



TOWN OF GROTON
Affordable Housing Trust



Becky Pine, *Chair*
Carolyn Perkins, *Vice Chair*
Phil Francisco, *Member*
Richard Perini, *Member*

Regular Session Minutes

Date: Wednesday, October 26, 2022
Time: 7:30 pm
Location: Virtual meeting held via Zoom
Members in attendance: Rick Perini, Becky Pine, Phil Francisco, and Carolyn Perkins
Others in attendance: John Sopka (Groton Housing Authority board member)
Referenced document: October 6, 2022 Mirick O'Connell Invoice
Community Preservation Coalition Sample Grant Agreement

Becky Pine called the Affordable Housing Trust to order at 7:36 pm. This meeting is being recorded. Cameras were turned on and Trust members were identified.

Minutes

Phil Francisco moved to approve the September 21, 2022 minutes. Carolyn Perkins seconded and the motion carried (3:0) by roll call vote of Francisco – aye, Perkins – aye and Pine – aye (Perini absent).

Town Counsel Invoice

Carolyn Perkins moved to approve payment of the October 6, 2022 invoice from Mirick O'Connell in the amount of \$832.50 regarding Fieldstone Drive parcels. Phil Francisco seconded and the motion carried (3:0) by roll call vote of Francisco – aye, Perkins – aye and Pine – aye (Perini absent).

The funding source for this invoice will be the CPC Site Assessment funds.

Rick Perini joins the meeting.

Discuss recent CPC meeting on October 24, 2022 regarding routine annual transfer of funds to the Affordable Housing Trust & current CPC draft application

Becky Pine introduced this topic stating that from the October 24 meeting it appears that the Community Preservation Committee is supportive of receiving annual applications from the Trust. For the full application, the Trust will need to decide what it wants to say. Fran Stanley suggested adding a draft sample grant agreement that the Trust is willing to sign. Becky Pine spoke with Bud Robertson and asked for the Trust to meet with the Finance Committee. The group discussed a future meeting with the Select Board to explain the concept behind the CPC application and update them on Trust progress. Carolyn Perkins commented that having the Select Board sign on behalf of the Town is a legal requirement and not an option as Fran Stanley had suggested.

Discuss developer's termination of Junction Crossing affordable housing project in the Town of Concord.

Phil Francisco updated the Trust on the rapid unravelling of the Junction Crossing development plans in Concord. The Grantham Group is cancelling the project and withdrawing pending permits. Keith Bergman (former Town Manager in Littleton and a current housing trust member in Concord) was involved in the Trust's effort to rescue the project by offering \$1 million in funding. The developer cited increased material costs and increased financing

costs resulting in an increase from \$20 million to \$28 million. Some wondered if the withdrawal was pretextual citing local distrust and a lack of transparency about the project.

Update on the MBTA Communities zoning.

Trust members discussed the recent DHCD guidance that lowers the allowed percentage of affordable housing in an approved MBTA Communities district:

1. The usual upper limit of affordable housing will be 10%.
2. Communities who demonstrate economic feasibility may be approved for up to 20% affordability. Unfortunately, there is a dubious path to prove that economic feasibility and DHCD appears reluctant to grant such increases.
3. For pre-existing 40R districts with 25% affordability, those districts will be able to amend language to create MBTA Communities compliant zoning.

Becky Pine said that the new guidance is confusing to apply to Groton’s situation. Rick Perini said that apart from the Deluxe area and maybe Four Corners, there is no other place to locate Groton’s district/s. Carolyn Perkins referenced a Rockport vote that claims that MBTA Communities legislation unconstitutionally usurps the municipality’s zoning powers¹.

Massachusetts Housing Partnership (MHP) has a series of programs on MBTA Communities and past programs can be viewed online.

Hoyts Wharf parcel

Becky Pine revisited the Hoyts Wharf parcel and asked about what kind of affordable housing the Trust would want to develop there – veterans housing, Habitat for Humanity homeownership, a group home? Rick Perini will make some calls to his veterans contact. The Trust will need to ask the Select Board for permission, create an ANR lot, have a Town Meeting vote and issue an RFP. The RFP can invite any number of uses and the Trust can hire a consultant to help craft the RFP. MHP is available to review draft RFPs for the Trust too.

Phil Francisco asked what are the steps once the Trust has an idea in mind as we do not want to do this in an ad hoc way. Fran Stanley suggested going to Mark Haddad as he is the Chief Procurement Officer. It was suggested that Fran Stanley speak with Mark Haddad about these questions. Both Phil Francisco and Rick Perini volunteered to be in the meeting with Mark Haddad.

Rick Perini closed with a question that he is willing to repeat as often as necessary “where’s the \$5 billion that was allocated to Massachusetts for housing?”

Meeting adjourned at 8 pm. Notes by Fran Stanley

Next meeting: No date set but expected to be a joint meeting with the Finance Committee

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Sample Grant Agreement included for reference only:

The Community Preservation Coalition has prepared this sample grant agreement for use when transferring CPA funds to a Municipal Affordable Housing Trust Fund. Following an appropriation of CPA funds to a Trust, the Coalition suggests executing a grant agreement similar to this one prior to disbursing the funds to the Trust. To prepare this sample grant agreement, The Coalition used language derived from multiple sources and best practices used by CPA communities. This document is for planning purposes only; grant agreements for actual CPA appropriations should be prepared by an attorney.

	Comments in this section will help to
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¹ https://www.gloucestertimes.com/news/rockport-residents-challenging-transit-overlay-other-zoning-changes/article_c408ec5f-7ef3-5d12-a606-bab6e491c303.html .

TOWN OF ANYWHERE, MASSACHUSETTS

COMMUNITY PRESERVATION ACT

GRANT AGREEMENT FOR

Anywhere Affordable Housing Trust

This GRANT AGREEMENT made this first day of June, 2013, by and between the Town of Anywhere, a municipal corporation duly organized under the laws of Massachusetts and having its usual place of business at One East Main Street, Anywhere, MA 01121, acting by and through its Board of Selectmen (hereinafter the "TOWN" or "Board of Selectmen", as applicable), and the Town of Anywhere Affordable Housing Trust, established pursuant to Chapter 44, Section 55C of the Massachusetts General Laws, and under Declaration of Trust recorded with the Essex Southern District Registry of Deeds in Book 29319, Page 10 (hereinafter, the "TRUST"), having its usual place of business at: One East Main Street, Anywhere, MA 01121:

WITNESSETH:

WHEREAS, the Anywhere Community Preservation Committee (hereinafter, the "COMMITTEE"), invited the submission of proposals for grants of funds for purposes consistent with the Community Preservation Act ("CPA"), G.L. c.44B; and

WHEREAS, in response thereto, the TRUST submitted a proposal for funding for purposes of pursuing affordable housing opportunities in Anywhere, hereinafter referred to as the "Project", and the COMMITTEE reviewed and approved the Project and recommended that the May 1, 2013 Annual Town Meeting appropriate the funds herein described for the purposes of the Project; and

WHEREAS, Town Meeting on May 1, 2013 pursuant to Article 21(D) (the "Article") voted to appropriate One Hundred Thousand Dollars (\$100,000) from the Community Preservation Fund Community Housing Reserves Account (the "Funds"); and

WHEREAS, the purpose of the within Grant Agreement is to ensure that the Funds are used for the acquisition, creation, preservation and support of community housing as defined by the Community Preservation Act, G.L. c.44B; and

WHEREAS, the Board of Selectmen has conferred with the COMMITTEE concerning the terms of this Agreement, and both have approved the terms of this Agreement, as evidenced by their signatures attached hereto;

NOW THEREFORE, the TOWN and the TRUST agree as follows:

1. Contract Documents. The Contract Documents consist of this Grant Agreement, the CPA application approved by the COMMITTEE dated March 1, 2013

explain the reasoning behind certain sections as well as options you may want to consider for your grant agreement.

Depending upon the Community, the grant agreement will be signed by the Community Preservation Committee, elected officials such as the Selectmen, or both. This paragraph should be amended to reflect who will sign the agreement.

<p>(the “Application”), a certified copy of the Article and all documents attached thereto. The Contract Documents constitute the entire Agreement between the parties concerning the Application, and all are as fully a part of this Agreement as if attached hereto.</p> <p>2. <u>Term.</u> The Work shall be completed within three years of the execution of this Grant Agreement (the “Completion Date”), unless the COMMITTEE grants an extension for good cause shown.</p> <p>3. <u>The Work.</u> The Work consists of the Project, as described in the Application attached hereto as Attachment A and the following additional conditions:</p> <p style="padding-left: 40px;">a) Notwithstanding the TRUST’s bylaws, all funds expended pursuant to this Grant Agreement shall be limited to the allowable spending purposes as defined under M.G.L c.44B.</p> <p style="padding-left: 40px;">b) Every six months until the Completion Date, the TRUST shall provide the COMMITTEE with a written update on the progress toward completion of the Work. A final report, including digital photo documentation of the project where appropriate, is due within 30 days of the Completion Date.</p> <p style="padding-left: 40px;">c) No more than ten percent (10%) of Funds can be used for expenses related to the administration and operation of the TRUST.</p> <p style="padding-left: 40px;">d) Consistent with the provisions of M.G.L. c.44B Section 5(b)(2), under no circumstances shall the Funds be used to rehabilitate existing community housing units.</p> <p style="padding-left: 40px;">e) Consistent with the provisions of M.G.L. c.44B Section 5(b)(2), when creating community housing the TRUST shall, wherever possible, reuse existing buildings or construct new buildings on previously developed sites.</p> <p style="padding-left: 40px;">f) Consistent with the provisions of M.G.L. c.44B Section 6, the Funds shall not replace existing TOWN operating funds nor reimburse the TOWN for services provided to the TRUST.</p> <p style="padding-left: 40px;">g) If the Funds are the sole funding source for the acquisition of real property, the property shall only be used for Community housing as defined in M.G.L. c.44B Section 2. In all other cases, the Funds may be used to cover a share of the project expenses proportionate to the part of the project that will qualify as Community housing as defined in M.G.L. c.44B Section 2. The TRUST shall track the cost of the allowable scope through a reasonable means of cost estimating, and only use the Funds for the allowable portion of the project cost.</p> <p>4. <u>Contact.</u> The TRUST shall identify in writing a contact person responsible for the administration of the Project.</p> <p>5. <u>Restriction.</u> With respect to any real property purchased using the Funds or housing created or preserved using the Funds, the TRUST shall execute or obtain a perpetual affordable housing restriction meeting the statutory requirements of G.L. c.184 and G.L. c.44B, §12, and running to the benefit of the TOWN. The deed restrictions executed for each unit of housing created or preserved pursuant to this grant must be approved and accepted by the TOWN.</p> <p>6. <u>Funding.</u> The TOWN shall pay the TRUST the Funds within 30 days of the execution of this Grant Agreement. The TRUST shall manage the Funds in accordance with its Declaration of Trust and related by-laws.</p> <p>7. <u>Liability of the TOWN.</u> The TOWN’s liability hereunder shall be to make the payment specified in Paragraph 6 of this Grant Agreement and the TOWN shall be under no further obligation or liability. Nothing in this Grant Agreement shall be</p>	<p>This paragraph should be amended depending upon who will sign the grant agreement.</p> <p>1. If the Grant Agreement is for a specific project (such as the acquisition of real property for the creation of new affordable housing units) that purpose should be outlined in both the attached warrant article approved by Town Meeting and in an attached Proposal recommended by the Community Preservation Committee describing the proposed work.</p> <p>2. It’s always a good idea to have a deadline for completion of the work, to ensure that the funds aren’t encumbered for a long time with minimal activity.</p> <p>3(a) ensures that the funds are used according to allowable spending purposes under CPA, which defines the terms “community housing” as well as what qualifies as “acquisition,” “creation,” “preservation” and “support” of community housing. The attached Application should, if appropriate, contain specific information about the proposed project such as AMI limits, number of units</p>
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<p>construed to render the TOWN or any elected or appointed official or employee of the TOWN, or their successors in office, personally liable for any obligation under this Grant Agreement.</p> <p>8. <u>Independent Status.</u> The TRUST acknowledges and agrees that it is acting in a capacity independent of the TOWN.</p> <p>9. <u>Indemnification.</u> The TRUST shall indemnify, defend, and hold the TOWN and its departments, committees, officers, employees, and agents harmless from and against any and all claims, demands, liabilities, actions, causes of actions, costs and expenses, including attorneys' fees, arising out of or directly from the TRUST's performance of the Work that is the subject of this Grant Agreement or the negligence or misconduct of the TRUST or its agents or employees.</p> <p>10. <u>Record Keeping.</u> The TRUST shall keep such records with respect to the utilization of the Funds as are kept in the normal course of business and such additional records as may be required by the TOWN. Should the TRUST have multiple funding sources, the TRUST shall track specific expenditures of the Funds separate from other funding sources. The TOWN shall have full and free access to such records and may examine and copy such records. The TRUST further agrees to meet from time to time with the COMMITTEE or its designee(s), upon reasonable request, to discuss expenditures of the Project Funds.</p> <p>11. <u>Successors and Assigns.</u> This Grant Agreement is binding upon the parties hereto, their successors, assigns, and legal representatives. The TRUST shall not assign or otherwise transfer this Grant Agreement, in whole or in part without the prior written consent of the TOWN.</p> <p>12. <u>Termination.</u> This Grant Agreement shall terminate upon the TRUST's final disbursement of all Project Funds and the delivery of copies of any restrictions recorded pursuant to paragraph 6 hereof. In the event that the TRUST fails to fulfill its obligations under the terms of this Grant Agreement as determined by the TOWN, the TOWN shall have the right, in its sole discretion, to terminate this Grant Agreement upon written notice to the TRUST. Upon receipt of such notice, the TRUST shall refund all undisbursed Project Funds to the TOWN, and such funds shall be returned to the CPA account from which the Funds were appropriated.</p> <p>13. <u>Compliance with Laws.</u> The TRUST shall comply with all Federal, State and local laws, rules, regulations and orders applicable to the Work undertaken pursuant to this Grant Agreement. The TRUST or its designees shall be responsible for obtaining any necessary licenses, permits, and approvals required for the performance of such Work.</p> <p>14. <u>Notice.</u> Any and all notices, or other communications required or permitted under this Grant Agreement, shall be in writing and delivered by hand or mailed postage prepaid, or by other reputable delivery service, to the parties at the addresses set forth on page 1 hereof or furnished from time to time in writing hereafter by one party to the other party. Any such notice or correspondence shall be deemed given when so delivered by hand, or if so mailed, when deposited with the U.S. Postal Service or if sent by private overnight or other delivery service, when deposited with such delivery service.</p> <p>15. <u>Severability.</u> If any term or condition of this Grant Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Grant Agreement shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.</p> <p>16. <u>Governing Law.</u> This Grant Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts and the</p>	<p>to be created or supported, etc.</p> <p>3(c) is at the discretion of the CPA grant. The grant could say that no funds can be used for the operation of the trust, or it could use an amount other than 10%.</p> <p>5. This ensures that any housing created using the appropriated Funds will have a perpetual deed restriction attached to ensure affordability. To meet the requirements of CPA, the restriction must be approved and signed by the state's Department of Housing and Community Development.</p>
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TRUST submits to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Grant Agreement.

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

TOWN OF ANYWHERE

TOWN OF ANYWHERE AFFORDABLE

BOARD OF SELECTMEN

HOUSING TRUST

Trustees

TOWN OF ANYWHERE

COMMUNITY PRESERVATION COMMITTEE

10. The Community Preservation Committee needs to be able to maintain proper records of all appropriations to the Housing Trust and the expenditures of the Trust, all of which should be entered on an annual basis into the CP-3 database (see the CP-3 manual for more information on how to enter appropriations to a trust and expenditures by a trust. The Community Preservation Coalition can also provide you with assistance in entering trust data into the state CP-3 database).

12. If the Funds were provided for a specific task (i.e. the acquisition of a specific parcel of land), Section 12 should include a procedure for returning excess funds to the CPA account from which they were appropriated once the project has been completed.