



DON P. JOHNSON
TOWN MANAGER

TOWN OF ACTON

TOWN HALL

472 MAIN STREET
ACTON, MASSACHUSETTS 01720

TELEPHONE (617) 264-9612

ACHC

BOARD OF SELECTMEN

WILLIAM F. WEEKS, CHAIRMAN
CHARLES E. KOSTRO, JR., VICE CHAIRMAN
NANCY E. TAVERNIER, CLERK
F. DORE HUNTER
DONALD R. GIBERTI

June 10, 1988

727-0494

Mr. David Lawson
Municipal Advance Program
Mass Housing Partnership
100 Cambridge Street
Boston, MA 02202

Dear Mr. Lawson:

The Town of Acton is submitting a request to the Municipal Advance Program for funding to hire a Partnership Planner. The Planner will serve four communities - Groton, Concord, Westford and Acton. Acton will serve as the lead community. The total grant request is for \$30,000.00. Listed below is the scope of services to be performed by the Partnership Planner.

SCOPE OF SERVICES

1. Provide technical and organizational assistance to the Local Housing Partnership
2. Organize workshops
3. Develop and implement community education and public relations programs
4. Assist in development of goals and guidelines leading to RFP and project review procedures
5. Disseminate information to Local Housing Partnership
6. Create a delivery mechanism for each town by utilizing each community based non-profit entity
7. Planner will be available for new LHP communities

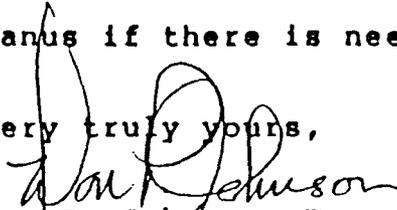
Enclosed please find a proposed budget which will be shared by all four communities. Listed below are the contact persons for each of the towns.

ACTON - Naomi McManus - 263-5339
GROTON - Jeff Wallens - 603-883-1587
CONCORD - Judith Chanoux - 369-8454
WESTFORD - Bob Halpin - 692-5500

Naomi McManus, the Executive Director of the Acton Housing Authority and the Secretary of the Acton Community Housing Corporation will have the direct daily supervision of the Partnership Planner.

Please feel free to contact Naomi McManus if there is need for further information.

Very truly yours,


Don P. Johnson, Town Manager

acs
58a

cc: Groton Selectmen
Jeff Wallins
Concord Selectmen
Judith Chanoux
Westford Selectmen
Bob Halpin

ACTON COMMUNITY HOUSING CORPORATION

BOX 681

ACTON, MASSACHUSETTS, 01720

263-2806

February 4, 1991

Ms. Lynn Duncan
Town Planner
Wilmington Planning Department
Town Hall
121 Glen Road
Wilmington, Ma. 01887

Dear Lynn:

Enclosed please find the vouchers which identify the expenses charged to the Annual Operating Budget for the Partnership Planner, Byran Wyatt, shared by the towns of Acton, Westford, Wilmington and Billerica. I have provided a copy of the last page of the contract signed by all the towns identifying the anticipated budget expenses.

Listed below are the expenses that were charged to the 1990 Annual Operating Budget for the Partnership Planner.

<u>Travel</u>	<u>supplies/materials</u> (conferences)	<u>telephone</u>	<u>stamps</u>	<u>copier</u>
\$69.08	\$60.00	\$ 79.40	\$25.00	\$400.00
\$72.16	\$45.00	\$ 87.76	\$25.00	
\$83.38	\$300.00	\$ 81.81	\$25.00	
\$74.14	\$25.00	\$140.01	\$25.00	
\$65.34	\$35.00	\$ 74.88	\$25.00	
\$79.42	\$45.00	\$104.01		
\$48.40		\$ 65.18		
\$93.06		\$ 90.44		
\$111.54		\$ 91.52		
\$95.92		\$128.85		
\$99.66		\$ 70.81		
<u>\$110.00</u>		<u>\$ 75.45</u>		
\$1002.10	\$510.00	\$1090.20	\$125.00	\$400.00

Please note that the expenses incurred by Bryan for attending professional workshops/conferences were covered in the use of a bottom line of the budget. Should you need to discuss any of the information that I have provided please feel free to contact me directly. I have copied Wilmington's first payment of \$ 782.50

for your information. Thank you in advance for your personal attention in processing Wilmington's final payment of \$782.50.

Sincerely,

Naomi E. McManus
Clerk,
Acton Community Housing Corporation

EXHIBIT

MHP MUNICIPAL ADVANCE PROGRAM
PARTNERSHIP PLANNER/PROJECT MANAGER
APPLICATION COVER SHEET

LEAD COMMUNITY Town of Acton

CONTACT PERSON/TITLE Betty McManus, Acton Community Housing Corporation

ADDRESS Box 681, Acton, MA 01720 TELEPHONE 263-4776

APPLICATION TYPE: SINGLE COMMUNITY PARTNERSHIP PLANNER

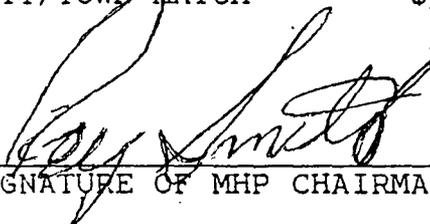
MULTI-COMMUNITY PROJECT MANAGER

PROJECT SUMMARY:

The Partnership Planner will act as an administrative and
technical assistant to local housing partnerships in the process of
affordable housing development. The planner will be a contract consultant.

MAP FUNDING REQUESTED \$ 20,000
CITY/TOWN MATCH \$ 5,000 Westford, 3,000 Acton

FOR LEAD COMMUNITY



SIGNATURE OF MHP CHAIRMAN

Roy Smith

TYPED NAME

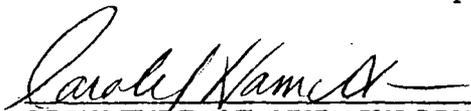


SIGNATURE OF CHIEF EXECUTIVE

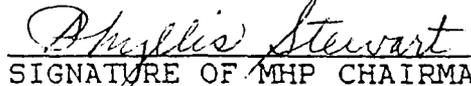
Nancy E. Tavernier

TYPED NAME

FOR MEMBER COMMUNITIES



SIGNATURE OF MHP CHAIRMAN



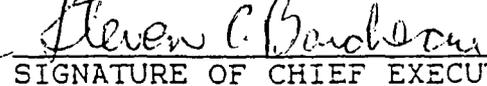
SIGNATURE OF MHP CHAIRMAN



SIGNATURE OF MHP CHAIRMAN



SIGNATURE OF CHIEF EXECUTIVE



SIGNATURE OF CHIEF EXECUTIVE



SIGNATURE OF CHIEF EXECUTIVE

MEMORANDUM OF UNDERSTANDING AMONG THE
BOARDS OF SELECTMEN OF THE TOWNS OF

ACTON, WILMINGTON BILLERICA AND WESTFORD

OUTLINING THE POSITION OF A SHARED PARTNERSHIP PLANNER

This memorandum formally sets forth the relationship among the towns of Acton, Wilmington, Billerica and Westford in their employment of a shared partnership planner.

I. The towns agree:

1. To contract the services of a shared partnership planner for the period of January 2, 1990 to January 1, 1991.
2. To consider the shared planner to be hired as a Consultant of the Town of Acton and will not be entitled to any benefits.
3. That the Town of Acton will provide office space, and business equipment to support the work of the shared planner. The telephone expense and other budgetary items will be shared with the towns of Wilmington, Billerica and Westford.
4. To establish a steering committee comprised of the designee of each local housing partnership/Board of Selectmen. This committee will be responsible for overseeing the work program for the shared planner.
5. The planner will seek the advise and consent of the steering committee and the MHP Regional Director where the magnitude or course of the development of a project forces a change in its completion or in a conflict of time.
6. The steering committee meetings will be held every month unless otherwise specified by the steering committee.

II. The Town of Acton herein agrees to act as the Shared Partnership Planner's sponsoring town and:

1. To consider the planner as a Contract Consultant without benefits.
2. To oversee the financial operation of the program including but not restricted to, accepting contributions, paying any and all bills incurred within the bounds of the program's budget, and keeping proper records.

3. To reimburse the planner for travel at a rate of 22 cents per mile and expenses related to and required for the performance of duties as provided by the steering committee.

III. The Administrative Assistant shall:

1. Act in accordance with the personnel policies and practices of the Town of Acton except where noted differently herein.
2. Develop and implement a work program in consultation with and subject to the approval of the steering committee and the MHP Regional Director.
3. Provide the Boards of Selectmen/Local Housing Partnership with a monthly report detailing progress and topics of interest to the particular town.
4. Submit vouchers monthly to the Town of Acton for reimbursement for travel and other program expenses.
5. Refrain from making public statements concerning the towns' affairs without prior approval of the respective Boards of Selectmen/Housing Partnerships.
6. Carry out the duties and responsibilities under the conditions set forth in the job description and this agreement.

FOR THE BOARDS OF SELECTMEN

Town of Acton Nancy E. Tavernier Chairman
Town of Westford Steven C. Barber Chairman
Town of Wilmington Robert H. ... Chairman
Town of Billerica Thomas ... Chairman

Shared Partnership Planner

ACTON COMMUNITY HOUSING COPORATION
MISSION STATEMENT

Background

The ACHC was incorporated by the Board of Selectmen as a direct result of the formation of the Housing Task Force to study the need for affordable housing and to recommend procedures for the implementation of the Town's Affordable Housing policy. The general affordable housing objectives of the ACHC have the approval of the Board of Selectmen, Town Manager, Zoning Board of Appeals, Planning Board, Conservation Commission, and other applicable Town Boards, Committees, and Agencies.

Responsibilities

The Board of Selectmen and the Town Manager, with the concurrence of the aforementioned Boards, Commissions, and Agencies have delegated certain defined responsibilities and functions to the ACHC. These include, but are not necessarily limited to, the following.

The ACHC will act as the Town's initial contact with developers of proposed affordable residential housing projects which are site-specific and for which the developer has indicated an intention to request an increase in allowed density or other variances in return for said provision of affordable housing. In this context, the ACHC will serve as a preliminary negotiating agency.

The ACHC may also initiate action intended to create affordable residential housing projects. In this context the ACHC will work to create a specific project consistent with Town policy.

Procedures

In fulfillment of this mission the Acton Community Housing Corporation will follow the course as outlined below.

The ACHC will forward its project specific preliminary recommendations and conclusions to each of the above mentioned Boards, Commissions and Agencies with a request for comments from each.

Comments will be reviewed with ACHC's Consultant, Project Proposers and the Authors of the comments. Following the review process by a majority vote of its Board of Directors, the ACHC will issue project specific recommendations which will be distributed to the Board of Selectmen and other appropriate designated town agencies.



TOWN of BILLERICA

Planning Board Office

BILLERICA, MA 01821

Telephone 671-0962

Peter Kennedy, Town Planner

DRAFT SUGGESTIONS FOR WORK PLAN

I have listed below a number of tasks which I feel should be included in the work plan for the shared partnership planner position. I have not had an opportunity to discuss specifically each item with the Town Administrator so the list should be considered a draft. I have sent a copy of the town's Housing Strategy Plan referenced under the second item below to Brian Wyatt for his review.

1. Assist Billerica with overseeing development and affordable housing project on town owned lands. (Old Fire Station Site, Rangeway Rd.site, etc.)
2. Assist the town in the implementation of selected recommendations of the town's Housing Strategy Plan completed in June 30,1988 as part of the town's Growth Management Plan.
3. Assist the Billerica Housing Partnership Committee along with other town Boards and Committees and Commissions in evaluating affordable housing proposals from private developers.
4. Assist the town in developing local initiatives and programs which will generate more affordable opportunities.
5. Act as a intermediary and troubleshooter between the town and the state on site specific projects.
6. Provide the Billerica Housing Partnership along with other town boards, committes and commissions with information on other local affordable housing programs and on how they might best work for Billerica.

Peter Kennedy *PK*
Town Planner

cc: Paul Talbot, Town Administrator

**APPENDIX C
MEMORANDUM OF AGREEMENT**

ACTON WORKPLAN - SHARED HOUSING PARTNERSHIP PLANNER

TASK: Principal Coordinator of Local Housing Partnerships

- * Coordinate local partnership's public education and outreach activities,
- * Assist member communities in developing strategies to encourage balanced development of affordable housing,
- * Attend relevant local board meetings in order to inform members of the partnership's activities and goals as well as applicable state affordable housing programs.

TASK: Coordinator of the Affordable Housing Development Process

- * Initiate and coordinate the development of affordable housing, where applicable,
- * Review all development proposals to determine their compliance with state and partnership guidelines,
- * Provide technical assistance to membership communities and housing developers in all stages of the development process.

TASK: Administrative and Technical Assistance Staff Person for Partnerships and Their Communities

- * Coordinate monthly meetings and circulate minutes and meeting notices,
- * Research community housing needs, town zoning bylaws, and other information on housing issues.
- * Maintain partnership mailing lists and other relevant files,
- * Review partnership goals, activities, and accomplishments on a ongoing basis.

WESTFORD AFFORDABLE HOUSING COMMITTEE

PARTNERSHIP PLANNER PROGRAM

1990 WORKPLAN

- * Serve as technical resource person to the Affordable Housing Committee (WAHC) in its discussions and negotiations with housing developers,
- * Assist in the potential development of housing on town owned land, and act as project manager for this development,
- * Establish a rating system for evaluating affordable housing proposals in terms of their consistency with local need and objectives,
- * Research and develop an inclusionary zoning program to create affordable housing,
- * Assist in the marketing of housing units in the Haystacks Estates HOP development,
- * Provide administrative support to the WAHC such as, minutes, reports, correspondence, and the writing of grants.

Shared Housing Planner Position

Town of Wilmington Proposed Scope of Work

The following activities have been generally identified as tasks that the Shared Housing Planner would provide assistance on, under the general direction of the Wilmington Planning Director and the Wilmington Affordable Housing Task Force (AHTF). A more complete list of tasks will be developed when details on hours of service under the contract is finalized.

1. Shawsheen River Estates HOP Buyer Selection Process

The Shared Housing Planner will assist the AHTF in establishing procedures for a lottery to select eligible buyers for the HOP units in Shawsheen River Estates.

2. Local Initiative Program

The Shared Housing Planner will assist the AHTF in exploring the possibility of initiating the development of scattered site affordable housing units under the new provisions for the local initiative support program (as set forth in the new Chapter 774 regulations). Use of town owned land (in a manner similar to the Everett Ave. site) and options for working cooperatively with the Wilmington CDC on this program will be explored.

3. Zoning Bylaw Assistance

The Shared Housing Planner will assist the Planning Director and the Affordable Housing Task Force in developing zoning bylaws to promote affordable housing. Ideas such as amendments to the existing PRD bylaw and inclusionary zoning provisions will be explored.

4. Public Education Efforts

The Shared Housing Planner will assist the AHTF in its continuing efforts to keep the public informed on affordable housing initiatives and to educate the public on affordable housing issues. Ideas such as the use of surveys and public forums to collect opinions and distribute information, will be considered.

EXECUTIVE OFFICE OF COMMUNITIES & DEVELOPMENT



Michael S. Dukakis, Governor
Amy S. Anthony, Secretary

*3/27/90
Janet plans to have
Carolyn sent out
this week - "a goal for this
week"*

February 21, 1990

Ms. Nancy E. Tavernier, Chairman
Board of Selectmen
Town Hall
Acton, MA 01720

Dear Ms. Tavernier:

On behalf of the Massachusetts Housing Partnership, I am writing to confirm approval of your application for Municipal Advance Program assistance for a partnership planner.

The Massachusetts Housing Partnership Trust Fund was established in 1985 to support communities' efforts to increase the availability of affordable housing. While we are committed to the principle of supporting communities working to meet this critical need, the availability of this assistance is now severely restricted, and the future of state housing programs is threatened by the state's current fiscal situation. We are approving this grant at this time in recognition of the urgency of this project to your community's commitment and efforts in producing affordable housing.

Upon receipt of this approval, please contact Janet Parsons of the Massachusetts Housing Partnership at (617) 727-7824 to proceed with contracting arrangements, consistent with your community's application and with the terms of our approval. The maximum amount of available funding for this purpose shall be \$20,000.

We wish you success in your efforts to increase the range of affordable housing opportunities in Acton.

CC: ACHC / BETTY MCMAHON
PLEASE FOLLOW-UP PER
DIRECTION IN R# 3.

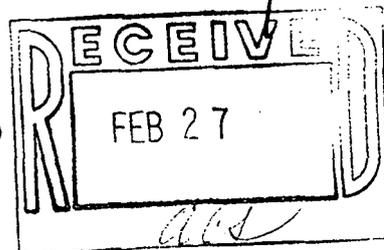
CC: BOS

Jan Johnson

3/6/90

Sincerely,

Amy S. Anthony
Amy S. Anthony
Secretary



Office of the Secretary
100 Cambridge Street, Room 1404
Boston, Massachusetts 02202
(617) 727-7765

Municipal Advance Program Grant Agreement

By and Between

The Commonwealth of Massachusetts Acting

By and Through the

Executive Office of Communities and Development

and

Town of Acton

This agreement is entered into as of the 28th day of March, 1990 by and between the Commonwealth of Massachusetts acting through its Executive Office of Communities and Development (hereinafter referred to as "EOCD") and the Town of Acton, Massachusetts, (hereinafter referred to as "Grantee").

WITNESSETH THAT:

WHEREAS, EOCD, in cooperation with the Massachusetts Housing Partnership (MHP) has received an appropriation to administer a technical assistance program; and

WHEREAS, EOCD solicited grant applications from MHP-designated communities in Massachusetts; and

WHEREAS, EOCD has approved an award of Municipal Advance Program funds for affordable housing development activities as set forth in an application submitted by the Grantee (hereinafter referred to as the "Project");

NOW THEREFORE, in consideration of the mutual promises stated, the parties mutually covenant and agree as follows:

1. Scope of Services

The Grantee shall perform all activities necessary for carrying out and completing the Project as described in the Scope of Services, attached as Exhibit A and specifically incorporated herein.

2. State Financial Assistance

The total amount of grant funds to be provided by EOCD for the Project shall not exceed Twenty Thousand Dollars (\$20,000). EOCD agrees to disburse grant funds to the Grantee in accordance with Exhibit A, Scope of Services, and the approved Consultant Contract.

Continued

Disbursement of grant funds is expressly contingent upon the appropriation of funds by the Legislature and release of funds by the Executive Office for Administration and Finance and the Office of the Comptroller.

3. Recovery of Advanced Costs

Municipal Advance funds extended to the Grantee under this agreement shall be repaid to the Massachusetts Housing Partnership fund under the following conditions:

1. When a municipally-owned or controlled site receiving technical assistance funds is conveyed to a developer for a consideration equal to or greater than the amount of the Advance;
2. If pre-development activities funded by the Advance are mortgageable by the developer, can be repaid to the municipality, and in turn repaid to the MHP, and the amortization of those costs will not jeopardize the affordability of the proposed development;
3. When any project which has received technical assistance funds results in any use other than the development of affordable housing, such as market-rate condominiums.

4. Records and Accounts

The Grantee shall maintain such records and accounts, including property, personnel, and financial records, as are deemed necessary by EOCD to assure a proper accounting for all Advance funds. These records shall be made available for audit purposes to EOCD, the State Auditor, or any authorized representative, and will be retained for seven years after the expiration of this Contract unless written permission to destroy them is granted by EOCD. The State reserves the right of the Governor, the Secretary of EOCD, the Secretary of Administration and Finance, the State Auditor or designee, at reasonable times and upon reasonable notice, to examine the books, records and other compilations of data of the Grantee which pertain to the performance of the provisions and requirements of the Agreement, as provided by Executive Order 195.

5. Reports

The Grantee shall make such financial, program progress and other final and/or interim reports as may be requested by EOCD.

6. Expenses Disallowed

No grant funds shall be expended for:

- a. any expenses other than those necessarily incurred in the performance of this Agreement, as determined by EOCD;

Continued

- b. costs incurred before the effective date of this Agreement;
- c. the continuation of any activity which was underway prior to the effective date of this Agreement, except for that portion of such activity which is new or expanded;
- d. funding of a municipal staff position.

7. Assignability

The Grantee shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by delegation, assignment, subcontract, negotiation or otherwise) without the prior written consent of the EOCD.

8. Termination

If, through any cause, the Grantee shall fail to fulfill or perform duties and obligations under this Agreement in timely and proper manner, or to the reasonable satisfaction of the Secretary of EOCD, or if the Grantee shall violate or breach any of the provisions of the Agreement, EOCD shall thereupon have the right to terminate or suspend this Agreement, by giving written notice to the Grantee of such termination or suspension and specifying the effective date thereof.

This Agreement may also be terminated by the mutual agreement of the parties hereto. Such mutual agreement shall be in writing and shall be signed by the parties.

Notwithstanding the above, either party may terminate this Agreement at any time at its discretion upon 30 days written notice to the other party.

In event of any termination or suspension of this Agreement, the Grantee shall be entitled to compensation at an amount commensurate with the portion of work performed to the satisfaction of EOCD in accordance with the performance and payment schedule approved by EOCD and for reimbursable expenses necessarily incurred in satisfactory performance of the Agreement up to and including the date of termination or suspension. In the event of such termination or suspension, all finished and unfinished documents, data, studies, manuals, pamphlets, articles, reports, or other material purchased or prepared by the Grantee under this Agreement shall become the property of EOCD.

9. Discrimination Prohibited

The Grantee and the EOCD shall not discriminate against any employee employed in the performance of this Agreement, or against any applicant for employment because of age, sex, race, creed, color, handicap or national origin. The Grantee will take affirmative action to ensure that applicants are employed and that employees are treated during

Continued

employment without regard to their age, sex, race, creed, color, handicap or national origin. This requirement shall apply to, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship. The Grantee shall insert this provision in all subcontracts for services covered by this Agreement.

No person in the United States shall, on the ground of sex, race, creed, color, national origin, age or handicap be excluded from participation in, be denied the proceeds of, or be subject to discrimination in the performance of this Agreement. The Grantee shall comply with Title VI of the Civil Rights Act of 1964, as amended, and with executive orders and rules, regulations, and requirements issues pursuant to, and with executive orders, rules, regulations, and requirements of the Commonwealth of Massachusetts as they may from time to time be amended.

10. Compliance with State and Local Laws

The Grantee shall comply with all applicable laws of the State and local government, including without limitation, statutes, ordinances, rules, regulations, and/or codes.

11. Political Activity Prohibited

None of the funds, materials, property or services contributed by EOCD or the Grantee under this Agreement shall be used in the performance of this Agreement for any partisan political activity, or to further the election or defeat of any candidate for public office.

12. Interest of Members of EOCD and Others

No officer, members, or employee of EOCD or other public official of the governing body of the State or of the locality or localities in which this Agreement is being carried out, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this Agreement, shall (a) participate in any decision relating to this Agreement, which effects his personal interest or the interest of any corporation, partnership, or association in which he is, directly or indirectly, interested; or (b) have any interest, direct or indirect, in this Agreement or the proceeds thereof.

13. Conflict of Interest

The Grantee covenants that it presently has no interest and shall not acquire interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement or which would violate Chapter 268A, as amended, of the Massachusetts General Laws.

Continued

The Grantee further covenants that in the performance of this Agreement no person having any such interest shall be employed by it.

14. Solicitation and Fees

The Grantee covenants that it has not employed or retained any association or person to solicit or secure this Agreement and that it has not paid or agreed to pay any association or person any gift, contribution, fee commission, percentage, or brokerage fee, resulting from the award of this Agreement.

15. Publication, Reproduction and Use of Material

All published material, including without limitation, reports, manuals, pamphlets, and articles prepared under this Agreement shall be the property of EOCD, and shall appropriately designate EOCD as the authorizing agency, as provided in Exhibit A hereto.

No material, including computer software, prepared in whole or in part under this Agreement shall be subject to copyright in the United States of America or in any other country. EOCD shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, or other materials prepared under this Agreement. Any material which has been copyrighted previously and is used by the Grantee in the performance of this Agreement shall not lose its copyright status by being so used.

16. Notices

Any notice permitted or required under the provisions of this Agreement to be given or served by either of the parties hereto upon the other party hereto shall be in writing and signed in the name or on the behalf of the party giving or serving the same. Notice shall be deemed to have been recieved at the time of actual service or three (3) days after the date of mailing by registered mail properly addressed. Notice to respective parties shall be sent to the following parties:

- 1) Grants Coordinator
Massachusetts Housing Partnership
100 Cambridge Street
Room 1804
Boston, MA 02202
- 2) Betty McManus
Acton Community Housing Corporation
Box 681
Acton, MA 01720

17. Amendments

Any amendment to this agreement shall be executed in writing.

In WITNESS THEREOF, EOCD and the Grantee have executed this Agreement under seal in triplicate as of the date above written.

Commonwealth of Massachusetts
Executive Office of Communities
and Development

ATTEST:

Lois Parsons

By:

Joseph J. Felt

Title: Director,
Mass. Housing Partnership

Date:

April 16, 1990

Grantee:

ATTEST:

By:

Nancy P. Zaverini

Title: Chairman, Board of Selectmen

Date:

4/5/90

Exhibit A
Scope of Services

Town of Acton

1. WORK PROGRAM

- a. The Grantee shall, with the approval of EOCD, contract with a Partnership Planner to perform the following tasks:
- 1) Coordinate activities of local housing partnerships in Acton, Billerica, Westford, and Wilmington, including public education and outreach activities;
 - 2) Assist member communities in developing strategies to encourage balanced development of affordable housing;
 - 3) Coordinate the development of affordable housing in the four communities, where applicable, by reviewing all development proposals to determine their compliance with state and partnership guidelines, and by providing technical assistance to member communities and housing developers in all stages of the development process;
 - 4) Provide administrative support and technical assistance for four partnerships and their communities by coordinating monthly meetings and circulating minutes and meeting notices, researching community housing needs, zoning bylaws, and other information on housing issues, maintaining partnership mailing lists and other relevant files, and reviewing partnership goals, activities, and accomplishments on an ongoing basis;
 - 5) Serve as a liaison between the four local housing partnerships and other boards and commissions in the four towns by attending relevant local board meetings in order to inform members of the partnerships' activities and goals;
 - 6) Perform duties as required by the Director of Regional Operations of the Massachusetts Housing Partnership.

Continued

Municipal Advance Program Grant Agreement
Exhibit A
Page 2

- b. Be responsible for project administration and public participation, as necessary.

2. PAYMENT SCHEDULE

The Grantee may request partial payments upon completion of each task found in the Work Program, Section 1(a) of the Scope of Services.

3. PROJECT REQUIREMENTS

- a. In order to receive payments, the Grantee must submit the following:

1. Consultant invoice for each task completed in its entirety in accordance with the costs agreed to for each, as described in Appendix C of the consultant contract and approved by EOCD;
2. Certification by the Grantee's designated program manager that work was completed in a satisfactory manner;
3. Submission of a properly executed State Payment Voucher.

All requests for payments must be in a form acceptable to the Executive Office of Communities and Development and must be accompanied with the required report or documentation of completion of tasks.

- b. In order to request final payment, the Grantee must submit a Final Progress Report which includes the following: all materials produced during the course of the project, summaries of the project including background, procedure, and results, as well as a full financial summary.

c. Completion Date

All work and reports prepared through this Advance must be complete and submitted to the Executive Office of Communities and Development no later than December 31, 1990.

d. Consultant Selection

Procurement of consultants for activities funded by the Municipal Advance Program must be conducted in a manner that provides maximum open and free competition.

For each contract not expected to exceed \$5,000, the community may solicit proposals by contacting several qualified consultants. A record of the process followed (telephone log, copies of letters and requests for proposals sent and responses received) including copies of proposals received and reasons for selection must be maintained.

Continued

Municipal Advance Program Grant Agreement
Exhibit A
Page 3

For professional services contracts over \$5,000, notice of the request for proposals must be published in a general circulation newspaper a minimum of two weeks prior to the due date of proposals. The process should include notification to SOMWBA, the State Office of Minority & Women Business Assistance (617) 727-8692.

Copies of advertisements must be submitted to EOCD.

EOCD reserves the right to reject a community's choice of a consultant.

- e. All materials, publications, publicity items, news releases, mass mailings, notices, and reports must bear the following statement:
"This project was funded through a Municipal Advance program grant awarded by the Executive Office of Communities and Development through the Massachusetts Housing Partnership."
- f. Any additions, deletions, revisions, or other changes to the Scope of Services must be approved by EOCD.

- 1) Assist the New Bedford Housing Partnership in developing its housing plan for the city.
- 2) Assist the Partnership in establishing a local housing trust fund.
- 3) Assist the Partnership with community education and public relations.
- 4) Assist the City of New Bedford, Mayor's Office of Housing and Neighborhood Development, in applying for and utilizing programs for the development of affordable housing.
- 5) Act as liaison between the Massachusetts Housing Partnership, the City, and developers.
- 6) Assist the City in the management and administration of Massachusetts Housing Partnership programs, including the Urban Initiative program and the Municipal Advance Program.
- 7) Assist the Director of the Mayor's Office of Housing and Neighborhood Development in other duties related to the New Bedford Housing Partnership and/or affordable housing activities in the City.
- 8) Perform duties as required by the Western Massachusetts Senior Regional Director of the Massachusetts Housing Partnership.



**Massachusetts
Housing Partnership**

100 Cambridge Street
Boston, Massachusetts 02202
(617) 727-7824

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NOV 24 1987

MEMORANDUM

ACTON PLANNING BOARD

TO: Chief Elected Officials, Local Housing Partnership

FROM: Joseph Flatley, Director/Massachusetts Housing Partnerships

SUBJ: Update on Your Local Housing Partnership

DATE: November 18, 1987

The Massachusetts Housing Partnership is reviewing the progress of each of the more than 100 local housing partnerships which have been formed during the past two years. This analysis will be critical as we allocate resources in response to local needs and local initiatives.

To help us in this task, we are asking each local housing partnership to complete the brief survey enclosed. It is our expectation that the local partnership group will meet to review the questionnaire and to endorse a response.

Your response to this questionnaire will be important to our planning and to the allocation of housing resources. Those partnerships which do not respond may lose their priority status for funding; in some cases, a local partnership may be placed on the inactive list.

It is important, therefore, that we hear from you within the next thirty days. If you have any questions, you may contact the MHP Regional Office Director for your area.

Thank you for your assistance. We look forward to hearing from you by December 20th.

cc: Pat Byrnes
Owen Cardwell
Rita Farell
John Klimm
Ana Perez
Sara Robertson

MASSACHUSETTS HOUSING PARTNERSHIP

Local Housing Partnership Survey

1. City/Town Acton, Ma Date 1/29/88
2. Current Contact Person Naomi McManus Tel 263-4776

3. Partnership status:

- a. How many members are currently active in your local housing partnership? 10
- b. Please give the date of the partnership's most recent meeting: 1/20/88
- c. How many meetings have been held in 1987? 20 +

4. Community Resources

a. Has the community provided municipally-owned land or tax-title land for affordable housing? Yes No *
Comments: _____

b. Has the community provided local funds for affordable housing initiatives? Yes No *
Comments: _____

c. Has the community altered zoning regulations to encourage affordable housing? Yes No *
Comments: _____

d. Has the community granted one or more comprehensive permits to private developers to encourage affordable housing? Yes No *
Comments: one small development that was a partnership with the Acton Housing Authority and a developer to construct 15 townhouses. Permit granted by ZBA in 1987

e. Has the community provided staff support to the local housing partnership? Yes No *
If yes, please provide additional details below.

Person (Name)	Position (Title)	% Time Allocated To Participation	Funding Source
Naomi McManus	E.D. of local Housing Authority	15 to 20 hrs./wk.	0 compensation

City/Town Acton

4. Community Resources (cont.)

f. Has the community issued a Request for Proposals to developers, seeking housing proposals for the community to evaluate? Yes No *

g. ~~Has the community developed a process to evaluate proposals made by developers for affordable housing?~~ ^{No need to contact developers they are contacting the committee.} Yes No *
~~Yes~~ ~~No~~

5. Resource Requirements:

Below are two lists of potential resource needs, one of technical assistance needs and one of programmatic resource needs. For each list, please select the five which are most important to your city or town and then assign each a number from one to five, one being the highest priority:

TECHNICAL ASSISTANCE NEEDS

- | | | |
|--|------------------|-------------------|
| a. Organization and management of local housing partnership. | PICK 5, RANK 1-5 | <u> </u> |
| b. Assessment of local housing needs | | <u> 2 </u> |
| c. Establishing priorities | | <u> </u> |
| d. Locating, evaluating sites | | <u> </u> |
| e. Establishing project guidelines | | <u> 5 </u> |
| f. Establishing local review process | | <u> </u> |
| g. Negotiating with developers | | <u> </u> |
| h. Preparing funding applications | | <u> 4 </u> |
| i. Developing new zoning by-laws | | <u> </u> |
| j. Public education/public relations | | <u> 3 </u> |
| k. Project management and implementation | | <u> 1 </u> |
| l. Other (please specify) _____ | | <u> </u> |
| _____ | | <u> </u> |
| _____ | | <u> </u> |

*** CDC is addressing all of these issues at present. Within the next month or two we anticipate written material on all of our efforts.

PROGRAMMATIC RESOURCE NEEDS

PICK 5, RANK 1-5

- a. Option funds 1
- b. Preliminary engineering, architectural
- c. Site acquisition funds 3
- d. Development staff funding 2
- e. Construction financing
- f. Permanent financing (rental)
- g. Permanent financing (homeownership) 4
- h. Homeownership subsidy, interest reduction 5
- i. Homeownership subsidy, downpayment
- j. Rental subsidy
- k. Development subsidy, site, infrastructure
- l. Operating subsidy, rental
- m. Other (please specify)

Local housing partnerships which have not yet sponsored or supported a specific project may end here. Those partnerships which have projects in development, even at very preliminary stages, are asked to complete the next page.

City/Town Acton

6. Project Status

Please list projects which are underway or which are being considered by the local housing partnership. Please complete each item for which you have available information. For the last column, please indicate whether or not a comprehensive permit will be necessary for the project.

PROJECT (name)	TYPE (rental, ownership)	# UNITS	PROGRAM(S) TO BE USED (if know)	COMP. PERMIT (Yes or No)
Castle Ridge	ownership	68	HOP & 705	NOT APPLIED AT THIS DATE IN PROCESS
Great Hill (done with town not CDC)	ownership	98	HOP & 705	AWAITING ZBA'S DECISION

Please feel free to use the space provided below to add comments about projects which your community is considering or to describe efforts which your community is now undertaking which may lead to specific projects in the future: Attach additional pages if necessary.

- 1 The CDC has recieved a MAP Grant to hire a Consultant Site Specific to review Castle Ridge. The Consultants are Cotton Wood.
- 2 The CDC has also hired another Consulting Firm " OKM " to develop a process to review developers in the future.
- 3 Process of hiring a permanent part-time administrator with funding the position through the private sector.

Prepared by Naomi McManus
Telephone 263-4776 Date 1/29/88

**REQUEST TO CONTINUE AFFILIATION WITH THE
MASSACHUSETTS HOUSING PARTNERSHIP**

City/Town of: ACTON

Organization and Membership

Is your partnership incorporated?

Yes No Under consideration

If so, what is your partnership's incorporated status? Non-Profit For-Profit

Why has your partnership decided to incorporate or not to incorporate? What are the advantages and disadvantages being discussed if your partnership is still considering incorporation?

By incorporating as a non-profit the members of the ACHC felt the activities of the ACHC would not be limited- ie ACHC could act as Developer, fund raiser, receive donations.
Please list your partnership's members and their affiliations (if any) on the attached sheet.

Objectives

Has your partnership made any formal assessment of local housing needs?

Yes No If yes, please attach as Section 1.

Has your partnership adopted an affordable housing strategy and/or specific housing goals for the community?

Yes No If yes, please attach as Section 2.

Accomplishments

Briefly describe any affordable housing programs or projects in which your partnership was directly or indirectly involved in 1992. Please provide as much information as possible and feel free to include attachments as Sections 3, 4, etc. if necessary.

1. North Acton Woods area currently being considered by the ACHC to support, in concept, a proposed development by John McBride.
2. Mill Corner under consideration of four units (34 Unit Development) to be set aside by developer for First Time Homeowners
3. Wally Property- preliminary negotiations with developer Peter Conant, for a % of units set aside for First Time Home Buyers.
4. Deck House - successfully negotiated to have a unit gifted to the Town- under consideration to request Town owned land, at Fall Town Meeting, over

Initiatives

On the following pages is a list of housing initiatives that are now being undertaken by local housing partnerships. Please indicate the degree of interest and/or involvement that your partnership is likely to have in this type of housing initiative over the next year. If you would like more information on MHP programs that address housing issues your partnership is interested in, please check the box next to the appropriate publication listed, and MHP will send you information as soon as possible. Your responses will also help MHP develop more publications, conferences, technical assistance and financing programs that respond to local needs.

4. continued

set aside for site and to have Minuteman Tech complete construction .

	Currently Involved	Interested	Not a Priority	Not Applicable
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Housing Development & Preservation

Preservation of existing housing stock

Rehabilitation of 2- to 4-family buildings	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Rehabilitation of 5+ family buildings	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Rehabilitation of single room occupancy (SRO) housing	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Utilization of bank-owned real estate	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Yes, I would like more information on MHP's Permanent Rental Financing Program.

Urban Reinvestment

Attacking disinvestment and revitalizing urban neighborhoods	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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Yes, I would like more information on MHP's *Neighborhoods First* Initiative.

New Construction

Affordable rental housing	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Homes for first-time buyers	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Assembling city or town owned land for affordable housing development	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Developing zoning incentives for affordable housing.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Yes, I would like more information on MHP's Community Assistance Programs.

Working with Banks

First-Time Homebuyer Programs

Establishing an affordable housing loan consortium with area banks	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Developing loan program for first time homebuyers	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Yes, I would like more information on MHP's Soft Second Loan Program.

	Currently Involved	Interested	Not a Priority	Not Applicable
--	-----------------------	------------	-------------------	-------------------

Lead Paint Abatement

Lead paint abatement for investors	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Lead paint abatement for home owners	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Yes; I would like more information on MHP's Lead Paint Abatement Loan Guaranty Program.

Outreach/Education

Implementing a homeownership counseling program and/or clearinghouse for first time home buyers	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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Developing a joint marketing effort with realtors for first-time homebuyers.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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Developing a regional consortium to apply for HOME funds from the federal government	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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Yes, I would like more information on MHP's HOME Improvements documents for the HOME program.

Other

Other (please specify):	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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The ACTON Housing Partnership hereby requests that it continue its affiliation with the Massachusetts Housing Partnership and its eligibility to participate in the annual election of members of MHP's Board of Directors. This affiliation makes the community eligible to receive technical and financial assistance from the MHP Fund. I certify that to the best of my knowledge the information contained in this application is correct and that a copy of the completed application has been provided to the city or town's chief elected official.

Signature

Naomi McManus /Clerk 6/16/93

Print Name/Title Date

HOUSING PARTNERSHIP

1993 Membership List

Chairman/Chairwoman:

<u>William Gothorpe</u>	<u>Dedham Savings Bank</u>	<u>617-329-6700</u>
Name	Affiliation	Phone
<u>60 Conant St. Acton, MA 01720</u>		<u>1995</u>
Address		Term

Contact person (if other than above):

<u>Naomi McManus</u>	<u>Acton Housing Authority</u>	<u>508-263-4776</u>
Name	Affiliation	Phone

Members:

<u>Peter Berry</u>	<u>Boston Lawyer/AHA</u>	<u>1995</u>
Name	Affiliation	Term
<u>39 Faulkner Hill Rd. Acton, MA 01720</u>		
Address		

<u>Steve Graham</u>	<u>Graham/Harsip Attorney @Law</u>	<u>1995</u>
Name	Affiliation	Term
<u>47 Jackson Dr. Acton, MA 01720</u>		
Address		

<u>Rev. William Heuss</u>	<u>Minister</u>	<u>1993</u>
Name	Affiliation	Term
<u>33 Old Stonebrook Rd. Acton, MA 01720</u>		
Address		

<u>Kevin McManus</u>	<u>VP Saints Memorial</u>	<u>1995</u>
Name	Affiliation	Term
<u>15 Deacon Hunt Dr. Acton, MA 01720</u>		
Address		

HOUSING PARTNERSHIP

1993 Membership List (continued)

<u>Jana Mullin</u>	<u>Caldwell Banker Realty Broker</u>	<u>1994</u>
Name	Affiliation	Term

<u>74 Alcott St.</u>	<u>Acton, MA 01720</u>
Address	

<u>Roy Smith</u>	<u>Developer</u>	<u>1993</u>
Name	Affiliation	Term

<u>P.O.Box 519</u>	<u>Acton, MA 01720</u>
Address	

<u>Nancy Tavernier</u>	<u>Selectwoman</u>	<u>1994</u>
Name	Affiliation	Term

<u>35 Mohawk Dr.</u>	<u>Acton, MA 01720</u>
Address	

<u>Bob Wiltse</u>	<u>Building Supplier/Rep for MMT</u>	<u>1994</u>
Name	Affiliation	Term

<u>126 Parker St.</u>	<u>Acton, MA 01720</u>
Address	

Please return this completed application by Friday, June 18, 1993 to:

**Massachusetts Housing Partnership
88 Broad Street
Boston, MA 02110**

If you have any questions, please call Wendy Hanna in Boston at (617) 338-7868 or Rita Farrell in Amherst at (413) 253-7379.