfill the BUYER's agreements herein and the SELLER shall have fulfilled SELLER's agreements herein, all deposits made hereunder by the BUYER shall be retained by the SELLER as liquidated damages and this shall be SELLER's sole and exclusive remedy at both law and in equity for any and all BUYER default(s) hereunder. The SELLER agrees that upon the closing on this property with full consideration hereunder passing to the SELLER, and the acceptance and recording of the deed by the BUYER, the SELLER agrees to waive any claim to liquidated damages under this Agreement and any prior breach by the BUYER shall be deemed cured. This paragraph shall survive the delivery of the deed.
22. RELEASE BY HUSBAND
OR WIFE Intentionally omitted as Grantors are trustees of a trust/estate.
23. BROKER AS PARTY The Broker(s) named herein join(s) in this Agreement and become(s) a party hereto, insofar as any provisions of this Agreement expressly apply to the Broker(s), and to any amendments or modifications of such provisions to which the Broker(s) agree(s) 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 any 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 not set forth or incorporated in this Agreement, except for the following additional warranties and representations, if any, made by either the SELLER or the SELLER's agent(s): NONE, except as expressly provided in this Agreement.
26. MORTGAGE
CONTINGENCY
CLAUSE Intentionally Omitted. Cash purchase.
27. CONSTRUCTION OF
AGREEMENT This Agreement, 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 enures to the benefit of the Parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be canceled, 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 digitally/electronically signed, facsimile and/or scanned e-mail copies of such written instruments. If two or more persons are named herein as BUYER and/or SELLER, their respective 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 Intentionally Omitted
29. SMOKE/CARBON
MONOXIDE
DETECTORS Intentionally Omitted
30. ADDITIONAL
PROVISIONS The executed Rider A attached hereto, is incorporated herein by reference. If any provision in the Riders conflicts in any way with any other provision in Paragraphs One (1) through Thirty (30), inclusive, of this Agreement, the provision contained in the Rider shall control. BUYER acknowledges that SELLER is the listing agent.

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

**NOTICE: THIS IS A LEGAL DOCUMENT THAT CREATES BINDING OBLIGATIONS. IF NOT
UNDERSTOOD, CONSULT AN ATTORNEY.**

Attachment 15.b: 137 Brimstone Lane - Lot 2 Notice of Intent to Sell 230313 (5793 : 157 Brimstone lane Lot 1 and 2 ROFR)

BUYERS:


 dotloop verified
03/01/23 1:03 PM EST
NPEM-Y4GT-KKTK-EKGV


Carrie Gomes Maciel

 dotloop verified
03/01/23 1:04 PM EST
ZWTH-MCFD-OSON-YZWX

Rogerio Efigenio Deoliveira

SELLER:

DocuSigned by:
 1/2/2023
By: 0F47BF86A03D4FE...
Theodore Orenstein, Trustee and
Personal Representative as Aforesaid

DocuSigned by:

By: 173CB1A98174454
Judy Webb, Trustee and Personal
Representative as Aforesaid

Attachment 15.b: 137 Brimstone Lane - Lot 2 Notice of Intent to Sell 230313 (5793 : 157 Brimstone lane Lot 1 and 2 ROFR)

RIDER A

**Theodore Orenstein and Judith Webb, Trustees of the David Aronson 2003 Revocable Trust u/d/t/ dated September 11, 2003,
and as Personal Representatives of the Estate of Georgianna Aronson ("SELLER")**

and

Carrie Gomes Maciel and Rogerio Efigenio Deoliveira ("BUYER")

RE: Lot 2, Brimstone Lane (3.77 acre parcel) Sudbury MA 01776

31. All notices required or to be given hereunder shall be in writing and deemed duly given when hand delivered, or sent via recognized express/overnight carrier or sent via e-mail with proof of transmission addressed as follows: If to Buyer: Antonietta DeVito, Esquire, DeVito Law Offices, 800 Turnpike Street, Suite 300, North Andover, MA 01845, Dir # 617.899.6949; Efax# 978.522.8439 Email: adevito@devitolawoffices.com and if to SELLER: Joshua M. Fox, Esquire, Rollins, Rollins & Fox, P.C., 36 Glen Avenue, Newton, MA 02459; Tel: 617-969-7555; E-mail: jfox@rrf-law.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.
32. All offers and agreements made prior to this Agreement, including, without limitation, the memorandum executed by the Parties hereto, entitled "Offer to Purchase Real Estate" ("Offer") and any addenda thereto, are hereby superseded, rendered null and void and shall have no further force and effect. It being the intent of the Parties that all obligations of the Parties are contained only in this Agreement.
33. From and after the date of this Agreement, SELLER agrees to permit BUYER and its designees other than appraisers, reasonable access at reasonable times, to the said Premises. BUYER shall abide by all CDC guidelines and COVID-19 protocols implemented by the listing agent's office. Said right of access shall be exercised only in the presence of SELLER or SELLER's agent, and only after reasonable prior notice to the SELLER or SELLER's agent. Under no such circumstance shall the BUYER or any agent of the BUYER be allowed to make any sort of alteration to the Premises during their access, except as may be specifically permitted herein. In consideration of the foregoing, BUYER shall be responsible for any uninsured damages or personal injury caused by BUYER or BUYER's agent(s) or as a result of such access, except for any damages caused by the negligence of SELLER and/or the SELLER's agents.
34. BUYER further acknowledges and agrees that, and as a material inducement to the execution and delivery of this Agreement by SELLER, the Closing of this transaction shall constitute an acknowledgment by the BUYER that the Premises are accepted, except as otherwise noted herein, without representation or warranty of any kind or nature and in an "AS IS" (at the time of BUYER's offer), "WHERE IS" condition, based upon BUYER's independent inspection of the Premises unless otherwise stated herein to the contrary. The provisions of this Paragraph shall survive the Closing and delivery of the Deed hereunder.
35. BUYER warrants and represents to SELLER and SELLER represents and warrants to BUYER that neither has dealt with any broker or other person entitled to a broker's commission in connection with the negotiation or execution of this Agreement or the consummation of the transaction contemplated hereby, except the Broker(s) listed herein and each agrees to hold the other harmless and indemnify the other against all damages, claims, losses and liabilities, including legal fees, incurred by the other, arising out of or resulting from the failure of its representation and warranty. The provisions of this Paragraph shall survive the Closing and delivery of the Deed hereunder.
36. The Parties acknowledge and agree that SELLER has no adequate remedy in the event of BUYER's default under this Agreement because it is impossible to compute exactly the damages which would accrue to SELLER in such event. Therefore, the Parties have taken these facts into account in setting the amount of the deposit hereunder and hereby agree that: (i) the deposit hereunder is the best estimate of such damages which would accrue to SELLER in the event of BUYER's default hereunder; (ii) said deposit represents damages and not a penalty against BUYER, and (iii) the Parties have been afforded the opportunity to consult an attorney with regard to the provisions of this Paragraph.
37. At closing, SELLER agrees to deliver to the closing attorney such affidavits, documents and certificates as may be customarily and reasonably requested and prepared by the closing attorney, the title insurance company

Attachment 15.b: 137 Brimstone Lane - Lot 2 Notice of Intent to Sell 230313 (5793 : 157 Brimstone lane Lot 1 and 2 ROFR)

issuing title insurance coverage for BUYER's benefit and the closing attorney, including without limitation the following: (i) an affidavit stating that SELLER is not a foreign person under Internal Revenue Code, Section 1445; (ii) an affidavit to BUYER and BUYER'S title insurance company certifying that there are no parties in possession of the Premises and that no work has been done on the Premises which could entitle anyone to claim a mechanic's or materialman's lien with respect to the Premises (but SELLER shall not certify as to other title or survey matters); (iii) Internal Revenue Code, 1099S Form; and (iv) an affidavit representing that to the best of SELLER's knowledge, there is no urea formaldehyde foam insulation on or in the Premises.

38. Any assignment of this Agreement by BUYER or any recording of this Agreement or any portion hereof or reference hereto, or any notice or memorandum thereof, by BUYER shall constitute a default hereunder. In any such case, notwithstanding the terms of paragraph 20 hereof, all deposits shall be forthwith released by the escrow agent to the SELLER, 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) to designate a nominee to take title, or add a spouse or family member to the deed.
39. Any title or practice matter arising under or relating to this Agreement which is the subject of a title or practice standard of the Real Estate Bar Association ("REBA") shall be governed by said title or practice standard to the extent applicable and to the extent such title or practice standard does not contradict any expressed term or condition of this Agreement, Massachusetts case law or statute.
40. 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) 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" and schedule B1 to such form or policy;
 - (b) No buildings, structures, rights of way or improvements of any kind, including any driveway(s), garage(s), septic systems, leaching fields, fences, sheds and wells belonging to any other person or entity encroaches upon, over or under the Premises from other premises unless it is pursuant to and within a valid and duly-recorded easement or right of way area benefiting said other premises granted from the Premises;
 - (c) The Premises abut and have unrestricted and unencumbered vehicular and pedestrian access to a public way, duly laid out or accepted as such by the town or city in which the Premises are located or abut a private way or right of way with irrevocable rights of access and egress to the Premises; and
 - (d) In the event there are lot specific Orders of Conditions of record applicable and enforceable as to the Premises, SELLER shall obtain and record at or prior to the Closing such Certificates of Compliance as are necessary to release such Orders of Conditions.

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, in BUYER's discretion, elect to accept same but shall not be required to do so, and shall have the right, at the option of BUYER's counsel, to deem title to the Premises unacceptable or unmarketable and to terminate this Agreement whereupon any payments made under this Agreement shall be forthwith refunded to the BUYER and all other obligations of the Parties hereto shall cease and this Agreement shall be void without recourse to the Parties hereto.

43. Without conducting any investigation or inquiry SELLER represents that to SELLER's actual knowledge:
- (a) There are no underground oil storage tanks or other subsurface facilities holding petroleum or oil on the Premises;
 - (b) Other than reasonable quantities of normal household products, SELLER has not released any toxic or hazardous substances (as same is contemplated by MGL Ch 21E) on the Premises;
 - (c) There are no pending bankruptcy, mortgage foreclosure, or other proceeding which might in any material way impact adversely on SELLER's ability to perform under this Agreement; In the event that SELLER files for bankruptcy, or if involuntary proceedings are instituted against SELLER, BUYER may, at BUYER's election, terminate this Agreement by written notice to the SELLER whereupon any

payments made under this Agreement shall be forthwith refunded to the BUYER and all other obligations of the Parties hereto shall cease and this Agreement shall be void without recourse to the Parties hereto.

- (d) As of the date hereof, the SELLER has received no written notice from any municipal, county, state or federal agency asserting or alleging that the Premises are presently or may be in violation of the provisions of any municipal, county, state or federal codes, ordinances, statutes or regulations relating to zoning, building, environmental or health matters or enforcement proceedings;
- (e) SELLER is not aware of any suits, actions, orders, decrees, claims, writs, injunctions or proceedings against the SELLER or affecting all or any part of the Premises or the operation thereof before any court or administrative agency or officer which, if adversely determined, would have material adverse effect upon the Premises;
- (f) There are no amounts due and owing to any person, firm, or entity with respect to work, labor, or services furnished or performed to, at, or for said Premises or any part thereof, and there are no liens asserted against the Premises or any part thereof with respect to any work, labor, or services performed to, at, or for said Premises;
- (g) There are no municipal betterments assessed presently affecting said Premises; and the SELLER has no knowledge of nor has the SELLER received any written notice of taking, condemnation or special assessment, actual or proposed, with respect to the Premises;
- (h) The Premises are not the subject of any outstanding agreements with any party pursuant to which any such party may acquire any interest in the Premises, other than existing mortgages;
- (i) Seller has the legal right, power and authority to enter into this Agreement and to perform all of its obligations hereunder.

SELLER will promptly notify BUYER of any change in facts, which SELLER becomes actually aware of, which arise prior to the Closing which would make any such representation materially untrue if such state of facts had existed on the date of execution of this Agreement and, unless SELLER shall rectify the cause of such change by the original or extended time for Closing hereunder, BUYER shall have, the option of canceling this Agreement by notifying the SELLER thereof in writing before the original or extended time for Closing as the case may be, in which event all deposits made by the BUYER hereunder, shall be forthwith refunded to BUYER and this Agreement shall be null and void and without recourse to the Parties hereto.

- 44. 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 more 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; furthermore, it is acknowledged and agreed by the Parties that any such representations shall not survive the closing and shall not constitute a representation or warranty against the existence of such conditions about which SELLER has no knowledge, nor a representation or warranty against the discovery or occurrence of such conditions. The provisions of this Paragraph shall survive the Closing and delivery of the Deed hereunder.
- 45. 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.
- 46. 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, grant extensions, modify or amend this Agreement in writing, and the BUYER and SELLER shall be able to rely upon the signatures of said attorneys as binding unless they have actual knowledge that the principals have disclaimed the authority granted herein to bind them. For purposes of this Agreement and any modification thereof, electronic signatures, email transmissions and/or facsimile signatures shall be binding.
- 47. Both 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.
- 48. Anywhere a day certain is stated for payment or for performance of any obligation, the day certain so stated enters into and becomes a part of the consideration for this Agreement. If any date set forth in this Agreement

shall fall on, or any time period set forth in this Agreement shall expire on, a day which is a Saturday, Sunday, federal or state holiday, or other non-business day, such date shall automatically be extended to, and the expiration of such time period shall automatically be extended to, the next day which is not a Saturday, Sunday, federal or state holiday or other non-business day.

49. BUYER's obligations are not contingent upon the sale of any property or the financing of the Premises or any other property, including the Premises.
50. The parties agree and understand that in the event the closing is held at a place other than a Registry of Deeds, except in the event of a gap closing in which case disbursements will be made on the closing date regardless of recording, the SELLER's proceeds will be held in escrow until such time as the Deed and other closing documents to be recorded are in fact placed on record at the Registry of Deeds. BUYER'S attorney shall use its best effort to record the appropriate closing documents, at the appropriate Registry of Deeds, on the date of the closing. The Parties understand, however, that depending on the time and location of the closing, the documents may not be recorded until the following business day. If this occurs, BUYER shall not be considered in default with the terms of this Agreement, but BUYER shall not have any access to the Premises until the deed is recorded.
51. If any errors or omissions are found to have occurred in any calculations or figures used in the settlement statement signed by the Parties (or would have been included if not for any such error or omission) and notice hereof is given within two months of the date of delivery of the deed to the Party to be charged, then such Party agrees promptly to make a payment to correct the error or omission.
52. SELLER's obligation to sell the Premises to BUYER is conditioned upon and is expressly subject to SELLER receiving, prior to the closing, no other offer to purchase the Premises at a price higher than the purchase price of \$375,000 or otherwise containing terms that are more favorable when reasonably considered by SELLER in the aggregate, giving consideration to the fact that this offer is cash and without inspection contingency, provided however, should the SELLER, after signing this Agreement, receive a written offer to purchase the Premises at a purchase price that is higher than the aforementioned price of \$375,000 or otherwise containing terms that are more favorable (as described above), the SELLER shall forthwith notify the BUYER as to the new offer made and shall provide the BUYER with a copy of the new written offer to purchase (buyer's name to be redacted). The BUYER then shall have a period of forty-eight (48) hours from receipt of a copy of the new written offer to either increase the purchase price hereunder so as to match the higher purchase price in the new written offer and/or to meet the more favorable terms or to withdraw from this transaction. If the BUYER notifies the SELLER in writing within a forty-eight hour period that the BUYER elects to increase the purchase price hereunder and/or to meet the more favorable terms, this Agreement shall be amended to reflect the new higher purchase price and/or more favorable terms and the BUYER and SELLER shall sign said Amendment forthwith. If such notice is not timely received, then the BUYER shall be deemed to have elected to withdraw from this transaction, and the Deposit, together with all accrued interest thereon, if any, shall be refunded to BUYER forthwith and this Agreement shall thereupon be rendered null and void and without further recourse or liability to either party hereto.
53. 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. The Parties acknowledge and agree that the "Closing Agent" will be the person responsible for performing the Closing of this transaction, and, hence, for the appropriate filing of any documents and subject withholding with the Internal Revenue Service. SELLER does hereby forever release and discharge BUYER and BUYER's attorney from all liability resulting from, or arising out of, BUYER's and BUYER's attorney's good faith compliance with the requirements of Section 1445 the I.R.C. The provisions of this Paragraph shall survive delivery of the Deed hereunder.
54. The SELLER represents to BUYER that the purchase price herein is sufficient to pay off all of the SELLER's obligations 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."

55. This Agreement may be executed by each party on separate counterparts, each of which when so executed and delivered shall be deemed an original and all of which taken together constitute but one and the same instrument. Counterparts may be transmitted by the parties to their counsel via facsimile or by electronic transmission, if convenient to do so, and such counterparts shall be deemed originals, for all purposes.
56. It is acknowledged and presumed that the substance and form of this Agreement have been fully reviewed by the Parties hereto and approved as to form by their respective counsel. It is further acknowledged and agreed that no presumption shall exist against either party hereto by virtue of this Agreement being considered to have been drafted by counsel for either party thereto.
57. **WIRE FRAUD WARNING.** Wire fraud is on the increase. Be suspicious of all requests to wire money, even a request appearing to come from your own attorney or real estate agent. Before sending a wire, ALWAYS verify the correct wiring instructions with the actual intended recipient using contact information known by you to be correct or independently verified. Phone verification is best. DO NOT simply reply to or trust the contact information in an email that tells you to send a wire. Wiring instructions seldom if ever change during a transaction, so be highly suspicious of any changes to wiring instructions previously verified. The lawyers, law firms, real estate agents and real estate brokerage companies in this transaction are not responsible for any wire sent by you based on fraudulent, falsified or altered wiring instructions.

BUYERS:

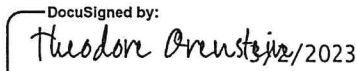

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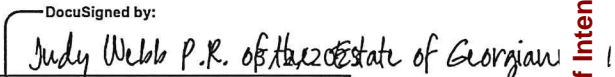
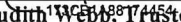
Carrie Gomes Maciel

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Rogerio Efigenio Deoliveira

SELLER:

DocuSigned by:
/2023
By:  Theodore Orenstein, Trustee and
Personal Representative as Aforesaid

DocuSigned by:
 of the Estate of Georgian
By:  Judith Webb, Trustee and Personal
Representative as Aforesaid

BUYER'S RIDER

SELLER: Theodore Orenstein and Judith Webb, Trustees of the David Aronson 2003 Revocable Trust
u/d/t dated September 11, 2003 and Theodore Orenstein and Judith Webb, as Personal
Representatives of the Estate of Georgianna Aronson.

BUYER: Carrie Gomes Maciel and Rogerio Efigenio Deoliveira

PREMISES: 3.77 acre parcel of land in the Town of Sudbury, "Plan of Land of 137 Brimstone Lane in
Sudbury, MA"


BUYER and SELLER agree to the following terms in addition to those set forth in the printed portion of this Purchase and Sale Agreement ("Agreement"). In the event of any conflict between this Addendum and the printed portion of this Agreement, the provisions of this Addendum shall control.

1. SELLER's REPRESENTATIONS: SELLER represents to the best of SELLER's knowledge, without having made any inquiry as follows:
 - a. To the best of SELLER's knowledge and belief, there are no agreements or contracts affecting any of the Premises or any use of the Premises that would not be terminable by will by BUYER without penalty from and after the closing, except for those disclosed by SELLER or recorded at the Registry of Deeds;
 - b. No work has been done on the Premises which could give rise to any liens under Massachusetts General Laws, Chapter 254, and no contracts are outstanding or in effect with respect to the doing of any such work;
 - c. The Premises is vacant land which is not yet serviced by municipal water and private septic.
 - d. At the closing, there shall be no outstanding contracts made by SELLER for construction or repair of the Premises that not have been fully paid for.
2. EQUITY OR REVOLVING CREDIT MORTGAGE: SELLER agrees to freeze any equity or revolving credit mortgage lines prior to the issuance of the lender's payoff statement by following such written instructions as are required by each of SELLER's credit or revolving equity lenders, and each payoff statement shall contain or include written confirmation that the equity or revolving credit line has been closed.
3. SELLER DELIVERABLES: SELLER agrees to deliver the following to the Closing Attorney within a reasonable amount of time prior to Closing:
 - a. Proposed deed;
 - b. Payoff statement from the current lender or servicer for each outstanding mortgage, and the current holder of each outstanding lien; or, if required by the Closing Attorney, a copy of each current mortgage or lien statement together with written authority for the closing attorney to request the payoff statement(s);
 - c. Listing agent's commission statement, if applicable;
 - d. Seller attorney fee, if applicable;
 - e. SELLER's social security number(s) or tax ID number(s);
 - f. SELLER's forwarding address; and

Attachment 15.b: 137 Brimstone Lane - Lot 2 Notice of Intent to Sell 230313 (5793 : 157 Brimstone lane Lot 1 and 2 ROFR)

- g. SELLER's email(s) and phone number(s).
4. DEPOSITS: The deposits made hereunder shall be held in escrow, subject to the terms of this Agreement and shall be duly accounted for at the time for performance of this Agreement. The deposits may not be released from escrow without the assent of both BUYER and SELLER or pursuant to a court order specifying the disposition of the deposits, or upon the recording of the deed. The recording of the deed to the premises shall constitute such assent.
5. SELLER BANKRUPTCY: There is no pending bankruptcy or other proceeding which might adversely impact the SELLER's ability to perform under this Agreement. Should SELLER file bankruptcy during the pendency of this Agreement, the BUYER shall have the option of terminating this Agreement at which time the Escrow Agent is automatically authorized to refund all deposits made by BUYER, together with any and all interest earned, forthwith.
6. REPRESENTATION: The BUYER and SELLER acknowledge that they have been informed that BUYER's counsel, DeVito Law Offices, may be asked to provide legal services on behalf of the mortgage lender providing financing for the instant transaction in addition to representation of the BUYER, and that both BUYER and SELLER have no objection to, and consent to, the representation of BUYER and mortgage lender, by the aforementioned counsel. Furthermore, BUYER and SELLER authorize the release of the preliminary and fully executed ALTA Settlement Statement and/or SELLER'S CD to the real estate brokers and agents involved in this transaction and their respective offices. BUYER also acknowledges that, in the event, Buyer has engaged the services of DeVito Law Offices, to negotiate the Purchase and Sale Agreement, the scope of services rendered by DeVito Law Offices, on behalf of the Buyer and/or Buyer's Lender does not include any verification of zoning or suitability of the subject Premises for the use stated herein, and/or any inquiries/review with the Town/City as to required permits for the said Premises or if applicable, review of condominium documents beyond compliance with Massachusetts General Laws Chapter 183A. The provisions of this paragraph shall survive the recording of the deed or lawful termination of this Agreement.
7. COVENANTS: Prior to closing SELLER hereby agrees to provide the office of lender's counsel with a full or partial release, discharge, or certificate of compliance, in recordable form, for any applicable lot specific orders of conditions.
8. In the event that any deadline or date for performance or providing notice contained here (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 following business day.
9. By signing below, Buyer hereby represents, warrants, and agrees that Buyer understands that the role of their attorney as named in this Agreement is merely to negotiate this Agreement on their behalf, and shall NOT include research or due diligence related to building code, permits, zoning laws, land use, federal or state income tax ramifications, estate planning or divorce related matters, or review of condominium documents beyond compliance with Massachusetts General Laws Chapter 183A. The provisions of this paragraph shall survive the recording of the deed or lawful termination of this Agreement.

DocuSigned by:
Theodore Ornstein 3/2/2023
SELLER: 07DED768A0304FE...


BUYER: dotloop verified
03/01/23 1:03 PM EST
WPA7-XLIT-USSW-7JJ5

DocuSigned by:

173CB1A88174454...
SELLER: _____
dotloop verified
03/01/23 1:04 PM EST
MPAK-IEP5-7PV1-UPNQ
BUYER: _____

WIRE FRAUD RIDER

Incidents of wire fraud in residential real estate transactions are on the rise. Criminal hackers target buyers, sellers, real estate agents, loan officers, mortgage bankers and attorneys involved in real estate transactions. They have become extraordinary sophisticated and well versed in real estate transactions. **You must treat every communication that is instructing you to wire or transmit funds as suspect.** We at DeVito Law Offices are committed to help protect parties in these transactions from falling victim to wire fraud scams.

Fraudulent e-mails contain false wire instructions and direct people to wire closing funds to bank accounts that are actually owned by hackers. These emails may appear to be genuine and contain the senders' company e-mail information, the email will look like it came from a trusted sender and many times it can contain a signature or attributes that resemble a trusted sender. They may also reference personal information or details about the transaction and mimic the tone of past emails. Fraudulent email addresses typically appear to be from someone you are working with or a business involved with the transaction.

You must treat every communication that is instructing you to wire or transmit funds as suspect.

DeVito Law Offices will NEVER send you wire instructions via email.

Before wiring funds, call your DeVito Law Offices Attorney to verify the wire instructions verbally.

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.

If you receive emailed instructions please call our office immediately. **DeVito Law Offices will NEVER send you wire instructions via email.**

Your attorney, and only your attorney, will provide you wire instructions via a secure method (either by in-person hand delivery or over the phone using a verified phone number). Do not accept instructions from any other individual purporting to be an employee of DeVito Law Offices


Be very suspect of beneficiary accounts for wires; the account name should match the intended recipient and be very suspect of wires going to unrecognized names and out of state bank branches

Our office will always use a secure method to verify wire instructions for sale proceeds. If you are a seller, you must hand-deliver the instructions at closing or send our original Wire Form via overnight mail. We will NOT accept wire instructions by any other method.

Do not hesitate to call us 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 and warnings:


BUYER: _____ date _____
dotloop verified
03/01/23 1:03 PM EST
7OWP-CV6O-NH53-Q00V
SELLER: _____
0F478F66A0304FE...
date _____
3/2/2023

DocuSigned by:

BUYER: _____ date _____
dotloop verified
03/01/23 1:04 PM EST
JKUH-QQGP-MQA9-ZFDV
SELLER: _____
173CB1A88174454...
date _____
Judy Webb P.R. of the Estate of Georgianna Bronson

Attachment 15.b: 137 Brimstone Lane - Lot 2 Notice of Intent to Sell 230313 (5793 : 157 Brimstone lane Lot 1 and 2 ROFR)



SUDBURY SELECT BOARD

Tuesday, March 21, 2023

CONSENT CALENDAR ITEM**16: Vote to accept COLA increase for retirees****REQUESTOR SECTION**

Date of request:

Requested by: Patty Golden

Formal Title: Vote to accept Chapter 269 of the Acts of 2022, allowing a one-time increase to the Cost of Living Adjustment (COLA) increase for retirees in FY23, from 3% to 5% of the System's \$16,000 COLA base, as requested by Middlesex County Retirement Board.

Recommendations/Suggested Motion/Vote: Vote to accept Chapter 269 of the Acts of 2022, allowing a one-time increase to the Cost of Living Adjustment (COLA) increase for retirees in FY23, from 3% to 5% of the System's \$16,000 COLA base, as requested by Middlesex County Retirement Board.

Background Information:

See attached letter and documents from Middlesex County Retirement Board

Financial impact expected:

Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

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

03/21/2023 7:00 PM



Commonwealth of Massachusetts
MIDDLESEX COUNTY RETIREMENT SYSTEM
 25 LINNELL CIRCLE • P.O. BOX 160 • BILLERICA, MA 01865
 WWW.MIDDLESEXRETIREMENT.ORG

Over 100 Years of Public Service

CHAIRMAN
 THOMAS F. GIBSON, ESQ.

BRIAN P. CURTIN

JOSEPH W. KEARNS

JOHN BROWN

ROBERT W. HEALY

Chief Administrative Officer
 LISA MALONEY, ESQ.

DATE: February 13, 2023
 TO: Select Boards
 FROM: Thomas Gibson, Chair
 Middlesex County Retirement Board
 RE: Approval of One-Time COLA Adjustment for Retirees

The Middlesex County Retirement Board is respectfully requesting the Select Boards of municipalities within the Middlesex County Retirement System to accept Chapter 269 of the Acts of 2022 ("the Act"), a local option which allows a one-time increase to the Cost of Living Adjustment (COLA) granted to retirees in FY 2023, from 3% to 5% of the System's \$16,000 COLA base.

Acceptance of the Act is conditioned upon approval by the Middlesex County Retirement Board **and** by two-thirds of the System's Select Boards prior to June 30, 2023. The Middlesex County Retirement Board voted to accept the Act on December 14, 2022.

As of January 1, 2022, the date of the System's last valuation, there were 6,284 retired members and beneficiaries of the System, receiving an average gross monthly retirement allowance of \$2,445.00, or \$29,340 annually. If approved, the one-time increase of 2% to the COLA percentage for FY 2023 would result in an additional annual COLA payment of \$320 for retirees and beneficiaries whose pensions exceed \$16,000 (from the previously granted \$480/year to \$800/year). The approximately 2,500 retirees and beneficiaries receiving less than \$16,000 annually

TEL: 800-258-3805 • 978-439-3000 • FAX: 978-439-3050
 EMAIL: MRS@MIDDLESEXRETIREMENT.ORG

would receive proportionately less. Weighing heavily in the Board's acceptance of the Act was the CPI-W based COLA granted to Social Security recipients in 2022 (5.9%) and 2023 (8.7%).

The System's Actuary, The Segal Group, estimates that acceptance of the COLA adjustment will increase the System's July 1, 2022, unfunded liability by 1.0%. Various options to fund the COLA adjustment were discussed with Town Administrators/Managers at a special meeting of the Board held on January 23, 2023. On February 8, 2023, the Board voted to begin funding the COLA adjustment in FY 2026, should it be approved by two-thirds of the Select Boards.

To assist in the Select Boards' review, enclosed please find the Act, a memorandum from the Public Employee Retirement Administration Commission, the actuary's report setting forth the revised funding schedule, and a listing of the number of impacted retirees and beneficiaries by municipality.

The Board respectfully requests that Select Boards vote to accept Chapter 269 of the Acts of 2022 on or before June 30, 2023, and to timely notify the Middlesex County Retirement System of any action taken on this request by email to mrs@middlesexretirement.org.

Thank you for your consideration and attention to this important matter.

Thomas F. Gibson

Thomas F. Gibson, Chair
Middlesex County Retirement Board

Enc.

Chapter 269 of the Acts of 2022

PERAC Memorandum #29/2022

February 1, 2023 Segal Report of Cost of One-Time FY23 COLA Increase

Number of Retired Participants by Municipality

Chapter 269

AN ACT RELATIVE TO COST-OF-LIVING ADJUSTMENTS FOR RETIREES

Whereas, The deferred operation of this act would tend to defeat its purpose, which is to provide for increased cost-of-living adjustments for retirees, therefore it is hereby declared to be an emergency law, necessary for the immediate preservation of the public convenience.

Be it enacted by the Senate and House of Representatives in General Court assembled, and by the authority of the same, as follows:

SECTION 1. (a) (1) Notwithstanding section 103 of chapter 32 of the General Laws or any other general or special law to the contrary, the retirement board of any system that has accepted said section 103 may elect to establish a cost-of-living adjustment increase of not less than 3 per cent and not greater than 5 per cent on the base amount provided for in said section 103 for fiscal year 2023.

(2) The sum of the dollar amount of the cost-of-living increase on the base amount, together with the amount of retirement allowance, pension or annuity to which the cost-of-living increase is applied, shall become the fixed retirement allowance, pension or annuity for all future purposes, including the application of subsequent cost-of-living adjustments in future years.

(b) A retirement board may grant a cost-of-living increase of not less than 3 per cent and not greater than 5 per cent on the base amount for fiscal year 2023 at any time during the fiscal year.

(c) This section shall take effect for the members of a retirement system by a majority vote of the board of such system and upon local acceptance: (i) of the city council upon recommendation of the mayor in a city, (ii) of the city council upon recommendation of the city manager in a city having a Plan D or Plan E charter, (iii) of the chief executive officer, as defined in section 7 of chapter 4 of the General Laws, in a town, (iv) of the county commissioners in a county and (v) by vote of the governing board, commission or committee in a district or other political subdivision of the commonwealth. For any retirement system comprising more than 1 political subdivision of the commonwealth, this section shall be effective by a majority vote of the board of such system and upon the acceptance of two-thirds of cities and towns within the system by approval of: (i) the city council upon recommendation of the mayor in a city, (ii) the city council upon recommendation of the city manager in a city having a Plan D or Plan E charter, and (iii) the chief executive officer, as defined in section 7 of chapter 4 of the General Laws, in a town.

SECTION 2. This act shall take effect on July 1, 2022.

Approved, November 16, 2022.

PERAC

PERAC MEMO #29/2022

COMMONWEALTH OF MASSACHUSETTS | PUBLIC EMPLOYEE RETIREMENT ADMINISTRATION COMMISSION

PHILIP Y. BROWN, ESQ., *Chair*JOHN W. PARSONS, ESQ., *Executive Director*

Auditor SUZANNE M. BUMP | KATHLEEN M. FALLON | KATE FITZPATRICK | JAMES J. GUIDO | RICHARD MACKINNON, JR. | JENNIFER F. SULLIVAN, ESQ.

MEMORANDUM

TO: All Retirement Boards

FROM: John W. Parsons, Esq., Executive Director 

RE: 5% Local COLA option

DATE: November 18, 2022

On November 16, 2022, the Governor signed Chapter 269 of the Acts of 2022 into law. This act provides the local retirement systems with a local option to increase the Cost of Living Adjustment ("COLA") for Fiscal Year 2023 to up to 5 percent on the base amount specified pursuant to G.L. c. 32, § 103. The approval of the increase can occur at any time during the fiscal year and will take effect as of July 1, 2022.

The local approval mechanism is different than traditional COLA increases and COLA base increases. In order for a system to adopt a COLA increase pursuant to this act, **the retirement board must vote for the increased amount and then it must also receive local approval.**

For purposes of this act, local approval means:

- In a city, the mayor must recommend the increase to the city council and the council must vote in favor.
- In a city having a Plan D or Plan E charter, the city manager must recommend the increase to the city council and the council must vote in favor.
- In a town, the chief executive officer¹ - the select board in nearly all cases - must vote in favor to accept the increase rather than the town meeting as is the case for COLA base increases.
- In a district, or other political subdivision, the governing board, commission or committee must vote in favor to accept the COLA increase.

¹ As defined in G.L. c. 4, § 7, "chief executive officer", when used in connection with the operation of municipal governments shall include the mayor in a city and the select board in a town unless some other municipal office is designated to be the chief executive officer under the provisions of a local charter.



M E M O R A N D U M - Page Two

TO: All Retirement Boards
 FROM: John W. Parsons, Esq., Executive Director
 RE: 5% Local COLA option
 DATE: November 18, 2022

- In a regional system, two-thirds of the cities and towns within the system must approve the increase. This is done in the same fashion as stated above for municipalities: in a city, by the city council upon recommendation by the mayor or, in a city with a Plan D or Plan E charter, the city manager; or, in a town, by approval of the chief executive officer (likely the select board) as defined by G.L. c. 4, § 7.
- In a county, the county commissioners, who normally do not have a role in COLAs nor COLA base increases, must vote to accept **and** two-thirds of the cities and towns within the system must approve the increase in the same manner as stated above for regional systems.

Though many local systems are comprised of multiple units such as housing authorities and districts, the two-thirds language only applies to regional and county systems as the approval specified in the statute only refers to cities and towns as voting political subdivisions.

Section 2 of the act provides that a COLA increase pursuant to this act is retroactive to July 1, 2022. Any COLA increase, in addition to any COLA previously adopted for FY 23, will become part of the fixed amount of a retirees' retirement allowance in the same manner as all COLAs granted pursuant to section 103.

PERAC has already received questions about estimating the cost of the enhanced COLA. PERAC Actuary John Boorack has provided the following formula for a conservative full-cost estimate, not a one-year estimate, to assist boards in their planning:

$$(0.2) \times (\text{COLA base}) \times (\# \text{ of retirees/beneficiaries})$$

If you have any questions about this memo, please contact PERAC's General Counsel, Judith Corrigan, at (617) 591-8904 or at judith.a.corrigan@mass.gov.



116 Huntington Avenue
Suite 901
Boston, MA 02116-5744
segalco.com

February 1, 2023

Middlesex County Retirement Board
Middlesex County Retirement System
25 Linnell Circle
Billerica, MA 01865

Re: Cost of Increasing the July 1, 2022 COLA from 3% to 5% - Updated

Dear Board Members:

As requested, we have updated our December 12, 2022 estimate of the cost of increasing the July 1, 2022 Cost of Living Adjustment (COLA) from 3% to 5% with the current base of \$16,000 for the Middlesex County Retirement System to show an additional payment schedule. Note that this cost estimate is a one-time increase in the annual COLA percentage, which is projected to be 3% for 2023 and thereafter. In our December 12, 2022 letter we assumed the additional cost would first be reflected in the fiscal 2029 appropriation. In this letter, we are also showing the impact of paying the additional cost beginning with either the fiscal 2024 appropriation, the fiscal 2025 appropriation, or the fiscal 2026 appropriation. The estimates in this report are based on the January 1, 2022 Actuarial Valuation and Review of the Middlesex County Retirement System and do not reflect any experience gains or losses after that date.

Increasing the July 1, 2022 COLA from 3% to 5% increases the July 1, 2022 unfunded liability (UAL) by \$16,886,571, or 1.0%, from \$1,623,820,534 to \$1,640,707,105.

The funding schedule included in the January 1, 2022 actuarial valuation report fully funds the actuarial accrued liability of the Middlesex County Retirement System by fiscal 2036 with total payments increasing 6.5% per year from fiscal 2024 through fiscal 2028, with the amortization payment on the unfunded liability increasing 4% thereafter.

We have incorporated the additional cost of increasing the July 1, 2022 COLA to 5% into the funding schedule in four different ways:

- by keeping the current appropriations through fiscal 2028 and then extending the 6.5% annual increases an additional year to fiscal 2029, resulting in the additional cost being added to the fiscal 2029 through fiscal 2036 appropriations;
- by amortizing the additional liability in payments that increase 4% per year, which are added to the current appropriations for fiscal 2024 through fiscal 2036;
- by amortizing the additional liability in payments that increase 4% per year, which are added to the current appropriations for fiscal 2025 through fiscal 2036; and
- by amortizing the additional liability in payments that increase 4% per year, which are added to the current appropriations for fiscal 2026 through fiscal 2036.

Middlesex County Retirement Board
February 1, 2023
Page 2

The additional appropriations for each are shown in the following table.

Actuarially Determined Contribution – 5% COLA on July 1, 2022					
Fiscal Year Ended June 30,	Actuarially Determined Contribution – 3% COLA on July 1, 2022 (Current)	Increase in Actuarially Determined Contribution - Additional UAL Payments beginning in Fiscal 2029	Increase in Actuarially Determined Contribution - Additional UAL Payments beginning in Fiscal 2024	Increase in Actuarially Determined Contribution - Additional UAL Payments beginning in Fiscal 2025	Increase in Actuarially Determined Contribution - Additional UAL Payments beginning in Fiscal 2026
2023	\$156,350,175	\$0	\$0	\$0	\$0
2024	166,512,936	0	1,683,209	0	0
2025	177,336,277	0	1,750,537	1,926,703	0
2026	188,863,135	0	1,820,559	2,003,771	2,220,679
2027	201,139,239	0	1,893,381	2,083,922	2,309,507
2028	214,213,290	0	1,969,116	2,167,279	2,401,887
2029	224,656,628	3,480,526	2,047,881	2,253,970	2,497,962
2030	233,517,648	3,763,380	2,129,796	2,344,129	2,597,881
2031	242,728,122	3,913,914	2,214,988	2,437,894	2,701,796
2032	252,301,828	4,070,472	2,303,588	2,535,409	2,809,868
2033	262,253,102	4,233,290	2,395,731	2,636,826	2,922,263
2034	272,596,834	4,402,621	2,491,560	2,742,299	3,039,153
2035	283,348,504	4,578,727	2,591,223	2,851,991	3,160,719
2036	294,524,210	4,761,876	2,694,872	2,966,070	3,287,148

These cost estimates are based on the assumptions used in the most recent actuarial valuation of the Middlesex County Retirement System. To the extent there is adverse experience, employer contributions will increase and the cost related the increased COLA may be different than expected. For example, if members live longer than assumed under the current mortality table assumption, the cost of increasing the COLA will be higher than shown.

Please refer to our January 1, 2022 Actuarial Valuation and Review dated August 8, 2022 for the data, assumptions and plan of benefits underlying these calculations and for a discussion of the risks that may affect the System.

This report was prepared in accordance with generally accepted actuarial principles and practices at the request of the Board to assist in administering the Retirement System.

The measurements shown in this actuarial valuation may not be applicable for other purposes. Future actuarial measurements may differ significantly from the current measurements presented in this report due to such factors as the following: plan experience differing from that

Middlesex County Retirement Board
February 1, 2023
Page 3

anticipated by the economic or demographic assumptions; changes in economic or demographic assumptions; increases or decreases expected as part of the natural operation of the methodology used for these measurements (such as the end of an amortization period); and changes in plan provisions or applicable law.

Segal valuation results are based on proprietary actuarial modeling software. The actuarial valuation models generate a comprehensive set of liability and cost calculations that are presented to meet regulatory, legislative and client requirements. Deterministic cost projections are based on a proprietary forecasting model. Our Actuarial Technology and Systems unit, comprised of both actuaries and programmers, is responsible for the initial development and maintenance of these models. The models have a modular structure that allows for a high degree of accuracy, flexibility and user control. The client team programs the assumptions and the plan provisions, validates the models, and reviews test lives and results, under the supervision of the responsible actuary.

The actuarial calculations were directed under the supervision of Bridget P. Orr, ASA, MAAA, EA. She is a member of the American Academy of Actuaries and meets the Qualification Standards of the American Academy of Actuaries to render the actuarial opinion herein. To the best of her knowledge, the information supplied in this actuarial valuation is complete and accurate. The assumptions used in this actuarial valuation were selected by the Board based upon her analysis and recommendations. In her opinion, the assumptions are reasonable and take into account the experience of the Middlesex County Retirement System and reasonable expectations.

Please let us know if you have any questions or need any additional information.

Sincerely,


Kathleen A. Riley, FSA, MAAA, EA
Senior Vice President and Chief Actuary


Bridget P. Orr, ASA, FCA, MAAA, EA
Consulting Actuary

**Retired Participants as of Valuation Date January
1, 2022**

Unit	Retirees
Town of Acton	192
Town of Ashby	10
Town of Ashland	149
Town of Ayer	82
Town of Bedford	217
Town of Billerica	477
Town of Boxborough	47
Town of Burlington	396
Town of Carlisle	55
Town of Chelmsford	449
Town of Dracut	269
Town of Dunstable	10
Town of Groton	68
Town of Holliston	131
Town of Hopkinton	140
Town of Hudson	245
Town of Lincoln	119
Town of Littleton	128
Town of North Reading	195
Town of Pepperell	68
Town of Sherborn	53
Town of Shirley	45
Town of Stow	46
Town of Sudbury	231
Town of Tewksbury	335
Town of Townsend	33
Town of Tyngsborough	101
Town of Wayland	249
Town of Westford	284
Town of Weston	271
Town of Wilmington	299
Total Town Retirees:	5,394
Total MCRS Retirees:	6,284

**SUDBURY SELECT BOARD**

Tuesday, March 21, 2023

CONSENT CALENDAR ITEM**17: Proclamation Request - Womens History Month****REQUESTOR SECTION**

Date of request:

Requestor: Resident Manish Sharma

Formal Title: Vote to proclaim March as Women's History Month in Sudbury and sign a proclamation in that regard.

Recommendations/Suggested Motion/Vote: Vote to proclaim March as Women's History Month in Sudbury and sign a proclamation in that regard.

Background Information:

Attached proclamation request submitted by resident Manish Sharma

Financial impact expected:

Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

Select Board Office Pending

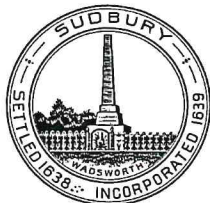
Town Manager's Office Pending

Town Counsel Pending

Select Board Pending

Select Board Pending

03/21/2023 7:00 PM



TOWN OF SUDBURY

Office of Select Board

www.sudbury.ma.us

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

Email: SBAdmin@sudbury.ma.us

PROCLAMATION REQUEST

Proclamations may be made on behalf of the Town of Sudbury by majority vote of the Select Board in accordance with the following guidelines (Click [here](#) to view [Citations & Proclamations Policy](#)).

Proclamations are ceremonial documents signed by the Select Board and issued for:
Public awareness, Charitable fundraising campaigns, Arts and cultural celebrations or Special honors

Proclamations will not be issued for:

Matters of political controversy, ideological or religious beliefs, or individual conviction; Events or organizations with no direct relationship to the Town of Sudbury

The Select Board reserves the right to modify or deny any proclamation request. More than one cause can be proclaimed simultaneously. A person/organization does not have exclusive rights to the day, week or month of their proclamation. A citation is an alternative where proclamation criteria are not met. Request must be made by a Town of Sudbury resident to the Office of the Select Board.

Please complete the following form and return to the Select Board's Office to request a proclamation.

Name of contact person Manish Sharma
Contact Address 77 Colonial Road
Telephone Number(s) of contact 302-898-8773 (cell)
Email address mseatac@hotmail.com
Organization/Event Name

Background/Summary of Organization/Event

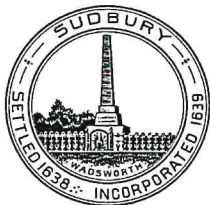
Proclamation date/duration:

Day 03/01/23-01/31/23 OR Week OR
Month March OR Event

Will the Proclamation be picked up or should it be mailed?

When is the Proclamation needed? (Please allow at least 45 days after request submittal)

Signature of Applicant Manish Sharma Date 03/03/23



TOWN OF SUDBURY

Office of Select Board

www.sudbury.ma.us

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

Proclamation

WHEREAS: [Statement 1]

March is Women's History Month.

WHEREAS: [Statement 2]

On 03/13/1913, Women demanded a right to vote.

WHEREAS: [Statement 3]

On 03/22/1972, the Equal Rights Amendment was passed

WHEREAS: [Statement 4]

in the Senate. A way to honor contributions women have made

WHEREAS: [Statement 5 - optional]

to Society throughout history. A time focused on educating

WHEREAS: [Statement 6 - optional]

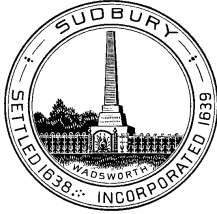
people around the world. VP Kamala Harris. Indira Gandhi.

NOW, THEREFORE, BE IT RESOLVED:

[Resolution Statement]

We, the people in 01776 will recognize Women's History as well.

Signed this [03rd]th day of [March] in the year two thousand and [2023].



TOWN OF SUDBURY

Office of Select Board
www.sudbury.ma.us

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

Email: selectboard@sudbury.ma.us

Proclamation

WHEREAS March is Women's History Month; and

WHEREAS On March 13, 1919, women demanded the right to vote; and

WHEREAS On March 22, 1972, the Equal Rights Amendment was passed in the Senate; and

WHEREAS A way to honor contributions women have made to society throughout history; and

WHEREAS A time focused on educating people around the world – VP Kamala Harris, Indira Gandhi.

NOW, THEREFORE, BE IT RESOLVED:

We the people in 01776 will recognize women's history as well.

Signed this 21st day of March in the year two thousand and twenty-three.

SELECT BOARD

Charles G. Russo, Chair

Janie W. Dretler, Vice-Chair

Daniel E. Carty

Jennifer S. Roberts

Lisa V. Kouchakdjian



SUDBURY SELECT BOARD

Tuesday, March 21, 2023

CONSENT CALENDAR ITEM**18: Proclamation Request - COVID-19 Victims Memorial Day****REQUESTOR SECTION**

Date of request:

Requestor: Resident Carrie Pollack

Formal Title: Vote to proclaim the first Monday in March as COVID-19 Victims and Survivors Memorial Day in Sudbury and sign a proclamation in that regard.

Recommendations/Suggested Motion/Vote: Vote to proclaim the first Monday in March as COVID-19 Victims and Survivors Memorial Day in Sudbury and sign a proclamation in that regard.

Background Information:

Attached proclamation request submitted by resident Carrie Pollack

Financial impact expected:

Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

Select Board Office Pending

Town Manager's Office Pending

Town Counsel Pending

Select Board Pending

Select Board Pending

03/21/2023 7:00 PM

Resolution No:

Submitted By: Carrie Pollack

COVID-19 Victims and Survivors Memorial Day Resolution

WHEREAS, the first Monday in March is an appropriate day to be designated as COVID-19 Victims and Survivors Memorial Day; and

WHEREAS, COVID-19 (SARS-CoV-2) is an illness caused by a virus that can transmit from person to person and has spread across the world, creating a global pandemic and having catastrophic effects on human life, our community, and our economy; and

WHEREAS, in March 2020, communities in every State began to experience increased loss of life and families lost parents, siblings, children, friends, neighbors from the virus; and

WHEREAS, Public health guidance and policies targeted at prevention, such as social distancing, wearing masks in public, and staying home help mitigate the spread of COVID-19, prevented illness and lessened the burden on individuals and society; and

WHEREAS, local, State, Tribal, and Federal Government entities, and public servants took swift action to protect the health of the general public and provided critical support to businesses, communities, and the people of the United States in need; and

WHEREAS, in response to rapid spread of COVID-19 its disruptions, essential workers stepped up to provide critical services to help protect our communities and save lives, sacrificing their own health and safety; and

WHEREAS, COVID-19 has had a disproportionate impact on low-income communities and communities of color, rural and tribal communities, people with disabilities, people with weakened immune systems, unhoused individuals, and those living in congregate settings such as long-term care facilities and prisons—exacerbating systemic inequities and social determinants of health; and

WHEREAS, COVID-19 has had a devastating impact on the Native American community, with Native Americans losing over 6 years life expectancy, and has caused the incalculable loss of elders who carried with them the communities' cultures, languages, traditions; and

WHEREAS, COVID-19 has harmed the health and wellbeing of Veterans, especially those struggling with Post Traumatic Stress Disorder, because of the increased social isolation and disrupted access to mental health services; and

WHEREAS, COVID-19 has harmed the health and wellbeing of children by delaying access to care and health services, disrupting schooling, undermining their sense of safety and security, increasing stress on caregivers, and by tragically robbing millions of children of a parent or caregiver; and

WHEREAS the symptoms and severity of COVID-19 can vary dramatically by individual and the long-term health implications for survivors is largely unknown, as many survivors suffer with post-acute sequelae SARS-CoV2 following infection (PASC); and

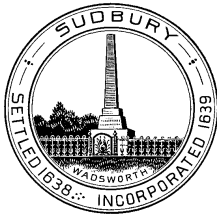
WHEREAS, more than 6.8 million people worldwide and 1.1 million in the United States have lost their lives due to COVID-19, and, in Massachusetts alone, more than 24,000 lives have been lost to this deadly virus; and

WHEREAS, each life lost to COVID-19 mattered and leaves a hole in the hearts of loved ones, family members, and surrounding community;

NOW, THEREFORE, BE IT RESOLVED that the Town of Sudbury recognizes the first Monday of each March as “COVID-19 Memorial Day”, in remembrance of those Marked By COVID, those who have lost their lives, and in honor of those who continue to suffer from the impacts of this virus,

BE IT FURTHER RESOLVED that the Town of Sudbury urges local residents to continue taking preventative measures as appropriate, to protect vulnerable members of the community and to mitigate spread of this virus, in tribute to essential workers and those who rose in service to protect the public.

Projected Cost: None



TOWN OF SUDBURY

Office of Select Board
www.sudbury.ma.us

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

Email: selectboard@sudbury.ma.us

Resolution

COVID-19 Victims and Survivors Memorial Day

WHEREAS, the first Monday in March is an appropriate day to be designated as COVID-19 Victims and Survivors Memorial Day; and

WHEREAS, COVID-19 (SARS-CoV-2) is an illness caused by a virus that can transmit from person to person and has spread across the world, creating a global pandemic and having catastrophic effects on human life, our community, and our economy; and

WHEREAS, in March 2020, communities in every State began to experience increased loss of life and families lost parents, siblings, children, friends, neighbors from the virus; and

WHEREAS, Public health guidance and policies targeted at prevention, such as social distancing, wearing masks in public, and staying home help mitigate the spread of COVID-19, prevented illness and lessened the burden on individuals and society; and

WHEREAS, local, State, Tribal, and Federal Government entities, and public servants took swift action to protect the health of the general public and provided critical support to businesses, communities, and the people of the United States in need; and

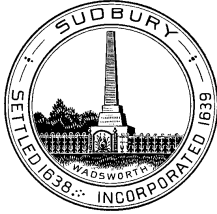
WHEREAS, in response to rapid spread of COVID-19 its disruptions, essential workers stepped up to provide critical services to help protect our communities and save lives, sacrificing their own health and safety; and

WHEREAS, COVID-19 has had a disproportionate impact on low-income communities and communities of color, rural and tribal communities, people with disabilities, people with weakened immune systems, unhoused individuals, and those living in congregate settings such as long-term care facilities and prisons—exacerbating systemic inequities and social determinants of health; and

WHEREAS, COVID-19 has had a devastating impact on the Native American community, with Native Americans losing over 6 years life expectancy, and has caused the incalculable loss of elders who carried with them the communities' cultures, languages, traditions; and

WHEREAS, COVID-19 has harmed the health and wellbeing of Veterans, especially those struggling with Post Traumatic Stress Disorder, because of the increased social isolation and disrupted access to mental health services; and

WHEREAS, COVID-19 has harmed the health and wellbeing of children by delaying access to care and health services, disrupting schooling, undermining their sense of safety and security, increasing stress on caregivers, and by tragically robbing millions of children of a parent or caregiver; and



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WHEREAS the symptoms and severity of COVID-19 can vary dramatically by individual and the long-term health implications for survivors is largely unknown, as many survivors suffer with post-acute sequelae SARS-CoV2 following infection (PASC); and

WHEREAS, more than 6.8 million people worldwide and 1.1 million in the United States have lost their lives due to COVID-19, and, in Massachusetts alone, more than 24,000 lives have been lost to this deadly virus; and

WHEREAS, each life lost to COVID-19 mattered and leaves a hole in the hearts of loved ones, family members, and surrounding community.

NOW, THEREFORE, BE IT RESOLVED that the Town of Sudbury recognizes the first Monday of each March as “COVID-19 Memorial Day”, in remembrance of those Marked By COVID, those who have lost their lives, and in honor of those who continue to suffer from the impacts of this virus,

BE IT FURTHER RESOLVED that the Town of Sudbury urges local residents to continue taking preventative measures as appropriate, to protect vulnerable members of the community and to mitigate spread of this virus, in tribute to essential workers and those who rose in service to protect the public.

Signed this 21st day of March in the year two thousand and twenty-three.

SELECT BOARD

Charles G. Russo, Chair

Janie W. Dretler, Vice-Chair

Daniel E. Carty

Jennifer Roberts

Lisa V. Kouchakdjian

**SUDBURY SELECT BOARD**

Tuesday, March 21, 2023

CONSENT CALENDAR ITEM**19: Accept Donation to Senior Center from Sudbury Foundation****REQUESTOR SECTION**

Date of request:

Requestor: Debra Galloway

Formal Title: Accept a \$100 donation to the Senior Center Donation Account from the Sudbury Foundation, in memory of Sandra Wilensky, Watercolor Instructor, which will be used to subsidize cost of Watercolors classes for students with financial constraints, as requested by Debra Galloway.

Recommendations/Suggested Motion/Vote: Accept a \$100 donation to the Senior Center Donation Account from the Sudbury Foundation, in memory of Sandra Wilensky, Watercolor Instructor, which will be used to subsidize cost of Watercolors classes for students with financial constraints, as requested by Debra Galloway.

Background Information:

Financial impact expected:

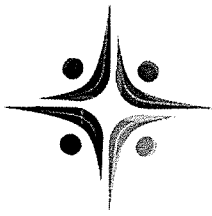
Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

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

03/21/2023 7:00 PM




Sudbury Senior Center
Council on Aging
Town of Sudbury, Massachusetts

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

March 16, 2023

TO: Sudbury Select Board

CC: Town Manager Andrew Sheehan

FROM: Debra Galloway, Director, Sudbury Senior Center 

RE: Donation to the Sudbury Senior Center

The Sudbury Senior Center requests the Sudbury Select Board accept a generous donation from the Sudbury Foundation in the amount of \$100.00 to the Town of Sudbury/Sudbury Senior Center, in memory of Sandra Wilensky, Watercolor Instructor; such funds to be used to subsidize the cost of Watercolors classes for those students with financial constraints.

Thank you.



SUDBURY SELECT BOARD

Tuesday, March 21, 2023

CONSENT CALENDAR ITEM**20: Accept \$50 Donation to Senior Center****REQUESTOR SECTION**

Date of request:

Requestor: Deb Galloway

Formal Title: Accept a \$50 donation to the Senior Center Donation Account from Frank Chiodo and Judith Aufderhaar in memory of resident Pat Duarte, which will be used to support older adult programming, as requested by Debra Galloway.

Recommendations/Suggested Motion/Vote: Accept a \$50 donation to the Senior Center Donation Account from Frank Chiodo and Judith Aufderhaar, in memory of resident Pat Duarte, which will be used to support older adult programming, as requested by Debra Galloway.

Background Information:

Financial impact expected:

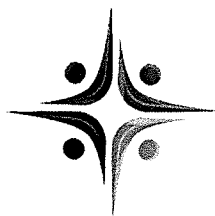
Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

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

03/21/2023 7:00 PM




Sudbury Senior Center
Council on Aging
Town of Sudbury, Massachusetts

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Phone: 978-443-3055 • Fax: 978-443-6009 • E-mail: senior@sudbury.ma.us

March 15, 2023

TO: Sudbury Select Board

CC: Town Manager Andrew Sheehan

FROM: Debra Galloway, Director, Sudbury Senior Center 

RE: Donations to Sudbury Senior Center in Memory of Pat Duarte

The Sudbury Senior Center requests the Sudbury Select Board accept a generous donation from the Frank Chiodo and Judith Aufderhaar in memory of Sudbury resident Pat Duarte in the amount of \$50.00 to the Sudbury Senior Center Donation Account to be used to support older adult programming.

Thank you.

Attachment 20.a: Memo to SB donation in Memory of Pat Duarte 3 15 23 (5794 : Accept \$50 Donation to Senior Center)