Appendix B – CPA Final Application Form

[CPC Use Only]	Date Received: Nov. 9, 2026	Received By: M Morris	Assigned CPC #: 2028-05

This form may be copied. Please type or print clearly, answer all questions, use "N/A" if not applicable. Use additional paper as needed.

1-A Applicant Information

Last Name: Stanley	First Name: Fran
Organization(s)(as appropriate) Affordable Housing Trust	

1-B Regional Project? YES ☐ NO ■ | If YES, Town/Organization:

2 Submission Date: November 9, 2026

3 Applicant Address

Street: 173 Main Street	City: Groton	State: MA	Zip: 01450

4	Phone: 978-732-1913	Email: fstanley@grotonma.gov

5 CPA Purpose (Check all that apply)

Affordable Housing: ■	Community Housing: ☐	Historic Preservation: ☐
Open Space: ☐	Recreation: ☐	

As per MA General Law Chapter 44B, proposed historic projects that are not on the structures listed on the state's Registry of Historic Places require a determination by the Groton Historic Commission that the proposed project is of historic significance.

6 Town Committee or Boards Participating: Affordable Housing Trust

7 Project Address/Property Owner's Name: unspecified

8 Project Name: FY28 Housing Funds Request

9 Additional Responsible Parties (If applicable)

Role (specify)	Name	Address	Phone	Email
Property/Site Owner				
Project Manager				
Lead Architect				
Project Contractor				
Project Consultants				
Other:				
Other:				

10 As appropriate, indicate if proposal requires:

P&S Agreement: ☐ Deed: ☐ Option Agreement: ☐ Memorandum of Understanding: ☐
Other: ☐ Describe:

11-A Assessor Info (Map/Block/Lot ID(s)):

11-B Tax Classification Type:

12 Permits required:

Zoning: ☐ Historic Preservation: ☐ Other: ☐

13 Historic Commission Approval Signoff (When Required): | Date:

14-A Project Cost: $ unspecified Estimate: ☐ Professional Quote: ☐

14-B Requested from CPC: $ 400,000 14-C Committed from OTHER Source: $

If applicable:

Annual Anticipated Total Income: $

Annual Anticipated Total Expense: $

Anticipated Net Income (Loss): $

Name of Estimator/Company:

15 CCP Objectives - Use CODES from Section 5 to indicate all that apply

See attached sheet.

16 Project Timelines

Proposed State Date:	Projected Complete Date:
unspecified	unspecified

17

Estimated Delivery Date of Completion Report to CPC:
reporting as per grant agreement

18 Project Description and Explanation (Attach Additional Sheets as Needed)

See attached sheet.

19 Feasibility

This grant application describes a strategy by the Affordable Housing Trust to create affordable housing. An accumulation of funds that will be accessible to the Trust to respond to an opportunity to purchase land or create affordable housing is feasible as this approach has been used with success by municipal housing trusts in other municipalities across the Commonwealth to create affordable housing. Further, a similar approach has been used with success by conservation commissions both in Groton and other municipalities to protect conservation resources.

20 List of Attachments

Housing Trust Financial Information
Sample Grant Application

21 Additional Information

Letters of support will be referenced here.

22 Management Plan

See attached sheet.

23 Signature

Applicant Signature:	Date: November 9, 2026
Co-Applicant Signature:	Date:
Co-Applicant Signature:	Date:

FY28 Housing Funds Request

Appendix B – CPA Final Application November 12 Submission

#15. Community Plan Objectives

Funds received through this application will meet both community housing plan objectives.

5.2.1 Encourage diversity of housing types for a range of income levels and ages –

Provide housing for people with disabilities.

Use CPA funds to address broader range of affordable housing needs, even if the CPA assisted units do not qualify for Chapter 40b requirements.

Note: New affordable housing is built to current code which has a number of requirements designed to improve accessibility even for small builds of 1, 2, or 3 units. However, larger multi-family developments have much more extensive accessibility requirements. All of this can be beneficial to people with disabilities and can overall improve the likelihood that a person will be able to 'age in place'.

5.2.2 Improve municipal facilities and infrastructure, considering energy conservation, technology and ADA compliance.

Note: All new housing including all affordable housing must be built to the requirements of the building code which contains features that conserve energy. However, if a larger multi-family development is built, then those units are almost always built to passive house standards which are highly energy efficient.

In addition, the construction of affordable housing may come with an improvement to or extension of municipal infrastructure such as town water and sewer which can provide a benefit to the town and nearby properties.

#18 Project Description and Explanation

With this application, the Affordable Housing Trust is following its strategy of making annual CPC applications to increase its existing reserves. Housing costs for all housing types continue to markedly increase. With these market conditions, a growing segment of the population is cost burdened. With this exacerbation, the affordability crisis is said to be 'climbing the income ladder'. While the Trust is applying for funds that can be used for any and all allowable CPC community housing purposes, our current focus is on the creation of new affordable units.

Given the high cost of housing together with limited local funds, the Affordable Housing Trust hopes to attract significant outside funding by working with a community development organization to build a multifamily rental development that will qualify for tax-credit financing.

In order to win the competitive tax credit funding for the project, the Affordable Housing Trust will need to make a meaningful contribution of local funds both to demonstrate the Town's support for the project and to cover some ancillary construction costs. With a tax credit funded development, our town can create a significant number of affordable housing units by leveraging our relatively modest contribution to secure favorable financing and large amounts of federal and state grants.

The Trust appreciates the Community Preservation Committee's past support for the Trust's CPC applications. It is not easy or quick to create affordable housing. The Trust continues to do the work and requires financial reserves to be effective.

#22 Management Plan

The Trust will maintain regular contact with the CPC liaison, coordinate vendors and service delivery in accordance with public procurement law as well as the Trust's own fiduciary duties under its Deed of Trust. Due diligence by the Trust will include verification of invoices and approval of the same.

As a municipal trust, the Affordable Housing Trust will be able to consult with Groton's Chief Procurement Officer, Town Accountant, Town Treasurer, and Town Counsel for guidance with respect to current legal obligations in the areas of procurement, accounting, and banking.

The Trust offers to enter into a grant agreement with the Select Board which will provide the Town with access to additional information about Trust activities and expenditures. There are also built in safeguards to protect the Town.

The Community Preservation Coalition considers a grant agreement to be a best practice when granting funds to municipal housing trusts. Note that a substantially similar grant agreement has been executed for the past four grant cycles. Please refer to the attached sample grant agreement for details.

Application Number 2028-05
FY28 Housing Funds Request
Attachment

Housing Trust Financial Information

Current Funds available to the Housing Trust

FY22 CPC Site Assessment (originally $75,000)	$34,889.73*
Unrestricted funds	$328,745.93**
Kiley donation (for soft costs)	$50,000
FY24 CPC Funds	$200,000
FY25 CPC Funds	$400,000
FY26 CPC Funds	$200,000
FY27 CPC Funds	$100,000
Total	$1,313,635.66***

* As of September 30, 2026. Note that there is a current discussion between the CPC and the Affordable Housing Trust about whether to close out this project as there has been little to no activity for the past year.

** Note that the Trust has made a commitment of $200,000 for capital improvements for the Sandy Pond Apartments conditioned on the Groton Housing Authority making other necessary arrangements to preserve these 9 units of affordable family housing. If those conditions are met, the Trust will donate $200,000. While there is some justification for using CPC funds for this purpose, the Trust may decide to draw from its non-CPC funding.

*** Expectancy. The Trust has not received it yet, but there is a possibility of a $100,000 donation from Routhier & Roper Gratuity Road, LLC related to their new subdivision planned for 63 Gratuity Road.

TOWN OF GROTON

COMMUNITY PRESERVATION ACT

AFFORDABLE HOUSING GRANT AGREEMENT

THIS GRANT AGREEMENT (this "Agreement") made this ___ day of _____, 2027, is by and between the **Town of Groton**, a municipal corporation duly organized under the laws of Massachusetts and having its usual place of business at 173 Main Street, Groton, Massachusetts 01450, acting by and through its Select Board (the "Town"), and the **Town of Groton Affordable Housing Trust**, established pursuant to M.G.L. c. 44, Section 55C, and under Declaration of Trust recorded with the Middlesex Southern District Registry of Deeds in Book 58159, Page 199, and having its usual place of business at 173 Main Street, Groton, Massachusetts 01450, acting by and through its Board of Trustees (hereinafter, the "Trust"). The Town and the Trust are together the "Parties" and individually a "Party."

WITNESSETH:

WHEREAS, the Town's Community Preservation Committee (the "Committee"), invited the submission of proposals for grants of funds for purposes consistent with the Community Preservation Act ("CPA"), M.G.L. c. 44B;

WHEREAS, the Trust submitted a proposal for funding for purposes of pursuing affordable housing opportunities in the Town of Groton in accordance with M.G.L. c. 44, Section 55C, the Trust's Declaration of Trust, and the Town's Bylaws (the "Project"), and the Committee reviewed the Project and recommended that the Groton Town Meeting vote on appropriating the funds described in this Agreement for the purposes of the Project;

WHEREAS, the Groton Town Meeting voted on _____, under Article ___ (the "Article") to appropriate _____ ($xxx,xxx) from the Town's Community Preservation Fund Community Housing Reserves Account and or the Unallocated Reserves Account (the "Funds");

WHEREAS, the purpose of this Agreement is to ensure that the Funds are used for the acquisition, creation, preservation, and support of community housing as defined by the CPA; and

WHEREAS, the Town's Select Board has conferred with the Committee concerning the terms of this Agreement, and both have approved the terms of this Agreement.

NOW THEREFORE, the Town and the Trust agree as follows:

1. Contract Documents. The Contract Documents consist of this Agreement, the CPA application approved by the Committee dated _____, 2027 (the "Application", copy attached as "Exhibit A"), and the Article (copy attached as "Exhibit B"). The Contract Documents constitute the entire agreement between the Parties.

2. Term. This Agreement shall remain in effect for as long as the Trust holds the Funds or any portion of the Funds.

3. The Project. The Project shall be as described in the Application, modified by the following conditions:

(a) The Funds shall be expended pursuant to this Agreement and shall be limited to the allowable spending purposes as defined under the CPA.

(b) Not later than March 15 and September 15 of each year during the Term, the Trust shall provide the Committee with a written update on its progress regarding the Project.

(c) Not more than ten percent (10%) of Funds may be used for expenses related to the administration and operation of the Trust.

(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 not created with CPA funds.

(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.

(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.

(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 Project expenses proportionate to the part of the Project that will qualify as such community housing. 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.

4. Contact. The Trust shall identify in writing a contact person responsible for the administration of the Project.

5. Restriction. 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 M.G.L. c. 184 and M.G.L. c. 44B, Section 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.

6. Funding. The Town shall pay the Trust the Funds within 30 days of the execution of this Agreement. The Trust shall manage the Funds in accordance with its Declaration of Trust.

7. Limitation of Liability. The Town's liability under this Agreement shall be to make the payment specified in Paragraph 6 and the Town shall be under no further obligation or liability. Nothing in this Agreement shall be 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 Agreement.

8. Record Keeping. 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 Funds.

9. Successors and Assigns. This Agreement is binding upon the Parties, their successors, assigns, and legal representatives. The Trust shall not assign or otherwise transfer this Agreement, in whole or in part, without the prior written consent of the Town.

10. Termination. This Agreement shall terminate upon the Trust's final expenditure of the Funds and the delivery of copies of any restrictions recorded pursuant to Paragraph 5. In the event that the Trust fails to fulfill its obligations under the terms of this Agreement as determined by the Town, the Town shall have the right, in its sole discretion, to terminate this Agreement upon written notice to the Trust. Upon receipt of such notice, the Trust shall refund all unexpended Funds to the Town, and such funds shall be returned to the CPA account from which the Funds were appropriated.

11. Compliance with Laws. The Trust shall comply with all Federal, State and local laws, rules, regulations and orders applicable to the Project.

12. Notice. Except as otherwise provided in this Agreement, any notices given under this Agreement shall be addressed as follows:

If to the Town:

Town of Groton
173 Main Street
Groton, MA 01450
ATTN: Town Manager
Email: townmanager@grotonma.gov

If to the Trust:

Affordable Housing Trust
173 Main Street
Groton, MA 01450
ATTN: Housing Coordinator
Email: fstanley@grotonma.gov

Notice shall be deemed given: (a) two (2) business days after the date when it is deposited with the U.S. Post Office, if sent by U.S. first-class or certified mail; (b) one (1) business day after the date when it is deposited with an overnight courier, if next business day delivery is required; (c) upon the date personal delivery is made; or (d) upon the date when it is sent by email, if the sender receives reply email confirming such delivery has been successful and the sender mails a copy of such notice to the other Party by U.S. first-class mail on such date.

13. Severability. If any term or condition of this 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 Agreement shall not be deemed affected thereby unless one or both Parties would be substantially or materially prejudiced.

14. Governing Law. This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts and the Trust submits to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Agreement.

15. Execution in Counterparts. This Agreement may be simultaneously executed in several counterparts each of which shall be an original and all of which shall constitute but one and the same instrument.

[Signatures on next page].

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the day and year first above written.

Town of Groton

Mark Haddad, Town Manager,
Duly Authorized by a vote of the Groton Select Board on _____, 2027.

Groton Affordable Housing Trust

Becky Pine, Chair,
Duly Authorized by a vote of the Groton Affordable Housing Trust Board of Trustees on _____ , 2027

Acknowledged By:

Groton Community Preservation Committee

Richard Hewitt,
Duly Authorized by a vote of the Groton Community Preservation Committee on _____, 2027