



Town of West Boylston
140 Worcester Street, West Boylston, Massachusetts 01583

[Zoning Board of Appeals] Meeting Minutes

**Date / Time / Location of
Meeting**

Thursday, June 20, 2019/7:00 p.m./Selectmen's Meeting Room

Members Present

Chris Olson (Chair), Barur Rajeshkumar (Vice-Chair), David Femia, and Secretary Toby Goldstein

Members NOT Present

Nathaniel Orciani (Clerk), John Benson, and Andrew Feland, Charles Witkus, and Mark Wyatt (Associate Members)

Invited Guests

Denise Cataldo, CPA; Pat Halpin, Affordable Housing Trust

Welcome – Call to Order

Time: 7:00 p.m. (by Mr. Olson)

Approval of Previous Minutes

Continued to July 18 meeting

Motion Originator N/A

Motion Seconded N/A

Treasurer – Financial Report

Mr. Olson reviewed the latest financial statement, dated 5/31/19

Motion to Accept N/A

Seconded N/A

At 7:00 pm, Mr. Olson called the meeting to order.

Update on Sajda Gardens Cost Certification Review:

Mr. Olson introduced the CPA who was reviewing the Sajda Gardens' cost certification, Denise Cataldo, and allowed her to talk. She replied to Mr. Femia that she owned her own business in Marlborough, MA. She explained that she wanted to outline the procedures that she followed in her examination of the cost certification so that the board would know what steps she took. First there was a list of items that she sent to Mr. Olson, requesting certain information related to Sajda Gardens, so that she would know what she was dealing with. He

sent her the independent accountant's report and other information regarding the comprehensive permit process for the development. She also made an appointment with Mr. Bibeault, Mr. Ali's accountant who did the cost analysis, but she noted that he was very busy and was going on vacation for ten days, and she only had a limited time with him and couldn't contact him where he was vacationing. She replied to Mr. Rajeshkumar that she did give the Town Administrator an updated copy of the cost certification. Ms. Cataldo then went to Sajda Gardens and met with Mr. Ali and Peabody Properties (the management company) to ask additional questions. She also had e-mail correspondences with Mr. Ali after she left regarding the questions she had. In response to Mr. Femia, she replied that she did not contact Mr. Ali's attorney.

Ms. Cataldo continued that she found the independent accountant's report confusing from the beginning and could not understand many things in the report. For example, she noted that, in one place (page 1), the information was dated "as of 2/7/18", then in another place (Schedule A), 4/30/18, and the accountant's notes also state this date; she questioned how his notes could be as of April 30, but his report as of February 7?. She said that Mr. Ali explained that initially the report was done in February, 2018, when the last occupancy permit was issued; however, she explained that, at that point, he accrued a number of approved expenses to finish the report off. Her understanding was that the State said in 2019 that they did not want the accruals, they wanted the actual expenses, so they asked him to please update the report. But, she explained, he did not change the physical report but changed the schedules and did not explain that he did an analysis through April, 2019. So, Ms. Cataldo said, they updated the report but not the schedules, which she said partly explained why there were two different dates. Then they began their discussion of the schedules themselves.

Next, Ms. Cataldo discussed the history of the project. She mentioned that, on 5/28/03, DHCD informed the original developer, Mr. Lever, that his site eligibility application was approved. Then, on 5/29/03, Mr. Lever made an offer to buy 94 North Main Street, West Boylston, for \$490,000 from the owner at that time. On 5/30/03, he petitioned the Town of West Boylston for a Comprehensive Permit to develop a 40B project. The description was "a multi-family home on 9.82 acres". In 2012, Barre Savings Bank, who financed Mr. Lever, foreclosed on it. In December, 2013, it was appraised according to the State of MA at \$800,000 (Ms. Cataldo did not have that appraisal, and Mr. Rockwell from the State did not recall if the multi-family home was mentioned and did not seem to want to find out, according to Ms. Cataldo). On 1/31/14, the land was purchased by Crescent Builders, Inc. for \$800,000 from Barre Savings Bank (\$500,000 was loaned from the bank, the rest was paid by Crescent Builders). In 2014 and 2015, Crescent Builders paid a design consultant, started excavation of the land with their own equipment, and worked to obtain some permits. They had several different accounts for expenses. However, they would not give Ms. Cataldo access to their Quickbooks files that she asked for, but did give her Quickbooks general ledgers; there were no balance sheet items, just the expenses (which included interest paid to the bank, architectural fees, engineering fees, etc.). It appeared that Crescent Builders then transferred the property to Sajda Gardens, LLC, on 7/14/15, for less than \$100.00. Ms. Cataldo noted that the State made an agreement with Sajda Gardens, not Crescent Builders. She explained that Crescent Builders is a corporation, but she does not know what percentage Mr. Ali owns. She said that her understanding from the notes of the CPA (because she did not see the books) is that all expenses of Crescent Builders were treated as a "loan" to Mr. Ali, so that it was considered equity for Mr. Ali when Sajda Gardens recorded these expenses. She continued that there is a quitclaim deed over to Sajda Gardens. On 11/18/16, Sajda Gardens got a construction loan for \$7.6 million from Middlesex Savings as part of its program with the State to develop this 40B project (date of agreement was 11/14/16). So, everything up to this point including the Town's paperwork talked about 9.82 acres. Ms. Cataldo explained that, up to this time, the size of the property was 9.82 acres. At the conclusion of the development, the State's appraisal of the property was \$16.2 million (this was as of 1/28/19, when all construction was completed and the development was 97.5% occupied). One issue that she had was that, in the summary of facts in the Cushman-Wakefield appraisal is that the appraisal was done for the property that is now known as 92 North Main Street, the appraisal was done on the basis of 6.88 acres. To explain this, Mr. Femia discussed that on the hill in the back of the property is additional land which was not used by Mr. Ali, but was supposed to be transferred back to the Town.

Ms. Cataldo continued that there is a multi-family home that Mr. Ali purchased located on the 9.82 acres, at 94 North Main Street, and she asked how could the developer use \$800,000 as the cost basis of the land on this report if the property includes this home as well as the acreage? She asserted that somehow this \$800,000 has to be allocated between the multi-family home and the land that it occupies vs the rest of the property. (The board then discussed whether or not an ANR should have been done to split the property). Ms. Cataldo continued, that

they would need to determine the value of the three-family house. Mr. Femia verified for Ms. Cataldo that Mr. Ali was the owner of the three-family house. Ms. Cataldo explained that one issue was that there has to be some value of the house and the land that it occupies that has to be separated from the \$800,000. Also, she explained that she did additional research and found that two apartments in the 94 North Main Street multi-family house were advertised on two different websites, and she considered that private property at this point because it does not seem to be part of the 40B project. Her concern was that there is one tax bill for all of 94 North Main Street (the house and its property were not separated), one loan with interest, one set of real estate taxes, and all have to be allocated between the house and the 40B project; from what she could see, that was not done. She replied to Mr. Femia that there was nothing in the cost certification about that. Mr. Femia opined that a developer has a list of accountants from the State that he can use, companies on the list who do work have to stand by what they do and that they would not falsify any information. Ms. Cataldo responded that she did not think that they falsified figures, just that they forgot about this land, but no one separated anything out so she was concerned that there were mixed costs. Also, she found that the aforementioned websites advertising units advertised them as with renovated kitchens, renovated bathrooms, and with Jacuzzis (Mr. Femia verified with Ms. Cataldo that these two units were in the multi-family house). She did not yet know when they were renovated or what funds were used, and she could not prove anything as she could not check with their accountant to see if he was aware of that or if the costs were separated.

Ms. Cataldo continued, that next she reviewed the CPA's work papers for invoice testing; normally on a cost analysis, based on the reports that he gets from the developer, the CPA is supposed to pull all invoices from all the various subcontractors to make sure that generally accepted accounting principles are being followed. She said that she had the accountant's notes and testing sheet; in his notes she read "National Lumber, report for contract easier than looking at invoices", so what he did was he got a statement from National Lumber stating that \$9.2 million was spent on lumber, but the general ledger only showed \$1.95 million; they included other projects that Mr. Ali was doing. It appeared that no invoices were actually reviewed and she asserted that this was not standard accounting or auditing practice or acceptable. Also, Ms. Cataldo explained that a contractor (carpenter) did a lot of work for Mr. Ali over the years and asserted that Mr. Ali paid him \$578,000 worth of checks. There were no invoices or contract to back this up. She explained to Mr. Femia that there are copies of checks, and any contractor for which there were no invoices issued a letter stating the amount that they were paid. But, she noted that for one electrical contractor who issued a letter for whom there were supposedly no invoices there was in fact a pile of them at Mr. Ali's office when Ms. Cataldo went there. She e-mailed the accountant about this, and he responded that he had believed that it was the case that there were no invoices. She said that another contractor claimed the accountant had them in a box in his office; she said that, before he left on vacation, she e-mailed the accountant about it, and he replied that he only had one box and it was not for this project, so she did not know what happened to that contractor's invoices.

Ms. Cataldo then noted that \$608,000 was given to the plumber, and the plumber did not give the accountant any invoices, but only proposals; the amounts on those differed from what was actually paid to the plumber. He issued a letter stating what Mr. Ali paid him. Ms. Cataldo went back to the general ledger check register, to find out if he really got paid. She said that what he got paid agreed fairly closely, but opined that this was no way to do this because there were no invoices to back it up, there were no proof of the projects worked on, how much was paid, when the work was done, or how much work was done. Then she mentioned a payment to the electrician that was supposedly \$432,000 (on a proposal) but what was really paid was \$644,000. This was the contractor for which there were supposedly no invoices but she found them in Mr. Ali's office.

Most disturbing, Ms. Cataldo said, in the accountant's review of invoices was a note that states \$225,000 was paid to a countertop company, that said, "Work being done in exchange with Crescent Builders". She explained that Crescent Builders agreed to build a house for the owner of this company; the down payment for this house was \$225,000. In the general ledger, there was an entry for \$225,000 under "countertops", and there were no corresponding invoices, and the offset was Mr. Ali's equity. She had a problem with this because the house was being built not for the countertop company, but for the owner, so it was the taking of company revenue and turning of it into a personal item, which she asserted should have been disclosed in the notes to the accountant's report and was not acceptable. She also found disturbing that, under the expense "countertops" there was an individual who kept getting paid for installation of counter tops, and it would indicate which unit of the development was having the work done; supposedly the payment was to a female, but the husband was doing the installation. Each unit took \$350 to \$500 to install, and she noted that they would indicate which units that

payment was for (they had 59 units accounted for); then she said that suddenly there was a journal entry for \$225,000 that was spent for 21 remaining units. She asserted that this expense needs to be explained better and should have either been disclosed or not considered in his financial report. She opined that this money could have represented the down payment on someone's personal home. Ms. Cataldo reiterated that there were no invoices to back up what was spent; she explained, when the accountant did his testing of vendors' files, that they had a list of vendors, the total paid, total invoices, and no issues if everything agreed; then there were notes for "other testing", where they had "total per contract". She asserted that he did not look at any invoices, only contracts or proposals and the amounts paid were different than of the proposals. Ms. Cataldo noted that there were several large amounts that were stated as paid in the letters that were issued, but they were not necessarily the amounts paid. She also had an issue with the fact that nothing shows where the products were going or what was actually being audited, so they need the invoices. She noted that National Lumber usually indicates the address of where the materials are going so that this can be verified. Ms. Cataldo responded to Mr. Femia that she did not go through the invoices, and a lot of them were boxed away and they are still waiting for some going back to 2016-2017. So she was not sure exactly which invoices Mr. Ali has, but she suggested spending more time in his office and actually trying to find these invoices instead of just accepting the contractors' letters. (Mr. Femia commented that this information did not surprise him). Ms. Cataldo responded to Mr. Femia that she did actually meet with Mr. Ali, and he was friendly and provided things to her that she requested except Quickbooks files; she commented that often builders will not do that. In response to Mr. Rajeshkumar, she replied that she met with Tracy in Mr. Ali's office, and she did not feel that the general ledger was accurate as it did not show revenue; she asked Tracy how it could not show rents received for over a year as revenue? She surmised that, since Mr. Bibeault was only going to do a cost analysis, he did not look at anything having to do with revenue. So, Ms. Cataldo met with Peabody Properties, who had boxes of applications for 40B housing; she opened folders with applications in them, and noted that usually there was a rejection letter in them explaining why the application was rejected, but some people withdrew them, and there were many from distant locations (usually people thinking that Peabody Properties was located near Boston). Ms. Cataldo noted that she reviewed those files and found the procedures to be properly followed.

Next Ms. Cataldo looked at files for people who were currently renting; they gave her five files, then rent rolls for March, June, September and December, 2018. She saw folders of current tenants, affordable and non-affordable, and they had all documentation in them. She mentioned that Mr. Ali's contact number was for Justin at Peabody Properties, and she called him because it was confusing to her that Peabody Properties collected all the rent; she found out that Mr. Ali transfers the money from this bank account to Sajda Gardens to pay for things, and gives the information back to Peabody Properties and they produce a profit and loss, and it was her understanding that this is used by Mr. Ali to file his tax return. She replied to Mr. Femia that she did not know whose name the bank account is in, but just knew that Peabody Properties has a bank account, they reconcile it every month, and they record the activity in it which shows up in Sajda Gardens' Quickbook files and in the Peabody Properties files. Ms. Cataldo did transfers between the two, and noted that there were only two transfers that she couldn't account for. There were four online payments (Justin sent her the information), for the multi-family house utilities and the Middlesex Savings Bank interest payment for a loan, along with two other payments that she did not recall. She said she had no access to the Peabody Properties statements, just the print out from Justin, but was satisfied with the rent process, and she noted that there were two or three files that only had applications in them out of about twenty that she looked at. Mr. Femia commented that, at first, there was an open house for the development, and then there was a turnover of people at Peabody Properties, which he opined might have contributed to the confusion. Ms. Cataldo mentioned that Mr. Ali's daughter worked at Peabody Properties. Mr. Femia verified that there is a checking account for the rents, and that Mr. Ali takes from it as needed for whatever needs to be done on the property. Ms. Cataldo continued that he borrowed from several of his other companies (there are at least five others that money comes from, including Afra Terrace), and she also found paybacks. Mr. Femia continued, that for 40B projects, when there is a management company, the developer takes money out of the account but it should only be used for that project. Ms. Cataldo agreed, noting that this is in the 40B agreement, and responded that she cannot tell the board if that happens or not, and she did not know who did the renovations of the three-family house's apartments or how long ago the renovations were done. Mr. Femia responded that the board authorized Mr. Ali to use the house for his office because he didn't have a trailer on the property, and the agreement was, when the land was levelled off, that he would put up a trailer there, then he would move the office from the house to the trailer, which he did do. Then, Mr. Femia asserted, a year later Mr.

Ali asked to do an ANR plan to separate the project from the house. He explained that at first the board was not sure that they were authorized to do the ANR but because the ZBA acts as the Planning Board for 40B projects, they can do an ANR. He noted that Crescent Builders is Mr. Ali's main company, then there are subsidiaries such as Sajda Gardens. Mr. Femia said that he thought that Mr. Ali was separating the two properties when they did the ANR and he opined that Mr. Ali should be paying two separate tax bills. Ms. Cataldo responded that they are now two different entities, but she did not know what the taxes correspond to or utilities as the house and project should have different tax bills but do not; also, she asked if it is a house or made up of apartments? She opined that the Town would somewhere have that information, and that she thought that Mr. Ali could be doing it correctly but she it is not clear from the general ledger that she has. She responded to Mr. Rajeshkumar that there are a lot of unanswered questions, but the problem was that the State wants an answer within a week on the review of the cost certification and Mr. Ali's accountant was not available to clarify.

The board members then discussed asking for an extension, as they still had too many unanswered questions and the accountant was away. They asked Ms. Cataldo if they could obtain supporting documents from her to attach to a request for extension? In response to a question from Mr. Femia, Ms. Cataldo responded that she had not spoken to Amanda Roe yet, and she said that a point was made to her suggesting that there were two approaches to reviewing the cost analysis, cost approach and valuation approach. Ms. Cataldo explained that it did not seem as though a lot of credence was given to the cost approach, because under the valuation approach, the property was valued at \$16 million and Mr. Ali owes \$8 million so he has \$8 million in equity. She explained that she had issues with this, because she noted that it appeared that the last occupancy permit was issued in January or February, 2018, but the State should have had a valuation done in 2018 and it was not done until 2019; in July, 2018, Rockland Trust predicted that the worth of the project would be \$13.8 million. She questioned if the valuation was affected by doing it a year late (April, 2019), as real estate valuation might have changed? She did not know if there was a change significant enough that the State would not be okay with it. Mr. Femia explained that, when Barre Savings Bank took over, they wanted a three-year extension of the Comprehensive Permit issued to them in March, 2015 (the ZBA did issue it); then they sold the property shortly after. He continued that, in 2016, the board had to give Mr. Ali a two-month extension for the comprehensive permit in October, 2016, and Mr. Femia commented that there were still quite a few things that the board needed from him, and in 2018, it sounded as if everything had been taken care of. He noted that the cost certification cannot be done until all units are sold (he gave Afra Terrace as an example where this was done).

Ms. Cataldo continued that her issue was that there are a lot of questions remaining, and explained that she did not put all of her findings in a report to try to keep the costs down as it would take her hours more to do that, but there is a lot more analysis to do to answer the questions. She responded to Mr. Rajeshkumar, suggesting that the board speak to their advisor or Town Counsel to decide how to answer the review and she thought that they had the ability to answer; she thought that the response should be that the ZBA reviewed the report that was sent to them and there are issues with the report and it appears that additional analysis needs to be done. The board agreed that they need supporting documents when they go to MHP to ask for the extension. Ms. Cataldo opined that it was really more of a difference of opinion between her and Mr. Ali's accountant; he thought that the information he used was sufficient to write his report, and in Ms. Cataldo's opinion it was not sufficient, so they had two different points of view in that situation. Mr. Olson suggested first stating that the developer's CPA was not reachable and then they could list one or two other issues (Ms. Cataldo opined that the cost of the land was the most obvious question). Mr. Olson added that they already had two extensions and gave no details as to why they needed them, but this time will include them.

Ms. Halpin asked, if the State insists on value analysis instead of cost analysis (Ms. Cataldo responded that they did this), will the information that Ms. Cataldo provides make any difference to that? Ms. Cataldo replied that she talked to an attorney, and the board has a legal obligation to review the cost analysis, make sure that it's correct (they can talk to Town Counsel about this) and how the new information affects it, because she explained the original loan was \$7.6 million from Middlesex Savings, but Mr. Ali's loan is now \$8.6 million (they gave him an extra million based on to the "extra equity" that he put into the business). Her concern was if Ali's equity amount was correct, given how the State views it; she mentioned a case in the past where someone couldn't document their expenses so the State subtracted those expenses and did not allow them. She noted that there were no supporting documents for most of Ali's expenses.

Ms. Halpin continued that she was concerned about the cost analysis vs value analysis (Ms. Cataldo agreed with her that the cost analysis would be less detailed and less specific), and she asked would the

information have any impact on the value analysis? Ms. Cataldo replied that she questioned why the value analysis was done instead, and if it would make a difference as to when the valuation analysis was done, and replied to Ms. Halpin that those questions can be raised with the value analysis. Ms. Halpin also asked if they can make a strong request for a cost analysis? Ms. Cataldo replied that they have an obligation to go over the cost certification. Mr. Olson opined that this was a good point, as the Town has no control over which type of analysis MHP decides to do but they can control how MHP will view that. Ms. Halpin asked if the Town could make a strong request for a cost analysis? Ms. Cataldo replied that she understands that the board has an obligation to review the cost certification, and if they don't correct the cost certification she did not know if there would be any consequences.

In response to a question from Mr. Femia as to what percentage profit the accountants determined that Mr. Ali made, Ms. Cataldo replied that they established the limited dividend that Mr. Ali could take each year, and referred to Attachment C in the cost certification for the amounts. To clarify his question, Mr. Femia asserted that the developer could not make more than 20% profit; Ms. Cataldo believed that this applied to housing, not for apartment rentals, but Mr. Femia asserted that MHP said that it is the same for rentals. Mr. Femia responded that they would have to clarify that with MHP, because he said that he spoke with them the previous week and he was told the amount was 20% on both rentals and home occupancy. Ms. Cataldo explained that the State looks at profits each year, and if the profits exceed the limited dividend calculation that the Town shares any excess. She opined that she was told 10%. Mr. Femia reiterated that he was told 20% on rentals and home occupancies. She continued, that it is calculated as a percentage of the net profits, and noted that the mortgage agreement states "a limited dividend" and a definition of it; also, the owner is supposed to give financial statements each year in a form specified by the lender. Her understanding was that this was the first report that the CPA had done. Mr. Femia added that Peabody Properties is supposed to do certification of the renters each year, then report this information to MHP. Ms. Cataldo continued that her concern was, if the report was inaccurate, how will that affect the board's liability? Mr. Femia responded that he thought the board had reason to go to MHP, tell them that they have a considerable amount of questions, and would like an extension, especially since Mr. Ali's accountant is on vacation and not available for information. In response to Ms. Halpin, Mr. Femia opined that 7/31/19 would be reasonable date.

Ms. Cataldo continued, that Mr. Ali's CPA may have another issue; she is not sure how much access the accountant has to all the information, so that Mr. Ali may have to go to wherever his storage is to get the paperwork; she also mentioned the \$800,000 valuation matter to Mr. Ali and opined that it did not go over well with him. Mr. Femia suggested to Mr. Olson that he speak with Town Counsel, and that she go over all of this with Mr. Ali's attorney, suggested that Mr. Haverly could obtain the information and opined that they would want to get everything settled as well. Ms. Cataldo noted that the Mr. Ali was cooperative about getting records, but he would say that they were in storage or the accountant would have to get them. (The board then discussed the suggested extension, and Mr. Femia suggested that they request July 31 for the extension, but also give the State documentation stating why they need it. He also said that he would not sign the cost certification until the board has the answers to their questions. Ms. Cataldo continued that she was not sure whose obligation it is to go through the invoices; she said she could do it in two days, but asked who would pay for that? Mr. Femia offered to help her free of charge. He opined that there were constantly problems with projects for this developer in West Boylston and in other towns. Ms. Cataldo asserted that she was not accusing anyone of anything but the board does not have the facts one way or another. Mr. Olson responded that they could do all of this, send it to MHP, and MHP could say that it is not relevant; he said that they must accept whatever the decision is. Ms. Cataldo responded that Mr. Ali paid \$600,000 to a vendor but there are no invoices for that, and she wondered how MHP would look at that and asserted that they cannot verify anything. Mr. Femia added the aforementioned \$225,000 spent by Mr. Ali earlier. Ms. Halpin suggested to Mr. Olson that he call David Rockwell, and explain that the Town is doing due diligence, and to do this in a conversation rather than by e-mail. Mr. Rajeshkumar suggested that Mr. Olson obtain supporting documents, make an official request, then call Mr. Rockwell and ask for the extension. Ms. Halpin added that Mr. Olson should ask why a value analysis was done vs. a cost analysis. Mr. Femia suggested that Mr. Olson first talk to Town Counsel and let her know the situation. Ms. Halpin suggested that he talk not with Town Counsel but with Dennis Murphy, who she asserted was familiar with this subject. Mr. Olson said that he would talk to Nancy Lucier, Town Administrator, next week and figure out the logistics, and he added that she had talked with MHP in the past. He also agreed to talk to Dennis Murphy tomorrow.

Mr. Olson asked Ms. Cataldo if she had all that she needed from the board? Ms. Cataldo said that she did, but reiterated that she did not know whose responsibility it is to go through the invoices. Also, she added that the board must ask MHP what to do about the aforementioned traded expenses with projects that had nothing to do with this project, or what they would do if they are not able to obtain the information. And, she added, she noticed that there were a lot of large American Express payments made and asked Mr. Ali if he had looked at these before and he could not recall; also, she said that there should be statements to back up those payments and she asked whose responsibility it was to go through them? She did not want to just do that without clarifying because she would have to be paid to do so. Mr. Femia asked if that was the responsibility of the CPA doing the cost certification? She responded that they do what is called “testing”, and should be pulling the vendor’s file if they choose that one to review and all the paperwork associated with that vendor, and she said that he made a list of the vendors and what was paid to each, and the total was about 51% of the total money paid out on the project; National Lumber was discussed, but other projects are included in the payments to them and she asserted that this was not acceptable and the accountant must actually go through the invoices. Ms. Halpin opined that there would be a lot of frequent flyer miles from all the AmEx transactions going to someone, and that this was a questionable process. Mr. Rajeshkumar asked if they could submit the request for extension within a week? Mr. Olson asked what would happen if the request for extension is rejected? Ms. Cataldo opined that it would then be a legal situation and suggested that their lawyer might call MHP and tell them that the board has a legal obligation and cannot sign off on the report and cannot do their responsibilities.

Mr. Femia then asked why the subsidizing agency would go through everything that they did and not listen to the Town at the end of the project when it says that there are questions? Ms. Cataldo asserted that it is in their interest, as they are making a lot of interest on the loan, and the higher the costs, the more money will be made by them.

Signatures Required by Accounting Office for Signing of Invoices and Ms. Goldstein’s Timesheets:

(This is a yearly procedure, done for the new fiscal year). Mr. Femia made a motion to have all members sign the sheet and be allowed to sign timesheets and invoices. Mr. Rajeshkumar seconded. All in favor (the vote was 3 “yes” and 0 “no”).

Reorganization of ZBA Board:

Mr. Femia suggested that the board continue this to the July 18 meeting (the rest of the board present agreed) and that Mr. Olson should explain why this was done to the Town Administrator.

Minutes of May 16, 2019 Executive Session:

The board decided to continue them to the July 18 meeting, as Mr. Olson was not at the Executive Session (he recused himself) and there was not a quorum of members presently to approve those minutes.

Minutes of May 16, 2019 Open Session:

These were continued also to July 18, as the final draft was not finished.

Treasurer’s/Financial Report:

Mr. Olson looked over the latest report, dated 5/31/19.

Next Scheduled ZBA Meeting – THURSDAY, JULY 18, 2019

Miscellaneous Mail and Paperwork Needing Signatures/Future Agenda Items/ZBA Reports:

Mr. Olson looked over mail given to him by Ms. Goldstein; none of it was discussed with the board.

Other Business:

Mr. Femia added, that at the May 16 meeting, he had asked Mr. Olson to contact Mr. Ali regarding the “as-built” plans for Sajda Gardens. He reported that VHB said that the board should get it, and then VHB would

inspect the property for agreement with those plans. He suggested that VHB would send the board a bill for doing that, and if the board is comfortable with the results, the bill can be paid from the project's escrow account and the remainder of the account can be sent to Mr. Ali. Mr. Rajeshkumar and Mr. Olson both suggested continuing this subject to the July 18 meeting.

With no further discussion taking place, Mr. Rajeshkumar made a motion to adjourn the meeting at 8:29 p.m. Mr. Femia seconded. All in favor.

NEXT MEETING **Thursday, July 18, 2019, 7:00 p.m.**

MOTION TO ADJOURN

Motion Originator **Mr. Rajeshkumar**

Motion Seconded **Mr. Femia**

Time of Adjournment **8:29 p.m.**

Signatures **Nathaniel Orciani**

Submitted by: **Toby S. Goldstein**

Date Submitted:

