



Town of Sudbury

Housing Trust

HousingTrust@sudbury.ma.us

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

AGENDA

Thursday, December 8, 2022

8:00 AM

Virtual Meeting

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

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

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

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

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

Meeting ID: 851 6432 6118

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

Welcome and Announcements

Board Operations

1. Minutes: Approve Meeting Minutes of October 13, 2022, October 18, 2022, and November 10, 2022, if presented.
2. Financial Update
 - Ratify FY23 October Transactions, if presented
 - Review FY22 Financial Statements
3. Trustee Appointment Discussion and Recommendation
4. FY24 Community Preservation Act Funding Request – Housing Trust Allocation

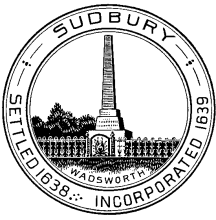
Housing Trust Initiatives

1. Rental Assistance Program
2. Mortgage Assistance Program
3. 67-73 Nobscot Road

Public Comment

Other or New Business

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.



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MINUTES

OCTOBER 13, 2022 AT 8:00 AM

VIRTUAL MEETING

Housing Trust Members Present: Chair Carmine Gentile, Vice Chair Robert Hummel, Kelley Cronin, Janie Dretler, John Riordan and Susan Scotti

Housing Trust Members Absent: Cynthia Howe

Others Present: Director of Planning and Community Development Adam Duchesneau, Community Preservation Coordinator Ryan Poteat, and Director of the Regional Housing Services Office (RHSO) Liz Rust

Mr. Gentile called the meeting to order at 8:00 AM.

Financial Update

Mr. Gentile stated he did not see anything out of the ordinary with the FY23 August Transactions.

Ms. Cronin made a motion to ratify FY23 August transactions, seconded by Ms. Dretler. Roll Call Vote: Mr. Gentile - Aye, Mr. Hummel - Aye, Ms. Cronin - Aye, Ms. Dretler - Aye, Mr. Pops - Aye, Mr. Riordan - Aye, Ms. Scotti - Aye.

Mr. Gentile presented the FY23 Community Preservation Act Funding Request and stated he was happy with it. Ms. Rust explained that this was already voted on and that the vote was to ratify the submission.

Ms. Dretler made a motion to ratify FY23 Community Preservation Act Funding Request submission, seconded by Ms. Cronin. Roll Call Vote: Mr. Gentile - Aye, Mr. Hummel - Aye, Ms. Cronin - Aye, Ms. Dretler - Aye, Mr. Pops - Aye, Mr. Riordan - Aye, Ms. Scotti - Aye.

Program Updates

Mortgage Assistance Program

Ms. Rust explained that this topic was on the agenda to revisit the homeowners home value assessment limitation to increase eligibility. Mr. Gentile suggested raising the home value assessment limitation by 10%.

Ms. Cronin made a motion to increase the home value assessment limitation by 10%., seconded by Ms. Scotti. Roll Call Vote: Mr. Gentile - Aye, Mr. Hummel - Aye, Ms. Cronin - Aye, Ms. Dretler - Aye, Mr. Pops - Aye, Mr. Riordan – Aye, Ms. Scotti – Aye.

Small Grant Program

Mr. Gentile went through several small grant applications beginning with applicant 114 for \$5,000. Applicant 114 lives in one of 37 of the towns deed restricted properties and presented the need for repairs in an organized manner.

Ms. Dretler made a motion to approve applicant 114's small grant application in the amount of \$5,000, seconded by Mr. Riordan. Roll Call Vote: Mr. Gentile - Aye, Mr. Hummel - Aye, Ms. Cronin - Aye, Ms. Dretler - Aye, Mr. Pops - Aye, Mr. Riordan – Aye, Ms. Scotti – Aye.

Mr. Gentile moved onto applicant 115. Ms. Rust explained that applicant number 115 also lives in one of the town's deed restricted properties. This was an emergency repair of a sump-pump and the applicant is seeking reimbursement.

Mr. Riordan made a motion to approve applicant 115's small grant application in the amount of \$2,237, seconded by Ms. Dretler. Roll Call Vote: Mr. Gentile - Aye, Mr. Hummel - Aye, Ms. Cronin - Aye, Ms. Dretler - Aye, Mr. Pops - Aye, Mr. Riordan – Aye, Ms. Scotti – Aye.

At this time Ms. Howe joined the meeting

Review Updated Program Materials

Ms. Rust talked about the changes to the small grants program. She went over the changes the Housing Trust had requested in their last meeting. The first large change was eliminating the time windows for applicants to apply, making the program first come first serve. Second to increase awards to \$7,500 and finally to increase limit of funds received to \$15,000 over 7 years.

Ms. Dretler made a motion to accept the new application as presented subject to the changes noted by Ms. Rust, seconded by Ms. Cronin. Roll Call Vote: Mr. Gentile - Aye, Ms. Howe – Aye, Mr. Hummel - Aye, Ms. Cronin - Aye, Ms. Dretler - Aye, Mr. Pops - Aye, Mr. Riordan – Aye, Ms. Scotti – Aye.

Rental Assistance Program

Ms. Rust went over the changes the Housing Trust requested. Ms. Howe further explained the program would be opened back up with the new guidelines but only to those who had not received a previous award. She explained the correction to wording pertains to an applicant's rent exceeding 30% of their income. This wording unintentionally excluded some very low-income individuals such as those only collecting disability or social security but living in some form of subsidized housing. These individuals could need assistance even if their rent was below 30% of their income, thus the requirement was removed. There is now also a reduction in paperwork and supporting documentation requirements for individuals who are already receiving a project-based subsidy as they have already proved eligibility to other agencies. This change will make the process easier for applicants as well as staff.

Mr. Riordan made a motion to accept the new application as presented, seconded by Ms. Dretler. Roll Call Vote: Mr. Gentile - Aye, Ms. Howe – Aye, Mr. Hummel - Aye, Ms. Cronin - Aye, Ms. Dretler - Aye, Mr. Pops - Aye, Mr. Riordan – Aye, Ms. Scotti – Aye.

67-73 Nobscot Road Joint Venture with Housing Authority

There is no update at this time. Mr. Duchesneau explained that because of scheduling conflicts the meeting of the Sudbury Planning Department, Cambridge Housing Authority, and Beals and Thomas had to be moved from October 10th to October 17th.

Minutes

No minutes were presented at this meeting.

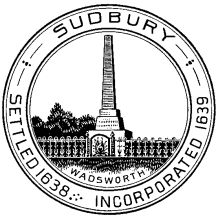
Public Comment

Amy Lee Peck requested information about 4 Longfellow Road and asked if it would stay a deed restricted affordable property. Ms. Rust explained that there were a number of repairs that needed to happen before the property could be sold and that there were a number of ways the housing trust could facilitate that all of which would be discussed in executive session.

Other or New Business

There was no new business

Mr. Gentile made a motion to enter Executive Session pursuant to Exemption 6 (M.G.L. Chapter 30A, §21(a)(6)) – To consider the purchase, exchange, lease or value of real property if the Chair declares that an Open Meeting may have a detrimental effect on the negotiating position of the public body, regarding 4 Longfellow Road, and then vote to end Executive Session and not return to Open Session, seconded by Ms. Dretler. Roll Call Vote: Mr. Gentile - Aye, Ms. Howe – Aye, Mr. Hummel - Aye, Ms. Cronin - Aye, Ms. Dretler - Aye, Mr. Pops - Aye, Mr. Riordan – Aye, Ms. Scotti – Aye.



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MINUTES

OCTOBER 18, 2022 AT 9:30 AM

VIRTUAL MEETING

Housing Trust Members Present: Chair Carmine Gentile, Kelley Cronin, Janie Dretler and John Riordan

Housing Trust Members Absent: Cynthia Howe, Robert Hummel, and Susan Scotti (abstain).

Others Present: Director of Planning and Community Development Adam Duchesneau, Community Preservation Coordinator Ryan Poteat, and Director of the Regional Housing Services Office (RHSO) Liz Rust

Mr. Gentile called the meeting to order at 9:36 AM.

4 Longfellow Road

Mr. Gentile spoke about the property needing \$75,000 in repairs. He stated that the goal was to sell the property to an eligible buyer but even if that did not happen the deed would remain restricted.

Mr Gentile made a motion for the Housing Trust to proceed to locate an eligible purchaser for 4 Longfellow Road, committing up to seventy-five thousand dollars for approved priority repairs and improvements to the buyer. If an eligible buyer cannot be found during the marketing period, the Housing Trust will open discussions with the Sudbury Housing Authority to purchase the dwelling unit at 4 Longfellow road, seconded by Ms. Dretler. Roll Call Vote: Mr. Gentile - Aye, Ms. Cronin - Aye, Ms. Dretler – Aye and Mr. Riordan – Aye.

Minutes

No minutes were presented at this meeting.

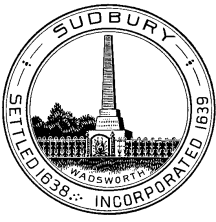
Public Comment

There was no public comment

Other or New Business

There was no new business

Mr. Gentile made a motion to adjourn, seconded by Ms. Dretler. Roll Call Vote: Mr. Gentile - Aye, Ms. Cronin - Aye, Ms. Dretler - Aye, Mr. Riordan – Aye



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MINUTES

November 10, 2022 AT 8:00 AM

VIRTUAL MEETING

Housing Trust Members Present: Chair Carmine Gentile, Vice Chair Robert Hummel, Kelley Cronin, Janie Dretler Cynthia Howe and John Riordan

Housing Trust Members Absent: Susan Scotti

Others Present: Director of Planning and Community Development Adam Duchesneau, Community Preservation Coordinator Ryan Poteat, and Director of the Regional Housing Services Office (RHSO) Liz Rust

Mr. Gentile called the meeting to order at 8:03 AM.

Board Operations

FY24 Community Preservation Act Funding Request – Housing Trust Allocation, Community Preservation Committee Questions, and November 16, 2022 Public Hearing Presentation

Mr. Gentile asked Ms. Cronin if she would be willing to represent the Housing Trust and make the Housing Trust Allocation presentation at the November 16th Public Hearing. Ms. Cronin agreed. Mr. Gentile then went into the questions asked by the Community Preservation Committee.

How was the requested the \$730,000 arrived and would you provide an itemization of the funds being requested as well as what they will be used for.

Mr. Gentile stated that he believed these questions were answered in the documents provided to the Community Preservation Committee. Ms. Rust explained that she believed that the Community Preservation Committee wanted a higher level of detail. Mr. Gentile stated that the Housing Trust had not acquired any new properties in number of years and the funds were needed to possibly acquire the Nobscot property.

Ms. Dretler agreed to draft the PowerPoint Presentation for the Public Hearing and staff agreed to assist in providing any requested information.

At this time Ms. Cronin left the meeting

Welcome and Announcements

Kay Bell, Chair, Commission on Disability – October as Disability Awareness Month

Mr. Gentile introduced Ms. Kay Bell and offered her the floor. Ms. Bell announced that it was disability awareness month. Ms. Bell spoke about the disability etiquette and offered three examples. More information is available at <https://sudbury.ma.us/disability>.

At this time Ms. Howe joined the meeting

Minutes: Approve Meeting Minutes of September 8, 2022, October 13, 2022, and October 18, 2022, if presented.

Ms. Dretler made a motion to approve the minutes from September 8, 2022, seconded by Mr. Gentile. Roll Call Vote: Mr. Gentile - Aye, Ms. Howe – Aye, Mr. Hummel - Aye, Ms. Dretler - Aye, Mr. Riordan – Aye

Financial Update

Mr. Gentile asked about a recertification fee for Messenger Woods. Ms. Rust explained that Messenger Woods is a rental development in Plainville and every year we recertify the tenants and the Housing Trust receives \$1,750 for this service.

Ms. Howe made a motion to Ratify FY23 September Transactions, seconded by Ms. Dretler. Roll Call Vote: Mr. Gentile - Aye, Ms. Howe – Aye, Mr. Hummel - Aye, Ms. Dretler - Aye, Mr. Riordan – Aye

Ms. Rust went through the Housing Trust Financial Projection in detail. She explained what each line was, what it was for and explained how

Trustee Appointment Discussion and Recommendation

Mr. Gentile introduced Ms. Green Vaswani and offered her the floor. Ms. Green Vaswani gave the Trust a brief overview of her past experience which included 18 years' experience working in affordable housing as a resident services coordinator. She expressed her passion for social justice in housing and her belief that more economic diversity in Sudbury benefits the public at large.

Mr. Hummel made a motion to recommend to the Select Board to appoint Ms. Green Vaswani to the Housing Trust, seconded by Ms. Dretler. Roll Call Vote: Mr. Gentile - Aye, Ms. Howe – Aye, Mr. Hummel - Aye, Ms. Dretler - Aye, Mr. Riordan – Aye

Rental Assistance Program

Ms. Rust spoke about the rental assistance program. She mentioned there were minor updates to the application and that there would be one more. The program was just posted last month and there have been 5. The applications are under review and will be processed as quickly as possible.

Mortgage Assistance Program

Ms. Rust spoke about the mortgage assistance program. Ms. Rust stated that 6 applications were submitted 3 of which were complete. There has been some difficulty with getting W9s from banks which is slowing down the process.

Mr. Gentile recognized Ms. Hadvab, Sudbury Town Social Worker. Ms. Hadvab had questions about the requirement for applicants to show other investments such as retirement accounts. She thought this was unnecessary as drawing funds from these types of accounts is not easy or financially wise to do. She pointed out that an individual in crisis who was in need should be able to access these programs without using saving intended for retirement thus should not be required to show these accounts. She believes it also adds an unnecessary layer of complexity for individuals who may be going through a stressful time.

Ms. Howe explained that the program does not suggest individuals draw down on their retirement account. She stated retirement accounts do not effect eligibility unless there is active income derived from said accounts; this is why this is a requirement.

Mr. Gentile explained that while he is an advocate of making things easier he is acutely aware that there are people who would take advantage of less screening protocols.

Ms. Howe explained that there are regulations that we have to follow; she agreed that less paperwork would be ideal but that this is something the Housing Trust already works very hard to accomplish.

4 Longfellow Road

Ms. Rust stated the owner had revoked their intent to sell and that they may reconsider selling in the spring.

67-73 Nobscot Road

Mr. Duchesneau showed a map illustrating the constraints of this property showing a 50' and 100' buffer line to wetlands. He also showed that the majority of the site is in an endangered species habitat. Mr. Duchesneau explained that Mass Wildlife may allow an offset, they may allow the project to go forward if there was an agreement to protect other areas and make them more amenable to the wildlife on the property.

Public Comment

Pat Brown of 34 Whispering Pine Road commented that she thought the Housing Trust should let the Community Preservation Committee know that deed restricted properties often fall into disrepair because the owners have income limitations. She recognized that the Housing Trust has historically stepped in and helped with the cost of repairs when owners are looking to sell. She thought this could help with the Housing Trust's application/presentation.

Other or New Business

Mr. Duchesneau announced that the next meeting of the Housing Trust would be held Thursday December 8th at 8:00 AM

Ms. Howe made a motion to adjourn, seconded by Ms. Dretler. Roll Call Vote: Mr. Gentile - Aye, Ms. Howe – Aye, Mr. Hummel - Aye, Ms. Dretler - Aye, Mr. Riordan – Absent

DRAFT

**Sudbury Housing Trust
FY23 Transactions**

Date	Post MO	Amount	Balance	Account	Description	Payer/Payee
7/1/22	Jul-22	\$305,025.34	\$305,025.34		Carryover \$305,025.35	
8/1/22	Aug-22	\$0.00	\$315,534.70		Balance to \$315,534.70	
9/1/20	Sep-22	\$0.00	\$310,396.56		Balance to \$310,396.56	
10/1/22	Oct-22	\$0.00	\$297,439.25		Balance to \$297,439.25	
10/3/22	Oct-22	\$1,000.00	\$298,439.25	Fee	Wellington Woods	Wellington Woods
10/13/22	Oct-22	\$9,332.39	\$307,771.64	Fee	MassHousing	Monitoring Fee
10/31/22	Oct-22	\$0.00	\$307,771.64	Expense	AACA	AACA
10/19/22	Oct-22	\$0.00	\$307,771.64	Expense	Mortgage Assistance	Various
10/19/22	Oct-22	(\$128.68)	\$307,642.96	Earmark	Mortgage Assistance (Oct)	Various
10/6/22	Oct-22	(\$784.91)	\$306,858.05	Salary	Payroll	Town of Sudbury
10/20/22	Oct-22	(\$784.91)	\$306,073.14	Salary	Payroll	Town of Sudbury
10/20/22	Oct-22	(\$1,750.00)	\$304,323.14	Expense	SRRP - Nov rent	Various
10/31/21	Oct-22		\$304,323.14	Interest	Interest October	Town of Sudbury
10/31/21	Oct-22		\$304,323.14	Interest	Interest October	Town of Sudbury
11/1/21	Nov-22	\$0.00	\$304,323.14		Balance to \$304,323.14	

**Sudbury Housing Trust
Financial Projection - Detail**

	Line#	FY20	FY21	FY22	FY23				Total
Description		Actual	Actual	Actual	Actual	Remaining	Projected	Planned	
Housing Unit Creation									
Cumulative #units created	1	14	14						
Cumulative per unit subsidy of created units	2	\$181,812	\$181,812						
Annual #Trust Created Units	3	0	0						
Annual \$Trust Created Units	4	\$0	\$0						
Total subsidy of created units	###	\$2,545,366	\$2,545,366						
#Trust Assisted Units	6	126	126						
\$Trust Assisted Units	7	\$650,000	\$650,000						
Cumulative per unit subsidy of assisted units	8	\$5,158.73	\$5,159						
Detailed Statement of Revenues and Expenditures									
Carry Forward	10	\$222,566	\$155,241	\$129,310.94	\$305,025.35	\$0	\$305,025		
Fees - 712543/430000	20	\$70,332	\$89,115	\$58,972	\$13,082	\$88,868	\$101,950	\$99,200	\$941,351
Resales	21	\$5,382	\$10,675	\$750	\$0	\$5,000	\$5,000		\$25,949
External Contracts (sum of below)	22	\$64,950	\$78,440	\$58,222	\$13,082	\$83,868	\$96,950		\$903,582
Bedford Woods/Concord Millrun	23		\$4,000	\$9,400	\$0	\$17,800	\$17,800		\$31,200
Harvard - Pine Hill Village	24	\$4,200	\$5,000	\$2,500	\$0	\$12,500	\$12,500		\$24,200
Natick Graystone Lane	25			\$1,000	\$0	\$5,500	\$5,500		\$6,500
Medford Wellington Woods	26	\$1,000	\$9,000	\$5,000	\$2,000	\$18,000	\$20,000		\$36,000
Holliston - Village Green	27			\$1,000	\$0	\$11,000	\$11,000		\$13,000
Rental Recertification: Messenger, Corey St	28	\$3,750	\$3,650	\$3,350	\$1,750	\$3,400	\$5,150		\$37,900
Monitoring - MassHousing, Cold Brook	29		\$20,790	\$24,212	\$9,332	\$15,668	\$25,000		\$70,002
Completed		\$56,000	\$29,500	\$11,760	\$0	\$0	\$0		\$678,280
CPA/Financing - 712549/497000	30	\$0	\$0.00	\$404,903	\$75,000	\$275,000	\$350,000	\$350,000	\$3,519,796
SHA Nobscot (CPA)	31	\$0.00	\$0.00	\$16,403	\$0	\$0	\$0		\$20,300
CPA	36	\$0	\$0	\$388,500	\$0	\$0	\$0		\$2,958,396
State ARPA - Mortgage Assistance	32				\$75,000	\$0	\$75,000		\$75,000
Sudbury ARPA - Mortgage Assistance	33				\$0	\$75,000	\$75,000		\$75,000
Sudbury ARPA - COVID Small Grant	34				\$0	\$75,000	\$75,000		\$75,000
Sudbury ARPA - Rental Assistance	35				\$0	\$125,000	\$125,000		\$125,000
Interest - 712548/482000, 712548/489000	41	\$16,311	\$638	\$408.50	\$516	\$500	\$1,016	\$500	\$65,229
State Earmark - Mortgage Assistance	45			-\$1,593.66	-\$7,406.34	-\$66,000.00	-\$73,406.34		-\$75,000
Expenditures - 712557/522100/earmark	50	-\$153,032.88	-\$113,434	-\$284,603.46	-\$77,729	-\$542,115	-\$619,844	-\$668,634	-\$4,088,376
Project Admin	51	\$0	\$0		\$0		\$0		-\$39,448
Legal/Parcel Feasibility	52	\$0	\$0		\$0		\$0		-\$3,600
Staff Assistance/Contract Assistance	53	\$0	\$0		\$0		\$0		-\$83,289
RHSO/Contract Assistance	54	-\$42,416	-\$44,525	-\$44,889.00	-\$40,946	\$0	-\$40,946		-\$260,631
Programs - sum of below	56	-\$97,326	-\$57,704	-\$231,398.06	-\$26,113	-\$528,115	-\$554,228		-\$3,461,407
Remaining CPA	560	\$0	\$0		\$0	-\$167,015	-\$167,015		-\$167,015
Nobscot Feasibility (CPA)	561	\$0	-\$3,528	-\$29,277.80	\$0	-\$18,600	-\$18,600		-\$51,406
Small Grant Program	562	-\$16,900	-\$4,286	-\$22,404.00	\$0	-\$25,000	-\$25,000		-\$237,530
Sudbury ARPA - COVID Small Grant	563				\$0	-\$75,000	-\$75,000		-\$75,000
Home Preservation Grants/HFH	564	-\$30,426	-\$8,690	-\$17,950.00	\$0	-\$40,000	-\$40,000		-\$103,753
Rental Assistance - ERAP (Trust funded)	565		-\$41,200	\$0.00		\$0	\$0		-\$41,200
Rental Assistance - SRRP (CPA funded)	566			-\$161,766.26	-\$26,113	-\$2,500	-\$28,613		-\$190,379
Sudbury ARPA - Rental Assistance	567				\$0	-\$125,000	-\$125,000		-\$125,000
Sudbury ARPA - Mortgage Assistance	568				\$0	-\$75,000	-\$75,000		-\$75,000
H4H, Dutton Road	569	\$0	\$0						-\$48,249
Grants: Coolidge/SHA	570	-\$50,000	\$0						-\$450,000
Home Preservation Program	571								-\$1,028,094
Maynard Ra	572	\$0	\$0						-\$868,780
Lottery Expense (sum of below)	58	-\$13,291	-\$11,205	-\$8,316.40	-\$10,670	-\$14,000	-\$24,670		-\$240,001
Advertising/Insurance	581	-\$13,291	-\$11,205	-\$8,316.40	-\$10,670	-\$14,000	-\$24,670		-\$179,072
Trust portion of Salaries - 712551/511100	60	-\$934.79	-\$2,249	-\$2,372.28	-\$4,090	-\$48,410	-\$52,500		-\$223,220
Ending Balance	70	\$155,241.43	\$129,310.94	\$305,025.35	\$304,399.15	-\$226,158	\$85,648		

TOWN OF SUDBURY
SUDBURY HOUSING TRUST
FUND FINANCIAL STATEMENTS
YEARS ENDED JUNE 30, 2022 AND 2021
AND
REPORT OF CERTIFIED PUBLIC ACCOUNTANTS

TOWN OF SUDBURY
SUDBURY HOUSING TRUST
FUND FINANCIAL STATEMENTS
YEARS ENDED JUNE 30, 2022 AND 2021

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INDEPENDENT AUDITORS' REPORT

Town of Sudbury
Sudbury Housing Trust
Sudbury, Massachusetts

Opinion

We have audited the accompanying financial statements of the Sudbury Housing Trust fund of the Town of Sudbury, Sudbury, Massachusetts, which comprise the balance sheet as of June 30, 2022 and 2021, and the related statement revenues, expenditures and changes in fund balance for the years then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Sudbury Housing Trust fund of the Town of Sudbury, Sudbury, Massachusetts, as of June 30, 2022 and 2021, and the changes in its financial position thereof for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Sudbury Housing Trust fund and to meet our ethical responsibilities in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Sudbury Housing Trust fund's ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

Auditor's Responsibility for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists.

The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Sudbury Housing Trust fund's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Sudbury Housing Trust fund's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

Emphasis of Matter

As discussed in Note A, the financial statements present only the Sudbury Housing Trust fund and do not purport to, and do not present fairly the financial position of the Town of Sudbury, Massachusetts, as of June 30, 2022 and 2021, the changes in its financial position, or, where applicable, its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America. Our opinion is not modified with respect to this matter.



Borgatti Harrison & Co.

Framingham, Massachusetts
November 21, 2022

**TOWN OF SUDBURY
SUDBURY HOUSING TRUST
BALANCE SHEETS**

JUNE 30 2022 AND 2021

	<u>2022</u>	<u>2021</u>
ASSETS		
Cash and cash equivalents	\$ 304,025	\$ 575,946
Due from the Town of Sudbury	<u>1,000</u>	<u>-</u>
Total Assets	<u><u>\$ 305,025</u></u>	<u><u>\$ 575,946</u></u>
 LIABILITIES AND FUND BALANCES		
Liabilities:		
Due to the Town of Sudbury	<u>\$ -</u>	<u>\$ 446,635</u>
Total liabilities	<u>-</u>	<u>446,635</u>
Fund balances:		
Nonspendable	-	-
Restricted	-	-
Committed	-	45,000
Assigned	305,025	84,311
Unassigned	<u>-</u>	<u>-</u>
Total fund balances	<u>305,025</u>	<u>129,311</u>
 Total Liabilities and Fund Balances	<u><u>\$ 305,025</u></u>	<u><u>\$ 575,946</u></u>

The accompanying notes are and integral part of the financial statements

**TOWN OF SUDBURY
SUDBURY HOUSING TRUST
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
FOR THE YEARS ENDED JUNE 30, 2022 AND 2021**

	<u>2022</u>	<u>2021</u>
REVENUES		
Fees	\$ 58,972	\$ 89,115
Interest and other income	<u>408</u>	<u>638</u>
Total revenues	<u>59,380</u>	<u>89,753</u>
EXPENDITURES		
Payroll	2,372	2,249
Lottery/Monitoring agent expenses	8,316	11,205
Administrative expenses	44,889	44,525
Rental Assistance Program	161,766	41,200
Mortgage Assistance Program	1,594	-
Small grant expenses	22,404	4,286
Project expenses -		
Nobscot	12,875	3,528
Home preservation	<u>17,950</u>	<u>8,690</u>
Total expenditures	<u>272,166</u>	<u>115,683</u>
Excess (deficiency) of revenues over expenditures	(212,786)	(25,930)
OTHER FINANCING SOURCES (USES)		
Transfers in	<u>388,500</u>	<u>-</u>
Net change in fund balance	175,714	(25,930)
Fund balance, beginning of year	<u>129,311</u>	<u>155,241</u>
Fund balance, end of year	<u><u>\$ 305,025</u></u>	<u><u>\$ 129,311</u></u>

The accompanying notes are an integral part of the financial statements

TOWN OF SUDBURY, MASSACHUSETTS
SUDBURY HOUSING TRUST

NOTES TO BASIC FINANCIAL STATEMENTS

1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

A. General Statement

The Sudbury Housing Trust is a Municipal Affordable Housing Trust Fund, established under Massachusetts General Laws, Chapter 44, Section 55C and authorized pursuant to town meeting of the Town of Sudbury, Massachusetts in 2006.

The purpose of the Trust is to provide for the preservation and creation of affordable housing in the Town of Sudbury, Massachusetts for the benefit of low and moderate income households.

The Trust is governed by a Board of Trustees consisting of not less than five and not more than nine Trustees appointed by the Town of Sudbury Board of Selectmen. At least one of the Trustees shall be a member of the Board of Selectmen, who shall serve as the representative of the Board of Selectmen.

The Town of Sudbury Treasurer/Collector is the custodian of the Trust's funds and maintains separate accounts and records for said funds. The Treasurer/Collector shall invest the Trust's funds in the manner authorized by MGL Chapter 44, Section 55, Public Funds on Deposit; Limitations; Investments, Section 55A, Liability of Depositor for Losses Due to Bankruptcy, and 55B, Investment of Public Funds.

The Trust shall continue so long as authorized under the laws of the Commonwealth of Massachusetts. Notwithstanding the foregoing, the Trust may be terminated by a majority vote of the Town Meeting in accordance with MGL Chapter 4, Section 4B.

B. Accounting Method

The accounting and reporting policies of the Trust conform to accounting principles generally accepted in the United States of America applicable to state and local governments. Generally accepted accounting principles for local governments include those principles prescribed by the Government Accounting Standards Board (GASB), the American Institute of Certified Public Accountants in the publication entitled Audits of State and Local Governmental units, and by the Financial Accounting Standards Board (when applicable).

TOWN OF SUDBURY, MASSACHUSETTS
SUDBURY HOUSING TRUST

NOTES TO BASIC FINANCIAL STATEMENTS
(Continued)

C. Fund Balance

Fund balance is divided into five classifications based primarily on the extent to which the Trust is bound to observe constraints imposed upon the use of the resources in the governmental funds. The classifications are as follows:

Nonspendable - The nonspendable fund balance category includes amounts that cannot be spent because they are not in spendable form, or legally or contractually required to be maintained intact. The "not in spendable form" criterion includes items that are not expected to be converted to cash. It also includes the long-term amount of interfund loans.

Restricted - Fund balance is reported as restricted when constraints placed on the use of resources are either externally imposed by creditors (such as through debt covenants), grantors, contributors, or laws or regulations of other governments or is imposed by law through constitutional provisions or enabling legislation (Trust Agreement).

Enabling legislation authorizes the Trust to assess, levy, charge, or otherwise mandate payment of resources (from external resource providers) and includes a legally enforceable requirement that those resources be used only for the specific purposes stipulated in the legislation. Legal enforceability means that the Trust can be compelled by an external party, such as citizens, public interest groups, or the judiciary to use resources created by enabling legislation only for the purposes specified by the legislation.

Committed - The committed fund balance classification includes amounts that can be used only for the specific purposes imposed by formal action (ordinance or resolution) of Trust Board. Those committed amounts cannot be used for any other purpose unless the Trust Board removes or changes the specified use by taking the same type of action (ordinance or resolution) it employed to previously commit those amounts. In contrast to fund balance that is restricted by enabling legislation, committed fund balance classifications may be redeployed for other purposes with appropriate due process.

TOWN OF SUDBURY, MASSACHUSETTS
SUDBURY HOUSING TRUST

NOTES TO BASIC FINANCIAL STATEMENTS
(Continued)

Constraints imposed on the use of committed amounts by Trust Board, separate from the authorization to raise the underlying revenue; therefore, compliance with these constraints is not considered to be legally enforceable. Committed fund balance also incorporates contractual obligations to the extent that existing resources in the fund have been specifically committed for use in satisfying those contractual requirements.

Assigned - Amounts in the assigned fund balance classification are intended to be used by the Trust for specific purposes but do not meet the criteria to be classified as restricted or committed. In governmental funds other than the General Fund, assigned fund balance represents the remaining amount that is not restricted or committed. In the General Fund, assigned amounts represent intended uses established by Trust Board, or a Trust official delegated that authority by the Trust Agreement or ordinance.

Unassigned - Unassigned fund balance is the residual classification for the General Fund and includes all spendable amounts not contained in the other classifications. In other governmental funds, the unassigned classification is used only to report a deficit balance resulting from overspending for specific purposes for which amounts had been restricted, committed, or assigned.

The Trust applies restricted resources first when expenditures are incurred for purposes for which either restricted or unrestricted (committed, assigned, and unassigned) amounts are available. Similarly, within unrestricted fund balance, committed amounts are reduced first followed by assigned, and then unassigned amounts when expenditures are incurred for purposes for which amounts in any of the unrestricted fund balance classifications could be used.

D. Cash and Cash Equivalents

The Trust fund's pooled Cash and Cash Investments are available upon demand and are considered to be "cash equivalents" when preparing these financial statements. In addition, any marketable securities not included in the common pooled accounts that are purchased with a maturity of ninety days or less is also considered being "cash equivalents".

All investments are recorded at fair value based on quoted market prices. Fair value is the amount at which a financial instrument could be exchanged in a current transaction between willing parties.

TOWN OF SUDBURY, MASSACHUSETTS
SUDBURY HOUSING TRUST

NOTES TO BASIC FINANCIAL STATEMENTS
(Continued)

E. Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

2. DUE TO/FROM TOWN OF SUDBURY

This represents amounts net to/from the Town at year end to settle up on the year's activities. This difference is transferred by the Town Treasurer in July each year.

3. AMERICAN RESCUE PLAN ACT

The Trust will be receiving \$75,000 for its Mortgage Assistance Program from the Commonwealth of Massachusetts Department of Housing and Community Development's American Rescue Plan Act of 2021 (ARPA) funds.

4. EVALUATION OF SUBSEQUENT EVENTS

The Trust has evaluated subsequent events through November 21, 2022, the date which the financial statements were available to be issued.

TOWN OF SUDBURY
APPLICATION FOR APPOINTMENT

SELECT BOARD
278 OLD SUDBURY ROAD
SUDBURY, MA 01776

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

Board or Committee Name: _____

Name: _____

Address: _____ Email Address: _____

Home phone: _____ Work or Cell phone: _____

Years lived in Sudbury: _____

Brief resume of background and pertinent experience:

Municipal experience (if applicable):

Educational background:

Reason for your interest in serving:

Times when you would be available (days, evenings, weekends):

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

_____ (Initial here that you have read, understand and agree to the following statement)

I agree that if appointed, I will work toward furtherance of the committee's mission statement; and further, I agree that I will conduct my committee activities in a manner which is compliant with all relevant State and Local laws and regulations, including but not limited to the Open Meeting Law, Public Records Law, Conflict of Interest Law, Email Policy and the Code of Conduct for Town Committees.

I hereby submit my application for consideration for appointment to the Board or Committee listed above.

Signature Jessica Cerullo Merrill Date _____

Date: December 5, 2022 Email: DuchesneauA@sudbury.ma.us
Name: Adam Duchesneau, AICP
Transmitted To: Director of Planning & Community Development
Company: Town of Sudbury Housing Trust
Project No.: M5346.22 City/Town: Sudbury Transmitting 2 Page(s)

SCOPE OF SERVICES:

As requested, Beals and Thomas, Inc. (B+T) respectfully submits this Proposal for a budget extension to continue to undertake our involvement in the ongoing development analysis for the property at 67-73 Nobscot Road in Sudbury, Massachusetts.

Our original proposal for professional services included preparing a Land Planning Study that was completed and issued on February 25, 2022. Recently, at the request of the Housing Trust, B+T has been coordinating closely (attending meetings, providing illustrative exhibits, etc.) with personnel from the Cambridge Housing Authority (CHA). As we have conducted these out-of-scope activities to date under our original agreement, we have now reached our authorized budget. As indicated by your office, additional requests from CHA are likely to continue as the analysis of the subject property continues.

Therefore, we will continue to coordinate with CHA as requested. To do so, we request authorization for an additional allowance of approximately 16 labor hours to continue to provide professional services on this Project.

FEES FOR SERVICES:

All fees will be billed on a time and materials basis. The estimated labor and expense budget is detailed below:

Additional Labor Allowance	\$3,000
-----------------------------------	----------------

SCHEDULE OF SERVICES:

We anticipate completing these services on an as-needed basis based on CHA's schedule.

Adam Duchesneau, AICP
Director of Planning & Community Development
December 5, 2022
Page 2

As authorization to proceed and as approval of the budget, please execute and return one copy of this agreement for our records.

BEALS AND THOMAS, INC.

By: David J. LaPointe
David J. LaPointe, RLA, LEED AP
Principal

AGREED AND ACCEPTED FOR
TOWN OF SUDBURY HOUSING TRUST

SIGNATURE: _____

NAME/TITLE: _____
(print)

DATE: _____

DJL/mc/dmf/aak/M534622CA001



PROFESSIONAL SERVICES PROPOSAL

CLIENT:	Mayflower Council, Boy Scouts of America Attn: Hank Rauch 83 Cedar Street Milford, MA 01757	DATE:	December 3, 2022
CONSULTANT:	Lucas Environmental, LLC 500A Washington Street Quincy, MA 02169	PROJECT:	Nobscot Residential Project 67-73 Nobscot Road Sudbury, MA

Per your request, Lucas Environmental, LLC (LE) is pleased to submit this proposal for professional services for the proposed Nobscot Residential Project located at 67-73 Nobscot Road, Massachusetts. Unless executed within 30 calendar days of the above date, this proposal, including all of its terms and conditions will not be considered valid. For the purposes of this proposal, it is assumed that LE will have access and permission to enter the project site to complete the following Scope of Services.

A. SCOPE OF SERVICES

1.0 RARE SPECIES PERMITTING – NHESP

1.1 NHESP Consultation

As part of this task, LE will review the nature of the proposed work. LE assumes the ownership is tied to the Boy Scouts of America, and this project may require cumulative impact analysis associated with other projects at Nobscot. LE will conduct a site visit to review the existing site conditions.

LE will meet with the project team and NHESP staff virtually to review the project design concepts. The objective of the meetings will be to present the project and identify NHESP concerns prior to potential permitting under the Massachusetts Endangered Species Act (MESA). The scope of work for this task includes review and comment on design concepts and coordination with NHESP staff. It is anticipated that up to one (1) meeting with NHESP will be required as part of this task, and will include phone calls, coordination, and correspondence with NHESP and the project team. For the purposes of preparing this proposal, LE is estimating up to 20 hours for this task.

Following the meeting with NHESP, LE can conduct a habitat evaluation of the property and any NHESP permitting that may be required, under separate contract.



Professional Services Proposal

B. FEES

The estimated fee to perform the services listed in the Scope of Services is described below by task. This task will be billed on a Time & Materials basis at the rate of \$130.00 per hour. A retainer in the amount of \$900.00 is requested to begin work on this project.

Task #	Task	Fee
1.0	RARE SPECIES PERMITTING – NHESP	
1.1	NHESP Consultation	\$2,700.00
PROJECT TOTAL		\$2,700.00

Reimbursable expenses **ARE** included in the Fees provided in the Proposal. Reimbursable expenses include such items as: copy and reproduction costs, legal ads, overnight mailings, research materials, abutter list fees, and vehicle mileage per the current IRS standard mileage rates for business. Any additional reimbursable fees, above and beyond those described in the Scope of Services and Fees in the Proposal, are to be approved ahead of time by the client via an Additional Services Proposal (ASP). Permit application fees and legal ads **ARE NOT** included in our fee estimate, unless otherwise noted.

C. SERVICES NOT INCLUDED

Lucas Environmental, LLC would be pleased to provide the services described below for mutually agreed upon additional compensation. **These services are not included in the Scope of Work as noted above.**

- Additional field reports/memorandums/summaries not included in this Scope;
- Additional technical studies, detailed response to comments, plan modifications;
- Additional Environmental Permitting: Preparation of permit application packages for local, state and federal permits not identified in the Scope of Services;
- Additional site walks/meetings, if required;
- Functions and Values Assessment;
- Vernal pool surveys;
- Wildlife Surveys and Habitat Analyses;
- Rare Species Surveys;
- NHESP Consultation and Permitting;
- Environmental monitoring;
- Field Survey of wetland resource areas;
- On-site soil testing is not included;
- Coordination and review of Massachusetts Historical Commission records; and
- Other services not listed specifically under the Scope of Services above.



D. SERVICE AGREEMENT SIGNATURES

Please execute this document in the space provided below and return the original copy to our office. Receipt of the signed proposal will serve as notice to proceed. If you have any questions or comments, please do not hesitate to contact me at 617.405.4140 or cml@lucasenviro.com.

By the signing of this proposal, you indicate your acceptance of the terms and conditions contained herein and the attached General Terms & Conditions, and you give authorization to proceed with the Scope of Services indicated.

Sincerely,
LUCAS ENVIRONMENTAL, LLC

A handwritten signature in blue ink that reads 'Christopher M. Lucas'.

Christopher M. Lucas, Manager, PWS/CWS/RPSS
Environmental Consultant/Wetland & Soil Scientist

Enclosure: General Terms and Conditions

ACCEPTANCE OF PROPOSAL & AUTHORIZATION TO PROCEED

This proposal is hereby authorized and accepted as executed below by a duly authorized signatory of Mayflower Council, Boy Scouts of America. The signatory below also hereby warrants that he/she has full authority to act for, in the name of, and on behalf of Mayflower Council, Boy Scouts of America to authorize this Agreement.

Signature of Authorized Representative for Mayflower Council, Boy Scouts of America

Print Name/Title

Date of Authorization



General Terms & Conditions

Compensation and Payment

Unless otherwise provided for in writing, Lucas Environmental, LLC (hereafter referred to as LE) shall be compensated for its services and shall be reimbursed for costs and expenses reasonably incurred in its performance or professional services. Materials will be billed at cost; mileage will be billed per the current IRS standard mileage rates for business, unless other terms are outlined with this Proposal. Unless specifically excluded or other terms are outlined within this Proposal, LE shall require a signed Proposal to start work on this Project and retainer if included in the Proposal. **LE shall submit invoices that are due and payable upon receipt.** Billing is submitted monthly to the Client based upon the tasks performed (at applicable rates), plus reimbursable expenses not included in the Proposal. If Client disagrees with any portion of an invoice, it shall notify LE within seven (7) days of receipt of the invoice, and shall pay the portion not in dispute. On amounts not paid within thirty (30) days of invoice date, Client shall pay interest from invoice date until payment is received at a rate of 1.5 percent. A second invoice shall be sent when the invoice is thirty days (30) days past due. **Unpaid balances more than thirty (30) days will result in cessation of all project-related work until the portion of the overdue balance is paid in full.** If LE has stopped work on this Project for a reason, LE will not be held not responsible for consequences, financial or otherwise, associated with project delays or final completion thereof. Additional services and/or revisions to work outlined in this contract will be performed at additional costs when applicable or per an approved fee by the client. LE or any of its sub vendors shall not commence with any additional services until written authorization of an amended Scope of Services is approved by the Client. Prior to performing any work on the property, LE reserves the right to post a notice of contract. The parties to this contract specifically agree that LE has no obligation to release drawings or other documents until the final bill for services associated with the production of those documents has been paid in full. Prior to the execution of this Proposal, LE reserves the right to take measures necessary to evaluate the credit history of the Client and subsequently cancel or modify this Proposal as deemed necessary.

Proprietary Information

All documents, drawings, specifications, plans, related reports, calculations, maps, charts, specifications, electronic data, information and any and all documents enumerated in, or prepared under, this Proposal prepared, provided, or procured by LE are instruments of service. LE shall retain all common law, statutory and other reserved rights, including copyright in those instruments of service. Drawings, specifications, and other documents and materials and electronic data are furnished for use solely with respect to this Project. LE will provide Client will a specific number of copies of plans, reports or other media generated by LE as defined in the Scope of Services. Additional copies will be provided for a fee. Designs, documents, specifications, and other work produced by LE will not be provided to any third party unless specifically requested by the Client, and if requested, will be provided for an additional fee.

Dispute Resolution

Client and LE agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or related to this Agreement to mediation in accordance with industry standard mediation rules of the American Arbitration Association, effective as of the date of this Agreement.

Force Majeure

Neither party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without negligence.

Indemnification

Client and LE each agree to indemnify and hold the other harmless, and their respective officers, employee, agents and representatives, from and against liability for all claims, losses, damages, and expenses, including reasonable attorney's fees, to the extent such claims, losses, damages, or expenses are caused by the indemnifying party's negligent acts, errors or omissions. In the event claims, losses, damages, or expenses are caused by the joint concurrent negligence of the Client and LE, they shall be borne by each party in proportion to its negligence.

Modifications or Changes

In the event of material change in LE's Scope of Services or LE's time or other conditions for the performance of services, through no fault of LE, the compensation due LE and the time allowed for LE's performance shall be equitably adjusted. Any such change shall be by a duly executed written instrument.

No Third Party Beneficiaries

Unless expressly provided otherwise in this Agreement, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by LE to any Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and not for the benefit of any other party.



General Terms & Conditions

Opinions of Cost

Any opinions or estimates of probable construction or implementation costs prepared or verbally indicated by LE represent LE's professional judgment based on its experience and available information. However, since LE has no control over the cost of labor, materials, equipment, or services furnished by others, over contractor's methods or determining prices, or over competitive bidding or market conditions, LE cannot and does not guarantee that proposals, bids, or actual costs will not vary from LE's opinions, estimates or evaluations of cost.

Other Consultants or Contractors

LE shall not have any duty or authority to direct or supervise any separate consultants or contractors of Client to provide their means, methods, sequences, safety procedures, or programs or to stop or otherwise suspend their activities, LE shall not be responsible for the failure of Client's separate consultants or contractors to fulfill their responsibilities and Client agrees to indemnify, hold harmless, and defend LE against any claims arising out of such failures.

Responsibility for Permits, Approvals, and Regulatory Reporting

Unless specifically identified in the scope of services, LE shall provide technical criteria, written descriptions, and design data for Client's use in filing applications for permits from or approvals of governmental authorities having jurisdiction over the Project and shall assist Client in consultations with such authorities.

Responsibilities of Client

So far as to not delay the services of LE, Client shall designate in writing a person to act as its representative with respect to LE's services; provide all criteria and full information as to Client's requirements for the Project; place at LE's disposal all available information pertinent to the Project and any site where services are to be performed; provide or arrange for legal access and make all provisions for LE to enter any site where services are to be performed; give prompt written notice to LE whenever Client observes or otherwise becomes aware of any development that affects the scope or timing of LE's services; and provide any notices required to be given to governmental authorities in connection with LE's services, except for such notices LE has agreed in writing to give. LE shall be entitled to rely upon the information, services, and instructions provided by Client and Client's Representative.

Other Information

LE will rely upon commonly used sources of data, including database searches and agency contacts. LE does not warranty the accuracy of the information obtained from those sources and unless specifically requested by the Client will not independently verify such information.

Standard of Care

The standard of care for all professional service performed or furnished by LE under this agreement will be the skill and care used by members of the environmental consulting industry practicing under similar circumstances at the same time and in the same locality. LE makes no warranties, either express or implied, under this Agreement or otherwise, in connection with LE's services.

Termination of Contract

Client may terminate this Agreement with seven days prior written notice to LE for convenience or cause. LE may terminate this Agreement for cause with seven days prior written notice to Client. **Failure of Client to make payments when due shall be cause for suspension of services or, ultimately, termination, unless and until LE has been paid in full all amounts due.**

Limitation of Liability

To the fullest extent permitted by the law, the total liability of LE and its subconsultants and subcontractors to Client for any and all injuries, claims, losses, expenses or damages whatsoever from any cause or causes, including, but not limited to, strict liability, breach of contract, breach of warranty, negligence, or errors and omissions (collectively "claims") shall not exceed three thousand dollars and zero cents (\$3,000.00) or LE's total fee, whichever is greater. In no event shall LE, its subconsultants or subcontractors be liable for punitive, special, incidental or consequential damages. Client, as a material inducement for LE to enter into this agreement, waives all claims against, forever discharges and promises not to sue LE for all claims. Client agrees to look solely to LE for the satisfaction of any claims arising from or relating to this agreement that client would otherwise have against LE absent the waiver set forth above.

From: Hank Rauch <hjrauch@gmail.com>
Sent: Saturday, December 3, 2022 4:48 PM
To: Duchesneau, Adam <DuchesneauA@sudbury.ma.us>
Subject: Fwd: 67-73 Nobscot Road

Adam. attached from Mayflowers consultant. I will call Monday PM to discuss.

Sent from my iPhone

Begin forwarded message:

From: Christopher Lucas <cml@lucasenviro.com>
Date: December 3, 2022 at 12:07:25 PM EST
To: Hank Rauch <hjrauch@gmail.com>
Subject: RE: 67-73 Nobscot Road

Hi Hank,

I reviewed the information you send and have prepared a proposal for the preliminary work to see what we can do with NHESP here. The main concern is how they will review this with the trails project, as it will likely require a cumulative impact analysis, unless we can clearly show separate ownership; however, I recall this piece of land is tied to your organization. Please review and let's discuss sometime this week.

Thank you.

Christopher M. Lucas, Principal, PWS, CWS, RPSS
Certified Wetland Scientist/Professional Soil Scientist

Lucas Environmental, LLC

500A Washington Street
Quincy, MA 02169
T: 617.405.4140
C: 617.894.4470
www.lucasenviro.com

PLEASE NOTE MY NEW EMAIL ADDRESS: cml@lucasenviro.com

Think Sustainable. Keep e-Mail Electronic.

From: Hank Rauch <hjrauch@gmail.com>
Sent: Wednesday, November 16, 2022 3:16 PM
To: Christopher Lucas <cml@lucasenviro.com>
Subject: 67-73 Nobscot Road

Chris;

We are negotiating with Town of Sudbury Housing Trust & Housing Authority on potential development of Mayflower Property @ # 67 – 73 Nobscot RD. Sudbury engaged B & T for due diligence validating development options on the 5.4 acre parcel. B & T's cursory development plan for Mayflower property @ # 67-73 Nobscot Rd. is attached. It indicates substantial NHESP area of concern.

I've attached land plan 4 houses recorded plan of the plot as referenced @ Registry. All but 5.4 acres as shown is under C/R. There are 4 Single Homes on the remainder. Homes are abandoned > 4 yrs.

File plot.pdf prepared by B & T for Knox Trail Council BSA predecessor to Mayflower in 2015 anticipated sub-division and build of 4 homes. B & T's report of 2015 attached as b&t report r1. It indicates risk of NHESP issues.

We will need assistance assessing feasibility of getting relief or doing mitigation for the NHESP concerns.

Hank Rauch
HJRauch@gmail.com
Phone: 508-366-1292
Cell: 508-207-3225