

Subject: Letter Attorney Grickis
From: Curtis Rand <crand@salisburyct.us>
Date: 3/8/2021, 1:27 PM
To: "aconroy@salisburyct.us" <aconroy@salisburyct.us>
CC: "cwilliams@salisburyct.us" <cwilliams@salisburyct.us>, "dmayland@salisburyct.us" <dmayland@salisburyct.us>

Hi Abby, I have just received today a copy of a letter (3/2/2021) to P&Z from Attorney Grickis, in which he questions actions of the Board of Selectmen, #'s 1-4 in his letter.

Regarding point 1: I have reviewed the December 20, 1967 letter from B.M. Belcher with our Town Attorney. We agree that the letter clearly still permits the construction of buildings on the Holley Block property as long as the buildings meet the design requirements set forth in the letter. We also agree that there is no need for a formal legal opinion on this point.

Regarding point 2: at its June 27, 2018 meeting, the Salisbury Town Meeting authorized the Town to grant an option to lease to Salisbury Housing Committee ("SHC") for \$1.00 per year, for an extended lease term, and on other terms and conditions to be negotiated by the Board of Selectmen and SHC. The Town Meeting authorization did **not** place a limit on the duration of the option. The Town Meeting's authorization gives the Board of the Selectmen the authority to extend the option without reconvening another Town Meeting.

Regarding point 3: the December 20, 1967 Belcher letter does require that the exterior design for the buildings shall be designed by a registered architect and be subject to the approval of the majority of the Board of Selectmen. The Belcher letter does **not** require that the Board of Selectmen approve the architect.

Regarding point 4: the Board of Selectmen is under no obligation to produce written legal opinions at the request of members of the public. I have reviewed this with our Town Attorney and we agree that there is no need for a written legal opinion on either of these points.

Thank you,

Curtis Rand
First Selectman
Town of Salisbury