

Meeting Agenda - Minutes Worksheet

Team Name: Upton Affordable Housing Trust
 Meeting Purpose: General Business Meeting
 Chairman: Jim Brochu
 Date, Time, Location: Monday, 23 March 2015 // Upton Town Hall, Conference Room G07 // 7:00PM
 Meeting Number: #3-2015.03
 Members Present: Dick Desjardins, Bob Fleming, Ken Picard, Jim Brochu
 Minutes Status: **Approved**

Agenda Item / Topic	Presenter	Discussion / Conclusion	Action / Responsibility
Call Meeting to Order / Review the Agenda	Chairman	The meetings was called to order at 7:28 PM The agenda was reviewed and approved.	Informational
Approval of Previous Meeting Minutes	Chairman	A motion was made to approve the minutes of meeting #1-2015-01 as submitted. The motion was seconded. The motion was voted, the motion passed 4 - 0.	Ken will submit approved meeting minutes to the Town Clerk.
Provide overview of CMRPC training session on affordable housing trusts	Dick Desjardins	Dick was final able to attend a training session. Dick's two biggest take away are: <ol style="list-style-type: none"> 1. Communities that reach the goal of have a level of 10% affordability within the community do not need approve 40B affordable housing projects. 2. Communities are losing affordable housing units for two reasons: (1) not having the right type of deed restriction. (2) Not having the staff capability to track, monitor, and enforce affordability requirements. 	Informational

<p>Overview of services offered by Habitat International</p>	<p>Mr. Howard Drobner, Worcester Board President</p>	<p>Howard introduced himself and his background.</p> <ul style="list-style-type: none"> • Habitat is divided into regional districts; Upton would be located in the Great Worcester region. • Majority of units are located within the city of Worcester. • Habitat has a restore facility in Worcester located on Millbrook Street. The purpose of the store is to sell gently using or donated used items. The revenue takes care of store expenses and provides revenue to build affordable housing within the Great Worcester district. • Currently building 4 units within Wayland. Land donated by community, zoning variances requested by Habitat, planning and building by Habitat. <ul style="list-style-type: none"> ○ Units will have a 30 year mortgage – 0% interest ○ 1200sf, 2 -4 bedroom ○ Build homes and look for families simultaneously. ○ Strives to generate community involvement & engagement. ○ Build out rate is one building per year. <p>The Habitat power point presentation is attached at the end as exhibit #1.</p>	<p>Informational</p>
<p>Review Trust Agreement</p>	<p>Chairman</p>	<p>Jim asked the committee if everyone had a chance to review the proposed trust agreement for the transfer CPC funding. Jim noted that the agreement is written in a way that would require a new agreement for ever transfer. The once the proposed agreement is approved by the BoS and the CPC it could be used as a template for future transfers. A motion was made to forward the grant agreement to the CPC for their review, comment, and use. The motion was seconded. The motion was voted, the motion passed 4 – 0</p> <p>The trust agreement is attached at the end as exhibit #2.</p>	<p>Dick will forward the document to the CPC. Jim will follow up with the CPC.</p>
<p>CMRPC Feedback Regarding Similar Town Associations</p>	<p>Chairman</p>	<p>This subject was not discussed.</p>	<p>Informational</p>

<p>Annual Town Report Contribution</p>	<p>Chairman</p>	<p>The chair informed the committee that he submitted an activities report to the Town Manager for the Town annual report.</p> <p>The report is attached at the end as exhibit #3.</p>	<p>Informational</p>
<p>Other Topics Not Reasonably Anticipated</p>	<p>Chairman</p>	<p>The committee discussed the importance of having an affordable housing coordinator as a staff member.</p> <p>Ken informed the committee that the Town of Sudbury shares a person with abutting towns. This information was provided at a Local Community Affordable Housing Committee a number of years ago.</p>	<p>Ken will discuss with CMRPC to provide a locate contact and/or other options.</p>
<p>Next Meeting Look Ahead</p> <ul style="list-style-type: none"> • Location • Date & Time • Topics 	<p>Chairman</p>	<p>The next meeting will take place in the Town Hall, Conference Room G07. Monday, 20 April 2015 at 7:00PM.</p> <p>Review and discuss Trust Agreement, Housing Coordinator, and Habitat action.</p>	<p>Jim will generate an agenda and confirm a meeting location.</p> <p>Ken will post a meeting notice with the Town Clerk.</p>
<p>Adjourn the Meeting</p>	<p>Chairman</p>	<p>The meeting was adjourned at 8:46PM</p>	<p>Informational</p>

Exhibit 1: Habitat Power Point Presentation



What will *you* build?

UPTON, MASSACHUSETTS
COMMUNITY PRESERVATION ACT
GRANT AGREEMENT FOR
UPTON AFFORDABLE HOUSING TRUST

This GRANT AGREEMENT (this “Agreement”) is made on this ____ day of _____, 2015, by and between the Town of Upton, a municipal corporation duly organized under the laws of Massachusetts and having its usual place of business at Upton Town Hall, One Main Street, Upton, MA 01568, acting by and through its Board of Selectmen (the “Town”), and Robert J. Fleming, James A. Brochu, Ken E. Picard, Richard Desjardins and Amanda Graham, Trustees of the Upton Affordable Housing Trust (the “Grantee”), established under Chapter 23 of the Upton Bylaws, having an address of One Main Street, Upton, MA 01568.

WITNESSETH:

WHEREAS, the Grantee is an affordable housing trust organized under the provisions of G.L. c. 44, §55C by the vote taken under Article 11 of the 2012 Annual Town Meeting, as amended by the vote taken under Article 10 of the 2013 Annual Town Meeting;

WHEREAS, the Upton Community Preservation Committee (the “CPC”) invited submission of proposals for grants of funds for purposes consistent with the Community Preservation Act, G.L. c. 44B (the “Act”); and

WHEREAS, the Grantee submitted a proposal in response thereto (the “Proposal”), and the CPC reviewed and approved the Proposal and recommended that Town Meeting vote to appropriate from the Community Preservation Act Fund – Community Housing Reserve Account, the sum of \$200,000.00 to be used for the acquisition, creation, and/or support of community housing, all as set forth more particularly in the Proposal (the “Project”); and

WHEREAS, the Upton Town Meeting thereafter appropriated the funds recommended by the CPC for the Project and authorized the Town to enter into a grant agreement with the Grantee for the purposes set forth in the Project.

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

1. Funding. As recommended by the CPC under Article 12 of the November 18, 2014 Special Town Meeting, and as appropriated by said Town Meeting, the Town shall grant to the Grantee the sum of \$200,000.00 (the "Funds") on the condition that the Grantee shall use the Funds only for the purposes of the Project, as set forth more particularly in the Proposal and documents attached thereto, and in accordance with the terms of this Agreement (collectively, the "Project Documents").

2. Conditions.
 - a) The Grantee agrees to use the Funds for the acquisition, creation, and/or support of community housing. Grantee shall grant or obtain an affordable housing restriction on land and any and all housing units that are acquired, created, and/or supported by the use of such Funds (the "Funds"), which restriction must (a) require that the Funds must be used for the sale or rental of community housing to households earning no more than eighty percent (80%) of the Area Median Income, (b) survive foreclosure, (c) contain terms satisfactory to the Town and run to the benefit of and be enforceable by the Town in perpetuity, and (d) be approved by the Department of Housing and Community Development ("DHCD") under G.L. c. 184, Sections 31-33 and the Local Initiative Program, ensuring that the Funds are used for the purposes set forth herein and the community housing created with said Funds are subject to a perpetual affordable housing restriction and are counted in the Town's Subsidized Housing Inventory (the "Restriction"). The Restriction shall be conveyed to the Town free of mortgages, liens and other encumbrances or restrictions that would interfere with the use of the Property for community housing. All mortgages on the Property, if any, shall have been subordinated to the Restriction. The Grantee shall record the foregoing Restriction prior to releasing the Funds.

- b) The Grantee shall seek the approval of, and work closely with, the Town of Upton _____ in the implementation of the Project.
3. Contact. The Grantee shall identify in writing a contact person responsible for administration of the Project and a second person, authorized to act if the contact person is unavailable.
 4. Liability of the Town. The Town's liability hereunder shall be to make the payment specified in Section 1 of this Agreement, provided that the conditions set forth in Sections 2 are followed, 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, or permit the Grantee to act on behalf of the Town or to bind the Town as an agent, employee, or representative, it being agreed that the Grantee is an independent contractor.
 5. Indemnification. The Grantee shall indemnify, defend, and hold the Town and its departments, officers, employees, servants 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 relating to the Grantee's performance of the Project, the condition of the Property, or the negligence or misconduct of the Grantee or the Grantee's agents or employees.
 6. Inspections and Reports. The Grantee shall provide the Town with progress reports at six (6) month intervals (or as often as the Town may reasonably request) beginning sixty (60) days from the date of the signing of this Agreement for as long as the Funds remain unexpended, and with final notification within thirty (30) days after the Project has been completed. The Town reserves the right to require supplementary information from the Grantee regarding the quarterly reports or final notification. The Town shall have the right, upon reasonable request, to inspect the work of the Grantee, including the right to enter the Property.
 7. Record Keeping. The Grantee agrees to keep, for a period of six (6) years after the Project is completed, such records with respect to the utilization and the proceeds of this Agreement as are kept in the normal course of business and such additional records as may be required by the Town or the CPC. The Grantee further agrees to make these records available to the Town upon request.

8. Successors and Assigns. This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. The Grantee shall not assign, subcontract or otherwise transfer this Agreement or its rights hereunder, in whole or in part, without the prior written consent of the Town.

9. Termination. In the event the Grantee fails to fulfill all obligations under the terms of this Agreement, as determined by the Town, and such failure is not cured within forty-five (45) days after the Town has given written notice to the Grantee specifying such failure, the Town shall have the right, in its sole discretion, to terminate this Agreement upon written notice to the Grantee. Upon receipt of said termination notice, the Grantee shall cease to incur additional expenses in connection with this Agreement. Upon termination, the Town shall be free to pursue any rights or remedies provided within this Agreement, including without limitation, recapture of Funds as set forth in Section 10 below. Upon the expiration or earlier termination of this Agreement, all rights and obligations of the parties hereunder shall expire and be of no further force and effect, except that the provisions of Sections 2(a), 5, 6, 7, 10, 11 and 14 shall survive said expiration or earlier termination.

10. Return of Funds. In the event the Grantee fails to fulfill all obligations under the terms of this Agreement and this Agreement is terminated pursuant to Section 9, any Funds granted to the Grantee under this Agreement and not yet expended shall be returned forthwith to the Town without further expenditure thereof. If the Grantee fails to fulfill its obligations under the terms of this Agreement as a result of negligent or intentional acts or omissions of the Grantee, its agents, employees, contractors or invitees, the Grantee shall be liable to repay to the Town the entire amount of the Funds provided under this Agreement, and the Town may take such steps as are necessary, including legal action, to recover such funds. Any Funds so returned or recovered shall be placed in the Town's Community Preservation Act Fund. In the event that the Town takes legal action under this Agreement, the Grantee shall pay any and all costs, including reasonable attorneys' fees, expended for the enforcement of this Agreement.

11. Compliance with Laws. The Grantee shall comply with all federal, state and local laws, rules, regulations and orders applicable to the Project, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits, and approvals required in connection with the Project. No local permit or license is waived by the award of this grant.

12. Notice. Any and all notices, or other communications required or permitted under this Agreement, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service, to the parties at the addresses set forth on page 1 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, 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.

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 the 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 Grantee submits to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Agreement.

[Signature Page Follows]

Exhibit 3: Annual Report

The Upton Affordable Housing Trust was approved by the Massachusetts Office of the Attorney General in September 2013 following a vote at the May 2012 Annual Town Meeting to add Chapter 23 entitled Upton Affordable Housing Trust Fund to the General By-Law and a May 2013 Annual Town Meeting vote to change the number of members from seven to five.

The purpose of the Upton Affordable Housing Trust shall be to provide for the preservation and creation of affordable housing in the Town of Upton for the benefit of low and moderate income households. The Trust shall be governed by Trustees in accordance with Massachusetts General Laws Chapter 44, Section 55C and the authority granted and amended accordingly by Town Meeting.

The members held their first meeting in October and recommended that the Trust request \$200,000 from the CPA affordable housing account at the Special Town Meeting held on November 18, 2014. The motion passed and the requested amount was approximately half of the balance available. The Trust felt the amount was reasonable enough to perform action if an opportunity presents itself. As the Trust moves forward, and if the need arises, a transfer of a determined amount could be requested and made annually from the CPA affordable housing account to the Trust.

The members will focus on the creation of a Grant Trust Agreement and educating themselves with other commissions and agencies. It is their intent to invite at upcoming meetings the Central Mass Regional Planning Commission, Massachusetts Housing Partnership, Habitat for Humanity, Community Preservation Committee and other boards or commissions to explore the best opportunities and direction for Upton.

Respectfully submitted,

James A. Brochu, Chairman