



# Town of Sudbury

## Housing Trust

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

HousingTrust@sudbury.ma.us

www.sudbury.ma.us/housingtrust

### **REVISED AGENDA**

#### **Thursday, August 11, 2022**

#### **8:00 AM**

#### **Virtual Meeting**

Pursuant to Chapter 107 of the Acts of 2022, this meeting will be conducted via remote means. Members of the public who wish to access the meeting may do so in the following manner:

Please click the link below to join the virtual Housing Trust Meeting:

<https://us02web.zoom.us/j/85164326118>

For audio only, call the number below and enter the Meeting ID on your phone keypad:

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

Meeting ID: 851 6432 6118

No in-person attendance of members of the public will be permitted and public participation in any public hearing conducted during this meeting shall be by remote means only.

Welcome and Announcements

#### Board Operations

1. Minutes: Approve Meeting Minutes of June 23, 2022, if presented
2. Financial Update:
  - Vote to Ratify FY22 June Transactions
  - Review FY22 CPA Funding, CP-3 Form
  - Discuss FY23 CPA Funding
  - Revise Approved FY23 Budget, if desired
3. Update on Community Preservation Coordinator Position

#### Housing Trust Initiatives

1. Home Preservation Update – 4 Longfellow, 490 Dutton Road
2. 67-73 Nobscot Road – Site Feasibility Analysis Update
3. Mortgage Assistance Program (State Funded)
4. Local American Rescue Plan Act (ARPA) Awards. Define Programs:
  - COVID Small Grant Program (\$75,000)
  - Mortgage Assistance Program (\$75,000)
  - Tenant Rental Assistance Program (\$125,000)

#### Public Comment

#### Other or New Business

1. Chapter 61B Right of First Refusal – 137 Brimstone Lane (Assessor's Map L04-0006)

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

**Sudbury Housing Trust  
FY22 Transactions**

Date	Post MO	Amount	Balance	Account	Description	Payer/Payee
7/1/21	Jul-21	\$129,310.94	\$129,310.94		Carryover 129,310.94	
8/1/20	Jul-21	\$0.00	\$474,025.60		Balance to \$474,025.60	
9/1/20	Aug-21	\$0.00	\$482,618.40		Balance to \$482,618.40	
10/1/21	Sep-21	\$0.00	\$478,966.40		Balance to \$478,966.40	
11/1/21	Oct-21	\$0.00	\$476,879.68		Balance to 476,879.68	
12/1/21	Nov-21	\$0.00	\$470,494.31		Balance to 470,494.31	
1/1/22	Dec-21	\$0.00	\$465,463.78		Balance to 465,463.78	
2/1/22	Jan-22	\$0.00	\$479,861.17		Balance to 479,861.17	
3/1/22	Feb-22	\$0.00	\$424,893.21	\$0.00	Balance to \$424,893.21	
4/1/22	Mar-22	\$0.00	\$401,505.76		Balance to \$401,505.75	
5/1/22	Apr-22	\$0.00	\$373,870.28		Balance to \$373,870.27	
6/1/22	May-22	\$0.00	\$338,248.17		Balance to \$338,248.16	
6/2/22	Jun-22	(\$89.87)	\$338,158.30	Salary	Payroll	Town
6/16/22	Jun-22	(\$89.87)	\$338,068.43	Salary	Payroll	Town
6/30/22	Jun-22	(\$89.87)	\$337,978.56	Salary	Payroll	Town
6/30/22	Jun-22	\$203.33	\$338,181.89	Interest	Interest June	Town of Sudbury
6/30/22	Jun-22	(\$276.00)	\$337,905.89	Interest	Interest June	Town of Sudbury
6/1/22	Jun-22	\$1,600.00	\$339,505.89	Fee	Corey St Recert	10 Corey St
6/8/22	Jun-22	\$1,000.00	\$340,505.89	Fee	Wellington Woods	Atty Sivani Shah
6/22/22	Jun-22	\$750.00	\$341,255.89	Fee	HOME Admin	City of Newton
6/27/22	Jun-22	\$1,000.00	\$342,255.89	Fee	Wellington Woods	Atty Sivani Shah
6/30/22	Jun-22	(\$35,156.88)	\$307,099.01	Expense	SRRP - June rent	Various
6/2/22	Jun-22	(\$200.00)	\$306,899.01	Expense	Lottery Expense	Sampan News
6/9/22	Jun-22	(\$280.00)	\$306,619.01	Expense	Lottery Expense	Bay State Banner
6/16/22	Jun-22	(\$796.83)	\$305,822.18	Expense	Sudbury MAP	St Mary's CU
6/30/22	Jun-22	(\$796.83)	\$305,025.35	Expense	Sudbury MAP	St Mary's CU
7/1/22	Jun-22	\$0.00	\$305,025.35		Balance to \$305,025.34	

**Sudbury Housing Trust  
Financial Projection - Detail**

Description	Line#	FY20	FY21	FY22	FY23			Total
		Actual	Actual	Actual	Actual	Remaining	Projected	
Housing Unit Creation								
Cumulative #units created	1	14	14					
Cumulative per unit subsidy of created units	2	\$181,812	\$181,812					
Annual #Trust Created Units	3	0	0					
Annual \$Trust Created Units	4	\$0	\$0					
Total subsidy of created units	5	\$2,545,366	\$2,545,366					
#Trust Assisted Units	6	126	126					
\$Trust Assisted Units	7	\$650,000	\$650,000					
Cumulative per unit subsidy of assisted units	8	\$5,158.73	\$5,159					
Detailed Statement of Revenues and Expenditures								
Carry Forward	10	\$222,566	\$155,241	\$129,310.94	\$0	\$305,025	\$305,025	
Fees - 712543/430000	20	\$70,332	\$89,115	\$58,972	\$0	\$99,200	\$99,200	\$99,200
Resales	21	\$5,382	\$10,675	\$750	\$0	\$5,000	\$5,000	\$25,949
External Contracts (sum of below)	22	\$64,950	\$78,440	\$58,222	\$0	\$94,200	\$94,200	\$900,832
<i>Bedford Woods/Concord Millrun</i>	23		\$4,000	\$9,400	\$0	\$17,800	\$17,800	\$31,200
<i>Harvard - Pine Hill Village</i>	24	\$4,200	\$5,000	\$2,500	\$0	\$12,500	\$12,500	\$24,200
<i>Natick Graystone Lane</i>	25			\$1,000	\$0	\$5,500	\$5,500	\$6,500
<i>Medford Wellington Woods</i>	26	\$1,000	\$9,000	\$5,000	\$0	\$19,000	\$19,000	\$35,000
<i>Holliston - Village Green</i>	27			\$1,000	\$0	\$11,000	\$11,000	\$13,000
<i>Rental Recertification: Messenger, Corey St</i>	28	\$3,750	\$3,650	\$3,350	\$0	\$3,400	\$3,400	\$36,150
<i>Monitoring - MassHousing, Cold Brook</i>	29		\$20,790	\$24,212	\$0	\$25,000	\$25,000	\$70,002
<i>Completed</i>		\$56,000	\$29,500	\$11,760	\$0	\$0	\$0	\$678,280
CPA/Financing - 712549/497000	30	\$0	\$0.00	\$404,903	\$0	\$350,000	\$350,000	\$350,000
SHA Nobscot (CPA?)	31	\$0.00	\$0.00	\$16,403	\$0	\$0	\$0	\$20,300
State ARPA - Mortgage Assistance	32				\$0	\$75,000	\$75,000	\$75,000
Sudbury ARPA - Mortgage Assistance					\$0	\$75,000	\$75,000	\$75,000
Sudbury ARPA - COVID Small Grant					\$0	\$75,000	\$75,000	\$75,000
Sudbury ARPA - Rental Assistance	33				\$0	\$125,000	\$125,000	\$125,000
CPA	34	\$0	\$0	\$388,500	\$0	\$0	\$0	\$3,148,996
Interest - 712548/482000, 712548/489000	41	\$16,311	\$638	\$409	\$0	\$500	\$500	\$500
Expenditures - 712557/522100	50	-\$153,032.88	-\$113,434	-\$286,197	\$0	-\$684,228	-\$684,228	-\$668,634
RHSO/Contract Assistance	54	-\$42,416	-\$44,525	-\$44,889	\$0	-\$41,000	-\$41,000	-\$260,685
Programs - sum of below	56	-\$97,326	-\$57,704	-\$232,992	\$0	-\$629,228	-\$629,228	-\$3,538,001
<i>Remaining CPA</i>	560	\$0	\$0		\$0	-\$168,689	-\$168,689	-\$168,689
<i>Nobscot Feasibility (CPA?)</i>	561	\$0	-\$3,528	-\$29,278	\$0	-\$18,600	-\$18,600	-\$51,406
<i>Small Grant Program</i>	562	-\$16,900	-\$4,286	-\$22,404	\$0	-\$25,000	-\$25,000	-\$237,530
<i>Sudbury ARPA - COVID Small Grant</i>	563				\$0	-\$75,000	-\$75,000	-\$75,000
<i>Home Preservation Grants/HFH</i>	564	-\$30,426	-\$8,690	-\$17,950	\$0	-\$40,000	-\$40,000	-\$103,753
<i>Rental Assistance - ERAP (Trust funded)</i>	565		-\$41,200	\$0	\$0	\$0	\$0	-\$41,200
<i>Rental Assistance - SRRP (CPA funded)</i>	566			-\$161,766	\$0	-\$26,939	-\$26,939	-\$188,705
<i>Sudbury ARPA - Rental Assistance</i>	567				\$0	-\$125,000	-\$125,000	-\$125,000
<i>State ARPA - Mortgage Assistance</i>	568			-\$1,594	\$0	-\$75,000	-\$75,000	-\$76,594
<i>Sudbury ARPA - Mortgage Assistance</i>	569				\$0	-\$75,000	-\$75,000	-\$75,000
<i>H4H,Dutton Road</i>	570	\$0	\$0					-\$48,249
<i>Grants: Coolidge/SHA</i>	571	-\$50,000	\$0					-\$450,000
<i>Home Preservation Program</i>	572							-\$1,028,094
<i>Maynard Rd</i>	573	\$0	\$0					-\$868,780
Lottery Expense (sum of below)	58	-\$13,291	-\$11,205	-\$8,316	\$0	-\$14,000	-\$14,000	-\$229,331
<i>Advertising/Insurance</i>	581	-\$13,291	-\$11,205	-\$8,316	\$0	-\$14,000	-\$14,000	-\$168,402
Trust portion of Salaries - 712551/511100	60	-\$934.79	-\$2,249	-\$2,372	\$0	-\$52,500	-\$52,500	-\$219,130
Ending Balance	70	\$155,241.43	\$129,310.94	\$305,025.35	\$0.00	\$17,998	\$17,998	

TOWN OF SUDBURY  
COMMUNITY PRESERVATION COMMITTEE  
GRANT AGREEMENT

PROJECT NAME: Allocation to Sudbury Housing Trust

GRANT RECIPIENT: Sudbury Housing Trust

PROJECT DESCRIPTION: For the acquisition, creation, preservation, and support of community housing and for the rehabilitation or restoration of community housing which has been acquired or created pursuant to the Community Preservation Act

PROJECT LOCATION: Not Applicable

DATE OF TOWN MEETING & WARRANT ARTICLE NUMBER: ATM2021/

PROJECT SPONSOR(S) (IF DIFFERENT FROM RECIPIENT): Not applicable

***This Grant Agreement*** made this 22<sup>nd</sup> day of May, 2021 by and between the ***Town of Sudbury***, a municipal corporation duly organized under the laws of Massachusetts and having a usual place of business at 278 Old Sudbury Road, Sudbury, MA 01776 (hereinafter referred to as the (“Town”), acting by and through the Community Preservation Committee (hereinafter referred to as the “CPC”, and Sudbury Housing Trust (hereinafter referred to as the (“Recipient”), with an address of 278 Old Sudbury Road, Sudbury, MA 01776. The purpose of this Grant Agreement is to implement the following grant award:

***Witnesseth***

***Whereas***, the CPC invited the submission of proposals for grants of funds for purposes consistent with the Community Preservation Act, G.L. c. 44B (“CPA”); and

***Whereas***, in response thereto, the Recipient submitted an application for funding, dated October 8, 2020 for purposes described in the Project Submission Form (hereinafter referred to as the “Project”) (the Project Submission Form is attached as Exhibit A, and incorporated herein), and the CPC reviewed and approved the Project and recommended that the funding for the Project be approved at Town Meeting; and

***Whereas***, the Town Meeting thereafter appropriated \$388,500.00 as recommended by the CPC pursuant to Warrant Article No. 33 on May 22, 2021 and authorized the CPC and Town Manager to enter into a grant agreement with the Recipient for the purposes set forth in the Project, a copy of which vote is attached hereto as Exhibit B; and

***Now, Therefore***, the Town and the Recipient agree as follows:

- 1) Award. Subject to the terms of this Agreement, the Town agrees to award the Recipient the amount of three hundred eighty eight thousand five hundred dollars (\$388,500.00) for the Project.
- 2) Conditions. The award and release of the Grant Funds to Recipient is conditioned upon the following conditions:
  - a) Recipient agrees that any dwelling units acquired, preserved, supported, or created with the use of the Funds (the “Affordable Unit”), whether in part or in full, shall be used for community housing purposes as such term is defined in G.L. c. 44B, s. 2. With respect to any real property purchased using the Funds or housing created or preserved using the Funds, the Recipient shall execute or obtain a perpetual affordable housing restriction meeting the statutory requirements of G. L. c. 184 and G.L. c. 44B, s. 12, and running to the benefit of and acceptable to the Town of Sudbury. The affordable housing restriction and deed restrictions executed for each unit of housing created or preserved pursuant to this Grant shall be in a form acceptable to the Town and the Town shall be a holder with rights of enforcement thereof.
  - b) Notwithstanding Recipient’s bylaws, all funds expended pursuant to this Agreement shall be limited to the allowable spending purposes as defined in the CPA.

- c) The Funds shall not be used for maintenance.
  - d) Consistent with the provisions of Section 5(b)(2) of the CPA, under no circumstances shall the Funds be used to rehabilitate any housing, or if rehabilitation is permitted by the Town, shall not be used to rehabilitate existing community housing units unless said housing was acquired or created with CPA funds.
  - e) Consistent with the provisions of Section 5(b)(2) of the CPA, when creating community housing, Recipient shall, wherever possible, reuse existing buildings or construct new buildings on previously developed sites.
  - f) Consistent with the provisions of Section 6 of the CPA, the Funds shall not replace existing Town operating funds nor reimburse the Town for services provided to Recipient.
  - g) Until all the Funds have been expended, Recipient shall prepare brief written reports of project activity for the CPC annually as the CPC may determine, outlining progress and any problems encountered. Recipient must submit these reports in writing and may be requested to make verbal presentations at CPC meetings.
- 3) Project Liaison. The CPC may designate a CPC Project Liaison for the project being funded by this Grant Agreement. The Project Liaison may be either a municipal employee, member of the CPC or a consultant retained by the CPC for that purpose. The Recipient shall cooperate with the Project Liaison, including providing access to the project site at reasonable times and with reasonable notice. The Project Liaison shall serve as the agent of the CPC for monitoring project compliance with the terms of this Grant Agreement and shall periodically report to the CPC regarding the progress of the project funded by this Grant Agreement and the compliance of the Recipient with the terms of this Grant Agreement.
- 4) Records. The Recipient agrees to maintain such records with respect to utilization of the grant funds and income derived therefrom as are kept in the normal course of business for a period of six years from the date the funds are released to the Recipient and such additional records as may be required by the CPC. Said records shall be available for inspection by the CPC during the Recipient's normal business hours. The CPC shall be entitled to request copies of any record so kept provided said record does not contain proprietary information of the Recipient.
- 5) Compliance with Laws and Agreement. Recipient understands and agrees that projects funded through this Award are made pursuant to and must comply with the requirements of the CPA, M.G.L. c. 44B. Recipient also agrees to comply with all requirements of this Grant Agreement.
- 6) Permits and Licenses. It is the obligation of Recipient to obtain all permits and licenses necessary for implementation of the Project. No local permit or license is waived by the award of this Grant.

7) No Liability of Town. By making this award, the Town does not accept any liability whatsoever for any acts, omissions or errors associated with the Project. Nothing in this Grant Agreement shall be construed to render the Town or any elected or appointed official or employee of the Town, or their successors in office, personally liable for any obligation under this Grant Agreement. Recipient agrees to indemnify and defend the Town from all claims, suits or demands, and costs and expenses, including attorney's fees resulting from implementation of the Project.

8) Successors and Assigns. This Agreement is binding upon the parties hereto and their successors and permitted assignees. Recipient shall not assign, subcontract or otherwise transfer this Agreement or its rights hereunder, in whole or in part, without the prior written consent of the Town.

9) Default and Termination.

- a) If the CPC determines that the Recipient has failed to fulfill its obligations set forth under the terms of this Grant Agreement and so defaulted in said obligations, the CPC shall so notify the Recipient in writing, setting forth the nature and details of the default.
- b) Upon the Recipient's receipt of said notice of default, the Recipient shall immediately cease to incur any additional expenses in connection with the Project funded by this Grant Agreement.
- c) The CPC shall hold a public hearing within fourteen (14) days of the date of the Recipient's receipt of the notice of default to determine whether there has been an intentional, material and substantial violation of this Grant Agreement. The Recipient shall have the opportunity to present evidence and argument at said termination hearing prior to the CPC vote on whether to terminate the Grant Agreement. The burden of proof of the alleged default by a preponderance of the evidence will be on the CPC.
- d) At the close of the public hearing, the CPC shall issue a written decision setting forth its findings that form the basis of its decision. The CPC may:
  - i) vote to reinstate the Grant Agreement without any further condition; or
  - ii) vote to reinstate the Grant Agreement with additional conditions; or
  - iii) vote to terminate the Grant Agreement.
- e) The CPC shall notify the Recipient in writing of the CPC's decision relative to termination of the Grant Agreement.

10) Return of Funds.

- a) In the event this Grant Agreement is terminated pursuant to the provisions of Section 9 hereof, any funds granted to the recipient under this Grant Agreement and not yet expended shall be returned forthwith to the Town without further expenditure thereof.
- b) If this Grant Agreement is terminated as a result of negligent or intentional acts or omissions of the Recipient, the Recipient shall be liable to repay to the Town the entire amount of funding provided under this Agreement, and the Town shall take such steps as are necessary, including legal action, to recover said funds.
- c) In the event the Town is required to take legal action under this Grant Agreement, the Recipient shall be liable for all of the Town's costs expended for the enforcement of this Grant Agreement, including but not limited to reasonable attorneys' fees and court costs.

11) Notice. Any and all notices, or other communications required or permitted under this agreement, shall be in writing and delivered in hand or mailed by certified mail, return receipt requested or by other reputable delivery service to the parties hereto at the following addresses:

If to the Recipient:

Sudbury Housing Trust  
278 Old Sudbury Road  
Sudbury, MA 01776

If to the CPC:

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

With a copy to:

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

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

13) Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto and may be amended only in writing executed by both the Town of Sudbury and the



Recipient. Signatory below acknowledges and avers that he/she has the authority to execute this Agreement on behalf of the Recipient.

14) Governing Law. This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts and Grantee submits to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Agreement.

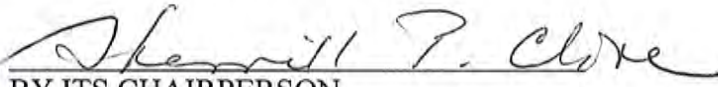
*In Witness Whereof* the parties have set their hands and seal on the date first written above.

SUDBURY HOUSING TRUST



BY ITS CHAIRPERSON

TOWN OF SUDBURY  
COMMUNITY PRESERVATION COMMITTEE



BY ITS CHAIRPERSON

TOWN OF SUDBURY



BY ITS TOWN MANAGER

TOWN OF SUDBURY CERTIFICATION OF AVAILABLE FUNDS



BY ITS FINANCE DIRECTOR

AS TO FORM ONLY



KP Law, P.C., TOWN COUNSEL

741742/SUDB/0001

**EXHIBIT A**  
**PROJECT SUBMISSION FORM**



# Town of Sudbury

## Community Preservation Committee

cpc@sudbury.ma.us

Flynn Building  
278 Old Sudbury Road  
Sudbury, MA 01776  
978-639-3387  
Fax: 978-639-3314  
www.sudbury.ma.us/cpc

### PROJECT SUBMISSION FORM

Applicant: Sudbury Housing Trust

Submission Date: October 8, 2020

Group or Committee Affiliation (if any): Sudbury Housing Trust

Applicant Address:

278 Old Sudbury Road  
Sudbury, MA 01776

Purpose (please select all that apply):

- Open Space & Recreation  
 Community Housing  
 Historic Resource

Applicant Email & Phone Number:

HousingTrust@sudbury.ma.us  
978-639-3387

Project Manager Email & Phone Number: Cynthia Howe, chowe@barkanco.com  
978-639-3387

Project Name: Sudbury Housing Trust - Housing Allocation

Project Description: See Attachment A.

#### Costs:

Fiscal Year	Total Project Cost	CPC Funds Requested	Other Funding Sources (Amount and Source)
2022	\$388,500	\$388,500	
2023			
2024			
2025			
2026			
<b>Total</b>			

How does this project meet the General Criteria and Category Specific Criteria for Community Preservation Committee projects (see attached)?

See Attachment B.

Does this project fall within the jurisdiction or interest of other Town Boards, Committees, Commissions, or Departments? If so, please list the boards, committees, commissions, or departments, whether applications and/or presentations have been made, and what input or recommendations have been given.

The Sudbury Housing Trust obtains Select Board approval for any real estate transaction (create new units).

For Community Preservation Committee Use:

Form Received On: \_\_\_\_\_

Project Presented to CPC On: \_\_\_\_\_

Reviewed By: \_\_\_\_\_

Determination: \_\_\_\_\_

**FY2022 Community Preservation Committee Application Form  
Sudbury Housing Trust – Housing Allocation  
Attachment A**

The Sudbury Housing Trust requests 15% of the CPA allocation, a 5% increase over the 10% housing requirement, to continue to fund the programs of the Trust for the creation of new affordable units of housing and continued support for residents impacted by COVID and struggling to pay their rent.

The Trust last requested CPA funds in 2018 for FY19, and has not created any new units since then, as the Trust relies on CPA funds for unit creation.

This request would create at least one unit of new affordable housing in the Trust Home Preservation Program which converts existing smaller market homes to affordable homes and provides affordable homeownership opportunities to income eligible households. The Trust is the main, if not the only, entity with plans to create affordable homeownership in Sudbury. Through its program, the Trust has seen tenants of the Sudbury Housing Authority become owners for their families, and owners of deed restricted properties in Sudbury purchase market rate home in town. These demonstrate first-hand the benefits of a homeownership program. Sudbury has had 37 ownership units in its affordable housing portfolio since 2016, with no additional homeownership units in the pipeline.

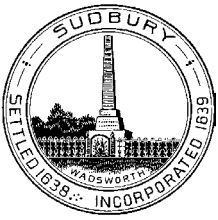
Additionally, the Trust aims to create a modest Sudbury Housing Trust Rental Assistance Program to serve lower and lowest income level households making the restricted units in town affordable to these households. The Trust has successfully implemented and administered an Emergency Rental Assistance Program and looks to expand the concept. This program would have the effect of deepening the affordability of a handful of units in Sudbury and would serve very low income households.

The 15% allocation, or estimated at \$388,500 using last year's figures, will allow the Trust to go forward on both fronts in FY22.

**FY2022 Community Preservation Committee Application Form  
Sudbury Housing Trust – Housing Allocation  
Attachment B**

The Sudbury Housing Trust Home Preservation Program correlates precisely to CPA eligible activities in the category of community housing. It conforms to the Town's Housing Production Plan, contributes long-term affordability towards the 10% 40B threshold, converts market rate to affordable units, and promotes a socioeconomic environment that encourages a diversity of income.

The Sudbury Housing Trust Rental Assistance Program meets the Community Housing criteria by conforming to the Town's Housing Production Plan, intermingling affordable and market rate housing at levels that exceed state requirements for percentage of affordable units, and promotes a socioeconomic environment that encourages a diversity of income.



# Town of Sudbury

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Fax: 978-443-0756

HousingTrust@sudbury.ma.us

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December 29, 2020

To: Sudbury Community Preservation Committee

From: Cynthia Howe, Chair Sudbury Housing Trust

RE: 2020 CPA request

The Sudbury Housing Trust requests CPC support for its request for 15% of CPA annual revenue, equating to approximately \$388,500, using 2019 revenue of \$2,259,000.

The Trust plans for two programs with these CPC funds, in alignment with its mission to provide for affordable housing in the Town of Sudbury for the benefit of low and moderate income households. The first program creates new units of affordable housing, and the second provides rental assistance for income eligible tenants hardest hit from the pandemic.

1. \$275,000: Create one unit of affordable housing through the Home Preservation program or otherwise create affordable housing unit/s.

For the Home Preservation Program, the average Trust subsidy for a unit of housing in was \$191,000, using past examples from the 8 homes in the program, the most recent from FY16. Given the home price increases in the last 5 years, this might be more realistically up to \$275,000.

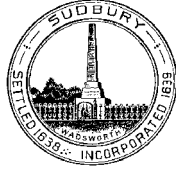
	<b>Example 3BR Home</b>	<b>7 homes on Zillow today</b>
Seller's Price	\$550,000	
Transaction Costs	\$22,130	
Total cost	\$572,130	
Buyer Price	\$300,000	
Trust Subsidy	\$272,130	

2. \$113,500: Assist low income households with rental assistance, for a total of approximately \$113,500. The Trust recognizes that the financial impact to COVID is not over, and will be felt for some time. This tail hits the lower income households the hardest.

Building on the Emergency Rental Assistance Program (ERAP), the Trust requests funding to extend its current efforts to provide assistance to low income household with rental assistance. The ERAP program is currently funded by the Trust from monies that were designed to create units of affordable housing, which the Trust repurposed in an effort to be responsive to the emergency pandemic needs. The ERAP program commits 4 months of rental assistance (\$350 for 1BR, \$500 2BR, \$800 3BR) for apartments with low income rents, and the tenant must demonstrate a loss of income due to COVID, under the AMI limit. The Trust is helping 7 tenants currently, with a total commitment of \$25,400.

With CPC funding, the Trust plans to continue and expand its emergency rental assistance efforts, to assist tenants with a recent loss of income.

**EXHIBIT B**  
**CERTIFICATION OF TOWN MEETING VOTE**



At a legal meeting of the qualified voters of the Town of Sudbury,  
held May 22, 2021 the following business was transacted under

**ARTICLE 33. COMMUNITY PRESERVATION FUND – HOUSING TRUST  
ALLOCATION**

MODERATOR DECLARED VOTED UNANIMOUSLY:

To appropriate a sum or sums of money not to exceed \$388,500 from the Community Housing category of Community Preservation Act Funds, funded from FY22 revenue, to the Housing Trust for the acquisition, creation, preservation, and support of community housing as allowed by the Community Preservation Act.

A true copy, Attest:

Beth R. Klein  
Town Clerk





**RP**

# **RYAN POTEAT**

**11 MAPLE AVENUE, SUDBURY, MA 01776**

**PHONE: 401-410-4036 EMAIL: RJMARSH82@GMAIL.COM**

## **EDUCATION**

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**MASTERS OF PROFESSIONAL  
ACCOUNTANCY & FINANCIAL  
PLANNING - MAY 2017  
RHODE ISLAND COLLEGE**

**BACHELOR OF SCIENCE  
ACCOUNTING - MAY 2009  
RHODE ISLAND COLLEGE**

## **SKILLS**

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Responsible, conscientious  
finance professional with  
extensive knowledge of  
accounting software and  
business process

Extensive knowledge of MS  
Office Suite, PeopleSoft,  
QuickBooks, CS Pro Suite, MS  
Dynamics GP

Comprehensive experience  
managing financial data,  
simplifying record keeping  
and increasing productivity

Professional working  
knowledge of business  
practice, budgeting and cost  
control

## **EXPERIENCE**

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**RECEIVING TELLER II • FRAMINGHAM STATE UNIVERSITY  
• JANUARY 2022 – MAY 2022**

- Process payments for tuition and fees
- Assist with liquidation of Perkins Loan Program
- Maintain financial records

**PRESIDENT OF SUPPORT STAFF • RHODE ISLAND COLLEGE  
• APRIL 2017 – JANUARY 2022**

- Oversee and represent a staff of over 100 employees across all college departments
- Head the Rhode Island College Executive Board
- Elected to the State Council Executive Board and Board of trustees at RI AFLCIO 2017 – Present
- Plan and coordinate professional development workshops
- Provide individual consultation on professional advancement
- Worked with a team of 30 to negotiate a \$7.6M contract which includes wages, benefits and healthcare for over 10,000 statewide employees

**ADMINISTRATIVE ASSISTANT TO THE OFFICE OF THE PRESIDENT;  
COORDINATOR OF GRADUATE STUDIES • RHODE ISLAND COLLEGE  
• AUGUST 2015 – APRIL 2017**

- Organized events for alumni, donors and Executive Officials
- Researched and benchmarked programs and certificates offered by competitive institutions for curriculum and program content, faculty qualifications and accreditation requirements

**ACCOUNTANT • RHODE ISLAND COLLEGE  
• MAY 2013 – JULY 2015**

- Responsible for performing complex, professional accounting work including such duties as: preparing general journal entries, adjusting closing and reversing entries; managing fiscal functions and mechanics, posting to accounts and subsidiary accounts, maintaining voucher registers and cash books of \$35M
- Managed Perkins Loan program and accounting for over 1,500 accounts and monthly cash flow of \$250K

## Elizabeth Rust

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**From:** Lara Plaskon <lara@rhsousing.org> on behalf of Lara Plaskon  
**Sent:** Thursday, August 4, 2022 12:16 PM  
**To:** Sabatino, Alyxandra (OCD)  
**Cc:** Jake Lowenberg; Elizabeth Rust; Hayashi, Rieko (OCD); DuchesneauA@sudbury.ma.us  
**Subject:** RE: Resale of 4 Longfellow Road in Sudbury  
**Attachments:** Longfellow Road - Inspection 01.2018.pdf

Hi Everyone,

I met with Jake and Daun yesterday, and they gave me a tour of their home. Before the process of selling the Lowenberg's home moves forward, there are several issues in the home that should be addressed. I should note that some of these issues were raised in the home inspection that was performed by the Sudbury Housing Trust (SHT) in January 2018. I'm going to list the issues I observed and what was in the report below, and I am also attaching the report.

Electrical Service Entry Cables - The cables that bring the electrical service into the house appear unsafe and were identified as in poor condition and an area of concern in the 2018 report. They were not repaired and remain unsafe, and the owners report flickering lights as a regular problem.

Home's Exterior - there are several issues with the home's exterior, some that I observed yesterday, and more that were described in detail in the inspection report

I observed a need for complete exterior painting – paint is peeling in many areas of the exterior. There were also areas where siding was missing altogether.

The inspection report identified the following exterior issues:

peeling paint, mildew stains, holes from woodpeckers and carpenter bees - a paint job was recommended.

Flashing was described as in poor condition and should be replaced.

Siding and trim of the house described as being in marginal condition.

Fascia, soffits were described as poor condition in need of carpentry repair and paint

Caulking and flashing were described as poor condition - caulking between joints was eroded or missing and leaves the house vulnerable to water infiltration - repairs were advised.

Driveway – not in good shape – cracked, buckling in areas; described as marginal in inspection

Front step – crumbling and a trip hazard

Windows – most windows were replaced when the owners first moved in and are in good condition; Inspection report identified that the windows in the living room have old wood casements and should be replaced within 5 years (it has now been 4 ½ years).

Main/Full bathroom – I observed mold growth around the edge of the bathtub. The owner reported that this is a recurring problem that he hasn't been able to solve. The bathroom is also very cramped – there is a large enclosure next to the bathtub that houses the drain pipe. The inspection report identified water leaks in the joints of this pipe and described that it needed repair.

Other Wiring/Electrical – the report identified some other electrical issues and recommended an assessment by an electrician.

Miscellaneous – the inspection report identified some other smaller issues, including replacement of kitchen and bathroom faucets, ceiling painting in the kitchen, issues with heating ducts, trimming of exterior shrubs, planting

Cosmetic suggestions – I would recommend replacement of carpeting and painting of walls and ceilings throughout the interior of the home.

Several updates/improvements have been made in the house – some that the owners completed themselves, and others that were funded by the SHT.

Replacement of boiler/heating system – this was funded by the SHT after the inspection identified it as dangerous

Removal of ~30 trees – this was funded by the SHT after inspection identified overhanging trees as presenting multiple safety issues

Installation of new water heater – owners installed a few years ago

Installation of vinyl flooring in kitchen, dining area, hallway – owners installed when they moved in, mostly in decent condition

Laminate flooring installed by the owners in one of the bedrooms last year

Half bathroom in the master bedroom completely re-done by the owners recently – tight space, but virtually brand new and looks great

Owners had overhead lighting installed in several rooms that previously had none

Owners raised part of the ceiling in the living room to open up the space

Yard – the home has a beautiful yard that the owners have been steadily improving over the years – attractive wood fencing installed for privacy, plantings, removal of large amount of construction debris that was present when owners moved in

I understand that the right of first refusal is on the agenda for the Sudbury Select Board this coming Tuesday. A plan for how to address the issues listed above should be part of any discussion regarding how to move forward.

Thanks, Lara

**Lara Plaskon**

Regional Housing Services Office

37 Knox Trail, Acton, MA 01720

978-287-1092; [lara@rhsousing.org](mailto:lara@rhsousing.org)

[www.rhsousing.org](http://www.rhsousing.org)

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**From:** Sabatino, Alyxandra (OCD) <[alyxandra.sabatino@state.ma.us](mailto:alyxandra.sabatino@state.ma.us)>

**Sent:** Wednesday, July 27, 2022 3:56 PM

**To:** [jakesideas@yahoo.com](mailto:jakesideas@yahoo.com)

**Cc:** Elizabeth Rust <[liz@rhsousing.org](mailto:liz@rhsousing.org)>; Hayashi, Rieko (OCD) <[rieiko.hayashi@state.ma.us](mailto:rieiko.hayashi@state.ma.us)>; Lara Plaskon <[Lara@rhsousing.org](mailto:Lara@rhsousing.org)>; [DuchesneauA@Sudbury.MA.US](mailto:DuchesneauA@Sudbury.MA.US)

**Subject:** Resale of 4 Longfellow Road in Sudbury

Jacob,

The maximum resale price for your home at 4 Longfellow Road is \$303,168 however, please note that in accordance with the deed rider, a 2% resale fee is required so, the maximum amount you could receive for the sale of your home is \$297,224. The resale fee will go to an agent we assign to market and find a new eligible buyer.

As the next step in the process, the town (included on this email) will indicate whether or not they will exercise the right of first refusal on the home and then once the letter has been issued by the town, DHCD will issue a letter for marketing to commence. Once these letters are issued the resale agent that is assigned by DHCD will begin the marketing of the home for resale to an income eligible buyer. The resale agent is able to answer questions regarding the resale process.

If you have any questions, don't hesitate to let me know.

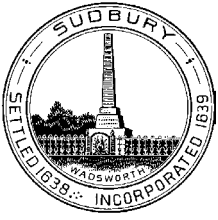
Thanks,

Aly

Aly Sabatino  
LIP/HOP Coordinator  
Department of Housing and Community Development  
100 Cambridge Street, Boston, MA 02108

### Sudbury Mortgage Assistance Program Tracker

Client Number	Status	Bank	Total Amount Awarded
MAP01	Approved	t. Mary's Credit Unio	\$3,000
MAP02	Getting documents	CHASE	\$0
MAP03	Approved	PHH Mortgage	\$3,000
MAP04	Getting documents		\$0
MAP05	In Review		\$0
		Total Awarded	\$6,000
		Total Funding	\$75,000
		Left	\$69,000



# Town of Sudbury

## Housing Trust

HousingTrust@sudbury.ma.us

Flynn Building  
278 Old Sudbury Road  
Sudbury, MA 01776  
978-639-3387  
Fax: 978-443-0756  
[www.sudbury.ma.us/housingtrust](http://www.sudbury.ma.us/housingtrust)

October 25, 2021

To: Sudbury Select Board, Town Manager Henry Hayes  
From: John Riordan, Vice-Chair, Sudbury Housing Trust  
CC: Cynthia Howe, Chair, Sudbury Housing Trust  
RE: Sudbury Housing Trust ARPA Funds request

The Sudbury Housing Trust (the “Trust”) appreciates the Select Board’s interest in asking for ideas on the town’s use of state allocated American Rescue Plan Act (“ARPA”) funds.

With respect to housing, an affirmatively stated priority need under ARPA, we understand that program requirements limit use of ARPA funds to specified Qualifying Census Tracts for uses such as preservation or creation of affordable housing units. Assuming that Sudbury does not include designated Qualified Census Tracts, the Trust has not included housing creation in this request. If this assumption is not correct, please let us know.

The Trust does request funds to help residents cost burdened and/or at risk for homelessness due to a decrease in income due to COVID. The Trust proposes funding the following programs with state allocated ARPA funds:

1. Tenant rental assistance program for residents impacted by COVID (\$125k):
2. COVID Small Grant Program for deferred maintenance due to COVID loss of income, available to homeowners and small landlords (\$75k):
3. Mortgage Assistance program (\$75k), providing two months of mortgage principal assistance; and

In each of these program ideas, the applicant will be evaluated for eligibility under specified income limits where the applicant is cost burdened (spending more than 30% on housing), their income has decreased due to COVID, and certain other program requirements.

The Trust is well positioned to implement these program ideas, as they are similar to existing programs successfully developed and managed by the Trust during the ongoing COVID crisis. In addition the Trust has access to the Regional Housing Services Office which provides similar program design and administration for other neighboring communities. Total funding of this request for meeting these critical local housing needs would be approximately 5% of the state allocated ARPA funds to Sudbury.

The Trust thanks the Select Board and the Town Manager for considering this request.

## Duchesneau, Adam

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**From:** Bilodeau, Maryanne  
**Sent:** Thursday, July 28, 2022 10:38 AM  
**To:** Duchesneau, Adam; Capone, Lori; Smith, Lee S.  
**Cc:** Gerry, Cynthia; Suedmeyer, Beth  
**Subject:** 137 Brimstone Lane ROFR  
**Attachments:** Notice of Intent to sell\_convert land\_ 137 Brimstone Lane Sudbury\_Map L04 Parcel 006.pdf  
**Importance:** High

Hi all,

Not sure if you received this letter yet for ROFR under 61B for 137 Brimstone Lane. I wanted to reach out to you all for next steps.

Cynthia shared the following history of the property with me:

This right of first refusal is connected to the Brimstone Lane land swap.

- The property is known as 137 Brimstone Lane, Parcel ID L04-0006. David Aronson originally purchased 8.85 acres of land in 1955 from Jewett and Alyce Hulbert. Over the years there have been various interfamily ownership title transfers, as well as a portion of the original parcel being gifted to a family member. Currently the property ownership is held as follows: David Aronson 2003 Revocable Trust with Theodore Orenstein and Judith Webb Trustees and the Estate of Georgianna Aronson, with Theodore Orenstein and Judith Webb as Personal Representatives Middlesex Probate Case Number MI17P4150EA .
- The Aronson family has been enrolled in the Chapter 61B Recreational land program for over 30 years.
- Since the land swap between the Town and the Aronson family has been finalized, the Aronson family can now pursue the sale of a portion of the property which includes the home at 137 Brimstone Lane.
- Due to the fact a portion of the property under P&S Agreement is included in Chapter 61B, the withdrawal provisions associated with Massachusetts General Laws Chapter 61B are in force.
- One of the withdrawal provisions (the one the Town is being asked to respond at this time) is the municipality's right of first refusal. [General Law - Part I, Title IX, Chapter 61B, Section 9 \(malegislature.gov\)](#)
- There may be a typo on the second page of the cover letter (ii). I believe the numbers were transposed in the acreage reported as being swapped to the Town. It should be .68 not .86.

Since we have time constraints in regards to how much time we would have if the Town was to act on it's right, I wanted to make sure we started this in motion as quickly as possible.

From your perspectives, what are the next steps before the SB takes this up?

Maryanne

Maryanne Bilodeau

Interim Town Manager

\*Pronouns: She - Her - Hers\*

Town of Sudbury

278 Old Sudbury Road

Sudbury MA 01776

Phone: (978) 639-3385

Fax: (978) 443-0756

RECEIVED  
JUL 28 2022

BY: .....

**Law Office of Theodore P. Orenstein**

29 Ricker Road  
Newton, Massachusetts 02458  
(617) 964-1173

July 25, 2022

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.** 6.5 +/- acres of land known as 137 Brimstone Lane, Sudbury, Massachusetts, Assessors Map L04 Parcel 006 ("Property"), owned by 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, 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 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. Pursuant to M.G.L. Chapter 61B §9, notice is hereby given to the Town of Sudbury of the intent of the Owner to:

- (i) Sell an approximately 3.0+/- acre portion of the Property shown as Lot 1 on the Plan to Kenneth Busch and Jason Gasdick or their nominee or permitted assignee ("Buyer"), for residential, industrial or commercial use in consideration of \$1,000,000. The present intent of the Buyer is to move into the dwelling on the Property as soon as practicable after closing. Lot 1 is 3.0+/- acres, which includes 40,000 sq. ft. of land which is not classified pursuant to said Chapter 61B. Enclosed is 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.

- (ii) Transfer the land shown as Parcel A, on the Plan to the Town of Sudbury, containing 0.86 +/- acres, as part of a land swap transaction that has been approved by the Select Board and Town Meeting.
- (iii) Convert with the intent to sell for residential purposes as soon as practicable, the land shown as Lot 2 on the Plan, containing 3.77+/- acres.


In the event that the Select Board determines that the request related to (ii) above is unnecessary, that portion of this request is withdrawn.

In the event that the Select Board determines that the request related to (iii) above is premature, that portion of this request is withdrawn.

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

2022 JUN 27 P 2:07

RECEIVED  
TOWN OF SUDBURY  
COMMUNITY DEVELOPMENT  
2022 JUN 27 14:07

A True Copy Attest Theodore P. Orenstein

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

This 8th day of July, 2022.

- 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 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 The land and the buildings and improvements including the detached garage being known and numbered as 137 Brimstone Lane, Sudbury, MA 02539, which is shown as Lot 1 (containing 3.0+/- ac) on the plan entitled Plan of Land of 137 Brimstone Lane in Sudbury, MA prepared by Connorstone Engineering, Inc. dated April 8, 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 \$1,000,000.00, of which:
\$ 10,000.00 having previously been paid to bind the "Offer to Purchase";
\$ 90,000.00 have been paid as an additional deposit this day upon execution of the Purchase and Sale Agreement; and
\$ 900,000.00 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.
\$ 1,000,000.00 TOTAL
8. TIME FOR PERFORMANCE; Such deed is to be delivered at 10:00 AM on the 29th day of July, 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 shall be required to attend the Closing but do agree to ensure that the original Deed, original Power of

- DELIVERY OF DEED ("CLOSING")      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 a period of up to thirty (30) calendar days. 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 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.
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 ATLA 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 scaled 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            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            7/8/2022  
Kenneth Busch F...

DocuSigned by:  
Jason Gasdick            7/8/2022  
Jason Gasdick

**SELLER:**

DocuSigned by:  
Theodore Orenstein 7/9/2022  
By: 0F478F86A0904FE...  
**Theodore Orenstein, Trustee and**  
DocuSigned by:  
**Personal Representative as Aforesaid**  
By: Judith Webb P.R. of the Estate of Georgianna I 7/9/2022  
173CB1A88174454  
**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](mailto: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, such access to be limited to three visits exclusive of final walk through. 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, and only after reasonable prior notice to the SELLER. 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. 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) 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 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). 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 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 surrounding 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.

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;



- (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. Notwithstanding anything else herein, in the event of any damage or destruction of **\$10,000.00** or more to the Premises prior to Closing, SELLER shall notify BUYER in writing of the nature and extent of the loss within five (5) business days of the loss, and the amount of the insurance proceeds available. BUYER may terminate this Agreement by sending written notice of such termination to SELLER within three (3) business days of receipt of SELLER's notice of such casualty loss, whereupon all sums paid hereunder shall be returned to the BUYER with interest, if applicable, and the obligations of the Parties hereto shall cease, without recourse to either Party.
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 \$1,000,000 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 \$1,000,000 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. Seller shall, at the time of closing, deposit \$54,750.00 (150% of the total estimate for the septic replacement work described in the estimate from DJ Morris attached hereto as Exhibit A (the "Escrow Funds") with Buyer's counsel ("Escrow Agent"), to be held in escrow as security for the installation of a new septic system serving the Premises ("Septic System"). Escrow funds shall be used to pay DJ Morris in accordance with the contract with the balance of any escrow funds due Seller only upon the issuance of 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, the Seller shall restore the patio area to be as close as possible to how the patio looked before the title V work began. Said Title V work must be for a 5 bedroom system. Further, said Title V system must be connected to both the main house and the studio. The Seller shall confirm prior to the closing that the existing Title V permit is still valid and if it is not the seller shall prior to the closing obtain a revised permit for the permit so that it is

valid for the work to be completed immediately after the closing date. The Buyer acknowledges that they have been told by the Seller that the property may have issues with the current septic system and if the buyers choose to occupy the property immediately after the closing and before the title V work is completed that they use and occupy the property at their own risk and the seller is not responsible if there are any damages that result from the septic system. The Seller acknowledges that they will set up with the title V contractor to secure a time as soon after the closing as possible to set up a time for the work to begin. These provisions shall survive the delivery of the deed.

- 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.

**BUYERS:**

DocuSigned by:  
Kenneth Busch 7/8/2022

Kenneth Busch

DocuSigned by:  
Jason Gaslick 7/8/2022

Jason Gaslick

**SELLER:**

DocuSigned by:  
Theodore Orenstein 7/9/2022

By: Theodore Orenstein, Trustee and Personal Representative as Aforesaid

By: Judith Webb P.R. of the estate of Georgianna A  
Judith Webb, Trustee and Personal Representative as Aforesaid

RIDER B  
TO PURCHASE AND SALE AGREEMENT  
PROPERTY: 137 Brimstone Lane, Sudbury, MA

1. VIOLATIONS OF LAW/BETTERMENTS

Seller hereby represents that Seller has not had any written notice from any public authority, that was not already complied with, that there exists with respect to the premises any condition which violates any local, county, state, or federal law, rule, regulation, ordinance which has not been heretofore rectified. The Seller shall give notice to Buyer if Seller receives any such notice or becomes aware of any such assessment or violation prior to closing date and if, despite reasonable efforts by Seller, the same cannot be corrected by Seller prior to closing, then Buyer shall have the option to terminate this Agreement. Seller further represents that Seller has no knowledge of any betterment approved or pending by the municipality in which the premises are situated which is likely to result in a betterment assessment against the premises.

2. PREMISES COMPLIANCE

Notwithstanding anything herein contained, the 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, including but not limited to, any driveways, garages and cesspools or leaching fields, and all means of access to the Premises, shall be located completely within the boundary lines of the Premises and shall not encroach upon or under any property of any other person or entities;
- (b) no building, structure, improvement or property of any kind encroach upon or under the Premises from other premises;
- (c) the Premises abut a public way, duly laid out or accepted as such by the town or city in which the Premises are located;
- (d) title to the Premises is insurable, for the benefit of the Buyer in a fee owner's policy of title insurance at normal premium rates, on a standard ALTA insurance policy by a title insurance company licensed to do business in the Commonwealth of Massachusetts without exception for any matters not expressly permitted hereunto; and
- (e) Certificates of Compliance for any outstanding lot specific Orders of Conditions pertaining to wetlands have been recorded or delivered for recording at closing.

3. CONDITION OF PREMISES

Premises, including but not limited to garages, basements, attics, porches, yards, if any, shall be delivered in broom clean condition free of all debris and possessions of the Seller not being conveyed herein. All mechanical systems, equipment and appliances shall be in the same condition at the time of closing as on the date of the Buyer's offer reasonable wear and tear excepted. Seller shall maintain the property until closing in a manner consistent with maintaining the present condition of the Premises and landscaping and perform any and all maintenance, including snow removal, customarily undertaken by Seller. Buyer shall have the right to a walkthrough inspection of the premises within 24 hours of the closing.

4. EXTENSION TO PERFECT TITLE

Any extension permitted pursuant to Paragraph 10 of this Agreement shall be construed to apply only to matters affecting title and compliance of the premises with laws, rules and regulations governing the premises. The inability or unwillingness of the Seller, or other Occupants, to vacate the Premises shall not constitute the right of the Seller, pursuant to said Paragraph, to extend the closing date.

5. ACCESS TO PREMISES

Seller agrees to allow the Buyer, Buyer's agents or agents of Mortgagee, upon reasonable notice to the Seller, to have access to the premises for the purpose of measuring and viewing. No appraisal shall occur. Such access shall only be at reasonable times and in the presence of Seller or Seller's agents and shall be subject to the other conditions set forth in this Agreement.

6. MATERIAL REPRESENTATIONS

It shall remain a condition of closing that any representation, warranty, covenant provided herein shall remain the same at closing as such facts existed on the date of execution of this Agreement. Seller shall notify Buyer if any representation, warranty or covenant as stated herein changes between the date of this Agreement and closing.

7. UNDERGROUND OIL TANKS

The Seller represents that there are no underground storage tanks for the storage of oil or other petroleum products located on the premises.

8. TITLE MATTERS

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

9. MANUALS. MANUFACTURER'S WARRANTIES

Seller shall provide Buyer at closing with all manuals in Seller's possession for any appliances as well as any documentation in Seller's possession necessary for Buyer to transfer or obtain warranties on any appliances or systems which come with manufacturer's warranties. SELLER shall deliver to BUYER, no later than the time of deed recording and disbursements, all

means of access (including, but not limited to, keys, garage door openers, access cards, combinations, alarm codes, transmitters and the like) to the Premises.

**10. SELLER CLOSING REPRESENTATION**

Seller represents to the best of their knowledge and belief that (a) the purchase price is sufficient to discharge all presently outstanding mortgage(s) and other indebtedness on the Premises, including real estate taxes, betterments and municipal utility charges constituting a lien on the Premises and to pay all usual and customary closing costs, including brokerage commissions and documentary deed stamps, (b) there is no pending bankruptcy, mortgage foreclosure, short sale or other proceeding(s) which might in any material way impact adversely on Seller's ability to perform under this Purchase and Sale Agreement; and (c) the Seller owns all fixtures and appliances and there are no systems, appliances or other fixtures in the Premises which are the subject of any lease or outstanding agreements with any third party pursuant to which such party may acquire any interest therein. The foregoing representations shall be true as of the date of execution of this Agreement and shall be deemed to have been restated as of the date of the closing but do not survive the closing.

Seller represents that to the best of Seller's knowledge Seller is not aware of any matter which would prevent or delay the delivery of the deed as set forth in Paragraph 8 of the P&S Agreement. From and after the date hereof, Seller shall give prompt written notice to the Buyer of any matter which would prevent Seller from performing its obligations hereunder. Seller shall promptly use reasonable efforts to correct, cure or eliminate any such matter.

**11. PERMITS**

Seller represents that Seller has no knowledge of any construction work done on the Premises during SELLER;s ownership without required building permits and final signoffs. Seller has obtained all required building permits for any construction or work done to the Premises by the Seller during the Seller's ownership and further represents that it has obtained final signoffs for any such permits. The Seller shall close out all open building permits pulled by Seller prior to the closing Date.

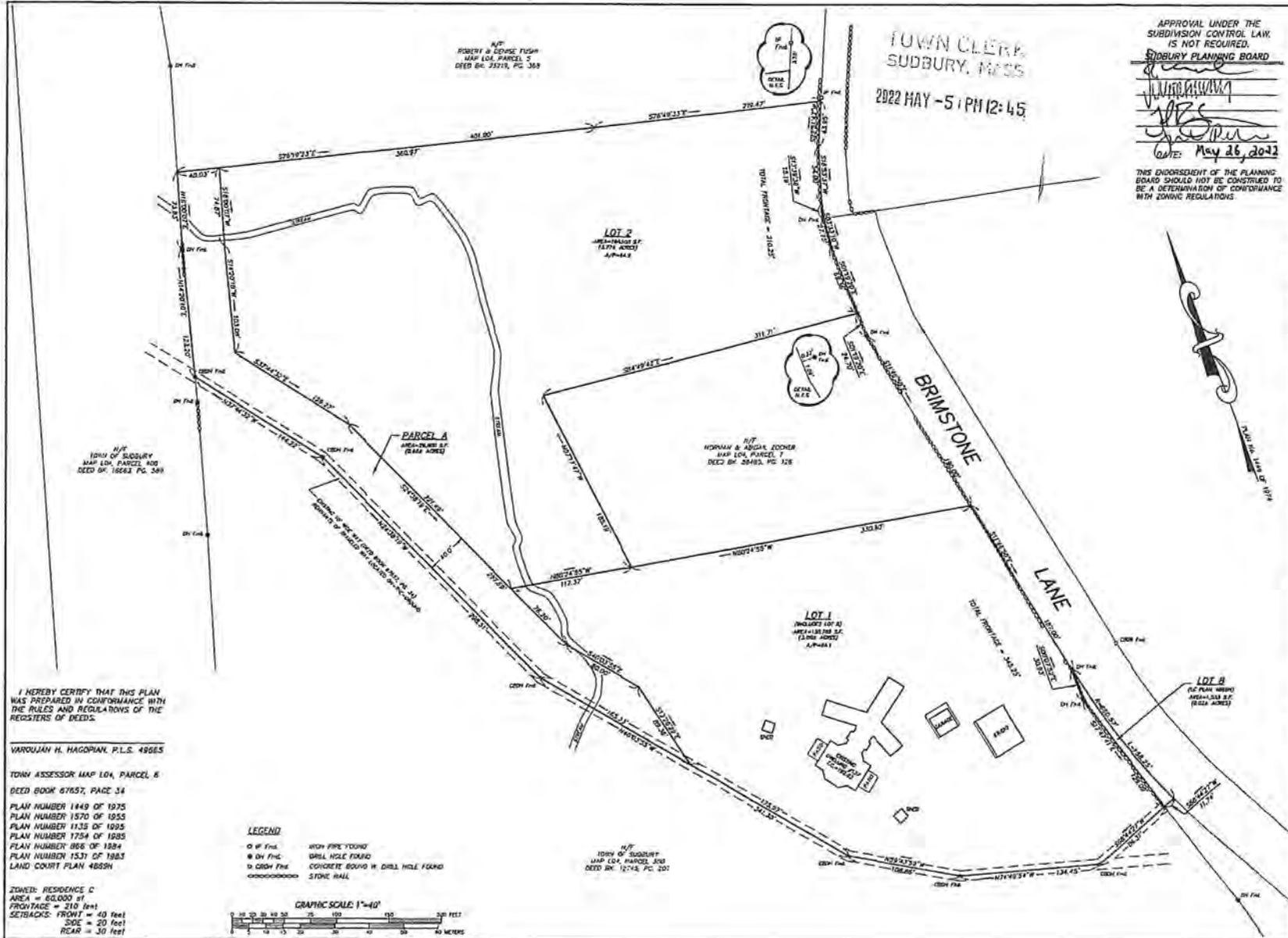
It is further agreed and understood by the Buyer that the scope of services rendered by Anthony Troiano III, P.C. does not include any verification of zoning or suitability of the subject premises for the use stated herein; and/or any inquiries/review with the Town/City related to building permits for said premises.

DocuSigned by:  
*Theodore Arnstein* 7/9/2022  
OF478F86A0304FE...  
SELLER

DocuSigned by:  
*Judith Webb P.R. of the Estate of Georgianna Aronson*  
73CE7A88174454...  
SELLER

DocuSigned by:  
*Kenneth Busch* 7/8/2022  
74F8E753E318042F...  
BUYER

DocuSigned by:  
*Jason Gasdick* 7/8/2022  
7B4E3189DB04CF...  
BUYER



TOWN CLERK  
SUDBURY, MASS  
2022 MAY -5 1 PM 12:45

APPROVAL UNDER THE  
SUBDIVISION CONTROL LAW  
IS NOT REQUIRED.  
SUDBURY PLANNING BOARD  
*[Signature]*  
DATE: May 26, 2022

THIS ENDORSEMENT OF THE PLANNING BOARD SHOULD NOT BE CONSTRUED TO BE A DETERMINATION OF CONFORMANCE WITH ZONING REGULATIONS

- GENERAL NOTES:
1. THE CONVEYANCE SHOWN HEREON IS INTENDED TO MEET RECORDING OF DEEDS REQUIREMENTS AND IS NOT A CONTRIBUTION TO THE TITLE OR OWNERSHIP OF THE PROPERTY SHOWN. EASES OR EASEMENTS PROPERTIES ARE SHOWN ACCORDING TO CURRENT TOWN OF SUDBURY ASSESSORS RECORDS.
  2. THIS PLAN IS BASED ON AN ON-THE-GROUND SURVEY BY CONNORSTONE ENGINEERING INC. PERFORMED IN AUGUST 2014 AND UPDATED BY HITCHCOCK 2017.
  3. LEGAL EASES OF EGRESS AND WAYS ARE NOT DEMONSTRATED BY THIS SURVEY.
  4. PARCEL A IS INTENDED TO BE CONVERTED FROM AGRICULTURE TO THE TOWN OF SUDBURY. PARCEL A IS NOT TO BE CONSIDERED AN INDIVIDUAL RESIDENTIAL SITE.
  5. LOT 2 AS SHOWN ON LAND COURT PLAN AREA 137 IS INTENDED TO BE CONVERTED FROM THE TOWN OF SUDBURY TO AGRICULTURE.
  6. THIS PLAN WILL CREATE LOTS 1 AND 2 WITH RESIDABLE LOTS. PLANNING BOARD APPROVAL IS CONTINGENT UPON LOT 2 BEING CONVERTED TO THE RECORD MAPS OF LOT 1 TO PROVIDE THE REQUIRED FRONTAGE.

CORNER:  
THE DAVID ARNOLD 2023  
REVOCABLE TRUST  
137 BRIMSTONE LANE  
SUDBURY, MA 01778

CONNORSTONE  
ENGINEERING INC.  
CIVIL ENGINEERS AND LAND SURVEYORS  
10 SOUTHWEST COTTAGE, SUITE 7  
NORTHBRIDGE, MASSACHUSETTS 01532  
PHONE: 508-383-8727 FAX: 508-393-5243

PLAN OF LAND  
OF  
137 BRIMSTONE LANE  
IN  
SUDBURY, MA

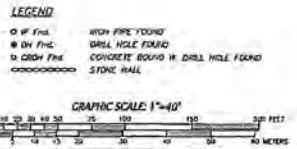
DATE: APRIL 6, 2022  
SCALE: 1"=40' SHEET 1 OF 1

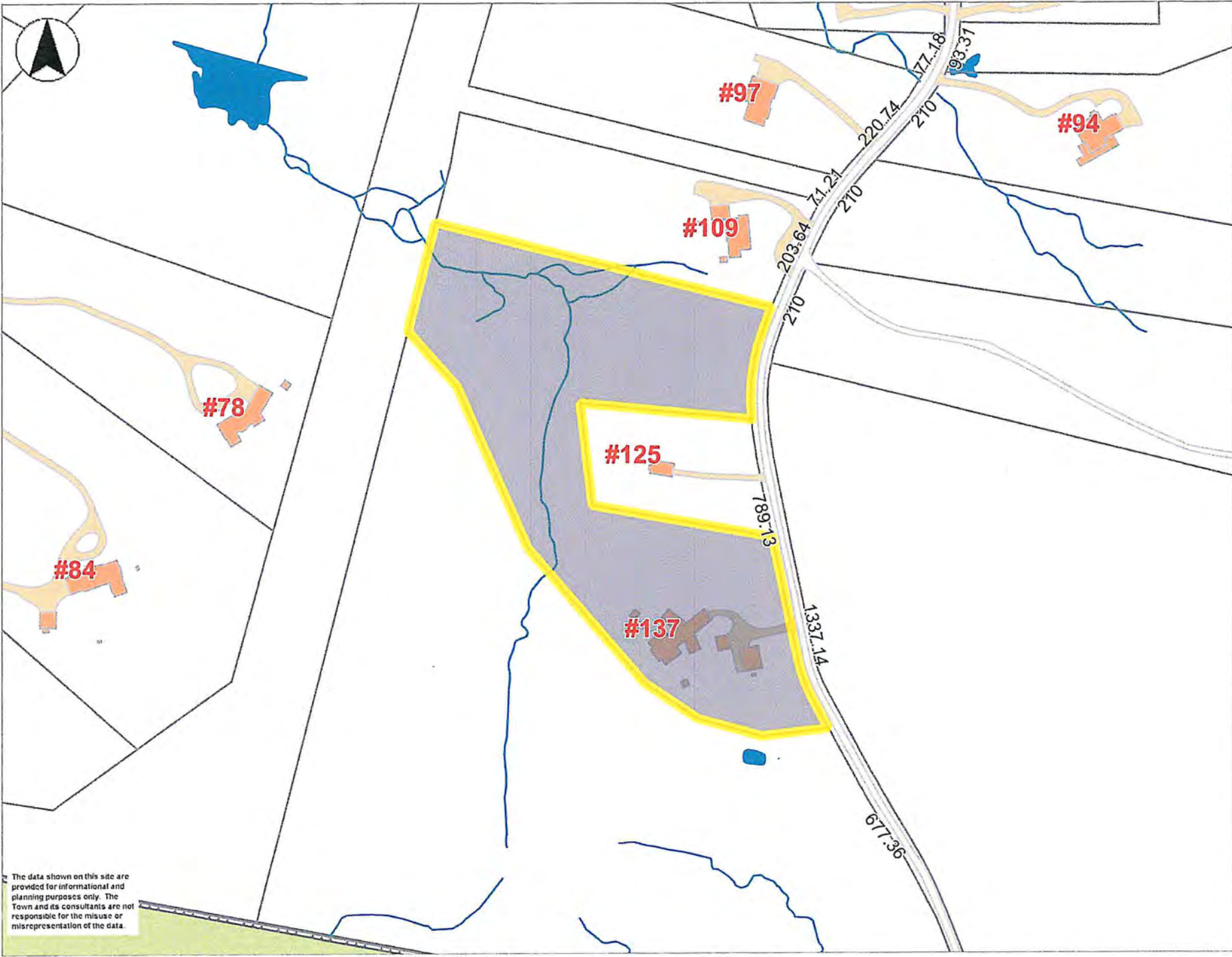
I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED IN CONFORMANCE WITH THE RULES AND REGULATIONS OF THE REGISTERS OF DEEDS.

VAROUJAN H. HAGOPIAN, P.L.S. 48265

TOWN ASSESSOR MAP 104, PARCEL 6  
DEED BOOK 67057, PAGE 34  
PLAN NUMBER 1449 OF 1975  
PLAN NUMBER 1570 OF 1955  
PLAN NUMBER 1135 OF 1995  
PLAN NUMBER 1754 OF 1995  
PLAN NUMBER 085 OF 1984  
PLAN NUMBER 1531 OF 1985  
LAND COURT PLAN 4889

ZONED: RESIDENCE C  
AREA = 60,000 sq ft  
FRONTAGE = 310 feet  
SETBACKS: FRONT = 40 feet  
SIDE = 20 feet  
REAR = 30 feet





- Bridges
- Driveways
- Parking Lots
- Medians
- Sidewalks
- Curbs
- Roads
  - Paved Roads
  - UnPaved Roads
- Buildings
- Parcels
- Streams Ortho
- Streams CIR
- Lake/Reservoir
- MA Highways
  - Interstate
  - US Highway
  - Numbered Routes
- Town Boundary
- Streets

The data shown on this site are provided for informational and planning purposes only. The Town and its consultants are not responsible for the misuse or misrepresentation of the data.

0 320 640 ft

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MapsOnline