



# 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 June 6, 2024**

#### **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.

#### Housing Trust Initiatives

- MassHousing Trust Monitoring Contract
- Small Grants Program – Standing Item

#### Housing Production Plan Operations

- Housing Production Plan Draft Review
  - Town Owned Parcel Review

#### Board Operations

- Minutes: Review and approve meeting minutes of May 9th, 2024 if presented
- Financial Update
  - Review of financial transactions if presented

#### Future Meeting Schedule

- June 13, 2024 – Meeting has been Cancelled
- June 20, 2024

#### Other or New Business

Renewal of committee members – Update

#### Administrative Report

#### Public Comment

*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.*



Massachusetts Housing Finance Agency  
One Beacon Street Boston, MA 02108

Tel: 617-854-1000 | Relay 711  
Fax: 617-854-1091 | [www.masshousing.com](http://www.masshousing.com)

May 16, 2024

Elizabeth Rust (by email)  
Agent for Sudbury Housing Trust  
Town of Sudbury  
278 Old Sudbury Road  
Sudbury, MA 01776

Re: Assignment of Monitoring Agent  
The Village at Robin Lane  
MH ID Number: 1157

Dear Ms. Rust:

Pursuant to the Request for Proposals for Affordability Monitoring Services issued by MassHousing on May 13, 2020 and the subsequent selection of Sudbury Housing Trust (“SHT”) as one of the Affordability Monitoring Agents for 40B deed restricted homeownership units for which MassHousing acts as subsidizing agency. MassHousing is assigning SHT as the Affordability Monitoring Agent for the following development:

Project Name	Municipality	Developer	# of Affordable Units
The Village at Robin Lane	Harvard	Juno Construction, LLC	6

Attached to this letter is the Affordability Monitoring Services Agreement (the “Agreement”) for your signature. Please sign and return three (3) originals of the Agreement to MassHousing within one (1) week from receipt of this letter along with an invoice for the initial Affordability Monitoring Services fee of \$ 7,640.70. MassHousing will subsequently provide you with a fully copy executed Agreement along with the initial Affordability Monitoring Services fee of \$ 7,640.70.

As part of the Agreement, your Agency is responsible for reviewing the Affirmative Fair Housing Marketing Plan (“AFHMP”), working with the Lottery Agent and Developer to address any concerns with the AFHMP, and providing a recommendation to MassHousing on the AFHMP. MassHousing is responsible for approving the AFHMP and your Agency’s review is crucial to MassHousing’s assessment and approval of the AFHMP. Attached to this letter is (i) a copy of the

Maura Healey, Governor  
Kim Driscoll, Lt. Governor

Jeanne Pinado, Chair  
Carolina Avellaneda, Vice Chair

Chrystal Kornegay,  
Chief Executive Officer

AFHMP which was submitted to MassHousing as part of the Developer's Final Approval Application, (ii) the AFHMP checklist for use in your review, and (iii) the AFHMP certification form which you must submit to MassHousing after you've reviewed and worked with the Lottery Agent and Developer to address any concerns.

If you have any questions, please feel free to call me at 617-854-1240 or email me at [dst.vistal@masshousing.com](mailto:dst.vistal@masshousing.com). Thank you in advance for your cooperation.

Regards,

*Denise St. Vistal*

Denise St. Vistal  
Planning and Programs

Enclosures

cc: Jenicia Pontes, SHT (by email)  
Walter Eriksen, Developer (by email)  
Christina Anderson, Lottery Agent (by email)  
Melissa Robbins, Developers Attorney (by email)

## **AFFORDABILITY MONITORING SERVICES AGREEMENT**

### ***For Comprehensive Permit Projects in Which Funding is Provided Through Other than a State Entity***

This Affordability Monitoring Services Agreement (this “Agreement”) is made as of \_\_\_\_\_, 2024, by and among the Massachusetts Housing Finance Agency, a body politic and corporate organized and operated under the provisions of Chapter 708 of the Acts of 1966 of the Commonwealth of Massachusetts, as amended, having an address of One Beacon Street, Boston, Massachusetts 02108, acting as Subsidizing Agency as defined under the provisions of 760 CMR 56.02 (the “Subsidizing Agency”); Sudbury Housing Trust (“SHT”), a Massachusetts Municipal Affordable Housing Trust, having an address of 278 Old Sudbury Road , Sudbury, MA 01766, (the “Monitoring Agent”); and Juno Construction, LLC , a Massachusetts limited liability company, having an address at 92 Middlesex Road, Unit 2, Tyngsboro, MA 01879 , and its successors and assigns (“Developer”).

#### RECITALS

WHEREAS, the Developer intends to construct a housing development known as The Village at Robin Lane (the “Project”) consisting of 24 for-sale units at a 11.47 acre site located at Old Mill Road and Ayer Road in the Town of Harvard (the “Municipality”); and

WHEREAS, the Project is being financed with a \$1,720,000.00 construction loan (the “Loan”) by a non-governmental entity for which the Massachusetts Housing Finance Agency acts as Subsidizing Agent pursuant to Massachusetts General Laws Chapter 40B, and the regulations at 760 CMR 56.00 and the Comprehensive Permit Guidelines issued pursuant thereto (the “Comprehensive Permit Rules”), and is subject to a Regulatory Agreement between the Subsidizing Agency and the Developer (the “Regulatory Agreement”); and

WHEREAS, the Developer has received a comprehensive permit (the “Comprehensive Permit”) from the Zoning Board of Appeals of the Municipality in accordance with Chapter 40B, Sections 20-23, of the Massachusetts General Laws (the “Act”), which permit is recorded at the Worcester County Registry of Deeds (“Registry”) in Book 70389, Page 172 as amended by the terms of this Agreement; and

WHEREAS, pursuant to the requirements of the Comprehensive Permit Rules and the Regulatory Agreement, twenty-five percent (25%) of the units in the Project (6 unit) (the “Affordable Units”) shall be sold to Eligible Purchasers (as defined in the Regulatory Agreement) at prices specified therein and shall be subject to resale restrictions as set forth in the Affordable Housing Restriction attached to the Regulatory Agreement (the “Affordability Requirement”); and

WHEREAS, Subsidizing Agency has retained the Monitoring Agent to perform certain administration, monitoring and enforcement services regarding compliance of the Project with

the Comprehensive Permit Rules during the initial sales period and the term of affordability of the Affordable Units.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Monitoring Services. The Monitoring Agent shall monitor the compliance of the Project with the Affordability Requirement, as more fully described herein.

(a) Affordability Requirement.

(i) Affirmative Fair Housing Marketing Plan. The Developer agrees to deliver to the Subsidizing Agency and the Monitoring Agent an Affirmative Fair Housing Marketing Plan (the "AFHMP"). The Monitoring Agent agrees to review the AFHMP and recommend approval/disapproval to the Subsidizing Agency. The Monitoring Agent shall ensure substantive compliance with the approved AFHMP and lottery process, as described in the Regulatory Agreement. All costs of carrying out the AFHMP with respect to outreach, location and selection of the initial Eligible Purchasers for the initial sales of all the Affordable Units shall be included in the initial monitoring service fee paid by the Subsidizing Agency, as described below; thereafter, all such costs with respect to resales of the Affordable Units shall be paid from the Resale Fee, as described below. The Developer agrees to maintain for at least five (5) years following the sale of the last Affordable Unit, a record of all newspaper ads, outreach letters, translations, leaflets, and all Affirmative Fair Marketing efforts (collectively, the "Marketing Documentation") as described in the AFHMP. If at any time prior to or during the initial marketing of the Affordable Units, the Subsidizing Agency determines that the Developer or the Monitoring Agent has not adequately complied with the approved AFHMP, the Developer or Monitoring Agent, as the case may be, shall take such additional corrective measures as shall be specified by the Subsidizing Agency.

(ii) Initial Sales. The Developer agrees to deliver to the Monitoring Agent the income, asset and age certifications, deeds and Affordable Housing Restriction with respect to initial sales of Affordable Units as required under the Regulatory Agreement (the "Initial Sales Data"). The Monitoring Agent agrees to review the Initial Sales Data and determine the substantive compliance of each initial sale of an Affordable Unit with the Affordability Requirement in accordance with the rules of the Subsidizing Agency. Prior to the Developer's delivery of the deed making the initial conveyance of each Affordable Unit, the Subsidizing Agency will issue a Resale Price Certificate (as defined in the Affordable Housing Restriction) for such Affordable Unit to the Monitoring Agent with the calculated Resale Price Multiplier, which shall be applied to the Affordable Housing Restriction for such Affordable Unit. The Monitoring Agent shall deliver such Resale Price Certificate, together with the Affordable Housing Restriction and the Affordable Housing Restriction Mortgage (both as defined in the Regulatory Agreement), and the Certificate of Compliance (as defined in the Affordable Housing Restriction), to the Developer for the closing on the sale of such Affordable Unit, and shall verify that the Developer, as a condition of sale, ensures that the Resale Price Certificate, the Affordable Housing Restriction, the Affordable Housing Restriction Mortgage, and the

Certificate of Compliance are all recorded with the Registry immediately after the initial deed for such Affordable Unit. Upon completion of the initial sales of all the Affordable Units to Eligible Purchasers, the Monitoring Agent shall deliver to the Subsidizing Agency and the Municipality a copy of such data together with the Monitoring Agent's written determination, in form and substance acceptable to the Subsidizing Agency, of whether the Affordability Requirement has been met and, if not, the action(s) the Monitoring Agent is taking to achieve full compliance with the Affordability Requirement (in which case, the Monitoring Agent shall deliver a supplemental written confirmation of compliance when achieved) (such determination, including any applicable supplemental confirmation, the "Affordable Units Initial Sales Completion Report").

(iii) Resales. The Monitoring Agent also agrees to monitor resales of the Affordable Units (including review of income and asset certifications, deeds and Affordable Housing Restrictions) for compliance with the terms of the Affordable Housing Restriction, and issuance of certifications, as appropriate, in connection with approval of such resales. The Monitoring Agent shall also locate and select, or provide assistance to the Municipality in locating and selecting, Eligible Purchasers, including without limitation, ensuring compliance with the approved AFHMP and lottery process. Upon any resale of an Affordable Unit, the Monitoring Agent shall, if a new Resale Price Certificate is required under the terms of the Affordable Housing Restriction, request that the Subsidizing Agency issue a new Resale Price Certificate recalculating the Resale Price Multiplier in accordance with the terms of the Affordable Housing Restriction. In such event, the Monitoring Agent shall deliver the new Resale Price Certificate, together with the Affordable Housing Restriction, the Affordable Housing Restriction Mortgage, and the Certificate of Compliance, to the seller of the Affordable Unit, and verify that the new Resale Price Certificate, the Affordable Housing Restriction, the Affordable Housing Restriction Mortgage, and the Certificate of Compliance are all recorded with the Registry immediately after the recording of the deed to such Affordable Unit. Unless the Agency has issued a replacement Resale Price Certificate, the Resale Price Multiplier set forth in the most recently recorded Resale Price Certificate shall apply to each subsequent resale of the Affordable Unit.

(iv) Refinancings and Capital Improvements. The Monitoring Agent shall also act as the contact for owners of Affordable Units in connection with any refinancing of or capital improvement(s) to an Affordable Unit and shall ensure compliance with the applicable terms of the Affordable Housing Restriction. The Monitoring Agent may, at its discretion, collect a nominal fee directly from the Affordable Unit owner for such services, which fee shall not exceed the authorized fee amount specified in a fee schedule published by the Subsidizing Agency (as the same may be amended from time to time) unless otherwise approved by the Subsidizing Agency in writing.

(b) Annual Compliance Services. The Monitoring Agent agrees to prepare and deliver annually, by or before May 1 of each calendar year during the term of this Agreement, a report (the "Annual Compliance Report") to the Subsidizing Agency and to the Zoning Enforcement Officer of the Municipality on compliance of the Project with the Affordability Requirement. The Annual Compliance Report shall indicate the extent of noncompliance with the relevant reporting and/or substantive requirements, describe efforts being made by the Developer to remedy such noncompliance and, if appropriate, recommend possible enforcement

action by the Monitoring Agent and/or Municipality against the Developer. In addition, any Annual Compliance Report(s) required to be submitted hereunder prior to the completion of the initial sales of all the Affordable Units and the Monitoring Agent's submission of the Affordable Units Initial Sales Completion Report shall also provide information, as of the date of such Annual Compliance Report, on (i) the number of Affordable Units for which an initial sale to an Eligible Purchaser has been made and the Monitoring Agent's written determination, in form and substance acceptable to the Subsidizing Agency, of whether the Affordability Requirement has been met with respect to such Affordable Units and, if not, the action(s) the Monitoring Agent is taking to achieve full compliance with the Affordability Requirement (in which case, the Monitoring Agent shall deliver a supplemental written confirmation of compliance when achieved), and (ii) the number of Affordable Units in the process of being marketed for sale to an Eligible Purchaser.

(c) Associated Monitoring Services. The Monitoring Agent shall provide reasonable associated monitoring services on its own initiative, at no additional charge beyond the monitoring service fees described below, in order to ensure, to the extent practicable, (i) the compliance by the Developer with the Affordability Requirement, and (ii) the compliance by the owners of the Affordable Units with the requirements of the Affordable Housing Restriction, including, without limitation, the owner-occupancy requirement and the applicable resale restrictions set forth in the Affordable Housing Restriction and Regulatory Agreement (the "Resale Restrictions"), and the applicable restrictions relating to any additional encumbrance(s) on and/or an owner's leasing of, an Affordable Unit set forth in the Affordable Housing Restriction. The associated monitoring services hereunder shall also include monitoring Affordable Unit(s) at risk of foreclosure of which the Monitoring Agent has received notice and providing information to the owners of such Affordable Units of available resources for the prevention of foreclosure, as well as follow-up discussions with the Developer and/or owners of the Affordable Units, if appropriate, after an event of noncompliance. The associated monitoring services hereunder shall not include any construction monitoring.

## 2. Monitoring Services Fees.

(a) Initial Monitoring Service Fee. The Monitoring Agent shall receive a fee of **\$7,640.7** from the Subsidizing Agency at the time of execution of this Agreement. Such fee shall constitute payment for the services of the Monitoring Agent with respect to compliance by the Developer with the Affordability Requirement in connection with the review of the AFHMP and initial sales of the Affordable Units.

(b) Resale Fee. In addition, as provided in the Affordable Housing Restriction for each Affordable Unit, the Monitoring Agent shall receive a Resale Fee of up to two and one-half percent (2.5%) of the product of the Base Income Number (at the time of resale) multiplied by the Resale Price Multiplier, to be paid by the seller of the Affordable Unit at each closing as a condition precedent to closing, for the services with respect to monitoring each subsequent sales transaction for compliance with the Resale Restrictions and the other terms of the Affordable Housing Restriction. Such fee shall be payable for all transfers of Affordable Units, including those to an Eligible Purchaser or any other purchaser. If the Monitoring Agent's fee is not paid at the time of closing, the Monitoring Agent shall be entitled to payment from the purchaser of

the Affordable Unit and to bring an action and seek an attachment of the interest of the purchaser in the Affordable Unit. Neither the Subsidizing Agency nor the Municipality shall have any responsibility for payment of any Resale Fee to Monitoring Agent hereunder.

(c) Annual Monitoring Service Fee. In addition to the fees described above, the Subsidizing Agency will pay the Monitoring Agent an annual fee of **\$827.76** (the “Annual Monitoring Fee”), subject to adjustment as set forth herein, for the Annual Compliance Monitoring and Associated Monitoring Services described in Sections 1(b) and 1(c) above. The Annual Monitoring Fee shall be adjusted as follows:

- (i) Upon the Monitoring Agent’s delivery and the Subsidizing Agent’s acceptance of the initial Annual Compliance Report for the Project, the Subsidizing Agency shall pay the Monitoring Agent the proportion of the Annual Monitoring Fee that the number of Affordable Units that have been sold, as reflected in such report, bears to the total number of Affordable Units at the Project;
- (ii) Each year thereafter, on the anniversary date of the initial payment under (i) above and until the delivery and acceptance of the Affordable Units Initial Sales Completion Report for the Project, the Subsidizing Agency shall pay the Monitoring Agent the proportion of the Annual Monitoring Fee that the number of Affordable Units sold to date, as reflected in the Annual Compliance Report for such year, bears to the total number of Affordable Units at the Project (provided, however, that if the Monitoring Agent has not delivered such Annual Compliance Report to the Subsidizing Agency at least ten (10) business days prior to such anniversary date, the fee for such year shall be due and payable upon the Subsidizing Agency’s approval of the Annual Compliance Report for the Project for such year);
- (iii) Commencing upon the Monitoring Agent’s delivery and the Subsidizing Agent’s acceptance of the Affordable Units Initial Sales Completion Report for the Project, confirming the initial sale to an Eligible Purchaser of all Affordable Units at the Project, and every year thereafter while this Agreement remains in effect, the Subsidizing Agency shall pay the Monitoring Agent the full Annual Monitoring Fee;
- (iv) Following the initial payment of the full Annual Monitoring Fee, made upon the Monitoring Agent’s delivery and the Subsidizing Agent’s acceptance of the Affordable Units Initial Sales Completion Report for the Project as referenced under (iii) above, the Subsidizing Agency shall pay the Monitoring Agent the Annual Monitoring Fee upon the Monitoring Agent’s delivery and the Subsidizing Agent’s acceptance of the Annual Compliance Report, which shall be prorated for any partial year;
- (v) Notwithstanding the foregoing, the Annual Monitoring Fee shall be prorated for any partial year.



(d) Fees and Payments for Other Services. In addition to the foregoing, the Monitoring Agency may collect a nominal fee from owners in connection with its services relating to the refinancing of or capital improvement(s) to an Affordable Unit, as set forth in Section 1(a) above, and shall be compensated for its reasonable out-of-pocket expenses relating to any enforcement assistance services, as set forth in Section 3(c) below.

3. Enforcement Services.

(a) (i) In the event of any material or repeated violations of the substantive or reporting requirements of the Regulatory Agreement (with respect to the Affordability Requirement) or a failure by the Developer to take prompt, appropriate actions to cure a default under the Regulatory Agreement (with respect to the Affordability Requirement), or any breach of the Developer's obligations under this Agreement, which failure, default and/or other breach relates to the Affordability Requirement and/or the Monitoring Agent's ability to perform its obligations hereunder, the Monitoring Agent, as agent for the Subsidizing Agency, shall, following consultation with, and the prior written consent of, the Subsidizing Agency, take appropriate enforcement action against the Developer, including, without limitation, legal action to compel the Developer to comply with the Regulatory Agreement and this Agreement with respect to the Affordability Requirement.

(ii) In the event of any material violation of any provision of the Affordable Housing Restriction, the Monitoring Agent, as agent for the Subsidizing Agency, shall, following consultation with and the prior written consent of the Subsidizing Agency, take appropriate enforcement action against the owner(s) of record of the Affordable Unit to which such Affordable Housing Restriction relates and/or the successors in title to such owner(s), including, without limitation, legal action to compel such owner(s) to comply with the requirements of the Affordable Housing Restriction.

(iii) The Monitoring Agent shall notify the Subsidizing Agency as soon as practicable following the discovery of any violation as described in subsections (i) and (ii) above, together with such supporting documentation as the Agency may request in connection with its review of potential enforcement action(s) the Agency may elect pursue.

(b) In connection with any enforcement action(s) authorized by the Subsidizing Agency under subsection (a) above:

- (i) the Subsidizing Agency may, at its election, elect to bring any such enforcement action(s) in the name of the Subsidizing Agency;
- (ii) the Subsidizing Agency shall be responsible, as and when necessary and at its sole cost and expense, for retaining, supervising and compensating legal counsel and, if and as the Subsidizing Agency deems necessary or appropriate, any third-party consultant(s), to represent the interests of the Monitoring Agent and the Subsidizing Agency in connection with such enforcement action(s);

- (iii) the Monitoring Agent shall provide all necessary assistance to the Subsidizing Agency and to any such legal counsel and/or third-party consultants and shall follow the instructions of the Subsidizing Agency and such legal counsel in connection with such enforcement action(s).

(c) With respect to any enforcement action authorized by the Subsidizing Agency hereunder, the Monitoring Agent shall provide all necessary assistance to the Subsidizing Agency or its counsel. The Monitoring Agent shall be compensated for any reasonable out-of-pocket expenses it incurs in its participation in the enforcement action.

4. Term. The term of this Agreement (the “Term”) shall be for five (5) years.

5. Responsibility of the Subsidizing Agency and Monitoring Agent. Neither the Subsidizing Agency nor the Monitoring Agent shall 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.

6. Termination of Agreement.

(a) This Agreement is terminable at will by the Monitoring Agent or the Subsidizing Agency with sixty (60) days’ prior written notice to the other parties hereto. In addition, this Agreement is terminable immediately by the Subsidizing Agency should the Monitoring Agent be dissolved or, in the determination of the Subsidizing Agency, become incapable of fulfilling its obligations during the term of this Agreement. In the event of termination of this Agreement, the Subsidizing Agency shall (unless the Subsidizing Agency, in its sole discretion, elects to provide such monitoring services directly) promptly appoint a successor monitoring agent to serve as Monitoring Agent for the remaining term of this Agreement.

(b) The Monitoring Agent shall be entitled to payment and, if and as applicable, reimbursement of fees for any services performed by the Monitoring Agent hereunder that have been completed to the reasonable satisfaction of the Subsidizing Agency prior to the date of the termination. Notwithstanding the forgoing, if any fees and/or other payment(s) previously paid to the Monitoring Agent in advance relate to a period that extends beyond such termination date, an amount equal to the portion of such fees and/or other payment(s) that is attributable to the period after such termination date (the “Excess Payment”) shall be deducted from any such payment or reimbursement payable to the Monitoring Agent under the preceding sentence, and if the Excess Payment amount exceeds the amount of any such payment or reimbursement payable to the Monitoring Agent, the Monitoring Agent shall promptly pay the Subsidizing Agency the amount of such excess.

(c) The Monitoring Agent shall not delegate all or any portion of its obligations hereunder without the prior written approval of the Subsidizing Agency. If the Monitoring Agent performs any function(s) for the Developer that under the terms hereof would be subject to oversight by the Monitoring Agent, such as running the lottery, the Monitoring Agent must obtain the Subsidizing Agency’s prior written approval to undertake such function(s) for the

Developer and must delegate oversight of such function(s) to an entity approved by the Subsidizing Agency in writing.

7. Indemnity. The Developer, for itself and its successors and assigns, agrees to indemnify and hold harmless the Subsidizing Agency, the Monitoring Agent and the Municipality against any and all damages, costs and liabilities, and associated expenses (including legal fees) asserted against the Subsidizing Agency, the Monitoring Agent or the Municipality relating to the Affordability Requirement, the compliance monitoring under this Agreement, and/or by reason of its or their relationship with the Project under this Agreement, provided, however, that such indemnification shall not apply with respect to any act(s) of bad faith and/or gross negligence by the Subsidizing Agency, the Municipality and/or the Monitoring Agent.

8. Applicable Law. This Agreement, and the application or interpretation hereof, shall be governed by the laws of The Commonwealth of Massachusetts.

9. Binding Agreement. This Agreement shall be binding on the parties hereto, their heirs, executors, personal representatives, successors and assigns, and shall not be amended without the written consent of the parties hereto.

10. Headings. All paragraph headings in this Agreement are for the convenience of reference only and are not intended to qualify the meaning of the paragraph.

11. Third-Party Beneficiaries. The Municipality and, for so long as the Loan remains outstanding, the holder of the mortgage securing the Loan, shall each be entitled to enforce this Agreement and may rely on the benefits of this Agreement as a third-party beneficiary; provided, however, that prior to undertaking any enforcement action hereunder, the Municipality and, as applicable, such holder shall notify the Subsidizing Agency in writing (at the address for the Subsidizing Agency set forth above) of its intent to undertake, and shall consult with and obtain the Subsidizing Agency's prior written consent (not to be unreasonably withheld, conditioned or delayed) to undertake such action, and during the course of such action shall keep the Subsidizing Agency informed as to the status thereof.

12. Notice. Any notice to be given pursuant to this Agreement shall be in writing and delivered to the parties hereto at their respective notice addresses set forth above and, as applicable, to the Municipality by delivery to: Town of Harvard, Zoning Board of Appeals, Christopher Tracey, Chairman, 13 Ayer Road, Harvard, MA 01451 (or to such other contact and/or address as a party or the Municipality may from time to time specify by written notice).

13. Entire Agreement. This Agreement supersedes all prior agreements between the parties with respect to the Project and the Affordability Restriction, whether oral or written, including without limitation, all correspondence between the parties and between counsel for their respective parties. This Agreement constitutes the sole and entire agreement between the parties hereto with respect to the subject transaction, and the rights, duties, and obligations of the parties with respect thereto. In executing this Agreement, the Monitoring Agent acknowledges that the Monitoring Agent is not relying on any statement, representation, warranty, covenant or

agreement of any kind made by the Developer, the Subsidizing Agency or the Municipality or any employee or agent of any of the foregoing, except for the agreements set forth herein.

14. Definitions. Any capitalized term used and not defined herein shall have the same meaning as set forth in the Regulatory Agreement.

*[The remainder of this page intentionally left blank, with signature page(s) to follow.]*

IN WITNESS WHEREOF, the parties hereto have caused this Affordability Monitoring Services Agreement to be duly executed as of the date first written above.

DEVELOPER:  
JUNO CONSTRUCTION, LLC

By: \_\_\_\_\_  
Name: Walter Eriksen  
Title: Manager

*[The remainder of this page intentionally left blank.]*

MONITORING AGENT:  
SUDBURY HOUSING TRUST

By: \_\_\_\_\_  
Name:  
Title:

*[The remainder of this page intentionally left blank.]*

SUBSIDIZING AGENCY:  
MASSACHUSETTS HOUSING FINANCE AGENCY, as  
Subsidizing Agency as aforesaid

By: \_\_\_\_\_  
Jessica L. Malcolm  
Manager of Planning and Programs

ParcelID	Street	StreetNumber	Owner Line 1	Owner Line 2	Owner Line 3 or Comments	Lot Size	CardNumber	LUC	Questions
B08-0008	MAYNARD FARM RD		TOWN OF SUDBURY		DRAINAGE EASEMENTS	4.89		1 930	Water
K06-0500	BOSTON POST RD	641	TOWN OF SUDBURY	BUSHEY PROPERTY		1.75		1 930	Conservation
L08-0009	RAYMOND RD	150	TOWN OF SUDBURY	C/O SUDBURY WATER DISTRICT		7.72		1 938	Water
G09-0101	CONCORD RD		TOWN OF SUDBURY	CEMETERY LAND		2		1 930	Cemetery
F06-0001	FAIRBANK RD	40	TOWN OF SUDBURY	COMMUNITY CENTER	FAIRBANK	8.05		1 931	Recreation
K09-0081	BOSTON POST RD	0	TOWN OF SUDBURY	CONSERVATION		1.6		1 932	Conservation
H07-0055	HUCKLEBERRY LN	0	TOWN OF SUDBURY	CONSERVATION	HUCKLEBERRY	1.84		1 932	Conservation
L10-0500	LANDHAM RD	0	TOWN OF SUDBURY	CONSERVATION		34.88		1 932	Conservation
G08-0017	MORSE RD	0	TOWN OF SUDBURY	CONSERVATION		17.32		1 932	Conservation
M07-0001	OLD FRAMINGHAM RD	0	TOWN OF SUDBURY	CONSERVATION		8.85		1 932	Conservation
F09-0001	WAKE ROBIN RD	0	TOWN OF SUDBURY	CONSERVATION		31.09		1 932	Conservation
H11-0401	WATER ROW	0	TOWN OF SUDBURY	CONSERVATION	LIBBY LAND	23.49		1 932	Conservation
B07-0401	VIRGINIA RIDGE RD	10	TOWN OF SUDBURY	CONSERVATION		0.92		1 932	Conservation
F09-0214	HUNT RD	58	TOWN OF SUDBURY	CONSERVATION		1.18		1 932	Conservation
F09-0216	HUNT RD	61	TOWN OF SUDBURY	CONSERVATION		1.17		1 932	Conservation
F14-0008	LINCOLN LN	85	TOWN OF SUDBURY	CONSERVATION		1.44		1 932	Conservation
K03-0400	DUTTON RD	102	TOWN OF SUDBURY	CONSERVATION	CARDING MILL	43.1		1 932	Conservation
F12-0010	LINCOLN RD	185	TOWN OF SUDBURY	CONSERVATION		28.95		1 932	Conservation
F12-0013	LINCOLN RD	190	TOWN OF SUDBURY	CONSERVATION	LINCOLN MEADOWS	33.5		1 932	Conservation
D10-0300	NORTH RD	211	TOWN OF SUDBURY	CONSERVATION	DAVIS FARM	37.38		1 932	Conservation
D09-0204	MARLBORO RD	296	TOWN OF SUDBURY	CONSERVATION	BARTON FARMS LAND	14.1		1 932	Conservation
H04-0009	DUTTON RD	325	TOWN OF SUDBURY	CONSERVATION	HOP BROOK	80.28		1 932	Conservation
H07-0025	PEAKHAM RD	489	TOWN OF SUDBURY	CONSERVATION	HAYNES MEADOW HOUSE	22.5		1 932	Conservation
L04-0009	BRIMSTONE LN		TOWN OF SUDBURY	CONSERVATION		0.65		1 932	Conservation
B07-0034	SNOWBERRY LN	REAR	TOWN OF SUDBURY	CONSERVATION	CH 40 SEC 8C	3.39		1 932	Conservation
G06-0582	ALLAN AVE		TOWN OF SUDBURY	CONSERVATION		1.08		1 932	Conservation
L04-0361	BIGELOW DR		TOWN OF SUDBURY	CONSERVATION		13.99		1 932	Conservation
F04-0415-A	BIRCHWOOD AVE		TOWN OF SUDBURY	CONSERVATION		0.057		1 932	Conservation
F04-0415	BIRCHWOOD AVE		TOWN OF SUDBURY	CONSERVATION		0.17		1 932	Conservation
L04-0400	BOSTON POST RD		TOWN OF SUDBURY	CONSERVATION		20.32		1 932	Conservation
L04-0605	BRIMSTONE LN		TOWN OF SUDBURY	CONSERVATION		0.26		1 932	Conservation
F06-0452	CAMPERDOWN LN		TOWN OF SUDBURY	CONSERVATION		0.96		1 932	Conservation
F06-0453	CAMPERDOWN LN		TOWN OF SUDBURY	CONSERVATION		2.81		1 932	Conservation
F06-0454	CAMPERDOWN LN		TOWN OF SUDBURY	CONSERVATION		0.46		1 932	Conservation
B09-0366	CEDAR CREEK RD		TOWN OF SUDBURY	CONSERVATION		1.13		1 932	Conservation
B09-0367	CEDAR CREEK RD		TOWN OF SUDBURY	CONSERVATION		1.01		1 932	Conservation
M09-0214	CLIFFORD RD		TOWN OF SUDBURY	CONSERVATION		0.92		1 932	Conservation
D11-0700	CONCORD RD		TOWN OF SUDBURY	CONSERVATION		22.38		1 930	Conservation
D12-0106	CONCORD RD		TOWN OF SUDBURY	CONSERVATION		6.91		1 932	Conservation
E10-0402	CONCORD RD		TOWN OF SUDBURY	CONSERVATION		21.1		1 932	Conservation
E12-0008	CONCORD RD		TOWN OF SUDBURY	CONSERVATION		2.44		1 932	Conservation
E12-0104	CONCORD RD		TOWN OF SUDBURY	CONSERVATION		3.04		1 932	Conservation
E12-0107	CONCORD RD		TOWN OF SUDBURY	CONSERVATION		2.57		1 932	Conservation
A08-0023	CONCORD TOWN LINE		TOWN OF SUDBURY	CONSERVATION		3.46		1 932	Conservation
L06-0004	DUDLEY RD		TOWN OF SUDBURY	CONSERVATION		5.11		1 932	Conservation
H03-0001	DUTTON RD		TOWN OF SUDBURY	CONSERVATION		13		1 932	Conservation



F06-0450	ELDERBERRY CIR		TOWN OF SUDBURY	CONSERVATION		4.2	1	932	Conservation
F06-0451	ELDERBERRY CIR		TOWN OF SUDBURY	CONSERVATION		0.19	1	932	Conservation
G07-0330	HUDSON RD		TOWN OF SUDBURY	CONSERVATION		0.93	1	932	Conservation
F05-0119	LAKE SHORE DR		TOWN OF SUDBURY	CONSERVATION		0.27	1	932	Conservation
F13-0103	LINCOLN LN		TOWN OF SUDBURY	CONSERVATION		1.05	1	932	Conservation
F13-0104	LINCOLN LN		TOWN OF SUDBURY	CONSERVATION		1.05	1	932	Conservation
F13-0105	LINCOLN LN		TOWN OF SUDBURY	CONSERVATION		1.05	1	932	Conservation
F13-0106	LINCOLN LN		TOWN OF SUDBURY	CONSERVATION		1.05	1	932	Conservation
F13-0110	LINCOLN LN		TOWN OF SUDBURY	CONSERVATION		1.1	1	932	Conservation
F13-0111	LINCOLN LN		TOWN OF SUDBURY	CONSERVATION		1.1	1	932	Conservation
F13-0112	LINCOLN LN		TOWN OF SUDBURY	CONSERVATION		1.1	1	932	Conservation
E08-0602	MARLBORO RD		TOWN OF SUDBURY	CONSERVATION	MEACHEN LAND	55.36	1	930	Conservation
D09-0201	MARLBORO RD		TOWN OF SUDBURY	CONSERVATION		1.03	1	932	Conservation
F08-0016	MINEBROOK RD		TOWN OF SUDBURY	CONSERVATION		4.16	1	932	Conservation
G06-0524	MONTAGUE ST		TOWN OF SUDBURY	CONSERVATION		0.11	1	932	Conservation
G04-0007	MOORE RD		TOWN OF SUDBURY	CONSERVATION		1.25	1	932	Conservation
E09-0311	MORSE RD		TOWN OF SUDBURY	CONSERVATION		2.77	1	932	Conservation
D08-0005	MOSSMAN RD		TOWN OF SUDBURY	CONSERVATION		0.72	1	932	Conservation
D08-0006	MOSSMAN RD		TOWN OF SUDBURY	CONSERVATION		5.52	1	932	Conservation
G06-0525	NELSON RD		TOWN OF SUDBURY	CONSERVATION		0.32	1	932	Conservation
G06-0526	NELSON RD		TOWN OF SUDBURY	CONSERVATION		0.92	1	932	Conservation
K11-0401	OLD COUNTY RD		TOWN OF SUDBURY	CONSERVATION		0.26	1	932	Conservation
J10-0200	OLD SUDBURY RD		TOWN OF SUDBURY	CONSERVATION		6.21	1	932	Conservation
H10-0015	OLD SUDBURY RD		TOWN OF SUDBURY	CONSERVATION		0.71	1	932	Conservation
H08-0505	PEAKHAM CIR		TOWN OF SUDBURY	CONSERVATION		4.58	1	932	Conservation
G11-0200	PLYMPTON RD		TOWN OF SUDBURY	CONSERVATION		27	1	930	Conservation
B08-0419	POWDER MILL RD		TOWN OF SUDBURY	CONSERVATION		2.2	1	932	Conservation
B08-0501	POWERS RD		TOWN OF SUDBURY	CONSERVATION		2	1	932	Conservation
B08-0503	POWERS RD		TOWN OF SUDBURY	CONSERVATION		1.33	1	932	Conservation
B08-0011	POWERS RD		TOWN OF SUDBURY	CONSERVATION		0.76	1	932	Conservation
M08-0206	RAYMOND RD		TOWN OF SUDBURY	CONSERVATION		3.11	1	932	Conservation
H10-0300	RICE RD		TOWN OF SUDBURY	CONSERVATION	PIPER LAND	27.81	1	930	Conservation
H10-0301	RICE RD		TOWN OF SUDBURY	CONSERVATION	PIPER TRIANGLE	1.93	1	932	Conservation
F06-0500	RUN BROOK CIR		TOWN OF SUDBURY	CONSERVATION		0.45	1	932	Conservation
M11-0005	STOCK FARM RD		TOWN OF SUDBURY	CONSERVATION		0.9	1	932	Conservation
H05-0028	TANBARK RD		TOWN OF SUDBURY	CONSERVATION		3.87	1	932	Conservation
J10-0102	WALKER FARM RD		TOWN OF SUDBURY	CONSERVATION		5.76	1	932	Conservation
H11-0011	WATER ROW		TOWN OF SUDBURY	CONSERVATION		0.99	1	932	Conservation
H11-0012	WATER ROW		TOWN OF SUDBURY	CONSERVATION		0.92	1	932	Conservation
H11-0013	WATER ROW		TOWN OF SUDBURY	CONSERVATION		0.93	1	932	Conservation
H11-0015	WATER ROW		TOWN OF SUDBURY	CONSERVATION		1.69	1	932	Conservation
G06-0530	WATT ST		TOWN OF SUDBURY	CONSERVATION		1.39	1	932	Conservation
F05-0518	INTERVALE RD		TOWN OF SUDBURY	CONSERVATION		0.68	1	932	Conservation
L10-0600	LANDHAM RD		TOWN OF SUDBURY	CONSERVATION		5.51	1	932	Conservation
L10-0612	LANDHAM RD	REAR	TOWN OF SUDBURY	CONSERVATION COMMISSION		9.63	1	932	Con vs Con Com?
L06-0001	ADAMS RD		TOWN OF SUDBURY	CONSERVATION COMMISSION	WEISBLATT PROPERTY	39.55	1	930	Con vs Con Com?
C11-0002	NORTH RD		TOWN OF SUDBURY	CONSERVATION COMMISSION		9.93	1	930	Con vs Con Com?

M07-0013	OLD FRAMINGHAM RD		TOWN OF SUDBURY	CONSERVATION COMMISSION		3.6	1	932	Con vs Con Com?
M07-0011	OLD FRAMINGHAM RD		TOWN OF SUDBURY	CONSERVATION COMMISSION		4.53	1	932	Con vs Con Com?
J08-0009	UNION AVE		TOWN OF SUDBURY	CONSERVATION COMMISSION		13.18	1	932	Con vs Con Com?
K12-0002	BOSTON POST RD	20	TOWN OF SUDBURY	DEPARTMENT OF PUBLIC WORKS	LANDFILL	28.26	1	931	Landfill
J09-0008	CONCORD RD	74	TOWN OF SUDBURY	DEPARTMENT OF PUBLIC WORKS	WADSWORTH CEMETERY	6.38	1	930	Cemetery
D10-0017	PANTRY RD	134	TOWN OF SUDBURY	DEPARTMENT OF PUBLIC WORKS	OLD NORTH CEMETERY	1.46	1	930	Cemetery
D10-0015	PANTRY RD	137	TOWN OF SUDBURY	DEPARTMENT OF PUBLIC WORKS	NEW NORTH CEMETERY	1.1	1	930	Cemetery
H08-0049	OLD LANCASTER RD	275	TOWN OF SUDBURY	DEPARTMENT OF PUBLIC WORKS	DPW BUILDING	16.13	1	931	DPW
G09-0005	CONCORD RD	329	TOWN OF SUDBURY	DEPARTMENT OF PUBLIC WORKS	MOUNT PLEASANT CEMETERY	3.82	1	930	Cemetery
G09-0016	CONCORD RD	334	TOWN OF SUDBURY	DEPARTMENT OF PUBLIC WORKS	REVOLUTIONARY CEMETERY	1.4	1	930	Cemetery
G09-0006	CONCORD RD	343	TOWN OF SUDBURY	DEPARTMENT OF PUBLIC WORKS	OLD TOWN CEMETERY	1.98	1	930	Cemetery
G09-0007	CONCORD RD	357	TOWN OF SUDBURY	DEPARTMENT OF PUBLIC WORKS	NEW TOWN CEMETERY	4.28	1	930	Cemetery
M08-0207	RAYMOND RD		TOWN OF SUDBURY	DEPARTMENT OF PUBLIC WORKS		0.08	1	930	What is this?
M08-0208	RAYMOND RD		TOWN OF SUDBURY	DEPARTMENT OF PUBLIC WORKS		0.08	1	930	What is this?
M08-0209	RAYMOND RD		TOWN OF SUDBURY	DEPARTMENT OF PUBLIC WORKS		0.08	1	930	What is this?
H11-0305	WATER ROW		TOWN OF SUDBURY	DICKSON LAND	OPEN SPACE & HISTORIC RESOURCE	2.39	1	930	Open Space
H10-0400	RICE RD		TOWN OF SUDBURY	FIELDSTONE FARM OPEN SPACE		20.18	1	930	Open Space
C11-0301	NORTH RD	148	TOWN OF SUDBURY	FROST FARM HOUSE		64.8	1	931	-A_##
H09-0003	HUDSON RD	15	TOWN OF SUDBURY	GRINNELL PARK		1	1	930	Recreation
H09-0048	OLD SUDBURY RD	299	TOWN OF SUDBURY	HISTORICAL COMMISSION	HOSMER HOUSE	4.4	1	931	Historic
K06-0036	HORSE POND RD		TOWN OF SUDBURY	Inhabitants of Town of Sudbury		2.04	1	930	Maybe?
G09-0003	CONCORD RD		TOWN OF SUDBURY	JANET HOWE LAND		24.71	1	930	No access
K08-0033	CONCORD RD	21	TOWN OF SUDBURY	LIBRARY	GOODNOW LIBRARY	0.88	1	931	Goodnow
K04-0017	BOSTON POST RD		TOWN OF SUDBURY	MUNICIPAL PURPOSE		0.25	1	930	Non-conforming
H10-0020	OLD SUDBURY RD		TOWN OF SUDBURY	NOYES SCHOOL LAND		3.3	1	934	Noyes
G09-0015	CONCORD RD		TOWN OF SUDBURY	OLD TOWN POUND		0.05	1	930	Non-conforming
F09-0004	MORSE RD	62	TOWN OF SUDBURY	OPEN SPACE ACTIVE RECREATION	BROADACRE FARM	9.6	1	930	Broadacre
F05-0005	FAIRBANK RD	15	TOWN OF SUDBURY	PARK & REC	HASKELL FIELD	28.77	1	931	Haskell
C10-0500	NORTH RD	195	TOWN OF SUDBURY	PARK & REC	DAVIS FIELD	28.91	1	930	Davis
L08-0012	RAYMOND RD	200	TOWN OF SUDBURY	PARK & REC	FEELEY FIELD	18	1	931	Feeley
H09-0004	CONCORD RD	311	TOWN OF SUDBURY	PARK & REC		0.7	1	930	Recreation
J09-0007	CONCORD RD		TOWN OF SUDBURY	PARK & REC		0.36	1	930	Recreation
G04-0437	MIDDLE RD		TOWN OF SUDBURY	PARK & REC		1.03	1	930	Recreation
F10-0001	CONCORD RD	491	TOWN OF SUDBURY	PARK & REC / DPW	FEATHERLAND / PARK & GROUNDS	30.73	1	931	Recreation
F10-0001	CONCORD RD	503	TOWN OF SUDBURY	PARK & REC / DPW	FEATHERLAND / PARK & GROUNDS		2	931	Recreation
E06-0502	MAYNARD RD	429	TOWN OF SUDBURY	PARK & REC / CONSERVATION	CUTTING FIELD / CUTTING FARM	4.41	1	930	Recreation
G09-0200	HUDSON RD		TOWN OF SUDBURY	PARK AND RECREATION COMMISSION	PARKINSON LAND	12	1	936	Recreation
G08-0008	HUDSON RD	75	TOWN OF SUDBURY	PUBLIC SAFETY	FIRE STATION / POLICE STATION		2	935	Police & Fire
G08-0008	HUDSON RD	77	TOWN OF SUDBURY	PUBLIC SAFETY	FIRE STATION / POLICE STATION	13.56	1	935	Police & Fire
C10-0022	NORTH RD	268	TOWN OF SUDBURY	PUBLIC SAFETY	FIRE STATION #3	0.66	1	935	Police & Fire
L07-5200	RAILWAY		TOWN OF SUDBURY	RAILWAY		8.5	1	930	Rail
K08-5200	RAILWAY		TOWN OF SUDBURY	RAILWAY		1.227	1	930	Rail
F06-0015	COUNTRY VILLAGE LN		TOWN OF SUDBURY	ROADWAY AREA		0.25	1	930	Roadway
G05-0400	DUTTON RD	0	TOWN OF SUDBURY	SELECT BOARD	STEARNS MILL POND DAM		1	930	
C08-0143	LIBERTY LEDGE	1	TOWN OF SUDBURY	SELECT BOARD	SEWATARO	1.08	1	931	Sewataro
C08-0117	LIBERTY LEDGE	2	TOWN OF SUDBURY	SELECT BOARD	SEWATARO	1.8	1	930	Sewataro
C08-0118	LIBERTY LEDGE	3	TOWN OF SUDBURY	SELECT BOARD	SEWATARO	0.92	1	931	Sewataro

C08-0141	LIBERTY LEDGE	4	TOWN OF SUDBURY	SELECT BOARD	SEWATARO	1.01	1	931	Sewataro
C08-0163	LIBERTY LEDGE	6	TOWN OF SUDBURY	SELECT BOARD	SEWATARO	0.92	1	931	Sewataro
F09-0002	MORSE RD	82	TOWN OF SUDBURY	SELECT BOARD	BROADACRE FARM HOUSE	24.51	1	932	Broadacre
C09-0112	HAYNES RD	213	TOWN OF SUDBURY	SELECT BOARD	SEWATARO	0.93	1	931	Sewataro
C08-0151	BITTERSWEET CIR		TOWN OF SUDBURY	SELECT BOARD	SEWATARO	0.92	1	930	Sewataro
C08-0152	BITTERSWEET CIR		TOWN OF SUDBURY	SELECT BOARD	SEWATARO	0.92	1	930	Sewataro
C08-0154	BITTERSWEET CIR		TOWN OF SUDBURY	SELECT BOARD	SEWATARO	1.04	1	930	Sewataro
G09-0300	CONCORD RD		TOWN OF SUDBURY	SELECT BOARD	TOWN CENTER LAND	26.42	1	930	Behind the cemetery
C08-0145	GREYSTONE LN		TOWN OF SUDBURY	SELECT BOARD	SEWATARO	0.92	1	930	Sewataro
C08-0146	GREYSTONE LN		TOWN OF SUDBURY	SELECT BOARD	SEWATARO	0.92	1	930	Sewataro
C08-0147	GREYSTONE LN		TOWN OF SUDBURY	SELECT BOARD	SEWATARO	0.92	1	930	Sewataro
C08-0148	GREYSTONE LN		TOWN OF SUDBURY	SELECT BOARD	SEWATARO	0.92	1	930	Sewataro
C08-0149	GREYSTONE LN		TOWN OF SUDBURY	SELECT BOARD	SEWATARO	0.92	1	930	Sewataro
C08-0150	GREYSTONE LN		TOWN OF SUDBURY	SELECT BOARD	SEWATARO	0.92	1	930	Sewataro
C08-0120	GREYSTONE LN		TOWN OF SUDBURY	SELECT BOARD	SEWATARO	0.92	1	930	Sewataro
C08-0121	GREYSTONE LN		TOWN OF SUDBURY	SELECT BOARD	SEWATARO	0.92	1	930	Sewataro
C08-0138	GREYSTONE LN		TOWN OF SUDBURY	SELECT BOARD	SEWATARO	1.62	1	930	Sewataro
D08-0523	GREYSTONE LN		TOWN OF SUDBURY	SELECT BOARD	SEWATARO	1.45	1	930	Sewataro
G09-0004	HUDSON RD		TOWN OF SUDBURY	SELECT BOARD	TOWN CENTER LAND	1.38	1	930	Non-conforming
C09-0165	LIBERTY LEDGE		TOWN OF SUDBURY	SELECT BOARD	SEWATARO	0.92	1	930	Sewataro
C08-0144	LIBERTY LEDGE		TOWN OF SUDBURY	SELECT BOARD	SEWATARO	0.94	1	930	Sewataro
C08-0164	LIBERTY LEDGE		TOWN OF SUDBURY	SELECT BOARD	SEWATARO	0.92	1	930	Sewataro
C08-0502	LIBERTY LEDGE		TOWN OF SUDBURY	SELECT BOARD	SEWATARO	1.06	1	930	Sewataro
C08-0139	LIBERTY LEDGE		TOWN OF SUDBURY	SELECT BOARD	SEWATARO	0.92	1	930	Sewataro
C08-0140	LIBERTY LEDGE		TOWN OF SUDBURY	SELECT BOARD	SEWATARO	1.12	1	930	Sewataro
C08-0113	LIBERTY LEDGE		TOWN OF SUDBURY	SELECT BOARD	SEWATARO	0.92	1	930	Sewataro
C08-0114	LIBERTY LEDGE		TOWN OF SUDBURY	SELECT BOARD	SEWATARO	0.92	1	930	Sewataro
C08-0115	LIBERTY LEDGE		TOWN OF SUDBURY	SELECT BOARD	SEWATARO	3.85	1	930	Sewataro
C08-0115-A	LIBERTY LEDGE		TOWN OF SUDBURY	SELECT BOARD	SEWATARO	3.85	1	930	Sewataro
C08-0116	LIBERTY LEDGE		TOWN OF SUDBURY	SELECT BOARD	SEWATARO	1.91	1	930	Sewataro
C08-0142	LIBERTY LEDGE		TOWN OF SUDBURY	SELECT BOARD	SEWATARO	0.93	1	930	Sewataro
C08-0119	LIBERTY LEDGE		TOWN OF SUDBURY	SELECT BOARD	SEWATARO	0.92	1	930	Sewataro
F07-0407	MARK LN		TOWN OF SUDBURY	SELECT BOARD		0.01	1	930	Non-conforming
G09-0102	PETERS WAY EXT		TOWN OF SUDBURY	SELECT BOARD	TOWN CENTER LAND	1.18	1	930	Cemetery
G09-0100	PETERS WAY EXT		TOWN OF SUDBURY	SELECT BOARD	TOWN CENTER LAND	11	1	930	Cemetery
H07-0027	PRACTS MILL RD	22	TOWN OF SUDBURY	SUDBURY PUBLIC SCHOOLS	CURTIS MIDDLE SCHOOL	26.5	1	934	Curtis
H09-0062	OLD SUDBURY RD	278	TOWN OF SUDBURY	TOWN / SCHOOL BUILDINGS			2	931	Flynn
H09-0062	OLD SUDBURY RD	280	TOWN OF SUDBURY	TOWN / SCHOOL BUILDINGS		27.16	1	931	School
H09-0062	OLD SUDBURY RD	288	TOWN OF SUDBURY	TOWN / SCHOOL BUILDINGS			4	931	School
H09-0062	CONCORD RD	322	TOWN OF SUDBURY	TOWN / SCHOOL BUILDINGS			3	931	School
G09-0018	CONCORD RD		TOWN OF SUDBURY	TOWN CEMETERY LAND		4.08	1	930	School
F06-0632	AUGUST RD	11	TOWN OF SUDBURY	TREASURER		0.5	1	937	Cemetery
F08-0409	MINEBROOK RD	19	TOWN OF SUDBURY	TREASURER		0.93	1	936	Wetlands
F08-0408	MINEBROOK RD	27	TOWN OF SUDBURY	TREASURER		0.93	1	936	Wetlands
E08-0341	THUNDER RD	41	TOWN OF SUDBURY	TREASURER		1.5	1	936	Wetlands/Maybe?
E08-0345	THUNDER RD	50	TOWN OF SUDBURY	TREASURER		1.48	1	936	Wetlands/Maybe?
M08-0126	WARREN RD	82	TOWN OF SUDBURY	TREASURER		0.92	1	936	Maybe?

C08-0055	NORTH RD	466	TOWN OF SUDBURY	TREASURER		1.05	1	936	Wetlands/Maybe?
C08-0051	NORTH RD	468	TOWN OF SUDBURY	TREASURER		1.05	1	936	Wetlands/Maybe?
K10-0404	BOSTON POST RD		TOWN OF SUDBURY	TREASURER		2.36	1	936	Maybe?
G06-0591	HUDSON RD		TOWN OF SUDBURY	TREASURER	TAX POSSESSION #186	0.1	1	936	Non-conforming
G06-0575	HUDSON RD		TOWN OF SUDBURY	TREASURER	TAX POSSESSION #185	0.45	1	936	Wetlands
D07-0601	LOKER RD		TOWN OF SUDBURY	TREASURER		0.1	1	936	Non-conforming
F08-0411	MAYNARD RD		TOWN OF SUDBURY	TREASURER		0.06	1	936	Wetlands
G08-0014	MAYNARD RD		TOWN OF SUDBURY	TREASURER	TAX POSSESSION #187	6.58	1	936	Wetlands
L11-0014	PELHAM ISLAND RD		TOWN OF SUDBURY	TREASURER		0.26	1	936	No access
B08-0502	POWERS RD		TOWN OF SUDBURY	TREASURER		2.05	1	936	Wetlands
H06-0400	PRATTS MILL RD		TOWN OF SUDBURY	TREASURER		0.25	1	936	Non-conforming
M11-0003	STOCK FARM RD		TOWN OF SUDBURY	TREASURER		0.95	1	936	Maybe?
M11-0007	STOCK FARM RD		TOWN OF SUDBURY	TREASURER		0.99	1	936	Wet/ No access
H03-0625	SURREY LN		TOWN OF SUDBURY	TREASURER	TAX POSSESSION #188	1.45	1	936	Wetlands
J06-0500	TALL PINE DR		TOWN OF SUDBURY	TREASURER		4.31	1	936	Wetlands
J07-0100	TRAILSIDE CIR		TOWN OF SUDBURY	TREASURER		4.71	1	932	Maybe?
F04-0422	ELMWOOD AVE	7	TOWN OF SUDBURY	TREASURERS OFFICE		0.23	1	936	Wetlands
F04-0410	ELMWOOD AVE		TOWN OF SUDBURY	TREASURERS OFFICE		0.23	1	936	Wetlands
F04-0423	ELMWOOD AVE		TOWN OF SUDBURY	TREASURERS OFFICE		0.29	1	936	Wetlands
F05-0515	INTERVALE RD		TOWN OF SUDBURY	TREASURERS OFFICE		0.68	1	936	Wet/ No access
E12-0003	CONCORD RD		TOWN OF SUDBURY	UNKNOWN		1.83	1	930	Wetlands
J08-0001	WASH BROOK RD		TOWN OF SUDBURY	WATER DISTRICT PUMPING STATION LOT		4.03	1	930	Water
M10-0698	LETTERY CR		TOWN OF SUDBURY	WOODSIDE ESTATES OPEN SPACE		2.99	1	930	Open Space
M10-0816	LETTERY CR		TOWN OF SUDBURY	WOODSIDE ESTATES OPEN SPACE		0.22	1	930	Open Space
L07-0028	OLD FRAMINGHAM RD	0	TOWN OF SUDBURY		ROW	1.82	1	930	ROW
C09-0361	CEDAR CREEK RD		TOWN OF SUDBURY			1.6	1	930	Wetlands
L07-0025	OLD FRAMINGHAM RD		TOWN OF SUDBURY		GROUSE HILL EASE REST OPEN SPACE	1.26	1	932	Open Space
M07-0004	OLD FRAMINGHAM RD		TOWN OF SUDBURY		GROUSE HILL EASE REST OPEN SPACE	12.56	1	930	Open Space
M07-0005	OLD FRAMINGHAM RD		TOWN OF SUDBURY		GROUSE HILL EASE REST OPEN SPACE	8.28	1	930	Open Space
M07-0012	OLD FRAMINGHAM RD		TOWN OF SUDBURY		GROUSE HILL EASE REST OPEN SPACE	4.22	1	930	Open Space
M07-0010	OLD FRAMINGHAM RD		TOWN OF SUDBURY		GROUSE HILL EASE REST OPEN SPACE	4.4	1	930	Open Space

**Parcels with ?? On Spreadsheet**

	19 Minebrook		58064	287 tax taking 2011	looks wet, adjacent to conservation land
	27 Minebrook		49650	383 tax taking 2007	looks wet, adjacent to conservation land
	41 Thunder			tax taking 2013	contains wetlands, possibly some development potential , but not if there is a perennial stream present
	50 Thunder			tax taking 2010	contains wetlands, possibly some development potential potential, but not if there is a perennial stream present
	82 Warren		48650	385 tax taking 2007	looks like a stream, possibly development potential but not if it is a perennial stream
	468 North		50061	161 tax taking 1997	adjacent to red cedar swamp, possibly some development potential
	466 North				adjacent to red cedar swamp, possibly some development potential
M11-003	Stock Farm		57477	145 tax taking 1980/2011	Maps on Line does not show any wetlands, may have development potential
			14081	62 tax taking 1980/2011	
M11-007	Stock Farm				Maps on Line shows wetlands, ids parcel as Federal open space
J07-0100	Trailside Circle		49332	350 tax taking 2007	Check Tall Pine subdivision file
C09-0361	Cedar Creek		46131	4 Deed to town 2005	rear of parcel under drainage easement, can review subdivision plan Plan 50 of 1965
K10-0404	Boston Post	2.25 acres	Plan 60 of 1986		No recollection of reviewing this parcel before. Possibly some development potential
M08-207, 208, 209	Raymond Rd		37457	562 Deed to town 2002	Roadway Deeds
K06-0036	Horse Pond		8882	333 Deed to Town 1956	Rear of State Police Crime Lab, possibly some development potential, may be wet

K06-0500	641	Boston Post	1.75		BUSHEY PROPERTY	Municipal Land, access to Nobscot Reservation, had been discussed as wastewater pump station location
C11-0301	148	North	1 acre		FROST FARM HOUSE	1 acre parcel owned by Town, no legal frontage, farmhouse demolished several years ago

**Other parcels reviewed in 2003 by Blue Ribbon Site Selection Committee**

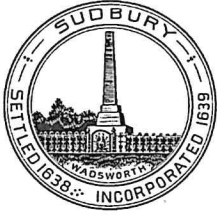
- 275 Old Lancaster Road (the frontage of the new DPW building)
  - Washbrook Road/Pine Ridge Road (end of cul-de-sacs)
  - . Blueberry Hill Lane (end of western cul-de-sac)
  - Front of Curtis Middle School (at intersection of Pratts Mill and Peakharn)
  - Front of Nixon School (on Newbridge Road)
  - Austin Drive (off end of cul-de-sac, in back of Featherland Park)
  - Old Meadow Road (to either side of existing SHA duplex)
- |          |              |  |       |                            |  |
|----------|--------------|--|-------|----------------------------|--|
| K06-0205 | 42 Robbins   |  | 49095 | 296 Deed from Town in 2006 | Town Meeting vote to sell property to private individual |
|          | 357 North Rd |  |       | Drainage parcel            |  |
- Hudson Road fire station (across from 102 Hudson Road)

## Potential Sites for SHA Family Rental Development

The closure of the Melone property gravel pit and a review and update of the recommendations 2003 Blue Ribbon Housing Site Selection Committee report yields 7 undeveloped, Town-owned properties clustered in 4 locations scattered around town that have potential for development of affordable rental housing for families. All but Melone have been previously reviewed and given initial approval by the Town Planner and the Conservation Coordinator.

- **77 Hudson Rd** (adjacent to Fire Sta.)
  - potential for **1-2 bldgs**
  - there are wetlands, but there appeared to be 1.5 buildable acres – with relatively few abutters, this is worth investigating further
  - approved for transfer @ 2004 TM *if* the BoS decided within 2 yrs that it wasn't needed. They continued to dither over the possible need for it for a new police station and the two year window lapsed
- **DPW Area** – put on hold in 2003 – might interfere with yet-to-be-designed new DPW bldg.
  - **Cnr of Old Lancaster and DPW driveway**
    - potential for **1 bldg**.
    - located on top of a small hill overlooking DPW driveway and Old Lancaster Rd, with abutters on one side and across the street
  - **End of Washbrook Rd**
    - potential for up to **2 bldgs**
    - would entail extending a cul-de-sac on which the end houses have taken responsibility for landscaping
  - **End of Pine Ridge Rd**
    - potential for up to **2 bldgs**
    - ditto re cul-de-sac neighbors
- **Curtis Middle School**
  - **Cnr of Peakham & Pratt's Mill**
    - Potential for **1 bldg**
    - Is a natural as a house lot, though in 2003 the School Committee wanted to save it for possible administrative offices – with the future of the Fairbank Bldg up for grabs, this may still be their position
  - **End of Blueberry Hill Lane**
    - Potential for up to **4 bldgs**
    - Large wooded area with deed restriction that gives school district access for educational purposes
    - Affordable housing at Blueberry Hill Ln cul-de-sac would encroach somewhat, but still leave the vast majority of the 26-acre site undeveloped
- **Melone Property, North Rd**
  - 140 acres; 20 acre gravel pit
  - under consideration by the Town for multiple uses, including housing & recreation

In addition to above Town-owned properties, the SHA is conducting a review of current tax title properties which may yield additional potential sites, to be addressed separately as they have not been vetted by the Town Planner or Conservation Coordinator.



# Town of Sudbury

Planning & Community Development Department

Adam R. Burney, MPA, Director

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

[www.sudbury.ma.us/pcd](http://www.sudbury.ma.us/pcd)  
[BurneyA@sudbury.ma.us](mailto:BurneyA@sudbury.ma.us)

## MEMORANDUM

To: Carmine Gentile, Chair  
Sudbury Housing Trust

From: Adam R. Burney, Director   
Department of Planning & Community Development

Date: 23 May 2024

RE: Parcel Selection Process for the Housing Production Plan

At its meeting of 18 April 2024, the Sudbury Housing Trust (SHT) discussed the draft Housing Production Plan (HPP) and questioned the process used to select the parcels included in Strategy 7 of Chapter 2. At this meeting it was suggested that a comprehensive review of Town owned parcels should be performed and that it would be beneficial for additional time to be allocated for the SHT to review and comment on the draft HPP.

I discussed the SHT's request with staff and JM Goldson (the Consultant) to ensure that the parties involved had the capacity to extend the project schedule and confirm what might be a reasonable approach. I presented the options that resulted from these conversations to the SHT at their 9 May 2024, meeting. This conversation resulted in a request for an accounting of the process that was used to determine the parcels put forth in Strategy 7 mentioned above. I will outline the process used below.

After the December public forum held at Town Hall, to outline the housing statics that the HPP will be based on and to illicit general input from the public, the Consultant went about preparing draft goals and strategies for discussion with the HPP Working Group. One of the items required by the Commonwealth to be included in all approved HPPs is the identification of Town owned parcels that may be suitable for the development of affordable housing. The Consultant requested that Town staff provide them with a parcel or parcels that would meet this criterion.

Ryan Poteat and I reviewed the parcels owned by the Town with the intent of removing those that were under the care and custody of the Conservation Commission, Parks Commission, and School Department, as the parcels under the care and custody of these entities are not readily available for the development of affordable housing.



From there Ryan and I reviewed the remaining parcels to exclude those that were occupied by Town buildings, didn't meet dimensional requirements, had wetlands or other constraints. This review resulted in a short list of parcels.

The Consultant, RHSO staff, and Town staff met to discuss the short list of parcels. After this discussion at the next HPP Working Group meeting the short list of parcels was presented to the Working Group for comment. At this meeting that a member of the Working Group suggested that the former Sudbury Station parcel be included in the plan and the majority of the membership agreed. At this same meeting the majority of the Working Group also agreed that the parcels proposed were a reasonable collection of those parcels that would potentially be readily available for the development of affordable housing.

The aforementioned parcels were crafted into Strategy 7 and included in the presentation at the second HPP public forum. The focus of the public forum was to discuss the goals and strategies while also soliciting public input and reaction. The information provided and comments gathered that evening were used to compile the draft of the HPP that was circulated for review.

The SHT has requested an additional 120 days to review the HPP and perform a review of Town owned parcels to determine if there are parcels that were not included in the original Strategy 7. I am amenable to this and I am working to extend the Consultant's contract as well.

I would propose a schedule similar to the table below to keep on track for the requested 120 extension. Based on the request of the SHT, comments on the HPP would be due by 6 September 2024 (120 day from 9 May 2024).

Meeting	Topic	Document Chapter
Meeting 1	Parcels – Meeting 1	
Meeting2	Parcels – Meeting 2	Strategy 7, page 18
Meeting3	Goals and strategies	Chapter 2
Meeting4	Strategies, cont	Chapter 2
Meeting5	Demographics and Housing Conditions	Chapters 3 and 4
Meeting6	Development Constraints, Capacity and Resources	Chapters 5 and 6
Meeting7	Final Review once all changes have been made	Maybe not needed

Attached to this memorandum is a list of all the Town owned properties including factors that will or may exclude them from development, a document with comments on Town owned parcels from the RHSO, a list of Sudbury Housing Authority owned parcels, and a document that outlines properties identified as potential sites for Sudbury Housing Authority developments as identified by the Blue-Ribbon Housing Site Selection Committee.

I look forward to the opportunity to discuss this matter further.