

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

REVISED AGENDA

Thursday August 10, 2023

8:00 AM

Virtual Meeting

Pursuant to Chapter 2 of the Acts of 2023, 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.

Board Operations

1. Minutes: Approve Meeting Minutes of July 13, 2023, if presented. – Possible Vote
2. CP-3 Report – Possible Vote
3. Lottery Contract – Possible Vote
4. Fiscal Year 2024 Budget – Possible Vote
5. Financial Update
 - Ratify FY23 May Transactions, if presented

Housing Trust Initiatives

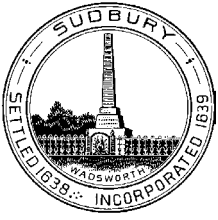
1. Discussion regarding Possible Land Donation to the Town of Sudbury (Assessor's Maps J09-0048, K09-0464, K09-0463, K09-0460, and K09-0459)
2. Small Grant Program; Review Eligible Projects and Applications – Possible Vote
3. 67-73 Nobscot Road
4. Housing Production Plan Update
5. Dutton Road Home Review Project Budget – Possible Vote

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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DRAFT MINUTES

June 8, 2023 AT 8:00 AM

VIRTUAL MEETING

Housing Trust Members Present: Chair Carmine Gentile, Jessica Cerullo Merrill, Kelley Cronin, Janie Dretler, Sarah Green Vaswani, Cynthia Howe, Robert Hummel and John Riordan.

Housing Trust Members Absent: None

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

Mr. Gentile called the meeting to order at 8:01

Minutes

Mr. Riordan made a motion to approve the minutes of February 9, 2023. Mr. Hummel seconded the motion. Roll Call Vote: Mr. Gentile – Aye, Mr. Hummel – Aye, Ms. Cerullo Merrill – Aye, Ms. Cronin – Aye, Ms. Dretler – Aye, Ms. Green Vaswani – Aye, Ms. Howe – Aye, and, Mr. Riordan – Aye.

Mr. Riordan made a motion to approve the minutes of March 9, 2023. Ms. Dretler seconded the motion. Roll Call Vote: Mr. Gentile – Aye, Mr. Hummel – Aye, Ms. Cerullo Merrill – Aye, Ms. Cronin – Aye, Ms. Dretler – Aye, Ms. Green Vaswani – Aye, Ms. Howe – Aye, and, Mr. Riordan – Aye.

Ms. Dretler made a motion to approve the minutes of April 13, 2023. Mr. Hummel seconded the motion. Roll Call Vote: Mr. Gentile – Aye, Mr. Hummel – Aye, Ms. Cerullo Merrill – Aye, Ms. Cronin – Aye, Ms. Dretler – Aye, Ms. Green Vaswani – Aye, Ms. Howe – Aye, and, Mr. Riordan – Aye.

Ms. Dretler made a motion to approve the minutes of May 11, 2023. Ms. Cronin seconded the motion. Roll Call Vote: Mr. Gentile – Aye, Mr. Hummel – Abstain, Ms. Cerullo Merrill – Aye, Ms. Cronin – Aye, Ms. Dretler – Aye, Ms. Green Vaswani – Aye, Ms. Howe – Aye, and, Mr. Riordan – Aye.

Financial Update

Ms. Rust presented the financial update for the March transactions. This was informational and did not require a vote.

Hillside Place

There was discussion about the Housing Trust doing a site visit. The abutting property owners claim the street is a private way which if is true would land-lock all of the plots. The property owner or a designee would need to be available in order to access the property.

67-73 Nobscot Road

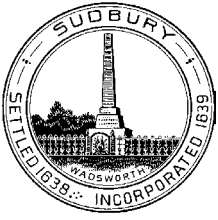
There was conversation about next steps. Staff and Mr. Gentile will reach out to contacts representing this property. There will be a special meeting on June 22nd dedicated to this topic.

Public Comment

Pat Brown 34 Whispering Pine Road suggested that supporting materials be made public prior to public meetings. After discussion the general consensus was that providing working/draft documents to the public could be confusing and inefficient. Completed documents will continue to be posted after all requested edits have been made and approved.

Ms. Dretler made a motion to adjourn the meeting. Ms. Howe seconded the motion. Roll Call Vote: Mr. Gentile – Aye, Mr. Hummel – Abstain, Ms. Cerullo Merrill – Aye, Ms. Cronin – Aye, Ms. Dretler – Aye, Ms. Green Vaswani – Aye, Ms. Howe – Aye, and, Mr. Riordan – Aye.

The meeting ended at 9:25 AM



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DRAFT MINUTES

June 22, 2023 AT 8:00 AM

VIRTUAL MEETING

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

Others Present: 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

Mr. Gentile noted that Ms. Sarah Green Vaswani had resigned and thanked her for her contribution.

Ms. Howe made a motion that the Housing Trust provide general support to the Housing Authority to pursue an application in the process to build affordable housing under the 705-grant process and that the support would be up to and including the funds dedicated for the purchase and development of 67-73 Nobscot Road through whichever legal mechanism is deemed appropriate. Mr. Gentile seconded the motion. Roll Call Vote: Mr. Gentile – Aye, Ms. Cerullo Merrill – Aye, Ms. Cronin – Aye, Ms. Dretler – Abstain, Ms. Howe – Aye, Mr. Hummel – Aye, Mr. Riordan – Aye.

Mr. Riordan made a motion to adjourn the meeting. Ms. Cronin seconded the motion. Roll Call Vote: Mr. Gentile – Aye, Ms. Cerullo Merrill – Aye, Ms. Cronin – Aye, Ms. Dretler – Abstain, Ms. Howe – Aye, Mr. Hummel – Aye, Mr. Riordan – Aye.

The meeting ended at 8:31 AM

MUNICIPAL AFFORDABLE HOUSING TRUST

Annual Report to the Community Preservation Committee (CPC)

Municipal Affordable Housing Trusts (MAHT) created under MGL Chapter 44, section 55c are required to report Community Preservation Act (CPA) expenditures to the CPC on an annual basis. This form can be used to list CPA expenditures and should be filed with the municipal official responsible for completing the CPA Projects Report (CP-3). *Since the CP-3 is due to the Department of Revenue by September 15, this form should be submitted to the CPC by September 1 or another agreed upon date.*

TRUST NAME: Sudbury Housing Trust **FISCAL YEAR:** FY22

YOUR NAME: Ryan Poteat **EMAIL:** PoteatR@sudbury.ma.us

PHONE NUMBER: 978-639-3388

PROJECT #1	
Project name	Emergency Rental Assistance Program (SRRP)
Project address	Various
Approval date	FY2022
Project status	In progress
Description	Provide Emergency Rental Assistance payments to eligible tenants (SRRP)

Does this phase of the project include acquiring real property (such as ownership of land or buildings) or acquiring a real property interest (a legal interest in land such as an affordable restriction)? Yes or No.

HOUSING UNITS ANTICIPATED or CREATED	
Number of new units created	0
Number of units supported	56 Households assisted
LAND	
Number of acres acquired for housing	Number of acres.
AFFORDABLE PROJECT RESTRICTIONS FOR THIS PROJECT	
Entity holding restriction	Name of entity holding restriction.
Date recorded	Date restriction was recorded.
Book and page of restriction	Enter book/page here.
Registry of Deeds	Middlesex County
<i>If no restriction, please explain why.</i>	If no restriction, please explain why.

CPA PROJECT FUNDS FROM MAHT = \$189,000 from FY22 \$388,500

Other Municipal Funds = Enter dollar amount. Private Donations = Enter dollar amount.

State Funds = Enter dollar amount. Federal Funds = Enter dollar amount.

Other Funds = Enter dollar amount. Please describe other funding: Enter other funding sources.

TOTAL PROJECT COST = \$189,000 Total, \$162k spent in FY22, \$27k spent in FY23

Created by MHP with support from The Kuehn Charitable Foundation.



PROJECT #2	
Project name	Nobscot Road – Feasibility
Project address	67-73 Nobscot Road
Approval date	June 10, 2021
Project status	In progress
Description	Conduct feasibility for housing development at 67-73 Nobscot Road

Does this phase of the project include acquiring real property (such as ownership of land or buildings) or acquiring a real property interest (a legal interest in land such as an affordable restriction)? No

HOUSING UNITS ANTICIPATED or CREATED	
Number of new units created	Number of units.
Number of units supported	Number of units.
LAND	
Number of acres acquired for housing	6
AFFORDABLE PROJECT RESTRICTIONS FOR THIS PROJECT	
Entity holding restriction	Name of entity holding restriction.
Date recorded	Date restriction was recorded.
Book and page of restriction	Enter book/page here.
Registry of Deeds	Middlesex County
<i>If no restriction, please explain why.</i>	If no restriction, please explain why.

CPA PROJECT FUNDS FROM MAHT = \$50,000, from FY22 \$388,500

Other Municipal Funds = Enter dollar amount. Private Donations = Enter dollar amount.

State Funds = Enter dollar amount. Federal Funds: Enter dollar amount.

Other Funds = Enter dollar amount. Please describe other funding: Enter other funding sources.

TOTAL PROJECT COST = \$50,000, \$33k in FY22, \$11 in FY23, and \$6 planned for FY24



PROJECT #3	
Project name	Housing Preservation
Project address	490 Dutton Road
Approval date	April 2023
Project status	In progress
Description	Complete preservation activities for resale

Does this phase of the project include acquiring real property (such as ownership of land or buildings) or acquiring a real property interest (a legal interest in land such as an affordable restriction)? No

HOUSING UNITS ANTICIPATED or CREATED	
Number of new units created	Number of units.
Number of units supported	Number of units.
LAND	
Number of acres acquired for housing	Number of acres.
AFFORDABLE PROJECT RESTRICTIONS FOR THIS PROJECT	
Entity holding restriction	EOHLC
Date recorded	3/10/2010
Book and page of restriction	Book 54389, page 1
Registry of Deeds	Middlesex County
<i>If no restriction, please explain why.</i>	If no restriction, please explain why.

CPA PROJECT FUNDS FROM MAHT = \$30,000, from FY22 \$388,500

Other Municipal Funds = Enter dollar amount. Private Donations = Enter dollar amount.

State Funds = Enter dollar amount. Federal Funds: Enter dollar amount.

Other Funds = Enter dollar amount. Please describe other funding: Enter other funding sources.

TOTAL PROJECT COST = \$30,000, \$19,000 spent in FY23, \$11k planned for FY24



Sudbury Lottery and Monitoring Contracts

Project Name	Contracting Entity	Project Location	Type	Program	# Units	Per Unit	Gross	Mktg Expenses	Net	Status
Fairland	RHSO Town	Lexington	Lottery - Initial Sale	Town	1	\$15,000	\$15,000	\$2,000	\$13,000	1 - Proposed
Pleasant Street	Private Developer	Ipswich	Lottery - Initial Sale	MH 40B - MWCD	2	\$3,000	\$6,000	\$2,000	\$4,000	2 - Pending
Cold Brook Crossing	Private Developer	Sudbury	Monitoring	DHCD 40R	26	\$300	\$7,800	\$0	\$7,800	3 - Active
MassHousing Monitoring	State Agency	Various	Monitoring	MH 40B	69	\$130	\$8,970	\$0	\$8,970	3 - Active
Millrun	RHSO Town	Concord	Lottery - Initial Sale	LIP LAU, Town	2	\$7,500	\$15,000	\$2,000	\$13,000	3 - Active
Village on the Green	Private Developer	Holliston	Lottery - Initial Sale	MH 40B	4	\$3,000	\$12,000	\$2,000	\$10,000	3 - Active
Village at Bedford Woods	RHSO Town	Bedford	Lottery - Initial Sale	MH 40B	6	\$2,500	\$15,000	\$2,000	\$13,000	3 - Active
Pine Hill Village	Private Developer	Harvard	Lottery - Initial Sale	MH 40B	6	\$3,800	\$22,800	\$2,000	\$20,800	3 - Active
Medford - Wellington Woods	Private Developer	Medford	Lottery - Initial Sale	LIP LAU	20	\$1,750	\$35,000	\$2,500	\$32,500	3 - Active
Corey street	Private Developer	Melrose	Monitoring	Recertification	4	\$500	\$2,000	\$0	\$2,000	4 - Annual
Messenger Woods	Private Developer	Plainville	Monitoring	Recertification	6	\$250	\$1,750	\$0	\$1,750	4 - Annual
Cedar Hill Drive	Other Town	Westwood	Lottery - Resale	Local	1	\$7,668	\$7,668	\$0	\$7,668	5 - On Hold
Landham Crossing	RHSO Town	Sudbury	Monitoring		12	\$1,500	\$12,000	\$0	\$12,000	Complete
Snowberry Lane	RHSO Town	Sudbury	Monitoring		2	\$6,500	\$13,000	\$1,500	\$11,500	Complete
Villages at Old County Rd	RHSO Town	Sudbury	Monitoring		10	\$1,400	\$1,400		\$1,400	Complete
Graystone Lane	Private Developer	Natick	Lottery - Initial Sale	DHCD/LIP	3	\$2,500	\$9,500	\$2,000	\$7,500	Complete
Lexington - Lexington Meadows	RHSO Town	Lexington	Lottery - Initial Sale	LIP LAU	1	\$10,000	\$10,000	\$2,000	\$8,000	Complete
Leland Farms	Other Town	Sherborn	Lottery - Resale	Local	2	\$3,500	\$7,000	\$0	\$7,000	Complete
Post Office Crossing	RHSO Town	Acton	Lottery - Initial Sale	LIP 40B	3	\$5,500	\$16,500	\$2,000	\$14,500	Complete
Pine Hill Crossing	RHSO Town	Bedford	Lottery - Initial Sale	LIP LAU	4	\$3,000	\$12,000	\$2,000	\$10,000	Complete
Black Birch II	RHSO Town	Concord	Lottery - Initial Sale	LIP LAU - AR	2	\$3,000	\$6,000	\$2,000	\$4,000	Complete
Willowdale Estates	Private Developer	Mansfield	Lottery - Initial Sale	LIP LAU	3	\$2,500	\$7,500	\$1,500	\$6,000	Complete
Postmark Square	Private Developer	Reading	Lottery - Initial Sale	40R	10	\$2,500	\$25,000	\$2,000	\$23,000	Complete
Trail Ridge2	Private Developer	Harvard	Lottery - Initial Sale	MH 40B - CHAPA	6	\$4,000	\$27,000	\$2,000	\$25,000	Complete
Evergreen	RHSO Town	Bedford	Lottery - Initial Sale	LIP LAU	3	\$2,500	\$7,500	\$2,000	\$5,500	Complete
Lexington - Jefferson Drive	RHSO Town	Lexington	Lottery - Initial Sale		3	\$3,000	\$9,000	\$2,500	\$6,500	Complete
Manor House	RHSO Town	Lexington	Lottery - Initial Sale	LIP LAU	6	\$2,500	\$15,000	\$2,500	\$12,500	Complete
Corey street	Private Developer	Melrose	Lottery - Initial Sale	LIP LAU - Rental	4	\$3,000	\$14,000	\$2,000	\$12,000	Complete
Fields at Sherborn	Private Developer	Sherborn	Lottery - Initial Sale	MH 40B - MWCD	8	\$2,500	\$20,000	\$2,000	\$18,000	Complete
Carriage Lane	RHSO Town	Sudbury	Lottery - Resale		1	\$1,800	\$1,800	\$300	\$1,500	Complete
5 Repton Circle	Private Developer	Watertown	Lottery - Resale		1	\$3,918	\$3,918	\$500	\$3,418	Complete
Fox Run	RHSO Town	Bedford	Lottery - Initial Sale	LIP LAU	1	\$5,000	\$5,000	\$2,000	\$3,000	Complete
Cottages at Depot Crossing	RHSO Town	Bedford	Lottery - Initial Sale	LIP LAU	1	\$5,000	\$5,000	\$2,000	\$3,000	Complete
Brookside Square	RHSO Town	Concord	Monitoring		8	\$100	\$1,000	\$0	\$1,000	Complete
Wedgewood	Other Town	Holliston	Lottery - Initial Sale	DHCD/LIP	2	\$3,000	\$6,000	\$2,000	\$4,000	Complete
212 Central	RHSO Town	Acton	Lottery - Resale		1	\$3,367	\$3,367	\$0	\$3,367	Complete
442 Mass Ave #1	RHSO Town	Acton	Lottery - Resale		1	\$5,600	\$5,600	\$0	\$5,600	Complete
Black Birch I	RHSO Town	Concord	Lottery - Initial Sale	AR	3	\$6,000	\$18,000	\$2,500	\$15,500	Complete
Millstone Concord	RHSO Town	Concord	Lottery - Initial Sale	LIP LAU	1	\$5,000	\$5,000	\$1,500	\$3,500	Complete
Messenger Woods	Private Developer	Plainville	Lottery - Initial Lease		6	\$2,000	\$12,000	\$2,500	\$9,500	Complete
278 Maynard Road	RHSO Town	Sudbury	Lottery - Initial Sale		3	\$0	\$0	\$2,500	-\$2,500	Complete
Faulkner Mills	RHSO Town	Acton	Lottery - Resale	DHCD LIP	1	\$3,600	\$3,600	\$0	\$3,600	Complete
Montage/Danforth Farm	Private Developer	Framingham	Lottery - Initial Sale	LIP LAU	17	\$2,500	\$42,500	\$7,500	\$35,000	Complete
Bedford Woods	RHSO Town	Bedford	Lottery - Resale		1	\$2,500	\$2,500	\$150	\$2,350	Complete
Brookside Square	RHSO Town	Concord	Lottery - Initial Lease	LIP LAU	8	\$2,250	\$18,000	\$1,500	\$16,500	Complete
Trail Ridge1	Private Developer	Harvard	Lottery - Initial Sale	MH 40B - CHAPA	3	\$4,000	\$12,500	\$2,000	\$10,500	Complete
The Groves	Private Developer	Lincoln	Monitoring	Special Permit	8	\$750	\$6,000	\$0	\$6,000	Complete
Needham Place	Private Developer	Needham	Lottery - Initial Lease		1	\$5,000	\$5,000	\$1,500	\$3,500	Complete
Landham Crossing	RHSO Town	Sudbury	Lottery - Initial Sale	MH 40B	8	\$2,500	\$20,000	\$3,000	\$17,000	Complete
14 Wampus Ave #22	RHSO Town	Acton	Lottery - Resale	DHCD LIP	1	\$2,940	\$2,940	\$0	\$2,940	Complete
Blanchard Place	RHSO Town	Acton	Lottery - Resale	DHCD LIP	1	\$3,600	\$3,600	\$0	\$3,600	Complete
Parker Village	RHSO Town	Acton	Lottery - Resale	DHCD LIP	1	\$1,000	\$1,000	\$0	\$1,000	Complete
Robbins Brook	RHSO Town	Acton	Lottery - Resale	DHCD LIP	1	\$3,000	\$3,000	\$0	\$3,000	Complete
1249 Elm Street	RHSO Town	Concord	Lottery - Resale	DHCD LIP	1	\$2,945	\$2,945	\$0	\$2,945	Complete
329 Walden Street	RHSO Town	Concord	Lottery - Resale	DHCD LIP	1	\$3,638	\$3,638	\$0	\$3,638	Complete
333 Walden Street	RHSO Town	Concord	Lottery - Resale	DHCD LIP	2	\$3,600	\$7,200	\$0	\$7,200	Complete
95 Conant Street #205	RHSO Town	Concord	Lottery - Resale	DHCD LIP	2	\$3,320	\$6,640	\$0	\$6,640	Complete
95 Conant Street #319	RHSO Town	Concord	Lottery - Resale	DHCD LIP	2	\$3,000	\$6,000	\$0	\$6,000	Complete
329 Walden Street	RHSO Town	Concord	Lottery - Resale	DHCD LIP	1	\$3,600	\$3,600	\$0	\$3,600	Complete
1284 Elm Street	RHSO Town	Concord	Lottery - Resale	DHCD LIP	1	\$3,000	\$3,000	\$0	\$3,000	Complete
Elm Court	RHSO Town	Concord	Monitoring	MassHousing NEF 40B	2	\$1,050	\$8,400	\$0	\$8,400	Complete
Emerson Green	Other Town	Devens	Lottery - Initial Sale	DHCD LIP	1	\$5,000	\$5,000	\$2,000	\$3,000	Complete
Battle Road Farm (3)	Other Town	Lincoln	Lottery - Resale		2	\$4,700	\$9,400	\$0	\$9,400	Complete
Battle Road Farm (4)	Other Town	Lincoln	Lottery - Resale		2	\$5,000	\$10,000	\$0	\$10,000	Complete
Battle Road Farm (5)	Other Town	Lincoln	Lottery - Resale		1	\$5,000	\$5,000	\$0	\$5,000	Complete
Battle Road Farm (5)	Other Town	Lincoln	Lottery - Resale	Special Permit	1	\$5,000	\$5,000	\$0	\$5,000	Complete
Carriage Lane	RHSO Town	Sudbury	Lottery - Resale		1	\$1,500	\$1,500	\$0	\$1,500	Complete
89 OxBow	Other Town	Wayland	Monitoring	Other financing	16	\$563	\$9,000	\$0	\$9,000	Complete
Oakley Neighborhood	Private Developer	Belmont	Lottery - Initial Sale	40R	3	\$3,000	\$9,000	\$1,000	\$8,000	Complete
Trail Ridge	Private Developer	Harvard	Lottery - Initial Sale	MH 40B - CHAPA	2	\$4,000	\$8,000	\$2,000	\$6,000	Complete
Holliston Housing Dev Corp	Other Town	Holliston	Lottery - Initial Sale	DHCD/LIP	1	\$5,000	\$5,000	\$1,000	\$4,000	Complete
Holliston Housing Trust	Other Town	Holliston	Lottery - Initial Sale	DHCD/LIP	1	\$4,000	\$4,000	\$1,000	\$3,000	Complete
Battle Road Farm (1)	Other Town	Lincoln	Lottery - Resale		5	\$4,700	\$23,500	\$0	\$23,500	Complete
Battle Road Farm (2)	Other Town	Lincoln	Lottery - Resale		1	\$2,300	\$2,300	\$0	\$2,300	Complete
Walnut Street	Other Town	Newton	Lottery - Resale	DHCD LIP	1	\$3,000	\$3,000	\$0	\$3,000	Complete
Andover Estates	Private Developer	Tewksbury	Lottery - Initial Sale	MH 40B	5	\$3,000	\$15,000	\$2,000	\$13,000	Complete
Wayland Commons	Private Developer	Wayland	Lottery - Initial Sale	FHLB 40B	12	\$2,500	\$30,000	\$2,000	\$28,000	Complete
Highland Meadows	Private Developer	Weston	Lottery - Initial Sale	LIP LAU - AR	6	\$2,750	\$18,000	\$4,000	\$14,000	Complete
6 Upham Way	RHSO Town	Weston	Lottery - Resale	DHCD LIP	1	\$3,000	\$3,000	\$0	\$3,000	Complete

Sudbury Lottery and Monitoring Contracts

<i>Project Name</i>	<i>Contracting Entity</i>	<i>Project Location</i>	<i>Type</i>	<i>Program</i>	<i># Units</i>	<i>Per Unit</i>	<i>Gross</i>	<i>Mktg Expenses</i>	<i>Net</i>	<i>Status</i>
Finigan's Way	RHSO Town	Concord	Lottery - Initial Sale	LIP LAU	6	\$2,500	\$16,000	\$1,000	\$15,000	Complete
Riverwalk	RHSO Town	Concord	Lottery - Initial Sale	Special Permit	1	\$5,000	\$5,000	\$0	\$5,000	Complete
10 Emerson Annex	RHSO Town	Concord	Lottery - Resale	DHCD LIP	1	\$2,500	\$2,500	\$0	\$2,500	Complete
The Groves	Private Developer	Lincoln	Lottery - Initial Lease	LIP 40B - AR	8	\$1,250	\$10,000	\$0	\$10,000	Complete
Fulton Residences	Private Developer	Medford	Lottery - Initial Sale		1	\$4,000	\$4,000	\$1,000	\$3,000	Complete
Gumps	Other Town	Norfolk	Lottery - Initial Sale	DHCD LIP	5	\$2,500	\$12,500	\$1,000	\$11,500	Complete
Villages at Old County Rd	RHSO Town	Sudbury	Lottery - Initial Sale	MH 40B	10	\$4,000	\$39,900	\$3,000	\$36,900	Complete
Sage Hill	Private Developer	Wayland	Lottery - Initial Sale	DHCD LIP/Special Perm	1	\$5,400	\$5,400	\$1,000	\$4,400	Complete
815B Boston Post Rd	RHSO Town	Weston	Lottery - Resale	DHCD LIP	1	\$2,500	\$2,500	\$0	\$2,500	Complete
Lalli Woods	RHSO Town	Concord	Lottery - Initial Sale	DHCD LIP	6	\$2,500	\$16,890	\$1,000	\$15,890	Complete
7 Emerson Annex	RHSO Town	Concord	Lottery - Resale	DHCD LIP	1	\$2,500	\$2,500	\$0	\$2,500	Complete
Assessor Contract	RHSO Town	Concord	Other		0	\$2,625	\$2,625	\$0	\$2,625	Complete
Ellis Heights	Private Developer	Newton	Lottery - Initial Sale	DHCD LIP	1	\$4,500	\$4,500	\$0	\$4,500	Complete
307 Trout Brook (Oxbow)	Other Town	Wayland	Lottery - Resale	DHCD 40B	1	\$2,500	\$2,500	\$0	\$2,500	Complete
WHDC	Other Town	Wellesley	Lottery - Initial Sale	DHCD LIP	3	\$2,500	\$7,500	\$1,000	\$6,500	Complete
8 Emerson Annex	RHSO Town	Concord	Lottery - Resale	DHCD LIP	1	\$3,000	\$3,000	\$0	\$3,000	Complete
Wayland Gardens	Private Developer	Wayland	Lottery - Initial Sale	FHLB 40B	3	\$2,500	\$7,500	\$1,000	\$6,500	Complete
308 Willow Brook	Other Town	Wayland	Lottery - Resale	DHCD LIP	1	\$2,500	\$2,500	\$0	\$2,500	Complete
294 Codman Hill Rd	Other Town	Boxborough	Lottery - Resale	DHCD LIP	1	\$1,800	\$1,800	\$125	\$1,675	Complete
14 Dunbar Way	RHSO Town	Concord	Lottery - Resale	DHCD LIP	1	\$4,000	\$4,000	\$0	\$4,000	Complete
4 Emerson Annex	RHSO Town	Concord	Lottery - Resale	DHCD LIP	1	\$500	\$500	\$0	\$500	Complete
87 Elm Brook	RHSO Town	Concord	Lottery - Resale	Special Permit	1	\$4,000	\$4,000	\$0	\$4,000	Complete
Home Preservation	RHSO Town	Sudbury	Lottery - Initial Sale	MH 40B	6	\$0	\$0	\$1,000	-\$1,000	Complete
Snowberry Lane	RHSO Town	Sudbury	Lottery - Initial Sale	MH 40B	2	\$7,500	\$15,000	\$1,900	\$13,100	Complete
Derby Street	Private Developer	Newton		MassHousing NEF 40B	0	\$0	\$0	\$0	\$0	Terminated
Dover Farms	Private Developer	Dover		FHLB 40B	0	\$0	\$0	\$0	\$0	Terminated
176 Swanson Rd	Other Town	Boxborough		DHCD LIP	0	\$0	\$0	\$0	\$0	Terminated
Holliston Housing Trust	Other Town	Holliston		DHCD/LIP	0	\$0	\$0	\$0	\$0	Terminated
Angell Brook	Private Developer	West Boylston		DHCD LIP	0	\$0	\$0	\$0	\$0	Terminated
Summerfields	Other Town	Boxborough		MassHousing NEF 40B	0	\$0	\$0	\$0	\$0	Terminated
Holliston Housing Trust	Other Town	Holliston	Lottery - Initial Sale	DHCD/LIP	2	\$0	\$0	\$0	\$0	Terminated
Chamberlain St	Private Developer	Hopkinton	Lottery - Initial Sale	LIP LAU	3	\$0	\$0	\$0	\$0	Terminated
Lalli Terrace	RHSO Town	Acton		DHCD 40B	0	\$0	\$0	\$0	\$0	Terminated
Whitin Reservoir Estates	Private Developer	Douglas		On Hold	0	\$0	\$0	\$0	\$0	Terminated
Northside Meadow	Private Developer	Framingham		LIP LAU - AR	0	\$0	\$0	\$0	\$0	Terminated
Brook School	RHSO Town	Weston		LIP LAU	0	\$0	\$0	\$0	\$0	Terminated
			Total contracted		451	\$2,059	\$928,451	\$101,975	\$826,476	
		49	Lottery - Initial Sale		217	\$548,090	\$2,526	Private	\$335,668	183
		38	Lottery - Resale		48	\$166,441	\$3,468	Other Town	\$120,543	50
		10	Monitoring		163	\$69,820	\$428	RHSO Town	\$361,295	149
		4	Lottery - Initial Lease		23	\$39,500	\$1,717	State Agency	\$8,970	69
		1	Other		0	\$2,625				
					451	\$826,476			\$826,476	451



TOWN OF SUDBURY

Flynn Building
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Sudbury, MA 01776
978-639-3387

SUDBURY HOUSING TRUST

<http://www.sudbury.ma.us/services/CHO>

FAIRLAND

185 LINCOLN STREET

LEXINGTON, MA

LOTTERY SERVICES AGREEMENT

SUDBURY HOUSING TRUST

JULY 13, 2023

This Agreement for Professional Services (the "Agreement"), effective July, 2023 is by and between Fairland Commons LLC, a Massachusetts company with its principal place of business at 1 Garfield Circle, Burlington, MA Unit #3, 01803, (hereinafter the "Property Owner") and Sudbury Housing Trust, a municipal entity of the Town of Sudbury established pursuant to MGL c. 44 § 55C, with its principal office at 278 Old Sudbury Road, Sudbury, MA 01776 (hereinafter the "Agent").

WHEREAS, Property Owner finds that the Agent is willing to perform certain work hereinafter described in accordance with the provisions of this Agreement; and

WHEREAS, Property Owner finds that the Agent is qualified to perform the work, all relevant factors considered, and that such performance will be in furtherance of Property Owner's business.

WHEREAS, Property Owner intends to construct 16 condominium units located at 15 Fairland, 17 Fairland and 185 Lincoln Street and sell one (1) of those condominium units as a Moderate Income unit at 183 and 185 Lincoln Street (hereinafter the "Project").

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and intending to be legally bound, the parties hereto agree as follows:

1. SERVICES.

1.1. Lottery Services to Property Owner. The Agent shall provide the following lottery services to the Property Owner for the initial sale of one (1) ownership unit at the Project.

The lottery will create eligible applicant pools that will be available for up to 18 months from lottery to purchase and sale contract.

Lottery Services:

- Create an Affirmative Fair Housing Marketing Plan (AFHMP) that describes the buyer selection process for the selection of an eligible purchaser for the unit, including calculation of sales price, and obtain approval of the Marketing Plan approval from the Town if required.
- Execute marketing plan by conduct outreach programs to create interest and awareness of units for sale, including placing advertisements, distributing flyers and notices. Ensure affirmative fair marketing of units and implement the income restriction and other preference restrictions in compliance with any applicable regulations and guidelines.
- Distribute flyers and notices, post the opportunity and mail to database of interested parties. Work with Municipality to outreach to local residents. Work with Property Owner's sales agent for additional listing including through MLS.
- Hold one information session.
- Monitor application packages received for completeness and communicate with applicants on application status.
- Verify the eligibility of residents including income, assets, and household size, and minority status.
- Administer the lottery.
- Host open house, and together with the Property Owner, show the unit to prospective buyers, .home inspector, radon testing, bank appraiser.

- Provide the Property Owner a certified buyer so that purchase and sale agreement may be executed.
- Provide the affordable housing restriction and supporting documents for the closing.
- Assist buyers through the process until closing.

1.2. Property Owner Responsibilities. The Property Owner supports the Agent throughout the process. The Property Owner shall:

- Provide sales literature including construction specifications, amenities, floor plans, and elevations of designated units in accordance with conditions of permit.
- Provide draft condominium documents and closing information as requested.
- Obtain reservation form and hold deposit in non-interest bearing account
- Open the property as needed.
- List property through MLS, and refer interested applicants.
- Provide P&S documents to buyers, and support the closings as required.

2. PAYMENT AND INVOICING TERMS

2.1. Payment for Lottery Services. In consideration of its efforts, the Agent will be paid \$15,000, which includes advertising and other marketing costs.

The lottery fee is to be paid as follows:

- \$1,000, paid upon execution of this agreement
- \$1,500, paid upon opening the application period
- \$2,500, paid upon holding the lottery
- \$5,000, upon executing Purchase and Sale Agreement
- \$5,000, upon closing of the unit

3. CHANGES.

The Property Owner may issue written directions within the general scope of any Services to be ordered. Such changes (the "Change Order") may be for additional work or the Agent may be directed to change the direction of the work covered, but no change will be allowed unless agreed to by the Agent in writing.

4. LIABILITY.

- 4.1. Liability. The Agent shall not be held liable for any action taken or omitted under this Agreement so long as it shall have acted in good faith and without gross negligence.
- 4.2. Survival. Articles 4 and 5 survive the expiration or termination of this Agreement for any reason.

5. MISCELLANEOUS.

- 5.1. Insurance. Contractor shall name the Sudbury Housing Trust as an additional insured with regard to liability coverage. Certification of said insurance coverage shall be forwarded to the Trust prior to commencement of the work.
- 5.2. Insecurity and Adequate Assurances. If reasonable grounds for insecurity arise with respect to Property Owner's ability to pay for the Services in a timely fashion, the Agent may demand in writing adequate assurances of Property Owner's ability to meet its payment obligations under this Agreement. Unless Property Owner provides the assurances in a reasonable time and manner acceptable to the Agent, in addition to any other rights and remedies available, the Agent may partially or totally suspend its performance while awaiting assurances, without any liability.
- 5.3. Severability. Should any part of this Agreement for any reason be declared invalid, such decision shall not affect the validity of any remaining provisions, which remaining provisions shall remain in full force and effect as if this Agreement had been executed with the invalid portion thereof eliminated, and it is hereby declared the intention of the parties that they would have executed the remaining portion of this Agreement without including any such part, parts, or portions which may, for any reason, be hereafter declared invalid. Any provision shall nevertheless remain in full force and effect in all other circumstances.
- 5.4. Modification and Waiver. Waiver of breach of this Agreement by either part shall not be considered a waiver of any other subsequent breach.
- 5.5. Notices. All notices or other communications hereunder shall be in writing, sent by courier or the fastest possible means, provided that recipient receives a manually signed copy and the transmission method is scheduled to deliver within 48 hours, and shall be deemed given when delivered to the address specified below or such other address as may be specified in a written notice in accordance with this Section.

If to the Agent:

Sudbury Housing Trust, 278 Old Sudbury Road, Sudbury MA 01776

If to Property Owner: Fairland Commons LLC, 1 Garfield Circle, Burlington, MA Unit #3, 01803

Any party may, by notice given in accordance with this Section to the other parties, designate another address or person or entity for receipt of notices hereunder.

- 5.6. Assignment. The Agreement is not assignable or transferable by Property Owner. This Agreement is not assignable or transferable by the Agent without the written consent of Property Owner, which consent shall not be unreasonably withheld or delayed.
- 5.7. Disputes. The Agent and Property Owner recognize that disputes arising under this Agreement are best resolved at the working level by the parties directly involved. Both parties are encouraged to be imaginative in designing mechanism and procedures to resolve disputes at this level. Such efforts shall include the referral of any remaining

issues in dispute to higher authority within each participating party's organization for resolution. Failing resolution of conflicts at the organizational level, the Agent and Property Owner agree that any remaining conflicts arising out of or relating to this Contract shall be submitted to nonbinding mediation unless the Agent and Property Owner mutually agree otherwise. If the dispute is not resolved through non-binding mediation, then the parties may take other appropriate action subject to the other terms of this Agreement.

- 5.8. Section Headings. Title and headings of sections of this Agreement are for convenience of reference only and shall not affect the construction of any provision of this Agreement.
- 5.9. Representations; Counterparts. Each person executing this Agreement on behalf of a party hereto represents and warrants that such person is duly and validly authorized to do so on behalf of such party, with full right and authority to execute this Agreement and to bind such party with respect to all of its obligations hereunder. This Agreement may be executed (by original or telecopied signature) in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute but one and the same instrument.
- 5.10. Residuals. Nothing in this Agreement or elsewhere will prohibit or limit the Agent's ownership and use of ideas, concepts, know-how, methods, models, data, techniques, skill knowledge and experience that were used, developed or gained in connection with this Agreement. The Agent and Property Owner shall each have the right to use all data collected or generated under this Agreement.
- 5.11. Cooperation. Property Owner will cooperate with the Agent in taking actions and executing documents, as appropriate, to achieve the objectives of this Agreement. Property Owner agrees that the Agent's performance is dependent on Property Owner's timely and effective cooperation with the Agent. Accordingly, Property Owner acknowledges that any delay by Property Owner may result in the Agent being released from an obligation or scheduled deadline or in Property Owner having to pay extra fees for the Agent's agreement to meet a specific obligation or deadline despite the delay.
- 5.12. Governing Law and Construction. This Agreement will be governed by and construed in accordance with the laws of Massachusetts, without regard to the principles of conflicts of law. The language of this Agreement shall be deemed to be the result of negotiation among the parties and their respective counsel and shall not be construed strictly for or against any party.
- 5.13. Entire Agreement; Survival. This Agreement, including any Exhibits, states the entire Agreement between the parties and supersedes all previous contracts, proposals, oral or written, and all other communications between the parties respecting the subject matter hereof, and supersedes any and all prior understandings, representations, warranties, agreements or contracts (whether oral or written) between Property Owner and the Agent respecting the subject matter hereof. This Agreement may only be amended by an agreement in writing executed by the parties hereto.
- 5.14. Force Majeure. The Agent shall not be responsible for delays or failures (including any delay by the Agent to make progress in the prosecution of any Services) if such delay arises out of causes beyond its control. Such causes may include, but are not restricted to, acts of God or of the public enemy, fires, floods, epidemics, riots, quarantine restrictions, strikes, freight embargoes, earthquakes, electrical outages, computer or communications failures, and severe weather, and acts or omissions of subcontractors or third parties.

5.15. Use By Third Parties. Work performed by the Agent pursuant to this Agreement is only for the purpose intended and may be misleading if used in another context. Property Owner agrees not to use any documents produced under this Agreement for anything other than the intended purpose without the Agent's written permission. This Agreement shall, therefore, not create any rights or benefits to parties other than to Property Owner and the Agent.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Date: _____

[Property Owner]

By: Mark S. Barr

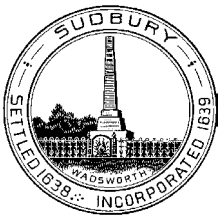
Title: Manager

Date: July 20, 2023

[Agent]

By: _____

Title: Carmine Gentile, Chair Sudbury Housing Trust



Town of Sudbury

Sudbury Housing Trust

Flynn Building
278 Old Sudbury Rd
Sudbury, MA 01776
978-639-3387

<http://www.sudbury.ma.us>
Housing@town.sudbury.ma.us

August 11, 2023
Sudbury Select Board
278 Old Sudbury Road
Sudbury, MA 01776

RE: Sudbury Housing Trust, FY 2024 Budget Review

Dear Members of the Board:

This memo informs the Board of Selectmen of the Fiscal Year 2024 budget of the Sudbury Housing Trust, as voted by the Sudbury Housing Trust at their August 10, 2023 meeting, and is provided for informational purposes to the Select Board.

Fiscal Year 2024 will be the 16th full fiscal year of the Trust, chartered in February 2007.

To date, the Trust has created 14 units of housing at an average subsidy of ~\$182,000 per unit. All the units created with Trust funds are registered on the State Subsidized Housing Inventory, and have perpetual deed restrictions.

Additionally the Trust has provided important gap funding to financially assist in creating 120 additional units of housing at the Coolidge at Sudbury (64, 56) and Sudbury Housing Authority projects (6). This gap funding came from CPA funds appropriated at Town Meeting. The Trust depends on CPA funds for housing unit creation, and received approval at Town Meeting for CPA funds in FY22.

The FY24 budget summary for the Sudbury Housing Trust listed below a continuation of the Trust initiatives, and development of the Nobscot property in partnership with the Sudbury Housing Authority.

	FY24 Projection	
	Budget	Comments
Beginning Balance	\$298,285	
Revenue		
Fees	\$94,100	Lottery and Monitoring
CPA	\$730,000	2023 TM
Interest	\$1,000	
Expenses		
Expenditures	-\$549,255	Nobscot (\$444k), Preservation (\$50k), Lottery Expense (\$12k), Admin/RHSO (\$43k)
Salaries	-\$55,000	
Ending Balance	\$519,130	

Sincerely,

Carmine Gentile
Chair, Sudbury Housing Trust

**Sudbury Housing Trust
Financial Projection - Detail**

Description	Line#	FY23				FY24	Total
		Actual	Remaining	Projected	Planned	Planned	
Housing Unit Creation							
Cumulative #units created	1	14					
Cumulative per unit subsidy of created units	2	\$181,812					
Annual #Trust Created Units	3	0					
Annual \$Trust Created Units	4	0					
Total subsidy of created units	5	\$2,545,366					
#Trust Assisted Units	6	126					
\$Trust Assisted Units	7	\$650,000					
Cumulative per unit subsidy of assisted units	8	\$5,159					
Detailed Statement of Revenues and Expenditures							
Carry Forward	10	\$305,025.35	\$0	\$305,025		\$298,285	
Fees - 712543/430000	20	\$38,847	\$7,000	\$45,847	\$99,200	\$94,100	\$979,348
Resales	21	\$8,465	\$0	\$8,465		\$4,000	\$33,414
External Contracts (sum of below)	22	\$30,382	\$7,000	\$37,382		\$90,100	\$934,114
<i>Bedford Woods/Concord Millrun</i>	23	\$0	\$0	\$0		\$19,000	\$32,400
<i>Harvard - Pine Hill Village</i>	24	\$0	\$5,000	\$5,000		\$12,500	\$29,200
<i>Natick Graystone Lane</i>	25	\$5,000	\$0	\$5,000		\$0	\$6,000
<i>Medford Wellington Woods</i>	26	\$4,000	\$2,000	\$6,000		\$19,000	\$41,000
<i>Holliston - Village Green</i>	27	\$0	\$0	\$0		\$11,000	\$12,000
<i>Rental Recertification: Messenger, Corey St</i>	28	\$3,750	\$0	\$3,750		\$3,750	\$40,250
<i>Monitoring - MassHousing, Cold Brook, Avalon</i>	29	\$17,632	\$0	\$17,632		\$22,850	\$85,484
<i>Misc</i>	29	\$0	\$0	\$0		\$2,000	\$3,000
<i>Completed</i>		\$0	\$0	\$0		\$0	\$678,280
CPA and Other Financing - 712549/497000	30	\$77,518	\$0	\$77,518	\$350,000	\$730,000	\$3,977,313
SHA Nobscot (CPA)	31	\$2,518	\$0	\$2,518			\$22,817
CPA	36	\$0	\$0	\$0		\$730,000	\$3,688,396
State ARPA - Mortgage Assistance	32	\$75,000	\$0	\$75,000		\$0	\$75,000
Interest - 712548/482000, 712548/489000	41	\$516	\$500	\$1,016	\$500	\$1,000	\$66,729
State Earmark - Mortgage Assistance payments	45	-\$20,395.22	-\$494.44	-\$20,889.66		-\$52,517	-\$75,000
Expenditures - 712557/522100/earmark	50	-\$88,932	-\$196,339	-\$285,271	-\$668,634	-\$549,255	-\$4,107,719
Legal/Insurance	52	-\$1,910		-\$1,910		\$0	-\$5,510
RHSO/Contract Assistance	54	-\$40,946	\$0	-\$40,946		-\$43,255	-\$303,886
Programs - sum of below	56	-\$35,406	-\$195,339	-\$230,745		-\$494,000	-\$3,436,586
<i>Remaining CPA</i>	560	\$0	-\$172,612	-\$172,612			-\$172,612
<i>Nobscot Feasibility (CPA)</i>	561	-\$8,468	-\$2,727	-\$11,194		-\$6,000	-\$50,000
<i>Small Grant Program</i>	562	\$0	\$0	\$0		\$0	-\$212,530
<i>Home Preservation Grants/HFH</i>	563	\$0	-\$20,000	-\$20,000		-\$50,000	-\$135,103
<i>Rental Assistance #1 - ERAP (Trust funded)</i>	564		\$0	\$0		\$0	-\$39,850
<i>Rental Assistance #2 - SRRP (CPA funded)</i>	565	-\$26,939	\$0	-\$26,939			-\$188,705
<i>H4H, Dutton Roa</i>	566		\$0	\$0			-\$48,249
<i>Nobscot</i>	567		\$0	\$0		-\$438,000	-\$438,000
Lottery Expense (sum of below)	58	-\$10,670	-\$1,000	-\$11,670		-\$12,000	-\$239,001
<i>Advertising/Insurance</i>	581	-\$10,670	-\$1,000	-\$11,670		-\$12,000	-\$178,072
Trust portion of Salaries - 712551/511100	60	-\$14,293	-\$4,000	-\$18,293		-\$55,000	-\$288,424
Ending Trust Balance	70	\$298,285.05	-\$192,838.97	\$125,841.30		\$519,130.05	
Rental Assistance #3 - ARPA SRRP	80	-\$120,086.13	-\$35,787.96	-\$155,874.09		-\$44,125.91	-\$200,000
Small Grant - ARPA Funded	81	-\$4,717.00	\$0.00	-\$4,717.00		-\$70,283.00	-\$75,000

Applicant 120:

Hot Water Boiler Replacement

Number in Household: 3 – ages 42, 15, 10

Income: \$32,224

Senior Household: No

Disabled: No

Deed Restricted: Yes

Assessed Value of House: \$255,548, Mortgage: \$120,465, Equity of \$135,083

Amount Requested: \$7,500

Estimates Received:

- 1) Thermal Climate Control Heating & Air Conditioning - \$10,436

This homeowner submitted her application a couple of months ago, but it got lost in my email inbox, and I only realized it was never reviewed a couple of weeks ago. At that time, I contacted the owner and requested that she obtain a second estimate, but was not able to do so in time for the SHT meeting. This is an urgent repair, so she would like her application to be considered with this one estimate.



Town of Sudbury

Sudbury Housing Trust

Flynn Building
278 Old Sudbury Rd
Sudbury, MA 01776
978-639-3387

<http://www.sudbury.ma.us>
SudburyHousingTrust@sudbury.ma.us

SMALL GRANT PROGRAM APPLICATION

1. Household Information

Applicant Name _____ Number _____ Email _____

Address _____ City/State/Zip Sudbury MA 01776

Co-Applicant Name _____ Phone Number _____ E-mail _____

Address _____ City/State/Zip _____

Number of people currently living in household, their names and their ages: 3

Any person in the household* (optional):

Disabled: No Yes Deed Restricted Property: No Yes

2. Property Information

Is there a mortgage on the property? No Yes, Balance: _____
Please attached tax bill showing assessed value, and statement showing mortgage/lien balance

Is the property your primary residence? No Yes

Do you own additional real estate? No Yes, Address: _____
Please attached tax bill showing assessed value, and statement showing mortgage/lien balance

3. House Repair Needed

Indicate the amount requested, and which estimate you are requesting: \$ 7,500

Please describe the work needed. Is completion of this work item related to preserving the structural integrity of the dwelling or health/safety/welfare of its occupants? Describe the urgency of need.

Our heater busted and flooded our basement

SMALL GRANT PROGRAM APPLICATION

CERTIFICATION

I/We, the undersigned, have made application to the Sudbury Small Grants Program for monies from the Sudbury Housing Trust to cover the cost of repairs or adaptations to my home as stated, and the Program Administrator or their designated representative may verify the information in this application by personal inspection of appropriate documents, by hearing corroborating testimony or by other available means.

I/We agree to sign a Grant Agreement if the project is approved and funds awarded.

I/We agree to comply with all applicable building codes and to obtain all required permits.

I/We understand that if the project is over the grant amount, I will pay for the amount over the grant award, and that I will be required to fund my portion of the project in advance of the grant funds.

I/We certify that all the information in this application and any additional information provided by me in support of this application is, and will be, entirely accurate to the best of my knowledge; and that no information relevant to that application has been, or will be, deliberately withheld.

I/We understand that any Sudbury Small Grants Program monies committed, or used to pay, for my requested home repairs or adaptations will be subject to recapture at any time during the contracted work, during the first year following the contracted work or at any time after the first year should any information supplied by me prove to be deliberately false or misleading, including all application material, or if I rent or sell my home in the first year after Sudbury Small Grants Program work is completed. Failure to comply with the rules and guidelines of this program may result in homeowner repayment of the grant monies.

Therefore, I agree to notify the Sudbury Housing Trust at least 60 days prior to listing my home for sale.

By signing below, Applicant(s) requests the Program Administrator to review this application for the purpose of receiving funding assistance through the Sudbury Housing Trust. Applicant(s) declares that the information and statements provided herein are true and correct to the best of their knowledge.

THIS APPLICATION IS NOT COMPLETE IF NOT SUBMITTED WITH:

- Completed application
- Copies of most recent Federal tax return, and supporting schedules
- Copies of most recent property tax bills for all properties
- Copies of all current mortgage balances, including home equity lines of credit
- Copies of two estimates for work by professional contractor
- Picture of area to be worked on
- Copy of Picture Identification (Driver's License or similar)



5/16/23
Date

Co-Applicant Date

Thermal Climate Control Heating & Air Conditioning

(978) 897-0800 [\(978\) 618-1973](tel:(978)618-1973)

Stow, Mass. 01775

www.tcchvac.com

● Installation ● Service ● Residential ● Commercial

5/4/2023



As requested for a quote to replace an existing hot water boiler.

Equipment to be installed as follows:

1) Lochinvar KHB055N 95% AFUE

1) Grundfos Pump

Misc piping to tie in new boiler to existing manifolds

The new boiler will be piped as a primary secondary piping design

New pump on the primary loop thru boiler

Removal/Disposal of the old equipment

Installation Labor

Thermostats

Replace the existing Honeywell RedLINK thermostat that was damaged

Electrical Connection

The existing circuit will be reused to feed new equipment

Permits

Permit costs not included in quote if applicable

Flue piping

The existing flue piping will get connected to the new boiler

Warranty

Thermal Climate Control Heating & Air Conditioning

(978) 897-0800 (978) 618-1973

Stow, Mass. 01775

www.tcchvac.com

● Installation ● Service ● Residential ● Commercial

Lochinvar Boiler
Heat exchanger 10 year parts

Thermal Climate Control Inc.
1 Service Warranty, Basic maintenance is still required & is not included in this quote or covered by the service warranty
Warranty on parts/materials supplied by TCC

What's not included
Asbestos removal if applicable
Chimney Liner
Permit fees

Unless otherwise stated in this contract, any work or materials beyond what is specified in this contract will be considered beyond the scope of the original project. If that should occur a price will be given before any costs are incurred. The work will be done during normal working hours between 8a-5p. There also needs to be another means of heating the building during construction, the coils & heat exchangers will not perform to the potential if dirty.

Thermal Climate Control is not responsible for any loss revenue from tax credits or rebate programs due to the following; missing deadlines, failure to send in paperwork, lost paperwork, changes of the program or funding of the program, in good faith I will help you fill out paperwork required to file, but ultimately it is the customer's responsibility to send in all paperwork required.

Total to be paid **\$16,607**

I will furnish labor and materials complete in accordance with the above specifications for the amount above.

Payment to be made \$5,000 down with signed contract, \$5,000 when equipment is delivered, remainder upon start-up/completion.

Final payment is due upon start-up/completion of the system; all balances remaining will carry a maximum interest rate allowed by law.

Thermal Climate Control Heating & Air Conditioning

(978) 897-0800 [\(978\) 618-1973](tel:(978)618-1973)

Stow, Mass. 01775

www.tcchvac.com

● Installation ● Service ● Residential ● Commercial

Please Sign and Return, Thank You.

Signature & Date of Acceptance *Customer signature*

Shawn Whitney

Shawn Whitney

Thermal Climate Control Inc.



TWO ZONE
CHANGING RELAY

9300-2789
9300-2790

Tango SR502-4



ZONE 1
ZONE 2

POWER

ZONE 2
PRIORITY
ON
OFF





Applicant 121:

Furnace Replacement

Number in Household: 2 – ages 49, 19

Income: \$45,894

Senior Household: No

Disabled: No

Deed Restricted: Yes

Assessed Value of House: \$186,579, Mortgage: \$99,152, Equity of \$87,427

Amount Requested: \$7,500

Estimates Received:

- 1) CPS Heating & Cooling - \$10,436
- 2) Nicholson Plumbing, Heating, & Air Conditioning - \$9,446



Town of Sudbury

Sudbury Housing Trust

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<http://www.sudbury.ma.us>
SudburyHousingTrust@sudbury.ma.us

SMALL GRANT PROGRAM APPLICATION

1. Household Information

Applicant Name [redacted] Phone Number [redacted] E-mail [redacted]

Address [redacted] City/State/Zip Sudbury, MA 01776

Co-Applicant Name — Phone Number — E-mail —

Address — City/State/Zip —

Number of people currently living in household, their names and their ages: 2 people

[redacted] 49 yrs old and [redacted] 19 yrs old

Any person in the household* (optional):

Disabled: No Yes Deed Restricted Property: No Yes

2. Property Information

Is there a mortgage on the property? No Yes, Balance: 99,152
Please attached tax bill showing assessed value, and statement showing mortgage/lien balance

Is the property your primary residence? No Yes

Do you own additional real estate? No Yes, Address: —
Please attached tax bill showing assessed value, and statement showing mortgage/lien balance

3. House Repair Needed

Indicate the amount requested, and which estimate you are requesting:

\$ 1,387 basement pipe
\$ 9,049 attic
\$ 10,436 Total.

Please describe the work needed. Is completion of this work item related to preserving the structural integrity of the dwelling or health/safety/welfare of its occupants? Describe the urgency of need.

Heat unit located in attic, and install of new PVC intake pipe from existing basement unit furnace for combustion air. Non existing, currently air is taken from basement. Other units have 2 pipes coming out, and this unit only has one pipe going out to the exterior.



Town of Sudbury

Sudbury Housing Trust

Flynn Building
278 Old Sudbury Rd
Sudbury, MA 01776
978-639-3387

<http://www.sudbury.ma.us>
SudburyHousingTrust@sudbury.ma.us

SMALL GRANT PROGRAM APPLICATION

CERTIFICATION

I/We, the undersigned, have made application to the Sudbury Small Grants Program for monies from the Sudbury Housing Trust to cover the cost of repairs or adaptations to my home as stated, and the Program Administrator or their designated representative may verify the information in this application by personal inspection of appropriate documents, by hearing corroborating testimony or by other available means.

I/We agree to sign a Grant Agreement if the project is approved and funds awarded.

I/We agree to comply with all applicable building codes and to obtain all required permits.

I/We understand that if the project is over the grant amount, I will pay for the amount over the grant award, and that I will be required to fund my portion of the project in advance of the grant funds.

I/We certify that all the information in this application and any additional information provided by me in support of this application is, and will be, entirely accurate to the best of my knowledge; and that no information relevant to that application has been, or will be, deliberately withheld.

I/We understand that any Sudbury Small Grants Program monies committed, or used to pay, for my requested home repairs or adaptations will be subject to recapture at any time during the contracted work, during the first year following the contracted work or at any time after the first year should any information supplied by me prove to be deliberately false or misleading, including all application material, or if I rent or sell my home in the first year after Sudbury Small Grants Program work is completed. Failure to comply with the rules and guidelines of this program may result in homeowner repayment of the grant monies.

Therefore, I agree to notify the Sudbury Housing Trust at least 60 days prior to listing my home for sale.

By signing below, Applicant(s) requests the Program Administrator to review this application for the purpose of receiving funding assistance through the Sudbury Housing Trust. Applicant(s) declares that the information and statements provided herein are true and correct to the best of their knowledge.

THIS APPLICATION IS NOT COMPLETE IF NOT SUBMITTED WITH:

- Completed application
- Copies of most recent Federal tax return, and supporting schedules
- Copies of most recent property tax bills for all properties
- Copies of all current mortgage balances, including home equity lines of credit
- Copies of two estimates for work by professional contractor
- Picture of area to be worked on

[Redacted Signature]

Picture Identification (Driver's License or similar)

2/24/23

Applicant

Date

[Redacted Signature]

Co-Applicant

[Redacted Signature]

Date



Town of Sudbury

Sudbury Housing Trust

Flynn Building
278 Old Sudbury Rd
Sudbury, MA 01776
978-639-3387

<http://www.sudbury.ma.us>
Housing@sudbury.ma.us

IN WITNESS WHEREOF, the undersigned Homeowner(s) has/have affixed his/her signature(s) and seal(s) this day of 6/12/2023.

Signed, sealed and delivered on this 12 day of June, 2023.



Applicant

Co-Applicant

COMMONWEALTH OF MASSACHUSETTS

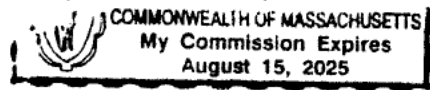
Middlesex COUNTY, ss

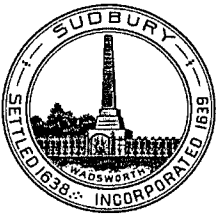
6/12, 2023

On this date the above named personally appeared before me and proved to me through satisfactory evidence of identification, which was [] a current driver's license, [] a current U.S. passport, [] my personal knowledge, to be the person/s whose name is signed on the preceding instrument, and acknowledged the same to be his/her free act and deed.

Robert R. Carter

Notary Public
My Commission Expires:





Town of Sudbury

Sudbury Housing Trust

Flynn Building
278 Old Sudbury Rd
Sudbury, MA 01776
978-639-3387

<http://www.sudbury.ma.us>
Housing@sudbury.ma.us

IN WITNESS WHEREOF, the undersigned Trust Designee has affixed his/her signature and seal this ____ day of _____.

Signed, sealed and delivered on this _____ day of _____, 20__.

Trust Designee

June 13, 2023

To: Sudbury Housing Trust - Small Grant Program,

I am submitting a request for your consideration. The objective is to replace a heating unit in the attic. At this point, both heating units (attic and basement) are about 19 years old. The unit in the attic is "acting up" and making rattling noises during the winter months. While obtaining estimates, it was discovered that the heating unit located in the basement is missing a PVC pipe for air intake, and an estimate was given for this portion, this request is safety-related, at the moment the air that circulates is the air from within the unfinished basement.

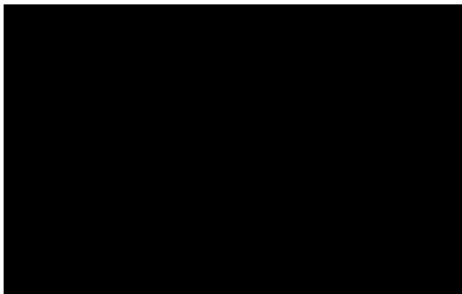
Two estimates were obtained, one from CPS Heating and one from Nicholson.

I would like to go with CPS Heating because they seem to be more professional, and they pointed out the missing pipe in the basement unit.

I would respectfully request that you could grant the amount of \$10,436 or any amount that you consider appropriate.

The attic heat unit is estimated at \$9,049, and the basement pipe installation is estimated at \$1,387.

Please let me know if you have any questions. Thank you so much for your help and assistance.



Estimate
①

Proposal Prepared By:



Heating & Cooling

Peter Greenwood

Mr.

21 Brigham Street

Westborough, Ma 01581

Tel : 508-460-6691

pgreenwood@cpsvac.com

www.cpsvac.com

License: MSL # 4141

Install Address: ATTIC OPTIONS

Prepared For





TRANE HEAT & AC
Your total for this system option is
\$18,844

<p>MODELS</p> <p>Trane 4TTR5024N1000B TRANE-XR16 -Outdoor Air Conditioner -Single-Stage</p>	<p>Trane 4TXCB003DS3HCA -All Aluminum Indoor AC Comfort Evaporator Coil</p>	<p>Trane S8X2B060M3PSAA -S8X2 Gas Furnace Two-Stage ECM blower motor -10 year parts limited to original purchaser -Limited Lifetime Heat Exchanger</p>
		<p>Other Incentives: *** EFFECTIVE 1/1/2023 MASS SAVE NO LONGER OFFERS REBATES OR LOAN PROGRAMS FOR CENTRAL AIR SYSTEMS (\$0.00)</p> <p style="text-align: right;">Net Investment \$18,844</p>



TRANE HEAT ONLY
Your total for this system option is
\$9,049

<p>MODELS</p> <p>Trane S8X2B060M3PSAA -S8X2 Gas Furnace Two-Stage ECM blower motor -10 year parts limited to original purchaser -Limited Lifetime Heat Exchanger</p>	<p>Other Incentives: *** EFFECTIVE 1/1/2023 MASS SAVE NO LONGER OFFERS REBATES OR LOAN PROGRAMS FOR CENTRAL AIR SYSTEMS (\$0.00)</p> <p style="text-align: right;">Net Investment \$9,049</p>
--	--



TRANE AC ONLY
Your total for this system option is
\$12,165

<p>MODELS</p> <p>Trane 4TTR5024N1000B TRANE-XR16 -Outdoor Air Conditioner -Single-Stage</p>	<p>Trane 4TXCB003DS3HCA -All Aluminum Indoor AC Comfort Evaporator Coil</p>	<p>Other Incentives: *** EFFECTIVE 1/1/2023 MASS SAVE NO LONGER OFFERS REBATES OR LOAN PROGRAMS FOR CENTRAL AIR SYSTEMS (\$0.00)</p> <p style="text-align: right;">Net Investment \$12,165</p>
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Attic Heat only

INCLUDED SERVICES:

- All NEW installs come with a 10-Year Parts Warranty from the Manufacturers, & a 10-Year Labor Warranty from CPS, providing you maintain an Annual Preventative Maintenance Membership with CPS
- City or Town of SURDBURY Permit(s)
- Install (1)-Vinyl condenser pad to set the outdoor condenser onto
- Reconnect to the existing refrigerant lines
- Reconnect all electrical connections from your current power source
- Disconnect, Dismantle and Dispose of all old equipment that is being replaced
- Reconnect to the existing flue discharge pipes
- PLEASE READ CAREFULLY: Only items or services specifically written in this proposal are included.
- Install New Arch-Fault Circuit Breaker as required by Massachusetts Electrical code.
- Pressure test the EXISTING refrigerant lines to verify no leaks and that they will hold the pressure of the new system (IF THE EXISTING REFRIGERANT LINES ARE FOUND TO HAVE LEAKS OR WILL NOT HOLD THE PRESSURE FOR THE NEW SYSTEM, NEW REFRIGERANT LINE WILL BE REQUIRED AT ADDITIONAL COST)
- Install (1)-Emergency drip-pan and wet switch under the attic air handler
- Re-Connect to EXISTING thermostat(s)
- Install (1)-7" HETO DUCT TAKE-OFF ONTO BEDROOM SUPPLY DUCT to increase airflow.

3

Terms and Conditions

AVAILABLE UPGRADES & OPTIONS

To order your Upgrade(s) & Option(s), please click on the box

heat
Upgrade
for pipe in
basement



UPGRADE 1
\$1,387.45

Available for: TRANE AC ONLY

Install New PVC intake pipe from existing basement Goodman furnace for combustion air.

3

Terms and Conditions

TERMS & CONDITIONS

ALL SYSTEMS ARE SIZED & DESIGNED IN ACCORDANCE WITH THE CURRENT MASSACHUSETTS BUILDING CODES

1. Purchaser(s) understands and agrees that payment for all work performed here under is due **40% deposit due upon acceptance, and final 60% will be due the day the installation is completed.** Credit Card payments can be made by calling 508-460-6691 and speaking with a Customer Service Rep.
2. Any alteration or deviation from the above specifications and any extra or incidental work shall be set forth in writing and signed by both parties prior to making the change. Any increase or decrease in the contract resulting from such change shall be included in such writing.
3. All material is guaranteed to be as specified. All work will be completed in a workmanlike manner according to standard practices.
4. All agreements contingent upon causes beyond our control, including, but not limited to fire, flood, strikes, accidents, or delays whether affecting this work or other operations in which we are involved, directly or indirectly.
5. Owner to carry fire, Flood, tornado, and other necessary insurance. Our workers are fully covered by workmen compensation insurance.
6. We provide a one-year labor warranty. This warranty does not include normal maintenance check-up and filter replacements. These are the responsibility of the purchaser. All other warranty's expressed or implied are through the equipment manufacturer.
7. There will be no warranties, expressed or implied, for existing equipment, duct work, other materials if not installed by us.
8. Purchaser understands that the cost of removal, repair or disposal of any asbestos containing material found on the property listed above shall be the sole responsibility of the purchaser.
9. Purchaser (s) is responsible for all costs and reasonable attorney fees incurred by dealer. In connection with any action or proceeding (including arbitration and appeals) arising out of this proposal including collection of any outstanding amounts due, whether or not suit is brought.
10. All warranty work will be performed during normal working hours 8am to 4:30pm Monday through Friday.
11. Once Equipment is Ordered & Received at CPS, Cancellation of contract will result in 5% restocking fee.
12. **All applicable rebates & documents will be processed & provided to homeowner upon completion of the install & 100% payment has been received by CPS.**

Estimate ②

Nicholson Plumbing, Heating & Air Conditioning
71 Whitney St, Holliston MA, 01746, United States
(508) 881-1500



BILL TO



ESTIMATE
21381557

ESTIMATE DATE
Feb 23, 2023

JOB ADDRESS



Project: 21324806

ESTIMATE DETAILS

Install of 2 furnaces, Attic & basement units Attaching to existing AC

Basement - ML196E single stage, 96% efficient

Attic - ML180 single stage, 80% efficient: Job description: basement furnace

Install the following

- * Furnace attaching to existing supply & returns
- * new electrical safety on and off switch
- * new filter & return box with merv 8 filter (5" filter box and 5 " filter
- * new venting material leave same location adding second pipe for fresh air intake
- * new return drop with angled or radius return
- * attach to existing AC SYSTEM
- * new gas shut off attaching to existing gas line
- * new thermostats basic
- * includes all permits and inspections

Job description: Attic furnace

- * Furnace attaching to existing supply & returns
- * new electrical safety on and off switch
- * new filter & return box / attach to existing return / no radius or
- * new venting material leave same location adding second pipe for fresh air intake
- * attach to existing AC SYSTEM
- * new gas shut off attaching to existing gas line
- * new thermostats basic
- * includes all permits and inspections

☐

Warranties :

10yr parts
 10yr labor
 20 yr heat exchanger

?

Guarantees :

?

No lemon guarantee - if within the first 5 years the heat exchanger fails, Nicholson will replace the entire piece of equipment and not just the part(s)

Smart pricing guarantee- the value of the system goes far beyond the comfort it delivers. That's why it's important to know what it is and what it is not included before making a decision. That's why we are confident that there is no competitor able to deliver the same high -quality service at a price as affordable as ours. Find a lower price on a comparable system like for like and apples to apples and we will pay you 100.00 over the difference

No money down - cancel anytime no hassle

TASK	DESCRIPTION	QTY	PRICE	TOTAL
Level5_2Ton_Gas	Level5_2Ton_Gas: Level 5 2 Ton Gas Furnace (45k) Lennox, Merit ML180E, 80% AFUE Upflow/Horizontal Gas Furnace, 44,000 Btuh, 1 Stage, Constant Torque, ML180UH045E36A Cat # : 81W21 Model/Part # : ML180UH045E36A	1.00	\$9,446.00	\$9,446.00
Level5_Upgrade	Level5_Upgrade: LEVEL 5 UPGRADE: ML196 or ML180V	1.00	\$1,000.00	\$1,000.00
Level5_2Ton_Gas	Level5_2Ton_Gas: Level 5 2 Ton Gas Furnace (70k) Lennox, Merit ML196E, 96% AFUE, Low Emissions Upflow/Horizontal Gas Furnace, 66,000 Btuh, 1 Stage Constant Torque, ML196UH070XE36B Cat # : 19A33 Model/Part # : ML196UH070XE36B	1.00	\$9,446.00	\$9,446.00
DISC - 002	Coupons: Coupons -11.5%	1.00	\$-2,287.58	\$-2,287.58

SUB-TOTAL	\$17,604.42
TAX	\$0.00
TOTAL	\$17,604.42

Thank you for choosing Nicholson Plumbing, Heating & Air Conditioning
CUSTOMER AUTHORIZATION

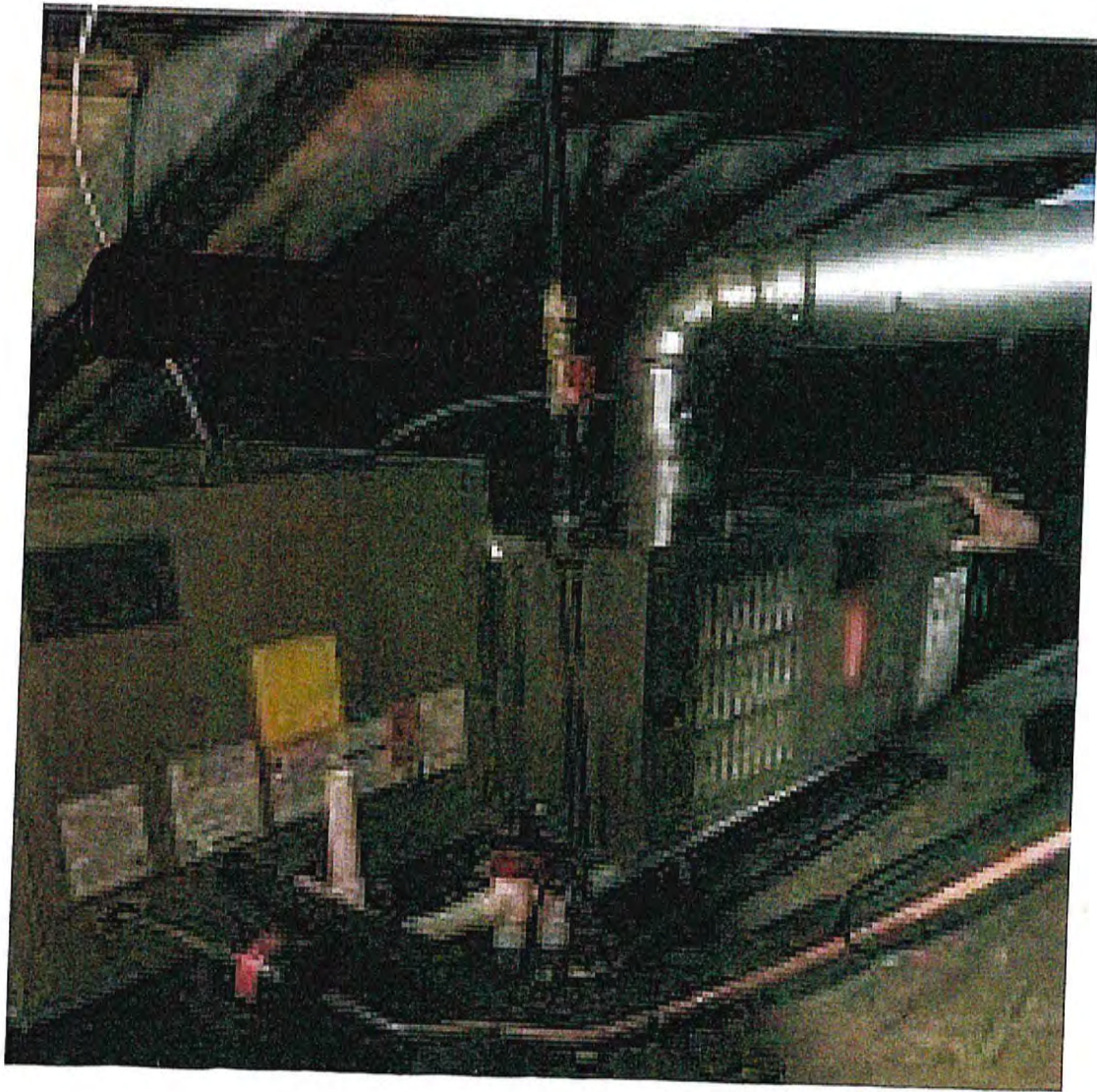
This invoice is agreed and acknowledged. Payment is due upon receipt. A service fee will be charged for any returned checks, and a financing charge of 1% per month shall be applied for overdue amounts.

Basement unit
picture

Missing
pipe



Attic unit





Missed Opportunities: Funding Housing Through the Community Preservation Act

June 2023

Tufts
UNIVERSITY

Jonathan M. Tisch
College of Civic Life



THE CENTER FOR
STATE POLICY
ANALYSIS

GBREB
GREATER BOSTON
REAL ESTATE BOARD

Executive Summary

In its first two decades, the Community Preservation Act (CPA) has helped cities and towns across Massachusetts pursue thousands of innovative projects, making it an engine of local activity in every corner of the Commonwealth.

At its core, CPA is a partnership between municipalities and the state. And this partnership has three basic parts:

- 1) Cities and towns agree to introduce a surcharge on local property taxes;
- 2) The state provides some matching dollars; and
- 3) The money supports a limited range of activities, namely preserving open space, investing in recreation, protecting items of historic significance, and bolstering affordable housing.

Note, however, that there is some friction among these priorities. Efforts to protect open space or expand public parks can impede the development of much-needed housing by reducing the amount of land available for new construction.

And in the current moment, when housing affordability is a leading policy concern, with lawmakers actively looking to reduce zoning restrictions and accelerate new construction, the more preservationist goals of CPA have lost some of their urgency.

“There aren’t enough homes, simply put,” is how Massachusetts Governor Maura Healey has put it. And polling consistently finds housing costs among the top concerns of voters in the state.

CPA was not principally designed as an engine for housing development. Indeed, when it first passed more than two decades ago, it was touted as “a powerful new weapon in the fight to protect our communities from suburban sprawl” and “an important step to stem the tide of unplanned development that is sweeping Massachusetts.”

But it’s a vital and flexible program that — with the right tweaks — could become a critical tool in the effort to expand housing options for families.

To better understand the real-world impact and future potential of CPA, we at the Greater Boston Real Estate Board have partnered with the Center for State Policy Analysis at Tufts University on a thorough assessment of the program, with a particular focus on affordable housing.

Key Takeaways

1

Only one in five CPA projects is dedicated to affordable housing, and less than one in 20 involves the creation of new homes. Historic preservation is the most common type of CPA project.

2

Despite a statutory requirement that cities and towns devote at least 10 percent of their CPA dollars to housing, many have spent less than that amount. This is particularly true of Massachusetts' suburbs.

3

More and more towns are **moving CPA dollars into local housing trusts**. This can be a sound strategy to support long-term planning but the lack of enforcement of current reporting requirements makes it difficult to confirm that towns are spending money wisely and meeting reasonable goals.

4

CPA funds can help spearhead new development and promote housing construction by filling funding gaps. But CPA-backed housing efforts are **not always well integrated into broader town planning**.

5

With clearer expectations around housing spending and new incentives to support affordable housing, the state could make CPA a **valuable part of the solution to our statewide housing crisis**.

In the sections that follow, we examine these issues in greater detail. We also provide background on CPA, summarize our methodology, and suggest ways the state could better align the program with today's most pressing needs.

Background on the Community Preservation Act

The Community Preservation Act is a linchpin of community-oriented policy in Massachusetts.

Since its initial passage in 2000, more than [190 cities and towns](#) have joined the program, including regional hubs like Boston and Worcester, gateway cities like Fall River and Pittsfield, wealthy suburbs like Weston and Hingham, and rural hamlets like Leverett and Goshen.

Collectively, these cities and towns have pursued over 15,000 projects representing a total statewide investment exceeding \$2.7 billion.

There are many reasons CPA has proved such a widespread success. Among them:

- **Local buy-in is high because participation is voluntary** and requires a vote by residents; if they are unhappy with their decision, they can later withdraw- and no community has taken this step.
- While all municipalities that join CPA **agree to raise additional money through the property tax, the size of this increase can vary.** More skeptical towns can introduce smaller property tax surcharges; more eager towns larger ones.
- In exchange for joining CPA and raising new local revenue, **towns get additional CPA dollars from the state.** These funds come from a fixed fee on real estate transactions and other documents filed with the state's Registries of Deeds, occasionally supplemented by appropriations from the general fund.
- **CPA limits, but does not dictate, how cities and towns spend their money.** As noted, the money must be used for historic preservation, affordable housing, recreation, and open space. And there's a further requirement that housing, historic preservation, and open space must each receive at least 10 percent of total CPA revenue. But this still gives towns wide latitude on whether to build housing, set aside conservation land, improve parks, expand sports facilities, preserve buildings, hire consultants, introduce housing vouchers, or a great deal beside.

As a testament to the ongoing relevance of CPA, several municipalities joined the program in 2022, and several others are slated to vote on adoption in 2023.

Affordable Housing in the Community Preservation Act

Affordable housing is one of the pillars of CPA, but there is a clear and longstanding tension between this commitment to housing and the other facets of the program, like historic preservation and the protection of open space.

Every time you build a park or set land aside for conservation, you're reducing the amount of space available for housing — and driving up the price of homes in your community.

And judging from the way most municipalities actually apportion their CPA funds, housing has never been a leading priority within the program.

Housing projects have consistently made up less than 20 percent of all CPA activities, whereas historic preservation accounts for more than 40 percent and open space and recreation together comprise nearly the same share.

Things look a little different if you focus on dollars, as housing projects tend to be more expensive than other CPA efforts. In some years total spending on

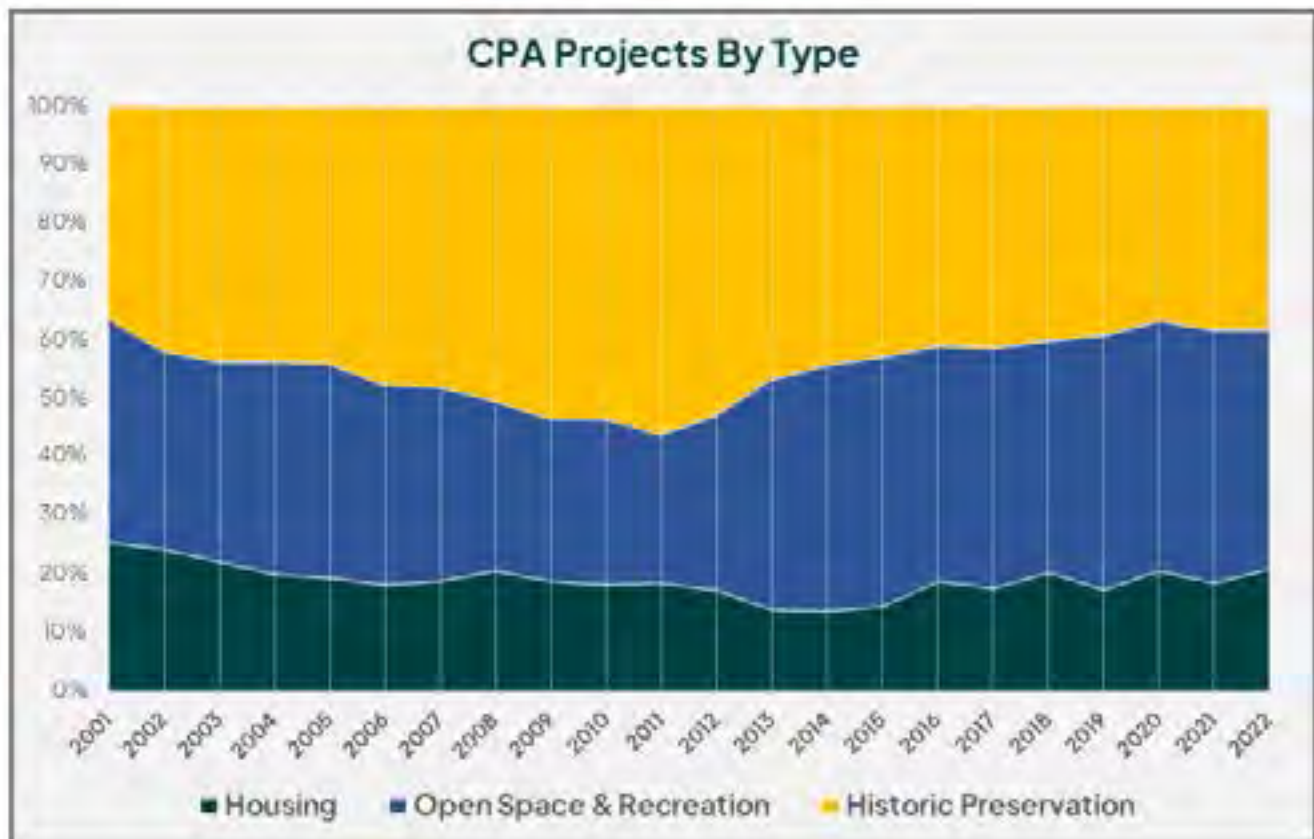
housing projects can exceed 40 percent of all CPA dollars.

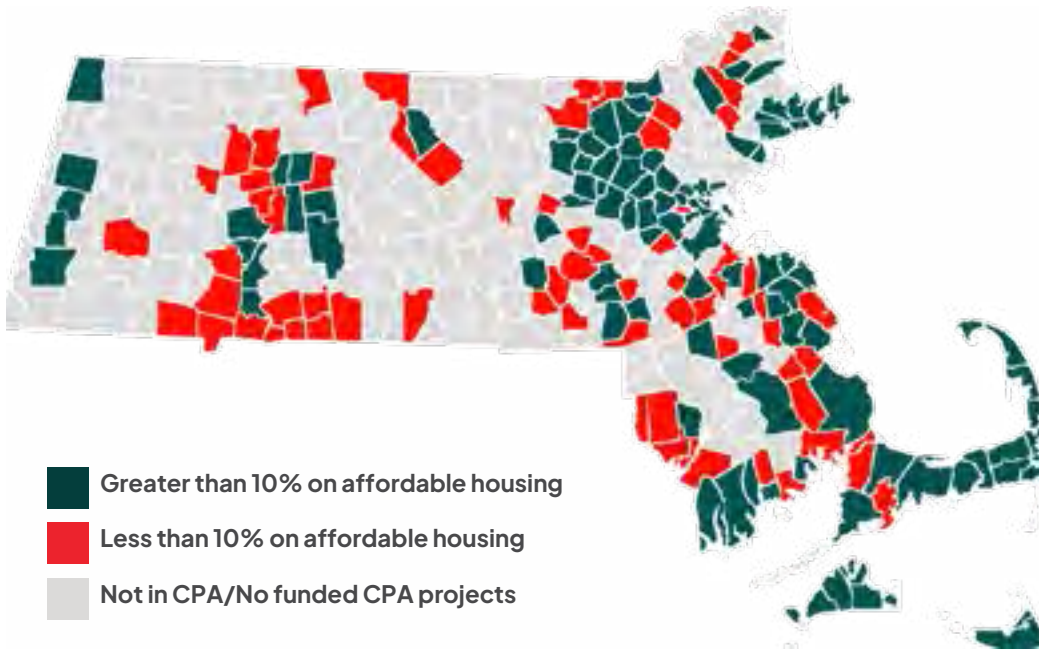
But these spending figures are distorted by the actions of bigger towns and cities. Over 80 percent of all CPA spending in Cambridge, for instance, has gone to housing — by far the highest level in the state; nearby Boston, Chelsea, and Somerville have all spent more than half their CPA dollars on housing.

Meanwhile, the typical municipality devotes only 14 percent of CPA spending to housing; half of towns spend more, while half spend less.

In fact, despite the statutory requirement that cities and towns devote at least 10 percent of their CPA dollars to affordable housing, it appears that 70 municipalities have spent less than that amount from the time they joined the program through the latest fiscal year.

It's possible that these municipalities are technically complying with the 10 percent requirement by putting earmarked CPA dollars in a dedicated reserve account for future housing spending. But there's no clear mechanism to ensure that they ever spend that money. And right now, these towns are





Despite the statutory requirement that cities and towns devote at least 10 percent of their CPA dollars to affordable housing, it appears that 70 municipalities (indicated in red) have spent less than that amount from the time they joined the program through the latest fiscal year.

missing out on the opportunity to invest in affordable housing through CPA.

CPA spending on affordable housing is especially limited in suburban communities. Whereas urban areas devote more than 50 percent of their CPA spending to housing — and rural areas more than 40 percent — suburbs spend less than half that amount, with the bulk of their CPA dollars going to open space and recreation projects.

If you think of CPA as a mechanism to help cities and towns advance their own priorities — and if suburbs are less interested in housing development — then this divide between urban, suburban, and rural areas may not be altogether surprising. But the fact that rural areas are investing in affordable housing

suggests that things could be different in suburbs as well.

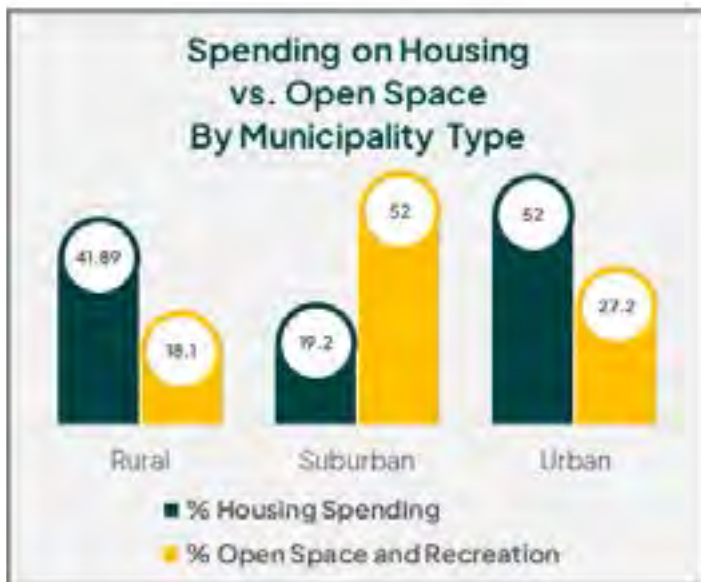
With the right adjustments, CPA could help ensure that all towns in Massachusetts are working in concert to address housing affordability.

New Housing

There are a lot of ways for cities and towns to invest in housing via CPA, most of which don't involve building new affordable units.

A random sample of projects across the Commonwealth shows that municipalities take a wide array of different approaches, including:

- Buying land for future construction.
- Providing direct assistance to low-income renters and homebuyers.
- Purchasing existing properties for use as affordable housing.
- Hiring consultants to develop housing plans.
- Hiring new staff to help run local housing programs.



Since the program's debut, less than 5 percent of CPA projects have involved the construction of new housing. And here again there are some marked differences among urban, rural, and suburban communities, with urban areas devoting vastly more CPA dollars to new housing.



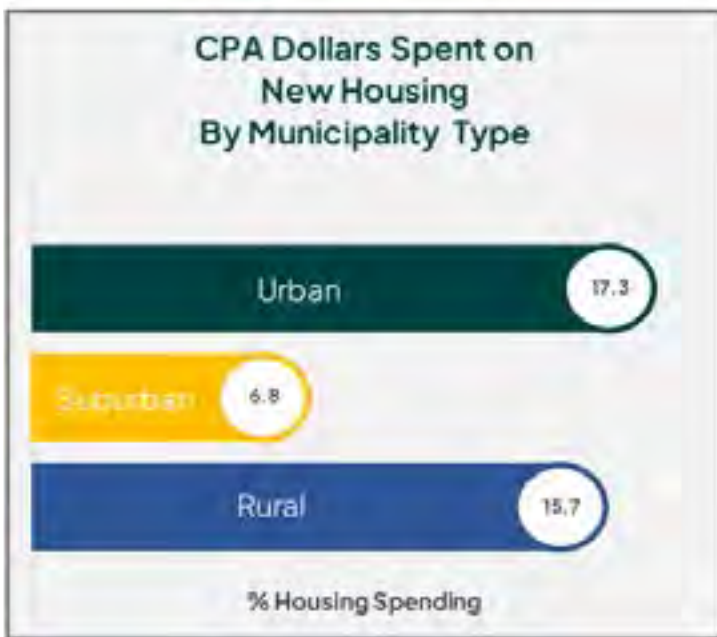
In a potentially auspicious shift, recent years have seen an uptick in new housing investment through CPA. The driving reason is not because towns are pursuing more construction projects; it's because the typical housing project is getting bigger and more expensive.

After the housing crisis of 2007-2009, the average CPA housing project involved just one or two units, whereas today it involves nearly seven.

When thinking about how CPA can best be used to support affordable housing moving forward, it's

important to note a few open questions and issues:

- CPA rarely provides enough money to fund a full construction project. On average, new units supported through CPA get about \$30,000 in direct funding, which is well below the real development cost. Instead, CPA dollars are generally part of a larger funding pool. That can still be important, or even vital, as CPA dollars can provide critical gap funding, or make projects eligible for state and federal support, or generally help defray costs that might otherwise hold back development. But there may also be cases where CPA funds are a “nice to have” input for projects that would happen anyway.
- CPA-driven development isn't always well-integrated into town planning writ large. Some towns with ambitious housing plans, like Wareham, aren't using CPA to help advance their efforts; other municipalities, like Northampton, have made regular use of CPA to support housing but don't seem to have issued a particularly large number of housing permits. One possible explanation for this mismatch is that CPA spending decisions are generally overseen by a dedicated CPA body, whose priorities and focus may sometimes differ from other town planning groups or councils.
- Judging from the records, it seems like towns occasionally double-count the production of housing, claiming the same number of new units



— at the same address — across multiple CPA reports. More broadly, it’s important not to assess overall affordable housing production in Massachusetts by simply adding up units produced via CPA with those in other programs like 40b, as some street addresses appear in multiple lists.

Housing Trusts

Hovering over all these questions about affordable housing and CPA is a kind of black hole, a place where CPA housing dollars slip beyond our ability to track them, namely into municipal housing trusts.

One thing cities and towns can do with their CPA housing money is put it into a trust for future use. And in principal this is a perfectly reasonable approach, affording cities and towns the time to identify opportunities and build a cache of capital sufficient for large-scale development.

However, current reporting requirements for housing trusts aren’t providing the kind of information necessary to ensure that trust dollars are being used efficiently.

Cities and towns need to report any transfer of CPA dollars into a housing trust — including the amount of money being transferred. But they don’t need to

specify exactly how this money will be used in future.

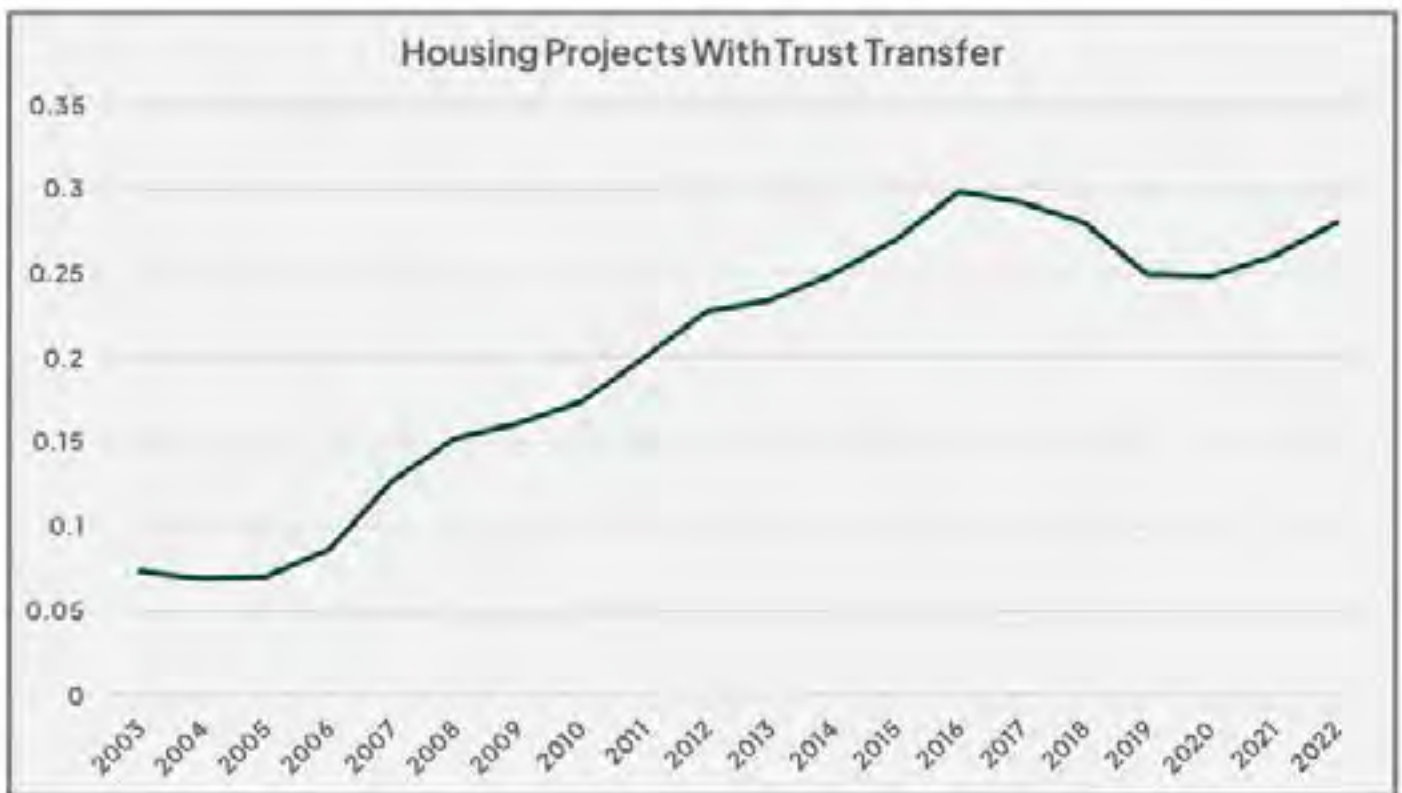
Later when housing trusts do commit these dollars, they are supposed to report that spending to CPA authorities and record it in the CPA reporting system. However, records to date show dozens of cities and towns that have moved CPA money into housing trusts, with no information about how those dollars have been used, if at all.

Now, this doesn’t necessarily mean towns are shirking their responsibility or misusing CPA money. They could easily be spending their housing trust dollars to support affordable housing — without recording it in the CPA reporting system.

But it’s also possible that housing trust money is just sitting in municipal bank accounts. Right now, the state lacks a consistent, enforceable process to track what’s actually happening on the ground.

What we do know is that municipal housing trusts have gotten much more popular over time.

Nearly 100 cities and towns have now put CPA dollars into housing trusts. In recent years, one in every four CPA housing projects has involved a trust transfer.



Policy Options

By funding innovative projects, advancing local priorities, and consistently attracting new cities and towns, CPA has proved its value across its first two decades.

And while the needs of our communities have changed over time, with the right adjustments CPA could remain a driving force for statewide equity and economic prosperity in the decades to come.

Right now, the most urgent challenges facing the state include rising housing costs and inadequate construction.

And for these, CPA is a tool already at hand, one that towns aren't using to its full potential but that could prove invaluable with some honing.

CPA is well designed to provide flexible incentives and align municipal actions with state interests — via the state funding match. Matching dollars are a classic public policy carrot, supporting towns as they confront the urgent challenges of the moment.

To rebalance CPA for our current moment, the state could:

1

Offer additional state funds for cities and towns that commit at least 20 percent of their CPA dollars to affordable housing (or 10 percent to support new housing units). Municipalities meeting these higher thresholds could also be given priority access to state grants and subsidies.

2

Ensure that all municipalities are meeting the minimum requirement to devote at least 10 percent of CPA revenue to affordable housing. Cities and towns falling below this threshold may need to support additional “make-up” housing projects moving forward.

3

Enforce reporting requirements for housing trusts, including annual spending summaries and concrete project details.

4

Create a dedicated housing assistance team at the state Department of Housing and Community Development (DHCD), with the express purpose of helping smaller towns handle technical challenges like scoping, bidding, bonding, and project management.

5

Encourage cities and towns to better integrate CPA spending with long-term plans around zoning and construction. Subsidized technical assistance from DHCD could be valuable here.

Conclusion

The Community Preservation Act has been — and continues to be — a policy success story, proof that state-municipal partnerships can yield valuable results. Not only does CPA offer meaningful state resources to cities and towns, it leverages municipalities' unique ability to assess the local landscape and identify the most impactful projects.

Right now, Massachusetts needs this local expertise to help address a defining challenge: the burden of high housing costs and insufficient construction.

With small tweaks, improved reporting, and a commitment to enforce existing rules, CPA could be a key, locally driven part of our collective solution.

Methodological Notes

The principal data source for our analysis of CPA projects comes from the CPA reporting system overseen by the Massachusetts Department of Revenue.

Canceled project were ignored and spending was allocated to various categories (housing, historical preservation, recreation, and open space) in a way that included bonded money and funds listed as “tbd”. For projects that cross categories, we assumed that the largest share of unspecified dollars was committed to housing.

Information about CPA revenue comes from a separate system, also overseen by the Department of Revenue.

Comparisons between housing production through CPA and the overall housing stock involved additional data from the decennial census and a database of permits overseen by the Metropolitan Area Planning Council (MAPC).

We used a consolidated version of MAPC's classification system for the division of municipalities into urban, suburban, and rural types. Additional sources are noted via inline links.

Missed Opportunities: Funding Housing Through the Community Preservation Act was compiled in June 2023 by the Center for State Policy Analysis with assistance from the Greater Boston Real Estate Board.



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