



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

Wednesday, June 26, 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

- Small Grants Program – Applicant 127
- Sudbury Lottery and Monitoring Contracts

Housing Production Plan Operations

- Housing Production Plan Draft Review
 - Town Owned Parcel Review

Board Operations

- Minutes: Review and approve outstanding meeting minutes
- Financial Update
 - Review of financial transactions if presented

Future Meeting Schedule

- July 18th 2024

Other or New Business

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.

Applicant 127:

Replacement of lineset in mini-split and recharge of the system

Number in Household: Household of 4: 42, 14, 11, 4

Income: \$63,000 42% AMI

Senior Household: No

Disabled: No

Deed Restricted: Yes

Assessed Value of House: \$242,300, Mortgage: \$149,000, Equity of \$93,300

Amount Requested: \$4800

Estimates Received:

Lavallee - \$4752

Papalia – \$4595

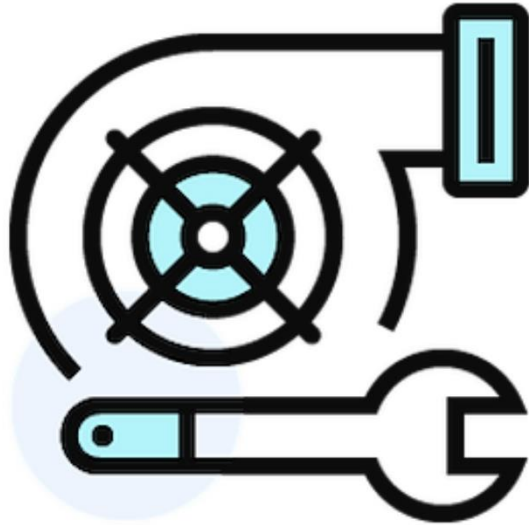


5:15



AA

visit.myservicetitan.com



CHR-2.25.1000

Replace lineset for second floor mini plot head and add line hide on exterior of home

Your Price **\$3,322.00**

Subtotal	\$3,322.00
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Total	\$3,322.00
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Accept Estimate



5:15



AA

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RRL-110

Charge an empty system with nitrogen and a trace amount of refrigerant to 300 PSI. Perform a leak search on the system to determine the location of a refrigerant leak.

[View Less](#)

Your Price **\$1,430.00**

Subtotal	\$1,430.00
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Total	\$1,430.00
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Accept Estimate



5:16



2 Messages



Estimate From Papalia...



Plumbing, Heating, Cooling, Electrical & Drain Cleaning

<https://papaliaplumbing.com/>



Papalia Home Services
1220 Liberty Square Road
Boxborough, MA 01719
(877) 727-2542
License #11628, 20459, 392

Estimate 162775026
Job 162710003
Estimate Date 5/20/2024
Technician Dan Hurley-80
Customer PO



Estimate Details

Blower cleaning

Service #	Description	Quantity	Your Price	Your Total
T55628	Remove blower wheel and clean hair and scum from blades	1.00	\$340.13	\$340.13
T55628	Remove blower wheel and clean hair and scum from blades	1.00	\$340.13	\$340.13

Potential Savings \$23.00
 Sub-Total \$680.26
 Tax \$0.00
 Total \$680.26

Remittance address
1220 Liberty Square Road
Boxborough, MA 01719

Thanks for choosing Papalia Home Services.

We are a one stop shop for home and business services including plumbing, heating, cooling, electrical & drain cleaning.
Schedule Service Online at www.papaliaservices.com

Papalia Home Services proposes work as described above on the terms and conditions provided herein. This proposal is good for thirty (30) days from the date hereof, but may be accepted at a later date at the sole discretion of Papalia Home Services.



5:16



Estimate From Papalia...



The Papalia Home Services Team

[978-897-1701](tel:978-897-1701)

care@papaliaservices.com

Plumbing, Heating, Cooling, Electrical &
Drain Cleaning

<https://papaliaplumbing.com/>



Papalia Home Services
1220 Liberty Square Road
Boxborough, MA 01719
(877) 727-2542
License #11628, 20459, 392

Estimate 162774015
Job 162710003
Estimate Date 5/20/2024
Technician Dan Hurley-80
Customer PO



Estimate Details

Leak check

Service #	Description	Quantity	Your Price	Your Total
T55695	Electronic Refrigerant Leak Test, Level 2	1.00	\$621.99	\$621.99
Potential Savings				\$21.03
Sub-Total				\$621.99
Tax				\$0.00
Total				\$621.99

Remittance address
1220 Liberty Square Road
Boxborough, MA 01719

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5:15



Estimate From Papalia...



Plumbing, Heating, Cooling, Electrical & Drain Cleaning

<https://papaliaplumbing.com/>



Papalia Home Services
1220 Liberty Square Road
Boxborough, MA 01719
(877) 727-2542
License #11628, 20459, 392

Estimate 162918325
Job 162824557
Estimate Date 5/21/2024
Technician Dan Hurley-80
Customer PO



Estimate Details

Lineset replacement : We aren't responsible if this repair doesn't work if no leak check is done prior to confirm

Service #	Description	Quantity	Your Price	Your Total
T56540	Lineset, Level 3	1.00	\$3,292.14	\$3,292.14
Potential Savings				\$111.33
Sub-Total				\$3,292.14
Tax				\$0.00
Total				\$3,292.14
Est. Financing				\$101.93

Remittance address
1220 Liberty Square Road
Boxborough, MA 01719

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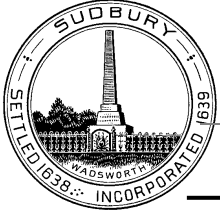


Sudbury Lottery and Monitoring Contracts

Project Name	Contracting Entity	Project Location	Type	Program	# Units	Per Unit	Gross	Mktg Expenses	Net	Status
28 Meriam	RHSO Town	Lexington	Lottery - Initial Sale	LIP LAU	1	\$8,000	\$8,000	\$2,000	\$6,000	1 - Proposed
Fairland	RHSO Town	Lexington	Lottery - Initial Sale	Town	1	\$15,000	\$15,000	\$2,000	\$13,000	2 - Pending
Pleasant Street	Private Developer	Ipswich	Lottery - Initial Sale	MH 40B - MWCD	2	\$3,000	\$6,000	\$2,000	\$4,000	2 - Pending
Village on the Green	Private Developer	Holliston	Lottery - Initial Sale	MH 40B	4	\$3,000	\$12,000	\$2,000	\$10,000	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
Cold Brook Crossing	Private Developer	Sudbury	Monitoring	DHCD 40R	26	\$300	\$7,800	\$0	\$7,800	4 - Annual
MassHousing Monitoring	State Agency	Various	Monitoring	MH 40B	69	\$130	\$8,970	\$0	\$8,970	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	\$0	\$1,400	Complete
Corey street	Private Developer	Melrose	Monitoring	Recertification	4	\$500	\$2,000	\$0	\$2,000	Complete
Millrun	RHSO Town	Concord	Lottery - Initial Sale	LIP LAU, Town	2	\$7,500	\$15,000	\$2,000	\$13,000	Complete
Village at Bedford Woods	RHSO Town	Bedford	Lottery - Initial Sale	MH 40B	6	\$2,500	\$15,000	\$2,000	\$13,000	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
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

Sudbury Lottery and Monitoring Contracts

Project Name	Contracting Entity	Project Location	Type	Program	# Units	Per Unit	Gross	Mktg Expenses	Net	Status
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	Frammingham		LIP LAU - AR	0	\$0	\$0	\$0	\$0	Terminated
Brook School	RHSO Town	Weston		LIP LAU	0	\$0	\$0	\$0	\$0	Terminated
			Total contracted		452	\$2,072	\$936,451	\$103,975	\$832,476	
		48	Lottery - Initial Sale		218	\$554,090	\$2,542	Private	\$335,668	183
		38	Lottery - Resale		48	\$166,441	\$3,468	Other Town	\$120,543	50
		11	Monitoring		163	\$69,820	\$428	RHSO Town	\$367,295	150
		4	Lottery - Initial Lease		23	\$39,500	\$1,717	State Agency	\$8,970	69
		1	Other		0	\$2,625				
					452	\$832,476			\$832,476	452



TOWN OF SUDBURY

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

SUDBURY HOUSING TRUST

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

LEXINGTON MERIAM STREET

LEXINGTON, MA

LOTTERY SERVICES AGREEMENT

SUDBURY HOUSING TRUST

JUNE 2024

This Agreement for Professional Services (the "Agreement"), effective _____, 2024 is by and between _____, a Massachusetts company with its principal place of business at _____, (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 10 condominium units located at 28 Meriam Street, Lexington, MA and sell one (1) of those condominium units as a Low Income unit (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.

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 all outreach and marketing in accordance with all regulations.
- Create the Local Initiative Application (LIP) materials, and obtain Town approval. Submit with the AFHMP to the state EOHLIC. Revise as requested.
- Assist developer with execution of Regulatory Agreement.
- Execute marketing plan by conduct outreach programs to create interest and awareness of unit for sale, including placing advertisements, distributing flyers and notices. Ensure affirmative fair marketing of unit 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.
- 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.

- Co-Host open house with Property Owner, and show the unit to prospective buyers, home inspector, radon testing, bank appraiser, showings
- Provide the Property Owner a certified buyer so that purchase and sale agreement may be executed.
- Coordinate with EOHLC to provide the affordable housing restriction and supporting documents for the closing.
- Assist buyer 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.
- Provide P&S documents to buyers, and support the closings as required.
- Co-Host Open House

2. PAYMENT AND INVOICING TERMS

2.1. Payment for Lottery Services. In consideration of its efforts, the Agent will be paid \$8,000 for the one unit, which includes advertising and other marketing costs.

The lottery fee is to be paid as follows:

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

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: _____

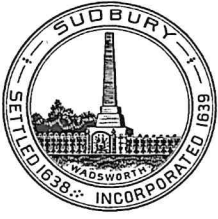
Title: _____

Date: _____

[Agent]

By: _____

Title: Carmine Gentile, Chair Sudbury Housing Trust



Town of Sudbury

Planning & Community Development Department

Adam R. Burney, MPA, Director

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MEMORANDUM

To: Carmine Gentile, Chair
Sudbury Housing Trust

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

Date: 11 June 2024

RE: Parcel Selection Process for the Housing Production Plan

At its meeting of 6 June 2024, the Sudbury Housing Trust (SHT) discussed a list of properties, owned by the Town of Sudbury, to identify potential locations for the construction of affordable housing, which will be recommended for inclusion in the 2024 Housing Production Plan (HPP).

The following is an outline of what I understand the SHT's recommendation to the HPP Working Group to be:

1. The SHT recommends the bifurcation of Strategy 7 into two categories. The first category would be Development Parcels and the second would be Study Parcels.
 - a. Development Parcels: The land included under this classification are areas that have been identified as having the potential for development in short-term (1-5 years).
 - b. Study Parcels: These are areas or land that the SHT feels have significant potential for development and will require a more substantial public socialization and discussion process to identify what the residents of Sudbury feel will be the highest and best use to suit all stakeholders.
2. The properties included in Strategy 7 as written in the Draft HPP that should remain as Development Parcels would be Properties 1 and 3 (Wooded land next to the Fire Station on Hudson Road and the Frost Farm House site) under Strategy 7 (pages 19-21 of the draft HPP) should remain in the HPP as potential locations for development of affordable housing.
3. The SHT recommends the inclusion of Parcel K10-0404 (Boston Post Road near Goodman's Hill Road) and 82 Morse Road (the house associated with Broadacre) be added to Strategy 7 as Development Parcels.
4. Property 2 under Strategy 7 is recommended to be reclassified as a Study Parcel. Furthermore, the SHT feels that both parcel G09-0100 and G09-0300 should be included for consideration. Furthermore, the SHT strongly suggests that this land be referred to as

“Town Center Land” and not Sudbury Station. This language change divorces the physical site from the conceptual development of that name and would likely aid in allowing decision makers and the public to see any future proposals or discussions of development for the merits of the proposal and without the baggage of the previous comprehensive permit filing.

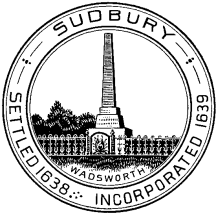
The SHT feels that the reclassification of this property is warranted based on the ground swell of opposition to the previous proposal, the valid concerns relative to access, traffic, the environment, etc. that were discussed in the previous project’s review, and the fact that the Town has not adequately assessed what might be the highest and best use for such a substantial parcel of land in such a critical location.

5. SHT Recommends that the property currently known as Sewataro be included as a Study Parcel under Strategy 7 in the HPP. Additionally, as with the Town Center Land the SHT suggests using Liberty Ledge as the identifying name for this land to create space from the legacy of Sewataro. This space is not intended to wipe away the merits and memories of the former camp, rather it is to permit stakeholders to view the land through an objective lens.

The property is currently under a management agreement and is host to numerous homes. The SHT recognizes the existing benefit of the facilities and that the continuation of the camp use may be one outcome of any planning process or study. The SHT also recognizes that there is a significant amount of land that may be superfluous to the operation of a camp or other use of the site that would be well served as a location for affordable home ownership units.

The text above is my draft of the SHT’s recommendations as I heard them from the discussion on 6 June 2024 relative to the contents of Strategy 7 specifically. Please review and discuss this as a group and let me know if there are changes or alterations you would like made.

Unfortunately, I will likely be unable to attend the 20 June 2024 meeting and I look forward to hearing your thoughts.



Town of Sudbury

Housing Trust

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www.sudbury.ma.us/housingtrust

DRAFT MINUTES

June 6, 2024 AT 8:00 AM

VIRTUAL MEETING

Housing Trust Members Present: Chair Carmine Gentile, Vice Chair Robert Hummel, Jessica Cerullo Merrill, Janie Dretler, Cynthia Howe, and Jack Ryan

Absent: Kelley Cronin, and John Riordan

Others Present: Adam Burney

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

Mr. Gentile began the meeting at 8:03 AM

Housing Trust Initiatives

Mr. Rust explained that the Sudbury Housing Trust is an approved Mass Housing Trust Monitoring agent and that all 40B's that go to mass housing are assigned a monitoring agent by Mass Housing. There are 7 monitoring agents in the whole State and Sudbury Housing Trust is one of them. The Sudbury Housing Trust is also a lottery agent. This is a different but similar function that the Trust provides that the members are more familiar with. In both cases the responsibilities are approving the buyers and verifying their eligibility.

Ms. Dretler made a motion to enter into the affordability. Mr. Ryan seconded the motion. Roll Call Vote: Mr. Gentile – Aye, Mr. Hummel - Aye, Jessica Cerullo Merrill - Aye, Ms. Dretler - Aye, Ms. Howe – Aye, and Mr. Ryan – Aye.

Small Grants Program – Standing Item

No Small Grant applications were presented at this meeting.

Minutes

Mr. Ryan made a motion to approve the minutes of May 9, 2024 as revised. Mr. Hummel seconded the motion. Roll Call Vote: Mr. Gentile – Aye, Mr. Hummel - Aye, Jessica Cerullo Merrill - Aye, Ms. Dretler - Aye, Ms. Howe – Aye, and Mr. Ryan – Aye.

Future Meeting Schedule

Mr. Gentile mentioned that the June 13th meeting would be rescheduled for June 20th because members of the Trust as well as staff would be attending the Mass Housing Partnership Annual Housing Institute.

Housing Production Plan Operations

- Housing Production Plan Draft Review/Town Owned Parcel Review

There were several potential properties identified for potential development:

The properties currently included in the draft version of the Housing Production Plan are:

The Town Center land that was trade to the town for the Malone property

The property west of the fire station - 77 Hudson Road

A vacant portion of the Frost Farm development

Mr. Burney went through the mythology of how the properties used in the report were selected. How staff had looked at everything including some of the older parcels. Mr. Burney explained that there had been previous discussions about the DPW parcel and some school parcels and using a portion of them for housing development. His concern was due to this type of land use is met with contention and that this type of land is very valuable due to the potential need for future expansion. He explained the land to the west of the fire station is separated by wetlands and couldn't be expanded on but there is a portion that is buildable on the far west side. Frost Farm was chosen as there is buildable land and already has a development on it. Conservation land, wetland, parks, open space and other land restrictions were eliminated.

Ms. Dretler inquired why Sewataro and Broadacres were not being considered. Mr. Burney explained that there was a management agreement on that property which has not passed and that there are other unresolved questions about how this property will be used in the future. Broadacres is majority wet and is conservation or preservation land. There is a section being used by DPW to store non-rolling equipment, there is a potential for development but there is a lot of unanswered questions. Ms. Dretler requested Broadacre be used in the HPP.

Mr. Gentile mentioned Sewataro and mentioned that the Town had paid a lot of money for it. Mr. Burney explained that were just not quite there yet. There would need to be a lot of conversations about weather to keep it as it's current use, developing it for housing, making it into playing fields or something else. Any action there would need an action at Town Meeting. Ms. Dretler suggested it be used even if it's a long-term project because it would get the conversation going. She also asked that it be referred to as Liberty Ledge. She also requested the HPP include the vote at Town Meeting to reflect the vote on MBTA communities.

Mr. Burney stated he would create a memo using the properties discussed in this meeting and would be sending it out to everyone.

Mr. Ryan made a motion to adjourn. Ms. Dretler seconded the motion. Roll Call Vote:
Mr. Gentile – Aye, Ms. Dretler – Aye, Cynthia Howe - Aye, Mr. Ryan – Aye.

The meeting ended at 9:09 AM