



SUDBURY BOARD OF SELECTMEN  
TUESDAY NOVEMBER 19, 2019  
7:00 PM, TOWN HALL - LOWER LEVEL

Item #	Time	Action	Item
	7:00 PM		CALL TO ORDER
			Opening remarks by Chairman
			Reports from Town Manager
			Reports from Selectmen
			Citizen's comments on items not on agenda
<b>PUBLIC HEARING</b>			
1.	7:15 PM	<i>VOTE</i>	Tax Classification hearing - In accordance with General Laws Ch. 40, sec. 56, as amended, to determine the percentage of local tax levy which will be borne by each class of real and personal property, relative to setting the Fiscal Year 2020 tax rate. In attendance will be the Board of Assessors (Joshua M. Fox, Esq., Trevor A. Haydon, Liam J. Vesely, chair), Cynthia Gerry, Director of Assessing, and presenting will be Harald Scheid, Principal Regional Assessor.
<b>TIMED ITEMS</b>			
2.	7:45 PM	<i>VOTE / SIGN</i>	As the Licensing Authority for the Town of Sudbury, vote whether to approve the application of Logus Corp, d/b/a Franco's Trattoria, 365 Boston Post Rd., Sudbury, Manager Alexandre Alvarenga, for a Transfer of License for the Sale of Wine & Malt with Cordial Beverages, under G. L. Ch. 138, s.12, from Natalie's Restaurant, Inc., d/b/a Franco's Trattoria, Manager Franco Bruno.
3.	8:00 PM		Joint meeting with Park & Recreation Commission, Council on Aging, and Sudbury Public School Committee. Discussion and update with architect regarding Fairbank Community Center cost estimate. Making presentation will be: Ned Collier, Principal, and Mark McKeivitz, Project Designer, both of ICON Architecture.
<b>MISCELLANEOUS</b>			
4.		<i>VOTE</i>	Vote to authorize the Town Manager to sign the WestMetro HOME Consortium Subrecipient Agreement on behalf of the Board of Selectmen, and give the Town Manager the ability to sign the Subrecipient Agreement each subsequent year in the future, as requested by Adam Duchesneau, Director of Planning and Community Development.

*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.*

<b>Item #</b>	<b>Time</b>	<b>Action</b>	<b>Item</b>
5.		<i>VOTE</i>	1) Acknowledge receipt of a Citizen Petition for a Special Town Meeting pursuant to G.L. c.39, s.10, for the purpose of creating an Historic District on a 3+/-a. portion of land shown as Assessors Parcel K06-0602, located at 554 Boston Post Road, Sudbury, said Historic District to be known as Stone Tavern Farm Historic District; 2) Discuss and determine the date on which the Special Town Meeting would be held; 3) Call the Special Town Meeting; and (4) Open the Warrant for 10 days per Town bylaw.
6.			Citizen's comments (cont.)
7.			Discuss upcoming agenda items
<b>CONSENT CALENDAR</b>			
8.		<i>VOTE</i>	Vote to reappoint Lee Swanson, 55 Hudson Road, to the Historic Districts Commission for a term ending January 1, 2025.
9.		<i>VOTE</i>	Vote to correct the appointment term of Sandy Lasky, 19 Abbottswood, to the Council on Aging for a term to expire 5/31/20.
10.		<i>VOTE</i>	Vote to accept two paintings by Florence Hosmer being donated to the Town by Todd Hedges and Beth Coleman, 224 Grape Vine Road, Higganum, CT.
11.		<i>VOTE</i>	Vote to approve the regular session minutes of 9/17/19, 9/24/19, and 10/1/19.
12.		<i>VOTE</i>	Vote whether to approve an increase in the abatement amount for both veterans and seniors in the Tax Work off program from \$1200 to \$1275 beginning Jan. 1, 2020.

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



SUDBURY BOARD OF SELECTMEN

Tuesday, November 19, 2019

**PUBLIC HEARING**

**1: Tax Classification hearing**

REQUESTOR SECTION

Date of request:

Requestor: Board of Assessors/Cynthia Gerry

Formal Title: Tax Classification hearing - In accordance with General Laws Ch. 40, sec. 56, as amended, to determine the percentage of local tax levy which will be borne by each class of real and personal property, relative to setting the Fiscal Year 2020 tax rate. In attendance will be the Board of Assessors (Joshua M. Fox, Esq., Trevor A. Haydon, Liam J. Vesely, chair), Cynthia Gerry, Director of Assessing, and presenting will be Harald Scheid, Principal Regional Assessor.

Recommendations/Suggested Motion/Vote: Tax Classification Hearing - In accordance with General Laws Ch. 40, sec. 56, as amended, to determine the percentage of local tax levy which will be borne by each class of real and personal property, relative to setting the Fiscal Year 2020 tax rate. In attendance will be the Board of Assessors (Joshua M. Fox, Esq., Trevor A. Haydon, Liam J. Vesely, chair), Cynthia Gerry, Director of Assessing, and presenting will be Harald Scheid, Principal Regional Assessor.

Background Information:  
see attached

Financial impact expected:

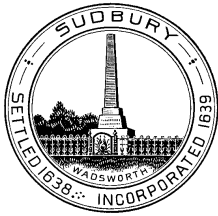
Approximate agenda time requested: 30 minutes

Representative(s) expected to attend meeting:

Review:

Patty Golden	Pending
Melissa Murphy-Rodrigues	Pending
Jonathan Silverstein	Pending
Daniel E Carty	Pending
Board of Selectmen	Pending

11/19/2019 7:00 PM



**TOWN OF SUDBURY**

*Office of Selectmen*  
*www.sudbury.ma.us*

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Email: [selectmen@sudbury.ma.us](mailto:selectmen@sudbury.ma.us)

**TOWN OF SUDBURY  
PUBLIC HEARING  
ATTENTION: TAXPAYERS**

In accordance with General Laws Ch. 40, sec. 56, as amended, the Sudbury Board of Selectmen will hold a public hearing on Tuesday, November 19, 2019, at 7:15 p.m. at Sudbury Town Hall, 322 Concord Road, to determine what percentage of the local tax levy will be borne by each class of real and personal property relative to setting the Fiscal Year 2020 tax rate.

The first policy decision of the Board of Selectmen will be to determine the Residential Factor, which means the percentage of the tax levy to be borne by residential property. The Residential Factor determines how different tax rates for residential, commercial and industrial properties will be established. A Residential Factor of 1 means that the local tax rate will be a single rate uniformly applied to all properties. The other options to be considered are whether or not to allow a residential property exemption, a small commercial exemption, and a discussion of the open space exemption. In addition to the above, there will be some discussion regarding Sudbury’s senior residential tax exemption with respect to the program’s estimated total cost and impact on the residential tax rate for Fiscal Year 2020.

At this public hearing, the Board of Assessors will provide all information and data relevant to helping the Selectmen make a determination of a single or multiple tax rates and the fiscal effect of the available alternatives to taxpayers. Taxpayers may present oral or written information on their views prior to or at the public hearing.

**SUDBURY BOARD OF SELECTMEN**

- Daniel E. Carty, Chairman
- Patricia A. Brown
- Janie W. Dretler
- Jennifer S. Roberts
- William J. Schineller

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- cc: Board of Assessors
- Finance Director
- Town Accountant
- Chamber of Commerce
- Finance Committee
- Council on Aging Director
- Assistant Town Manager
- Town Clerk

**Publication:** *Sudbury Town Crier* 11/7, 11/14

Attachment1.a: TAX CLASSIFICATION HRG 2019 (3451 : Tax Classification hearing)



**FISCAL YEAR 2020  
CLASSIFICATION HEARING**

**November 19, 2019**

*Board of Selectmen  
Daniel E. Carty, Chair  
Patricia Brown, Vice Chair  
Janie W. Dretler  
Jennifer Roberts  
William Schineller*

*Board of Assessors  
Liam J. Vesely, Chair  
Joshua M. Fox  
Trevor Haydon  
Consulting Assessor, Harald Scheid  
Director of Assessing, Cynthia Gerry*

## Introduction

Each year, prior to the mailing of 3<sup>rd</sup> quarter tax bills, a public hearing is held by the Board of Selectmen in conjunction with the Board of Assessors. The public hearing known as the Classification Hearing provides an opportunity for the Selectmen to discuss and decide on the distribution of the tax burden to be allocated among the major classes of property. Chapter 40, Section 56 of the Massachusetts General Laws, dictates the hearing procedure.

Prior to the Hearing, all properties must be assessed at their full and fair cash value as of the January 1<sup>st</sup> assessment date. The Fiscal Year 2020 assessment date is January 1, 2019.

The steps necessary to complete the Classification Hearing and Tax Rate Setting process are defined below:

### Pre-classification Hearing Steps

- Step 1: Determination of the property tax levy (Budget Process)
- Step 2: Determine assessed valuations (Assessors)
- Step 3: Tabulate assessed valuations by class (Assessors)
- Step 4: Obtain DOR value certification (Assessors)
- Step 5: Obtain certification of new growth revenues (Assessors)

### Classification Hearing Steps

- Step 6: Classification hearing presentation (Assessors & Selectmen)
- Step 7: Review and discuss tax shift options (Selectmen)
- Step 8: Voting a tax shift factor (Selectmen)

### Post Classification Hearing Steps

- Step 9: Sign the LA-5 Classification Form (Selectmen)
- Step 10: Send annual recap to DOR for tax rate approval (Assessors)
- Step 11: Obtain DOR approval of tax rates (DOR)

## Terminology

The following represents frequently used tax discussion terminology:

Levy: The tax levy (or levy) is the amount of property taxes to be raised. The levy amount is determined by the budget process. The total amount of the approved budget less revenues from other sources like motor vehicle excise, municipal fees, and state aid is the amount to be raised through property taxation. In Sudbury, the levy to be raised is: \$89,733,775. This represents a 3.88% increase over last year's levy of \$86,386,168.

Levy Ceiling: The levy ceiling is 2.5 percent of the full value of the town and represent the maximum property tax revenues that can be raised under Proposition 2 ½. Based on the Sudbury's total valuation of \$4,773,073,156 the town cannot levy taxes in excess of \$119,326,829.

New Growth Revenue: Property taxes derived from newly taxable properties like new construction, additions, renovations, subdivisions, and personal property. The Department of Revenue has certified Sudbury's new growth for fiscal year 2020 at \$963,941.

Levy Limit: Also referred to as the "maximum allowable levy", the levy limit is calculated by adding 2.5 percent of the previous year's levy limit, plus new growth revenue, and proposition 2 ½ overrides, capital expenditure exclusions, and debt exclusions. The certified maximum allowable levy for fiscal year 2020 is \$89,741,649.

Excess Levy Capacity: Excess levy capacity is the difference between the levy and the levy limit. Sudbury's excess levy capacity is an estimated \$7,874.

**The Fiscal Year 2020 Levy Limit and Amount to be Raised**

The following is a calculation of Sudbury's estimated levy for fiscal year 2020.

Fiscal year 2019 levy limit	\$84,710,256
Levy increase allowed under Prop. 2 ½	2,117,756
New growth revenue	963,941
Debt excluded under Prop. 2 ½	1,949,696
Proposition 21/2 Override	0
Fiscal year 2020 levy limit	89,741,649
<b>Levy to be raised (rounded by tax rate)</b>	<b>\$89,733,775</b>
<b>Excess levy capacity</b>	<b>\$7,874</b>

## Fiscal Year 2020 Valuations by Class Before Tax Shift

<u>Major Property Class</u>	<u>Valuation</u>	<u>Percent</u>	<u>Res vs CIP%</u>
Residential	4,451,809,500	93.2692%	93.2692%
Commercial	179,424,076	3.7591%	
Industrial	30,823,000	0.6458%	6.7308%
Personal Property	111,016,580	2.3259%	
TOTAL	4,773,073,156	100.0000%	

### Shifting the Tax Burden

Municipalities with a large commercial/industrial tax base often see fit to shift the tax burden to help maintain lower residential taxes. Sudbury, though having a relative small commercial tax base, has adopted a split tax rate since 1981.

The goal of recent classification hearings has been to adopt residential and commercial tax rates that yield relatively uniform tax increases in both sectors. Though the commercial, industrial, and personal property (CIP) sector makes up approximately 7 percent of the taxable valuation base, adoption of the classification shift factor (see below) has resulted in this sector paying about 9 percent of Sudbury's property taxes.

With most residential and commercial/industrial class property valuations unchanged from the prior fiscal year, a CIP shift factor of 1.33 will make each major property class responsible for approximately the same tax burden as last year.

The Board of Assessors point out that a CIP shift factor of 1.33 with a corresponding residential shift factor of 0.9762 would result in a "relatively" uniform tax rate increase in both sectors.

### Tax Rates and Options

Sudbury's uniform, single tax rate without applying shift factors is \$18.80 per thousand.

There are any number of tax rate options the Board of Selectmen may choose. Several to be considered are shown on the following table. Additional options may be found on the Tax Rate Options table (following Page 4).



Option	CIP Shift	Res. Shift	CIP Tax Rate	Res. Tax Rate
Single Tax Rate	1.0000	1.000000	18.80	18.80
10% Shift	1.1000	0.9928	20.68	18.66
20% Shift	1.2000	0.9856	22.56	18.53
30% Shift	1.3000	0.9784	24.44	18.39
33% Shift (same % burden as last year)	1.3300	0.9762	25.00	18.35
40% Shift	1.4000	0.9711	26.32	18.26
50% Shift (maximum allowed)	1.5000	0.9639	28.20	18.12

Based on the balanced CIP/Res. increase scenario above, the Board of Assessors has calculated the following tax rates:

<u>Property Class</u>	<u>FY2019</u>	<u>FY2020</u>
Residential	17.91	18.35
Commercial	24.30	25.00
Industrial	24.30	25.00
Personal Property	24.30	25.00

Note that the fiscal year 2020 tax rates are an estimate and may change upon Department of Revenue review. Also, the Sudbury's Means Tested Senior Exemption will add an additional 9-10 cents to the residential tax rate.

### **Tax Impacts**

With a few exceptions, fiscal year 2020 residential valuations have remained unchanged from last year.

Assuming 1.33 shift the average residential tax bill calculation will change as follows:

Note-the following estimate reflects an additional residential tax rate increase of approximately 9-10 cents to fund the Sudbury Means Tested Exemption Program.

FY2019 Average Single Family Valuation:	\$745,653
Taxes at \$17.91 per thousand	\$13,355
FY 2020 Average Single Family Valuation:	\$746,260
Taxes at \$18.45 per thousand	\$13,768
Average Tax Increase	\$413
Percent Increase	3.09%

Tax Rate Options

Town of Sudbury, MA  
Fiscal Year 202

CLASS	VALUE	%	R & O %	CIP %
Residential	4,451,809,500	93.2692	93.2692	
Open Space	0	0.0000	0.0000	
Commercial	179,424,076	3.7591	93.2692	
Industrial	30,823,000	0.6458		
Personal Property	111,016,580	2.3259		
Total	4,773,073,156	100.0000		

**ESTIMATED LEVY**

Levy	89,733,775
Single TaxRate	18.80

Shift Factors	Share Percentages					Levy Amounts					Tax Rates			
	CIP Shift	Res Factor	Res SP	Comm SP	Ind SP	Res LA	Comm LA	Ind LA	PP LA	Total LA	Res	Comm	Ind	PP
1.0000	1.0000	93.2692	3.7591	0.6458	2.3259	83,693,974	3,373,182	579,501	2,087,118	89,733,775	18.80	18.80	18.80	18.80
1.0100	0.9993	93.2019	3.7967	0.6523	2.3492	83,633,577	3,406,914	585,296	2,107,989	89,733,775	18.79	18.99	18.99	18.99
1.0200	0.9986	93.1346	3.8343	0.6587	2.3724	83,573,179	3,440,646	591,091	2,128,860	89,733,776	18.77	19.18	19.18	19.18
1.0300	0.9978	93.0673	3.8719	0.6652	2.3957	83,512,781	3,474,378	596,886	2,149,731	89,733,776	18.76	19.36	19.36	19.36
1.0400	0.9971	93.0000	3.9095	0.6716	2.4189	83,452,384	3,508,110	602,681	2,170,603	89,733,777	18.75	19.55	19.55	19.55
1.0500	0.9964	92.9327	3.9471	0.6781	2.4422	83,391,986	3,541,841	608,476	2,191,474	89,733,778	18.73	19.74	19.74	19.74
1.0600	0.9957	92.8654	3.9846	0.6845	2.4655	83,331,589	3,575,573	614,271	2,212,345	89,733,779	18.72	19.93	19.93	19.93
1.0700	0.9949	92.7980	4.0222	0.6910	2.4887	83,271,191	3,609,305	620,066	2,233,216	89,733,778	18.71	20.12	20.12	20.12
1.0800	0.9942	92.7307	4.0598	0.6975	2.5120	83,210,794	3,643,037	625,861	2,254,087	89,733,779	18.69	20.30	20.30	20.30
1.0900	0.9935	92.6634	4.0974	0.7039	2.5352	83,150,396	3,676,769	631,656	2,274,958	89,733,779	18.68	20.49	20.49	20.49
1.1000	0.9928	92.5961	4.1350	0.7104	2.5585	83,089,999	3,710,501	637,451	2,295,830	89,733,780	18.66	20.68	20.68	20.68
1.1100	0.9921	92.5288	4.1726	0.7168	2.5817	83,029,601	3,744,232	643,246	2,316,701	89,733,781	18.65	20.87	20.87	20.87
1.1200	0.9913	92.4615	4.2102	0.7233	2.6050	82,969,204	3,777,964	649,041	2,337,572	89,733,781	18.64	21.06	21.06	21.06
1.1300	0.9906	92.3942	4.2478	0.7298	2.6283	82,908,806	3,811,696	654,836	2,358,443	89,733,781	18.62	21.24	21.24	21.24
1.1400	0.9899	92.3269	4.2854	0.7362	2.6515	82,848,409	3,845,428	660,631	2,379,314	89,733,782	18.61	21.43	21.43	21.43
1.1500	0.9892	92.2596	4.3230	0.7427	2.6748	82,788,011	3,879,160	666,426	2,400,186	89,733,782	18.60	21.62	21.62	21.62
1.1600	0.9885	92.1923	4.3606	0.7491	2.6980	82,727,614	3,912,892	672,221	2,421,057	89,733,783	18.58	21.81	21.81	21.81
1.1700	0.9877	92.1250	4.3981	0.7556	2.7213	82,667,216	3,946,623	678,016	2,441,928	89,733,783	18.57	22.00	22.00	22.00
1.1800	0.9870	92.0577	4.4357	0.7620	2.7446	82,606,818	3,980,355	683,811	2,462,799	89,733,784	18.56	22.18	22.18	22.18
1.1900	0.9863	91.9904	4.4733	0.7685	2.7678	82,546,421	4,014,087	689,606	2,483,670	89,733,784	18.54	22.37	22.37	22.37
1.2000	0.9856	91.9231	4.5109	0.7750	2.7911	82,486,023	4,047,819	695,401	2,504,541	89,733,784	18.53	22.56	22.56	22.56
1.2100	0.9848	91.8557	4.5485	0.7814	2.8143	82,425,626	4,081,551	701,196	2,525,413	89,733,785	18.52	22.75	22.75	22.75
1.2200	0.9841	91.7884	4.5861	0.7879	2.8376	82,365,228	4,115,282	706,991	2,546,284	89,733,785	18.50	22.94	22.94	22.94
1.2300	0.9834	91.7211	4.6237	0.7943	2.8609	82,304,831	4,149,014	712,786	2,567,155	89,733,786	18.49	23.12	23.12	23.12
1.2400	0.9827	91.6538	4.6613	0.8008	2.8841	82,244,433	4,182,746	718,581	2,588,026	89,733,786	18.47	23.31	23.31	23.31
1.2500	0.9820	91.5865	4.6989	0.8073	2.9074	82,184,036	4,216,478	724,376	2,608,897	89,733,787	18.46	23.50	23.50	23.50

Town of Sudbury  
Fiscal Year 2020 Tax Rate Options

Shift Factors	Share Percentages					Levy Amounts					Tax Rates				
	CIP Shift	Res Factor	Res SP	Comm SP	Ind SP	PP SP	Total SP	Res LA	Comm LA	Ind LA	PP LA	Total LA	Res	Comm	Ind
1.2600	0.9812	91.5192	4.7365	0.8137	2.9306	100.0000	82,123,638	4,250,210	730,171	2,629,769	89,733,787	18.45	23.69	23.69	23.69
1.2700	0.9805	91.4519	4.7741	0.8202	2.9539	100.0000	82,063,241	4,283,942	735,966	2,650,640	89,733,788	18.43	23.88	23.88	23.88
1.2800	0.9798	91.3846	4.8116	0.8266	2.9772	100.0000	82,002,843	4,317,673	741,761	2,671,511	89,733,788	18.42	24.06	24.06	24.06
1.2900	0.9791	91.3173	4.8492	0.8331	3.0004	100.0000	81,942,446	4,351,405	747,556	2,692,382	89,733,789	18.41	24.25	24.25	24.25
1.3000	0.9784	91.2500	4.8868	0.8395	3.0237	100.0000	81,882,048	4,385,137	753,351	2,713,253	89,733,789	18.39	24.44	24.44	24.44
1.3100	0.9776	91.1827	4.9244	0.8460	3.0469	100.0000	81,821,650	4,418,869	759,146	2,734,124	89,733,790	18.38	24.63	24.63	24.63
1.3200	0.9769	91.1154	4.9620	0.8525	3.0702	100.0000	81,761,253	4,452,601	764,941	2,754,996	89,733,790	18.37	24.82	24.82	24.82
1.3300	0.9762	91.0481	4.9996	0.8589	3.0934	100.0000	81,700,855	4,486,333	770,736	2,775,867	89,733,791	18.35	25.00	25.00	25.00
1.3400	0.9755	90.9807	5.0372	0.8654	3.1167	100.0000	81,640,458	4,520,064	776,531	2,796,738	89,733,791	18.34	25.19	25.19	25.19
1.3500	0.9747	90.9134	5.0748	0.8718	3.1400	100.0000	81,580,060	4,553,796	782,326	2,817,609	89,733,792	18.33	25.38	25.38	25.38
1.3600	0.9740	90.8461	5.1124	0.8783	3.1632	100.0000	81,519,663	4,587,528	788,121	2,838,480	89,733,792	18.31	25.57	25.57	25.57
1.3700	0.9733	90.7788	5.1500	0.8847	3.1865	100.0000	81,459,265	4,621,260	793,916	2,859,351	89,733,793	18.30	25.76	25.76	25.76
1.3800	0.9726	90.7115	5.1876	0.8912	3.2097	100.0000	81,398,868	4,654,992	799,711	2,880,223	89,733,793	18.28	25.94	25.94	25.94
1.3900	0.9719	90.6442	5.2251	0.8977	3.2330	100.0000	81,338,470	4,688,723	805,506	2,901,094	89,733,793	18.27	26.13	26.13	26.13
1.4000	0.9711	90.5769	5.2627	0.9041	3.2563	100.0000	81,278,073	4,722,455	811,301	2,921,965	89,733,794	18.26	26.32	26.32	26.32
1.4100	0.9704	90.5096	5.3003	0.9106	3.2795	100.0000	81,217,675	4,756,187	817,096	2,942,836	89,733,794	18.24	26.51	26.51	26.51
1.4200	0.9697	90.4423	5.3379	0.9170	3.3028	100.0000	81,157,278	4,789,919	822,891	2,963,707	89,733,795	18.23	26.70	26.70	26.70
1.4300	0.9690	90.3750	5.3755	0.9235	3.3260	100.0000	81,096,880	4,823,651	828,686	2,984,579	89,733,795	18.22	26.88	26.88	26.88
1.4400	0.9682	90.3077	5.4131	0.9300	3.3493	100.0000	81,036,483	4,857,383	834,481	3,005,450	89,733,796	18.20	27.07	27.07	27.07
1.4500	0.9675	90.2404	5.4507	0.9364	3.3726	100.0000	80,976,085	4,891,114	840,276	3,026,321	89,733,796	18.19	27.26	27.26	27.26
1.4600	0.9668	90.1731	5.4883	0.9429	3.3958	100.0000	80,915,687	4,924,846	846,071	3,047,192	89,733,797	18.18	27.45	27.45	27.45
1.4700	0.9661	90.1057	5.5259	0.9493	3.4191	100.0000	80,855,290	4,958,578	851,866	3,068,063	89,733,797	18.16	27.64	27.64	27.64
1.4800	0.9654	90.0384	5.5635	0.9558	3.4423	100.0000	80,794,892	4,992,310	857,661	3,088,934	89,733,798	18.15	27.82	27.82	27.82
1.4900	0.9646	89.9711	5.6011	0.9622	3.4656	100.0000	80,734,495	5,026,042	863,456	3,109,806	89,733,798	18.14	28.01	28.01	28.01
1.5000	0.9639	89.9038	5.6387	0.9687	3.4889	100.0000	80,674,097	5,059,774	869,251	3,130,677	89,733,799	18.12	28.20	28.20	28.20

## Sudbury's Tax Shift Votes (17 Year History)

Fiscal Year	CIP Value	Total Value	R/O % of Total Value	CIP % of Total Value	Lowest Residential Factor Allowed	Max CIP Shift Allowed	Residential Factor Selected	CIP Shift
2003	178,344,978	2,839,782,978	93.7198	6.2802	0.966495	1.500000	0.979897	1.30000
2004	200,238,034	3,545,996,135	94.3531	5.6469	0.970075	1.750000	0.970075	1.50001
2005	211,105,466	3,600,973,272	94.1376	5.8624	0.968863	1.500000	0.970108	1.48000
2006	222,613,431	3,956,930,561	94.3741	5.6259	0.955291	1.750000	0.967213	1.55000
2007	241,153,003	4,231,531,337	94.3011	5.6989	0.954675	1.750000	0.969783	1.50001
2008	270,083,278	4,162,959,799	93.5122	6.4878	0.965310	1.500000	0.981268	1.26999
2009	278,781,214	4,064,434,979	93.1410	6.8590	0.963179	1.500000	0.982326	1.24000
2010	284,018,864	4,003,661,467	92.9060	7.0940	0.961822	1.500000	0.982438	1.23000
2011	274,711,172	3,874,281,828	92.9094	7.0906	0.961841	1.500000	0.978631	1.28000
2012	271,556,419	3,838,335,540	92.9251	7.0749	0.961932	1.500000	0.978938	1.27664
2013	273,337,212	3,864,083,107	92.9262	7.0738	0.961939	1.500000	0.978714	1.27963
2014	265,094,234	3,960,584,137	93.3067	6.6933	0.964132	1.500000	0.974606	1.35400
2015	263,058,002	4,088,915,905	93.5666	6.4334	0.965621	1.500000	0.973663	1.38304
2016	277,216,608	4,230,884,307	93.4478	6.5522	0.964942	1.500000	0.973356	1.38000
2017	280,876,280	4,408,953,695	93.6294	6.3706	0.965980	1.500000	0.974145	1.37999
2018	308,262,538	4,560,675,215	93.2409	6.7591	0.963754	1.500000	0.976078	1.33000
2019	331,554,958	4,728,363,583	92.9880	7.0120	0.962296	1.500000	0.975100	1.33021
2020								

### Voting a Tax Shift Factor

The Sudbury Board of Selectmen votes in accordance with M.G.L., Ch. 40, Sec. 56, as amended, the percentage of local tax levy which will be borne by each class of real and personal property, relative to setting the Fiscal Year 2020 tax rates and sets the Residential Factor at **0.9762, (or other selected Factor)** with a corresponding CIP shift of **1.33 (or other corresponding CIP shift)**, pending certification of the Town's annual tax recap by the Massachusetts Department of Revenue.

## Optional Exemptions:

### Residential Exemption:

The Residential Exemption conferred pursuant to M.G.L. Chapter 59 Section 5C is a local option available to all communities. The intent of this exemption is to promote owner occupancy. Adopting the Residential Exemption would allow the Selectmen to exempt from qualified residential properties a flat percentage of the average assessed value for Class I (Residential) properties. The exemption can be as high as thirty-five (35%) percent of the average assessed value for the residential property class. If adopted a flat, uniform valuation reduction is applied to all qualifying owner-occupied residential home valuations. The tax levy in the community does not change based on adoption of this exemption. However, to compensate for the loss in residential valuation associated with this exemption, the residential tax rate increases. The exemption will reduce property taxes on the lower valued owner occupied residential properties, while increasing property taxes on higher valued properties, and those residential properties, which are not owner-occupied.

In FY 2019, sixteen Massachusetts cities and towns adopted the Residential Exemption. Historically, the exemption has been adopted in those communities with a high percentage of apartments and other investment property or seasonal homes. In general terms, the exemption shifts real estate taxes onto Class I properties that are not occupied as the owner's principal residence and those which may be held for investment.

Residential Exemption Communities	
Boston	35%
Somerville	35%
Waltham	35%
Cambridge	30%
Chelsea	30%
Malden	30%
Everett	25%
Nantucket	25%
Provincetown	25%
Watertown	23%
Brookline	21%
Barnstable	20%
Truro	20%
Wellfleet	20%
Tisbury	18%
Somerset	10%

Sudbury's fiscal year 2020 data suggests close to 90% of the residential single family and condominium property owners could potentially meet the basic criteria for exemption this year.

Although many owner occupied properties could receive a valuation exemption of up to \$246,000, the tax rate for the entire residential class would increase dramatically. One scenario suggests a residential tax rate of \$26.81. As a result, while approximately 3,750 residential properties would receive a tax break under the Residential Exemption option about 2,529 residential properties, including all residential vacant land parcels, all non-owner occupied residential properties, and all properties assessed over the breakeven point of **\$780,700** will be subject to a higher tax bill than without the exemption.

The table on the next page shows a possible tax impact scenario if the maximum Residential exemption percentage of 35% is adopted in Sudbury.

*Please note; the Res tax is calculated based on last year's tax shift for the purpose of illustration only. In addition, the tax rate increase associated with the Sudbury Senior Means Exemption Program is not included in this scenario.*

Assessed value	Res tax 18.35	Adjusted tax/adjustment 26.81	Tax \$ impact of Residential Exemption
400,500	7,349	4,135	-3,214
500,000	9,175	6,803	-2,372
600,100	11,012	9,486	-1,525
700,000	12,845	12,165	-680
780,700	14,326	14,328	2
850,000	15,598	16,186	589
1,000,400	18,357	20,218	1,861
1,200,100	22,022	25,572	3,551
1,300,000	23,855	28,251	4,396
1,400,400	25,697	30,942	5,245
1,505,400	27,624	33,758	6,133
1,603,100	29,417	36,377	6,960
1,714,100	31,454	39,353	7,899
1,825,200	33,492	42,331	8,839
1,902,600	34,913	44,406	9,494
2,043,900	37,506	48,195	10,689
3,000,000	55,050	73,828	18,778

### Small Commercial Exemption

An exemption of up to 10% of the property valuation can be granted to commercial properties (not industrial) having one or more businesses employing 10 or fewer employees. Implementing this exemption requires increasing the CIP tax rate to offset lost revenues from qualifying properties.

For fiscal year 2020, 34 properties in the Town have been identified as meeting qualifying standards. Sudbury's nominal commercial class for fiscal year 2020 hosts 188 accounts. In addition, there are 8-mixed use/part commercial, 42-chapter land, and 19 industrial properties all of which would be subject to an increased tax rate generated by the adoption of a small commercial exemption. The class 3 value reduction for those qualifying properties if a 10% small commercial exemption is adopted is \$1,141,400 approximated with a corresponding tax rate increase of fourteen cents (for purposes of illustration we used a factor of 1.33 in our analysis). The average tax savings for the 34 accounts is approximately \$843/ account.

#### Considerations:

- a) The qualifying 34 taxpayers will receive a measurable tax benefit. Other small businesses (not qualifying) will bear the increased burden along with larger commercial and industrial properties.
- b) Twenty-three of the qualifying 34 accounts are commercial condominiums. However, within the same condominium complexes 64 units will not make the cut for different reasons. The properties are otherwise quite similar in size, use, and assessment.
- c) Many of the small businesses appearing on the Department of Unemployment Assistance (DET) list as qualifying will not benefit from the exemption, as they are tenants in larger commercial properties with assessed values exceeding the allowable \$1,000,000 cap.

Based on the foregoing, we can conclude the following:

- The vast majority of Sudbury's small businesses will not stand to benefit by adoption of this exemption, as they are tenants in strip malls, and other large commercial buildings.
- They in fact will be penalized by the increased tax rate. Mill Village is a good example of this. The property consists of 30+ small businesses.



Another example are the tenants at the Cummings building on Rte. 117 as well as the tenants in the various strip malls located on Route 20.

- As evidenced by the small number of eligible accounts this exemption program will provide tax relief to very few of Sudbury's small business properties. The majority of all small businesses will not benefit from the exemption.
- 

#### Small Commercial Exemption Communities

Auburn	10%
Avon	10%
Bellingham	10%
Berlin	10%
Braintree	10%
Chelmsford	10%
Dartmouth	10%
Erving	10%
New Ashford	10%
Seekonk	10%
Swampscott	10%
Westford	10%
Wrentham	10%
Somerset	10%
North Attleborough	5%

### Open Space Exemption

In addition to the above-mentioned options, there is one more option, which must be reviewed, although not applicable in Sudbury at this time. It is known as the Open Space Exemption.

In order for a municipality to utilize an open space exemption, the community must first have adopted the Open Space Class. This is an additional Classification created for some vacant land (Class 2). The definition of open space in this context is: *land which is not otherwise classified and which is not taxable under provisions of chapters 61, 61A or 61B, or taxable under a permanent conservation restriction, and which land is not held for the production of income but is maintained in an open or natural condition and which contributes significantly to the benefit and enjoyment of the public.*

The Open Space Class was developed to provide a tax break to land owners, as incentive to preserve open land or at least slow development. Adopting this Classification would result in a discount of the residential tax obligation of up to 25% for those parcels classified as open space. Any tax savings awarded to open space property owners will be subsidized by all other residential property owners. Bedford is the one community in the Commonwealth known to have adopted this option. Sudbury currently has over 75 parcels of land enrolled in the various chapter land programs. Accordingly, chapter land enrollment carries certain program withdrawal restrictions; including offering the municipality a right of first refusal to purchase, along with certain recapture tax penalties. If a community were to adopt this open space classification, any property classified as open space (not enrolled in chapter land programs) would receive the benefit of the favorable tax structure without any of the restrictions associated with the existing chapter land programs. Implementation of the Classification takes up to a year following written request of the Selectmen.

## VOTING THE EXEMPTIONS

The Selectmen cannot consider an **Open Space Discount** as the Town does not utilize the Class 2 Open Space Option, therefore the Open Space Discount cannot be considered and a vote is not justified.

### Example Vote(s) on Residential and/or Small Commercial Exemption Options:

1. This language including negative and affirmative options speaks to the Residential Exemption only:

**Motion:** [Not] to adopt a Residential Exemption for Fiscal Year 2020, or

**Motion:** [To] adopt a Residential Exemption for Fiscal Year 2020 of \_\_\_\_% of the **Average of all Residential Value** for those eligible residential properties, which will shift the burden within the Residential Class.

2. This language including negative and affirmative options speaks to the Small Commercial only:

**Motion:** [Not] adopt the Small Commercial Exemption for Fiscal Year 2020,

or

**Motion:** [To] adopt the Small Commercial Exemption for Fiscal Year 2020 business (as) on the DET list valued at less than \$1 million, which will shift the burden within the Commercial & Industrial Classes.

## ADDENDUM

### SUDBURY'S MEANS TESTED SENIOR TAX EXEMPTION

Finally, we are asking this evening that the Board vote on the cap to be used to fund the Sudbury Senior Means Tested Exemption Program for Fiscal year 2020. Section 3 of Chapter 169 of the Acts of 2012, specifies that the total cap on the exemptions granted by the act shall be set annually by the board of selectmen, within a range of .5 to 1 per cent of the residential property tax levy for the town of Sudbury. The vote is traditionally taken following the mandatory Classification Hearing votes.

Massachusetts Chapter 169 of the Acts of 2012 established, and Chapter 10 of the Acts of 2016 renewed a pilot program in Sudbury for granting certain qualified senior residents a measure property tax relief. Fiscal year 2020 is the seventh year of the program. The exemption is similar to the Residential Tax Exemption in that it shifts the tax burden from qualified residential property owners to other residential property owners. For Fiscal year 2014, the statute limited the total exemptions granted under the pilot program to a dollar cap equal to 0.5% of the residential levy (after any CIP shift). For Fiscal year 2019, the Select Board voted to increase the cap to 0.54%.

For fiscal year 2020, Selectmen have the option, if needed, to increase this percentage up to and including 1.0%.

Applications are required, and the Assessors administer this program for all applicants deemed qualified by the Board of Assessors. For fiscal year 2020, the Assessors received 109 applications and the Board of Assessors identified 106 applicants tentatively qualified to receive the exemption. In order for the Assessors to complete the necessary calculations, the Board of Selectmen must first vote the Residential Factor and CIP shift values for fiscal year 2020 in the Classification Hearing. That vote will determine a tentative residential tax rate, which will then be used in the calculations and result in an increase in the tentative residential tax rate.

For fiscal year 2020, the indicated need seems to point to a cap on the percentage of residential tax levy required to fund the program may be slightly less than last year's cap. Our calculations indicate the cap on the exemption percentage of the residential tax levy of .50% should be sufficient to fund the program for Fiscal year 2020.

The Act also provides an alternative to increasing the cap, whereby the income threshold may be adjusted above the nominal 10.0% until the need is reduced to fall within the cap.

Suggested Motion:

Vote in accordance with Chapter 169 of the Acts of 2012, the total FY2020 cap on the exemptions granted by the Means Tested Senior Tax Exemption shall be .50% of the residential property tax levy.



SUDBURY BOARD OF SELECTMEN

Tuesday, November 19, 2019

**TIMED ITEM**

**2: Franco's Trattoria Wine & Malt License Transfer Application**

REQUESTOR SECTION

Date of request:

Requestor: Logus Corp, DBA Franco's Trattoria

Formal Title: As the Licensing Authority for the Town of Sudbury, vote whether to approve the application of Logus Corp, d/b/a Franco's Trattoria, 365 Boston Post Rd., Sudbury, Manager Alexandre Alvarenga, for a Transfer of License for the Sale of Wine & Malt with Cordial Beverages, under G. L. Ch. 138, s.12, from Natalie's Restaurant, Inc., d/b/a Franco's Trattoria, Manager Franco Bruno.

Recommendations/Suggested Motion/Vote: As the Licensing Authority for the Town of Sudbury, vote whether to approve the application of Logus Corp, d/b/a Franco's Trattoria, 365 Boston Post Rd., Sudbury, Manager Alexandre Alvarenga, for a Transfer of License for the Sale of Wine & Malt with Cordial Beverages, under G. L. Ch. 138, s.12, from Natalie's Restaurant, Inc., d/b/a Franco's Trattoria, Manager Franco Bruno.

Background Information:  
Please see attached.

Financial impact expected:\$150 Application Fee

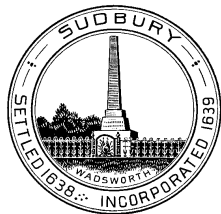
Approximate agenda time requested:

Representative(s) expected to attend meeting: Alex Nunes Alvarenga, Owner/Manager

Review:

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

11/19/2019 7:00 PM



## TOWN OF SUDBURY

Office of Selectmen  
www.sudbury.ma.us

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

Email: [bosadmin@sudbury.ma.us](mailto:bosadmin@sudbury.ma.us)

### LEGAL NOTICE TOWN OF SUDBURY

The Board of Selectmen, acting as the Licensing Authority of the Town of Sudbury, will hold a Public Hearing on Tuesday, November 19, 2019, at 7:45 p.m. in the Town Hall, 322 Concord Road, Sudbury, MA on the following application:

Application of Logus Corp, d/b/a Franco's Trattoria, 365 Boston Post Rd., Sudbury, Manager Alexandre Alvarenga, for a Transfer of License for the Sale of Wine & Malt with Cordial Beverages, under G. L. Ch. 138, s.12, from Natalie's Restaurant, Inc., d/b/a Franco's Trattoria, Manager Franco Bruno.

### BOARD OF SELECTMEN

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For publication: *Sudbury Town Crier* November 7, 2019

Date: October 29, 2019

cc: Applicants  
Building Department  
Fire Department  
Board of Health  
Police Department

# Franco's Trattoria

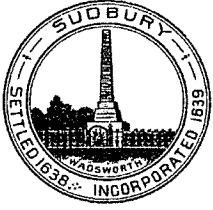
## Pledge of License Application

### Department Feedback

Department	Staff	Approve/Deny	Comments
Building Department	Andrew Lewis	Approved	An inspection was completed and there are no issues.
Fire Department	Chief Whalen	Approved	The Fire Department has no issues with this license transfer.
Health Department	Bill Murphy	Approved	The health department has no issues with this application.
Police Department	Chief Nix	Approved	The police department does not have an issue with the transfer.

Town Counsel (Brian Riley) reviewed application on 10/29/19. He noted areas of the application which were incomplete. The issues were brought to the applicant's attention to be addressed. No other issues were noted.





**TOWN OF SUDBURY**

*Office of Selectmen*  
*www.sudbury.ma.us*

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

Email: [selectmen@sudbury.ma.us](mailto:selectmen@sudbury.ma.us)

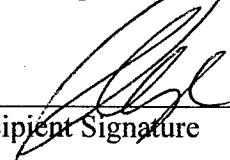
**Alcohol Rules & Regulations Acknowledgement Receipt**

Please complete the form below and return to:  
Selectmen's Office  
278 Old Sudbury Rd  
Sudbury, MA 01776

**I hereby acknowledge that I have received, read and understand the Town of Sudbury Alcohol Rules & Regulations.**

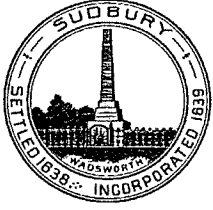
Business Name: Logus Corporation - DBA- Franco's Trattoria

Print Recipient Name: Alexandre Nunes Alvarenga

  
\_\_\_\_\_  
Recipient Signature

11/11/2019  
\_\_\_\_\_  
Date

Attachment2.c: Franco's Wine Malt and Cordials Application\_BOS (3547 : Franco's Trattoria Wine & Malt License Transfer Application)



# Town of Sudbury

Office of Selectmen  
www.sudbury.ma.us

Flynn Building  
278 Old Sudbury Rd  
Sudbury, MA 01776-1843  
978-639-3381  
Fax: 978-443-0756  
Email: [selectmensoffice@sudbury.ma.us](mailto:selectmensoffice@sudbury.ma.us)

## FOOD SERVICE REQUIREMENT RESTAURANTS THAT SERVE ALCOHOLIC BEVERAGES

In accordance with the Town of Sudbury Alcohol Rules & Regulations Food Service requirement below, please complete this form and return to the Selectmen's Office.

*Excerpt from Town of Sudbury Alcohol Rules & Regulations*

Food Service:

*A. Coinciding with the service of alcoholic beverages, licensees must serve food.*

*Following the close of the full menu, licensees must provide, at a minimum, five (5) assorted items up until thirty (30) minutes before closing. The proposed assorted items will be submitted to the LLA for approval upon request for the original license or renewal. The LLA will approve said items with the understanding that chips, pretzels, popcorn or similar snacks will not suffice.*

*B. Any deviation from the approved limited menu must be submitted to the LLA for approval.*

Business Name: Logus Corporation - DBA- Franco's Trattoria

Business Address: 365 Boston Post Rd, Sudbury, MA 01776

**A. If the full menu closes while alcohol continues to be served, complete below:**

*Items Served After Close of Full Menu, Until 30 Minutes Before Closing:*

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_

OR

**B. If the full menu is available the entire time that alcohol is served, check below:**

*The full menu is available the entire time that alcoholic beverages are served.*

Business Owner Signature:  Date: 11/11/2019

Please submit completed form to: Board of Selectmen, 278 Old Sudbury Rd, Sudbury, MA 01776

Attachment 2.c: Franco's Wine Malt and Cordials Application\_BOS (3547 : Franco's Trattoria Wine & Malt License Transfer Application)



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

RECEIVED  
 BOARD OF SELECTMEN  
 SUDBURY, MA

APPLICATION FOR A TRANSFER OF LICENSE

Municipality

2019 OCT 24 A 11:1

**1. TRANSACTION INFORMATION**

- Transfer of License  
 Alteration of Premises  
 Change of Location  
 Management/Operating Agreement
- Pledge of Inventory  
 Pledge of License  
 Pledge of Stock  
 Other
- Change of Class  
 Change of Category  
 Change of License Type  
 (\$12 ONLY, e.g. "club" to "restaurant")

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

**2. LICENSE CLASSIFICATION INFORMATION**

ON/OFF-PREMISES	TYPE	CATEGORY	CLASS
On-Premises-12	\$12 Restaurant	Wines & Malt Beverages with Cordials/Liquors Permit	Annual

**3. BUSINESS ENTITY INFORMATION**

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

Current or Seller's License Number  FEIN

Entity Name

DBA  Manager of Record

Street Address

Phone  Email

Add'l Phone  Website

**4. DESCRIPTION OF PREMISES**

Please provide a complete description of the premises to be licensed, including the number of floors, number of rooms on each floor, any outdoor areas to be included in the licensed area, and total square footage. If this application alters the current premises, provide the specific changes from the last approved description. You must also submit a floor plan.

Franco's Trattoria-Restaurant located: 365 Boston Post Rd, Sudbury, MA 01776- 01 Floor Unit with:  
 Kitchen, Pizza Station, Salad & Sandwich Station, 01 Restroom, 02 Entrances, 02 Exits, Seating Capacity 50,  
 Total Sq. Footage: 1860; Floor Plan Attached.

Total Sq. Footage	<input type="text" value="1860"/>	Seating Capacity	<input type="text" value="50"/>	Occupancy Number	<input type="text" value="1"/>
Number of Entrances	<input type="text" value="2"/>	Number of Exits	<input type="text" value="2"/>	Number of Floors	<input type="text" value="1"/>

**5. CURRENT OFFICERS, STOCK OR OWNERSHIP INTEREST**

Transferor Entity Name  By what means is the license being transferred?

List the individuals and entities of the current ownership. Attach additional pages if necessary utilizing the format below.

Name of Principal	Title/Position	Percentage of Ownership
<input type="text" value="Alexandre Nunes Alvarenga"/>	<input type="text" value="Pres/Manager"/>	<input type="text" value="100%"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

**6. PROPOSED OFFICERS, STOCK OR OWNERSHIP INTEREST**

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

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

Name of Principal	Residential Address	SSN	DOB	Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
<input type="text" value="Alexandre Nunes Alvarenga"/>	<input type="text" value="479 Northboro Rd West Unit 02, Marlborough, MA 01"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="President/Manager"/>	<input type="text" value="100%"/>	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

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

Name of Principal	Residential Address	SSN	DOB
<input style="width:100%;" type="text"/>	<input style="width:100%;" type="text"/>	<input style="width:100%;" type="text"/>	<input style="width:100%;" type="text"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
<input style="width:100%;" type="text"/>	<input style="width:100%;" type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
			MA Resident
			<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input style="width:100%;" type="text"/>	<input style="width:100%;" type="text"/>	<input style="width:100%;" type="text"/>	<input style="width:100%;" type="text"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
<input style="width:100%;" type="text"/>	<input style="width:100%;" type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
			MA Resident
			<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input style="width:100%;" type="text"/>	<input style="width:100%;" type="text"/>	<input style="width:100%;" type="text"/>	<input style="width:100%;" type="text"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
<input style="width:100%;" type="text"/>	<input style="width:100%;" type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
			MA Resident
			<input type="radio"/> Yes <input type="radio"/> No

Additional pages attached?  Yes  No

**CRIMINAL HISTORY**

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

Yes  No

**6A. INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE**

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

Name	License Type	License Name	Municipality

**6B. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE**

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

Name	License Type	License Name	Municipality

Attachment 2.c: Franco's Wine Malt and Cordials Application\_BOS (3547 : Franco's Trattoria Wine & Malt License Transfer Application)

**6C. DISCLOSURE OF LICENSE DISCIPLINARY ACTION**

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

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

**7. CORPORATE STRUCTURE**

Entity Legal Structure  Date of Incorporation   
 State of Incorporation  Is the Corporation publicly traded?  Yes  No

**8. OCCUPANCY OF PREMISES**

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

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

Please indicate by what means the applicant will occupy the premises

Landlord Name

Landlord Phone

Landlord Address

Lease Beginning Date

Rent per Month

Lease Ending Date

Rent per Year

Will the Landlord receive revenue based on percentage of alcohol sales?  Yes  No

**9. APPLICATION CONTACT**

The application contact is the person who the licensing authorities should contact regarding this application.

Name:

Phone:

Title:

Email:

Attachment 2.c: Franco's Wine Malt and Cordials Application\_BOS (3547 : Franco's Trattoria Wine & Malt License Transfer Application)

**10. FINANCIAL DISCLOSURE**

A. Purchase Price for Real Estate	
B. Purchase Price for Business Assets	\$245,000.00
C. Other* (Please specify)	
D. Total Cost	\$245,000.00

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

**SOURCE OF CASH CONTRIBUTION**

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

Name of Contributor	Amount of Contribution
Buyer Down Payment : Bank Statement Attached	\$ 75,000.00
Promissory Note By Seller/Seller's Attorney: Promissory Note Attached	\$170,000.00
Total:	\$245,000.00

**SOURCE OF FINANCING**

Please provide signed financing documentation.

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

**FINANCIAL INFORMATION**

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

**11. PLEDGE INFORMATION**

Please provide signed pledge documentation.

Are you seeking approval for a pledge?  Yes  No

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

To whom is the pledge being made?

Attachment 2.c: Franco's Wine Malt and Cordials Application\_BOS (3547 : Franco's Trattoria Wine & Malt License Transfer Application)

## 12. MANAGER APPLICATION

2.c

### A. MANAGER INFORMATION

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

Proposed Manager Name

Date of Birth

Residential Address

Email

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

### B. CITIZENSHIP/BACKGROUND INFORMATION

Are you a U.S. Citizen?\*

Yes  No \*Manager must be a U.S. Citizen

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

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

Yes  No

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

Date	Municipality	Charge	Disposition

### C. EMPLOYMENT INFORMATION

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

Start Date	End Date	Position	Employer	Supervisor Name
07/05/2004	current	REALTOR	Self Employed-Keller Williams Realty	

### D. PRIOR DISCIPLINARY ACTION

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

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

I hereby swear under the pains and penalties of p

ve provided in this application is true and accurate:

Manager's Signature



Date



### 13. MANAGEMENT AGREEMENT

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

Yes  No

If yes, please fill out section 13.

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

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

### 13A. MANAGEMENT ENTITY

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

Entity Name	Address	Phone
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>

Name of Principal	Residential Address	SSN	DOB
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>

Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>

Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>

Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>

Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

#### CRIMINAL HISTORY

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

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

Yes  No

### 13B. EXISTING MANAGEMENT AGREEMENTS AND INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Does any individual or entity identified in question 13A, and applicable attachments, have any direct or indirect, beneficial or financial interest in any other license to sell alcoholic beverages; and or have an active management agreement with any other licenses?

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

Name	License Type	License Name	Municipality

**13C. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE**

Has any individual or entity identified in question 13A, and applicable attachments, ever held a direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages, which is not presently held?

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

Name	License Type	License Name	Municipality

**13D. PREVIOUSLY HELD MANAGEMENT AGREEMENT**

Has any individual or entity identified in question 13A, and applicable attachments, ever held a management agreement with any other Massachusetts licensee?

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

Licensee Name	License Type	Municipality	Date(s) of Agreement

**13E. DISCLOSURE OF LICENSE DISCIPLINARY ACTION**

Have any of the disclosed licenses listed in question section 13B, 13C, 13D ever been suspended, revoked or cancelled?

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

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

**13F. TERMS OF AGREEMENT**

- a. Does the agreement provide for termination by the licensee? Yes  No
- b. Will the licensee retain control of the business finances? Yes  No
- c. Does the management entity handle the payroll for the business? Yes  No

d. Management Term Begin Date  e. Management Term End Date

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

- \$ per month/year (indicate amount)
- % of alcohol sales (indicate percentage)
- % of overall sales (indicate percentage)
- other (please explain)

**ABCC Licensee Officer/LLC Manager**

Signature:

Title:

Date:

**Management Agreement Entity Officer/LLC Manager**

Signature:

Title:

Date:

**ADDITIONAL INFORMATION**

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

I will provide any other information and/or answer any question to clarify the intention to my business get a Liquor license that is very important to continue to serve clients of more than a decade. Respectfully, Alexandre Nunes Alvarenga.

Attachment 2.c: Franco's Wine Malt and Cordials Application\_BOS (3547 : Franco's Trattoria Wine & Malt License Transfer Application)

**APPLICANT'S STATEMENT**


I, **Alexandre Nunes Alvarenga** the:  sole proprietor;  partner;  corporate principal;  LLC/LLP manager  
Authorized Signatory

of **LOGUS CORP (DBA) Franco's Trattoria**  
Name of the Entity/Corporation

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

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

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

Signature: 

Date: 10/22/2019

Title: President

Attachment 2.c: Franco's Wine Malt and Cordials Application\_BOS (3547 : Franco's Trattoria Wine & Malt License Transfer Application)

**CORPORATE VOTE**

The Board of Directors or LLC Managers of LOGUS CORP (DBA) Franco's Trattoria  
Entity Name

duly voted to apply to the Licensing Authority of Sudbury and the  
City/Town

Commonwealth of Massachusetts Alcoholic Beverages Control Commission on 10/18/19  
Date of Meeting

For the following transactions (Check all that apply):

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


"VOTED: To authorize Alexandre Nunes Alvarenga  
Name of Person

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

"VOTED: To appoint Alexandre Nunes Alvarenga  
Name of Liquor License Manager

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

A true copy attest,

  
 Corporate Officer /LLC Manager Signature

ALEXANDRE NUNES ALVARENGA  
 (Print Name)

For Corporations ONLY

A true copy attest,

\_\_\_\_\_  
 Corporation Clerk's Signature

\_\_\_\_\_  
 (Print Name)

Attachment 2.c: Franco's Wine Malt and Cordials Application\_BOS (3547 : Franco's Trattoria Wine & Malt License Transfer Application)

6. PROPOSED OFFICER, STOCK OR OWNERSHIP INTEREST (Continued...)

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

Entity Name	Percentage of Ownership in Entity being Licensed (Write "NA" if this is the entity being licensed)			
<input type="text"/>	<input type="text"/>			

Name of Principal	Residential Address	SSN	DOB
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

CRIMINAL HISTORY

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

<input type="radio"/> Yes <input type="radio"/> No
--

Attachment 2.c: Franco's Wine Malt and Cordials Application\_BOS (3547 : Franco's Trattoria Wine & Malt License Transfer Application)



**CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE**



NATALIE'S RESTAURANT INC  
365 BOSTON POST RD  
SUDBURY MA 01776-3023

000017

***Why did I receive this notice?***

The Commissioner of Revenue certifies that, as of the date of this certificate, NATALIE'S RESTAURANT INC is in compliance with its tax obligations under Chapter 62C of the Massachusetts General Laws.

This certificate doesn't certify that the taxpayer is compliant in taxes such as unemployment insurance administered by agencies other than the Department of Revenue, or taxes under any other provisions of law.

**This is not a waiver of lien issued under Chapter 62C, section 52 of the Massachusetts General Laws.**

***What if I have questions?***

If you have questions, call us at (617) 887-6400 or toll-free in Massachusetts at (800) 392-6089, Monday through Friday, 8:30 a.m. to 4:30 p.m..

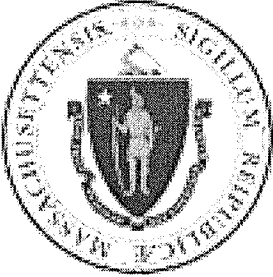
***Visit us online!***

Visit mass.gov/dor to learn more about Massachusetts tax laws and DOR policies and procedures, including your Taxpayer Bill of Rights, and MassTaxConnect for easy access to your account:

- Review or update your account
- Contact us using e-message
- Sign up for e-billing to save paper
- Make payments or set up autopay

Edward W. Coyle, Jr., Chief  
Collections Bureau

Attachment2.c: Franco's Wine Malt and Cordials Application\_BOS (3547 : Franco's Trattoria Wine & Malt License Transfer Application)



**The Commonwealth of Massachusetts  
William Francis Galvin**

Minimum Fee: \$250.00

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

**Articles of Organization**

(General Laws, Chapter 156D, Section 2.02; 950 CMR 113.16)

Identification Number: 001400525

**ARTICLE I**

The exact name of the corporation is:

LOGUS CORP

**ARTICLE II**

Unless the articles of organization otherwise provide, all corporations formed pursuant to G.L. C156D have the purpose of engaging in any lawful business. Please specify if you want a more limited purpose:

FULL SERVICE RESTAURANT - PIZZERIA

**ARTICLE III**

State the total number of shares and par value, if any, of each class of stock that the corporation is authorized to issue. All corporations must authorize stock. If only one class or series is authorized, it is not necessary to specify any particular designation.

Class of Stock	Par Value Per Share Enter 0 if no Par	Total Authorized by Articles of Organization or Amendments		Total Issued and Outstanding Num of Shares
		Num of Shares	Total Par Value	
CNP	\$0.00000	100	\$0.00	100

G.L. C156D eliminates the concept of par value, however a corporation may specify par value in Article III. See G.L. C156D Section 6.21 and the comments thereto.

**ARTICLE IV**

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

**ARTICLE V**

Attachment2.c: Franco's Wine Malt and Cordials Application\_BOS (3547 : Franco's Trattoria Wine & Malt License Transfer Application)



**Note: The preceding six (6) articles are considered to be permanent and may be changed only by filing appropriate articles of amendment.**

#### ARTICLE VII

The effective date of organization and time the articles were received for filing if the articles are not rejected within the time prescribed by law. If a *later* effective date is desired, specify such date, which may not be later than the *90th day* after the articles are received for filing.

**Later Effective Date:** 9/5/2019 **Time:** 10:00 AM

#### ARTICLE VIII

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

**a,b. The street address of the initial registered office of the corporation in the commonwealth and the name of the initial registered agent at the registered office:**

Name: ALEXANDRE N ALVARENGA  
 No. and Street: 365 BOSTON POST RD  
 City or Town: SUDBURY State: MA Zip: 01776 Country: USA

**c. The names and street addresses of the individuals who will serve as the initial directors, president, treasurer and secretary of the corporation (an address need not be specified if the business address of the officer or director is the same as the principal office location):**

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
PRESIDENT	ALEXANDRE N ALVARENGA	479 NORTHBORO RD WEST UNIT 2 MARLBOROUGH, MA 01752 USA
TREASURER	ALEXANDRE N ALVARENGA	479 NORTHBORO RD WEST UNIT 2 MARLBOROUGH, MA 01752 USA
SECRETARY	ALEXANDRE N ALVARENGA	479 NORTHBORO RD WEST UNIT 2 MARLBOROUGH, MA 01752 USA
VICE PRESIDENT	ALEXANDRE N ALVARENGA	479 NORTHBORO RD WEST UNIT 2 MARLBOROUGH, MA 01752 USA
DIRECTOR	ALEXANDRE N ALVARENGA	479 NORTHBORO RD WEST UNIT 2 MARLBOROUGH, MA 01752 USA

**d. The fiscal year end (i.e., tax year) of the corporation:**  
 December

**e. A brief description of the type of business in which the corporation intends to engage:**

FULL SERVICE PIZZERIA

located (post office boxes are not acceptable):

No. and Street: 365 BOSTON POST RD  
 City or Town: SUDBURY State: MA Zip: 01776 Country: USA

which is

its principal office  an office of its transfer agent  
 an office of its secretary/assistant secretary  its registered office

**Signed this 4 Day of September, 2019 at 6:30:41 PM by the incorporator(s).** *(If an existing corporation is acting as incorporator, type in the exact name of the business entity, the state or other jurisdiction where it was incorporated, the name of the person signing on behalf of said business entity and the title he/she holds or other authority by which such action is taken.)*

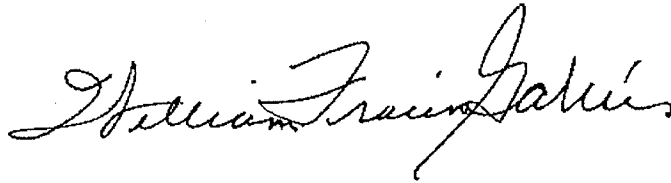
ALEXANDRE N ALVARENGA

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THE COMMONWEALTH OF MASSACHUSETTS

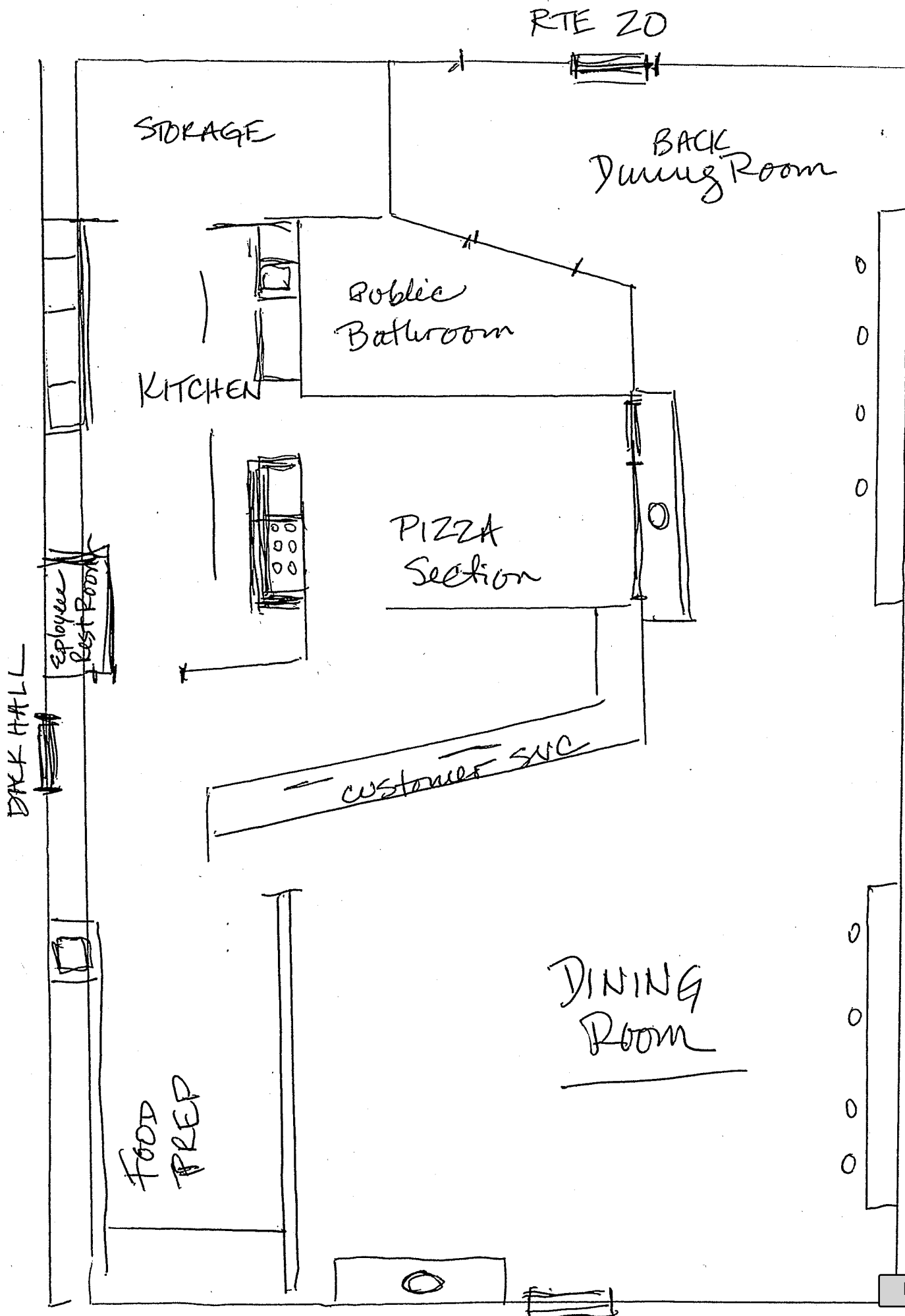
I hereby certify that, upon examination of this document, duly submitted to me, it appears that the provisions of the General Laws relative to corporations have been complied with, and I hereby approve said articles; and the filing fee having been paid, said articles are deemed to have been filed with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

September 04, 2019 06:28 PM



WILLIAM FRANCIS GALVIN

*Secretary of the Commonwealth*





SUDBURY BOARD OF SELECTMEN  
Tuesday, November 19, 2019

**TIMED ITEM**

**3: Fairbank presentation and joint mtg with COA, SPS, P&R**

REQUESTOR SECTION

Date of request:

Requestor: Chairman Carty

Formal Title: Joint meeting with Park & Recreation Commission, Council on Aging, and Sudbury Public School Committee. Discussion and update with architect regarding Fairbank Community Center cost estimate. Making presentation will be: Ned Collier, Principal, and Mark McKevez, Project Designer, both of ICON Architecture.

Recommendations/Suggested Motion/Vote: **Joint meeting with Park & Recreation Commission, Council on Aging, and Sudbury Public School Committee.** Discussion and update with architect regarding Fairbank Community Center cost estimate. Making presentation will be: Ned Collier, Principal, and Mark McKevez, Project Designer, both of ICON Architecture.

Background Information:

Financial impact expected:

Approximate agenda time requested:

Representative(s) expected to attend meeting: From ICON Architecture: Ned Collier, Principal, and Mark McKevez, Project Designer

Review:

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

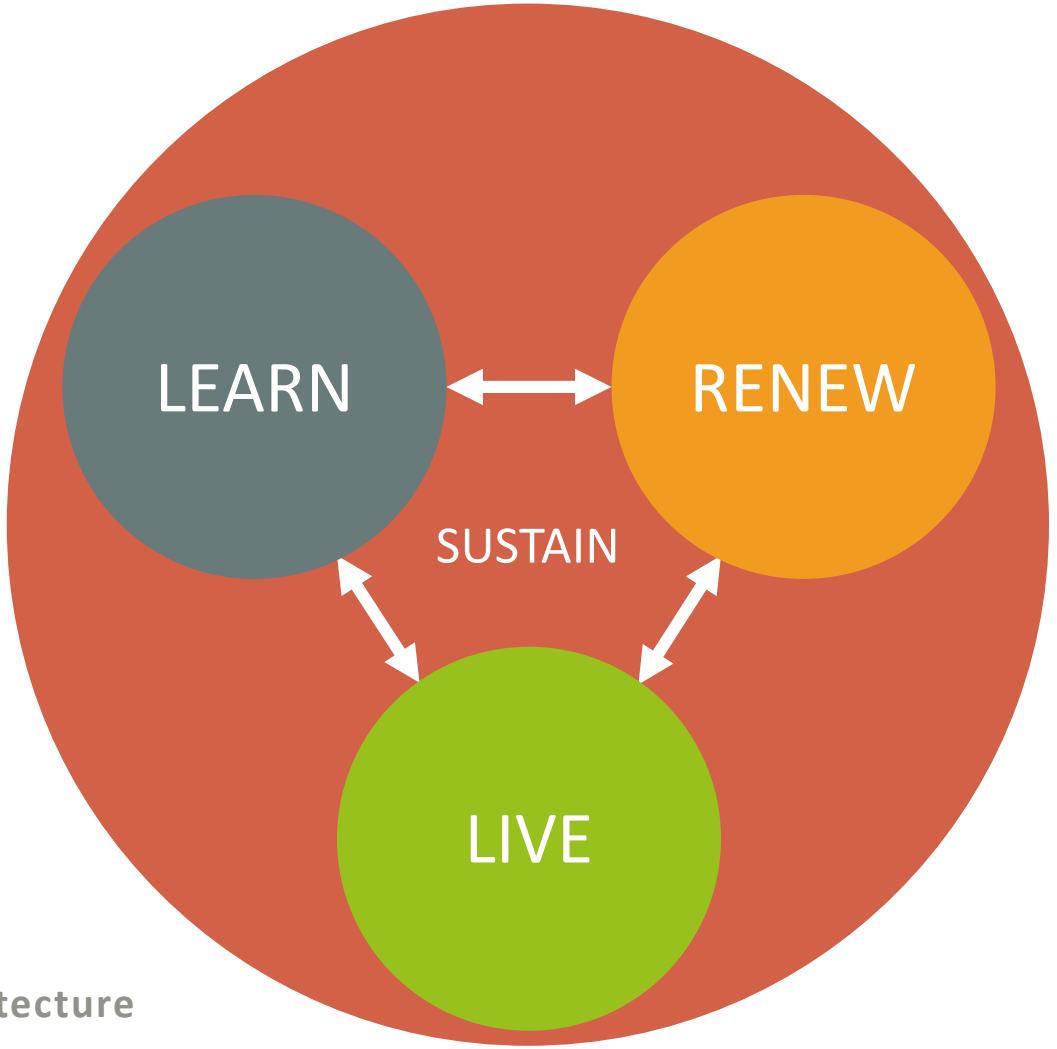
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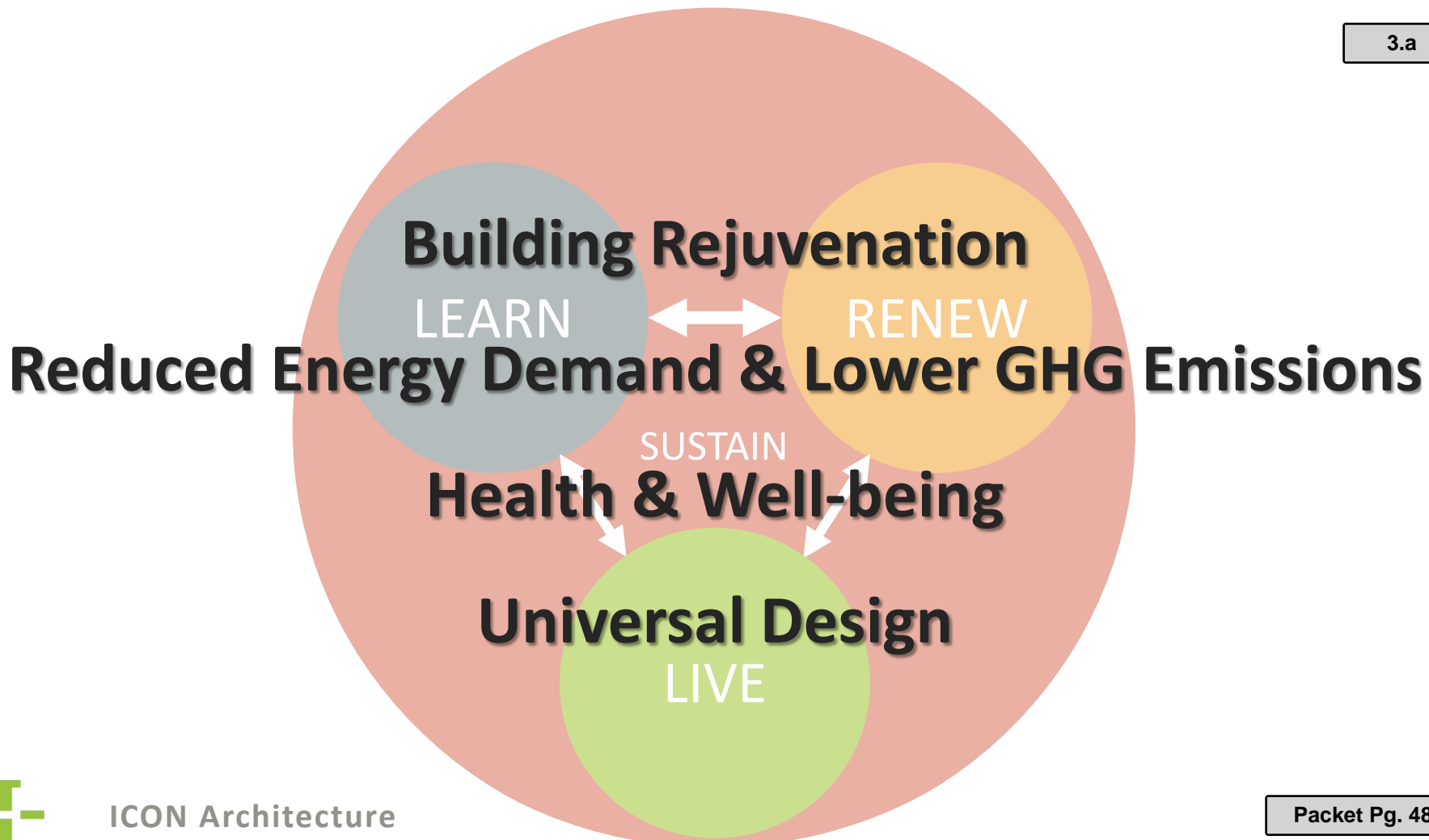


# FAIRBANK COMMUNITY CENTER

**Town of Sudbury**

November 19, 2019









CITY HALL CAMPUS  
CITY OF FITCHBURG, MA



ONE CANAL  
BOSTON, MA



SIMPKINS SCHOOL RESIDENCES  
SOUTH YARMOUTH, MA

3.a



PERFORMING ARTS CENTER  
CITY OF NASHUA, NH



KARPOVICH READING ROOM  
SPRINGFIELD, MA

Attachment 3.a: Fairbank Presentation - ICON 11-19-20 (3520 :



## A Feasibility Study Is:

- Analysis – space program, costs, schedule, site and environmental conditions
- Assessment – existing conditions - site and building survey, evaluate pros and cons of alternate plans
- Identification – risks and opportunities
- Determination – practicality/viability of proposed plan

## What It Is Not:

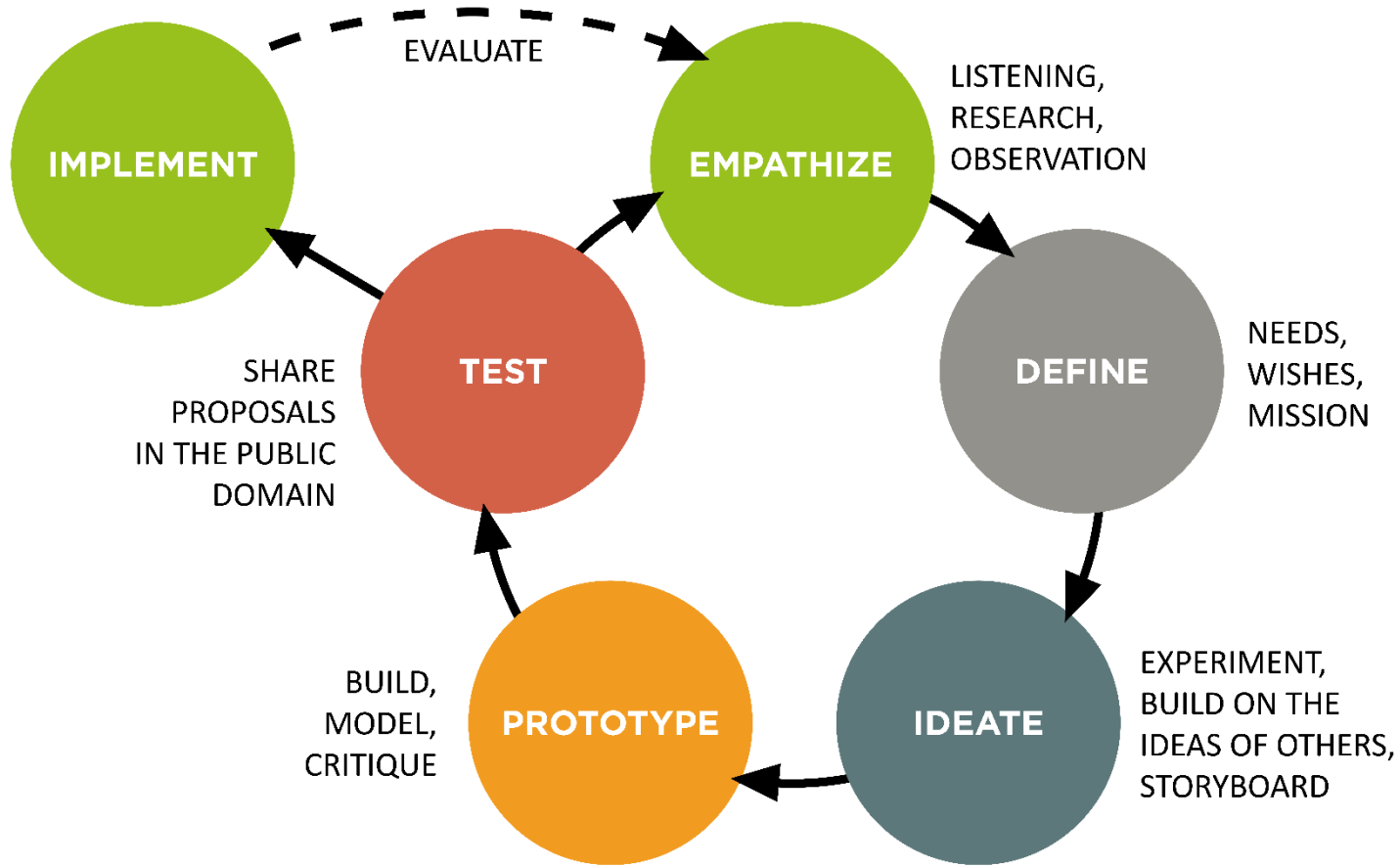
- A design
- An architect's opinion of what the program and client goals should be
- A comprehensive review of building codes, which is part of the design process
- A lofty, unattainable proposal

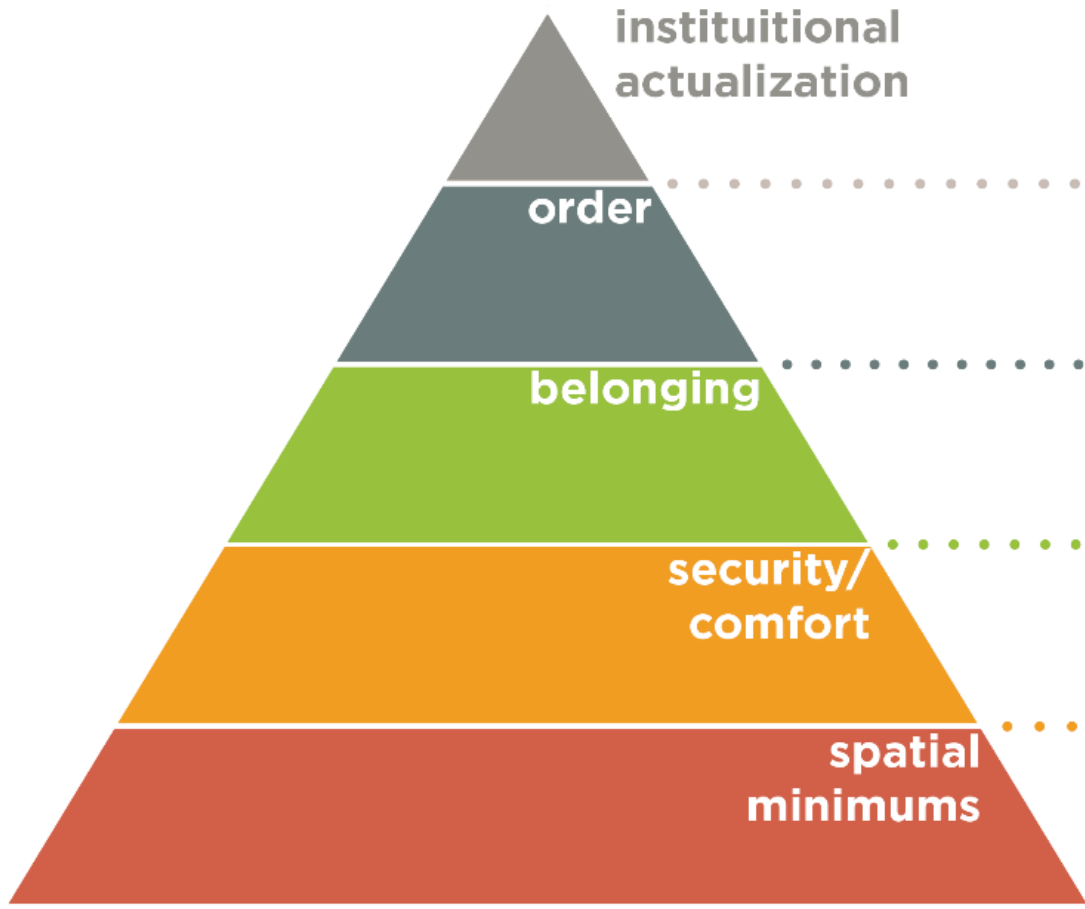


## Assess practicality of a new Fairbank Community Center

- Survey existing conditions
- Collaborate with stakeholders to determine needs
- Investigate programmatic efficiencies
- Rationally identify strengths and weaknesses
- Study multiple site and planning options
- Publish consensus program solution
- Establish cost parameters
- Deliver statement of probable costs and conceptual program diagrams







**institutional actualization**

Provide a building program that enables institutions to be the most they can be

**order**

Determine spatial importance: rank which spaces will get architectural attention

**belonging**

Determine positional requirements: adjacencies/ clusters/synergies

**security/comfort**








Determine comfort requirements: MEP/FP/lighting/sound

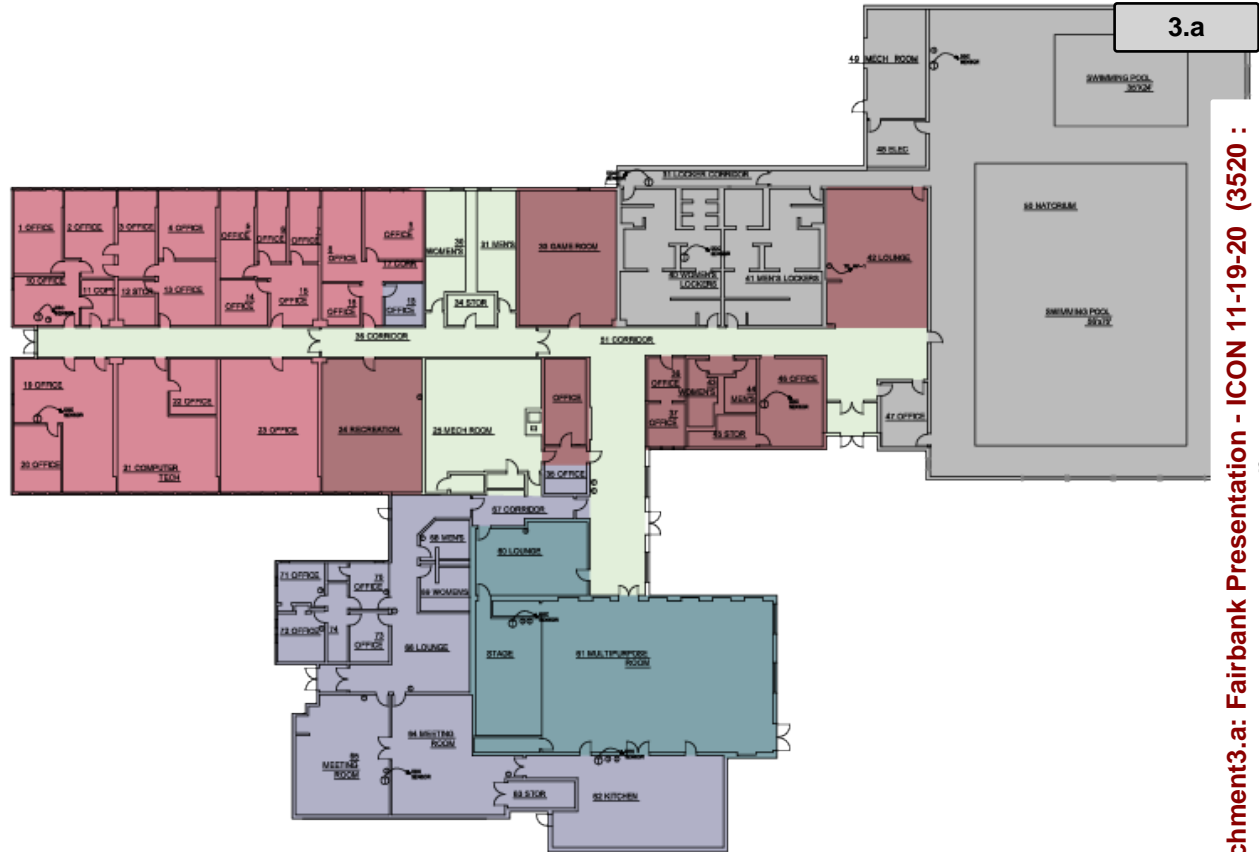
**spatial minimums**

Determine spatial requirement area/volume

Attachment 3.a: Fairbank Presentation - ICON 11-19-20 (3520 :



	COMMON SPACE	5,181 GSF
	SHARED SPACE	589 GSF
	GYM/STAGE (SHARED)	3,518 GSF
	SENIOR CENTER	5,724 GSF
	PUBLIC SCHOOLS	6,941 GSF
	RECREATION	4,590 GSF
	AQUATICS	14,361 GSF
	<b>TOTAL GSF</b>	<b>40,904 GSF</b>



- Existing space isn't high quality
- Existing building is very deep - limited daylighting possibilities
- Already multiple additions
- High performing envelope becomes more challenging and expensive
- 15% cost difference between renovation and new; however, less risk
- Site Issues





- Library/Community Center – Providence, RI
  - 65,000 GSF - \$560/SF
- Community Center – Connecticut
  - 35,000 GSF – \$550/SF
- Community Center – Massachusetts
  - 50,000 GSF - \$525/SF

The current proposal would have been priced at \$23.5M two and half years ago.  
(Roughly 14% escalation)





For Sudbury Community Center:

- Range \$515 - \$525/GSF
- Gymnasia \$385/GSF

Cost/GSF includes:

- Site demolition
- Robust wall assemblies (durability)
- Commercial or catering kitchen
- Audio/Visual integration within (some) program rooms
- Multiple cladding options – brick, curtain wall, etc.
- Site work (playing courts, gardens, parking, etc.)
- VRF HVAC system - individual control/comfort

This is a medium-sized building, and there are limited economies of scale; smaller buildings cost more.



Add 30% to the Estimated Cost of Construction (ECC) for Total Project Cost (TPC).

The TPC includes:

- Owner's contingency
- Furniture, Fixtures and Equipment (FF+E)
- Design team fees
- Utility fees
  - However, there are typically some rebates
- Specialty consultants
  - Hazmat
  - Geotech
  - Survey



Existing Building Program Summary	GSF
Common Areas	5181
Shared Spaces	589
Senior Center	5724
Sudbury Public Schools	6941
Recreation Center	4590
Aquatics	14361
Gymnasium, Stage, and Storage (Shared)	3518
<b>Existing Building</b>	<b>40904</b>

Building Program Summary	Nov 7 - GSF
Common Areas	4069
Shared Spaces	8179
Senior Center	5754
Sudbury Public Schools	7713
Recreation Center	11700
Aquatics (Not in Building Program Total)	14361
Gymnasium	5160
<b>Total Proposed Building Program with Aquatics</b>	<b>56936</b>
<b>Total Proposed Building Program for New Construction</b>	<b>42575</b>

**Senior Center**

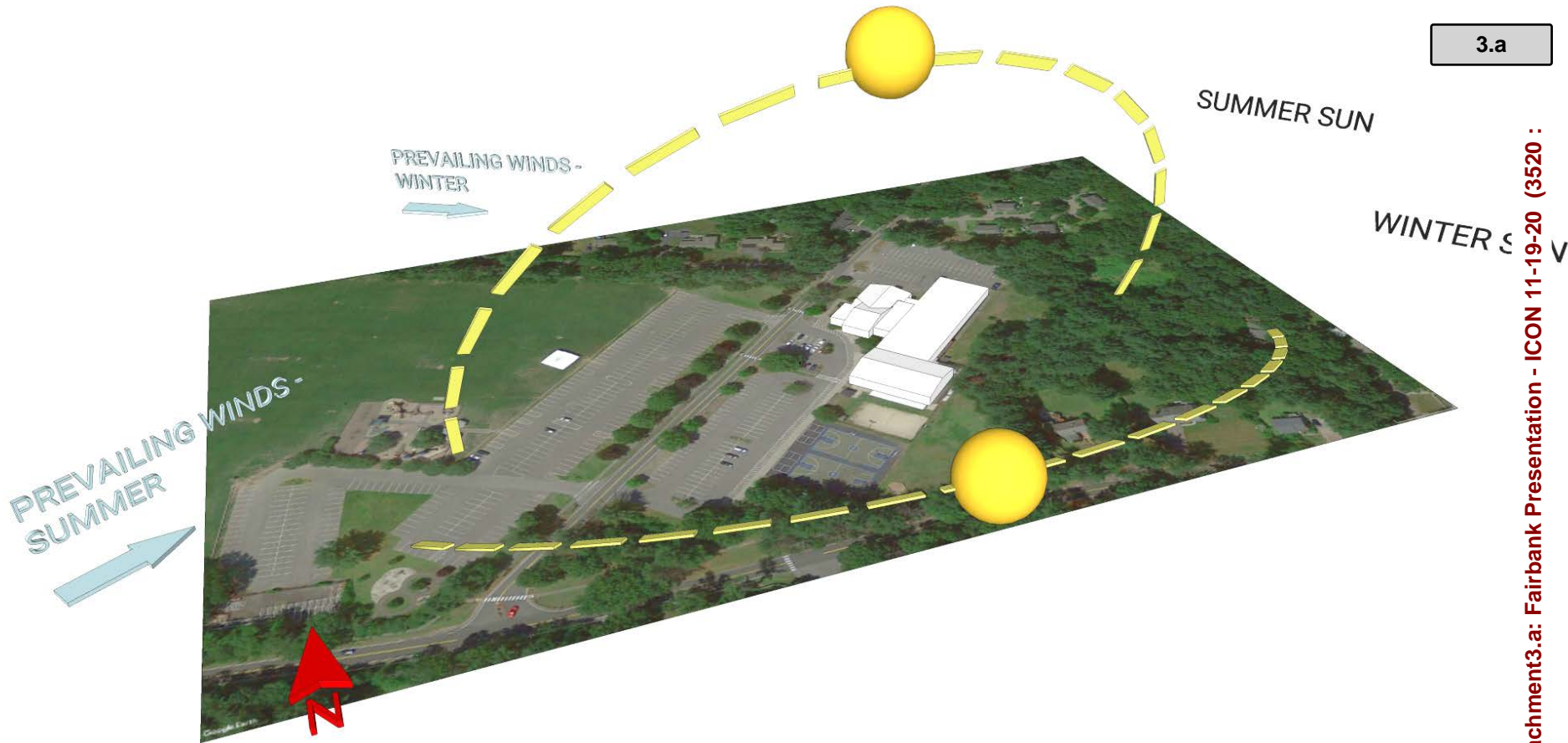
Dedicated: 5,754 GSF  
 Aggregate: 15,289 GSF

**Recreation Center**

Dedicated: 11,700 GSF  
 Aggregate: 21,235 GSF

**Emergency Shelter**

12,490 GSF



Attachment 3.a: Fairbank Presentation - ICON 11-19-20 (3520 :





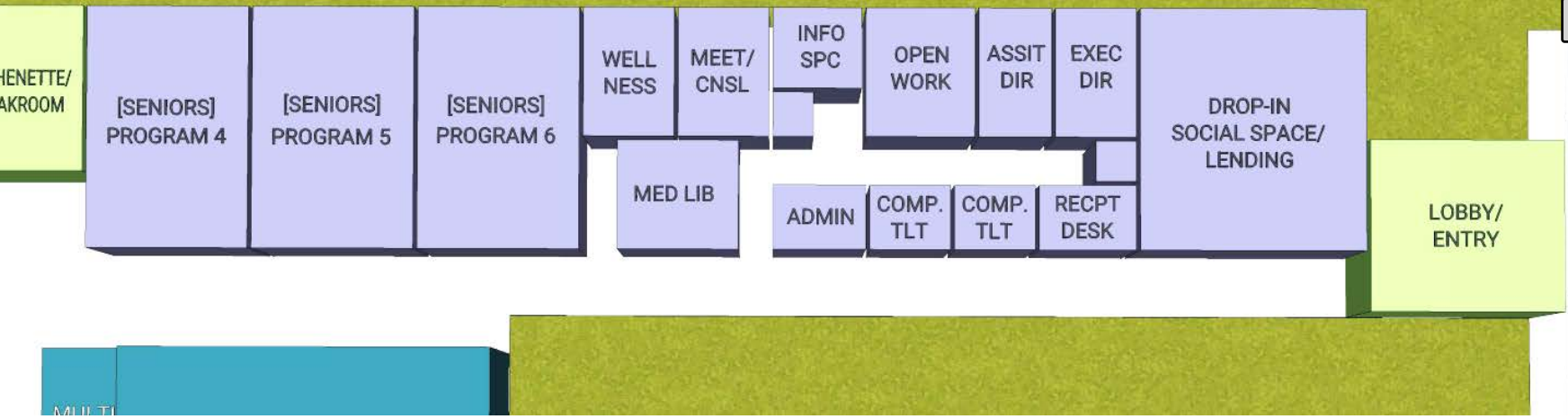


3.a

Attachment 3.a: Fairbank Presentation - ICON 11-19-20 (3520 :





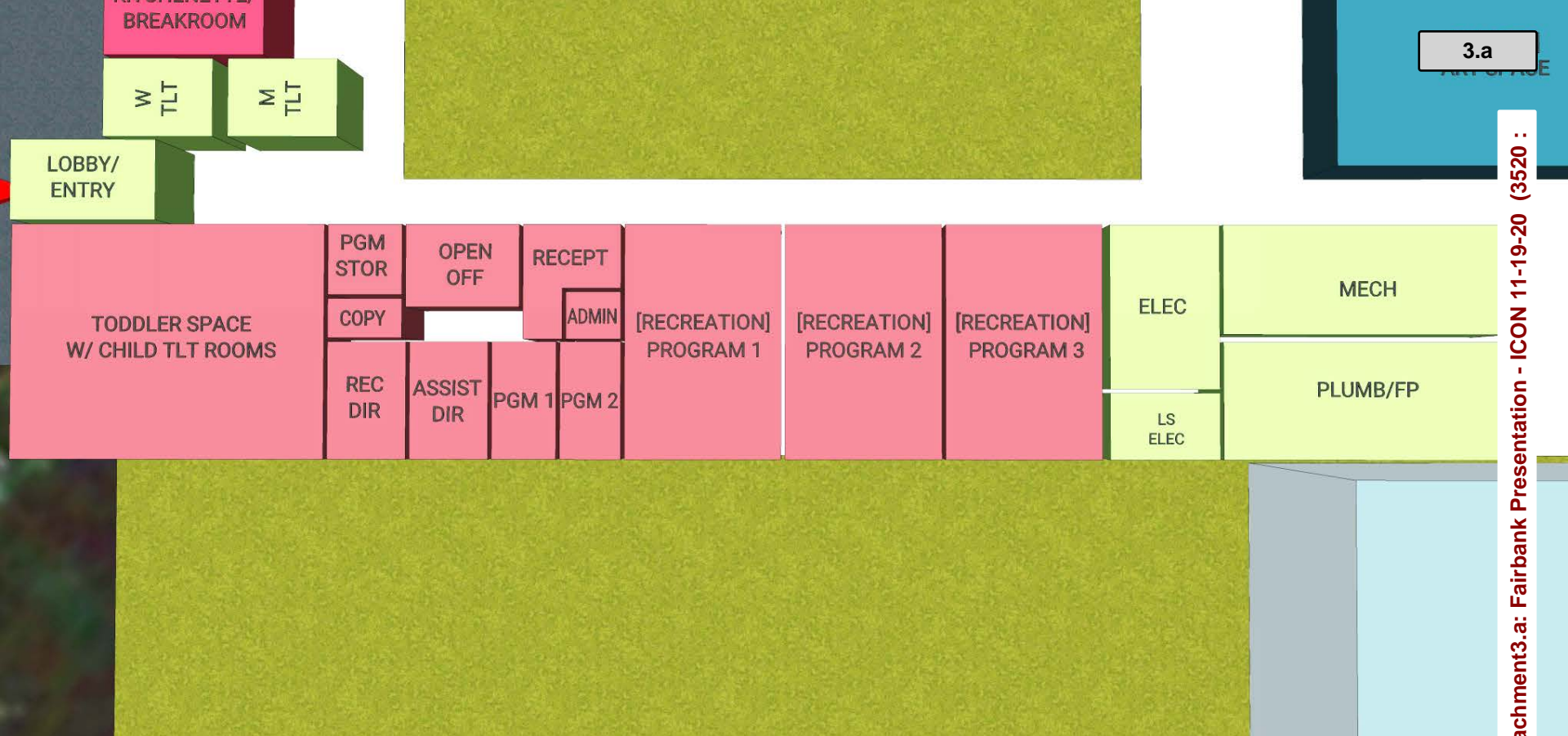


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Attachment 3.a: Fairbank Presentation - ICON 11-19-20 (3520 :)

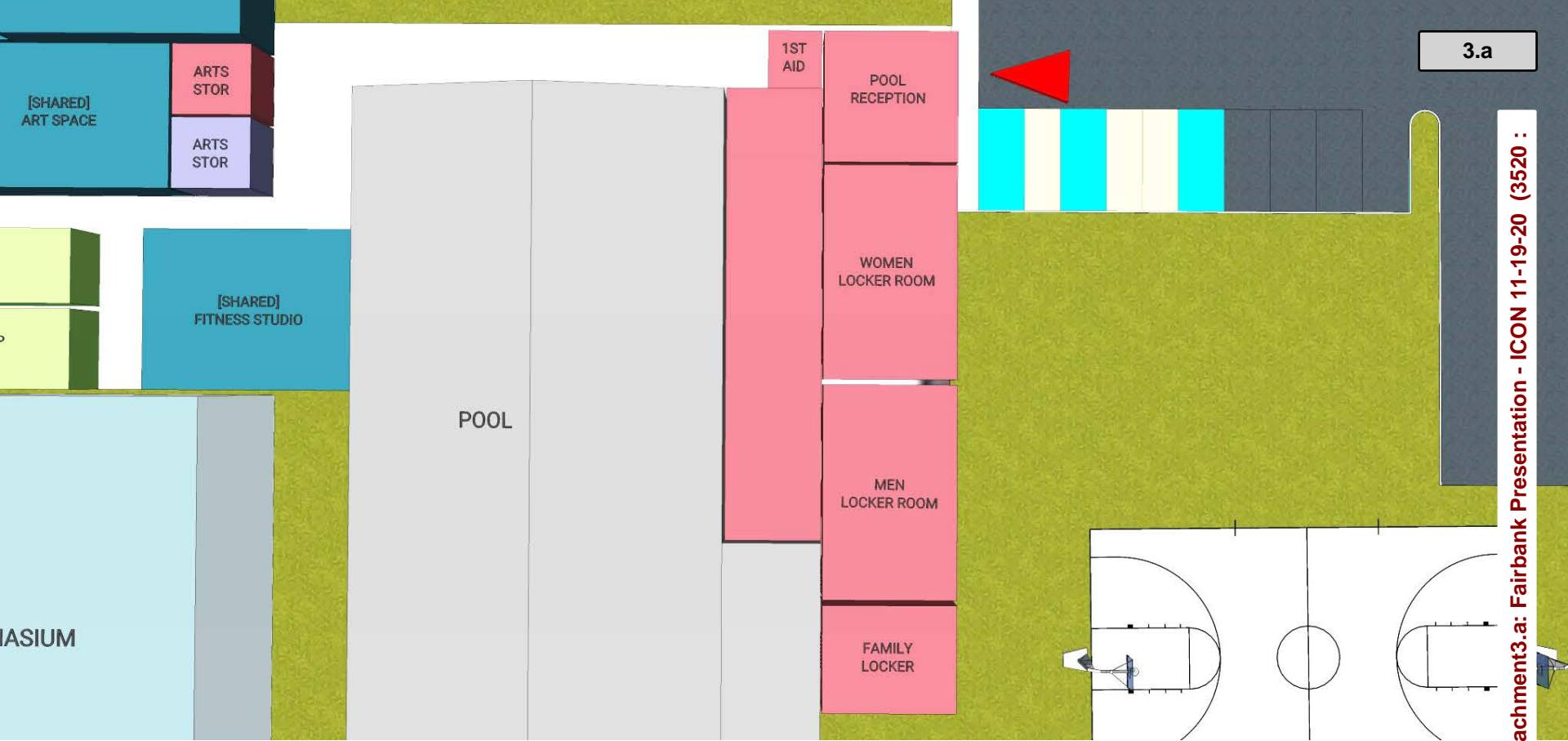






Attachment 3.a: Fairbank Presentation - ICON 11-19-20 (3520 :

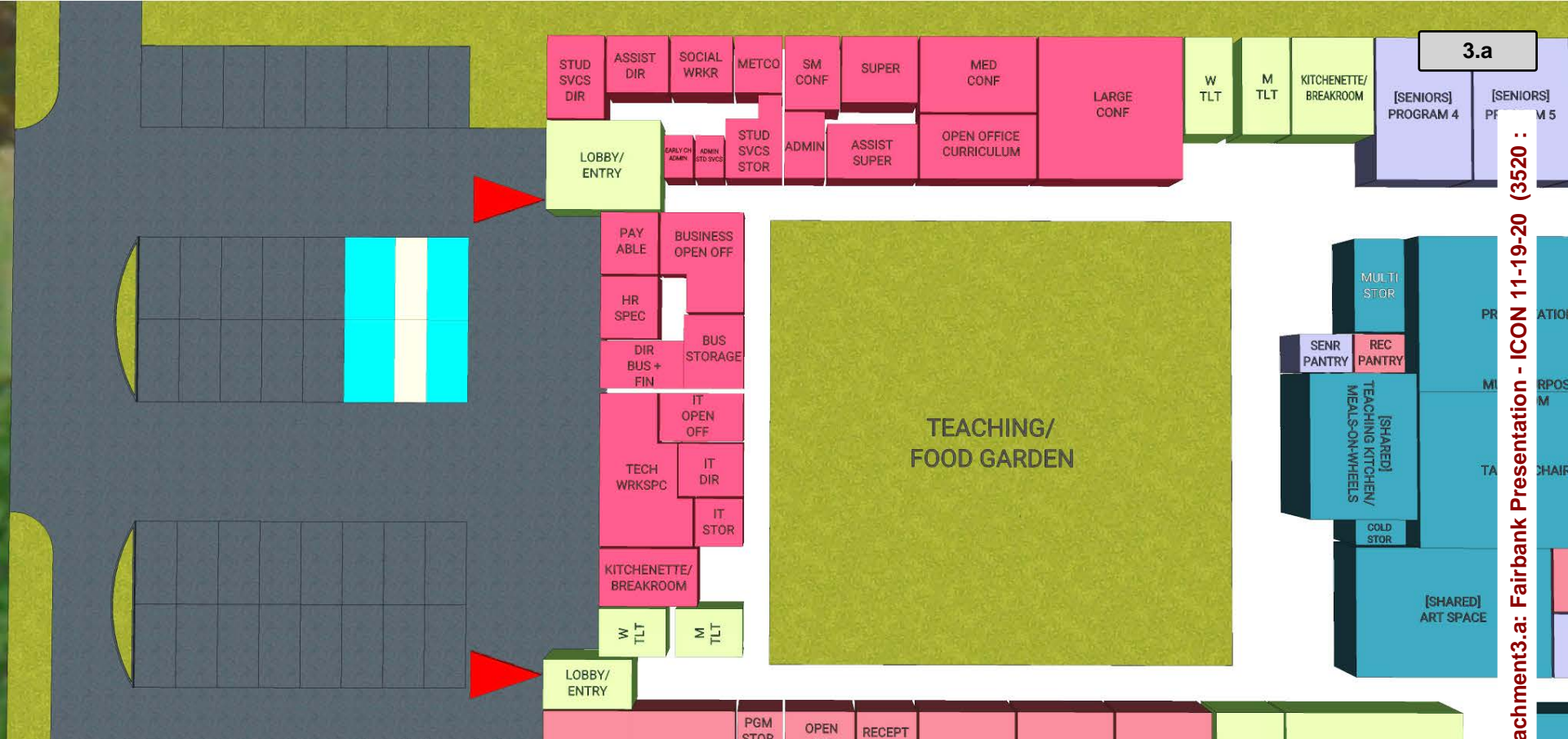




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Attachment 3.a: Fairbank Presentation - ICON 11-19-20 (3520 :





3.a

Attachment 3.a: Fairbank Presentation - ICON 11-19-20 (3520 :





3.a

Attachment 3.a: Fairbank Presentation - ICON 11-19-20 (3520 :





Attachment 3.a: Fairbank Presentation - ICON 11-19-20 (3520 :

COMMON AREAS		Nov 7 - Net SF	Comments
<b>Vestibules, Toilet Rooms, Mechanicals</b>			
Building Lobby		700	
Entry Vestibule		130	
Pool Vestibule		120	
Shared Breakroom/Kitchenette (Rec/Senior Ctr)		240	
Men's Restroom		450	Two 2-Fixture Toilet Rooms, One 3-Fixture
Women's Restroom		450	Two 2-Fixture Toilet Rooms, One 3-Fixture
Elec		180	
Life Safety Elec		100	
Plumb/FP		200	
Mech		400	Current NSF includes all MEP/FP
<b>Common Areas Total Gross Square Feet</b>		<b>2970</b>	
<b>Net to Gross 1.37</b>		<b>4069</b>	

SHARED SPACES		Nov 7 - Net SF	Comments
Multipurpose Room		3000	
Multipurpose Storage		200	
Commercial Kitchen		650	Adjacent multipurpose, and maybe Senior Social space
Commercial Kitchen Walk-in Cold Storage		80	
Commercial Kitchen Storage		40	
Fitness Studio		1000	
Art Space		1000	Part of Teen Center
<b>Shared Spaces Total Gross Square Feet</b>		<b>5970</b>	
<b>Net to Gross 1.37</b>		<b>8179</b>	



SENIOR CENTER		Nov 7 - Net SF	Comments
<b>Administrative Area</b>			
Executive Director		150	
Assistant Director (future Position)/ Program Coordinator		120	
Administrative Assistant		95	
Information Specialist		95	
Workspace for 4 (grant employees & volunteers)		150	
Small Meeting Room/Counseling		150	
Wellness Office		160	
Copy/Supplies		80	
Coat Closet			In net-to-gross
<b>Subtotal</b>		<b>1000</b>	
<b>Program Spaces and Storage Spaces</b>			
Drop-in Social Space/Lending Library		800	
Reception Area		80	
Arts & Crafts Storage		100	
Kitchen Pantry		60	
Program Room 4		600	
Program Room 5		600	
Program Room 6		600	
General Storage			In net-to-gross
<b>Subtotal</b>		<b>2840</b>	2510-Project Estimations Spreadsheet
<b>Department Back-of House</b>			
Companion Toilet Rooms		160	One for each gender
Medical Equipment Lending Library		200	
<b>Subtotal</b>		<b>360</b>	
<b>Senior Center Total Gross Square Feet</b>		<b>4200</b>	
<b>Net to Gross 1.37</b>		<b>5754</b>	



SCHOOL ADMINISTRATION		Nov 7 - Net SF	Comments
<b>Front-of-House</b>			
Lobby/Waiting/Entry		300	
Security		50	
	<b>Subtotal</b>	<b>350</b>	
<b>Administration</b>			
Superintendent		225	
Executive Assistant		55	
	<b>Subtotal</b>	<b>280</b>	
<b>Administration and Curriculum</b>			
Assistant Superintendent		225	
Open office for:			
Math Curriculum Coordinator		60	
Humanities Curriculum Coordinator		60	
Science Curriculum Coordinator		60	
Science Coach		60	
Wellness Curriculum Specialist		60	
Storage		100	
	<b>Subtotal</b>	<b>625</b>	
<b>Student Services</b>			
Student Services Director		150	
Assistant Student Services Director		100	
Social Worker/Team Chair		100	
METCO Director		100	
Admin Assistant to Student Services		55	
Early Childhood Admin Assistant		55	
Storage - Active - IEP's /Documents		60	
Storage - Long Term		100	
	<b>Subtotal</b>	<b>720</b>	
<b>Business and Finance</b>			
Director of Business and Finance		150	





HR Specialist	100	
Accounts Payable Accountant	100	
Open Office for:		
Payroll Clerk	55	
Business Office Clerk 1	55	
Business Office Clerk 2	55	
Mail Clerk	55	
Dedicated work space for visitors	55	
Dedicated work space for visitors	55	
Storage -Active -Payroll	60	
Storage -Active - HR	60	
Storage - Long Term -Payroll	60	
Storage - Long Term -HR	60	
<b>Subtotal</b>	<b>920</b>	

<b>Information Technology</b>		
Director of Technology	100	
Open Office for:		
Network Specialist	55	
Elementary Tech. Specialist	60	
Data Specialist	55	
Storage for Tech	100	
Technology Workspace (Server Room?)	500	
<b>Subtotal</b>	<b>870</b>	

<b>Conference Room and Back-of-House</b>		
Conference (Small 1-6 People)	180	To be adjacent to Superintendent
Conference (Medium 1-15 People)	360	
Conference/Curriculum Development (Large 13-30 People)	1000	
Kitchenette/Break Room	225	Strong Preference for separate break area
Copy Room/Storage	100	
Custodial		In net-to-gross
<b>Subtotal</b>	<b>1865</b>	

<b>Sudbury Public Schools Total Gross Square Feet</b>	<b>5630</b>	
<b>Net to Gross 1.37</b>	<b>7713</b>	



<b>Administration</b>		
Reception (covers Building Lobby & Rec. Dept.)	100	
Director's Office	150	
Assistant Director & Office Coordinator Office	150	
Admin. Assistant	40	
Common Office	160	
Program Office 1 (Program & Youth Coordinator)	100	
Program Office 2 (Rec. & Fitness Programming)	100	
Copy/Supplies	60	
<b>Subtotal</b>	<b>860</b>	

<b>Program Space</b>		
Program Room 1	600	
Program Room 2	600	
Program Room 3	600	
Preschool Space with integral child toilet rooms	1200	
Arts & Crafts Storage	60	
Camp/Off Season Storage	100	
Gymnasium	4960	
Gymnasium Storage	200	
<b>Subtotal</b>	<b>8320</b>	
<b>Subtotal Less Gym</b>	<b>3160</b>	Gymnasium carried separately above

<b>Aquatics</b>		
Pool Lobby & Reception	400	50% in net-to-gross factor
Existing Pool Space	10800	Existing
Addition - Bleacher Seating/Aquatics Office	1500	To square off existing adjacent area
Pool Storage		Existing
Pool Filtration	420	Existing
Pool Electrical	191	Existing
Pool Mech/Support	770	Existing
Aquatics Office	250	Existing
First Aid Treatment	120	
Pool Locker Rooms - Men	1000	
Pool Locker Rooms - Women	1000	
Family Changing Room	500	Companion Changing internal
<b>Subtotal</b>	<b>4520</b>	New Construction/Existing spaces excluded

Recreation Center Total Gross Square Feet	8540
Net to Gross 1.37	11700

**Attachment 3.a: Fairbank Presentation - ICON 11-19-20 (3520 :**

**Current Construction Cost Estimates**

<b>Subtotal without Gymnasium</b>	<b>\$ 19,293,570.50</b>
DCAMM 30% Multiplier for Soft Costs	\$ 5,788,071.15
<b>Preliminary Total Project Cost</b>	<b>\$ 25,081,641.65</b>

For Senior, SPS, Rec and shared spaces - \$515/SF	\$ 17,981,070.50
For Recreation Center Locker Rooms - \$525/SF	\$ 1,312,500.00
For Gymnasium - \$385/SF	\$ 1,986,600.00
<b>Subtotal</b>	<b>\$ 21,280,170.50</b>
DCAMM 30% Multiplier for Soft Costs	\$ 6,384,051.15
<b>Preliminary Total Project Cost</b>	<b>\$ 27,664,221.65</b>

Gym requires an additional \$300-350K FF



# E-ICON ARCHITECTURE

# OVERALL PROJECT BUDGET WORKSHEET

Fairbank Community Center  
 Sudbury, MA  
 19-Nov-19

1	<b>BUILDER'S RISK INSURANCE</b>	In Construction Cost	\$0.00
2	<b>ARCHITECTURAL &amp; ENGINEERING FEES</b>	Feasibility Study + 8% of Construction	\$1,884,640.00
3	<b>ADDITIONAL DESIGN &amp; PROFESSIONAL SERVICES</b>	Commissioning	\$50,000.00
4	<b>CONSTRUCTION COST</b>		
	Demolition	Currently in Trade Costs	
	Site		\$4,061,123.00
	Trade Costs		\$13,801,100.00
	Constructions Management Fees and Costs		\$2,616,200.00
	Estimating Contingency	15%	\$2,679,333.00
	<b>SUBTOTAL</b>		<b>\$23,157,756.00</b>
5	<b>TESTING OF SOILS, MASONRY, STEEL, MATERIALS, ETC.</b>	In Owner's Contingency	\$0.00
6	<b>AUDIO / VISUAL EQUIPMENT</b>	Allowance	\$50,000.00
7	<b>FF&amp;E / MISCELLANEOUS</b>	Allowance	\$375,000.00
8	<b>SIGNAGE - EXTERIOR</b>	Allowance	\$5,000.00
9	<b>UTILITY COMPANY CHARGES</b>		\$0.00
	<b>SUBTOTAL</b>		<b>\$25,522,396.00</b>
10	<b>OWNER'S CONTINGENCY</b>	10% of Construction	\$2,315,800.00
		<b>TOTAL</b>	<b>\$27,838,196.00</b>
	<b>ESCALATION</b>	Mid-point of 2021	\$605,833.00
	<b>OWNER'S PROJECT MANAGER (OPM)</b>	3%-5% of Construction	\$695,000 - \$1,158,000

Attachment 3.b: Fairbank Community Center Overall Budget Spreadsheet 11-19-2019 (3520 : Fairbank presentation and joint mtg with COA, SPS, P&R)

# OVERALL PROJECT BUDGET WORKSHEET

Fairbank Community Center  
 Sudbury, MA  
 19-Nov-19

1	<b>BUILDER'S RISK INSURANCE</b>	In Construction Cost	\$0.00
2	<b>ARCHITECTURAL &amp; ENGINEERING FEES</b>	Feasibility Study + 8% of Construction	\$1,873,059.00
3	<b>ADDITIONAL DESIGN &amp; PROFESSIONAL SERVICES</b>	Commissioning	\$50,000.00
4	<b>CONSTRUCTION COST</b>		
	Demolition		\$184,500.00
	Site		\$3,717,191.00
	Trade Costs		\$14,168,584.00
	Constructions Management Fees and Costs		\$2,577,629.00
	Estimating Contingency	12%	\$2,168,433.00
	<b>SUBTOTAL</b>		<b>\$22,816,337.00</b>
5	<b>TESTING OF SOILS, MASONRY, STEEL, MATERIALS, ETC.</b>	In Owner's Contingency	\$0.00
6	<b>AUDIO / VISUAL EQUIPMENT</b>	Allowance	\$50,000.00
7	<b>FF&amp;E / MISCELLANEOUS</b>	Allowance	\$375,000.00
8	<b>SIGNAGE - EXTERIOR</b>	Allowance	\$5,000.00
9	<b>UTILITY COMPANY CHARGES</b>		\$0.00
	<b>SUBTOTAL</b>		<b>\$25,169,396.00</b>
10	<b>OWNER'S CONTINGENCY</b>	10% of Construction	\$2,315,800.00
<b>Total Project Cost (TPC)</b>		<b>TOTAL</b>	<b>\$27,485,196.00</b>
	<b>ESCALATION</b>	Mid-point of 2021	\$596,902.00
	<b>OWNER'S PROJECT MANAGER (OPM)</b>	3%-5% of Construction	\$702,400 - \$1,170,660
	<b>COST OF GYMNASIUM</b>	(Deduct Alternate)	\$2,172,555.00

Attachment3.c: Fairbank Community Center Overall Budget Spreadsheet 11-19-2019 - UPDATED (3520 : Fairbank presentation and joint mtg with COA, SPS, P&R)

Existing Building Program Summary	GSF	Typical Renovation Cost \$450/SF*
Common Areas	4213	\$ 1,895,850.00
Shared Spaces	2343	\$ 1,054,350.00
Senior Center	3198	\$ 1,439,100.00
Sudbury Public Schools	8709	\$ 3,919,050.00
Recreation Center	4590	\$ 2,065,500.00
Aquatics*	14361	\$ 359,025.00
Gymnasium, Stage, and Storage (Shared)	3490	\$ 1,570,500.00
<b>Existing Building</b>	<b>40904</b>	
<b>Trade Cost Subtotal</b>		<b>\$ 12,303,375.00</b>

RENOVATION — OVERALL PROJECT BUDGET WORKSHEET			
Fairbank Community Center Sudbury, MA 19-Nov-19			
1	<b>BUILDER'S RISK INSURANCE</b>	In Construction Cost	\$0.00
2	<b>ARCHITECTURAL &amp; ENGINEERING FEES</b>	Feasibility Study + 8% of Construction	\$984,270.00
3	<b>ADDITIONAL DESIGN &amp; PROFESSIONAL SERVICES</b>	Commissioning	\$50,000.00
4	<b>CONSTRUCTION COST</b>		
	Selective Demolition		\$184,500.00
	Site		\$1,233,750.00
	Trade Costs		\$12,303,375.00
	Constructions Management Fees and Costs		\$2,238,284.14
	Estimating Contingency	15%	\$1,845,506.25
	<b>SUBTOTAL</b>		<b>\$17,805,415.39</b>
5	<b>TESTING OF SOILS, MASONRY, STEEL, MATERIALS, ETC.</b>	In Owner's Contingency	\$0.00
6	<b>AUDIO / VISUAL EQUIPMENT</b>	Allowance	\$50,000.00
7	<b>FF&amp;E / MISCELLANEOUS</b>	Allowance	\$375,000.00
8	<b>SIGNAGE - EXTERIOR</b>	Allowance	\$5,000.00
9	<b>UTILITY COMPANY CHARGES</b>		\$0.00
	<b>SUBTOTAL</b>		<b>\$19,269,685.39</b>
10	<b>OWNER'S CONTINGENCY</b>	13% of Construction	\$1,599,438.75
<b>Total Project Cost (TPC)</b>		<b>TOTAL</b>	<b>\$20,869,124.14</b>
<b>ESCALATION</b>		Mid-point of 2021	\$518,319.85
<b>OWNER'S PROJECT MANAGER (OPM)</b>		3%-5% of Construction	\$369,100 - \$615,200
<b>COST OF GYMNASIUM</b>			N/A



TOTAL PROJECT COST – RENOVATION

Town of Sudbury  
 Debt Estimate - Fairbank Community Center  
 November 15, 2019

	<b>Level Debt \$27 million</b>	<b>Level Principal \$27 million</b>
Project Cost	27,000,000	27,000,000
Years	20	20
Interest Rate	2.00%	2.00%

Annual Estimated Cost - Average  
 Taxpayer (value of \$745,653; tax of  
 \$13,355)

<b>Fiscal Year</b>	<b>Debt Service</b>	<b>Debt Service</b>	<b>Level Debt \$27 million</b>	<b>Level Principal \$27 million</b>
2022	1,651,231	1,890,000	270.88	310.04
2023	1,651,231	1,863,000	270.88	305.61
2024	1,651,231	1,836,000	270.88	301.19
2025	1,651,231	1,809,000	270.88	296.76
2026	1,651,231	1,782,000	270.88	292.33
2027	1,651,231	1,755,000	270.88	287.90
2028	1,651,231	1,728,000	270.88	283.47
2029	1,651,231	1,701,000	270.88	279.04
2030	1,651,231	1,674,000	270.88	274.61
2031	1,651,231	1,647,000	270.88	270.18
2032	1,651,231	1,620,000	270.88	265.75
2033	1,651,231	1,593,000	270.88	261.32
2034	1,651,231	1,566,000	270.88	256.89
2035	1,651,231	1,539,000	270.88	252.46
2036	1,651,231	1,512,000	270.88	248.04
2037	1,651,231	1,485,000	270.88	243.61
2038	1,651,231	1,458,000	270.88	239.18
2039	1,651,231	1,431,000	270.88	234.75
2040	1,651,231	1,404,000	270.88	230.32
2041	1,651,231	1,377,000	270.88	225.89
	<b>33,024,628</b>	<b>32,670,000</b>	<b>5,417.50</b>	<b>5,359.33</b>



## Golden, Patricia

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**From:** Bilodeau, Maryanne  
**Sent:** Wednesday, November 13, 2019 12:14 PM  
**To:** Golden, Patricia  
**Subject:** FW: coa approval

Patty,  
 You can add this to the agenda item for the FB discussion.  
 Maryanne

---

**From:** Galloway, Debra  
**Sent:** Wednesday, November 13, 2019 10:04 AM  
**To:** Bilodeau, Maryanne <BilodeauM@sudbury.ma.us>  
**Subject:** coa approval

Hi Maryanne,

Here is the wording of the motion from the Minutes:

**Motion:** The COA approves and supports Fairbank Community Center plans as presented at joint meeting on 11/7/19 with understanding that a written arrangement be developed by stakeholders to define usage of shared space with understanding that seniors have priority for use of shared space until 4PM daily. Motion: Levine; Seconded: Unckless. The motion is approved.

Is that what you need?

Deb

-

Debra Galloway  
 Director  
 Sudbury Senior Center  
 40 Fairbank Rd.  
 Sudbury, MA 01776  
 978-443-3055  
[www.sudburyseniorcenter.org](http://www.sudburyseniorcenter.org)  
[gallowayd@sudbury.ma.us](mailto:gallowayd@sudbury.ma.us)

Attachment3.e: Memo\_COA (3520 : Fairbank presentation and joint mtg with COA, SPS, P&R)

## Golden, Patricia

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**From:** Bilodeau, Maryanne  
**Sent:** Friday, November 15, 2019 8:51 AM  
**To:** Golden, Patricia  
**Subject:** FW: PRC voted to support the conception plan

Hi Patty,  
 For the BOS Packet:  
 P&R Commission vote to support FB Community Center conception plan.  
 Maryanne

**From:** Mara Huston <mara@hustonfam.net>  
**Sent:** Friday, November 15, 2019 8:47 AM  
**To:** Bilodeau, Maryanne <BilodeauM@sudbury.ma.us>  
**Cc:** Dretler, Janie <DretlerJ@sudbury.ma.us>; jallaw@verizon.net; silvia\_nerssessian@sudbury.k12.ma.us; Barletta, William <BarlettaW@sudbury.ma.us>; bobby.beagan@gmail.com  
**Subject:** PRC voted to support the conception plan

Hi,

The PRC met last night and the PRC voted to support the conception plan as presented with the expectation that they will have more financial analysis relating to the operating programmatic revenue and expenses of the proposed facility. We will need to have this information for any future presentation to FinCom. PRC expects to be able to vote again once that information is available.

Once we get through Tuesday, we need to figure out how to get this important analysis done.

Thanks  
 Mara

## Golden, Patricia

---

**From:** Bilodeau, Maryanne  
**Sent:** Tuesday, November 19, 2019 9:18 AM  
**To:** Golden, Patricia  
**Subject:** FW: SPS Office Space

Please add to BOS packets. Thanks.

**From:** Silvia Nerssessionian <silvia\_nerssessionian@sudbury.k12.ma.us>  
**Sent:** Tuesday, November 19, 2019 9:13 AM  
**To:** Bilodeau, Maryanne <BilodeauM@sudbury.ma.us>  
**Cc:** Crozier, Brad <brad\_crozier@sudbury.k12.ma.us>; lisa\_kouchakdjian@sudbury.k12.ma.us  
**Subject:** SPS Office Space

Good morning Maryanne,

I wanted to share that the Sudbury School Committee discussed and voted on the proposed draft plan for SPS Administrative Office Space. Here is the motion that passed unanimously:

*"Motion to support the plan and proposed space allocation for Sudbury Public Schools Administrative Offices as part of an overall plan and an Article to be set forth by the Board of Selectman on the Fairbank Community Center."*

Many thanks,  
 Silvia

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SUDBURY BOARD OF SELECTMEN

Tuesday, November 19, 2019

MISCELLANEOUS (UNTIMED)

4: WestMetro HOME Consortium Subrecipient Agreement

REQUESTOR SECTION

Date of request:

Requestor: Adam Duchesneau, Director of Planning & Community Development

Formal Title: Vote to authorize the Town Manager to sign the WestMetro HOME Consortium Subrecipient Agreement on behalf of the Board of Selectmen, and give the Town Manager the ability to sign the Subrecipient Agreement each subsequent year in the future, as requested by Adam Duchesneau, Director of Planning and Community Development.

Recommendations/Suggested Motion/Vote: Vote to authorize the Town Manager to sign the WestMetro HOME Consortium Subrecipient Agreement on behalf of the Board of Selectmen, and give the Town Manager the ability to sign the Subrecipient Agreement each subsequent year in the future, as requested by Adam Duchesneau, Director of Planning and Community Development.

Background Information:

The Board of Selectmen authorize the Town Manager to sign the WestMetro HOME Consortium Subrecipient Agreement on behalf of the Board of Selectmen and give the Town Manager the ability to sign the Subrecipient Agreement each subsequent year as a new Agreement will need to be signed each year and returned to the Consortium. (As an FYI, the FY19 Agreement was a Consent Calendar item at the Board of Selectmen’s meeting on May 14, 2019). Please see the attached letter and FY20 HOME Consortium Subrecipient Agreement.

Financial impact expected: This Agreement is between the City of Newton, as the HOME program administrator, and the Town of Sudbury as the recipient for Sudbury’s allocation of the FY20 HOME administrative funds (\$600).

Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

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

11/19/2019 7:00 PM



Office Address: 37 Knox Trail, Acton, MA 01720

Website: [WWW.RHSOhousing.org](http://WWW.RHSOhousing.org)

Email: [INFO@RHSOhousing.org](mailto:INFO@RHSOhousing.org)

Phone: (978) 287-1092

## **WestMetro HOME Consortium Subrecipient Agreement**

This WestMetro HOME Consortium Subrecipient Agreement is between the City of Newton, as the HOME program administrator, and the Town of Sudbury as the recipient for Sudbury's allocation of the FY20 HOME administrative funds (\$600).

This Agreement is a new part of the HOME process for our WestMetro HOME Consortium and comes as a result of recent Housing and Urban Development (HUD) audit finding.

The Agreement is now an annual process which started with the FY19 funds. After the first implementation year, the process now more naturally occurs each year in the fall, after the HUD funds are awarded.

The Town has the option of determining who is authorized to sign the Agreement. Some communities have their Consortium representative sign the document.

The HOME Consortium is constituted through the Mutual Cooperation Agreement (MCA), which is a 3-year term binding the 13 communities. The MCA will be renewed for the 2020-2023 period and municipalities can choose to opt out.

The HOME funds are awarded through HUD annually and are held in Newton on behalf of the member communities. Newton executes an annual grant agreement with HUD for those funds.

When projects commit the HOME funds, a funding agreement is executed between the member community and the project sponsor for those funds.

This grant Agreement confirms the funding requirements between the City of Newton and the Town of Sudbury, and accepts Sudbury's allocation of \$600 of administrative funds.

There are no new policies or procedures imposed through this Agreement.

Staff is seeking your vote to authorize the Town Manager to sign this Agreement on behalf of the municipality and to authorize the Town Manager to sign this Agreement in all future years.



# Regional Housing Services Office

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

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

Website: WWW.RHSOhousing.org  
Email: INFO@RHSOhousing.org

TO: RHSO Member.

I have summarized the execution requirements for the sub-recipient agreement in the table below.

Note that there are THREE execution copies:

HOME FY20 funds, Sub-recipient Agreement, execution matrix

Document	Signatory
Main Document – Page 9	Town Manager or Chair Select Board Legal Counsel
Schedule G	Town Manager or Chair Select Board Legal Counsel Town Clerk
Schedule H Equal Opportunity Report	Planning Director
Audit Certification`	Planning Director
Schedule F FFATA	Planning Director

## **HOW TO PROCESS AN FY20 HOME SUBRECIPIENT GRANT AGREEMENT**

**Please Read Carefully BEFORE Signing Your Copies!**

The City of Newton will release annual Subrecipient contracts in the summer following July 1 of each new fiscal year.

You are receiving three identical copies of your FY20 Grant Agreement for processing. (If you would like to receive any of the attachments electronically, contact Rachel Powers at [rpowers@newtonma.gov](mailto:rpowers@newtonma.gov) or Eamon Bencivengo at [ebencivengo@newtonma.gov](mailto:ebencivengo@newtonma.gov). Please complete and return all three sets. Once the agreement is fully executed, the complete original Agreement will be mailed to your agency.

The first part of the agreement outlines the general provisions and regulations that apply to the grant. Schedule A-H defines the project budget & description, programmatic requirements, performance schedule, financial management, authorization and insurance provisions of the agreement. Please note that the Obligation Date is the month when HUD approves the AAP and releases the funds into IDIS. The Program Completion Date/Expenditure Date is June 30, 2027 pursuant to HUD requirements. However, projects have a four-year completion date after commitment in IDIS.

Please review your agreements carefully for accuracy and consistency with proposed FY20 projects and activities, paying special attention to ALL the tabbed pages. Several of these pages require additional signatures and municipal information in order to execute. Note that FY20 funds cannot be accessed until your agreements are fully executed. If changes are required, please contact Rachel or Eamon at your earliest convenience to prevent processing delays.

### **COMPLETING THE FORMS: YOU MUST COMPLETE ALL OF THE FOLLOWING SIX STEPS**

- 1) **Signatories Page – Page 9.** The highest-ranking authorized public official (i.e. Mayor, Town Manager, Chair of Board of Selectmen) should sign and enter the date and their title on the designated line on all three copies of the Agreement.

*["Authorized" means having received prior official designation as a signatory by the governing board of the corporation and the authorization must still be in effect on the date the contract is signed.]*

This page will later be signed by several Newton City officials, including Newton's Mayor. The City of Newton will complete execution once the City has a signed Agreement with HUD. After the Mayor signs, the process is complete, and you will receive one set of the signed and executed contracts for your files. **Please note that contracts cannot be executed until your agency is renewed and actively registered on SAM.Gov.**

- 2) **Schedule F – Insurance Requirements.** Please note the Insurance Requirements outlined in this section when subawarding HOME funds to subrecipients, contractors and grantees. A current valid **Certificate of Insurance** is to be provided by their insurer and attached to any agreements for HOME funds. Be certain that their coverage complies with the requirements stated in Schedule F and that it is still in effect (not expired).

- 3) **Schedule G – Certificate of Execution.** This certificate is to be signed, once again, by the highest ranking authorized public official, approved by legal counsel and certified by the clerk or secretary of the organization. By certifying the clerk declares that, prior to the date the contract is signed, the individual who signs page 9 of the contract has

received explicit authorization to sign the contract and that the authorization is still in effect at the time of signing.  
**The clerk must sign all three copies of the Certificate of Authority.**

- 4) **Schedule H-Forms: Fair Housing & Equal Opportunity Report.** The FHEO form should document the total number of municipal employees and demographics as of July 1, 2019. This form is to be completed, signed and dated by pertinent Community Staff (i.e. Planning or Human Resource Staff) and attached with the organization's equal opportunity policy.
- 5) **Schedule H- Forms: FFATA.** The Federal Funding Accountability and Transparency Act (FFATA) requires federal awards and subawards of \$30,000 or more to be reported and made available to the public through a single searchable reporting website. This form is to be completed, signed and dated by pertinent Community Staff. Each community's DUNS Number must be included.
- 6) **Schedule H-Forms: Subpart F Audit Form.** Please complete this form and forward your organization's most recent annual audit. If not yet completed, please indicate that on the form and submit later. Electronic submissions of this document are preferred.

**Remember: ALL signatures on ALL pages must be original signatures!**

*If you have a question or want clarification of any of these instructions, contact Rachel or Eamon! Failure to complete and review each of these critical components will result in delays in executing your community agreements!*



Bedford  
Belmont  
Brookline  
Concord  
Framingham  
Lexington

## WESTMETRO HOME CONSORTIUM

City of Newton, Representative Member  
1000 Commonwealth Avenue  
Newton, MA 02459-1449  
(617) 796-1125

Natick  
Needham  
Newton  
Sudbury  
Waltham  
Watertown  
Wayland

September 18, 2019

To all WestMetro HOME Consortium Members

**Re: HOME Subrecipient Agreements**

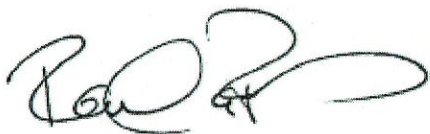
Dear Consortium Members,

The enclosed agreements incorporate a combination of feedback and comments received by Newton's Legal Department and Member Communities following creation of the FY19 HOME Subrecipient Agreements. Overall, the Agreements set forth the terms and conditions under which each Member Community becomes the subrecipient of HOME funds, as well as outline the *General Provisions* and processes by which funds may be sub-awarded. It is important to note that Schedules A and B are specific to each Member Community based on the projects, programs and available resources outlined in the HM20 Annual Action Plan.

Please review and execute all three original copies of the enclosed agreement within four weeks and return all to my attention. Additionally, please note the **Directions** detailed on the **Yellow Sheet** which provides essential information for the streamlined execution of your FY20 HOME Subrecipient Agreements. You can request electronic copies of all forms. Once executed, we will return one fully executed agreement back to you to maintain in your files.

Should you have any questions or concerns, please do not hesitate to reach out at either (617) 796-1125 or [rpowers@newtonma.gov](mailto:rpowers@newtonma.gov).

Thank you all for your patience and attention to this matter.



Rachel Powers,  
Community Development & HOME Program Manager

CC: Eamon Bencivengo, Housing Development Planner

**AGREEMENT FOR THE EXECUTION OF THE WESTMETRO HOME CONSORTIUM**  
**HOME INVESTMENT PARTNERSHIPS PROGRAM**

This AGREEMENT, hereafter referred to as the “AGREEMENT”, is made and entered into this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between the CITY OF NEWTON, a municipal corporation organized and existing under the laws of the Commonwealth of Massachusetts, hereinafter referred to as “the CITY”, acting by and through its Director of Planning and Development or his/her designated staff, but without personal liability to him/her, or his/her staff, acting as lead entity for the WestMetro HOME Consortium (hereinafter the “Representative Member”), and the Town of Sudbury (hereinafter the “Member Community” or “Member Community” and Subrecipient”), a municipal corporation organized and existing under the laws of the Commonwealth of Massachusetts.

**WITNESSETH**

WHEREAS, the Towns of Bedford, Belmont, Brookline, Concord, Lexington, Natick, Needham, Sudbury, Watertown and Wayland, and the Cities of Framingham, Newton and Waltham have been jointly designated as a Participating Jurisdiction by the U.S. Department of Housing and Urban Development (hereinafter “HUD”) for purposes of receiving HOME Investment Partnership (hereinafter “HOME”) (CFDA 14.239), Program funds in the name of the WestMetro HOME Consortium under provisions of Title II of the Cranston-Gonzalez National Affordable Housing Act of 1990, as amended (42 U.S.C. 12701 et seq.) (hereinafter the “National Affordable Housing Act”); and

WHEREAS the CITY is the Representative Member of the Consortium under the provisions of the Mutual Cooperation Agreement (MCA) dated June 26, 2013, as amended, by and between the municipalities of the WestMetro HOME Consortium (hereinafter referred to as the “Consortium”); and

WHEREAS, the Representative Member has entered into an Agreement for a Home Investment Partnerships Program (hereinafter "HUD Agreement") with the U.S. Department of Housing and Urban Development (hereinafter "HUD"); and

WHEREAS, the WestMetro HOME Consortium has adopted a Consolidated Plan for Program Years 2016-2020 (hereinafter the “Consolidated Plan”) and FY20 Annual Action Plan (hereinafter the “Action Plan”); and

WHEREAS, it is the purpose of this Agreement to affect a specified portion of the program approved by the HUD Agreement in accordance with the policies expressed by and declared in the National Affordable Housing Act; and

WHEREAS, pursuant to said purpose the Member Community is undertaking certain activities and desires to engage the Representative Member as the Administrative Agent to render certain assistance in such undertakings; and

WHEREAS, this Agreement sets forth the terms and conditions under which the Member Community will become the recipient of said funding;

NOW THEREFORE, in consideration of the mutual covenants, promises and representations contained herein, the parties mutually agree as follows:

### **GENERAL PROVISIONS**

1. **REGULATORY FRAMEWORK.** The provisions of 24 CFR Part 92, HOME Investment Partnerships Program (hereinafter “HOME Program regulations”), and all subsequent amendments and revisions to the same, as well as the existing Mutual Cooperation Agreement in effect amongst the WestMetro Home Consortium, are hereby incorporated into and made a part of this Agreement. The Member Community and subrecipient shall at all times comply with said HOME Program regulations, and with other related Federal and State statutes and regulations, Executive Orders, 2 CFR Part 200, and all subsequent revisions and amendments to the same. Further, the Member Community and subrecipient shall become familiar with all of the foregoing requirements as applicable and shall ensure that the project complies in all respects.
2. **CONSORTIUM ADMINISTRATION.** The Consortium Council (Council) is the governing group of the WestMetro HOME Consortium (Consortium). The Council is comprised of the chief planning official or his/her designee from each Member Community, or if no such planning official exists, the chief elected official or his/her designee from each Member Community. The Council and the Representative Member, which is the City of Newton, shall meet at least quarterly or more often if requested by the Council or the Representative Member to decide issues of policy and procedure. Irrespective of the number of formally authorized Member Designees, each Member, not including the Representative Member, gets one vote on the Council. The Representative Member may only vote to break a tie.
3. **PROJECT AND AMOUNT.** The CITY agrees to provide the Member Community a sum of HOME Program funds as stated within Schedule A, Funding Amount and Project Budget, attached hereto and made a part hereof, and for the purposes described in Schedule B, HOME Project, subject to compliance by the Member Community with all terms and conditions as set forth within the Agreement, the Mutual Cooperation Agreement and WestMetro HOME Consortium Guidelines.
4. **FINANCIAL AND MANAGEMENT STANDARDS.** The Member Community agrees that expenditures under this agreement shall be limited to those eligible costs directly related to the implementation of this HOME Project consistent within 2 CFR Part 200, as outlined in Schedule A, Funding Amount and Project Budget. The Member Community shall also comply with standards for the financial record keeping and management systems applicable as described in Schedule D, Release and Processing of HOME Project Funds and Schedule E, Financial Management, herein.
5. **DURATION.** This Agreement is made as of the date first written above, effective upon the date of signing by the City and the Member Community and shall be binding until the

Performance Completion Date stipulated in Schedule C, Work Program and Schedule, attached hereto and made part hereof, unless amended in writing by all parties

6. **ENVIRONMENTAL REVIEW.** The release of funds for all HOME-assisted projects and activities is subject to environmental review as set forth in HOME Program regulation 24 CFR 92.352.
- **No Choice-Limiting Actions.** Member communities and subrecipients are prohibited from undertaking or committing any funds to physical or choice-limiting actions, including property acquisition, demolition, movement, rehabilitation, conversion, repair or construction prior to the environmental clearance. Violation of this provision may result in the denial of any funds under the Agreement.
7. **LEAD- BASED PAINT.** Each Member Community and Subrecipient is also responsible for ensuring that all programs and activities comply with applicable requirements of the Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. 4821, et. seq.; Residential Lead-Based Paint Hazard Reduction Act of 1992; implementing regulations at 24 CFR Part 35 and all future revisions and amendments to the same. The Member Community and Subrecipient shall also ensure that this project complies with such Lead-Based Paint regulations as may be adopted pursuant to HOME Program regulations and with the requirements of the Massachusetts Lead Paint Statute, M.G.L. c.111, §§190-199A and all future revisions and amendments to the same.
8. **TERMINATION OF AGREEMENT FOR CAUSE.** In accordance with 24 CFR 200.339 through 200.342, if, through any cause, the Member Community shall fail to fulfill in a timely manner all obligations under this Agreement, or shall cause Project funds to be inappropriately expended, or if the Member Community shall violate any or all of the provisions of this Agreement, or refuses to accept conditions imposed by HUD through CITY regulations and directives as administered by the CITY, the CITY shall thereupon have the right to terminate this agreement by written notice to the Member Community of such termination specifying the effective date thereof at least five (5) days before the effective date of such termination.
- The CITY as Representative Member may suspend current or future funds from Member Communities out of compliance with HOME Requirements until the matter is resolved.
9. **TERMINATION OF AGREEMENT DUE TO LACK FEDERAL FUNDING.** In the event that funds are not made available to the CITY by HUD, the CITY shall notify the Member Community in writing as soon as possible of such development. This shall include any event where HUD determines that an activity or activities under this Agreement are deemed ineligible and therefore should not continue to be funded. Subsequently, the CITY shall meet with the Member Community to determine an appropriate termination date relative to the cessation of HOME funds for the Agreement or any portion thereof, and to resolve any matters associated with such termination including, but not limited to: final financial settlement and related matters. Following said meeting, the CITY shall confirm the termination date and any conditions of termination in writing to the Member Community. The Member Community shall be rendered payment for such costs as authorized and accepted by the CITY under the provisions of this Agreement and as determined to be allowable within the final financial settlement based on such available remaining funds as may be available up to the cessation of federal HOME funding. The Member Community understands and agrees that the CITY

assumes no obligation for payment of any cost under this Agreement, regardless of date incurred, unless identified during the Project closeout process and incorporated in the final financial settlement.

- 10. EXCLUSIVE USE PERIOD.** The Member Community shall have exclusive use of its respective annual HOME allocation, for a total of 12 months which is defined as the Exclusive Use Period. The Exclusive Use Period starts the date the Representative Member confirms in writing to the Member Community that funds are available to be drawn down from the U.S. Treasury. Any HOME funds that are not committed by the Member Communities to eligible HOME Projects after 12 months shall be transferred to the Competitive Funding Pool by the Representative Member for use by any Consortium Member through a Request for Proposals (RFP) process. All transferred funds are referred to as Relinquished Funds.
- A Member Community may request an extension beyond the Exclusive Use Period, consistent with the HOME Program Administrative Guidelines, under certain extenuating circumstances if that Member Community is unable to commit its HOME allocation within 12 months.
  - Administrative funds and Program Income are not subject to the Exclusive Use Period and are not relinquished to the Competitive Funding Pool.
- 11. REPAYMENT OF FUNDS.** Upon determination by the CITY that the Member Community and Subrecipient has failed to comply with any portion of the terms of this Agreement, and in particular has inappropriately expended HOME funds, the CITY may take such steps as necessary, in order to protect its ability to fulfill its obligations to HUD, including but not limited to legal action, to recapture funds already released to and/or expended by the Member Community.
- 12. AUDIT.** Member Community shall comply with 2 CFR 200.501, including completion of a single audit if required, as described in Schedule E, Financial Management, attached hereto and made a part hereof.
- 13. MONITORING.** In compliance with 2 CFR 200.328 and 200.330, the CITY shall periodically evaluate the performance of the Member Community and may make a determination as to whether the Member Community has conformed with this Agreement and has a continuing capacity to carry out the HOME-assisted Project activities in a timely manner. At any time during normal business hours and as often as the CITY, HUD, and/or the Comptroller General of the United States may deem necessary, Member Community shall make available all such records and documents as requested by said parties for audit and/or monitoring. The CITY, HUD, and/or the Comptroller General may examine and make copies of such records and may audit all contracts, procurement records, invoices, materials, payrolls, personnel records, conditions of employment, and all documents relating to all matters covered by this Agreement.
- 14. CONFLICT OF INTEREST.** In accordance with HOME Program Regulation §92.356, the procurement of services by the CITY and the Member Community is governed by the conflict of interest provisions stated in 24 CFR 92.356 and 2 CFR 200.318. The Member Community shall comply with all applicable federal and state conflict of interest rules and

ensure compliance with the same by all subrecipients or other persons designated to receive HOME funds pursuant to this Agreement.

15. **NON-DISCRIMINATION LAWS AND REGULATIONS.** The Member Community shall comply with HOME Program regulation 24 CFR 92.350 and all applicable federal, state and local laws governing discrimination and equal opportunity.
16. **FAIR HOUSING.** The Member Community shall affirmatively further fair housing in accordance with the Fair Housing Act, the WestMetro HOME Consortium Affirmative Marketing Plan for the City of Newton and HOME Program regulation 24 CFR 92.351. Each Member Community and Subrecipient must ensure that affirmative marketing procedures are followed for all HOME-funded programs containing 5 or more HOME-Assisted Units. Further, the Member Community will participate in the completion of the Analysis of Impediments to Fair Housing Choice (AI) as required by its obligation to engage in fair housing planning in connection to the receipt of the Federal funds outlined herein.
17. **LIENS.** The Member Community represents that any property benefiting through installation or construction of improvements as part of the HOME Project is free from any attachments, tax liens, mechanics' liens or any other encumbrances other than those approved by the Member Community
18. **DISPLACEMENT AND RELOCATION.** In accordance with HOME Program regulation 24 CFR 92.353, Displacement, Relocation and Acquisition, the Member Community shall assure that all reasonable steps to minimize the displacement of persons as a result of this Project have been taken.
19. **LABOR STANDARDS/ SECTION 3.** The Member Community shall comply with and/or ensure compliance with all applicable state and federal labor laws and regulations, including but not limited to the Davis/Bacon Act, 40 U.S.C. 276a-5 et. seq., as applicable pursuant to the HOME Program regulation 24 CFR 92.354. Davis-Bacon Labor Standards apply to any contract involving the construction of 12 or more HOME-assisted units. The Member Community shall require contracts for all types of work performed in connection with project funds that exceed \$100,000 to adhere to the requirements of Section 3 as outlined in 24 CFR 135 and Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. 17010.
20. **DISCLAIMER.** It is agreed that the Member Community and Consortium will hold the CITY harmless from any latent or patent defects in any work performed or services provided pursuant to the HOME Project or from any claims arising therefrom.
21. **ASSIGNABILITY.** The Member Community shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of the CITY hereto. As a pass-through entity, the Member Community is responsible to ensure the execution and enforcement of a written agreement consistent with the provisions set forth in 24 CFR 92.504 (c) (2), (c) (3) and (c) (4).

- 22. REVERSION OF ASSETS.** In accordance with HOME Program regulations at 24 CFR 92.503 and 92.504 (c), upon expiration or termination of this agreement, the Member Community must return any HOME Program funds on hand as well as any accounts receivable attributable to the use of HOME funds to the CITY. If the Consortium dissolves, HOME funds and receivables are to remain in the custody of the Member, unless otherwise provided by HUD. However, if a Member Community decides to leave the WestMetro HOME Consortium, the Member Community concedes their allocation, Program Income and unspent funds, but must continue all monitoring and compliance responsibilities of all community attributed projects and programs throughout the duration of their respective affordability period(s).
- 23. LOBBYING PROHIBITED.** HOME funds shall not be used by the Member Community for publicity purposes as provided and limited by 2 CFR 200.450.
- 24. FAITH-BASED ORGANIZATIONS.**  
In accordance with 24 CFR 92.257, the Member Community may not engage in inherently religious activities or discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief as part of this Agreement unless the activities are offered separately, in terms of time or location, from HOME funds and activities.
- 25. OWNERSHIP, USE, AND DISPOSITION OF PROPERTY.** The Member Community shall comply with all applicable provisions as stated within Schedule E, Financial Management, as attached hereto and made a part hereof.
- 26. INSURANCE AND LIABILITY.** HOME-Assisted projects shall be insured at all times and in such amounts as deemed reasonable and prudent in accordance with standard construction practices and in compliance with Schedule F herein.
- To the extent permitted by law, the CITY and the Consortium shall not be liable for claims for damages or losses arising out of the performance of this Agreement by the Member Community, its employees, officers, or agents and the Member Community shall indemnify and hold harmless the CITY and the Consortium, its employees, officers, and agents from all such claims arising under this agreement.
- 27. DEBARMENT AND DISCLOSURES.** In accordance with 2 CFR 200.213, the Member Community is subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR part 180.
- 28. CHANGES.** The CITY may from time to time require changes in the HOME Project and/or its implementation. Such changes, including any increase in the Project Amount, and/or increase in the duration of the Agreement, which are mutually agreed upon shall be incorporated in written amendments to this Agreement. However, the CITY reserves the right to (a) reduce funds for cause as determined fairly and reasonably by the CITY upon written notice at least Thirty (30) days before the effective date of such reduction; or (b) reduce the funds due to a decrease in federal funds received by the CITY.

- Cause can include, but is not limited to, failure to comply with this agreement; an Annual Action Plan; the Comprehensive Checklist; a HOME Program or other HUD regulation or finding; and/or failure to cooperate with any other Member, Representative Member or the Consortium in complying with a HUD finding.

The Member Community must also follow Substantial Amendment procedures as set forth in Schedule A.

## 29. OPPORTUNITY TO CURE OR DISPUTE VIOLATIONS AND/OR FUNDING RESTRICTIONS

- *Opportunity to Cure.* As noted in Section 27, the Representative Member shall provide written notice to a Member Community of funding reductions, violation of any provisions of this agreement, or applicable HUD regulations. The notice shall set forth a description of the cause and/or violation, the steps which shall be taken to cure the cause and/or violation and a reasonable time established by mutual consent of the parties within which to effect the cure. However, if the parties are unable to agree to a deadline for full compliance, the Representative Member shall establish said deadline. The Representative Member may extend the time for cure if the Member proves its failure to cure was for circumstances beyond its control.
- *Disputing a Violation.* If the Member and Representative Member disagree as to whether cause and/or a violation has occurred, either may request HUD's determination of whether a violation exists. The Member Community disputing the Representative Member's finding may spend the subject funds, subject to repayment, unless the Representative Member chooses to withhold the funds.
- *Legal Recourse.* If any Member, including the Representative Member acting in its Member capacity, fails to comply with this Agreement and/or any of the aforementioned causes, the Representative Member or any other Member Community may take any steps necessary to fulfill its obligations to HUD and under this Agreement, including but not limited to legal action.
- *Indemnification for Violations.* Each Member Community shall hold harmless and defend the Representative Member, the Consortium and the other Member Communities from and against all claims for repayment of HOME Project funds attributable to such Member Community's failure to comply with applicable HUD regulations, this Agreement, or any Annual Action Plan or the Comprehensive Checklist, and from penalties, costs and attorneys' fees related to such failure.

30. **BONUS PROHIBITED.** It is agreed that the Member Community and Subrecipient will not pay bonus, commission or fee for the purpose of obtaining a CITY award of the HOME funds or approval of the Project financed with HOME funds. The Member Community is prohibited from charging servicing, origination and/or other fees for the costs of administering the HOME Program, except as permitted by 24 CFR Part 92.214 (b) (1).



- 31. OTHER PROVISIONS.** In accordance with 2 CFR 200.300, the Member Community is responsible for complying with all requirements of the Federal award including the provisions of FFATA, which includes requirements on executive compensation, and also requirements implementing the Act for the non-Federal entity at 2 CFR part 25 Financial Assistance Use of Universal Identifier and System for Award Management and 2 CFR part 170 Reporting Subaward and Executive Compensation Information.

All other provisions, if any, are set forth within the following schedules attached hereto and made a part hereof as listed below under "Attachments."

**ATTACHMENTS.** Attached hereto are the following schedules which are incorporated into this Agreement and made a part hereof:

- Schedule A –Funding Amount and Project Budgets
- Schedule B – HOME Projects
- Schedule C – Work Program and Schedule
- Schedule D – Release and Processing of HOME Funds
- Schedule E – Financial Management
- Schedule F – Insurance
- Schedule G – Certificate of Execution and Chief Executive Certification
- Schedule H – Forms
  - Fair Housing and Equal Opportunity Report
  - Part 200 Subpart F Single Audit Certification
  - FFATA Form (for contracts over \$30,000)
  - WestMetro HOME Consortium Requisition Form
  - Amendment to Annual Action Plan(s)
  - FY20 HOME Income Limits
  - FY20 HOME Rents
  - 2018 Maximum HOME per unit Subsidy Amounts and Basic Statutory Mortgage Limits for Multifamily Housing Programs
  - WestMetro HOME Consortium Construction Standards
  - WestMetro HOME Consortium Program Administrative Guidelines

**SIGNATORIES**

IN WITNESS WHEREOF, the parties hereto have made this Agreement in triplicate as of the day first written above and made binding upon signature by Her Honor, the Mayor of the City of Newton, Middlesex County, Massachusetts.

**MEMBER COMMUNITY/SUBRECIPIENT DESIGNEE**

BY: \_\_\_\_\_  
Name / Title Date

**Approved as to form only, not substance (optional)**

BY: \_\_\_\_\_  
\_\_\_\_\_, Legal Counsel

**CITY OF NEWTON – DEPARTMENT OF PLANNING AND DEVELOPMENT**

BY: \_\_\_\_\_  
Director of Planning and Development

I certify that federal HOME funds are available for this Agreement for Project # HM 20-10A in the amount of \$600.00 within Account #16002020 571500 per HUD Letter of Credit No. 8600B030, Grant No. M18-DC250213 in the Amount of \$1,431,246.00

BY: \_\_\_\_\_  
Comptroller of Accounts

**Approved as to legal form and character:**

BY: \_\_\_\_\_  
Assistant City Solicitor

**Contract Approved**

BY: \_\_\_\_\_  
Mayor / Date

Attachment 4.b: SUDBURY FY20 SUBRECIPIENT AGREEMENT - FINAL (3556 : WestMetro HOME Consortium Subrecipient Agreement)

**SCHEDULE A**

**FUNDING AMOUNT AND PROJECT BUDGET(S)**

1. **AMOUNT OF FUNDS.** The CITY hereby agrees to provide HOME Program funds to **the Town of Sudbury**, (the Member Community) in the amount of **Six Hundred Dollars (\$600.00)** said amount to be subject to the terms of this Agreement and as set forth within Schedule A herein.

2. **PROJECT BUDGET.**

a. While it is understood that the overall program budget for the subject program may be derived from a variety of funding sources assembled by the Member Community, the CITY and the Member Community agree that the HOME Program Project budget shall consist of and be limited to the following object(s) of expenditure:

<u>ITEMS</u>	<u>BUDGET</u>
<b>Sudbury HOME Administration</b>	\$ 600.00
<b>TOTAL FUNDS</b>	<b>\$ 600.00</b>

b. The Member Community agrees to maintain the financial and program documentation in project files as shall clearly establish the relationship of the HOME Program portion of the overall Project budget and low- and moderate-income persons benefiting from program services consistent with the requirements as stated in **Schedule B, HOME Project**, Paragraph 4 herein.

3. **MATCHING FUNDS.** Each Member Community must make contributions to housing that qualifies as affordable housing under the HOME program, throughout a fiscal year. The contributions must total not less than 25 percent of the funds drawn from the Consortium’s HOME Investment Trust Fund Treasury account, as established by the Representative Member, in that fiscal year. The Member Community agrees to adhere to the HOME Program matching requirements as set forth in 92.218 – 92.222.

a. **Match Liability.** Any Member Community that is not able to obtain sufficient match for its Projects or to reach agreement with another Member(s) to transfer all or a portion of that Member Community’s match credit, may lose an amount in the next funding year equal to the amount, if any, lost to the Consortium. These funds may be reallocated by the Consortium Council. If, however, the Consortium Council determines that the loss of funds was not the fault of the Member Community, the Council may waive recapture.

b. **Match Tracking.** The CITY must maintain accurate and timely tracking systems to meet the Consortium’s match obligations. In order to accomplish this, each Member Community must agree to document and report all incurred non-federal sources of match utilized respective to ongoing HOME projects over the course of the fiscal year to ensure fulfillment of the match obligation.

4. **EXPENDITURES.** The Member Community agrees that expenditures under this HOME Project shall be limited to the provision of the activities as described within Schedule B,

HOME Project herein, and shall meet the eligibility and cost allowability standards referenced within General Provisions, Paragraph 4, Financial and Management Standards.

**5. BUDGET CHANGES and SUBSTANTIAL AMENDMENTS.**

- a. Except for changes made in accordance with subsection (b) below, alterations in the approved use of budgeted funds shall be subject to prior review by the CITY.
- b. Funds may be shifted through Substantial Amendment procedures outlined in the WestMetro HOME Consortium Guidelines and Citizen Participation Plan and require prior approval of the CITY. Actions resulting in a change in the aforementioned Project(s) or the FY20 Annual Action Plan and/or exceeding twenty-five percent (25%) of the line item total from which the funds are being removed or to which the funds are being added require a Substantial Amendment.
- c. Upon identification of new projects and activities not previously identified in the FY20 Annual Action Plan, the Member Community agrees to review with the CITY to ensure eligibility, capacity and compliance.
- d. The Member Community is responsible for facilitating and obtaining all local legislative and executive approvals required for substantial amendments.
- e. The aforementioned terms apply to any Member Community in receipt of Consolidated Pool Funds without amending the agreement outlined herein.
- f. Any costs and expenses not covered by the project Budget, and hence not properly payable from HOME funds shall be borne entirely by the Member Community.

**SCHEDULE B**  
**HOME PROJECT(S)**

1. **SCOPE OF SERVICES.** The services to be performed pursuant to this Agreement shall be those specified in the FY16-FY20 Consolidated Plan and FY20 Annual Action Plan as submitted by the Representative Member and approved by HUD as that Consolidated Plan now reads or as it may later be modified or amended in accordance with regulations promulgated by HUD.
  
2. **LOCATION.**  

**Town of Sudbury**  
**Planning & Community Development Department**  
**278 Old Sudbury Road**  
**Sudbury, MA 01776**
  
3. **PROGRAM DESCRIPTIONS.** The Member Community shall perform and carry out in a satisfactory and proper manner, the services described in the aforementioned Scope of Work and FY20 HOME Annual Action Plan, as determined reasonably and fairly by the CITY, and in compliance with the HOME Program Regulations 24 CFR 92.200-92.215, as applicable. Services consist of the provision of the following programs and activities:
  - a. **HOME Administration:** Funds will be used to support the administration of HOME programs and activities.
  
4. **LOW AND MODERATE-INCOME TARGETING.** The Member Community shall comply with HOME Program regulation 24 CFR 92.216-92.217 concerning income targeting and occupancy requirements for low and moderate-income housing.
  - a. **Tenant-Based Rental Assistance/ Rental Units.** Not less than 90% of households receiving such assistance earn annual incomes at or below 60% of the Area Median Income (AMI), as determined by the U.S. Department of Housing and Urban Development at the time of occupancy or at the time finds are invested.
    - i. The remainder of households receiving such assistance qualify as low-income families, earning at or below 80% of the AMI at the time of occupancy or at the time finds are invested.
  - b. **Homeownership.** 100% of funds must be invested in dwelling units that are occupied by households qualifying as low-income families, earning at or below 80% of the AMI.
  
5. **PROGRAM GOALS AND PERFORMANCE.** The HOME Project(s) currently anticipates providing assistance to zero (0) households/units *until such a time that a project is identified within the FY20 fiscal year.*

The Member Community and Subrecipient must estimate the number of low-to-moderate income individuals, households and units to be assisted in accordance with the goal outcome

indicators outlined in proposed substantial amendments and/or the FY20 (FFY19) Annual Action Plan, FY16-FY20 Consolidated Plan.

In addition, the Member Community and Subrecipient must summarize achievement of these numerical goals and describe the extent to which these outcomes and benchmarks are being realized through the Member Community's aforementioned activities as part of the Consolidated Annual Performance and Evaluation Report (CAPER), in conformance with 24 CFR 91.520. As part of the CAPER, Member Communities must on an annual basis report to the CITY a description of the resources made available, the investment of available resources, the geographic distribution and location(s) of investments, the families and persons assisted, actions taken to affirmatively further fair housing, and other actions as indicated in the Consolidated and Annual Action Plans.

The Member Community shall be responsible for ensuring that the program goals and performance are substantially met during the contract period in accordance with 2 CFR 200.301. The CITY shall utilize the information to evaluate the Member Community's performance in meeting its program goals and achieving its desired outcomes. If the CITY and/or HUD determines that the Member Community is not substantially meeting its program goals and/or is not working toward the desired program outcomes, the CITY will take such action as necessary to rectify the problem.

6. **PROPERTY STANDARDS and ACCESSIBILITY.** The Member Community must ensure that applicable projects meet the property, rehabilitation and accessibility standards in accordance with HOME Program regulations 24 CFR 92.251, WestMetro HOME Consortium Construction Guidelines, Section 504 of the Rehabilitation Act, the Americans with Disabilities Act (ADA) and the Fair Housing Act.

7. **QUALIFICATIONS AS AFFORDABLE HOUSING**

- a. **HOME Affordability.** The Member Community shall ensure that all assisted HOME Units must meet the occupancy and affordability requirements as set forth in HOME Program regulation 24 CFR 92.252 or 24 CFR 92.254 or as applicable.
- b. **Current Household Income Limits.** Assisted household income levels shall not exceed limits published by HUD and current at the time of initial marketing. The actual income limits are determined by HUD and published annually in the Federal Register.

Current HOME Household Income Limits, effective June 28, 2019;

Number in Household	HOME Program Eligibility Limits		
	30% of AMI (Extremely Low)	50% of AMI (Very Low)	60% of AMI
1	\$24,900	\$41,500	\$49,800
2	\$28,450	\$47,400	\$56,880
3	\$32,000	\$53,350	\$64,020
4	\$35,550	\$59,250	\$71,100

5	\$38,400	\$64,000	\$76,800
6	\$41,250	\$68,750	\$82,500
7	\$44,100	\$73,500	\$88,200
8 or more	\$46,950	\$78,250	\$93,900

- c. HOME Rent Limits.** Rents for assisted HOME Units will be set at a level meeting all of the requirements under the HOME program regulation 24 CFR 92.252. The rents will not exceed the maximum HOME rent limits as determined by HUD. The CITY shall provide the MEMBER COMMUNITY an initial schedule of HOME rents. Subrecipients of the MEMBER COMMUNITY shall provide annual rents and occupancy status of the HOME Units to the Member Community to demonstrate compliance with 24 CFR 92.252. The MEMBER COMMUNITY must review the submitted rents for compliance and approve or disapprove them every year. The rents shall not exceed the maximum HOME rent limits as determined by HUD.

Current Maximum HOME Program Rent Limits (effective June 28, 2019) are:

<u>Number of Bedrooms</u>	<u>Low HOME Rents</u>	<u>High HOME Maximum Rents</u>
1 Bedroom:	\$ 1,111	\$1,425
2 Bedroom:	\$ 1,333	\$1,712
3 Bedroom:	\$ 1,540	\$1,970
4 Bedroom:	\$ 1,718	\$2,178

**Tenant Based Rental Assistance.** For communities operating a TBRA program, individual payment and rent standards must be established by individual Member Communities.

- d. Maximum Per Unit Subsidy Amount:** The most current subsidy levels to be used in any project shall be calculated at the time the CITY approves the final development pro forma, but in any event, not later than the date the Member Community requests set-up in IDIS. The proposed HOME funded subsidy levels shall not exceed limits published by HUD and shall be current at the time of set-up in IDIS. Use of HOME funds together with other Federal funds shall comply with HOME Program regulation 24 CFR 92.250(b) and the Consortium guidelines prohibiting excessive layering of Federal funds.

The current HUD limits, effective June 4, 2018, are:

<u>Unit size</u>	<u>HUD limits</u>
1 BR	\$168,600
2 BR	\$205,018
3 BR	\$265,229
4 BR	\$291,137

- 8. ADMINISTRATIVE RESPONSIBILITIES.** As a member in the WestMetro HOME Consortium Council, each Member Community must assign a designee that participates regularly in Council activities, which includes, but is not limited to:
- a. Attending quarterly meetings of the Council;
  - b. Responding and communicating within a timely fashion
  - c. Providing information and assistance as is required for the preparation, completion and submission of the Consolidated Plan, Annual Action Plan and Consolidated Annual Performance and Evaluation Report (CAPER), and/or other plans and reports as needed, in accordance with 24 CFR 92.509;
  - d. Obtaining all local legislative and executive approvals;
- 9. SUBAWARDS.** Member Communities must manage all aspects of project and program implementation relative to the PROGRAM DESCRIPTIONS outlined in Paragraph 3, coordinating with the CITY as the Representative Member, and complying with all federal requirements, as applicable, including the following:
- a. **Prior to the commitment and execution of agreement,** the Member Community must ensure completion of the following HOME Program requirements in order to proceed with the encumbering of funds:
    - i. **Project Scoping and Eligibility.** Completion of project scoping and eligibility analysis with the CITY using the Comprehensive Checklist;
      - o Member Communities must complete and submit the Comprehensive Checklist, Project Set-Up Report and Budget Transfer Forms to the CITY.
      - o A Project is defined as having a unique address in which rehabilitation and/or new construction can reasonably be expected to start within 12 months of the HOME Funding Agreement date; or if the Project consists of acquisition, the property title will be transferred to the Member Community or purchaser with six months of the agreement date; or if the Project consists of tenant-based rental assistance, the Member Community or subrecipient has entered into a rental assistance contract with the owner or the tenant in accordance with the provisions of HOME Program Regulation §92.209.
    - ii. **Underwriting and Subsidy Layering.** Completion or coordination of underwriting and subsidy layering analysis; or market needs assessment, in accordance with 92.250(b);
    - iii. **Environmental Review Record.** Completion of Environmental Review Records for review and approval by the CITY as the Representative Member and Responsible Entity. Once satisfactory, the CITY will work with the Member Community to coordinate the posting of notices, including but not limited to the Notice of Intent to Request a Release of Funds, Findings of No Significant Impact or Environmental Impact Statements with appropriate parties and stakeholders; upon conclusion of the notice period, the City will submit to HUD the aforementioned notices and evidence of posting to HUD. The Release of Funds is contingent upon the satisfactory



completion of 24 CFR Part 35. Member Communities and Subrecipients are prohibited from engaging in any choice-limiting actions;

- iv. **Labor Compliance.** Collection and maintenance of all required Davis Bacon Labor, M/WBE and Section 3 compliance materials in accordance with all applicable state and federal labor laws, including but not limited to the Davis/Bacon Act, 40 U.S.C. 27a-5 et seq., as applicable pursuant to HOME Program regulation 24 CFR 92.354. The Member Community must collect and review all Certified Payroll Reports, Statements of Compliance, Section 3 Plans and M/WBE documentation and work with contractors, developers and subrecipients to ensure compliance;
    - o Davis-Bacon Labor Standards apply to any contract involving the construction of 12 or more HOME-assisted units. The Member Community shall require contracts for all types of work performed in connection with project funds that exceed \$100,000 to adhere to the requirements of Section 3 as outlined in 24 CFR 135 and Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. 17010.
  - v. **Contract Preparation.** Preparation and submission of draft subrecipient agreement for review and approval by the CITY
    - o Member Communities may subaward and execute such agreement with applicable contractors, developers, CHDOs, subrecipients and proponents following approval of contract documents by CITY as the Representative Member.
    - o Said agreement must include all applicable provisions described in HOME Program Regulation 92.504, or its successor, and 2 CFR part 200, subpart D.
  - vi. **Debarment.** Conduct Excluded Party/Debarment List Review of selected contractors, developers, CHDOs, subrecipients and proponents.
- b. Project Management.** The Member Community is responsible for project management and performing all tasks associated with monitoring the design, development, financing and occupancy of the HOME-Assisted project and fully complying with uniform administrative requirements as state in HOME Program Regulation 92.505. Tasks include, but are not limited to:
- i. **Contract Execution and Funding Instruments.** Submitting to the CITY an executed HOME funding agreement, as well as other applicable funding instruments, including the note, mortgage, and/or deed restriction or covenant running with the land, prior to the release of any HOME funds.
  - ii. **Project Budgets.** Establishing and maintaining project budgets, following Consortium budget amendment procedures (including required citizen participation procedures) for any changes;
  - iii. **Requisitions.** Approving all requisitions; and forwarding them to the CITY; the CITY shall draw, process and release HOME funds on behalf of the Member

Community to such designated subrecipient, contractor, vendor, or other recipient as mutually approved. Incomplete or non-conforming requisitions will be returned to the Member Community.

- o The CITY reserves the right to modify disbursement procedures; considerations unique to specific projects, including but not limited to construction retainage, contingencies, and/or other aspects will be addressed on a case by case manner in conjunction with the Member Community.
- iv. **Income Targeting.** Consistency with affordability and income-targeting requirements throughout duration of the agreement and affordability period thereafter; maintaining required project documentation;
- v. **Affirmative Marketing/Occupancy.** Adopting and following affirmative marketing procedures in projects containing 5 or more HOME-Assisted units. The Member Community must ensure that tenant preferences are implemented in accordance with §92.351 and consistent with the WestMetro HOME Consortium Affirmative Marketing Plan methods, procedures and requirements.
- c. **Post-completion compliance and monitoring.** HOME funds will be closed out in accordance with 2 CFR part 200. Close out of the project will occur when the Member Community determines that all applicable administrative actions and all required work pertaining to the HOME funds have been completed by the subrecipient.
- i. **Final Reports.** Upon completion of each HOME-Assisted project, the Member Community shall submit a completed Comprehensive Checklist to the CITY no later than 90 calendar days after the end date of the period of performance; the Member must also submit all financial, performance, and other reports as required by the terms and conditions of the HOME Program. The Member Community may approve extensions in conjunction with the CITY when requested by the non-Federal entity.
  - ii. **Monitoring.** Each Member Community shall monitor its subrecipients in accordance with HOME program regulation 92.504(d) to ensure full compliance with all applicable requirements. Furthermore, all monitoring shall be performed in accordance with applicable HUD monitoring guidelines and on forms agreed to by the City.
  - iii. **Affordability Requirements.** The Member Community shall require projects assisted with HOME funds to meet the affordability requirements of HOME Program Regulations 92.252 or 92.254, as applicable, and shall require repayment of the funds if the housing does not meet the affordability requirements for the specified time period.
  - iv. Notwithstanding the above, and in accordance with **The Consolidated and Further Continuing Appropriations Act of 2012 (P.L. 112-55)**, all Projects must have

satisfied and completed all contractual work, marketing and occupancy and close out procedures no later than four years from the Commitment of HOME funds, the date of which is determined by the signature of each party to the Member Community's Subrecipient Agreement, or by the date of a HUD-approved extension. If the Project is not completed within this timeframe, the Project will be considered "involuntarily terminated before completion" and the Member Community and Subrecipient shall repay to HUD all HOME funds invested in the Project.

**SCHEDULE C**  
**WORK PROGRAM AND SCHEDULE**

**1. DURATION OF AGREEMENT AND TIME OF PERFORMANCE.**

- a. **Agreement Date.** This Agreement, made as of the date first written above, is binding upon signature by Her Honor, the Mayor of the City of Newton.
- b. **Performance Schedule.** The Member Community shall perform the services and program described in Schedule B, HOME Project, herein consistent with the following dates:

Program Commencement Date:	<b>July 1, 2019</b>
Obligation Date:	<b>July 23, 2019</b>
HOME Administration Expenditure Deadline:	<b>June 30, 2022</b>
Performance Completion Date/ Expenditure Deadline*:	<b>June 30, 2027</b>

**(Subject to provision outlined in Part d of this section)**

- c. **Project Completion:** Projects must have satisfied and completed all contractual work, marketing, occupancy and close out procedures no later than four years from the Commitment of HOME funds; the date of which is determined by the Member Community’s Subrecipient Agreement pursuant to the Subaward(s), or the date of a HUD-approved extension. If the Project is not completed within this timeframe, the Project will be considered “involuntarily terminated before completion” and the Member Community shall repay to HUD all HOME funds invested in the Project.
- d. **Performance Completion Date/Expenditure Deadline\*.** The time performance under this Agreement shall be completed on **June 30, 2027**, unless amended consistent with General Provisions, Paragraph 27, Changes, or terminated consistent with General Provisions, Paragraph 8 and 9, Termination. Otherwise, all funding and program income associated with the contractual documents outlined herein must be completely expended within 8 years of the Obligation Date.
- e. However, obligations remain in effect during the period of affordability required by the Act under 24 CFR Part 92.252 or 92.254.

**2. HOLDBACK OF PAYMENTS TO MEMBER COMMUNITY.**

- a. The CITY reserves the right to hold payments in the event incomplete requisitions or reports are received or requisitions or reports are not submitted in a timely manner.
- b. The CITY will automatically retain a hold-back from the last requisition or a reasonable sum as determined by the CITY, until receipt and approval of close-out paperwork and requisite compliance reports from the Member Community.

**3. PROGRAM SCHEDULE.**

- a. The CITY reserves the right to relinquish the program allocation of the Member Community if it risks not spending its allocation within eight years of execution of this Agreement or not completing a project within four years from the commitment of funds to a project. Funds not expended, or Projects not completed within these respective timeframes will be considered “involuntarily terminated before completion” and the

Member Community shall repay to HUD all HOME funds associated to the project and/or the fiscal year allocation.

**SCHEDULE D****RELEASE AND PROCESSING OF HOME FUNDS**

1. **METHOD OF PAYMENT.** The CITY agrees to release the funds specified in Schedule A, Funding Amount and Project Budget herein, on a "pay as you go" or reimbursement basis consistent with the procedure outlined herein. The CITY will not advance funds to the Member Community under any circumstances. Note that the provisions of Schedule A as well as all other provisions of this Agreement must be satisfied prior to release of funds.

The CITY shall reimburse all allowable, eligible costs incurred during the period of performance as established in Schedule C (2 CFR 200.309). Program income that has been credited to the applicable Member Community must be committed and expended before the Member Community and Subrecipient may request same-year Entitlement HOME funds from the City.

2. **REQUISITION.** Following initiation of the HOME Project, the Member Community shall prepare and submit regular requisitions to the CITY based upon program operational costs incurred by the Member Community or by such contractors and vendors as contracted by the Member Community for the implementation of the HOME Project. The Member Community understands and agrees that it may not requisition the CITY for any costs covered by or charged to any other funding source.

The requisition should be sent by mail or email to:

Rachel Powers, Community Development and HOME Program Manager  
Department of Planning and Development  
City of Newton  
1000 Commonwealth Avenue  
Newton, MA 02459  
rpowers@newtonma.gov

**Said requisition shall consist of the following:**

- a. **Cover requisition letter/transmittal on Member Community stationery** signed by the member community which indicates the number of the requisition, identifies the HOME Project by name and by Agreement number, shows the remittance name and address, and indicates the amount(s) and type(s) of cost(s) incurred.
- b. **HOME Requisition Form** from Schedule H, Forms, herein shall accompany the requisition and shall indicate the budgeted amounts by object of expenditure consistent with Schedule A, Funding Amount and Project Budget, and shall indicate the actual expenditures for the period of the requisition and current budget balances. This report shall be signed by the Member Community.
- c. **Supporting Documentation** shall accompany the requisition and shall include copies of: invoices (paid), receipts, and countersigned time sheets (time sheets prepared and signed by individual staff which have been reviewed, authorized and countersigned by program or agency management), and other source documentation as may be required of the Member Community by the CITY to document the amount requisitioned for payment

or reimbursement. Each piece of documentation should have a signature authorizing the expenditure.

**3. REVIEW AND RELEASE.**

- a. **Standard Processing.** The CITY shall review each requisition and process same for payment through the City's accounts payable system. It is understood that, subject to the timely receipt of proper requisitions in compliance with this Agreement, and no other circumstances intervening, the CITY agrees to release payment within approximately 21 days. The Member Community understands that submission of incomplete or erroneous requisitions may result in delay of payment.
- b. **IDIS Data Entry and Draws.** The CITY as Representative Member will process all draw downs following processing of payments and requisitions through CITY payment processing. IDIS data entry input is also performed by CITY following collection of information received from Member Community.

**4. ERRONEOUS AND/OR IRREGULAR REQUISITIONS.**

- a. **Erroneous Requisitions.** The Member Community understands that improperly prepared requisitions will not be processed and will be returned. Reimbursement will be held pending receipt of accurate information together with such source documentation as required. Upon receipt of three improperly prepared requisitions, field audit procedures may be initiated to evaluate financial management, control and record keeping procedures utilized by the Member Community.

**5. FINAL PAYMENT.** The CITY reserves the right to hold release of final payment pending satisfaction by the Member Community of all terms, requirements, and documentation of this Agreement.

## SCHEDULE E

### FINANCIAL MANAGEMENT

**GENERAL.** The Member Community shall ensure compliance with the provisions herein referenced and/or stated in the implementation of the HOME Project, as applicable.

#### 1. FINANCIAL MANAGEMENT.

- a. **Accounting Standards.** The Member Community agrees to comply with 2 CFR Part 200, Subpart E, Cost Principles and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.
- b. **Cost Principles.** The Member Community shall administer the HOME Project in conformance with 2 CFR Part 200 and 24 CFR 92.505, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards", in particular Subpart E, Cost Principles. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis. Guidance for indirect cost identification for non-profits can be found in Appendix IV to 2 CFR Part 200.

#### 2. DOCUMENTATION AND RECORD-KEEPING.

- a. **Records to be Maintained.** The Member Community shall maintain all records required by the HOME Program regulations specified in HOME Program Regulation 92.508 and in accordance with 2 CFR 200.302 that are pertinent to the HOME Project funded under this Agreement.
- b. **Records Retention.** The Member Community shall retain all records pertinent to expenditures incurred under this contract, in accordance with 24 CFR 92.508(c) for a minimum of five-years following the termination of the affordability period, written agreement or receipt of acquisition, rental and/or relocation assistance.

#### 3. PROGRAM INCOME.

HOME Program Income is the income generated directly by the investment of HOME funds (e.g., interest and principal on loans made by a Member with HOME funds). Program Income must be submitted to the Consortium for processing and will be credited to the Member Community for use on future HOME eligible activities. The Member Community shall report in a timely manner all program income, as defined at HOME Program regulation at 24 CFR 92.503(a). Program income may be generated by activities carried out with HOME funds made available under this contract. The use of program income by the Member Community shall comply with the requirements set forth at 24 CFR 570.504 and 2 CFR 200.307 as well as Section C Financial Administration of the WestMetro HOME Consortium Program Administration Guidelines. Program income is not subject to the 12- month exclusive use period however, program income funds may voluntarily be transferred to the Consolidated Funds Pool.

#### 4. AUDIT REPORTS AND FINANCIAL STATEMENTS.

Audit reports and/or financial statements shall clearly identify HOME receipts and expenditures separate from other funding sources.

- a. 2 CFR 200.501 requires that any non-federal entity expending federal funds in excess of \$750,000 in a year shall have a single audit performed not less frequently than annually. A copy of this audit shall be submitted to the CITY and to the HUD Office of the



Inspector General. The audit must be prepared in accordance with 2 CFR 200.501 through 200.512 and clearly identify HOME receipts and expenditures.

5. **DIVERSION OF FUNDS PROHIBITED.** The Member Community shall under no circumstances rebate, divert, or redirect funds received to any other activity (ies) or cost(s). Any such rebate, diversion, or redirection of funds from the approved activity(ies) and cost(s) as described in Schedule A, Funding Amount and Project Budget and Schedule B HOME Project herein, shall be a violation of this Agreement and subject to legal and disciplinary proceedings pursuant to General Provisions, Paragraph 8 and 11, herein.
6. **PROCUREMENT STANDARDS.**
  - a. **Procurement.** The Member Community agrees to fully comply with applicable requirements as referenced in 2 CFR 200.318 through 200.326 for nonprofit subrecipients. The CITY shall review each HOME funded procurement and all proposed contracts of the Member Community, the organization, its agents, representatives and employees or designees. Said contracts shall be maintained in the Member Community's files for review. HOME Program regulation 24 CFR 570.609 prohibits the use of debarred firms and requires certain certifications for covered subrecipient transactions consistent with 24 CFR 24, Appendix B. No funds may be released for contracts which have not been procured in accordance with these requirements. Refer to 24 CFR 570 and Section 3 of the Housing and Urban Development Act of 1968 for required compliance with local entrepreneurship and employment provisions.
  - b. **Purchase of Recycled Materials.** The Member Community shall comply with the Resource Conservation and Recovery Act, Section 6002 in the design of projects and use of designated recycled items, to the extent applicable.

**SCHEDULE F****INSURANCE**

Each Member Community shall require that all owners, contractors, and subgrantees of HOME assisted Projects shall, at all times, maintain certain types of insurance coverage consistent with the character of the Project and shall ensure compliance with the following as applicable. **(See also Section 12 (P) of the MCA)**

(1) Certificate of Insurance. At time of closing of a grant or loan providing assistance, each Member Community shall get a certificate of insurance covering the assisted premises. Said certificate shall provide coverages of the types and amounts stated in subparagraphs (a) and (b) below. The insurance provided shall be maintained during the note, mortgage or the affordability period, whichever is longer.

(a) The certificate of insurance shall provide, at a minimum, comprehensive general liability insurance and property insurance with an arrangement of coverage specifying the premises. The certificate shall name the Member Community as loss payee. Any changes from the standard required coverages and amounts as stated below shall be mutually agreed to in advance and in writing by the Member Community and the CITY.

(b) Minimum Requirements. Typically, the following coverage will be required at the minimum amounts indicated:

Property Insurance: *Minimum Amount* = 80% of market replacement value or amount of HOME funds invested and all senior indebtedness, whichever is greater.

Liability Insurance: *Minimum Amount* = HOME funds and all senior indebtedness

(2) Flood insurance. All HOME Projects are subject to the Federal Flood Disaster Protection Act and associated regulations. Each Member Community shall ensure compliance with the applicable requirements, including ensuring the provision of flood insurance protection coverage. At time of closing of a grant or loan providing assistance, each Member Community shall obtain a certificate of insurance covering the assisted premises. Said certificate shall provide the following minimum coverage:

*Minimum Amount* = HOME funds and all senior indebtedness.

(3) Construction insurance. Before the start of work on any HOME site, each Member Community shall get a certificate of insurance covering the work to be performed. Said certificate shall provide coverages for premises, operations, contractual liability, completed operations, automobile liability, employers liability, workers' compensation and professional liability (where applicable) and shall name the Member Community as additional insured. Minimum amounts are stated in (a) and (b) below. The insurance shall be maintained for the duration of the work to be performed.

(a) Minimum Requirements. Typically, the following coverages will be required at the minimum amounts indicated:

Workmens' Compensation:	Statutory coverage
Employer's Liability:	\$100,000 Coverage B
Comprehensive General Liability:	\$300,000 each occurrence
Bodily Injury:	\$500,000 each occurrence
Property Damage:	\$100,000 each occurrence
	\$300,000 aggregate

(b) Automobile Liability (case by case basis, subject to determination by Member Community and CITY) for owned and non-owned vehicles:

Property Damage:	\$100,000 each occurrence
	\$100,000 aggregate
Bodily injury	\$250,000 each occurrence
	\$500,000 aggregate

**SCHEDULE G  
(Part I)**

**CERTIFICATE OF EXECUTION**

IN WITNESS WHEREOF the parties hereto have executed this Agreement in 13 counterparts, as of the date first written above.

\_\_\_\_\_  
, Chairman, Board of Selectman/Town Manager

APPROVED AS TO LEGAL FORM ONLY, NOT SUBSTANCE:

\_\_\_\_\_  
, Legal Counsel  
Town of

**CHIEF EXECUTIVE CERTIFICATION**

This is to certify that \_\_\_\_\_ is the duly elected  
\_\_\_\_\_ for the Town of \_\_\_\_\_, Massachusetts.

\_\_\_\_\_  
Town/Clerk  
\_\_\_\_\_ Date

Attachment 4.b: SUDBURY FY20 SUBRECIPIENT AGREEMENT - FINAL (3556 : WestMetro HOME Consortium Subrecipient Agreement)



## SCHEDULE H

### FORMS

***Must be returned with signed contracts***

- Fair Housing and Equal Opportunity Report
- Part 200 Subpart F Single Audit Certification
- FFATA Form (for contracts over \$30,000)

***Must be completed and returned during program year***

- WestMetro HOME Consortium Requisition Form (submitted with invoices)
- Substantial Amendment Form

***For your reference***

- FY20 HOME Eligibility Income Limits
- WestMetro HOME Consortium Rehabilitation Standards
- FY20 HOME Rents
- 2019 HOME per unit Subsidy Limits
- HOME Program Administrative Guidelines



Bedford  
 Belmont  
 Brookline  
 Concord  
 Framingham  
 Lexington

# WESTMETRO HOME CONSORTIUM

City of Newton, Representative Member  
 1000 Commonwealth Avenue  
 Newton, MA 02459-1449  
 (617) 796-1156

Natick  
 Needham  
 Newton  
 Sudbury  
 Waltham  
 Watertown  
 Wayland

**Fair Housing and Equal Opportunity Report  
 City of Newton, Massachusetts  
 Subrecipient Documentation of Compliance with HUD Regulation  
 24 CFR 92.508 (a)(7)**

<b>Name of Organization:</b>	
<b>Total Number of Employees as of July 1, 2019</b>	
<b>White (not of Hispanic origin):</b> All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.	
<b>Black (not or Hispanic origin):</b> All persons having origins in any of the Black racial groups of Africa.	
<b>Hispanic:</b> All persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.	
<b>Asian or Pacific Islander:</b> All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands. This area includes, for example, China, India, Japan, Korea, the Philippine Islands, and Samoa.	
<b>American Indian or Alaskan Native:</b> All persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.	

\_\_\_\_\_ I have attached a copy of my organization's equal opportunity policy, and/or document any actions undertaken to assure equal employment opportunities to all persons regardless of race, color, national origin, sex, or handicap in operating programs funded in whole or in part by CDBG/HOME/ESG funding.:

Signature, Authorized Official

Date





## 2 CFR Part 200 Subpart F Single Audit Certification

2 CFR 200.501 requires that any non-federal entity expending federal funds in excess of \$750,000 a fiscal year shall have a single audit performed at least annually. The \$750,000 limit includes all federal funding sources, not exclusively HOME funds. A copy of this audit shall be submitted to the CITY and to the HUD Office of the Inspector General. The audit shall be prepared in accordance with 2 CFR 200.501 through 200.512 and clearly identify HOME receipts and expenditures.

**Member Community :** \_\_\_\_\_

I certify that the Member Community listed above:

- Has not expended \$750,000 or more in federal funds in the prior fiscal year.
- Has expended \$750,000 or more in federal funds in the prior fiscal year.
  - The 2 CFR Part 200 audit has been completed for the prior year and is attached to the contract. (One copy only.)
  - The 2 CFR Part 200 single audit has not been completed and the Member Community will forward a copy to the City of Newton upon completion.

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Signature	Title	Date
-----------	-------	------



## ATTACHMENT F FFATA REPORT

The Federal Funding Accountability and Transparency Act (FFATA) was signed into law on September 26, 2006. The intent is to empower every American with the ability to hold the government accountable for each spending decision. The FFATA legislation requires information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website.

### **A. SUB-RECIPIENT/CONTRACTOR INFORMATION**

Name of HOME Sub-recipient or Contractor: \_\_\_\_\_

Name of Project/Activity: \_\_\_\_\_

Data Universal Number System (DUNS) Number: \_\_\_\_\_

A DUNS number is a unique nine-character identification number provided by the commercial company Dun & Bradstreet (D&B). If your business/organization does not already have a DUNS number, the process to request a DUNS number takes about 10 minutes and is free of charge. Call D&B at 866-705-5711 or for persons with a hearing impairment, the TTY number is 866-814-7818.

### **B. CERTIFICATION OF SUB-RECIPIENT/CONTRACTOR**

**Question 1(a):** In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants and/or cooperative agreements; **and** (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants and/or cooperative agreements?

YES\_\_\_\_\_ NO\_\_\_\_\_

**Question 1(b):** Does the public have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

YES\_\_\_\_\_ NO\_\_\_\_\_

If the answers to question #1(a) and #1(b) are both yes, proceed to question #2. If the answers to question #1(a) and #1(b) are no, proceed to Section C of this form.

**Question 2:** List the names and total compensation of the five most highly compensated officers of the entity:

OFFICER	NAME	COMPENSATION
OFFICER 1		
OFFICER 2		
OFFICER 3		
OFFICER 4		
OFFICER 5		

**C. CERTIFICATION OF SUB-RECIPIENT/CONTRACTOR**

Officer and representative of: \_\_\_\_\_  
Name of sub-recipient or contractor

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone Number: \_\_\_\_\_

*On behalf of the Agency/Company, I hereby certify that the above information is true and accurate and is reported fully as required by the contract for this HOME assisted project. It is further understood that any payment from the WestMetro HOME Consortium for this project cannot be made until this report is submitted to the HOME Grantee.*

\_\_\_\_\_  
Name and Title of the Authorized Representative  
(print or type)

\_\_\_\_\_  
Signature of Authorized Representative                      Date

## WestMetro HOME Consortium Requisition for HOME Funds

DATE: \_\_\_\_\_

Requisition #

IDIS #

TO: *City of Newton, HOME Consortium Administrator*

Project #

FROM: \_\_\_\_\_

PROJECT: \_\_\_\_\_

Scheduled closing date (if applicable): \_\_\_\_\_

We hereby request HOME funds in the amount of: \_\_\_\_\_

As required, source documentation is attached in the form of: \_\_\_\_\_

Please requisition the indicated amount from HUD and transmit to the designated payee(s) below:

Vendor Name: \_\_\_\_\_

Vendor Address: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

*If your project receives funds from several projects, please submit one requisition per project.*

A Project Name <i>Project Number</i>	B Project Budget	C Prior Expenditures	D Prior Balance (B - C)	E Requisition Amount	F Expenditures to Date (C + E)	G Project Balance (D - E)
Name: Number:			\$0.00		\$0.00	\$0.00

<b>Match Amount - if required (25% of Expenditure):</b>	<b>\$0.00</b>
<b>Source of Match:</b> _____	

I hereby certify that the funds requisitioned herein (i) do not exceed the amount needed for the payment of eligible costs as required by HOME Program regulation 92.504; (ii) are for costs incurred or paid out during the effective period of the HOME Funding Agreement; and (iii) that matching requirements, if applicable, have been satisfied per regulations 92.218-.221.

Authorized Signature: \_\_\_\_\_

Title: \_\_\_\_\_

*Administrative Use Only*

Attachment 4.b: SUDBURY FY20 SUBRECIPIENT AGREEMENT - FINAL (3556 : WestMetro HOME Consortium Subrecipient Agreement)

(City/Town Letterhead)

To: WestMetro HOME Consortium Administrator

From: \_\_\_\_\_

Community: \_\_\_\_\_

Re: **Amendment to Annual Action Plan(s) – FY\_\_**

Date: \_\_\_\_\_

This is to notify you that the City/Town of \_\_\_\_\_ has held a public hearing on (date) \_\_\_\_\_, in accordance with its Citizen Participation Plan, and that the Citizen Participation and Environmental Review processes have been completed on the following project(s).

• **New project or project to have funding increased**

(Project Name) \_\_\_\_\_  
 ◇ (Consortium Project Number) \_\_\_\_\_  
 ◇ (Amount of funding to be added) \$ \_\_\_\_\_

• **Project to have funding decreased**

(Project Name) \_\_\_\_\_  
 ◇ (Consortium Project Number) \_\_\_\_\_  
 ◇ (Amount of funding to be deducted) \$ \_\_\_\_\_

We are attaching Budget Amendment form(s) and IDIS Setup and/or Completion forms for these changes to this memo.

Please notify HUD of these changes to the WestMetro Consortium’s FY\_\_ Annual Action Plan.

Signed:

\_\_\_\_\_  
 Title Date

U.S. DEPARTMENT OF HUD  
STATE: MASSACHUSETTS

----- 2019 ADJUSTED HOME INCOME LIMITS -----

PROGRAM	1 PERSON	2 PERSON	3 PERSON	4 PERSON	5 PERSON	6 PERSON	7 PERSON	8 PERSON
<b>Barnstable Town, MA MSA</b>								
30% LIMITS	19250	22000	24750	27450	29650	31850	34050	36250
VERY LOW INCOME	32050	36600	41200	45750	49450	53100	56750	60400
60% LIMITS	38460	43920	49440	54900	59340	63720	68100	72480
LOW INCOME	51250	58600	65900	73200	79100	84950	90800	96650
<b>Boston-Cambridge-Quincy, MA-NH HUD Metro FM</b>								
30% LIMITS	24900	28450	32000	35550	38400	41250	44100	46950
VERY LOW INCOME	41500	47400	53350	59250	64000	68750	73500	78250
60% LIMITS	49800	56880	64020	71100	76800	82500	88200	93900
LOW INCOME	62450	71400	80300	89200	96350	103500	110650	117750
<b>Brockton, MA HUD Metro FMR Area</b>								
30% LIMITS	19450	22200	25000	27750	30000	32200	34450	36650
VERY LOW INCOME	32400	37000	41650	46250	49950	53650	57350	61050
60% LIMITS	38880	44400	49980	55500	59940	64380	68820	73260
LOW INCOME	51800	59200	66600	74000	79950	85850	91800	97700
<b>Lawrence, MA-NH HUD Metro FMR Area</b>								
30% LIMITS	21500	24550	27600	30650	33150	35600	38050	40500
VERY LOW INCOME	35750	40850	45950	51050	55150	59250	63350	67400
60% LIMITS	42900	49020	55140	61260	66180	71100	76020	80880
LOW INCOME	52850	60400	67950	75500	81550	87600	93650	99700
<b>Lowell, MA HUD Metro FMR Area</b>								
30% LIMITS	22650	25850	29100	32300	34900	37500	40100	42650
VERY LOW INCOME	37700	43050	48450	53800	58150	62450	66750	71050
60% LIMITS	45240	51660	58140	64560	69780	74940	80100	85260
LOW INCOME	52850	60400	67950	75500	81550	87600	93650	99700
<b>Pittsfield, MA HUD Metro FMR Area</b>								
30% LIMITS	18650	21300	23950	26600	28750	30900	33000	35150
VERY LOW INCOME	31050	35500	39950	44350	47900	51450	55000	58550
60% LIMITS	37260	42600	47940	53220	57480	61740	66000	70260
LOW INCOME	49700	56800	63900	70950	76650	82350	88000	93700
<b>Berkshire County, MA (part) HUD Metro FMR A</b>								
30% LIMITS	18650	21300	23950	26600	28750	30900	33000	35150
VERY LOW INCOME	31050	35500	39950	44350	47900	51450	55000	58550
60% LIMITS	37260	42600	47940	53220	57480	61740	66000	70260
LOW INCOME	49700	56800	63900	70950	76650	82350	88000	93700

Attachment 4.b: SUDBURY FY20 SUBRECIPIENT AGREEMENT - FINAL (3556 : WestMetro HOME



U.S. DEPARTMENT OF HUD  
STATE:MASSACHUSETTS

----- 2019 HOME PROGRAM RENTS -----

PROGRAM	EFFICIENCY	1 BR	2 BR	3 BR	4 BR	5 BR	6 BR
<b>Barnstable Town, MA MSA</b>							
LOW HOME RENT LIMIT	801	858	1030	1190	1327	1464	1601
HIGH HOME RENT LIMIT	979	1108	1331	1529	1686	1842	1998
For Information Only:							
FAIR MARKET RENT	979	1152	1524	1931	2101	2416	2731
50% RENT LIMIT	801	858	1030	1190	1327	1464	1601
65% RENT LIMIT	1033	1108	1331	1529	1686	1842	1998
<b>Boston-Cambridge-Quincy, MA-NH HUD Metro FM</b>							
LOW HOME RENT LIMIT	1037	1111	1333	1540	1718	1896	2073
HIGH HOME RENT LIMIT	1329	1425	1712	1970	2178	2384	2591
For Information Only:							
FAIR MARKET RENT	1608	1801	2194	2749	2966	3411	3856
50% RENT LIMIT	1037	1111	1333	1540	1718	1896	2073
65% RENT LIMIT	1329	1425	1712	1970	2178	2384	2591
<b>Brockton, MA HUD Metro FMR Area</b>							
LOW HOME RENT LIMIT	810	867	1041	1202	1341	1480	1618
HIGH HOME RENT LIMIT	1027	1111	1336	1534	1691	1848	2005
For Information Only:							
FAIR MARKET RENT	1027	1136	1475	1853	2155	2478	2802
50% RENT LIMIT	810	867	1041	1202	1341	1480	1618
65% RENT LIMIT	1036	1111	1336	1534	1691	1848	2005
<b>Lawrence, MA-NH HUD Metro FMR Area</b>							
LOW HOME RENT LIMIT	893	957	1148	1327	1481	1634	1786
HIGH HOME RENT LIMIT	920	1057	1357	1692	1834	2042	2216
For Information Only:							
FAIR MARKET RENT	920	1057	1357	1700	1834	2109	2384
50% RENT LIMIT	893	957	1148	1327	1481	1634	1786
65% RENT LIMIT	1141	1224	1472	1692	1868	2042	2216
<b>Lowell, MA HUD Metro FMR Area</b>							
LOW HOME RENT LIMIT	942	1009	1211	1399	1561	1722	1883
HIGH HOME RENT LIMIT	1026	1179	1514	1785	1971	2157	2342
For Information Only:							
FAIR MARKET RENT	1026	1179	1514	1897	2047	2354	2661
50% RENT LIMIT	942	1009	1211	1399	1561	1722	1883
65% RENT LIMIT	1205	1293	1553	1785	1971	2157	2342
<b>Pittsfield, MA HUD Metro FMR Area</b>							
LOW HOME RENT LIMIT	708	831	998	1153	1286	1419	1552
HIGH HOME RENT LIMIT	708	843	1048	1342	1463	1682	1902
For Information Only:							
FAIR MARKET RENT	708	843	1048	1342	1463	1682	1902
50% RENT LIMIT	776	831	998	1153	1286	1419	1552
65% RENT LIMIT	1016	1090	1309	1504	1659	1811	1964

For all HOME projects, the maximum allowable rent is the HUD calculated High HOME Rent Limit and/or Low HOME Rent Limit.



## U.S. Department of Housing and Urban Development

MASSACHUSETTS STATE OFFICE, NEW ENGLAND AREA  
 Office of Community Planning and Development  
 Thomas P. O'Neill, Jr. Federal Building  
 10 Causeway Street - Fifth Floor  
 Boston, Massachusetts 02222-1092

Fax (617) 565-5442

August 2, 2018

**MEMORANDUM FOR:** HOME Participating Jurisdictions

**FROM:** Robert D. Shumeyko, Director  
 Office of Community Planning and Development

8/2/18

**SUBJECT:** 2018 Maximum HOME Per-Unit Subsidy Amounts

Starting in 2013, Section 221(d)(3) program limits were no longer calculated and published by HUD due to the elimination of the 221(d)(3) Mortgage Program. The HOME statute and the HOME regulation at 24 CFR 92.250(a) limit the amount of HOME funds that a PJ may invest in a HOME-assisted unit. Until a new rule can be published for effect, HUD is adopting an interim policy directing PJs to use the Section 234-Condominium Housing basis mortgage limit for elevator-type projects as an alternative to the Section 221(d)(3) limits in order to determine the maximum amount of HOME funds a PJ may invest on a per-unit basis in HOME-assisted housing projects.

Below are the 2018 maximum HOME per unit subsidy limits for Maine, Vermont, New Hampshire, Massachusetts and Rhode Island based on the Section 234-Condominium Housing basis mortgage limit for elevator-type projects. These limits were effective as of **June 4, 2018**.

Bedrooms	HOME Maximum Per-Unit Subsidy
0	\$147,074
1	\$168,600
2	\$205,018
3	\$265,229
4+	\$291,137

Please note that the above amounts have been adjusted to the maximum 240 percent that is allowed under the HOME Program on a program-wide basis, therefore, your jurisdiction may not request an increase in the subsidy limits.

**DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT**

[Docket No. FR-6103-N-01]

**Annual Indexing of Basic Statutory Mortgage Limits for Multifamily Housing Programs**

**AGENCY:** Office of the Assistant Secretary for Housing—Federal Housing Commissioner, HUD.

**ACTION:** Notice.

**SUMMARY:** In accordance with the National Housing Act, HUD has adjusted the Basic Statutory Mortgage Limits for Multifamily Housing Programs for Calendar Year 2018.

**DATES:** January 1, 2018.

**FOR FURTHER INFORMATION CONTACT:**

Patricia M. Burke, Acting Director, Office of Multifamily Development, Department of Housing and Urban Development, 451 Seventh Street SW, Washington, DC 20410-8000, telephone (202) 402-5693 (this is not a toll-free number). Hearing or speech-impaired individuals may access this number through TTY by calling the toll-free Federal Relay Service at (800) 877-8339.

**SUPPLEMENTARY INFORMATION:** The FHA Down Payment Simplification Act of 2002 (Pub. L. 107-326, approved December 4, 2002) amended the National Housing Act by adding a new Section 206A (12 U.S.C. 1712a). Under Section 206A, the following are affected:

- I. Section 207(c)(3)(A) (12 U.S.C. 1713(c)(3)(A));
- II. Section 213(b)(2)(A) (12 U.S.C. 1715e(b)(2)(A));
- III. Section 220(d)(3)(B)(iii)(I) (12 U.S.C. 1715k(d)(3)(B)(iii)(I));
- IV. Section 221(d)(4)(ii)(I) (12 U.S.C. 1715l(d)(4)(ii)(I));
- V. Section 231(c)(2)(A) (12 U.S.C. 1715v(c)(2)(A)); and
- VI. Section 234(e)(3)(A) (12 U.S.C. 1715y(e)(3)(A)).

The Dollar Amounts in these sections are the base per unit statutory limits for FHA's multifamily mortgage programs collectively referred to as the 'Dollar Amounts.' They are adjusted annually (commencing in 2004) on the effective date of the Consumer Financial Protection Bureau's (CFPB's) adjustment of the \$400 figure in the Home Ownership and Equity Protection Act of 1994 (HOEPA) (Pub. L. 103-325, approved September 23, 1994). The adjustment of the Dollar Amounts shall be calculated using the percentage change in the Consumer Price Index for All Urban Consumers (CPI-U) as applied by the CFPB for purposes of the above-described HOEPA adjustment.

The percentage change in the CPI-U used for the HOEPA adjustment is 2.1

percent and the effective date of the HOEPA adjustment is January 1, 2018. The Dollar Amounts under Section 206A have been adjusted correspondingly and have an effective date of January 1, 2018.

The adjusted Dollar Amounts for Calendar Year 2018 are shown below:

**Basic Statutory Mortgage Limits for Calendar Year 2018**

*Multifamily Loan Program*

Section 207—Multifamily Housing  
Section 207 Pursuant to Section 223(F)—Purchase or Refinance Housing

**SECTION 220—HOUSING IN URBAN RENEWAL AREAS**

Bedrooms	Non-elevator	Elevator
0 .....	\$52,658	\$61,421
1 .....	58,332	68,056
2 .....	69,677	83,450
3 .....	85,882	104,517
4+ .....	97,227	118,179

**SECTION 213—COOPERATIVES**

Bedrooms	Non-elevator	Elevator
0 .....	\$57,067	\$60,764
1 .....	65,800	68,843
2 .....	79,357	83,714
3 .....	101,578	108,300
4+ .....	113,164	118,883

**SECTION 234—CONDOMINIUM HOUSING**

Bedrooms	Non-elevator	Elevator
0 .....	\$58,232	\$61,281
1 .....	67,143	70,250
2 .....	80,976	85,424
3 .....	103,652	110,512
4+ .....	115,473	121,307

**SECTION 221(D)(4)—MODERATE INCOME HOUSING**

Bedrooms	Non-elevator	Elevator
0 .....	\$52,405	\$56,609
1 .....	59,489	64,896
2 .....	71,908	78,914
3 .....	90,256	102,087
4+ .....	101,987	112,062

**SECTION 231—HOUSING FOR THE ELDERLY**

Bedrooms	Non-elevator	Elevator
0 .....	\$49,824	\$56,609
1 .....	55,700	64,896
2 .....	66,515	78,914
3 .....	80,047	102,087

**SECTION 231—HOUSING FOR THE ELDERLY—Continued**

Bedrooms	Non-elevator	Elevator
4+ .....	94,108	112,062

Section 207—Manufactured Home Parks per Space—\$24,175

Per Unit Limit for Substantial Rehabilitation for Calendar Year 2018

The 2016 Multifamily Accelerated Processing (MAP) Guide established a base amount of \$15,000 per unit to define substantial rehabilitation for FHA insured loan programs. Section 5.1.D.2 of the MAP guide requires that this base amount be adjusted periodically based on the percentage change published by the CFPB or other inflation cost index published by HUD. Applying the HOEPA adjustment the base amount, the 2018 base amount per dwelling unit to determine substantial rehabilitation for FHA insured loan programs is \$15,636.

**Environmental Impact**

This issuance establishes mortgage and cost limits that do not constitute a development decision affecting the physical condition of specific project areas or building sites. Accordingly, under 24 CFR 50.19(c)(6), this notice is categorically excluded from environmental review under the National Environmental Policy Act of 1969 (42 U.S.C. 4321).

Dated: May 25, 2018.

**Dana T. Wade,**

*General Deputy Assistant Secretary for Housing.*

[FR Doc. 2018-11854 Filed 6-1-18; 8:45 am]

**BILLING CODE 4210-67-P**

**DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT**

[Docket No. FR-7001-N-26]

**30-Day Notice of Proposed Information Collection: CDBG Urban County Qualification/New York Towns Qualification/Requalification Process**

**AGENCY:** Office of the Chief Information Officer, HUD.

**ACTION:** Notice.

**SUMMARY:** HUD is seeking approval from the Office of Management and Budget (OMB) for the information collection described below. In accordance with the Paperwork Reduction Act, HUD is requesting comment from all interested parties on the proposed collection of information. The purpose of this notice

# WESTMETRO HOME CONSORTIUM CONSTRUCTION STANDARDS

UPDATED MARCH 5, 2019

In accordance with the 2013 HOME Final Rule, 24 CFR 92.251, Uniform Property Condition Standards (UPCS) addressing Methods and Materials have been incorporated into the WestMetro HOME Consortium Rehabilitation Standards as required by the U.S. Department of Housing and Urban Development. These standards, in addition to all local codes, ordinances and zoning requirements, will apply to HOME Investment Partnerships Program-funded development and rehabilitation projects committed after January 24, 2015 and ensure upon completion that assisted projects will be decent, safe, sanitary and in good repair. All project sponsors seeking HOME assistance must conform to the standards outlined herein.

## I. General Policy for Property Standard Inspections

1. **Inspection Procedures.** Each Member Community is responsible for using the appropriate HUD- issued inspection checklist as a tool to inspect the appropriate items and areas. Inspections may be carried out by certified or licensed professionals, including but not limited to in-house staff, qualified professional(s) from the development team or third-party consultants independent of the developer, owner or sponsor of the housing receiving HOME funds. Consideration should be given to the project size, complexity and developer capacity. Member Communities wishing to train and certify inspectors may do so using its HOME Administrative or other funding. Appropriate certifications must be kept on file or the inspection will be void.
2. **On-Site Inspections.** The Member Community is responsible for inspecting each HOME Project at the time of completion to ensure that the work is completed in accordance with applicable codes, standards, contract and construction documentation. The property must meet these criteria at close-out and during the HOME period of affordability. The Consortium Administrator provides notification of on-going inspections during the HOME monitoring period.
  - a. **Frequency of Inspections.** For *rental projects*, the first on-site ongoing inspections must occur within 12 months following project completion, and an inspection must be conducted at least once every three years thereafter. For *homeownership projects*, the unit(s) must be inspected and confirmed to meet property standards at the time of acquisition or be inspected within 12 months following project completion.
  - b. **Sample Sizes.**
    - 100% of the HOME rental units must be inspected for projects consisting of 1 to 4

- units.
- For projects with more than four HOME-assisted rental units, at least 20% of the HOME- assisted units in each building, but not fewer than four units in each project and one HOME-assisted unit in each building.
- c. **Follow up to Address Deficiencies.** A follow up inspection is required within 12 months of the violation for non-health and safety deficiencies. For non-health and safety deficiencies, the Member Community may choose to conduct an on-site inspection or accept third party documentation (such as a paid invoice for work completed). Health and Safety violations must be corrected immediately. Member Communities may rely on the procedures specified in the “Opportunity to Cure” section in each project’s executed HOME Funding Agreement.
- d. **Annual Certification.** During yearly rent approval, property owners must certify to the Member Community that the building(s) and all HOME-assisted units in the project are suitable for occupancy.

## II. Property Standards for New Construction Projects

1. **Minimum Standards.** All HOME-assisted projects must meet all Massachusetts State Building, local codes, ordinances, sanitary, and zoning requirements pursuant to 24 CFR 92.251. Additionally, consistent with UPCS guidance, projects must comply with the rehabilitation standards in Section III, Part 15 outline applicable methods and materials and construction requirements.
2. **Accessibility.** Proposed projects must meet accessibility requirements as applicable in 24 Part 8, which implements Section 504 of the Rehabilitation Act of 1973 and Titles II and III of the Americans with Disabilities Act. (as implemented at 28 CFR Parts 35 and 36). Covered multifamily dwellings, as defined at 24 CFR 100.201, must also meet the design and construction requirements at 24 CFR 100.205, which implements the Fair Housing Act. Rehabilitation may include improvements that are not required by regulation or statute that permit use by a person with disabilities. In addition, sponsors must conform to any and all applicable Massachusetts laws and regulations regarding accessibility, including, in renovation projects, obtaining all necessary variances from the Massachusetts Architectural Access Board.
3. **Disaster Mitigation.** The housing, where relevant, must include Disaster Mitigation Standards consistent with State and local requirements to mitigate the impact of potential standards (24 CFR 92.251(a)(2)).
4. **Project Oversight.** The Member Community must review and approve written cost estimates, construction contracts, and construction documents and conduct construction progress and final inspections to ensure that work is done in accordance with the applicable codes, contract, and construction documents. The Member Community is responsible for

documenting these inspections. Inspections may be carried out by certified or licensed professionals, including but not limited to in-house staff, qualified professional from the development team or third-party consultants independent of the developer, owner or sponsor of the housing receiving HOME funds. Consideration should be given to the project size, complexity and developer capacity.

5. **Broadband Infrastructure.** New construction housing projects containing more than 4 rental units must include the installation broadband infrastructure, as defined in 24 CFR 5.100, except where the participating jurisdiction determines and, in accordance with §92.508(a)(3)(iv), documents the determination that:
  - (A) The location of the new construction makes installation of broadband infrastructure infeasible; or
  - (B) The cost of installing the infrastructure would result in a fundamental alteration in the nature of its program or activity or in an undue financial burden.

### III. Property Standards for Rehabilitation Projects

1. **Minimum Standards.** All HOME-assisted projects must meet all Massachusetts State Building, local codes, ordinances, sanitary, and zoning requirements pursuant to 24 CFR 92.251. Additionally, consistent with UPCS guidance and as such, the following standards, methods and materials outline rehabilitation requirements.
2. **Health & Safety.** Each sponsor of an occupied project must provide a narrative describing the existing condition of the property, identifying any life-threatening deficiencies and a plan for addressing such deficiencies prior to commencement of renovation activities. The sponsor must describe how residents who will remain in structures under renovation will be assured of safe egress, protection from fire hazards, noxious fumes, exposure to hazardous materials, and loss of security for themselves and their possessions.

Certain health and safety issues must be addressed immediately when a unit is already occupied. These items include:

- Air Quality – Propane/Natural Gas/Methane Gas Detected
- Blocked Egress/Ladders
- Carbon Monoxide/ Smoke Detector – Missing/Inoperative
- Electrical Hazards – Exposed Wires/Open Panels
- Electrical Hazards – Water Leaks on/near Electrical Equipment
- Emergency Fire Exits – Emergency/Fire Exits Blocked/Unusable
- Leaking smoke pipes on all gas or oil fired appliances and/or heating units
- Missing Outlet Covers
- Missing/Damaged/Expired Extinguishers
- Misaligned/Leaking Chimney and/or Ventilation Systems
- Open Waste Lines
- Outlets/Switches/Cover Plates – Missing/Broken

- Windows – Security Bars Prevent Egress

**3. Major Systems.** Major Systems are the following:

- Structural support
- Roofing/siding/cladding/weather proofing
- Windows/doors
- Plumbing/electrical
- Heating/ventilation/air conditioning
- Chimneys
- Decks and Stair systems

**4. Useful Life of Major Systems.** In housing with 26 or more units, an estimate of all Major Systems, as outlined above and defined by HUD, appliances and other components of the proposed project, including fire suppression and/or detection, security, tel/data, stormwater management systems, basic livability requirements mandated by the Massachusetts State Sanitary Code, and requirements of the Massachusetts Architectural Access Board and applicable Federal accessibility standards, must be completed by a capital needs assessment conducted by a third-party hired by the owner, developer or the Member Community. Additionally, each project sponsor must complete a systems checklist identifying each major system, its current condition, the proposed scope of rehabilitation, and the expected useful life of the system following rehabilitation.

If the housing contains less than 26 units, an in-house capital needs assessment is acceptable, so long as it is conducted by a qualified individual. If the person is unable to acquire an original install date of the system, he/she should estimate the useful life using their experience in the field.

- For rental housing,** if the useful life of any Major System is less determined to be less than the HOME Affordability Period the owner/developer must establish a replacement reserve. The owner/developer must make adequate monthly payments to said reserve that will allow repairs and replacement as needed.
- For ownership housing,** all Major Systems must have a useful life of at least five years. If a Major System does not meet this standard, they must be rehabilitated or replaced as part of the rehabilitation work.

**5. Energy Conservation and Green Design:** Project sponsors will be required to provide information on energy efficiency and green design in their applications, in particular, aspects of developments that exceed requirements of the base Massachusetts Building Code, or the “Stretch Code” if adopted by the locality.

**6. Lead Paint.** Project sponsors are required to follow Lead-Based Paint provisions of 24 CFR Part 35. For properties occupied by children less than 6 years of age, full abatement is required. Sponsors also must conform to all Massachusetts laws and regulations, as well as

EPA requirements regarding lead-based paint, including protection of workers who may be exposed to lead paint during the construction process.

7. **Accessibility.** Proposed projects must meet accessibility requirements as applicable in 24 Part 8, which implements Section 504 of the Rehabilitation Act of 1973 and Titles II and III of the Americans with Disabilities Act. (as implemented at 28 CFR Parts 35 and 36). Covered multifamily dwellings, as defined at 24 CFR 100.201, must also meet the design and construction requirements at 24 CFR 100.205, which implements the Fair Housing Act. Rehabilitation may include improvements that are not required by regulation or statute that permit use by a person with disabilities. In addition, sponsors must conform to any and all applicable Massachusetts laws and regulations regarding accessibility, including, in renovation projects, obtaining all necessary variances from the Massachusetts Architectural Access Board.
8. **Disaster Mitigation.** The housing, where relevant, must include Disaster Mitigation Standards consistent with State and local requirements to mitigate the impact of potential standards.
9. **Inspection Forms.** Upon initial completion and ongoing property inspections, each inspector shall use Form HUD-52580 (the standard "Inspection Checklist" Housing Quality Inspection form), or a successor form as directed by HUD.
10. **Work Write-Ups and Cost Reasonableness.** The Member Community must review and approve work write-ups (i.e. plans and specifications) to ensure that the work will be in compliance with the standards outlined herein. The Member Community must review a written cost estimate and approve the estimate after determining that the costs are reasonable.
11. **Frequency of Inspections.** The Member Community must conduct an initial inspection in order to determine deficiencies that must be addressed; periodic inspections to monitor construction progress; and a final inspection to ensure all work was done in accordance with the work write-ups and/or plans. The Member Community is responsible for documenting these inspections. Inspections may be carried out by certified or licensed professionals, including but not limited to in-house staff, qualified professional from the development team or third-party consultants independent of the developer, owner or sponsor of the housing receiving HOME funds. Consideration should be given to the project size, complexity and developer capacity.
12. **Ongoing property condition standards.** For the duration of the HOME affordability period, all rental housing must meet:
  - a. Massachusetts State Building Sanitary, and Zoning Codes
  - b. The Housing Quality Standards pursuant to 24 CFR 982.
  - c. Health and Safety defects, as identified in Section 2 of this policy



- d. Lead-based Paint requirements, as identified in Section 5 of this policy
- e. Local Zoning Ordinances
- f. National Electrical Code
- g. Massachusetts Fuel Gas and Plumbing Code
- h. Massachusetts Fire Regulations
- i. Massachusetts Elevator Regulations
- j. Massachusetts Department of Public Health Requirements
- k. Massachusetts Historic Commission Regulations
- l. U.S. Department of Energy Regulations
- m. Massachusetts Department of Environmental Protection Regulations
- n. HUD Rehabilitation Guidelines
- o. Americans with Disabilities Act
- p. Massachusetts Architectural Access Board Regulations
- q. Local, State and Federal Requirements Related to Sewage/Septic Systems
- r. Requirements for HOME Environmental Provisions

**13. Corrective Actions.** A follow up inspection is required within 12 months of the violation for non- health and safety deficiencies. For non-health and safety deficiencies, the Member Community may choose to conduct an on-site inspection or accept third party documentation (such as a paid invoice for work completed). Health and Safety violations must be corrected immediately. Member Communities may rely on the procedures specified in the “Opportunity to Cure” section in each project’s executed HOME Funding Agreement.

**14. Uniform Physical Condition Standards (UPCS):** All sponsors will be required to ensure that assisted housing will be decent, safe, sanitary, and in good repair as described in 24 CFR 5.703 (<https://www.gpo.gov/fdsys/pkg/CFR-2011-title24-vol1/pdf/CFR-2011-title24-vol1-sec5-703.pdf>). Monitored projects will include the UPCS inspectable items and observable deficiencies for the site, building exterior, building systems, common areas, and units identified on the following. Sponsors should review the following appendices: HOME Investment Partnerships Program FAQ (<https://www.hudexchange.info/onecpd/assets/File/HOME-FAQs.pdf>), as well as CPD Notice 18-08, Section IV, D, 2, (g) (<https://www.hudexchange.info/resources/documents/Notice-CPD-18-08-Guidance-on-Submitting-HTF-Allocation.pdf>).

**15. Methods, Materials and Additional Standards for Multifamily Rehabilitation Projects:** Sponsors of multifamily rental projects are to follow the following standards as closely as possible.

**Overall Unit Size:**

- SRO: 120 square feet (sf)
- Enhanced SRO: 175 sf (includes food preparation area and bathroom)
- One-bedroom unit: 600 sf (or applicable HUD program standards; for example section 202)
- Two-bedroom unit: 850 sf

- Three-bedroom unit: 950 sf
- Four- or more bedroom unit: 1,100 sf

**Minimum Room Size:**

Rooms in rehabilitation projects shall meet the following minimums (including a dimensional minimum):

- Primary bedrooms: 120 sf (10.5 ft.)
- Secondary bedrooms: 100 sf (9.5 ft.)
- Living room: 150 sf (12 ft.)
- Dining room: 100 sf (10 ft.)
- Living/dining room combo: 200 sf (12 ft.)
- Full bathroom: 40 sf (5 ft.)

If a room has a sloped ceiling, any portion of the room measuring less than 5 feet from the finished floor to the finished ceiling shall not be included in the measurements of the floor area.

Closets and storage cannot be included in the measurement of the floor area.

**Kitchen:**

The size of the unit should determine the amount of counter space to be provided:

	<i>counter space length</i>	<i>minimum circulation width</i>
• One-bedroom unit	6 linear feet	4 feet
• Two-bedroom unit	8 linear feet	4 feet
• Three or more-bedroom unit	10 linear feet	4 feet

The minimum total linear feet of counter cannot include the space occupied by the sink, stove, and refrigerator.

**Bathrooms:**

The number of bedrooms within the unit determines the number of bathrooms:

- One-bedroom unit                      One bathroom
- Two-bedroom unit                      One bathroom
- Three-bedroom unit                    One-and-a-half bathrooms (minimum)
- Four or more-bedroom units        Two bathrooms

Many of the Housing Rehabilitation Projects on homes built prior to 1978 may require some level of Lead Paint Abatement and/or Interim control. When Federal financial assistance is available to the project, the HUD Lead Safe Housing Rule will be in effect. The Lead Safe Rule requires that contractors be certified in the Lead Safe Housing Rule, and when disturbing lead-based paint, comply with the section governing the type of HUD assisted Housing Program. For projects where a child under the age of six resides in the dwelling, a comprehensive Lead Paint Risk Assessment and full lead paint abatement will be required.

The HOME Program is financially assisted by HUD money, and is required to specify and install products that are Energy Star qualified whenever feasible to do so. Energy Star is a

joint program of the U.S. Environmental Protection Agency and the U.S Department of Energy, and its goal is to identify and promote energy-efficient products that conserve energy and reduce greenhouse gas emissions. While Energy Star provides labeling for 50 different product categories, its testing and certification is ongoing with continuous with new products receiving its labeling on a regular basis. Most energy devices such as lighting fixtures and/or heating systems will be specified in the work write-up and/or Bid Specifications by the Housing Rehabilitation Specialist. When submitting an “or approved equal” product on the Bid form, the product must meet and/or exceed the Energy Star ratings specified in the work specifications.

In most cases, a material cost per light fixture/illumination will be included in work write-up and/or bid specifications. This is to allow the owner an opportunity to choose a fixture that suits their particular style and preferences, and it allows the contractor to know the material costs when completing the bid form. All light fixtures installed by contractor will be Energy Star qualified. Many fixtures simply require the installation of an Energy Star bulb. Depending on the amount of illumination required in a particular room, the fixture may require a specific design to prevent overheating and malfunction of bulbs.

The following requirements and information to utilize when bidding and completing projects:

#### **GENERAL**

1. All bid proposals must accurately reflect the work specified along with any additional addenda to the works specs.
2. All written proposals will be considered firm quotes and not price estimates.
3. The proposal must include all phases of construction that will produce a functional and attractive finished product. In other words, all aspects of construction leading to a finished product must be included in the proposals whether expressly stated in the bid specifications or assumed to be included as an expected part of the work. For example, if a door is called for in the work specifications, then it must include the jambs, header, sill, hinges, doorknob, bolt, striker, trim, painting, etc.
4. When any item, such as a light fixture, plumbing fixture, stove, etc., has to be temporarily removed and later re-installed, the cost of this work must be included in the bid. For example, if new flooring is called for in the bathroom, the installer must include the cost of removal and re-installation of the toilet in the proposal.
5. All materials must be installed according to the manufacturer’s recommendations.
6. No “seconds” or inferior materials will be permitted.
7. Any materials damaged while being removed or installed will be replaced by the contractor at his own expense, if in the opinion of the project oversight inspector, care or good judgment was not exercised.
8. If any work is unsatisfactory to the project oversight inspector, it must be done again and/or modified until satisfactory at the contractor’s expense, or another contractor will complete the work and the original contracted line item price will not be paid.

9. If a subcontractor, hired by the General Contractor, accidentally harms another contractor's work, the General Contractor will be responsible for required repairs, and the project oversight inspector will be notified immediately.
10. All trades must adhere to state, federal, and local codes.
11. All necessary permits must be applied for and inspections arranged by the subcontractors and contractors.
12. All work must be accomplished in a workmanlike and diligent manner. The contract will specify a reasonable time for completion of a project. A project should be completed within the specified time limits in the contract with as few delays as possible. The finished product should be pleasing to the eye.
13. The general contractor is responsible for coordination of the work of all subcontractors such as plumbing, wiring, and carpentry. Where and when it is required, the General Contractor will coordinate with Lead and Asbestos Abatement contractors. All trades must comply with state, federal, and local regulations governing other trades. For example, during asbestos and lead removal, no other work can proceed on the project.
14. The homeowner will choose all colors and patterns.
15. Homeowners must be contacted at least one day prior to the start of the work.
16. No homeowner will be left without the use of facilities (bathroom, heat, kitchen, etc.) overnight, unless homeowner has agreed.
17. Rubbish from construction must be removed on a regular and frequent basis and should be confined to one location which is approved by the homeowner. It is particularly important not to leave rubbish or any staging at the project during any brief hiatus in the work, such as a delay in the delivery of materials.
18. All suggested name brands are consistent with the quality and Energy Star standards, and any substitutions of products must be of equal quality and standards to maintain consistency with existing materials or fixtures. In addition, any substitutions must be specified in the bidding process and approved by the project oversight inspector to maintain the consistency of quality.

#### **CARPENTRY**

1. All structural wood must be construction grade or better.
2. All permanent supports of buildings and structures (including porches) shall extend a minimum of four feet below grade except when erected upon sound bedrock.
3. The diameter and footings of all concrete piers must comply with state, federal, and local codes.
4. All wood in contact with ground or masonry and supporting permanent structures shall be approved treated Wolmanized pressure treated wood.
5. All wood less than two inches above the surrounding grade, in locations subjected to pounding of water, and/or in a location subjected to dampness, shall be approved wood type (redwood, etc.) or pressure treated.
6. All kitchen and bathroom cabinets must have four sides and a bottom shelf. Fronts shall be pre-finished plywood, hardwood, or plywood with a washable veneer.
7. All locksets must be equal to or better than Schlage unless stated otherwise in the specifications.

8. All tub surrounds must be equal to or better than Sterling. All tub surrounds will be constructed of fiberglass and Gelcoat or Formica.
9. All suspended ceilings must be at least equal to Owens-Corning, pebble white, and meet fire rated requirements for specific applications.
10. All countertops must be equal to or better than Formica and be post-formed with backsplash and include factory miters and/or fixture openings.
11. All exterior doors must be equal to or better than "THERMA-TRU" Smooth-Star Fiberglass Door Model #S2100, with clear insulated glass and Low E film, include custom cut-down charge if applicable, and shall meet or exceed state and Energy Star requirements for energy conservation.
12. All areas that will have sheetrock must be left level, square, studded, furred, backed, and plumbed for sheetrock.
13. Fire code (5/8") sheetrock to be used to surround each apartment in a multi-family dwelling to provide a one (1) hour fire rating.
14. All interior doors leading to common areas in a dwelling containing more than one unit shall meet state, federal and local fire ratings.

#### **ROOFING**

1. All roofing materials must be of quality equal to or better than preformed white aluminum drip edge, 15 lb. felt, 30-year architectural algae resistant shingles, aluminum back flashing, and lead cap flashing.
2. Valleys can be woven or flashed with aluminum in six (6) foot lengths.
3. All chimneys, roof flanges, etc. must be flashed, counter-flashed, and made weather-tight.
4. All low-slope roofs to have double coverage, GAF or equal with blind nailing, rubber membrane covering, peel and apply products such as "low-Slope", bituthane under covering, or shingles installed as indicated by state building code.
5. Fill in all spaces in roof sheathing.
6. Replace all deteriorated roof sheathing (if visually available from attic area) and make allowances in bid price.
7. All roof insulation shall include proper ventilation as indicated by state building codes.

#### **STORM DOORS AND WINDOWS**

1. All aluminum combination storm doors must include all screens, storm sash, have a baked enamel or mill finish (owner's choice), be fitted with a self-closing device, and be equal to or better than one (1) inch door by Viking.
2. All aluminum combination storm windows must include screens and storm sash and be equal to Viking Rex or an approved equal.
3. All screens are to be aluminum.
4. The homeowner will choose either baked enamel or mill finish.
5. Fixed windows will not require a screen.
6. Unusual windows are to be custom cut and fit.
7. Unless specified otherwise, all new window installations will have a U factor and SHGC of .27 or lower, such as Harvey Classic, Norandex Viewpoint 5000 Series, MI 1555 Series (or approved equal) with matching grids and aluminum half screens. Use obscure glass in

bathrooms. Cellar windows will be either sliding, hopper, or awning according to specs. Tempered glass to be used whenever MA code dictates. When a new rough opening is required, window size shall meet minimum requirements as indicated by state building code.

#### **INSULATION**

1. All attic insulation must strive for an R-factor of at least 30, where possible.
2. In floored attics being blown in, remove enough boards to fill the bays and replace boards, drill and plug with permission of owner.
3. Materials can be class #1 cellulose, loose or blanket fiberglass.
4. Allow for ventilation above insulated rafters.
5. Sidewalls to be filled to capacity when called for. At least two holes per bay (8 feet tall).
6. Ventilation to be provided at a rate of one square foot of clear vent for every 300 square feet of insulation and vapor retarded areas.
7. Walls that are opened and insulated with blanket/batt fiberglass installation to include poly vapor barrier lapped four inches.

#### **SHEETROCK**

1. Use 5'8" sheetrock where one (1) hour fire rating is required.
2. Use 5/8" sheetrock where studs or joists are more than 16" OC.
3. Ceilings are to be screwed. Walls can be nailed. When sheetrock is applied over existing plaster it is to be screwed to joists or studs.
4. Moisture resistant sheetrock to be used in areas of high humidity such as bathrooms, laundry, and behind kitchen sink base.
5. Allow for any backing, blocking, shimming, furring, or studding necessary to do a square, level, and smooth job. This must be included in the bid price.
6. Sheetrock joints to be covered with tape (imbedded in compound), joints and nails/screws to be covered with three (3) coats of compound, final coat to be finished smooth and ready for paint, etc.

#### **FLOORING**

1. All flooring will have a material cost listed in the specs (not including installation). Contractor will include any additional installation (labor and substrates) costs and material cost per square foot on bid form.
2. All sheet goods flooring must be applied to a smooth, dry surface.
3. Existing resilient flooring will have a plywood underlayment for new resilient flooring or cement board for tile applied over existing flooring, prior to installation of new, and include labor and material on bid form.
4. Before installing plywood or cement board on the floor in the bath, the toilet must be removed.
5. All voids and cracks must be filled with a leveling agent.
6. If a stove, toilet, plumbing fixture, electrical fixture, vanity, or anything else has to be removed and replaced, the cost of removal and replacement must be included in the bid price.

7. If the flooring is not scribed to the satisfaction of the project oversight inspector, a base shoe, carpet strip, or cove base must be installed and finished at the contractor's expense.
8. All preparation and finish of surfaces must be included in the bid.

#### **PAINTING**

1. Before painting, all areas must be clean, all holes must be patched, all caulking complete, all sashes must be glazed where necessary, all peeling paint scraped and feathered, all loose wood nailed. This must be included in the bid. All severely damaged wood, siding, trim, etc. to be replaced must be included in the bid price.
2. All exterior paint must be equal to or better than Sherwin-Williams or Benjamin Moore.
3. All interior paint must be equal to or better than Sherwin-Williams or Benjamin Moore.
4. All sheetrock walls and ceilings to receive one coat of primer and two topcoats of finish.
5. All interior stain must be equal to or better than Minwax.
6. All exterior stain must be equal to or better than Cabot or Cuprinol.
7. All urethane must be applied in three coats. The first two coats are to be lightly sanded and materials are to be equal to or better than Minwax or Zip-Guard.
8. All interior and exterior watermarks, stains, or knots to be treated with at least one coat of pigmented shellac, Kilz, Bin, or Equal.
9. Check the entire contract to bid on all new work done by carpenters, sheet rockers, and other trades. Unless specified otherwise, contractor will be responsible for painting all new work.

#### **MASONRY**

1. All masonry to be in accordance with the State Building Code as well as local ordinances.
2. Before repointing, all joints are to be raked to a minimum depth of ½" and wetted. Tooling and color of new mortar to match existing as closely as possible from local sources.
3. Step flashing to be lead, counter-flashing may be aluminum.
4. All new chimneys to be clay-flue lined with approved clean-outs and thimbles. All chimneys will be waterproofed prior to installation unless masonry units fulfill this requirement.

#### **PLUMBING**

1. All kitchen sinks must be of a quality equal to or better than Dayton's stainless, double bowl sink.
2. All kitchen faucets must be of quality equal to or better than Delta, spray to be included.
3. All tubs to be American Standard's Builder (cast iron) or equal.
4. All tub and shower valves to be Symmons S96-2 (anti-scald) or equal. Waste and overflow to be Gerber 41-812 or equal.
5. Water closet to be Gerber or equal (water-saver).
6. One-piece lavatory to be Universal Rundle's one-piece china top or pre-formed top by Roma, Northwest Marble, or equal.

7. Unless specified otherwise, all vanity bases to be 20", 24", or 30", Universal Rundle or Old Hampshire's pre-finished vanity base.
8. Unless specified otherwise, vanity tops to be one-piece china, pre-formed or post-formed Formica top with a drop-in lavatory that is cast in china and must be American Standard or equal.
9. All vanity faucets to be Delta or equal.
10. All necessary carpentry or other trade work must be included in the bid, unless other arrangements have been made, especially in regard to vent pipes. Ask the homeowner for the least objectionable location for the vent pipe.
11. All accessible lead, steel, or brass pipe connected to a fixture that is being replaced is to be removed.
12. Install shut-offs and escutcheons for all new fixtures except tubs.
13. All work to be in accordance with the Massachusetts building code.

#### HEATING

1. All new heating units to be Energy Star Qualified, unless otherwise specified. Heating device will include a programmable thermostat that offers four convenient pre-programmed settings and be Energy Star qualified.
2. All work to be in accordance with Massachusetts building code.
3. All related code material, such as 5/8" fire-rated sheetrock, buried oil line, thermostat, filters, and firematics to be included in the bid. All extraordinary situations that might endanger the safety of the resident or go against code to be made safe.
4. Removal of old heating unit to be included in bid.
5. All water heaters must be Energy Star qualified, unless specified otherwise.

#### ELECTRICAL

1. All cellar light fixtures and the light fixture over the cellar stairs to be porcelain or Bakelite and include illumination bulb such as the type recommended by Energy Star.
2. All bathroom and kitchen counter top plugs must be ground-fault protected.
3. Overhead light fixtures will have a spec'd allowance per fixture unless the owner supplies fixtures.
4. All splices to be in box.
5. All bath vents to be Panasonic Whisper or equal and must be vented to the exterior.
6. All related carpentry work or other trade work must be included in the bid unless other arrangements have been made.
7. Wire mold is objectionable to many homeowners. It should be used only with the prior written permission of the homeowner. Otherwise, it will not be permitted.
8. If the bid specifications call for a switched overhead fixture, the outlet, the switch, and related wiring must be included in the bid.
9. All work must be in accordance with the Massachusetts building code.
10. All light fixtures to provide illumination will be Energy Star qualified.



## 16. Required Architectural Submission (Multifamily Rental Rehabilitation Projects):

This section outlines the type of drawings and other documentation that sponsors must submit for rehabilitation projects that fall within these guidelines. An architect and/or construction cost estimator must prepare the plans and construction budgets applicable for each project.

### Site Plan:

Indicate the location of the building, property lines, access to the building from the street, landscape, curb cuts, driveways, orientation (north arrow), at an appropriate scale.

### Existing Floor Plan:

Include plans for each floor, including basement and roof. Drawings should be drawn at an appropriate scale. The existing floor plans should include the following information:

- Structural elements such as existing bearing walls, columns (indicate this with a note or graphically, e.g.: shade in the structural walls).
- Direction of floor joists if structural changes are being made.
- Existing plumbing, ventilation chase, fireplaces and any other information that affects design.

### Proposed Floor Plans:

Drawings should address changes of layout, removal of walls or structural elements, or any other changes. The proposed floor plans should include the following information:

- Unit Floor Area (i.e., the total area within the unit exterior walls).
- Room Areas (i.e., the area within the perimeter wall of the room excluding storage and closet space).
- Critical overall and interior dimensions.
- Vertical structural elements.
- Wall thickness to scale.
- Location and size of windows, indicating the window-sill height (measured from the finished floor).
- Ceiling heights.
- Location of mechanical equipment, meters, and electric service panels.
- Location of water, gas, sewer, and electric services.
- In the case of attic renovation, drawings should be provided indicating ceiling heights, knee wall heights, dormers location, etc.
- All units should be built with internet connectivity, COAX cable for TV and CAT5e or better for tel/data.

### Elevations:

Drawings should include all elevations impacted by the scope of work.

**Landscaping Guidelines:**

This section outlines suggestions for site improvements and landscaping for projects that all under these guidelines.

**Site Design:**

- Where possible and feasible, provide usable areas such as the following where the community can meet and gather:
    - o Safe play areas for children in multifamily developments.
    - o Community garden areas, including planters for vegetables, herbs, flowers.
    - o Semi-public open spaces.
    - o Patios, front yards, porches, or balconies to encourage community interaction and provide eyes on-the-street surveillance.
  - Provide for alternative transportation, e.g., bike paths and storage, pedestrian links, car shares.
  - Provide all required accessible routes of travel, and in general, avoid use of stairs, wherever the terrain permits.
- Prioritize pedestrian over vehicular traffic and use traffic calming devices. Incorporate attractive well-lit pedestrian paths wherever possible.

**Site Demolition and Clearing:**

- Remediate all hazardous materials such as asbestos (ACMs), lead (LCMs), PCB's, VOC's, Arsenic, etc. carried out in accordance with all applicable local, state and federal regulations.
- Provide a summary and accurate estimate of the site remediation plan, if applicable, along with grading plans.

**Tree/Shrub Pruning and Removal:**

- Remove trees that originate at foundation wall of building or present a hazard to the structure.
- Remove dead trees.
- Trim stump to below grade.
- Prune back branches that overhang roof or brush walls of building.
- Prune branches that may threaten utility connections.
- Clean up and properly dispose of brush and wood.
- Remove shrubs that are diseased, those that obstruct walkways, drives and pathways, and those that obstruct windows.

**Grading:**

Restore grade to include, when appropriate, a 6" minimum deep planting bed of clean loam/topsoil. New grade should slope away from buildings and fit the existing neighboring grades, particularly at street or sidewalk. Grades for usable lawn areas should not exceed twenty percent. The grade across paved areas should not exceed four

percent, or any applicable maximum slope required by accessibility or applicable site engineering standards.

**Paving, Fencing and Walls:**

- Restore walks and driveways to good condition.
- Fences should generally never exceed a height of 6 feet. Material and style should be appropriate to surrounding neighborhood.

**Lawns:**

- Sod or seed new lawns. If seeded, pegged cloth or salt hay should be used to prevent erosion on slopes in excess of six percent. If lawn area is shady, seed or sod should include appropriate mix of fescues or other low maintenance grasses, which will tolerate shade.
- Require general contractor to maintain all lawns throughout applicable warranty periods.

**Plantings:**

Select hardy, maintainable, regional stock. All plantings should be placed in a manner that enhances the appearance of the property and is in keeping with the surrounding neighborhood.

## IV. Property Standards for Housing Acquisition

1. **Recently Built or Rehabbed Housing.** The Member Community must ensure that newly constructed or rehabilitated housing done so within one year of the expected HOME Commitment meets the applicable property standards at 24 CFR 92.251(b) (either the new construction or rehabilitation standards). If the property does not meet the appropriate standards, it cannot be acquired with HOME funds unless it is brought up to the appropriate standards. Compliance must be documented based on a review of approved building plans and certificates of occupancy and a property inspection that is conducted no earlier than 90 days before committing HOME funds.
2. **Other Existing Housing – Rental.** Housing not recently rehabilitated or newly constructed that will be acquired for rental housing must meet the Consortium’s Rehabilitation Standards. The Member Community must inspect the housing 90 days before committing HOME funds. If the housing does not meet the Consortium’s Rehabilitation Standards, it must be rehabilitated to meet the applicable property standards at 24 CFR 92.251(b).
3. **Other Existing Housing – Homeownership (Downpayment).** Housing must meet the Massachusetts State Building, local codes and Housing Quality Standards, ordinances, sanitary, and zoning requirements; additionally, the housing must be free of any deficiencies identified by HUD in the UPCS (24 CFR 5.705).

## V. Property Standards for Tenant-Based Rental Assistance

1. Units occupied by households receiving HOME TBRA must meet the Housing Quality Standards at 24 CFR 982.401.

**WestMetro HOME Consortium  
Program Administration Guidelines  
July 1, 2013; revised March 10, 2015**

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**A. GENERAL ADMINISTRATION**

**Consortium Council:** The Consortium Council (Council) is the governing group of the WestMetro HOME Consortium (Consortium). The Council is comprised of the chief planning official or his/her designee, or if no such planning official exists, the chief elected official or his/her designee from the Member communities. The Council and the Representative Member, which is the City of Newton, shall meet at least quarterly or more often if requested by the Council or the Representative Member to decide issues of policy and procedure. Irrespective of the number of formally authorized Member Designees, each Member, not including the Representative Member, gets one vote on the Council. The Representative Member may only vote to break a tie.

**1. Representative Member shall be responsible for but not limited to the following:**

- a) Manage the preparation, circulation for signatures, and submission of the Mutual Cooperation Agreement to the U.S. Department of Housing and Urban Development (HUD);
- b) Manage the preparation, public hearing, and submission of the Consolidated Plan;
- c) Manage the preparation and submission of the HOME Annual Action Plan and the Consolidated Annual Performance and Evaluation Report (CAPER);
- d) Prepare and submit all required notices, plans, and performance and other reports as required by HUD;
- e) Ensure that all HUD requirements are met both in the overall administration and in project administration; and
- f) Provide template documents, as necessary, for contracts, HOME funding agreements, funding applications, etc. for use by the Members.

**2. Members shall be responsible for but not limited to the following:**

- a) Provide information required for the preparation of the Consolidated Plan, Annual Action Plan, and Consolidated Annual Performance and Evaluation Report (CAPER);
- b) Assist with the preparation of all required plans and reports, as needed; and,
- c) Obtain all local legislative and executive approvals.

**B. PROJECT AND PROGRAM ADMINISTRATION**

**1. Representative Member shall be responsible for but not limited to the following:**

- a) Meet with Members to scope proposed Projects using the HOME Comprehensive Checklist. A Project is defined as having a unique address in which rehabilitation and/or new construction can reasonably be expected to start within 12 months of the HOME Funding Agreement date; or if the Project consists of acquisition, the property title will

be transferred to the Member or purchaser with six months of the agreement date; or if the Project consists of tenant-based rental assistance, the Member or subrecipient has entered into a rental assistance contract with the owner or the tenant in accordance with the provisions of HOME Program Regulation §92.209.

- b) Review and approve (as to Project compliance) the completed Comprehensive Checklist for each project.
- c) Periodically monitor Members to ensure that they are complying with program requirements.

**2. Member Communities shall be responsible for but not limited to the following:**

- a) Manage all aspects of Project and program implementation;
- b) Schedule and participate in scoping session(s) with the Representative Member for proposed Projects and programs that include HOME funding assistance from the Consortium;
- c) Complete a HOME Comprehensive Checklist for each Project; and
- d) Comply with all applicable federal requirements for any Project, including:
  - i. Documentation of project eligibility;
  - ii. Completing an underwriting and subsidy layering analysis;
  - iii. Completing environmental reviews;
  - iv. Ensuring labor and Section 3 compliance;
  - v. Negotiating and executing any required written agreements with any subrecipient or contractor receiving HOME assistance;
  - vi. Ensuring post-completion compliance (e.g. housing affordability, etc.);
  - vii. Ensuring any other administrative requirements mandated by law or regulation are met; and
  - viii. All required Project documentation shall be maintained by the Member and available for review by HUD and/or the Representative Member.

**C. FINANCIAL ADMINISTRATION**

**1. Representative Member shall be responsible for but not limited to the following:**

- a) Establish, account for, and maintain local HOME Investment Trust Fund account (including federal draw downs and program income, contributions, etc.);
- b) Process drawdowns from the Treasury account consistent with standard Consortium drawdown procedures;
- c) Process payment requisitions approved by Members and disburse funds from the local HOME Investment Trust Fund account to the Members and/or to their designated contractors;
- d) Accept and account for contributions and payments from Members and other program income to the local HOME Investment Trust Fund account ;
- e) Close out HOME projects in HUD's Integrated Disbursement and Information System (IDIS) upon receipt of Project Completion Report and

- f) Establish and maintain a financial management system.

**2. Member Communities shall be responsible for but not limited to the following:**

- a) Prepare a Project Set-Up Report when a Project has cleared required reviews and forward report to Representative Member for processing in IDIS;
- b) Establish and maintain project budgets and follow Consortium budget amendment procedures (including required citizen participation procedures) for any changes;
- c) Process and approve requisitions and forward them to the Representative Member;
- d) Receive payment from Representative Member and pay subrecipients or contractors or authorize direct payment to contractors;
- e) Service HOME loans and establish and maintain accounts to track assets and receivables for HOME loans issued;
- f) Prepare a Project Completion Report, upon completion of the project, and forward report to Representative Member to process in IDIS for project close-out;
- g) Participate in the reconciliation of financial management system, as requested.

**D. ADMINISTRATIVE COSTS**

1. **Member Administrative Allocation:** Each Member may use up to seven percent (7%) of its annual HOME allocation for HOME-eligible administrative costs (either project delivery or overall administration).
2. **Representative Member Administrative Allocation:** The Representative Member shall keep track of its staff's time and expenses spent on overall administration of the Consortium's HOME Program. The Representative Member is entitled to up to three percent (3%) of the HOME Program funds for administration of the Consortium, which will be deducted proportionally from each Member's Administration funds. At the end of each program year, the Representative Member may release unused funds designated for overall administration to the Members in proportion to their annual grant for that year.
3. **Overall Administration:** Each Member is responsible for all of its administrative costs for its own projects and program delivery. Administrative costs are paid from either the Member's HOME administrative allocation or from other sources.
4. **Expenditure Deadline:** Both Member and Representative Member Administrative funds and Program Income are not subject to the 12 month Exclusive Use Period and are not relinquished to the Competitive Funding Pool but shall be expended within five years of the date of the HOME allocation.
5. **Allocating Project Costs:** Each Member is responsible for covering its administrative costs specific to its own Projects. The costs may be charged as Administrative or Project-delivery related costs. Project-delivery related costs are the Member's staff and

overhead costs directly related to carrying out a Project; providing advisory and other relocation services to displaced persons; and environmental review costs of the Project. These costs will be included in the Project budget, which is subject to match and subsidy limit requirements. If the Project is not completed or does not meet HOME requirements, the costs will be charged under the administrative budget.

## E. FUNDING

1. **Annual Allocation:** Each Member is entitled to an annual allocation of HOME Program funds. The allocation amount, determined by HUD on an annual basis and reduced by the Representative Member's administrative allocation, is identified in the Annual Action Plan each fiscal year and provided to the Members. In the event that HUD has not published the allocation amount for the upcoming fiscal year, the Consortium will use the most recent allocation as published by HUD.
2. **Funding Schedule:**

Month	Benchmark Actions
1	Exclusive Use Period begins
6	Consortium Council selects a Project Review Committee
6 – 8	Representative Member drafts Project criteria and Request for Proposals (RFP) for review by the Project Review Committee.
9	Representative Member projects amount in the Competitive Funding Pool
11	Consortium Council votes on RFP and any request(s) for a six-month extension; Representative Member distributes RFP to Consortium
12	Exclusive Use Period ends and funds are relinquished into the Competitive Funding Pool
30 – 45 days after RFP is distributed	Project applications are due to the Representative Member
13	Project Review Committee reviews Project applications and prepares slate of recommended Projects for the Consortium Council
14	Consortium Council votes on Project applications. Representative Member notifies Members of awards
20	Funds are committed (executed HOME Funding Agreement) to a Project
24	Consortium commitment deadline for all uncommitted HOME funds



48 (Four years)	All Projects must be completed <sup>1</sup>
60 (Five years)	All HOME funds must be expended

3. **Exclusive Use Period:** Each Member shall have exclusive use of its respective HOME allocation, including the CHDO Set-Aside and the five percent CHDO Operating funds, if applicable, for a total of 12 months which is the Exclusive Use Period. The Exclusive Use Period starts the date the Representative Member confirms in writing to the Members that funds are available to be drawn down from the U.S. Treasury. Any HOME funds that are not committed by the Members to eligible HOME Projects after 12 months shall be transferred to the Competitive Funding Pool by the Representative Member for use by any Member through a Request for Proposals (RFP) process. CHDO Set-Aside and CHDO Operating funds are also subject to the Exclusive Use Period. All transferred funds are referred to as Relinquished Funds.
- a. During the Exclusive Use Period only, a Member may voluntarily relinquish HOME funds to the Competitive Funding Pool, or negotiate with another Member an exchange of all, or a portion of, the Member's HOME allocation for the current or future funding years upon prior written approval by the Representative Member.
  - b. Administrative funds and Program Income are not subject to the Exclusive Use Period and are not relinquished to the Competitive Funding Pool.
  - c. Members whose funds are relinquished and become part of the Competitive Funding Pool shall submit a signed Budget Transfer Form to the Representative Member but are not required to hold a public hearing. The Consortium's Annual Action Plan and CAPER, and their associated public hearings, informs HUD that Members' HOME Funds may be relinquished after the Exclusive Use Period.
4. **Requesting an Extension:** A Member may request an extension beyond the Exclusive Use Period under certain extenuating circumstances if a Member is unable to commit its HOME allocation within 12 months. A written request for an extension signed by the chief planning official or his/her designee, or if no such planning official exists, the chief elected official or his/her designee or either of their designees shall be submitted to the Representative Member no less than 15 business days prior to the scheduled Consortium Council meeting when such extensions will be deliberated. The letter shall explain the reason for the extension and include a project schedule identifying the

<sup>1</sup>*Completed* means that all necessary construction work has been completed and the project has received a certificate of occupancy or other local certification indicating that construction or rehabilitation has been completed and the project is ready for occupancy. For owner-occupied rehabilitation projects, completion means that all rehabilitation work has been completed, the PJ or its designee has performed a final inspection, and the homeowner has accepted the work, as indicated by a final sign-off. **Source HUD Notice: CPD 12-007**

specific actions that shall be accomplished for the Member to commit the HOME funds. An extension shall be approved by a majority of Consortium Council members in attendance at the meeting where the request is heard.

The Representative Member and the Consortium Council will determine what constitutes an allowable extenuating circumstance on a case-by-case basis at the meeting where the request is heard. The Member requesting an extension may argue its case, but is then excluded from both deliberating and voting. However, the Member may clarify or provide information during the discussion, as necessary. An extension may only be granted for up to six additional months from the Exclusive Use Period deadline. If HOME funds are not committed within the extension date granted by the Consortium Council, the funds will automatically be relinquished to the Competitive Funding Pool by the Representative Member.

5. **Project Review Committee Membership:** The Project Review Committee will be comprised of five *or* seven Consortium Council members including the Representative Member. Up to three alternates shall also be selected and called upon to participate in the Project Review Committee meetings in extenuating circumstances. Membership shall be representative of the WestMetro HOME Consortium and include at least one representative from the Inner Ring (Brookline, Newton, Waltham and Watertown), the Route Two Corridor (Bedford, Belmont, Concord, and Lexington) and Metrowest (Framingham, Natick, Needham, Sudbury and Wayland). Members of the Project Review Committee will be appointed by the Consortium Council for one and two-year terms initially and then two-year terms after that. Initially, membership of the Project Review Committee will be determined within seven months after the start of the Exclusive Use Period.
6. **Role of the Project Review Committee:** The Representative Member will initiate a draft Request for Proposals (RFP) which includes criteria for evaluating project and program proposals for the Relinquished Funds in the Competitive Funding Pool and convene a meeting of the Project Review Committee. The draft RFP, including the proposed criteria, shall be approved by the Project Review Committee. The Project Review Committee is also responsible for reviewing the applications in response to the RFP and presenting project funding recommendations to the Consortium Council.
7. **Conflict of Interest:** To avoid a conflict of interest, Members participating on the Project Review Committee shall recuse themselves from voting on all final recommendations made to the Consortium Council if they represent a Member community that has responded to the RFP, or if a Member is otherwise covered or prohibited from participation under the Conflict of Interest regulation found at 24 CFR §92.356.
8. **Competitive Funding Pool Criteria:** Criteria for evaluating Project or program proposals will be included in the RFP. The RFP and criteria, which may or may not be updated on an annual basis, requires approval by a majority of the Consortium Council in attendance

at the meeting where the RFP and criteria are reviewed. The criteria is based on the Consortium's housing needs and strategies identified in the five-year *Consolidated Plan*, the most current *Annual Action Plan*, and the *Analysis of Impediments to Fair Housing Choice*. Priority will be given to applications that can demonstrate the following:

- Project readiness;
  - Projects that are to be developed, sponsored and/or owned by a designated CHDO and;
  - Projects located in communities with smaller HOME allocations, that are dependent on the Competitive Funding Pool process to have sufficient funds to develop an affordable housing project.
9. **Applications for Relinquished Funds:** After the Consortium Council approves the RFP, the Representative Member will distribute the final RFP to each Member in the Consortium. Applications for Relinquished Funds are due 30 to 45 days after the RFP is distributed. Applications shall be signed by the chief elected official and will be submitted by Member communities to the Representative Member for distribution to the Project Review Committee. The applications will be reviewed by the Project Review Committee. The Project Review Committee's recommendations are then provided to the Consortium Council who votes whether to provide HOME funds from the Competitive Funding Pool to any or all of the proposed projects. Each Member, not including the Representative Member, has one vote including Members with an application. Project approval requires a majority of votes of those Members in attendance at the meeting. The Representative Member may only vote to break a tie.
10. **Project Approval Process:** After the Consortium Council votes on applications for Relinquished Funds, the Representative Member will contact all Members who submitted applications and confirm in writing the results of the vote detailing next steps, as applicable. The notice to the Members will include the date that Relinquished Funds shall be committed by the Member. Next steps for awardees may include: completion of environmental review, HOME scoping and underwriting analysis, submission of budget transfer forms, etc.
- a. If the funded Project was not included in the Members' Annual Action Plan, the Member is responsible for holding a public hearing in accordance with the Consortium's Citizens' Participation Plan.
11. **Responsibility for Completing HOME Projects:** Each Member that is undertaking a HOME Project is responsible for fully completing the HOME Project within four years of commitment, the date of which is determined by the signature of each party to the HOME Funding Agreement, or the date of a HUD-approved extension. If there is an unexpended balance of HOME funds after a Project is completed and closed out in IDIS, the balance will be moved into the Competitive Funding Pool by the Representative Member. The Consortium is responsible for ensuring that each year's HOME allocation is expended within four years.

credit is available each program year for each of its projects that requires match. The Member shall notify the Representative Member of any excess match, which will then be credited to the entire Consortium, through the Consortium Council.

- a. **Match Liability:** Any Member that is not able to obtain sufficient match for its Projects or to reach agreement with another Member(s) to transfer all or a portion of that Member's match credit, will lose an amount in the next funding year equal to the amount, if any, lost to the Consortium. These funds may be reallocated by the Council. If, however, the Consortium Council determines that the loss of funds was not the fault of the Member, the Council may waive recapture.

**F. COMMUNITY HOUSING DEVELOPMENT ORGANIZATIONS (CHDOs)**

1. Within 24 months after HUD notifies the Representative member of HUD's execution of the HOME Investments Partnerships Agreement, the Consortium shall commit not less than 15 percent of the HOME allocation for investment in housing that is developed, sponsored, or owned by CHDOs, in accordance with HOME Program Regulation §§92.300 –92.303, as they may be amended from time to time.
2. **CHDO Set-Aside Funds:** The CHDO commitment requirement is met cumulatively by the entire Consortium and does not need to be met individually by each Member on an annual basis. Therefore, to ensure that the 15 percent CHDO commitment requirement is achieved, the Representative Member will evaluate the Consortium's cumulative total of funds committed to CHDO Projects on an annual basis prior to the time at which the Member's HOME budgets are determined for the Annual Action Plan. The Representative Member will determine the percentage of CHDO Set-Aside funds that each Member will be allocated on an annual basis. If the Representative Member determines – prior to the submission of an Annual Action Plan – that the cumulative total of CHDO commitments does not require a 15 percent CHDO Set-Aside for a fiscal year, then the Representative member will submit a written request to HUD seeking a reduction in the CHDO Set-Aside requirement. HUD will determine the percentage of CHDO Set-Aside funds it deems appropriate. This percentage will be reflected in the fiscal year's Annual Action Plan budget.
3. **CHDO Operating Fund Allocations:** The HOME Consortium will set aside 5 percent of its annual HOME allocation for CHDO Operating Funds. The funds will be awarded to one or more qualified CHDO(s) through a competitive Request for Proposals process open to any non-profit organization conducting business within the Consortium's service area. The Project Review Committee will review the responses to the request for proposals and make its funding recommendation(s) to the Representative Member. The Representative Member, or its designee as approved by the Representative Member, shall administer the CHDO Operating Funds agreement(s) on behalf of the Consortium.

4. **Performance Expectations:** A CHDO will only receive Operating Funds if it can demonstrate to the Consortium that it can reasonably expect to have a viable CHDO project within 24 months of executing an agreement for Operating Funds. As part of the proposal evaluations and prior to awarding Operating Funds, the Representative Member shall certify that it has evaluated the financial and organizational capacity of the CHDO(s), and has determined that the organization(s) have demonstrated that it has staff with demonstrated development experience in accordance with the *Consolidated and Further Continuing Appropriations Act of 2012, the HOME Final Rule* and any subsequent requirement(s).
5. **Relinquished CHDO Funds:** Irrespective of the percentage of CHDO Set-Aside funds allocated to Members on an annual basis, all uncommitted CHDO funds are subject to transfer to the Competitive Funding Pool after the 12 month Exclusive Use Period. However, if the Representative Member determines that the total CHDO Set-Aside commitments for a given fiscal year meets the annual requirement as described in the Mutual Cooperation Agreement—Set-Aside and Operating Funds for Community Housing Development Organizations, the Representative Member may, on a case-by-case basis, allow Members to use their percentage of CHDO Set-Aside Funds for commitment toward non-CHDO Projects prior to the expiration of the Exclusive Use Period.



SUDBURY BOARD OF SELECTMEN  
Tuesday, November 19, 2019

**MISCELLANEOUS (UNTIMED)**  
**5: Discussion on Special Town Meeting**

REQUESTOR SECTION

Date of request:

Requestor: Chairman Carty

Formal Title: 1) Acknowledge receipt of a Citizen Petition for a Special Town Meeting pursuant to G.L. c.39, s.10, for the purpose of creating an Historic District on a 3+/-a. portion of land shown as Assessors Parcel K06-0602, located at 554 Boston Post Road, Sudbury, said Historic District to be known as Stone Tavern Farm Historic District; 2) Discuss and determine the date on which the Special Town Meeting would be held; 3) Call the Special Town Meeting; and (4) Open the Warrant for 10 days per Town bylaw.

Recommendations/Suggested Motion/Vote: 1) Acknowledge receipt of a Citizen Petition for a Special Town Meeting pursuant to G.L. c.39, s.10, for the purpose of creating an Historic District on a 3+/-a. portion of land shown as Assessors Parcel K06-0602, located at 554 Boston Post Road, Sudbury, said Historic District to be known as Stone Tavern Farm Historic District; 2) Discuss and determine the date on which the Special Town Meeting would be held; 3) Call the Special Town Meeting; and (4) Open the Warrant for 10 days per Town bylaw.

Background Information:  
See attached documents provided by Town Clerk

Financial impact expected:

Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

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

11/19/2019 7:00 PM

## Golden, Patricia

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**From:** Klein, Beth  
**Sent:** Tuesday, November 12, 2019 5:02 PM  
**To:** Bilodeau, Maryanne  
**Cc:** Miranda, Rose; Golden, Patricia  
**Subject:** RE: Special Town Meeting  
**Attachments:** CALL OF SPECIAL TOWN MEETING Instructions.doc; STM time line memo-2019.docx

Maryanne,

I attached a memo regarding all the deadlines for holding a STM. The 45 days includes weekends and holidays and you can not extend the TM date beyond 45 days even if the last day is a weekend. If the Petitioners file their petition by Thursday you are going to be smack in the middle of the holidays. If they waited to file it by Friday or Monday it would be easier for the Town to schedule it.

Thank you,

**BETH R. KLEIN, CMC, CMMC**  
**TOWN CLERK**  
**TOWN HALL**  
**322 CONCORD ROAD**  
**SUDBURY, MA 01776**  
**978-639-3351**  
[CLERK@SUDBURY.MA.US](mailto:CLERK@SUDBURY.MA.US)

**OFFICE HOURS:**  
**M-W-TH 8:30AM-4:30PM**  
**T-8:30AM-7:00PM**  
**F-8:30AM-12:30PM**

**MEETING AGENDA'S MUST BE FILED BY FRIDAY AT 12:30PM FOR A TUESDAY MEETING.**

[ONLINE VOTER APPLICATION](#)

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**From:** Golden, Patricia  
**Sent:** Tuesday, November 12, 2019 4:04 PM  
**To:** Klein, Beth <KleinB@sudbury.ma.us>  
**Cc:** Miranda, Rose <MirandaR@sudbury.ma.us>  
**Subject:** Special Town Meeting

Hi Beth and Rose,

I just heard we may be receiving a petition by the end of this week. Signatures are being collected outside of Sudbury Farms.

Just to make sure we're on the same page, here's what I have for Special Town Meeting guidelines/requirements:

- Receipt of 200 resident signatures on a "Petition for a Special Town Meeting" form, and signatures must be verified by Town Clerk's Office.

Attachment5.a: Memo\_Town\_clerk\_STM (3563 : Discussion on Special Town Meeting)

- Board of Selectmen to call/set date for Special Town Meeting within 45 days of receiving Petition. (*Does this include weekends/holidays?*)
- The Warrant for STM closes 10 days after the call and 25 days prior to STM.
- The Warrant must be posted and received by households NO LATER THAN 14 days prior to STM (Warrant preparation and printing time must be considered.)

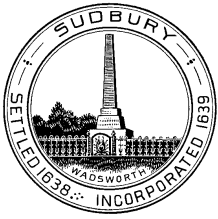
Let me know if you have questions, or if I missed anything.

Thank you.

Patty Golden  
Senior Admin. Assistant to the Town Manager  
Town of Sudbury  
278 Old Sudbury Road  
Sudbury, MA 01776  
Ph: 978-639-3382  
Fax: 978-443-0756  
[www.sudbury.ma.us](http://www.sudbury.ma.us)

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





# Town of Sudbury

Office of the Town Clerk

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

<http://sudbury.ma.us/departments/clerk/>

Town Clerk  
Town Hall  
322 Concord Road  
Sudbury, MA 01776  
978-639-3351  
Fax: 978-639-3340

5.b

November 12, 2019

To: Maryanne Bilodeau, Acting Town Manager

From Beth Klein, Town Clerk

Re: Time line for Special Town Meeting

Once the BOS receives a written request by 200 registered voters, the BOS has 45 days to hold a Special Town Meeting. This is 45 calendar days, so it includes weekends and holidays. If the 45<sup>th</sup> day falls on a weekend than the last day to hold the town meeting could still be on a weekend or it would be the first business day before the 45<sup>th</sup> day.

For example, if the BOS receive notification on November 14<sup>th</sup>, the 45<sup>th</sup> day would be Sunday December 29<sup>th</sup>. The BOS at a regular meeting would have to vote to call the STM no later than 12/27/19.

The Warrant must close at least 25 days prior to the Town Meeting date provided that there is at least 10 days between the call of the STM and the closing of the Warrant. Petitioners must submit a warrant article with at least 100 signatures.

The warrant must be printed and distributed to all residents at least 14 days prior to the start of Town meeting.

An attested copy of the Warrant must be posted at the Town Hall at least 14 days prior to the meeting

The Deadline for Voter Registration is 10 days prior to STM.

Attachment 5.b: STM time line memo-2019 (3563 : Discussion on Special Town Meeting)

## **SPECIAL TOWN MEETING**

### **A. CALL OF SPECIAL TOWN MEETING**

- 1.) The Selectmen shall call a Special Town Meeting upon request in writing of 200 registered voters of the town or 20% of the total number of registered voters of the town, whichever number is lesser
- 2.) Such meeting to be held not later than 45 days after the receipt of the request (petition) by the Board of Selectmen
- 3.) The Selectmen shall cause a Warrant Report to be printed and distributed to the citizens of the Town at least 14 days prior to the beginning of a Special Town Meeting (Bylaws Article I, Section 3)
- 4.) No article, including articles consisting of resolutions, shall be taken up at Town Meeting unless it appears in the printed warrant

### **C. Notice of Town Meeting – Article I Section 4**

- 1.) Notice of every Town Meeting shall be posted by a printed attested copy of the Warrant therefore at the Town Hall at least 14 days prior to a Special Town Meeting (Chapter 39, Section 10)

### **D. Warrant Articles**

- 1.) Petitioned Articles to be inserted by Selectmen into the Special Town Warrant Report – requires 100 or more registered voters of the town (Chapter 39, Section 10)
  - a.) The written requests of registered voters for the insertion of subjects in town meeting warrants shall not be valid unless the required number of registered voters not only sign their names but also state their residence, with street number, if any
  - b.) The Selectmen submit such written requests to the Board of Registrars of voters who shall check and forthwith certify the number of signatures that are registered voters in the town
  - c.) Only those names checked and certified shall be counted
  - d.) A greater number of names than are required in each case need not be certified
- 2.) Unpaid Bills Article – need 9/10<sup>th</sup> vote
- 3.) Land Purchase Article – need 2/3rds vote

### **E. Warrant for Two Meetings**

- 1.) Two or more distinct town meetings for distinct purposes may be called by the same warrant (Chapter 39, Section 10)

### **F. Closing of Warrant**

- 1.) The Warrant for each Special Town Meeting shall be closed at least 25 days prior to the scheduled date of the meeting; provided that there shall be at least ten days between the call of any Special Town Meeting and the closing of the Warrant therefor. (Bylaws, Article II, Section 1)

### **G. Deadline for Voter Registration**

- 1.) 10<sup>th</sup> day prior to the Special Town Meeting. (Chapter 51, Section 26)



## MISCELLANEOUS (UNTIMED)

### 6: Citizen's comments

#### REQUESTOR SECTION

Date of request:

Requested by: Patty Golden

Formal Title: Citizen's comments (cont.)

Recommendations/Suggested Motion/Vote:

Background Information:

Financial impact expected:

Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

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

11/19/2019 7:00 PM



SUDBURY BOARD OF SELECTMEN  
Tuesday, November 19, 2019

**MISCELLANEOUS (UNTIMED)**

**7: Upcoming agenda items**

REQUESTOR SECTION

Date of request:

Requested by: Patty Golden

Formal Title: Discuss upcoming agenda items

Recommendations/Suggested Motion/Vote:

Background Information:

Financial impact expected:

Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

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

11/19/2019 7:00 PM

**POTENTIAL UPCOMING AGENDA ITEMS/MEETINGS**

<b>MEETING</b>	<b>DESCRIPTION</b>
<b>Thurs, Nov. 21, 6:30 PM, Town Hall</b>	Town Forum – Broadacres Charrette
<b>Friday, Nov. 22, 9:15 AM</b>	Walk through of Carding Mill with Historical Commission 9:15 AM ( <i>note: this is not a posted meeting</i> )
<b>Dec. 3, 5:15 PM (Silva Conf. Room)</b>	<b>Executive Session</b> to discuss Stone Farm and Eversource Litigation
<b>Dec. 3, 7:00 PM (open session in Town Hall)</b>	Joint meeting with Finance Committee: DLS discussion/presentation, Budget Strategies Task Force discussion; Financial policies update
	Sudbury Foundation letter of support re: SHA
	Housing Choice Initiative – letter to legislators (moved from 11/5)
	Annual alcohol license renewals
<b>Dec. 17</b>	Open 2020 Annual Town Meeting Warrant
	CSX Appraisal update
<b>Date to be determined</b>	Quarry North MEPA letter
	Town Counsel 3-year evaluation
	Update from BOS Policy Subcommittee
	BOS social media policy
	Town meeting recap – year in review
	Liquor License request - Whole Foods
	Route 20 empty corner lot – former gas station
	Update on traffic policy (Chief Nix)
	Update on crosswalks (Chief Nix/Dan Nason)
	Citizen Leadership Forum
	Town-wide traffic assessment and improve traffic flow
	Temporary Trailer permit - 150 Boston Post Road
	Wayside Inn Road Bridge
	Legal opinion on Bond Counsel
	Eversource double pole discussion
	Transportation Committee extension (January 2020)
	Future planning of Sewataro
	Formally dissolve committees: Town Hall Blue Ribbon Committee; Vocational Education Guidance Committee
<b>STANDING ITEMS FOR ALL MEETINGS</b>	BOS requests for future agenda items at end of meeting
	Citizens Comments, continued (if necessary)
	Fairbank Community Center update (ongoing)
	Bruce Freeman Rail Trail (BFRT) update (quarterly)



SUDBURY BOARD OF SELECTMEN  
Tuesday, November 19, 2019

**CONSENT CALENDAR ITEM**  
**8: HDC Swanson reappointment**

REQUESTOR SECTION

Date of request:

Requested by: Patty Golden

Formal Title: Vote to reappoint Lee Swanson, 55 Hudson Road, to the Historic Districts Commission for a term ending January 1, 2025.

Recommendations/Suggested Motion/Vote: Vote to reappoint Lee Swanson, 55 Hudson Road, to the Historic Districts Commission for a term ending January 1, 2025.

Background Information:  
attached letter from HDC

Financial impact expected:n/a

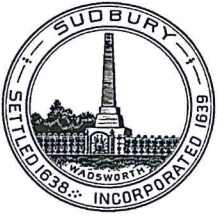
Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

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

11/19/2019 7:00 PM



# Town of Sudbury

## Historic Districts Commission

HistoricDistricts@sudbury.ma.us

Flynn Building  
278 Old Sudbury Road  
Sudbury, MA 01776  
978-639-3387  
Fax: 978-443-0756  
www.sudbury.ma.us/historicdistricts

November 7, 2019

Mr. Daniel E. Carty, Chairman  
Board of Selectmen  
Flynn Building  
278 Old Sudbury Road  
Sudbury, MA 01776

Re: Reappointment of Lee Swanson to the Historic Districts Commission

Dear Chairman Carty,

At their meeting on November 7, 2019, the Historic Districts Commission voted unanimously, 4-0, to recommend to the Board of Selectmen the reappointment of Lee Swanson to the Historic Districts Commission.

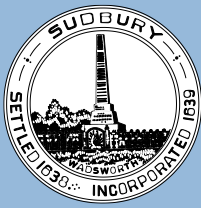
Therefore, I am writing to recommend the Board of Selectmen reappoint Mr. Swanson to the Historic Districts Commission, and to request the Board of Selectmen consider this recommendation at an upcoming meeting.

Please do not hesitate to contact me if you have any questions about this candidate. Please advise if you think interviews with the candidate will be necessary. Thank you.

On behalf of the Historic Districts Commission,

Adam L. Duchesneau, AICP  
Director of Planning & Community Development

cc: Historic Districts Commission



SUDBURY BOARD OF SELECTMEN  
Tuesday, November 19, 2019

**CONSENT CALENDAR ITEM**  
**9: COA appointment correction**

REQUESTOR SECTION

Date of request:

Requestor: Debra Galloway, Senior Center Director

Formal Title: Vote to correct the appointment term of Sandy Lasky, 19 Abbottswood, to the Council on Aging for a term to expire 5/31/20.

Recommendations/Suggested Motion/Vote: Vote to correct the appointment term of Sandy Lasky, 19 Abbottswood, to the Council on Aging for a term to expire 5/31/20.

Background Information:  
See attached memo from Deb Galloway.

Financial impact expected:

Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

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

11/19/2019 7:00 PM





SUDBURY SENIOR CENTER  
COUNCIL ON AGING  
Town of Sudbury, Massachusetts

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

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November 5, 2019

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

Dear Selectboard,

In a previous letter from the Sudbury Council on Aging recommending Sandy Lasky as a member of the Sudbury Council on Aging, dated June 6, 2019, an error was made. According to the memo, Ms. Lasky was recommended to start a new term on the COA, but should have been recommended to fill an unexpired term ending on May 31, 2020.

Sincerely,

Debra Galloway, Director

for the Sudbury Council on Aging

F:\coa board\membership\selectmen letter re board appointees 2018.doc

Attachment9.a: selectmen letter re board appointees term correction (3559 : COA appointment correction)



SUDBURY BOARD OF SELECTMEN  
Tuesday, November 19, 2019

**CONSENT CALENDAR ITEM**

**10: Accept donation of Hosmer artwork**

REQUESTOR SECTION

Date of request:

Requestor: Chris Hagger, Sudbury Historical Commission

Formal Title: Vote to accept two paintings by Florence Hosmer being donated to the Town by Todd Hedges and Beth Coleman, 224 Grape Vine Road, Higganum, CT.

Recommendations/Suggested Motion/Vote: Vote to accept two paintings by Florence Hosmer being donated to the Town by Todd Hedges and Beth Coleman, 224 Grape Vine Road, Higganum, CT.

Background Information:

See attached memo from Chris Hagger, Chairman of Historical Commission.

These paintings are being donated by Todd Hedges & Beth Coleman of Higganum, CT.

Attached are photos of both paintings.

Financial impact expected:

Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

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

11/19/2019 7:00 PM

From: [cldh7@aol.com](mailto:cldh7@aol.com)  
 Date: 11/10/19 9:29 PM (GMT-05:00)  
 To: "Bilodeau, Maryanne" <[BilodeauM@sudbury.ma.us](mailto:BilodeauM@sudbury.ma.us)>, Town Manager  
 <[TownManager@sudbury.ma.us](mailto:TownManager@sudbury.ma.us)>  
 Cc: "Schineller, Bill" <[SchinellerB@sudbury.ma.us](mailto:SchinellerB@sudbury.ma.us)>, "Duchesneau, Adam"  
 <[DuchesneauA@sudbury.ma.us](mailto:DuchesneauA@sudbury.ma.us)>  
 Subject: Donation of Florence Hosmer Paintings - Need BOS acceptance of donation

Hi Maryanne,

The Sudbury Historical Commission (SHC) is asking the BOS to accept a donation of 2 paintings by Florence Hosmer that are being generously donated to the Town by Todd Hedges & Beth Coleman who reside at 224 Grape Vine Road in Higganum, CT 06441. These 2 paintings descended in the Hosmer family to the current owners. One of the Hosmer House volunteers, author of a book on Florence Hosmer and Sudbury resident Helen Marie Casey had reached out to the current owners which has led to this donation.

One of the paintings we believe is of Florence's grandmother and the other is her aunt, with whom Florence had a close relationship. We believe that it is this aunt who gave Florence her gold necklace from Italy as a sixteenth birthday present as shown in a painting hanging in the upstairs hallway at Hosmer House. We presently have a painting at Hosmer House of Florence's Grandmother but it is different from this one being donated. We do not believe we have a painting of the aunt.

One of the paintings is signed by Florence Hosmer and dated 1910 and the other painting is also signed by Florence Hosmer with no date. The inside dimensions of one painting is 16" by 20" and the other painting is 12" by 16".

The SHC is planning Holiday Open Houses at the Hosmer House the first two weekends in December and we would ideally like to display these 2 paintings during the Open Houses.

Would it be possible for the BOS to approve these donations at their next meeting?

Thanks,

Chris Hagger  
 Chair - SHC





Frances Jones Thayer



SUDBURY BOARD OF SELECTMEN  
Tuesday, November 19, 2019

**CONSENT CALENDAR ITEM**

**11: Minutes approval**

REQUESTOR SECTION

Date of request:

Requested by: Patty Golden

Formal Title: Vote to approve the regular session minutes of 9/17/19, 9/24/19, and 10/1/19.

Recommendations/Suggested Motion/Vote: Vote to approve the regular session minutes of 9/17/19, 9/24/19, and 10/1/19.

Background Information:

Please see attached drafts:

9/17 includes edits from Pat Brown and Dan Carty.

9/24 includes edits from Pat Brown and Janie Dretler.

10/1 includes edits from Pat Brown only.

Financial impact expected:

Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

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

11/19/2019 7:00 PM



SUDBURY BOARD OF SELECTMEN  
Tuesday, November 19, 2019

**CONSENT CALENDAR ITEM**

**12: Request to increase tax workoff program abatement**

REQUESTOR SECTION

Date of request:

Requestor: Council on Aging

Formal Title: Vote whether to approve an increase in the abatement amount for both veterans and seniors in the Tax Work off program from \$1200 to \$1275 beginning Jan. 1, 2020.

Recommendations/Suggested Motion/Vote: Vote whether to approve an increase in the abatement amount for both veterans and seniors in the Tax Work off program from \$1200 to \$1275 beginning Jan. 1, 2020.

Background Information:  
See attached memo from Council on Aging.

Financial impact expected:

Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

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

11/19/2019 7:00 PM



# SUDBURY SENIOR CENTER

## COUNCIL ON AGING

### Town of Sudbury, Massachusetts

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

#### MEMORANDUM

TO: Town of Sudbury Selectmen  
 Sudbury Board of Assessors

FROM: Sudbury Council on Aging

DATE: November 8, 2019

RE: Sudbury Property Tax Work-off Program

At the Sudbury Council on Aging meeting on October 8, 2019 at the Sudbury Senior Center, the Council on Aging Board voted unanimously to request a change to the maximum amount of the tax abatement available to participants in the Property Tax Work-off Program from \$1,200 per year to \$1,275 per year; and to authorize Debra Galloway, Director of the Sudbury Senior Center, to submit this memo to the Town of Sudbury Selectmen's Office.

The Sudbury Property Tax Work-off Program offers residents 60 years of age and older, as well as veterans of any age, an opportunity to apply to work for Sudbury Town Departments during the calendar year and to receive a credit on their property taxes for that work in the following year. The Council on Aging asks that the Board of Selectmen increase the annual maximum abatement allowance to \$1,275 which will accommodate 100 work hours at the new State minimum wage rate of \$12.75 per hour (as of January 1, 2020). This request is made subject to the Board of Assessors estimation that there is sufficient funding in the overlay account for your consideration of our request.

The Sudbury Council on Aging also recommends to the Board of Selectmen that the slots available for Adults 60 and older, and to Veterans of any age, be made flexible to be used by either an older adult or veteran, rather than designated for one or the other. If this is not feasible, then the Sudbury COA recommends that 5 veteran's slots be now considered available to seniors.

The funding for the property tax credit generated by this local option abatement program is budgeted and paid for through the Town's Abatement/Exemption Overlay Account<sup>1</sup>. The current program allocation is \$72,000 for 60 slots for seniors and \$9,600 for 8 slots for veterans (2019), and would, with approval of the requested increase to \$12.75 per hour worked, be raised to \$76,500 for seniors and \$10,200 for veterans, for a total of \$86,700, beginning January 1, 2020.

<sup>1</sup> The Town also pays for mandated OBRA and FICA amounts for each participant; these costs are recorded elsewhere as operating expenditures rather than reductions (write-offs) to tax revenues.