

**TOWN OF ACTON**  
472 Main Street  
Acton, Massachusetts, 01720  
Telephone (978) 264-9632  
Fax (978) 264-9630

**BOARD OF APPEALS**

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**INTERDEPARTMENTAL COMMUNICATION**

**To:** *Fire Department, Water District, Conservation Commission, Board of Health, Planning Board, Engineering Department, Historical Commission, Transportation Advisory Committee, Recreation Commission and Municipal Properties.*

**Date:** *September 7, 2006*

**From:** *Cheryl Frazier, Board of Appeals Secretary*

**Subject:** *BOA 40B Hearing, Willow-Central Development*

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Please find attached the application and plans for the **COMPREHENSIVE PERMIT** submitted by the Acton Housing Authority for **212-214 Central Street and 28 Willow Street**.

We have 30 days to hold the hearing so we would appreciate your comments as soon as possible.

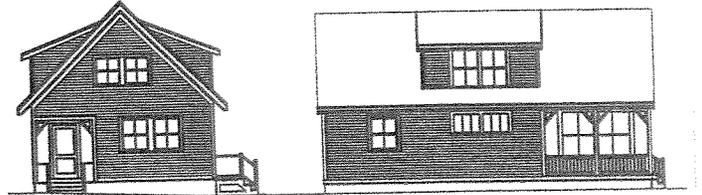
If not needed please return the application and plans to the Building Department when you've completed your review.

**WILLOW-CENTRAL DEVELOPMENT  
212-214 CENTRAL STREET & 28 WILLOW STREET  
COMPREHENSIVE PERMIT APPLICATION**

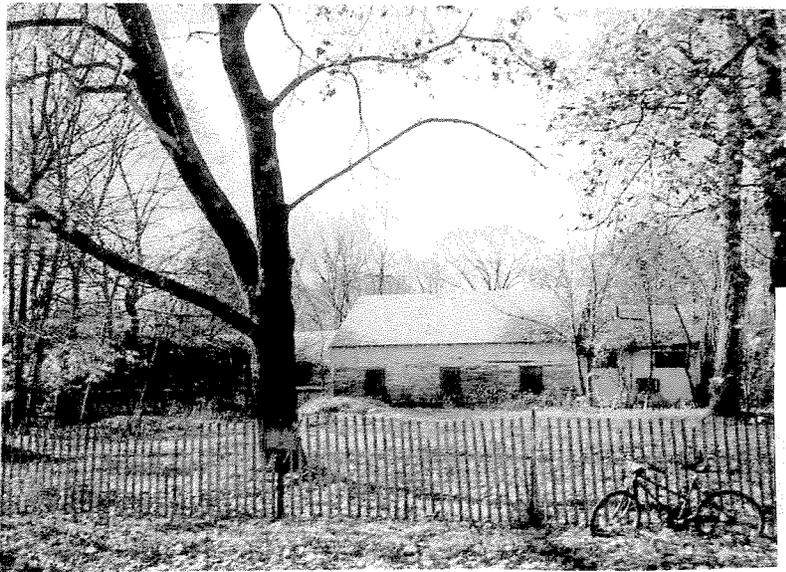


**28 Willow Street**

**BEFORE**



**AFTER**



**212-214 Central Street**

**BEFORE**



**AFTER**

**Filed by:  
Town of Acton  
Acton Community Housing Corporation  
472 Main Street  
Acton, MA 01720  
August 2006**

**TOWN OF ACTON  
ZONING BOARD OF APPEALS**

**APPLICATION  
OF  
TOWN OF ACTON  
AND THE  
ACTON COMMUNITY HOUSING CORPORATION**

**FOR A  
COMPREHENSIVE PERMIT**

**PROPERTY LOCATED AT  
212-214 CENTRAL STREET AND 28 WILLOW STREET  
ACTON, MASSACHUSETTS**

**September 5, 2006**

**Submitted by:  
Nancy Tavernier, Chair, Acton Community Housing Corporation  
Ryan Bettez, Vice Chair, Acton Community Housing Corporation**

**On behalf of Itself and  
The Acton Board of Selectmen**

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**1. Introduction**

Cover letter

Project Narrative and Use Description





**TOWN OF ACTON**  
472 Main St.  
Acton, Massachusetts, 01720  
Telephone (978) 263-9611  
Fax (978) 264-9630  
[achc@acton-ma.gov](mailto:achc@acton-ma.gov)

**Acton Community Housing Corporation**  
**Nancy Tavernier, Chairman**

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September 5, 2006

Jonathan Wagner, Chairman  
Acton Board of Appeals  
Acton Town Hall  
472 Main St.  
Acton, MA

Dear Mr. Wagner:

On behalf of the Acton Community Housing Corporation and the Acton Board of Selectmen, I am filing the enclosed application for a Comprehensive Permit. This application represents three years of work in collaboration with the DHCD, the Town, Residents, Town Counsel, Town Staff and Board members.

This Comprehensive Permit is unlike any that has come before the current members of the Board of Appeals due to the public ownership of the property. While the application is being filed jointly by the Town and the ACHC, neither will be the final developer and it will not be a public construction project. Assuming approval of a Comprehensive Permit for this development, it will be put out to bid to find a private or non-profit developer to construct the project according to the requirements of the Permit.

We look forward to presenting this project and working with the Board in our first hands-on development.

Sincerely,

Nancy E. Tavernier, Chair  
ACHC

# WILLOW-CENTRAL

## DEVELOPMENT SUMMARY

### Introduction

The Acton Community Housing Corporation (ACHC) is seeking a Comprehensive Permit from the Acton Zoning Board of Appeals under the provisions of M.G.L. Chapter 40B, Sections 20-23 ("Chapter 40B"). The ACHC is the Town Board responsible for developing affordable housing strategies and overseeing affordable housing programs in the Town of Acton. This quasi-public body is a Selectmen-appointed board, created by a Legislative Home Rule petition in 1996. (See Chapter 143 of the Acts of 1996, § 1.) Prior to this, ACHC was a private non-profit housing partnership group formed by the Selectmen in 1986.

The Selectmen's charge to the ACHC is to implement the Town's affordable housing policies. As part of this charge, the Selectmen encouraged ACHC to initiate action intended to create affordable residential housing projects and to create a specific project consistent with Town policy. The Willow-Central project is the ACHC's first hands-on housing development.

The subject property consists of two adjoining parcels of land in a residential neighborhood in West Acton. The two parcels combined are 15,335 square feet. The parcels have frontage on two streets, 68.0 feet of frontage (more or less) at 214 Central St. and 104.33 feet of frontage (more or less) at 28 Willow Street. The Willow Street parcel contains an approximate 2,000 square foot office and garage building, which will be demolished. The current zoning is Village Residential (VR), which would allow by special permit from the Planning Board up to 4 attached multifamily units on 15,000 square feet or more of land.

The ACHC is proposing to build three (3) condominium units, in two separate dwellings on the parcel. The unit deeds for the 3 units will each contain a restriction providing that such unit can only be sold to and purchased by people who meet specified income eligibility criteria for affordable housing. Each unit will remain restricted in perpetuity. Two units will be sold to low or moderate income households earning no more than 80% of the Area Median Income and will be counted toward the Town's 10% housing goal. For the third unit, (1) the duplex three-bedroom unit may be sold to the Acton Housing Authority pursuant to a separate RFP process, to use for its low-income family rental program; or (2) ACHC may buy down that unit's sale price to a price affordable for a 4 person household at 80% AMI; (3) otherwise that unit would be sold to a 4 person household earning no more than 130% AMI. In options one and two, the units would be counted toward the Town's 10%. In option three, the unit would not count toward the Town's 10% housing goal but would still provide an important housing need.

The Comprehensive Permit process known as Chapter 40B was created in 1969 in order to foster housing opportunities in Massachusetts communities that are affordable to a wide range of their community's residents. The Board of Appeals is granted decision-making authority for all local permits that are required for a Chapter 40B development. Many of the local boards and departments have reviewed the preliminary plans and are expected to make recommendations and provide advice to the Board of Appeals.

In reviewing a request for a Chapter 40B Comprehensive Permit, the Board of Appeals must determine whether the proposed development is "consistent with local needs." The Board of Appeals must weigh and balance zoning, health, safety, environmental, site design, open space, and planning impacts of the proposed development. In designing the Willow-Central project, ACHC's goal was to design new homes that will provide quality housing that is affordable for income eligible individuals and families and a source of pride to its residents, the Town, and the developer, while at the same time appropriately protecting zoning, environmental and public health, safety and planning issues.

### **Development History**

These two parcels of land were taken by the Town for nonpayment taxes in Land Court Case Nos. 112320 T.L. and 112319 T.L. (Judgments dated May 4, 1998). The site was most recently used as a septic system installation and repair company, until approximately 1995. The Town of Acton has spent \$65,096.00 for the assessment, containment and removal costs to clean up a petroleum contamination problem that was discovered after the Town acquired the land. The site was cleaned up and approved by the Town's Licensed Site Professional under DEP's regulations for residential re-use. Additional expenses were incurred by the Town for outstanding taxes, interest and penalties, attorney's fees, and costs related to the Town's investigation of environmental contamination of the Property, and the lawsuit to collect those costs. The ACHC paid the Town \$202,548.32 for the land which reimburses the Town for all of the expenses incurred as of April 30, 2006.

This proposal was developed over a period of several years, with input from the neighbors, appointed and elected officials, state housing officials, and other interested parties. The ACHC received approval by 2004, 2005, and 2006 Town Meeting voters for the use of CPA funds for project planning, design, and land acquisition. Town meeting voters also authorized the Board of Selectmen to convey the parcels to the ACHC for the development of affordable housing. ACHC also met with all the major town boards, presenting the proposed development concept and design and gaining their support.

While the Town Engineering Department was preparing an ANR plan and survey of the property, in anticipation of conveying it to the ACHC, it was discovered that there was a discrepancy in total land area due to a miscalculation of the property line on Central Street dating back over 60 years. After researching the deeds and records at the Registry, Town Counsel was able to confirm the loss of 750 square feet of land, including 10 feet of frontage that had been omitted in a 1940 deed. Since the 3 unit design would have

been adversely affected by this change in the frontage, an easement was negotiated with the abutting property owner at 206-208 Central Street. This easement will accommodate the driveway for one of the duplex units, which would have otherwise been eliminated.

### **Development Design**

The ACHC proposes to build a duplex farmhouse style building on the Central Street side of the parcel and a single family bungalow style building on the Willow Street side. The duplex would contain a 3-BR unit and a 2-BR unit, the bungalow would be a 3-BR unit. The wastewater disposal system has been designed to accommodate a maximum of 9 bedrooms and has been approved by the Board of Health.

Under Village Residential Zoning, ACHC would be allowed to build up to 4 attached units as long as one was owner-occupied. The ACHC began the preliminary design process by gathering together the neighbors to seek their input on design, density and scale. They have been very supportive through out the preliminary design and approval phases. After meeting with the neighborhood, it was agreed that a large scale structure would be completely out of character with the village area and the unique historic streetscape on both Willow and Central Streets. Once it was determined that 2 separate dwellings would be more appropriate and acceptable, a Comprehensive Permit was required to accomplish the proposed design.

ACHC was awarded a Priority Development Fund grant of \$25,000 from DHCD and MassHousing to fund preliminary engineering and design services in preparation for gaining approval for the development from relevant state and local bodies.

### **Development Process**

This Comprehensive Permit is unlike any that has come before the ZBA because of the public ownership of the property. While the application is being filed jointly by the Town and the ACHC, neither will be the final developer and it will not be a public construction project. Upon approval of a Comprehensive Permit for this development, it will be put out to bid to find a private or non-profit developer to construct the project according to the requirements of the Permit.

On July 18, 2005, the Acton Board of Selectmen approved special procedures to be followed for the development of the Willow-Central property and the conveyance of the property to ACHC. As part of that process, an RFP has been prepared by Town Counsel and approved by the Board of Selectmen and the Acton Community Housing Corporation. The purpose of this RFP is to select a developer/owner who will acquire, develop, restrict, and market the Property in accordance with the RFP and the Comprehensive Permit. It specifies the process for disposition and restricts the subsequent use of the Property for residential and affordable housing purposes. The Town will convey the Title to the property to the ACHC who will then re-convey it to the selected developer.

## **Condominium Ownership and Lottery**

The ownership of the dwellings and parcel will be in the form of condominiums. Each unit will have an Exclusive Use Area under individual control. There will be some shared common area responsibilities. The condominium units will be sold through a lottery with the exception of the 3-BR duplex unit, which the Acton Housing Authority may purchase through its own RFP process for its low-income family rental program. Local Preference for affordable units will be provided to the maximum extent allowed by legal requirements. The federal and state governments have created affordability tables that set forth the different income levels that individuals and families can earn and remain eligible for affordable housing. The housing lottery will be supervised by the ACHC.

## **The uniqueness of this application**

The Board of Appeals is presented with a very different 40B proposal for the Willow-Central development. While the typical 40B requirement is that 25% of the units are affordable, we propose 100%. Generally the Pro Forma, land value, project revenues, development costs, and projected profit factors receive careful scrutiny by the Board during the more routine 40B process, those issues are not necessarily relevant for this application. Until the Permit is granted and the developer selected through the RFP, many of these details will not be known. The RFP and the Land Disposition Agreement between ACHC and the Developer will focus on the project finances. ACHC is prepared to provide housing funds from private sources and the CPA fund to make Willow-Central financially feasible and provide a limited profit to the developer. The level of subsidies for the development will not be known until developers respond to the RFP with their funding proposals. The Willow/Central property will be conveyed to the selected developer through a Land Disposition Agreement with the ACHC, approved by the Board of Selectmen.

## **Conclusion**

ACHC is extremely grateful for the support and the help we received from the neighborhood and other West Acton residents, the Health, Engineering, Planning, and Building Departments, the Board of Selectmen, the Community Preservation Committee, the Town Manager, the Finance Department, Town Counsel, the Acton Housing Authority, DHCD, MHP, and a private donor who will help fund the development costs in support of affordable housing.

The Acton Community Housing Corporation appreciates the opportunity to work with the Board of Appeals on this development. We respectfully submit that the proposed Chapter 40B development is consistent with local needs and will satisfy an unmet housing need in the Town of Acton. We request the Board of Appeals votes to issue a Comprehensive Permit to allow construction of this development.

**2. The Project 3.1-3.5**

Application

Letter of support from Board of Selectmen

Development Impact Report

Abutters List

**COMPREHENSIVE PERMIT  
APPLICATION FORM**

1. Street Address of Site

**214 Central St., 28 Willow St.**

Name of Proposed Development

**Willow-Central**

2. Applicant's Name

**Acton Community Housing Corporation**

**Nancy Tavernier, Chair and Ryan Bettez, Vice Chair**

Address

**Acton Town Hall, 472 Main St.**

**Acton, MA 01720**

Telephone **978-263-9611 (Nancy's home phone)**

Fax **978-264-9630 (Town Hall)** e-mail **ACHC@acton-ma.gov**

3. Record Owner Name

**Town of Acton, c/o Town Manager**

Address: **Acton Town Hall, 472 Main St. Acton. MA 01720**

Telephone **978-264-9612**

4. Zoning District(s) of Parcel(s)

**Village Residential**

Town Atlas Map(s)/ Parcel Number(s)

**Sheet F-2B of Town Atlas, combined parcels 64 & 65**

5 a) Total development site area **15,335 square feet**

b) Number of dwelling units **3**

c) Number of affordable units **2 or 3**

d) Number of units accessible **0** adaptable for persons w/ disabilities **0**

e) Total open space area **0.27 acres (76.02%)**

g) Total length of road(s) public **0** ft private **0** ft

i) Method of wastewater disposal

**Private septic**

The undersigned hereby apply to the Zoning Board of Appeals for a Comprehensive Permit under M.G.L. c. 40B, §§ 20-23. The undersigned hereby certify that the information on this application and plans submitted herewith are correct, and that, to the best of his/her knowledge, the application complies with all applicable provisions of Law and Regulations.

Signed under the penalties of perjury in accordance with M.G.L. c. 268, § 1A.

Nancy E. Tavernier  
Signature of Petitioner(s)

Date 8/17/06

[Signature]  
Signature of Petitioner(s)

Date 8/17/06

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RECORD OWNER'S KNOWLEDGE AND CONSENT

I hereby assert that I have knowledge of and give my consent to the application presented above.

Don R. Johnson  
Signature of Record Owner(s)

Date 8/18/06

\_\_\_\_\_  
Signature of Record Owner(s)

Date



**TOWN OF ACTON**  
472 Main Street  
Acton, Massachusetts, 01720  
Telephone (978) 264-9612  
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E-Mail BOS@town.acton.ma.us

**Peter K. Ashton, Chairman**  
**Board of Selectmen**

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September 26, 2005

Marilyn Contreas  
Department of Housing & Community Development  
Division of Housing Development  
100 Cambridge Street Suite 300  
Boston, MA 02114

Dear Ms Contreas:

The Acton Board of Selectmen supports the application from the Acton Community Housing Corporation (ACHC) for a proposed three unit affordable housing development on Town-owned land in the West Acton Village area.

Created by special Home Rule legislation and subject to the supervision of the Acton Board of Selectmen (see Chapter 143 of the Acts of 1996, § 1), ACHC is responsible for developing affordable housing strategies and implementing affordable housing programs. The Town's charge to ACHC is to "provide affordable housing opportunities for working families with incomes at less than 80% of the Area Median Income."

In 2003, the Board of Selectmen encouraged ACHC to assemble a proposal for the reuse of the Willow/Central parcel.

The subject property consists of two adjoining parcels of land in a residential neighborhood in West Acton. The two parcels combined are 15,799 square feet. The current zoning is Village Residential (VR), which would allow by special permit up to 4 attached multifamily units. These parcels were taken by the Town of Acton for unpaid back taxes in the 1998. See Land Court Case Case Nos. 112320 T.L. and 112319 T.L. (Judgments dated May 4, 1998). The property was most recently used as a septic system installation and repair company, until approximately 1995. The Town of Acton has spent over \$70,000 for significant environmental remediation work through the 21E process to clean up a petroleum contamination problem. The site has been cleaned up under the supervision of a licensed site professional and approved for residential re-use. Because ACHC proposes to have 2 unattached buildings, not attached dwellings, the development will require a comprehensive permit as opposed to a special permit.

ACHC proposes to build a duplex farmhouse style building on the Central Street side of the parcel and a single family bungalow style building on the Willow Street side. The duplex would contain

a 3-BR unit and a 2-BR unit, the bungalow would be a 3-BR unit. Two of the units (3 BR bungalow and 2BR duplex) will be sold to low income households with incomes no greater than 80% of the Area Median Income. The option for the third unit (3BR duplex) is to either sell it to the Acton Housing Authority for use as a rental unit for low income families or to sell it as a deed-restricted below market unit to a household with an income up to 130% of the AMI.

This is an ideal site for a small multi-family development. The lot is located within close walking distance to the West Acton Village Center. Infill housing would be consistent with the Town's Master Plan and the Planning Board's emphasis on concentrating development within and near the village cores. There are other high density properties nearby, a duplex abuts the parcel on one side and another is across the street. From the Town's perspective, the proposed development would return a piece of town-owned property back to the tax rolls, eliminate an eyesore, and create much needed affordable housing.

ACHC has presented its proposal to a number of Town Boards and the neighborhood. There do not appear to be any significant concerns about the proposal. The small scale design has met with strong neighborhood support. The Community Preservation Committee and Town Meeting have voted to support this project through the use of CPA funds. The Selectmen voted to support the application to the Priority Development Fund, which resulted in a \$25,000 grant from DHCD and MassHousing to plan and design this project. Town staff has provided technical support throughout the process.

On September 26, 2005, the Board of Selectmen voted unanimously to support the ACHC's LIP application for the Willow/Central development.

The ACHC has worked hard to develop innovative ways to encourage the development of affordable housing in Acton. This project is an exciting opportunity to provide affordable housing to those who might otherwise not have an opportunity to live in Acton. The ACHC has worked closely with the Selectmen on this project and should be commended for working with the community and all involved in developing a coherent, attractive, and exciting project.



Peter Ashton

Chair, Acton Board of Selectmen

Date 9/26/05

## DEVELOPMENT IMPACT REPORT

Please type or print information in blanks below.

1. Name of Proposed Subdivision: **28 Willow Street, 212-214 Central Street**
2. Location: **28 Willow Street, 212 Central Street, and 214 Central Street**
3. Name of Applicant(s): **Acton Community Housing Corporation**
4. Brief Description of the Proposed Project: **Comprehensive Permit for a two building, three unit housing development.**
5. Name of Individual Preparing this DIR: **George Demakarakos, P.E.**  
 Address: **Stamski and McNary, Inc., 80 Harris Street, Acton, MA**  
 Business Phone: **978-263-8585 x112**
6. Professional Credentials: **Commonwealth of MA Registered Professional Engineer**

### **A. Site Description**

7. Present permitted and actual land uses by percentage of the site.

<i>Uses</i>	<i>Percentage</i>
Industrial	0
Commercial	0
<b>Residential</b>	<b>100</b>
Forest	0
Agricultural	0
Other (specify)	0

8. Total acreage on the site: **0.35+/- acres.**

Approximate Acreage	At Present	After Completion
Meadow or Brushland (non agriculture)	0	0
Forested	0	0
Agricultural (includes orchards, cropland, pasture)	0	0
Wetland	0	0
Water Surface Area	0	0
Flood Plain	0	0
Unvegetated (rock, earth, or fill)	0	0
Roads, buildings and other impervious surfaces	<b>0.05 +/-</b>	<b>0.08 +/-</b>
Other (indicate type)      Lawn Area	<b>0.30 +/-</b>	<b>0.27 +/-</b>

9. List the zoning districts in which the site is located and indicate the percentage of the site in each district. *Note: be sure to include overlay zoning districts.*

<i>District</i>	<i>Percentage</i>
VR (Village Residential)	<b>100</b>
Groundwater Protection District Zone 3	<b>100</b>

10. Predominant soil type(s) on the site: **Soil Map Unit 626B-Merrimac Urban Land Complex**

Soil drainage (Use the US Soil Conservation Service's definition)

<i>Soil Type</i>	<i>% of the Site</i>
Well drained	
Moderately well drained	<b>100</b>
Poorly drained	

11. Are there bedrock outcroppings on the site?  yes  no

12. Approximate percentage of proposed site with slopes between:

<i>Slope</i>	<i>% of the Site</i>
0 - 10%	<b>100</b>
10 - 15%	0
greater than 15%	0

13. In which of the Groundwater Protection Districts in the site located? How close is the site to a public well?

Zone(s): **3** Proximity to a public well: **3,700'+/- (Clapp Well)**

14. Does the project site contain any species of plant or animal life that is identified as rare or endangered? (Consult with the Massachusetts National Heritage Program and the Acton Natural Resources Director).

yes  no

If yes, specify:

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15. Are there any unusual or unique features on the site such as trees larger than 30 inches D.B.H., bogs, kettle ponds, eskers, drumlins, quarries, distinctive rock formation or granite bridges?      \_\_\_yes      Xno

If yes,  
specify: \_\_\_\_\_  
\_\_\_\_\_

16. Are there any established foot-paths running through the site or railroad right of ways?  
\_\_\_yes      Xno

If yes,  
specify: \_\_\_\_\_  
\_\_\_\_\_

17. Is the site presently used by the community or neighborhood as an open space or recreation area?      \_\_\_yes      Xno

Is the site adjacent to conservation land or a recreation area?      \_\_\_yes  
    Xno

If yes,  
specify: \_\_\_\_\_  
\_\_\_\_\_

18. Does the site include scenic views or will the proposed development cause any scenic vistas to be obstructed from view?      \_\_\_yes      Xno

If yes,  
specify: \_\_\_\_\_  
\_\_\_\_\_

19. Are there wetlands, lakes, ponds, streams, or rivers within or contiguous to the site?  
\_\_\_yes      Xno

If yes,  
specify: \_\_\_\_\_  
\_\_\_\_\_

20. Is there any farmland or forest land on the site protected under Chapter 61A or 61B of the Massachusetts General Laws? \_\_\_yes      Xno

If yes,  
specify: \_\_\_\_\_

- \_\_\_\_\_
21. Has the site ever been used for the disposal of hazardous waste? Has a 21E Study been conducted for the site?  yes  no

If yes, specify results: **Site was remediated.**

22. Will the proposed activity require use and/or storage of hazardous materials, or generation of hazardous waste?  yes  no

If yes,  
specify \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

23. Does the project contain any buildings or sites of historic or archaeological significance?  
(Consult with the Acton Historic Commission or the Action Historical Society.)  
 yes  no

If yes, please  
describe \_\_\_\_\_

24. Is the project contiguous to or does it contain a building in a local historic district or national register district?  
 yes  no

25. Is the project contiguous to any section of the Isaac Davis Trail?  
 yes  no

If yes, please  
describe \_\_\_\_\_

### **B. Circulation System**

26. What is the average weekday traffic and peak hour traffic volumes generated by the proposed subdivision?

	<b>Single Family</b>	<b>Town Houses</b>
Average weekday traffic	9.57	11.72
Average peak hour volume AM	0.75	0.88
Average peak hour volume PM	1.01	1.04

27. Existing street(s) providing access to proposed subdivision:

Name: Willow Street Town Classification: Local  
Name: Central Street Town Classification: Collector

28. Existing intersection(s): list intersections located within 1000 feet of any access to the proposed development:

Name of ways: Summer Street, Homestead Street and Church Street

29. Location of existing sidewalks within 1000 feet of the proposed site: East side of Central Street

30. Location of proposed sidewalks and their connection to existing sidewalks: a sidewalk is proposed at 212-214 Central Street. No connection is being proposed to an existing sidewalk.

31. Are there parcels of undeveloped land adjacent to the proposed site? \_\_\_yes X  
no

Will access to these undeveloped parcels be provided within the proposed site?  
\_\_\_yes \_\_\_ no

If yes, please  
describe \_\_\_\_\_

If no, please explain why  
\_\_\_\_\_

### C. Utilities and Municipal Services

32. If dwelling units are to be constructed, what is the total number of bedrooms proposed? 8

33. If the proposed use of the site is nonresidential, what will the site be specifically used for and how many feet of Gross floor area will be constructed? N/A site is residential

34. Storm Drainage

a. Describe nature, location and surface water body receiving current surface water of the site:

**Because of the high infiltration rate there is very little runoff. The small amount of runoff from the existing site flows onto Willow Street and Central Street where it enters a closed drainage system before discharging into Fort Pond Brook.**

b. Describe the proposed storm drainage system and how it will be altered by the proposed development: **The proposed system of drainage will consist of roof drain drywells, and an infiltration trench, taking advantage of the sites permeable soil.**

c. Will a NPDS Permit be required?      \_\_\_yes      \_X\_ no

35. In the event of fire, estimate the response time of the fire department (consult with Fire Dept.)

**3-4 Minutes. (West Acton Fire Station at 258 Central Street is 600' from the site)**

36. Schools (if residential)

a. Projected number of new school age children: 1.67 x 3 new units = 5.01

b. Distance to nearest school: 2950'+/- to Gates School at end of Spruce Street

Development Impact Report  
Section E Measures to Mitigate Impacts

37. Prevent surface water contamination: **During construction, any silt, construction debris, etc. shall be removed from the public way or abutting property immediately upon discovery and all sediments spilled, dropped, or washed into public rights-of-ways shall also be removed immediately. Fill material used shall be free of hazardous material and construction debris. The developer shall comply with the Erosion and Sedimentation Control Plan.**

38. Prevent groundwater contamination: **The septic system on each lot will be designed to meet or exceed Title V and the Town of Acton Board of Health standards. Each lot will be served by town water.**

39. Maximize groundwater recharge: **Re-charge of runoff for the site will be provided within the proposed drainage system.**

40. Prevent erosion and sedimentation: **During construction, any silt, construction debris, etc. shall be removed from the public way or abutting property immediately upon discovery and all sediments spilled, dropped, or washed into public rights-of-ways shall also be removed immediately. Fill material used shall be free of hazardous material and construction debris. The developer shall comply with the Erosion and Sedimentation Control Plan.**

41. Maintain slope stability: **Cut and fill slopes, if any, will be stabilized immediately with six inches (6") of loam and seed during the growing season (April 1 to November 1) or with hay-mulch during the non-growing season (November 1 to April 1). An Erosion and Sedimentation Control Plan has been prepared, which will provide the necessary details.**

42. Design the project to conserve energy: **The proposed dwellings will meet the stringent requirements of the state and local building codes.**

43. Preserve wildlife habitat: **The site is not located within an area of estimated habitat of rare wildlife and the site has been previously developed and does not provide wildlife habitat.**

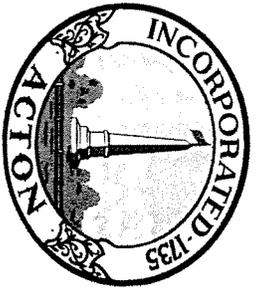
44. Preserve wetlands: **There are no wetlands located within the site.**

45. Ensure compatibility with the surrounding land uses: **The surrounding land uses are composed of residential single-family homes along Willow Street and Central Street. The existing and proposed use of the property is also residential. The approval of this comprehensive permit will maintain the feel of a small neighborhood.**

46. Control peak runoff from the site so that the post-development rate of runoff will be no greater than the predevelopment: **Control of peak rates of runoff will be realized using basic drainage techniques including an infiltration trench, roof drain drywells.**

47. Preserve historically significant structures and features on the site: **N/A**

48. To mitigate the impact of the traffic generated by the development: **The project will generate traffic from the proposed two building, three-unit residential development. The vehicle trips generated from this proposed development are insignificant and will not require mitigation. The trip generation is also below the typical thresholds requiring traffic studies in the town of Acton.**



**Town of Acton**  
 472 Main Street  
 Acton, MA 01720  
 Telephone (978) 264-9622  
 Fax (978) 264-9630

Brian McMullen  
 Assistant Assessor

**Locus:** 214 Central St & 28 Willow St  
**Parcel:** F2.B-65 & F2.B-64

Location	Parcel ID	Owner	Co-Owner	Mailing Address
9 WILLOW ST	F2.B-41	ATENAP REALTY TRUST	C/O SALS AUTO & TRUCK	5 WILLOW ST
21 WILLOW ST	F2.B-48	SCARBRO PHILIP	HAMMER ALLISON G	21 WILLOW ST
35 WILLOW ST	F2.B-48-1	FARRA ROBERT	KOTSOPoulos FARRA LOLITA	35 WILLOW STREET
13 WILLOW ST	F2.B-49	CROWELL GARRISON E	RYAN DEBRA P	13 WILLOW ST
220 CENTRAL ST	F2.B-58	RYAN MICHAEL B		220 CENTRAL STREET
216 CENTRAL ST	F2.B-59	HARRISON HELEN E		216 CENTRAL STREET
217 CENTRAL ST	F2.B-60	WAITE WILLIAM		18 SARATOGA BLVD
211 CENTRAL ST	F2.B-67	WAITE WILLIAM F		211 CENTRAL ST
30 WILLOW ST	F2.B-75	KINGSBURY JAMES B	KINGSBURY ABIGAIL HARPER	30 WILLOW ST
206 CENTRAL ST	F2.B-76	FLANNERY CECELIA JOAN		544 MASSACHUSETTS AVE
204 CENTRAL ST	F2.B-77	KEITH NANCY L	C/O NANCY MARCH	204 CENTRAL ST
207 CENTRAL ST	F2.B-78	COOPER CHRISTOPHER	HAUSER HEATHER C	207 CENTRAL ST
201 CENTRAL ST	F2.B-84	HAMILTON PAUL	HAMILTON KIMBERLY	201 CENTRAL STREET

Abutters and owners of land directly opposite on any public or private street or way and abutters to the abutters within three hundred feet of the property line all as they appear on the most recent applicable tax list.

**HEARING NOTICES FOR ALL SPECIAL PERMITS MUST BE SENT TO THE PLANNING BOARD, TOWN HALL IN THE FOLLOWING TOWNS:**

Boxborough, MA 01729      Maynard, MA 01754      Concord, MA 01742      Littleton, MA 01460  
 Carlisle, MA 01741      Stow, MA 01775      Westford, MA 01886      Sudbury, MA 01776

Kimberly Hoyt  
 Assessing Clerk  
 Acton Assessors Office

8-Jun-06

**3. Jurisdiction 3.2**

Home Rule petition (ACHC)  
Board of Selectmen July 18, 2005 Vote  
Town Meeting April 4, 2006 vote  
Land Disposition agreement  
Request for Proposals – ACHC to developer  
Approval Not Required plan  
DHCD LIP letter  
Regulatory agreement

THE COMMONWEALTH OF MASSACHUSETTS

In the Year One Thousand Nine Hundred and Ninety-six

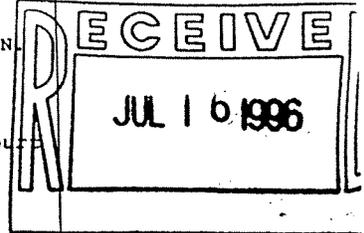
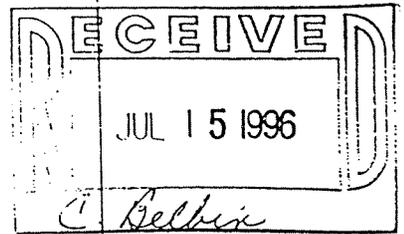
AN ACT ESTABLISHING A COMMUNITY HOUSING CORPORATION IN THE TOWN OF ACTON

Be it enacted by the Senate and House of Representatives in General Court assembled, and by the authority of the same, as follows:

SECTION 1. There is hereby established a nonprofit housing corporation which shall be known as the Acton Community Housing Corporation and shall be subject to the supervision of the board of selectmen of the town of Acton. The board of directors of said corporation shall consist of not less than five members who shall be appointed by the board of selectmen for staggered three-year terms as designated by said board of selectmen, such appointments to be made annually by said board of selectmen on or before June thirtieth. Members of said board of directors shall serve until their successors are appointed and qualified. Continuing members may act despite a vacancy in said board of directors and, for this purpose, shall be deemed to constitute a full board of directors. Any vacancy in said board of directors, however occurring, may be filled by the board of selectmen for the unexpired portion of the term.

Said board of directors shall exercise its powers and perform its duties for the purpose of investigating and implementing alternatives for the provision of and to provide for affordable housing for persons of low, moderate and middle income and other persons whose needs may be identified from time to time in said town. The powers and duties of said board as set forth herein are intended to be alternative and supplemental to and not in limitation of, the powers and duties of the Acton Housing Authority established pursuant to chapter one hundred and twenty-one B of the General Laws. The liability of said board and its members shall be limited to the same extent as the liability of a public employer and public employees as are limited by law.

SECTION 2. The board of directors of the Acton Community Housing Corporation shall have the powers and privileges conferred by the provisions of clauses (a) to (i), inclusive, and clause (k) of section nine of chapter one hundred and fifty-six B of the General Laws, and the following powers; provided, however, that no such power shall be exercised either in a manner in-



BOS  
ACHC

other experts, superintendents, managers and such other agents and employees as may be necessary in its judgment and to fix their compensation;

(g) with the approval of the board of selectmen, to receive and hold funds appropriated by the town and other funds, property, labor and other things of value from any source, public or private, by gift, grant, bequest, loan or otherwise, either absolutely or in trust, and to expend or utilize the same on behalf of the corporation for any of its purposes or to act as an agent or conduit in administering or disbursing funds or financial or other aid from any source; provided, however, that all revenues collected or received by the board of directors in connection with its activities, investments or transactions shall be expended only with approval of the board of selectmen of the town of Acton;

(h) to appear in its own behalf before boards, commissions, departments or other agencies of municipal, state or federal government;

(i) to procure insurance against any loss in connection with the property or activities of said board, in such amounts and from such insurers as it may deem necessary or desirable and, with the approval of the board of selectmen, to indemnify its members or agents if and to the extent specified from time to time in the by-laws of the corporation and subject to and in the manner provided by section six of chapter one hundred and eighty of the General Laws;

(j) to formulate and, with the approval of the board of selectmen, to carry out or monitor plans for projects involving the acquisition or operation of housing facilities of any kind or nature, and to construct, reconstruct, renovate, expand, extend, improve, repair, remodel, equip, furnish, maintain, manage and operate such facilities;

(k) with the approval of the board of selectmen, to fix and revise from time to time and to charge and collect rates, fees, rentals and other charges and sales prices for or in connection with the use, occupancy or other disposition of any housing facility or other property or portion thereof under its ownership or control;

(l) with the approval of the board of selectmen, to establish, impose, grant or amend, by deed, lease or any other means or method and to hold the benefit of, monitor, exercise and enforce lawful restrictions on the rental, sale, resale, use or occupancy of housing facilities or other property under its ownership or control, or other facilities or property designated by the selectmen of the town or restrictions with respect to the income of owners,

tenants or occupants of such housing facilities or other property, or options and rights of first refusal with respect to such facilities or property and to waive, release or discharge any such options, rights or restrictions;

(m) with the approval of the board of selectmen, to enter into, perform or monitor agreements or other transactions with contractors, developers, brokers or other real estate professionals or any other person relating to the provisions of affordable housing for persons of low and moderate income in the town;

(n) to do any and all things necessary or convenient to carry out its purposes and exercise the powers conferred by this act; provided, however, that said board of directors may delegate to any committee or member of said board any action which said board is empowered to do or make or which said board shall have power to conduct by itself;

(o) no contract or agreement to purchase or accept as a gift, any right, interest or title to real property, shall be entered into until a site inspection has been made and a report received from a qualified person regarding the presence of hazardous materials or substances, as defined in chapter twenty-one E of the General Laws on or at the property.

SECTION 3. Notwithstanding the provisions of any general or special law to the contrary, the income, assets and activities of Acton Community Housing Corporation shall be exempt from all taxes and assessments and said board shall not be subject to any provisions of chapter sixty-three of the General Laws or to any taxes based upon or measured by property or income, imposed by the commonwealth or by any political subdivision thereof. Said board is hereby authorized and empowered to enter into agreements with the assessor of the town of Acton and with the approval of the board of selectmen, wherein said board shall undertake to make to the town annual payments in lieu of taxes in connection with any real property acquired and owned by said corporation, the amounts of such payments to be reasonable sums stipulated in such agreement or agreements or determined in accordance with a reasonable formula so stipulated.

SECTION 4. The town of Acton may appropriate funds for carrying out, by said board, of the purposes as set forth herein. Any appropriation therefor may be raised by said town by taxation or otherwise. At least annually, the board of directors shall cause independent audits to be made of the books and

records of said board, which annual audits shall be filed with the board of selectmen of said town.

SECTION 5. In the event that said board shall be dissolved in accordance with law at any time, all property and interests therein, and all assets and rights of said board existing at such time shall be transferred to the town of Acton by authority of this act, and title to all such property and all such rights shall vest in said town of Acton automatically without the need for further action or instrument and the town of Acton shall, to the maximum extent permitted by law and acting by and through its board of selectmen, assume, hold and exercise the powers and duties of the board of selectmen as set forth herein with respect to such property and rights so transferred to said town.

SECTION 6. This act shall take effect upon its passage.

House of Representatives, June 7, 1996.

Passed to be enacted, *J. Michael Ruggie*, Acting Speaker.

In Senate, June 18, 1996.

Passed to be enacted, *Thomas F. B. [Signature]*, President.  
28 June, 1996.

Approved,  
at two o'clock and 40 minutes, P. M.

*W. William F. Weld*  
Governor.

H/L

**TOWN OF ACTON – BOARD OF SELECTMEN**

**Motion to Authorize Acton Community Housing Corporation to Advance Affordable Housing Development on Certain Town-Owned Property**

WHEREAS the Town of Acton is the owner by tax taking of the real property at 28 Willow Street and 214 Central Street, Acton, Massachusetts (the “Property”) by tax title takings in Land Court Case Nos. 112320 T.L. and 112319 T.L. (Judgments dated May 4, 1998).

WHEREAS the Acton Community Housing Corporation (“ACHC”) proposes that the Property be developed as an affordable housing project consisting of three units of affordable housing (a duplex farmhouse on the Central Street side of the Property and a one-unit bungalow on the Willow Street side of the Property) (the “Project”).

WHEREAS the Board of Selectmen supports ACHC’s proposal for the Project.

WHEREAS ACHC is a non-profit housing corporation created by special Home Rule legislation and is subject to the supervision of the Board of Selectmen. See Chapter 143 of the Acts of 1996, § 1.

WHEREAS, under ACHC’s Home Rule legislation, ACHC has the power “with the approval of the board of selectmen, to acquire ..., and to own, ... and to ... sell, transfer, convey, ...or to otherwise dispose of, on such terms and conditions as it may deem proper, real ... property ... as may be necessary or appropriate to carry out its purposes.” (St. 1996, c. 143, § 2(d)).

WHEREAS the Board of Selectmen intends to place an article on the warrant for the next Town Meeting to authorize the Selectmen to convey the Property to ACHC on certain terms and conditions for purposes of re-conveyance, subject to applicable law, to a developer that will develop affordable housing on the Property.

NOW THEREFORE, the Board of Selectmen moves to authorize the following actions in furtherance of the Project on the Property:

1. ACHC is hereby authorized to apply to the Department of Housing and Community Development (“DHCD”) for any necessary approval and site eligibility determination under the Local Initiative Program, 760 CMR 45.00, for the Project.
2. ACHC is hereby authorized to apply to the Acton Board of Appeals for a Comprehensive Permit under M.G.L. c. 40B for the Project.
3. ACHC is hereby authorized to apply to other State and Town boards, commissions, departments, and agencies for any other necessary permits and

approvals for the Project, exclusive of any building permits and other construction-related permits needed for the actual construction of the Project (it being understood that the Selectmen and ACHC intend, subject to Town Meeting approval, that the permitted Project and Property will be conveyed pursuant to applicable law and re-use restrictions to a qualified developer who will own the Property, construct the Project, and dispose of the units as appropriate).

4. Prior to submission, each such application shall be provided to Town Counsel, the Town Manager, and the Board of Selectmen for their respective review and approval, and for execution as may be necessary on behalf of the Town.
5. Town Counsel, in consultation with the Town Manager, is hereby authorized and directed to prepare any necessary Affordable Housing Restrictions, Land Dispositions Agreements, Request for Proposals, and other transaction documents necessary to effectuate the Project.
6. The Town Manager is hereby authorized to determine the value of the Property subject to the terms and conditions of the Comprehensive Permit and the affordable housing restrictions to be imposed on the Property. Said determination shall be made under G.L. c. 30B, § 16(b), through procedures customarily accepted by the appraising profession as valid, including in the judgment of the Town Manager a real estate appraisal from a qualified real estate expert familiar with property values in the Town of Acton.
7. In the event the value of the Property as so determined exceeds twenty-five thousand dollars in value, ACHC is hereby authorized to issue a Request for Proposals ("RFP") in accordance with documents to be prepared by Town Counsel and approved by the Town Manager and the Board of Selectmen for the prospective conveyance of the Property conditioned upon the construction and implementation of the Project. Without limitation, the RFP shall condition such disposition of the Property on the approval of Town Meeting and the further approval of the Board of Selectmen under St. 1996, c. 143, § 2(d) and/or other applicable law.
8. Town Counsel, in consultation with the Town Manager, is hereby authorized and directed to prepare any necessary warrant articles for the next Town Meeting to authorize the Selectmen to convey the Property to ACHC for purposes of re-conveyance to a developer who shall develop the affordable housing Project on the Property, subject to applicable law, subject to terms and conditions established by the Selectmen, and subject to the terms and conditions of the Comprehensive Permit and the affordable housing restrictions to be imposed on the Property for the Project.
9. For purposes of G.L. c. 40, § 15, the proposed warrant article authorizing the Board of Selectmen to convey the Property to ACHC shall specify the amount

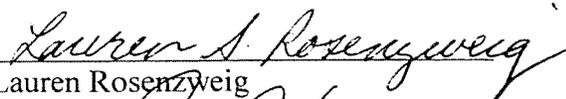
to be paid by ACHC for such conveyance as \$202,548, which when paid shall be applied, in the following order, to (a) the taxes, interest and penalties outstanding with respect to the Property, (b) the required amount of the payment in lieu of taxes that would be required from a buyer of the property, calculated in accordance with G.L. c. 44, § 63A, as of the date of the conveyance, (c) the assessment, containment and removal costs incurred by the Town with respect to the environmental condition of the Property, and (d) the attorney's fees and costs related to the Town's investigation of environmental contamination at the Property and the lawsuit to collect those costs.

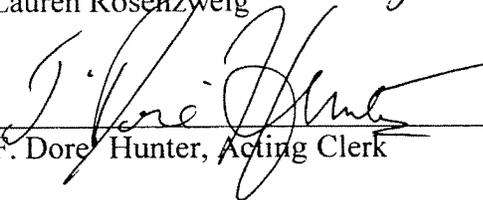
IN WITNESS WHEREOF, the Board has caused the foregoing to be moved, seconded, and approved at an open meeting duly called and noticed for the purpose on this 18<sup>th</sup> day of July, 2005.

TOWN OF ACTON, MASSACHUSETTS,  
By its Board of Selectmen

  
Peter K. Ashton, Chairman

\_\_\_\_\_  
Walter M. Foster, Vice Chairman

  
Lauren Rosenzweig

  
F. Dore Hunter, Acting Clerk



TOWN CLERK  
EVA K. BOWEN

TOWN OF ACTON  
472 MAIN STREET  
ACTON, MASSACHUSETTS, 01720  
TELEPHONE (978) 264-9615  
FAX (978) 264-9630  
clerk@acton-ma.gov

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**EXCERPT OF THE ANNUAL TOWN MEETING HELD  
MONDAY, APRIL 3, 2006, 7:00 P.M.  
WITH ADJOURNED SESSIONS HELD APRIL 4, 2006**  
Number of Registered voters attending Town Meeting  
APRIL 3, 2006 – 364 and APRIL 4, 2006 - 230

**ARTICLE 29                    TRANSFER REAL PROPERTY – 28 WILLOW ST / 214 CENTRAL ST**  
(Two-thirds vote)

To see if the Town will vote to transfer the real property at 28 Willow Street and 214 Central Street, Acton, MA, which was taken by the Town for nonpayment taxes in Land Court Case Nos. 112320 T.L. and 112319 T.L. (Judgments dated May 4, 1998), and which is held for municipal purposes as provided by Massachusetts General Law, Chapter 60, Section 77, from the tax title custodian to the Board of Selectmen for the purpose of conveyance, and to authorize the Board of Selectmen to convey such real property on such terms and conditions and for such consideration, which may include non-monetary consideration, as the Selectmen may determine, to the Acton Community Housing Corporation (“ACHC”), a non-profit housing corporation subject to the supervision of the Board of Selectmen pursuant to Chapter 143 of the Acts of 1996, for purposes of re-conveyance by ACHC, with the approval of the Board of Selectmen, to a qualified developer of affordable housing, selected pursuant to a Request for Proposals (“RFP”), which RFP shall specify restrictions on the subsequent use of the property for residential and affordable housing purposes,

or take any other action relative thereto.

**MOTION:** Mr. Hunter moves that the Town authorize the transfer and conveyance of the real property as set forth in the Article.

**MOTION CARRIES UNANIMOUSLY**

## DISPOSITION AGREEMENT

WHEREAS the Town of Acton is the owner by tax taking of the real property at 28 Willow Street and 214 Central Street, Acton, Massachusetts (the "Property") by tax title takings in Land Court Case Nos. 112320 T.L. and 112319 T.L. (Judgments dated May 4, 1998).

WHEREAS pursuant to M.G.L. c. 40, § 15, the Town Treasurer as the custodian of the Property has notified the Board of Selectmen that the Property is no longer required for public purposes.

WHEREAS the Acton Community Housing Corporation ("ACHC") proposes that the Property be developed as an affordable housing project consisting of three units of affordable housing (a duplex farmhouse on the Central Street side of the Property and a one-unit bungalow on the Willow Street side of the Property) (the "Project").

WHEREAS the Board of Selectmen supports the Project.

WHEREAS ACHC is a non-profit housing corporation created by special Home Rule legislation and is subject to the supervision of the Board of Selectmen. See Chapter 143 of the Acts of 1996, § 1.

WHEREAS, under ACHC's Home Rule legislation, ACHC has the power "with the approval of the board of selectmen, to acquire ..., and to own, ... and to ... sell, transfer, convey, ... or to otherwise dispose of, on such terms and conditions as it may deem proper, real ... property ... as may be necessary or appropriate to carry out its purposes." (St. 1996, c. 143, § 2(d)).

WHEREAS pursuant to Article 29 of the 2006 Acton Annual Town Meeting, the Town voted to transfer the Property from the tax title custodian to the Board of Selectmen for the purpose of conveyance, and to authorize the Board of Selectmen to convey the Property on such terms and conditions and for such consideration, which may include non-monetary consideration, as the Selectmen may determine, to ACHC for purposes of re-conveyance by ACHC, with the approval of the Board of Selectmen, to a qualified developer of affordable housing, selected pursuant to a Request for Proposals ("RFP"), which RFP shall specify restrictions on the subsequent use of the property for residential and affordable housing purposes.

NOW THEREFORE, the **Town of Acton**, a municipal corporation with a principal place of business at Town Hall, 472 Main Street, Acton, MA 01720, acting by and through its Board of Selectmen (hereinafter called the Town), agrees to convey and the **Acton Community Housing Corporation**, a nonprofit corporation established pursuant to Chapter 143 of the Acts of 1996, with a principal place of business at Town Hall, 472 Main Street, Acton, MA 01720 (hereinafter called ACHC) agrees to acquire, upon the terms hereinafter set forth, the following described Premises:

1. **DESCRIPTION**

A certain parcel of land with all buildings and improvements thereon situated in Acton, Middlesex County, Massachusetts, located at 28 Willow Street and 214 Central Street, shown as Lot 4 on an Approval Not Required Plan dated March 1, 2006, endorsed for the Acton Planning Board on March 22, 2006, and recorded in the Middlesex South Registry of Deeds as Plan No. 438 of 2006, consisting of 15,335 square feet more or less, with 104.33 feet of frontage (more or less) on Willow Street and 68.0 feet of frontage (more or less) on Central Street (the "Premises").

2. **TITLE DEED**

The Premises is to be conveyed by a Quitclaim Deed running to ACHC.

ACHC hereby acknowledges and accepts that The Town's title to the Premises as of the date of this Agreement is acceptable to ACHC for all purposes. ACHC hereby waives and accepts title to the Premises subject to any defects in title existing as of the date of this Agreement.

3. **PLANS**

If said deed refers to a plan necessary to be recorded therewith the Town shall reasonably cooperate with ACHC in the production and delivery of such plan with the deed in form adequate for recording or registration provided that The Town shall not be obligated to spend more than \$1.00 including attorneys' fees incurred in connection with its obligations under the provisions of this Section 3.

4. **REGISTERED TITLE**

If the title to said Premises is registered, said deed shall be in form sufficient to entitle ACHC to a Certificate of Title of said Premises, and the Town shall reasonably cooperate with ACHC in the production and delivery with said deed all instruments, if any, necessary to enable ACHC to obtain such Certificate of Title.

5. **TIME FOR PERFORMANCE; DELIVERY OF DEED**

Such deed is to be delivered at 10:00 o'clock A.M. on the next business day after a regular meeting of the Acton Board of Selectmen held in 2006 or 2007, with said closing date to be designated in writing by ACHC to the Town at least one week in advance thereof. Said closing date may be extended by agreement of the parties. Time is of the essence of this Agreement.

Such deed is to be delivered at the Town Manager's Office, Town Hall, 472 Main Street, Acton, MA, unless otherwise agreed upon in writing.

**6. POSSESSION AND CONDITION OF PREMISES**

Full possession of said Premises free of all tenants and occupants, except as herein provided, is to be delivered at the time of the delivery of the deed, said Premises to be then free and clear of personal property and equipment belonging to The Town. ACHC shall be entitled to inspect said Premises prior to the delivery of the deed in order to determine whether the condition thereof complies with the terms of this clause.

The condition of the Premises as of the date of this Agreement is hereby deemed to meet the requirements of this Section 6. ACHC shall take the Premises subject to any violations of building and zoning laws existing as of the date of this Agreement, and with any buildings and improvements in their then "as is" condition..

**7. ACCEPTANCE OF DEED**

The acceptance of a deed by ACHC shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms hereof, to be performed after the delivery of said deed or to survive delivery of said deed.

**8. PAYMENTS BY ACHC TO THE TOWN**

On the Effective Date of this Agreement, ACHC shall pay to the Town the following amount:

- \$112,707.81 representing the Town's lien for taxes, interest and penalties outstanding with respect to the Premises as of the date of its foreclosure by the Town of Acton;
- \$7,659.84 representing the payment in lieu of taxes to and including April 30, 2006, calculated in accordance with G.L. c. 44, § 63A;
- \$65,096.00 representing the assessment, containment and removal costs incurred by the Town with respect to the environmental condition of the Property; and
- \$17,084.67 representing the Town's attorney's fees and costs related to the Town's investigation of environmental contamination at the Property and the lawsuit to collect those costs.

As a prerequisite to the delivery of the deed, ACHC shall pay to the Town the following additional amount:

- \$1.00 representing agreed consideration for the Premises as a transaction between the Town and ACHC, "a non-profit housing corporation ... subject to the supervision of the board of selectmen of the Town of Acton" (St. 1996, c. 143, § 1).

The Town's performance hereunder is conditioned upon ACHC making these payments as set forth above.

As the Town and ACHC are both exempt from local property taxes, the Town and ACHC agree that no additional payment in lieu of taxes shall be due from ACHC to the Town with respect to the Premises (a) for the period from May 1, 2006 through the closing date under Section 5, or (b) during the term of ACHC's ownership of the Premises until its disposition in accordance with Section 9 hereof. See § 3 of Chapter 143 of the Acts of 1996. In the event G.L. c. 44, § 63A does require an additional payment in lieu of taxes from ACHC to the Town with respect to the Premises for the period from May 1, 2006 through the closing date, sufficient funds to cover said payment shall automatically be reallocated from the \$17,084.67 figure to the payment in lieu of taxes figure set forth above to fully cover the payment in lieu of taxes amount without any additional sum due from ACHC to the Town.

## **9. UNIFORM PROCUREMENT ACT**

This Agreement and the conveyance of the Premises from the Town to ACHC is not subject to the Uniform Procurement Act by virtue of M.G.L. c. 30B, ' 1(b)(7) as an "agreement between agencies, boards, commissions, authorities, departments or public instrumentalities of one city or town."

After acquiring the Premises, ACHC shall, with the approval of the Board of Selectmen, within two years, re-convey the Premises to a qualified developer of affordable housing, selected pursuant to a Request for Proposals ("RFP") under M.G.L. c. 30B, ' 16. The RFP shall specify restrictions on the subsequent use of the property for residential and affordable housing purposes and shall be substantially in accordance with the draft RFP attached hereto as Exhibit A, with such amendments thereto as Town Counsel may approve.

If ACHC decides to dispose of the Premises at a price less than the value as determined pursuant to paragraph (b) of M.G.L. c. 30B, ' 16, ACHC shall publish notice of its decision in the central register, explaining the reasons for its decision and disclosing the difference between such value and the price to be received.

The provisions of this Section shall survive the closing hereunder and the delivery of the Deed.

## **10. CLOSING DOCUMENTS:**

### **A. Town's Documents.**

At the Closing, the Town shall deliver to ACHC the following duly executed (and notarized) documents or instruments:

- (1) Quitclaim Deed to the Premises in accordance with the provisions of

Section 2 of this Agreement (together with the original certificate of title (if available) if any portion of the Real Estate constitutes registered land).

- (2) An affidavit establishing that The Town is not a foreign person as defined in I.R.S. Code Section 1445 (and the regulations promulgated thereunder) in the form recommended by the Internal Revenue Service for the purpose of establishing that the withholding requirements of said Section 1445 do not apply to this transaction.
- (3) Any forms required to comply with Internal Revenue Service reporting requirements.
- (4) Any other documents required to be delivered at Closing pursuant to this Agreement.

**B. ACHC's Documents.**

At closing, ACHC shall deliver to the Town the following duly executed (and notarized) documents or instruments:

- (1) Disclosure of beneficial interest in real property transaction in accordance with G.L. c. 7, ' 40J, executed as of the closing date.
- (2) Non-delinquency statement required by M.G.L. Chapter 60, Section 77B executed as of the closing date.
- (3) A check payable to the Town in the amount of \$1.00 in accordance with Section 8 of this Agreement.
- (4) Acknowledgment regarding Title V inspection requirements.
- (5) Certificate of payment of taxes in accordance with G.L. c. 62C, § 49A.
- (6) Certificate as to authority of ACHC to acquire the Premises and the authority of the individual(s) authorized to execute documents with respect to the transaction, dated within thirty (30) days prior to closing.
- (7) Any other documents required to be delivered at Closing pursuant to this Agreement.

**11. CONSTRUCTION OF AGREEMENT**

This instrument, executed in multiple counterparts, is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, and merges all prior and contemporaneous agreements, understandings, warranties or representations.

This Agreement may be canceled, modified or amended only by a written instrument executed by both the Town and ACHC.

The captions and marginal notes are used only as a matter of convenience and are not to be considered a part of this agreement or to be used in determining the intent of the parties to it.

**12. NO ASSIGNMENT**

This Agreement shall not be assigned by ACHC to any other person or entity.

**13. NOTICES**

All notices required or permitted hereunder shall be deemed to have been duly given if in writing and delivered by hand or when mailed by registered or certified mail, return receipt requested, all charges paid, as set forth below:

If to ACHC, notice shall be sent to:

Nancy Tavernier  
Acton Community Housing Corporation  
Town Hall  
472 Main Street  
Acton, MA 01720

If to the Town, notice shall be sent to:

Don P. Johnson  
Town Manager  
Town Hall  
472 Main Street  
Acton, MA 01720

**14. EFFECTIVE DATE**

The Effective Date of this Agreement shall be April 28, 2006, or on such extended date as the parties may in writing agree.

**15. CAPACITY OF SIGNATORS**

The representatives of the Town or ACHC who execute this agreement shall do so in a representative capacity only, and shall not be personally liable for any obligation, express or implied, hereunder.

**16. ACHC'S ACCESS TO PROPERTY AND INDEMNITY TO SELL**

ACHC shall have the right, from time to time, for reasonable cause and upon prior notice to and approval of the Town to enter upon the Premises at ACHC's sole risk and expense, for the purpose of surveys or other inspection.

ACHC shall hold the Town harmless from and against any claims for injury to persons or damage to property arising out of ACHC's or ACHC's agents' acts or omissions during the course of such surveys or other inspection.

ACHC's obligation to hold the Town harmless as provided herein shall survive the termination of this Agreement and the delivery of the Deed.

**17. NO WARRANTIES AND REPRESENTATIONS**

ACHC acknowledges that ACHC has not been influenced to enter into this transaction nor has it relied upon any warranties or representations not set forth or incorporated in this agreement.

ACHC agrees and acknowledges that ACHC has been given full and ample opportunity to inspect the Premises prior to execution of this Agreement and that ACHC has, in fact, fully inspected the Premises (or declined to do so on an informed and willing basis) and that:

- ACHC is satisfied in all respects with the condition of the Premises.
- ACHC is acquiring the Premises in an as is condition, without representation or warranty of any kind, either express or implied.
- The Town has made no warranty or representations whatsoever on which ACHC has relied, including, without limitation, any warranties or representations concerning (a) the condition of the Premises (including, without limitation, relating to environmental matters), (b) title, (c) zoning, or (d) any other matter

relating to the Premises.

ACHC on behalf of itself and on behalf of any person or entity subsequently acquiring the Premises from AHCH hereby releases and forever discharges the Town of Acton and its boards, commissions, employees, agents and attorneys from any and all claims, demands, causes of action and suits whatsoever which ACHC now has or at any time hereafter may have which relates in any way to the (i) the condition of the Premises (including, without limitation, relating to environmental matters and/or the release or threat of release of oil or hazardous materials at or from the Premises), (ii) title, (iii) zoning, (iv) any other matter relating to the Premises, and/or (v) by virtue of any alleged warranty or representation.

The provisions of this Section shall survive delivery of the deed of the Premises.

**18. STATUTORY APPROVAL**

Pursuant to Section 2(d) of Chapter 143 of the Acts of 1996, the Acton Board of Selectmen, at a meeting duly called for the purpose, voted to approve and does hereby approve the prospective acquisition by the Acton Community Housing Corporation of the Premises described herein.

**19. ROLE OF TOWN COUNSEL**

ACHC and the Town acknowledge that Town Counsel has drafted this Agreement on the instructions of the Acton Board of Selectmen representing the interests of the Town.

Pursuant to Section 2(c) of Chapter 143 of the Acts of 1996, with the approval of the Board of Selectmen, ACHC may make and execute a contract, "subject to the approval of the town counsel of the town of Acton as to form." This Agreement shall be deemed so approved as to form.

Pursuant to Section 2(f) of Chapter 143 of the Acts of 1996, Town Counsel has indicated to ACHC that, with the approval of the board of selectmen, ACHC has the authority "to employ from time to time ... attorneys ... as may be necessary in its judgment" to advise ACHC with respect to its interests. ACHC has voluntarily and with the benefit of full disclosure elected not to separately engage its own attorney with respect to this Agreement.

**THE TOWN OF ACTON,**  
By and through the  
Acton Board of Selectmen,

  
\_\_\_\_\_  
Peter K. Ashton, Chairman

  
\_\_\_\_\_  
F. Dore Hunter

Lauren S. Rosenzweig  
Lauren S. Rosenzweig

Walter M. Foster  
Walter M. Foster

Andrew D. Magee  
Andrew D. Magee

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF MIDDLESEX

On this 24 day of April, 2006, before me, the undersigned Notary Public, personally appeared each of the foregoing named members of the Board of Selectmen of the Town of Acton, proved to me through satisfactory evidence of identification, which was: examination of known to me, to be the person whose name is signed on the preceding document, and acknowledged to me that he/she signed it voluntarily for its stated purpose as the foregoing named members of the Board of Selectmen of the Town of Acton, a municipal corporation.

Christine M. Joyce  
(Official signature and seal of notary)  
Notary Public: Christine M. Joyce  
My Commission Expires: Sept. 26, 2008

APPROVED AS TO FORM:

\_\_\_\_\_  
Stephen D. Anderson  
Town Counsel  
ANDERSON & KREIGER LLP  
43 Thorndike Street  
Cambridge MA 02141-1764

Acton Community Housing Corporation  
By and through

Nancy Tavernier

Nancy Tavernier

Its: Duly Authorized Chair

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF MIDDLESEX

On the 27 day of April, 2006, before me, the undersigned Notary Public, personally appeared, Nancy Tavernier, proved to me through satisfactory evidence of identification, which were known to me to be the person whose name is signed on the preceding document, and acknowledged to me that she signed it voluntarily for its stated purpose as the authorized official of the Acton Community Housing Corporation and, as such, was authorized to execute this instrument.

Christie M. Joyce

(Official signature and seal of notary)

Notary Public: Christie M. Joyce

My Commission Expires: Sept 26, 2008

**EXHIBIT A**

**Draft Request for Proposals ("RFP") under M.G.L. c. 30B, ' 16**

## **Request for Proposals (RFP)**

### **Disposition of Municipal Real Estate For Affordable Housing Purposes Acton Community Housing Corporation**

#### **A. Introduction**

##### **1. Invitation to Bid**

The Acton Community Housing Corporation (“ACHC”) is seeking proposals for the disposition of certain real property at 28 Willow Street and 214 Central Street, Acton, MA, and the construction of three units of affordable housing and associated improvements on the property. The ACHC is a quasi-public body, under the control of the Acton Board of Selectmen that facilitates affordable housing opportunities in the Town of Acton.

The RFP specifies the process for disposition and the restrictions imposed on the subsequent use of the Property for residential and affordable housing purposes. After acquiring the Property, the successful RFP Respondent must:

- construct (within the time specified in the RFP) a duplex farmhouse-style building on the Central Street side of the Property, a single family bungalow-style building on the Willow Street side of the Property, and various other improvements, all in accordance with plans and permits provided by ACHC. (The duplex will contain a 3-bedroom unit and a 2- bedroom unit. The bungalow will contain a 3- bedroom unit.)
- establish a condominium for the units and must market the units promptly upon completion. Two of the units will be restricted as affordable units and sold in a lottery process. The sale price of the third unit will be restricted under the RFP.

The purpose of this RFP is to select a developer/owner who will acquire, develop, restrict, and market the Property in accordance with this RFP.

Depending on the development costs, there is a potential for the RFP Respondent’s costs to exceed its revenue. To help address this issue and to afford a reasonable development profit, there is no minimum bid price for the Property. In addition, subsidies may be available for this project under the Town’s Community Preservation Act Fund or through donations and other governmental programs.

**2. Site Tour and Briefing**

Interested RFP Respondents **are required** to have a representative attend an information session at Town Hall followed by an on-site tour at the Property. The information session will be on \_\_\_\_\_, **2006 beginning at 10:00AM**.

Advance registration to attend the briefing is encouraged by no later than the close of business \_\_\_\_\_, 2006.

To register, please contact Nancy Tavernier (978-263-9611 ) or Ryan Bettez 617-828-4197 (Ryan), [achc@acton-ma.gov](mailto:achc@acton-ma.gov) .

**3. Submission Deadline**

Sealed proposals will be received at the following address until 12:00 noon, on **Thursday**, \_\_\_\_\_, **2006**, at which time and place they will be publicly opened and read aloud:

Acton Community Housing Corporation  
Acton Town Hall  
472 Main Street  
Acton, Massachusetts 01720

No proposals submitted after this time will be accepted.

RFP Respondents must submit an original and eight (8) copies of the Response in a sealed package, plainly marked RFP - Proposal for Disposition "ACHC Property." Within the sealed package, the original and eight (8) copies of the Price Summary Form must be contained in a separate sealed envelope plainly marked Price Summary Form - RFP Proposal for Disposition "ACHC Property."

RFP Respondents must meet all minimum evaluation criteria, must complete the enclosed proposal form and price summary form, and must include all required documents.

RFP Respondents may correct, modify or withdraw proposals, in writing only, prior to the proposal opening. Corrections or modifications must be in a sealed envelope when submitted.

All proposals must remain in effect for a period of one hundred eighty (180) calendar days from the deadline for submission, or until the disposition has been effectuated, or this Request for Proposals is cancelled, whichever occurs first.

**4. Questions on RFP**

All inquiries concerning this RFP should be in writing and directed, no later than \_\_\_\_\_, to:

Acton Community Housing Corporation  
Acton Town Hall  
472 Main Street  
Acton, Massachusetts 01720

Attention:  
Nancy Tavernier or Ryan Bettez  
978-263-9611 (Nancy) or 617-828-4197 (Ryan)  
[achc@acton-ma.gov](mailto:achc@acton-ma.gov)

**5. Disclaimers and Caveats**

ACHC makes no representations or warranties, express or implied, as to the accuracy and/or completeness of the information provided in this RFP.

ACHC has attempted in this RFP to be accurate, but ACHC is not responsible for any unintentional errors herein.

All proposals shall be deemed to be public records with the meaning of M.G.L. c. 4, ' 7(26).

The award of this contract is subject to Chapter 143 of the Acts of 1996, M.G.L. c. 30B, ' 16, and Article 29 adopted at the Acton Annual Town Meeting of April 4, 2006 (Exhibit A).

ACHC's Disposition of the Property is subject to approval of ACHC and the Acton Board of Selectmen under § 2(d) of Chapter 143 of the Acts of 1996.

## **B. Property Description**

Set forth below is certain background information about the Property which ACHC has assembled from a variety of sources. ACHC is providing this information in this RFP and its Exhibits and supplements (collectively the "Property Information"). However, ACHC and the Town of Acton make no representation or warranty, express or implied, as to the accuracy and completeness of the Property Information. ACHC and the Town of Acton assume no liability for the accuracy or completeness of the Property Information and each RFP Respondent assumes all risk in connection with the use of the Property Information and by responding to the RFP releases ACHC and the Town of Acton and their Boards and officials from any liability whatsoever in connection with the use of the Property Information by the RFP Respondent.

### **1. Location and Site Information:**

This RFP involves the sale of the Property located at 28 Willow Street and 214 Central Street, Acton, MA, described as follows:

- The Property was taken by the Town of Acton for nonpayment taxes in Land Court Case Nos. 112320 T.L. and 112319 T.L. (Judgments dated May 4, 1998).
- The Property was transferred to ACHC by deed from the Town dated \_\_\_\_\_, 2006, and recorded in the Middlesex South Registry of Deeds at Book \_\_\_\_, Page \_\_\_\_ (Exhibit B).
- The Property is shown as Lot 4 on an Approval Not Required Plan dated March 1, 2006, endorsed for the Acton Planning Board on March 22, 2006, and recorded in the Middlesex South Registry of Deeds as Plan No. 438 of 2006 (Exhibit C).
- The Property consists of 15,335 ± square feet, with 104.33 ± feet of frontage on Willow Street and 68.0 ± feet of frontage on Central Street.
- The Property is to be conveyed with the benefit of a perpetual Access & Utility Easement granted to ACHC by Easement dated \_\_\_\_\_, 2006, and recorded in the Middlesex South Registry of Deeds at Book \_\_\_\_, Page \_\_\_\_ (Exhibit D).
- In acquiring the Property from the Town, ACHC paid the Town for outstanding back taxes, interest and penalties, and ACHC made a payment in lieu of taxes calculated in accordance with M.G.L. c. 44, ' 63A. As there is no minimum bid price, an RFP Respondent (while free to make a proposal it deems most advantageous) is not obligated to reimburse ACHC for these amounts.

**2. Buildings and Improvements:**

There currently exist a building and improvements, fixtures and equipment on and under the Property. The Successful RFP Respondent shall be responsible for the demolition and removal of any such buildings, improvements, fixtures and equipment currently situated on or under the Property in preparation for construction of the Project under this RFP.

**3. Zoning:**

The Property is currently zoned Village Residential. ACHC has received a Determination of Site Eligibility and Preliminary Approval of the Project under DHCD's Local Initiative Petition under the Local Initiative Program, 760 CMR 45.00, dated December 5, 2005, as amended dated December 15, 2005 (collectively the "LIP Approval;" Exhibit E), and ACHC has received a Comprehensive Permit for the Project pursuant to M.G.L. Chapter 40B (the "Comprehensive Permit;" Exhibit F). All development and use of the Property shall conform to the requirements of the LIP Approval and the Comprehensive Permit.

**4. Utilities and Infrastructure:**

Public water, natural gas and electricity are available at the Property.

There is no public sewer serving the Property. The Acton Board of Health has issued a Sewage Disposal Permit for new construction of subsurface sewage disposal systems for the three proposed residential units on the Property (the "Sewage Disposal Permit;" Exhibit G) in accordance with the plans prepared by Town of Acton Engineering Department, dated 4/25/2006, entitled Subsurface Sewage Disposal Plan 28 Willow Street & 214 Central Street (the "Sewage Disposal Plans;" Exhibit H).

The Successful RFP Respondent shall be responsible for construction of the three sewage disposal systems in accordance with the Sewage Disposal Permit and the Sewage Disposal Plans.

The Successful RFP Respondent shall be responsible for making all utility connections and paying the cost involved.

**5. Environmental Issues:**

After acquiring tax title to the property in 1998, the Town retained O'Reilly, Talbot and Okun Associates Inc. ("OTO") to commence a Chapter 21E investigation of the property. That investigation revealed the release or threat of release of certain oil and/or hazardous materials at and from the Site in excess of the Massachusetts Department of Environmental Protection's RCS-1 Reportable Concentration for Soils

Classified as S-1. The Town notified DEP of this condition and OTO conducted various assessment, containment and removal actions at the Site. In June 2002, OTO submitted a Phase II report and a Class A-2 Response Action Outcome Statement for the Site (attached hereto as Exhibit I). On April 10, 2003, DEP issued a Notice of Audit and Request for Site Inspection for the Site. In response, OTO prepared an Addendum to the Method 3 Risk Characterization, which evaluated potential risks associated with exposure to groundwater by construction/utility workers. For further information, RFP Respondents should consult DEP's file for RTN No. 2-12578.

**6. Appraisal:**

The firm of Avery and Associates has appraised the Property as of August 29, 2005, as set forth in the Appraisal Report dated September 6, 2005 (Exhibit J).

**7. Respondent's Responsibility for Due Diligence:**

RFP Respondents should undertake an independent review and analysis concerning physical conditions, environmental conditions, applicable zoning, required permits and approvals, and other development and legal considerations pertaining to the Property, the Work, and the proposed use.

ACHC and the Town of Acton make no representation or warranty with respect to the Property, including without limitation, ACHC's title to the Property, the value, quality or character of the Property or its fitness or suitability for any particular use and/or the physical and environmental condition of the Property.

The successful RFP Respondent shall accept the Property on a strictly "as is" basis without any warranty or obligation whatsoever on the part of ACHC and/or the Town of Acton.

The RFP Respondent shall release, defend, indemnify and hold ACHC and the Town of Acton harmless from and against any and all claims, damages, losses, penalties, costs, expenses and fees (including without limitation reasonable legal fees) attributable to the physical and environmental condition of the Property.

## C. Evaluation of Proposals

ACHC will review all proposals received by the filing deadline in accordance with the Comparative Evaluation Criteria in Appendix I and the following procedure:

- Proposals will be evaluated and rated by an ACHC Selection Committee according to the Comparative Evaluation Criteria set forth in this Appendix I to the RFP.
- The Committee will make its recommendations to the ACHC Board.
- The ACHC Board will select the most advantageous proposal from the responsible and responsive RFP Respondents, taking into consideration the Comparative Evaluation Criteria, the Committee's recommendations, and the Board's own judgment as to which RFP Respondent best meets the Comparative Evaluation Criteria.
- ACHC will notify all RFP Respondents in writing of the decision.
- Under ACHC's enabling legislation, the actual disposition is subject to the approval of the Acton Board of Selectmen.

ACHC reserves the right to reject any and all proposals if ACHC determines that it is in its best interest to do so. ACHC also reserves the right to waive any informalities in the proposal process and to accept the proposal(s) deemed to be in the best interest of ACHC.

ACHC reserves the right to interview or to seek additional information from any RFP Respondent after the opening of Proposals but before entering into a Disposition Agreement, to reject any proposal if ACHC deems it to be in the best interests of ACHC, and to award the Disposition Agreement to the next qualified applicant.

## **D. Disposition Agreement**

The successful RFP Respondent will have thirty (30) days from the time he/she/it receives notice from ACHC that the offer has been accepted to execute the Purchase and Sale Agreement for the Disposition of the Property (Disposition Agreement) (Exhibit K), with such mutually acceptable amendments as are consistent with this RFP and approved by ACHC. Any such amendments to the Disposition Agreement may be negotiated by ACHC after the successful bidder has been selected.

If the successful RFP Respondent fails to execute the Disposition Agreement within thirty (30) days of notice of award (or within any extension to which ACHC may agree in writing), ACHC may select the next most advantageous offer.

## **E. Specific Terms, Conditions and Restrictions on Reuse**

Pursuant to M.G.L. c. 30B, § 16, ACHC sets the following terms, conditions and restrictions on the RFP Respondent's use of the Property pursuant to the RFP:

### **1. The Project**

After acquiring the Property, the RFP Respondent shall, at its sole expense, perform and complete all work necessary for the design and construction of three residential condominium units in two buildings on the Property, together with related improvements, all in strict conformity with the following plans, specifications and requirements (the "Work"):

1. The Proposed Schematic Site Plan and Proposed Schematic Elevations prepared by Terrence G. Heinlein AIA Architect, dated June 6,, 2005 (Exhibit L);
2. The attached Construction Specifications (Exhibit M).
3. The requirements of this RFP;
4. The requirements of the Disposition Agreement;
5. The requirements of the LIP Approval;
6. The requirements of the Comprehensive Permit;
7. The requirements of the Sewage Disposal Permit and the Sewage Disposal Plans; and
8. The requirements of all other required governmental permits and approvals.

### **2. Costs of the Work**

The RFP Respondent shall be solely responsible for all costs and expenses of the Work, including without limitation, demolition of the existing building and improvements on the Property, the design and construction of the new buildings and improvements, the installation of all utilities and site work required for the proposed housing use, and any other measures necessary to construct and occupy the Project in compliance with all applicable federal, state and local laws, ordinances, rules, regulations and codes for the proposed use. Except to the extent provided herewith, the RFP Respondent shall, at its sole cost and expense, obtain all necessary permits, approvals and licenses from governmental authorities, including the Town of Acton, required for Work.

The RFP Respondent shall pay (or cause to be paid) all costs and expenses associated with the Work (including, without limitation, all architectural, engineering, construction, legal and consultant fees and costs) and shall defend, indemnify and hold ACHC and the Town of Acton harmless from and against any and all claims, damages, losses, penalties, costs, expenses and fees (including without limitation reasonable legal fees) attributable to the performance of the Work.

3. **Performance Standards**

The RFP Respondent shall perform and complete the Work in a good and workmanlike manner, in compliance with good engineering and construction practices, using all new materials, and with the requirements of all applicable laws, ordinances, codes, orders, rules and regulations of all governmental authorities, agencies or departments with jurisdiction.

The RFP Respondent shall take all reasonably necessary measures to (i) minimize dust, noise and construction traffic, (ii) minimize any damage, disruption or inconvenience caused by the Work, and (iii) make adequate provision for the safety and convenience of all persons affected thereby and to properly police same. Dust, noise and other effects of such work shall be controlled using commercially accepted methods customarily utilized in order to control deleterious effects associated with construction projects in a populated or developed area.

4. **Affordability Requirements**

ACHC has established the following affordable housing goals and guidelines for the reuse of the Property, which shall be incorporated as terms, conditions and restrictions on the RFP Respondent's use of the Property:

(a) **Unit Price Limits**

- 100% of the units shall be condominium units, each with an Exclusive Use Areas as shown on the project plans.
- There shall be one two-bedroom unit and one three-bedroom unit in a duplex farmhouse-style building on the Central Street side of the Property.
- There shall be one three-bedroom unit in a single family bungalow-style home on the Willow Street side of the Property.
- The initial sale price of the affordable three-bedroom unit in the single family home will not exceed \$176,500, and it will be sold pursuant to a lottery process as required by the Comprehensive Permit.

- The initial sale price of the two-bedroom affordable unit in the duplex will not exceed \$157,900, and it will be sold pursuant to a lottery process as required by the Comprehensive Permit.
- The initial sale price of the three-bedroom unit in the duplex (the “Duplex 3-Bedroom Unit”) shall not exceed \$330,000, and that unit shall be subject to the special conditions in Section E.4.c below..
- Local preference for affordable units shall be provided to the maximum extent allowed by legal requirements.

(b) Minimum Affordability Commitment

- Each Proposal must meet the Minimum Affordability Commitment, as stated in the LIP Approval, Exhibit E.
- Without limitation, two of the units (not including the Duplex 3-Bedroom Unit) shall be restricted in perpetuity for occupancy by persons or households whose aggregate family income does not exceed 80% of the median gross income for the area (“AMI”), as established by the United States Department of Housing and Urban Development, consistent with the terms and policies of the Department of Housing and Community Development’s Local Initiative Program and the Comprehensive Permit. These two units shall be eligible for qualification in and a new addition to the Town’s Subsidized Housing Inventory under General Laws Chapter 40B.

(c) Special Conditions for Duplex 3-Bedroom

The following special conditions shall apply to the Duplex 3-Bedroom Unit and shall govern the successful RFP Respondent hereunder and its successors and assigns (collectively the “Developer”):

- (i) The Acton Housing Authority (“AHA”) may issue its own Request for Proposals (the “AHA RFP”) to acquire a 3-bedroom unit in the Town of Acton.
- (ii) If the AHA RFP is issued on or before the thirtieth day after the issuance of a building permit for the Duplex 3-Bedroom Unit, the Developer shall timely and fully respond to the AHA RFP, and shall offer the Duplex 3-Bedroom Unit to AHA at a price not to exceed \$330,000.
- (iii) In the event that (A) AHA awards the acquisition contract to the Developer within thirty days after the AHA RFP bid opening, and (B) within thirty days thereafter AHA executes an agreement to

acquire the Duplex 3-Bedroom Unit and to close on that acquisition within thirty days after the issuance of a final occupancy permit for that unit, then the Developer shall sell the Duplex 3-Bedroom Unit to AHA pursuant to the AHA RFP award and that agreement.

- (iv) In the event AHA does not timely issue the AHA RFP, award the contract to the Developer, or execute the agreement to acquire the Duplex 3-Bedroom Unit, then ACHC shall have the option, exercisable on or before the 120<sup>th</sup> day after issuance of the building permit for the Duplex 3-Bedroom Unit, to buy down the Duplex 3-Bedroom Unit's selling price from \$330,000 to \$ 176,500 and to restrict the Duplex 3-Bedroom Unit to be affordable for a 4 person household at 80% AMI.
- (v) In the event ACHC does not timely exercise that option, then the Developer shall sell and restrict the Duplex 3-Bedroom Unit to a qualifying 4 person household at 130% AMI at a selling price not to exceed \$330,000.
- (vi) Unless AHA acquires the Duplex 3-Bedroom Unit as set forth above, the Duplex 3-Bedroom Unit shall initially be sold pursuant to a lottery process as required by the Comprehensive Permit to a qualifying household at the applicable affordability percentage.

## 5. Schedule

Each RFP Respondent shall submit with its proposal its anticipated critical path time schedule for major Project milestones (including such matters as financing, permitting, design, closing, construction, lottery, marketing and sale) so that the Work shall be commenced and completed, and the units marketed, sold and occupied as soon as reasonably possible. The schedule shall, at a minimum, meet the following requirements.

- The successful RFP Respondent shall be prepared to execute the Disposition Agreement within 30 days from the notice of award from the Town.
- The successful RFP Respondent shall close on the acquisition of the Property and commence the Work as soon as reasonably possible following the signing of the Disposition Agreement; provided, however, that the closing shall not occur unless and until the RFP Respondent has obtained a binding commitment from a governmental or institutional lender for a construction loan in an amount adequate, in the judgment of ACHC, to complete the Work hereunder.

- The closing on the disposition of the Property shall occur contemporaneously with the closing on the construction loan financing. Any mortgage securing the construction loan financing shall be expressly subject to the Disposition Agreement including the unit deed restrictions and resale affordability restrictions intended to ensure compliance with the affordable housing requirements of this RFP.
- The successful RFP Respondent shall complete the Work not later than eighteen (18) months after the closing on the disposition of the Property by ACHC to the RFP Respondent pursuant to the Disposition Agreement.

**6. Right of Reverter**

The Disposition Agreement shall incorporate a critical path time schedule for the Work and a deadline for completion of the Work. In the event that the RFP Respondent shall fail to commence the Work or to substantially complete the Work within the required time frames, ACHC shall provide written notice of that breach to the RFP Respondent.

In the event that the RFP Respondent does not cure said breach within thirty days after its receipt of that notice, or within such extended time as ACHC may in writing agree, the Property shall revert to ACHC.

Commencement of the Work shall mean commencement (on or before the deadline specified) of construction of one or more buildings pursuant to building permit(s) issued by the Town of Acton.

Substantial completion of the Work shall be mean that certificates of occupancy have been issued for all three condominium units on or before the deadline specified.

## F. Document Submission Requirements

The following documents (fully completed and executed as applicable) must accompany the proposal. Failure to provide any of the required documents may result in the determination that the Offer is non-responsive. Numbered tabs should match numbered items in the following table, and should appear in the order given.

The RFP Response should include a cover Letter with the following tabbed exhibits:

<b>Tab</b>	<b>Contents</b>
1.	Proposal Form (Exhibit N)
2.	Price Summary Form (Exhibit O) along with a completed Pro Forma (a detailed breakdown of projected revenues and costs on the form provided as Exhibit P) (both in an sealed envelope labeled as set forth above)
3.	Certificate of Non-Collusion (Exhibit Q)
4.	Disclosure of Beneficial Interest Form as required by M.G.L. c.7, ' 40J (Exhibit R)
5.	Non-Delinquency Statement required by M.G.L. c. 60, ' 77B (Exhibit S)
6.	Commitment for payment in lieu of taxes calculated in accordance with M.G.L. c. 44, ' 63A (Exhibit T)
7.	Acknowledgment that the sale is not exempt from the Title 5 inspection requirements of 310 CMR 15.301(f), if and as applicable (Exhibit U)
8.	Certification as to Payment of Taxes (Exhibit V)
9.	Copy of the Disposition Agreement indicating changes, if any, requested by the RFP Respondent (Exhibit K)
10.	Developer's Profile - - a brief summary of the Developer's organization and experience, resumes of principals, a list of 3 client/customer references, a financial statement, and a disclosure of any liens, foreclosures, bankruptcies, or other actions that would interfere with construction financing or delay the timely progress of the project
11.	Architect's & Engineer's Profile - - a brief summary of the Architect's & Engineer's organization and experience, resumes of principals, a list of 3 client/customer references, a financial statement, and a disclosure of any liens, foreclosures, bankruptcies, or other actions that would interfere with construction financing or delay the timely progress of the project

12.	General Contractor's Profile - - a brief summary of the contractor's organization and experience, resumes of principals, a list of 3 client/customer references, a financial statement, and a disclosure of any liens, foreclosures, bankruptcies, or other actions that would interfere with construction financing or delay the timely progress of the project. Names and similar summaries of all subcontractors are also required
13.	Letters of Reference -- one letter of reference each for the Developer, the Architect & Engineer, and the General Contractor from a client or customer
14.	Technical Proposal - detailed specifications of the proposed design, building materials, house components, unit amenities, and other planned improvements to the Property as part of the Work must be provided
15.	Critical path time schedule conforming to Section VII(d) above
16.	Corporate Resolution, if a Corporation (Exhibit W)

Updated originals of forms 4-8 shall be executed and delivered by the RFP Respondent at Closing and as a pre-condition thereto.

## **Appendix I: Comparative Evaluation Criteria**

### **1. Minimum Threshold Criteria**

Submissions must meet the following minimum threshold criteria:

1. The Proposal must be complete and conform to all submission requirements set forth in this RFP and any Addendum to this RFP issued before the submission deadline.
2. The Proposal must be timely submitted.
3. The RFP Respondent must agree to engage a contractor licensed by the State of Massachusetts as a Construction Supervisor.
4. The Proposal must meet the Minimum Affordability Commitment, as stated above and in the LIP Approval, Exhibit E.
5. As part of this project, the RFP Respondent must agree to be responsible for the costs to hire a qualified agency to administer homebuyer qualification and the housing lottery process.

### **2. Competitive Evaluation Criteria**

Each proposal meeting the minimum threshold criteria will then be judged on the following additional competitive evaluation criteria:

#### **a. Affordability.**

- A Highly Advantageous rating will be given to a proposal that in the judgment of the evaluators exceeds the Minimum Affordability Commitment by providing a greater percentage (*i.e.* 100%) or a greater mix (*i.e.* low and very low income) of affordable units. Given the importance of this criterion, as between two competing “Highly Advantageous” proposals, preference as to the affordability criterion will be given to the proposal providing the greater percentage and greater mix of affordable units.
- An Advantageous rating will be given to a proposal that in the judgment of the evaluators meets the Minimum Affordability Commitment.
- An Unacceptable rating will be given to a proposal that in the judgment of the evaluators fails to meet the Minimum Affordability Commitment.

b. **Financial Capacity.**

- A Highly Advantageous rating will be given to a proposal that in the judgment of the evaluators identifies a Project Team with exceptional financial capacity to undertake the Project proven by prior experience financing real estate development, including securing any necessary interim financing, ability to provide any equity contribution projected in the Sources and Uses Budget, and ability to secure financing as evidenced by letter(s) from prospective lender(s) and other supporting material.
- An Advantageous rating will be given to a proposal that in the judgment of the evaluators identifies a Project Team with reasonable financial capacity to undertake the Project.
- An Unacceptable rating will be given to a proposal that in the judgment of the evaluators fails to identify a Project Team with reasonable financial capacity to undertake the Project.

c. **Project Team.**

- A Highly Advantageous rating will be given to a proposal that in the judgment of the evaluators identifies a Project Team capable of completing the Project successfully and in an expedited manner as evidence by such factors as (a) extensive experience with residential projects, (b) an exceptional record of designing and constructing residential projects ahead of schedule, within budget and with minimal changes during construction, and (c) the resumes and references of principals and senior staff assigned to the Project.
- An Advantageous rating will be given to a proposal that in the judgment of the evaluators identifies a Project Team capable of completing the Project acceptably and on time as evidence by such factors as (a) suitable experience with residential projects, (b) a suitable record of designing and constructing residential projects on time and within budget, and (c) the resumes and references of principals and senior staff assigned to the Project.
- An Unacceptable rating will be given to a proposal that in the judgment of the evaluators fails to identify a Project Team capable of completing the Project acceptably and on time.

d. **Feasibility of Proposed Project.**

- A Highly Advantageous rating will be given to a proposal that in the judgment of the evaluators is highly feasible based on an analysis of the development budget, the demonstrated ability of the Project Team to resolve environmental and permitting issues as they may arise, the likely acceptability of designs by regulators, lenders and funders, the likelihood of obtaining proposed financing for construction and soft costs as estimated, and the reasonableness of the budget.
- An Advantageous rating will be given to a proposal that in the judgment of the evaluators is feasible based on an analysis of these factors.
- An Unacceptable rating will be given to a proposal that in the judgment of the evaluators is not feasible based on an analysis of these factors.

e. **Quality of Design and Construction.**

- A Highly Advantageous rating will be given to a proposal that in the judgment of the evaluators presents qualitative improvement to the proposed design; presents superior merit in terms of architectural features, unit designs and amenities, and the quality of proposed construction; and observes careful site planning.
- An Advantageous rating will be given to a proposal that in the judgment of the evaluators complies with the design requirements of the RFP and presents an acceptable quality of building and unit design and construction.
- An Unacceptable rating will be given to a proposal that in the judgment of the evaluators presents an unacceptable quality of building and unit design and construction.

f. **Proposed project development schedule.**

A Project with a shorter but achievable development schedule will receive a more advantageous rating on this criterion than a Project with a longer development schedule or an impractical development schedule.

g. **Proposed Price/Subsidy.**

Because the sale price of all three units will be restricted under the RFP, the successful RFP Respondent's potential revenue from the project is, by definition, limited. Depending on the development costs, there is a potential for the RFP Respondent's costs to exceed its revenue. To help bridge the gap and to afford a reasonable development profit, there is no minimum bid price for the Property. In addition, subsidies may be available for this project under the Town of Acton's Community Preservation Act ("CPA") Fund or through donations and other governmental programs. In the price proposal, the RFP Respondent must specify its proposed purchase price offered for the Property and any proposed grants the RFP Respondent will request from ACHC and/or the Town of Acton (such as Community Preservation Act funds). In this way, ACHC will be able to compare each offer based on the net financial gain or net financial subsidy.

- A Highly Advantageous rating will be given to a proposal that in the judgment of the evaluators presents a positive financial gain to ACHC and the Town of Acton, without materially sacrificing on the quality of the Project, measured in terms of (a) the proposed purchase price offered for the property, minus (b) any proposed subsidies to be requested by the RFP Respondent from ACHC and/or the Town of Acton (such as Community Preservation Act funds). With respect to this criterion, as between two Highly Advantageous projects, the project with the higher positive financial gain (if any) to ACHC and the Town, without materially sacrificing on the quality of the Project, will be considered more favorably.
- An Advantageous rating will be given to a proposal that in the judgment of the evaluators presents modest need for a net subsidy from ACHC and/or the Town of Acton, without materially sacrificing on the quality of the Project, measured in terms of (a) the proposed price offered for the property, minus (b) any proposed subsidies to be requested by the RFP Respondent from ACHC and/or the Town of Acton (such as Community Preservation Act funds). With respect to this criterion, as between two Advantageous projects, the project with the smaller net subsidy from ACHC and/or the Town, without materially sacrificing on the quality of the Project, will be considered more favorably.
- An Unacceptable rating will be given to a proposal that in the

judgment of the evaluators presents the need for an unacceptable net subsidy from ACHC and/or the Town of Acton.

h. **Requested Changes to Disposition Agreement.**

There will be an evaluation of changes to the Disposition Agreement requested by the RFP Respondent. RFP Respondents requesting fewer substantive changes to the Disposition Agreement will receive a more advantageous rating on this criterion.

i. **Overall Score and Ranking**

After evaluating a proposal on the foregoing factors, the evaluators will provide an overall score and ranking for the proposal as compared to other proposals. For example, a proposal which achieves “Highly Advantageous” and/or “Advantageous” rankings in several categories will not necessarily be disqualified simply because it received an “Unacceptable” ranking in one or more other categories if, in the judgment of the evaluators, the proposal on the whole is “Advantageous” or “Highly Advantageous” to the Town. Any notice of award, however, will be contingent upon the project proponent curing any “Unacceptable” criterion ranking prior to the execution of the Disposition Agreement.

## Appendix II: List of Exhibits

Exhibit	Description
A	Article 29 adopted at the 2006 Acton Annual Town Meeting
B	Deed from the Town to ACHC dated _____, 2006
C	Approval Not Required Plan dated March 1, 2006, endorsed for the Acton Planning Board on March 22, 2006
D	Access & Utility Easement granted to ACHC
E	Preliminary Approval of the Project under DHCD's Local Initiative Program
F	Comprehensive Permit for the Project
G	Sewage Disposal Permit for the Project
H	Sewage Disposal Plans for the Project
I	Environmental Report
J	Appraisal Report
K	Purchase and Sale Agreement for the Disposition of the Property
L	Project Plans - Proposed Schematic Site Plan and Proposed Schematic Elevations prepared by Terrence G. Heinlein AIA Architect
M	Construction Specifications
N	Proposal Form
O	Price Summary Form
P	Pro Forma Form
Q	Certificate of Non-Collusion
R	Disclosure of Beneficial Interest Form
S	Non-Delinquency Statement
T	Commitment for payment in lieu of taxes
U	Acknowledgment that the sale is not exempt from the Title 5 inspection requirements of 310 CMR 15.301(f)
V	Certification as to Payment of Taxes
W	Corporate Resolution

## EXHIBIT M

### CONSTRUCTION SPECIFICATIONS

The Work shall be performed strictly in accordance with the following specifications and must meet or exceed the requirements of the Comprehensive Permit and the current Federal, State of Massachusetts and Town of Acton's Building Code requirements. Note that in instances where the regulations and codes have changed since the original publication of these specifications, the developer is to conform to the current regulations and codes. The execution of all work shall be in strict accordance with these specifications and manufacturer's written specifications or Material's Institute Standards. Where the manufacturer's recommended details are used, the manufacturer shall be responsible for the performance of their product. All work not specifically mentioned that is required to make the work complete and operational shall be included. The specifications that follow are intended to provide the basis for three completely finished homes, anything not expressly set forth but which is reasonably implied or necessary for proper performance of these individual homes shall be included.

**Codes** - Construction shall comply with all applicable national, state and local building codes. It is the responsibility of the developer to insure compliance with said codes and modify the specifications as needed to comply with such codes.

**Workmanship** - Workmanship shall conform to the best and highest standards of quality in each trade and shall include all items of fabrication, construction and installation. All work shall be completed by skilled tradesmen and mechanics. Installation of all equipment and materials shall be in strict accordance with manufacturer's recommendations.

1. To minimize the impact on the natural landscape, the lot will be cleared only to the extent necessary to dig the foundation holes, install the septic system, construct yard, and build the driveways. All trees to be saved will be marked with a ribbon. Clearing cannot commence without meeting with Acton's Tree Warden.
2. The floor plans and building exterior designs of the three homes shall be built to match the approved architectural plans set forth in the Comprehensive Permit. "Architectural Plans;" Exhibit X.
3. The exterior porch decking, railings and steps will be constructed with Trex or of a similar quality wood and plastic composite lumber product.
4. Foundation locations will be accomplished by developer's engineer or surveyor in conjunction with the approved site plans and the Comprehensive Permit.
5. Each dwelling unit shall have a full basement of poured concrete floors and walls, with a bulkhead for each unit. The duplex's basement will have a poured concrete

wall to divide the individual basements.

6. Doorways on main floor shall provide at least 32 inches of clear passage space. All interior doors shall be solid six panel doors. All Exterior doors shall be 36 inches wide. The exterior front doors on the Central Street Duplex shall be 36" by 80" six panel doors, they shall have 10 or 12 inch clear glass full lite sidelites with grills on the left and right sides of each door. The side doors of all three homes shall have 36" by 80" nine lite two panel doors. The front door of the Willow Street home shall have 36" by 80" six panel door. Each exterior door shall have an exterior porch light.
7. Insulation methods shall meet or exceed State of Massachusetts' Building Code requirements. Common walls between dwelling units must be insulated for fire and sound dampening, using isolated stud walls with resilient bars, acoustical mineral wool and soundproofing mat along the separating wall, or its equivalent.
8. Notwithstanding the above, all energy provisions mandated by the Massachusetts State Building Code which exceed the above requirements will take precedence.
9. Three onsite subsurface septic systems shall be installed as approved by the Board of Health, complying with all Title 5 requirements. The sewage disposal systems have been designed and approved, as set forth in the "Sewage Disposal Permit;" Exhibit H.
10. Windows shall be residential quality white vinyl combination storm/ full screen insulated glass. (2/2 simulated divided light with exterior casings that are three inches or wider).
11. Heating systems must be Energy Star gas-fired forced hot air units. The hot water heaters must be gas-fired with a minimum capacity of 40 gallons.
12. At least a half-bathroom should be provided on the main floor and a full bathroom on the second floor of each unit. Washing machine and dryer hookups shall be provided on the second floor and an outside dryer vent installed in each unit. Bathrooms shall meet the requirements and size as set forth in the Comprehensive Permit.
13. Kitchen Appliances shall be brand new. The ranges shall be 30 inches wide, self-cleaning, four burner, 4.5 cu. Ft. or larger, also must have oven windows and clocks. The refrigerators shall be 36 inches wide, 18cu. Ft or larger and have automatic ice makers. The dishwashers shall be 24 inches wide. Range hoods are required and must be vented to the outside. All appliances shall be matching colors and Energy Star Compliant when Energy Star ratings are available for that type of appliance.

14. Kitchen counter tops are to be of a laminated plastic or better material. Kitchen cabinets face frames, doors and draw fronts must be constructed of solid wood with a factory applied finish. .
15. Floors are to be covered with 30-40 ounce per square yard or better wall-to-wall carpet of neutral colors installed over an industry-approved pad and underlayments. Kitchen and bathroom floors are to be covered with vinyl sheet goods of generally neutral colors and/or patterns. All floor coverings must have a minimum warranted life of 10 years. Hardwood and tile floors are desirable but not required, and may be shown in the Price Proposal as an option.
16. Each unit's driveway must accommodate parking for at least 2 cars and surfaced with asphalt and meet the requirements and size of the Comprehensive Permit. .
17. Roofs must be constructed of asphalt shingles with no less than 30 year life, Weather Wood color.
18. House interiors must be completely finished and painted in neutral colors with a primer coat and two (2) finish coats. Walls and ceiling will be constructed of plaster or drywall. Walls shall get one coat of primer and two coats of eggshell paint. Ceilings shall get one coat of primer and two coats of flat paint. Interior trim shall be solid wood 3.5 inches or wider. Interior trim and doors shall get one coat of primer and two coats of gloss paint. Exterior doors shall get one coat of exterior primer and two coats of exterior gloss paint. All painted services shall get as many coats of paints that are required to get complete coverage.
19. House exterior walls and trim must be completely finished. The duplex on Central Street should be white color vinyl with white flat four inch vinyl trim and the bungalow on Willow Street should be white color vinyl with white flat four inch vinyl trim.
20. A pull-down attic stairway must be supplied for each unit.
21. Basement access will be stairs from the interior of the house leading to the basement and bulkheads shall be installed as indicated on the site plan.
22. Mail boxes shall be installed on-site at location chosen by Acton's Post Master.
23. Electric outlets must be installed to meet the requirements of the MA State Building Code. Each home shall have telephone outlets installed each bedroom and kitchen. Each home shall have cable TV outlets installed in each bedroom and living room.

24. Landscaping shall be installed to meet the requirements of the Comprehensive Permit landscape plan. The site shall have a grass lawn properly installed with six inches of topsoil. The shrubbery areas shall have 12 inches of topsoil.
25. Each of the three homes shall have separately supplied and metered gas, water and electricity. Each home shall have their own Acton Water District supplied and metered potable water connection.
26. Storm water runoff shall be retained onsite. Runoff will be directly recharged via roof drain drywells and an infiltration trench, as indicated on the site plan, and must meet the requirements of the Comprehensive Permit.
27. The RFP Respondent's contractor shall supply a standard (one year minimum) homeowner's warranty to each unit buyer.

**EXHIBIT N**

**PROPOSAL FORM**  
**Disposition of Municipal Real Estate**

ACTON COMMUNITY HOUSING CORPORATION  
c/o Town Manager  
Town Hall  
472 Main Street  
Acton, Massachusetts 01720

1. Name of Person or Business Submitting Proposal:

\_\_\_\_\_

Address:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

2. Please check off one of the following:

( ) If a corporation, State of Incorporation:

\_\_\_\_\_

( ) If a partnership, names of partners:

\_\_\_\_\_

\_\_\_\_\_

( ) If a trust, name of trust, names of trustees, and Registry book and page for recorded trust instrument:

\_\_\_\_\_

Individual

Other: \_\_\_\_\_

I represent and agree that the enclosed proposal will remain subject to acceptance by the Acton Community Housing Corporation (“ACHC”) for 180 days after the date of submission of proposals, and that the RFP Respondent will execute a Disposition Agreement satisfactory to ACHC within 30 days from award of the contract, or such further time as ACHC may agree in writing.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name of Person Signing

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name of Business

\_\_\_\_\_  
Address

\_\_\_\_\_  
Federal Identification Number

**EXHIBIT O**  
**PRICE SUMMARY FORM**  
**Disposition of Municipal Real Estate**

ACTON COMMUNITY HOUSING CORPORATION  
Town Hall  
472 Main Street  
Acton, Massachusetts 01720

This price summary form must be submitted with the RFP Respondent's proposal. Failure to adhere to this instruction will result in disqualification of your proposal.

Name of RFP Respondent: \_\_\_\_\_

1. **Consideration Offered** to ACHC by the RFP Respondent for purchase of the Property from ACHC by the RFP Respondent:

\_\_\_\_\_

2. **Grant Requested** from ACHC by the RFP Respondent (the Total of Line 2 and Line 3 shall not exceed \$ \_\_\_\_\_):

\_\_\_\_\_

3. **Other Grant Proceeds** (including without limitation Community Preservation Act Funds) to be requested by or on behalf of the RFP Respondent from the Town of Acton in connection with the acquisition of the Property and completion of the Project required by the RFP:

\_\_\_\_\_

\_\_\_\_\_

4. **Net Gain to ACHC/Town** (Line 1 minus (Line 2 plus Line 3)) is greater than zero): \_\_\_\_\_

5. **Net Subsidy from ACHC/Town** ((Line 2 plus Line 3) minus Line 1 is greater than or equal to zero): \_\_\_\_\_

Signature

\_\_\_\_\_  
Name of Person Signing

\_\_\_\_\_  
Title

**EXHIBIT R**

**DISCLOSURE OF BENEFICIAL INTERESTS IN REAL PROPERTY  
TRANSACTION**

This form contains a disclosure of the names and addresses of all persons with a direct or indirect beneficial interest in the real estate transaction described below. This form must be filed with the Massachusetts Division of Capital Planning and Operations, as required by M.G.L. c.7, '40J, prior to the conveyance of or execution of a Disposition for the real property described below. Attach additional sheets if necessary.

1. Public agency (as defined in G.L. c.7, '39A) involved in this transaction:

Acton Community Housing Corporation, Acton Town Hall, 472 Main Street,  
Acton, Massachusetts 01720

2. Complete legal description of the property:

[To Follow]

3. Type of Transaction:  Sale       Disposition or rental for [term]

4. Seller(s) or Lessor(s):      Acton Community Housing Corporation  
Purchaser(s) or Lessee(s):

5. Names and addresses of all persons who have or will have a direct or indirect beneficial interest in the real property described above. Note: If a corporation has, or will have a direct or indirect beneficial interest in the real property, the names of all stockholders must also be listed except that, if the stock of the corporation is listed for sale to the general public, the name of any person holding less than ten percent of the outstanding voting shares need **not** be disclosed.

Name

Address

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

5. Continued

None of the persons listed in this section is an official elected to public office in the Commonwealth of Massachusetts except as noted below:

Name	Title or position
------	-------------------

\_\_\_\_\_

6. This section must be signed by the individual(s) or organizations(s) entering into this real property transaction with the public agency named in item 1. If this form is signed on behalf of a corporation, it must be signed by a duly authorized officer of that corporation.

The undersigned acknowledges that any changes or additions to item 4 of this form during the term of any Disposition or rental will require filing a new disclosure with the Division of Capital Planning and Operations within 30 days following the change or addition.

The undersigned swears under the pains and penalties of perjury that this form is complete and accurate in all respects.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

EXHIBIT S

Non-Delinquency Statement Required by M.G.L. c. 60, ' 77B

I/We, the undersigned, under the pains and penalties of perjury, state that neither I/we nor any person who would gain equity in the Property (which is shown as Parcel \_\_\_ on Acton Assessor's Map \_\_\_\_\_, has ever been convicted of a crime involving the willful and malicious setting of a fire or of a crime involving the aiding, counseling or procuring of a willful and malicious setting of a fire, or of a crime involving the fraudulent filing of a claim for fire insurance; or is delinquent in the payment of real estate taxes to the Town of Acton, or if delinquent, that a pending application for abatement of such tax, or a pending petition before the appellate tax board or the county commissioners has been filed in good faith.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name of Person Signing

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name of Business

\_\_\_\_\_  
Address

\_\_\_\_\_  
Federal Identification Number or Social Security Number

**Note: If there is to be more than one grantee of the deed for the Property, each grantee must file such statement, and no such deed shall be valid unless it contains a recitation that the board or officer granting the deed has received such statement. See M.G.L. c. 60, ' 77B.**

**EXHIBIT T**

**Commitment for Payment in Lieu of Taxes Calculated  
In Accordance with M.G.L. C. 44, ' 63A**

I/We, the undersigned, acknowledge that General Laws Chapter 44, Section 63A, provides as follows:

Whenever in any fiscal year a town, which term, as used in this section, shall include a city, shall sell any real estate, the board or officer executing the deed therefor in the name and behalf of the town shall, as a condition precedent to the power to deliver such deed, receive from the grantee as a payment in lieu of taxes allocable to the days ensuing in said fiscal year after the date of such deed, a sum which shall be equal to such portion of a pro forma tax computed as hereinafter provided as would be allocable to the days aforesaid if such pro forma tax were apportioned pro rata according to the number of days in such fiscal year; provided, however, that whenever the said real estate shall be sold between January second and June thirtieth of the fiscal year, the town shall also receive an additional amount equal to the entire pro forma tax computed as hereinafter provided and allocable as a payment in lieu of taxes for the next succeeding fiscal year. Such pro forma tax shall be computed by applying the town's tax rate for the fiscal year of the sale, or, if such rate is not known, the town's tax rate for the fiscal year next preceding that of the sale, to the sale price after crediting any exemption to which, if the deed had been executed and delivered on January first of such next preceding fiscal year, the grantee would have been entitled under section five of chapter fifty-nine. A recitation in the deed that there has been full compliance with the provisions of this section shall be conclusive evidence of such fact. Sums received under this section shall not be subject to section sixty-three of this chapter or to section forty-three of chapter sixty, but shall be credited as general funds of the town. @

If awarded the contract for the disposition of the Property, I/we commit to make at the closing the required Payment in Lieu of Taxes calculated in accordance with General Laws Chapter 44, Section 63A.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name of Person Signing

\_\_\_\_\_  
Title

**EXHIBIT U**

**Acknowledgment**

I/We, the undersigned, acknowledge that the sale of the Property is not exempt from the Title 5 inspection requirements of 310 CMR 15.301(f), if and as applicable.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name of Person Signing

\_\_\_\_\_  
Title

**EXHIBIT V**

**CERTIFICATION AS TO PAYMENT OF TAXES**

Pursuant to G.L. c.62C, ' 49A, I, \_\_\_\_\_, hereby certify under the pains and penalties of perjury that \_\_\_\_\_ (RFP Respondent) has complied with all laws of the Commonwealth of Massachusetts relating to the payment of taxes and has filed all state tax returns and paid all State taxes required under law.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Authorized  
Representative of RFP Respondent

\_\_\_\_\_  
Social Security Number or  
Federal ID Number of Contractor

\_\_\_\_\_  
Title

**EXHIBIT W**

**CORPORATE RESOLUTION**

(to be filed if Contractor is a Corporation)

I, \_\_\_\_\_, hereby certify that I am the duly qualified  
and  
(Secretary of the Corporation)

acting Secretary of \_\_\_\_\_ and I further certify  
(Name of Corporation)

that a meeting of the Directors of said Company, duly called and held on

\_\_\_\_\_,  
(Date of Meeting)

at which all Directors were present and voting, the following individuals:

\_\_\_\_\_  
\_\_\_\_\_

were duly authorized and empowered to execute Forms of General Bid, Contracts, Agreements or Bonds on behalf of the Corporation.

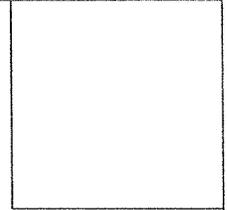
I further certify that the above authority is still in effect and has not changed or modified in any respect.

By: \_\_\_\_\_  
(Secretary of Corporation)

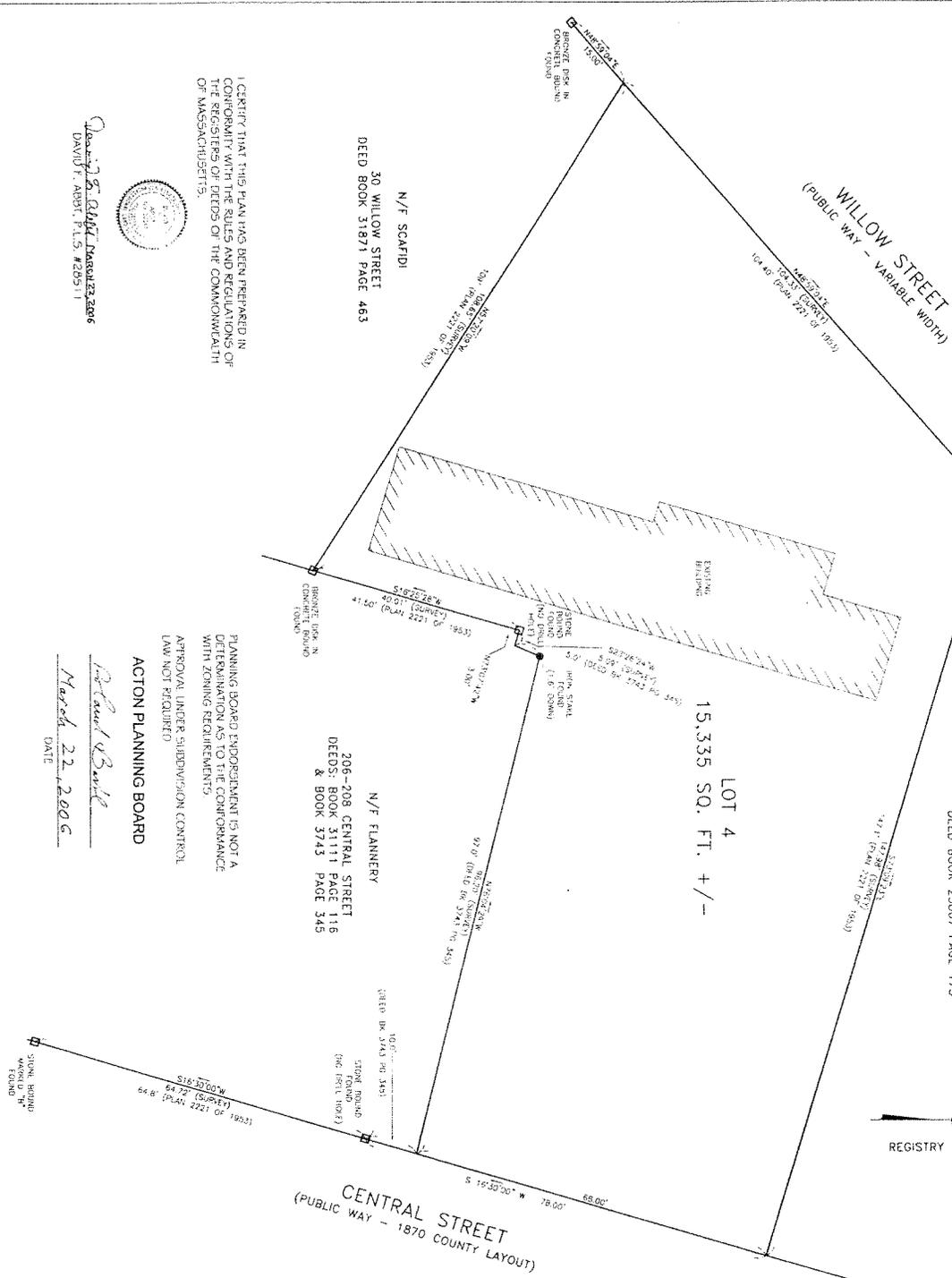
A True Copy:

Attest: \_\_\_\_\_  
(Notary Public)

My Commission Expires: \_\_\_\_\_  
(Date)



REGISTRY PLAN 2221 OF 1953



NOTES:

1. THE SUBJECT PROPERTIES TO BE COMBINED ARE PARCELS 64 & 65 ON SHEET F-28 OF THE ACTION TOWN ATLAS.
2. ZONING DISTRICT VILLAGE RESIDENTIAL (V-R)
3. GROUNDWATER PROTECTION DISTRICT - ZONE 3
4. FLOOD AREA - ZONE X - OUTSIDE OF THE 500-YEAR FLOOD PLAN.
5. THE EXISTING PROPERTY MONUMENTATION WAS LOCATED FROM A FIELD SURVEY CONDUCTED BY THE TOWN OF ACTION ENGINEERING DEPARTMENT FROM FEBRUARY 6 - 8, 2006.
6. THE PURPOSE OF THIS PLAN IS TO COMBINE LOT 2 AND LOT 3 FROM REGISTRY PLAN 2221 OF 1953 AND CREATE A NEW SQUARE FEET.

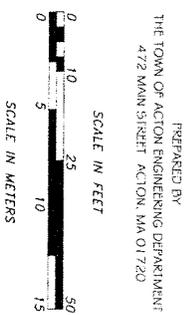
SEE THE FOLLOWING DOCUMENTS RECORDED AT THE MIDDLESEX SOUTH DISTRICT REGISTRY OF DEEDS:

- DEEDS- BOOK 28812 PG 600 (TOWN ATLAS MAP F-28 PARCELS 65)
- BOOK 28812 PG 601 (TOWN ATLAS MAP F-28 PARCELS 64)
- BOOK 12870 PG 293 (TOWN ATLAS MAP F-28 PARCELS 64 & 6)
- BOOK 25807 PG 175 (TOWN ATLAS MAP F-28 PARCEL 59)
- BOOK 31871 PG 463 (TOWN ATLAS MAP F-28 PARCEL 75)
- BOOK 31111 PG 116 (TOWN ATLAS MAP F-28 PARCEL 76)
- BOOK 3743 PG 345 (TOWN ATLAS MAP F-28 PARCEL 76)
- PLANS- BOOK 8188 PG END (2221 OF 1953)
- BOOK 9040 PG 541 (1531 OF 1957)
- BOOK 4730 PG END

SEE ALSO THE FOLLOWING PLANS IN THE TOWN OF ACTION ENGINEERING DEPARTMENT:  
- 1870 COUNTY LAYOUT OF CENTRAL STREET ENTITLED "PLAN OF COUNTY ROAD LEADING FROM THE HARVARD TURNPIKE SO CALLED IN WEST ACTION TO THE CEMETERY, PREPARED BY W. D. TUTTLE, ENGINEER" (PLAN #1018)

PLAN OF LAND  
IN  
ACTON, MASSACHUSETTS  
(MIDDLESEX COUNTY)

PREPARED FOR THE TOWN OF ACTION  
28 WILLOW STREET &  
214 CENTRAL STREET  
SCALE: 1" = 10'  
MARCH 1, 2006



PREPARED BY  
THE TOWN OF ACTION ENGINEERING DEPARTMENT  
4722 MAIN STREET ACTON, MA 01720

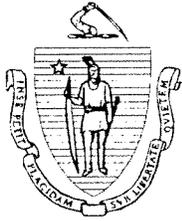


David S. Gagliardi, Registered Professional Engineer  
No. 12285-1

PLANNING BOARD ENDORSEMENT IS NOT A  
DETERMINATION AS TO THE CONFORMANCE  
WITH ZONING REQUIREMENTS.  
APPROVAL UNDER SUBDIVISION CONTROL  
LAW NOT REQUIRED

APPROVED BY  
*Robert B. Smith*  
DATE: March 22, 2006

ACTION PLANNING BOARD



Commonwealth of Massachusetts  
DEPARTMENT OF HOUSING &  
COMMUNITY DEVELOPMENT

Mitt Romney, Governor ♦ Kerry Healey, Lt. Governor ♦ Jane Wallis Gumble, Director

December 5, 2005

Ms. Nancy Tavernier, Chair  
Acton Community Housing Corporation  
Town Hall – 472 Main Street  
Acton, MA 01720

Mr. Peter Ashton, Chair  
Board of Selectmen  
Town Hall – 472 Main Street  
Acton, MA 01720

RE: Willow and Central Streets, Acton - Determination of site eligibility and preliminary approval under Local Initiative Program (LIP)

Dear Ms. Tavernier and Mr. Ashton:

I am pleased to inform you that your application for Local Initiative Program (LIP) designation for the proposed Willow and Central Streets Local Initiative Program project in Acton, Massachusetts, has been approved, subject to the fulfillment of the conditions listed below. This approval is based on your application that sets forth a plan for three housing units, two of which will be affordable home ownership housing. The proposed sales price of the two LIP units is generally consistent with the standards for affordable housing to be included in a community's Chapter 40B affordable housing stock. The Town of Acton has granted site control of the 0.36 acre proposed project site to the project sponsor, Acton Community Housing Corporation (ACHC). As part of the review process, staff of the Department of Housing and Community Development conducted a site visit with representatives of the ACHC on November 1, 2005, and has made the following findings:

1. The proposed project appears generally eligible under the requirements of the Local Initiative Program, subject to final program review and approval.
2. DHCD has performed an on-site inspection of the proposed project site.
3. The proposed housing design is appropriate for the site.
4. The proposed project appears financially feasible in the context of the Acton housing market.
5. The initial pro forma for the project appears financially feasible on the basis of estimated development costs.
6. The Acton Community Housing Corporation (ACHC) meets the general eligibility standards of the Local Initiative Program.

The proposed project will be required to comply with all state and local codes not specifically exempted by a comprehensive permit. In applying for a comprehensive permit, the project sponsor should identify all aspects of the proposal that will not comply with local requirements.

Given the town's actions in working with the ACHC, granting of site control to the ACHC, and subsequent vote to support this LIP Application, DHCD recognizes that the town has met the local action requirements of 760 CMR 45.00.

The specifics of this project must be formalized in a regulatory agreement signed by the municipality, the project sponsor (Acton Community Housing Corporation), and the DHCD prior to starting construction. Information concerning both the regulatory agreement and the procedures that must be followed for the sale of the units will be forwarded to you by DHCD once the comprehensive permit is granted.. In preparation for signing of the regulatory agreement, the DHCD legal office will review the comprehensive permit and other project documentation. Additional information may be requested as is deemed necessary. Your cooperation in providing such materials will help the project move toward construction as quickly as possible.

*As stated in the application, the Willow/Central Streets project consists of three (3) units, two (2) of which shall be eligible for inclusion in the town's subsidized housing inventory. These affordable homes will be marketed and sold to homebuyers whose annual income may not exceed 80% of area median income, adjusted for household size, as determined by the U.S. Department of Housing and Urban Development. The initial purchase prices for the 2- bedroom affordable units will not exceed \$130,000, and the initial purchase price for the three-bedroom unit shall not exceed \$145,000.*

The conditions that must be met prior to final DHCD approval include:

1. Submission to DHCD of the finalized details of the comprehensive permit, a marketing plan and the lottery to be held for the LIP units. An announcement of the lottery shall be mailed to the Metrolist Clearinghouse in Boston City Hall, and to the Citizens Housing and Planning Association (CHAPA) website, [http://www.chapa.org/housing\\_lotteries.htm](http://www.chapa.org/housing_lotteries.htm).

Preference for the 2 LIP units will be allocated as follows:

Acton Local Preference	1	Open Pool	1
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Town residents and town/school employees are both local preference applicants in the local preference pool. Please note: the local preference definition must be approved by DHCD. No local preference criteria with durational residency requirements are allowed.

The local preference pool must reflect the minority representation of Boston PMSA as defined by HUD (17.5%). The lottery process must ensure that creating local preference for a percentage of the LIP units will not have a discriminatory impact on potential minority applicants. For details, please refer to "Buyer/Tenant Selection" in the March 2004 "Local Initiative Program Guidelines".

2. DHCD must approve any changes to the application it has just reviewed and approved, including, but not limited to, alterations in unit mix, sales price, all members of the

development team, unit design, changes in proposed financing, additional financing (if any) or site plan.

As the Willow and Central Streets project nears completion of construction, DHCD staff will visit the site to ensure that the development meets program guidelines.

3. DHCD must approve the terms of the end loan financing for the LIP units. It is the agency's expectation that mortgages for the LIP unit buyers will be 30-year fixed-rate loans at or below current fair market interest rates at the time of closing.

The Willow and Central Streets project must be organized and operated so as not to violate the state anti-discrimination statute (M.G.L. c151B) or the Federal Fair Housing statute (42U.S.C.s.3601 et seq. No restriction on occupancy may be imposed on the affordable units (other than those created by state or local health and safety laws regulating the number of occupants in dwelling units).

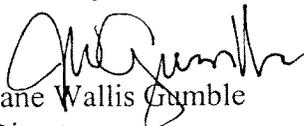
Please note: prior to the sale of any units in the project, DHCD must review and approve the Schedule of Beneficial Interest included in the condominium master deed. The percentage interests assigned to the Low and Moderate Income Units must conform to the condominium fees DHCD approves for the Low and Moderate Income Units in this project, which may require a lower percentage interest being assigned to such units as compared with comparable market-rate units.

Within three months of occupancy of the units, the Project Sponsor must submit to both DHCD and the Chairperson of the Board of Selectmen a project cost accounting prepared by a certified public accountant.

This letter shall expire two years from this date, or on December 5, 2007, unless a comprehensive permit has been issued and construction has begun.

We congratulate the town of Acton and the Acton Community Housing Corporation on their shared efforts to increase the town's supply of affordable housing. If you have any questions as you proceed with the project, please call Marilyn Contreas, telephone: (617) 573-1359.

Sincerely,

  
Jane Wallis Gumble  
Director

cc: Jonathan Wagner, Chair, Acton Zoning Board of Appeals  
Don Johnson, Acton Town Manager  
Roland Bartl, Acton Town Planner  
Policy Office, DHCD  
Legal Office, DHCD

Willow and Central Streets, Acton, Massachusetts

LOCAL INITIATIVE PROGRAM – COMPREHENSIVE PERMIT PROJECT

**Sponsor:**

Acton Community Housing Corporation (ACHC)  
Town Hall – 572 Main Street  
Acton, MA 01720

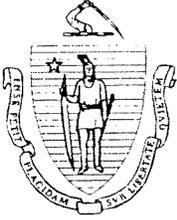
**Project Address:**

Willow and Central Streets  
Acton, MA 01720

This project will provide homeownership opportunities for affordable and market rate units as shown below:

Type of Unit	# Units	# Bdrms	# Baths	Gross Square Feet	Maximum Sale Price	Homeowner Assoc./Condo Fee*
L.I.P. Units	2	2 br – 1 3 br – 1	1.5 1.5	1212 1526	\$130,000 \$145,000	TBD
Market Unit	1	3 br	1.5	1,320	\$330,000	TBD
Total Units	3					

\* Pursuant to MGL, c. 183A, the association fee for units must reflect unit value, and thus, the affordable units are subject to a lower association fee than the fee to be charged to the market unit. .



Commonwealth of Massachusetts  
**DEPARTMENT OF HOUSING &  
COMMUNITY DEVELOPMENT**

Mitt Romney, Governor ♦ Kerry Healey, Lt. Governor ♦ Jane Wallis Gumble, Director

December 15, 2005

Ms. Nancy Tavernier, Chair  
Acton Community Housing Corporation  
Town Hall – 472 Main Street  
Acton, MA 01720

Mr. Peter Ashton, Chair  
Board of Selectmen  
Town Hall – 472 Main Street  
Acton, MA 01720

RE: 1<sup>st</sup> AMENDMENT - Willow and Central Streets, Acton - Determination of site eligibility and preliminary approval under Local Initiative Program (LIP)

Dear Ms. Tavernier and Mr. Ashton:

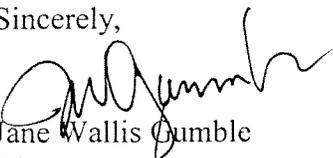
The site eligibility letter for the above referenced project is amended by changing the proposed prices of the units. The fourth paragraph on the second page of the letter now reads as follows:

“As stated in the application, the Willow/Central Streets project consists of three (3) units, two (2) of which shall be eligible for inclusion in the town’s subsidized housing inventory. These affordable homes will be marketed and sold to homebuyers whose annual income may not exceed 80% of area median income, adjusted for household size, as determined by the U.S. Department of Housing and Urban Development. The initial purchase prices for the 2- bedroom affordable units will not exceed \$157,000, and the initial purchase price for the three-bedroom unit shall not exceed \$176,500. “

The chart of project activity accompanying the letter is also amended to reflect the affordable unit prices above.

All other terms and conditions of the site eligibility letter of December 5, 2005 remain in effect

Sincerely,

  
Jane Wallis Gumble  
Director

cc: see next page

cc: Jonathan Wagner, Chair, Acton Zoning Board of Appeals  
Don Johnson, Acton Town Manager  
Roland Bartl, Acton Town Planner  
Policy Office, DHCD  
Legal Office, DHCD

LOCAL INITIATIVE PROGRAM  
REGULATORY AGREEMENT  
AND  
DECLARATION OF RESTRICTIVE COVENANTS  
FOR  
OWNERSHIP PROJECT

This Regulatory Agreement and Declaration of Restrictive Covenants (the "Agreement") is made this \_\_\_\_ day of \_\_\_\_\_ 200\_\_ by and among the Commonwealth of Massachusetts, acting by and through the Department of Housing and Community Development ("DHCD"), pursuant to Chapter 204 of the Acts of 1996, the City/Town of \_\_\_\_\_ ("the Municipality"), and \_\_\_\_\_, a Massachusetts corporation/limited partnership, having an address at \_\_\_\_\_, and its successors and assigns ("Project Sponsor").

WITNESSETH:

WHEREAS, pursuant to G.L. c. 40B, §§ 20-23 (the "Act") and the final report of the Special Legislative Commission Relative to Low and Moderate Income Housing Provisions issued in April 1989, regulations have been promulgated at 760 CMR 45.00 (the "Regulations") which establish the Local Initiative Program ("LIP");

WHEREAS, the Project Sponsor intends to construct a housing development known as \_\_\_\_\_ at a \_\_\_\_ acre site on \_\_\_\_\_ Street/Road in the Municipality, more particularly described in Exhibit A attached hereto and made a part hereof (the "Project");

WHEREAS, such Project is to consist of a total number of \_\_\_\_ condominium units/detached dwellings (the "Units") and \_\_\_\_ of the Units will be sold at prices specified in this Agreement to persons or households with incomes at or below eighty percent (80%) of the regional median household income (the "Low and Moderate Income Units");

WHEREAS, the Chief Elected Official of the Municipality (as that term is defined in the Regulations) and the Project Sponsor have made application to DHCD to certify that the Project is a valid Comprehensive Permit Project (as that term is defined in the Regulations) within the LIP Program and therefore that the Project Sponsor is qualified to apply to the Municipality's Board of Appeals (as that term is defined in the Regulations) for a comprehensive permit pursuant to the Act (the "Comprehensive Permit"), or have made application to DHCD to certify that the units in the Project are Local Initiative Units (as that term is defined in the Regulations) with the LIP Program; and

WHEREAS, in partial consideration of the execution of this Agreement, DHCD has issued or will issue its final approval of the Project within the LIP Program and has given and will give technical and other assistance to the Project;

NOW, THEREFORE, in consideration of the agreements and covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which each of the parties hereto hereby acknowledge to the other, DHCD, the Municipality, and the Project Sponsor hereby agree and covenant as follows (the provisions in brackets apply only to Comprehensive Permit Projects):

1. The Project Sponsor agrees to construct the Project in accordance with plans and specifications approved by the Municipality and DHCD (the "Plans and Specifications") [and in accordance with all terms and conditions of the Comprehensive Permit]. In addition, all Low and Moderate Income Units to be constructed as part of the Project must be indistinguishable from other Units in the Project from the exterior (unless the Project has an approved "Alternative Development Plan" as set forth in the LIP Guidelines for Communities ("Guidelines")), and must contain complete living facilities including but not

limited to a stove, kitchen cabinets, plumbing fixtures, and washer/dryer hookup, all as more fully shown in the Plans and Specifications.

- \_\_\_\_\_ of the Low and Moderate Income Units shall be one bedroom units;
- \_\_\_\_\_ of the Low and Moderate Income Units shall be two bedroom units;
- \_\_\_\_\_ of the Low and Moderate Income Units shall be three bedroom units; and,
- \_\_\_\_\_ of the Low and Moderate Income Units shall be four bedroom units.

All Low and Moderate Income Units to be occupied by families must contain two or more bedrooms. Low and Moderate Income Units must have the following minimum areas:

- one bedroom units - 700 square feet
- two bedroom units - 900 square feet
- three bedroom units - 1200 square feet
- four bedroom units - 1400 square feet

The Project must fully comply with the State Building Code and with all applicable state and federal building, environmental, health, safety and other laws, rules, and regulations, including without limitation all applicable federal and state laws, rules and regulations relating to the operation of adaptable and accessible housing for the handicapped. [Except to the extent that the Project is exempted from such compliance by the Comprehensive Permit,] the Project must also comply with all applicable local codes, ordinances and by-laws.

Each Low and Moderate Income Unit will be sold for no more than the price set forth in Exhibit B attached hereto and made a part hereof to an Eligible Purchaser. An Eligible Purchaser is a Family whose annual income does not exceed eighty percent (80%) of the Area median income adjusted for family size as determined by the U. S. Department of Housing and Urban Development. A "Family" shall mean two or more persons who will live regularly in the Low or Moderate Income Unit as their primary residence and who are related by blood, marriage, or operation of law or who have otherwise evidenced a stable inter-dependent relationship; or an individual. The "Area" is defined as the \_\_\_\_\_ MSA/PMSA/Non-Metropolitan County.

2. Upon issuance of a building permit for the project, the Project will be included in the Subsidized Housing Inventory as that term is described in 760 CMR 31.04(1). Only Low and Moderate Income Units will be counted as Subsidized Housing Units for the purposes of the Act.

3. (a) At the time of sale of each Low and Moderate Income Unit by the Project Sponsor, the Project Sponsor shall execute and shall as a condition of the sale cause the purchaser of the Low and Moderate Income Unit to execute an Affordable Housing Deed Rider in the form of Exhibit C attached hereto and made a part hereof (the "Deed Rider"). Such Deed Rider shall be attached to and made a part of the deed from the Project Sponsor to the Unit Purchaser. Each such Deed Rider shall require the Unit Purchaser at the time he desires to sell the Low and Moderate Income Unit to offer the Low and Moderate Income Unit to the Municipality and to DHCD at a discounted purchase price more particularly described therein. The Municipality and DHCD shall have the option upon terms more particularly described in the Deed Rider to either purchase the Low and Moderate Income Unit or to find an Eligible Purchaser. The Deed Rider shall require the Unit Purchaser and the Eligible Purchaser to execute at the time of resale a Deed Rider identical in form and substance to the Deed Rider then in effect with respect to the Low and Moderate Income Unit which will be attached and made a part of the deed from the Unit Purchaser to the Eligible Purchaser, so that the affordability of the Low and Moderate Income unit will be preserved each time that subsequent resales of the Low and Moderate Income unit occur. (The various requirements and restrictions regarding resale of a Low and Moderate Income Unit contained in the Deed Rider are hereinafter referred to as the ("Resale Restrictions"). If upon the initial resale or any subsequent resale of a Low and Moderate Income Unit, the Municipality and DHCD are unable to find an Eligible Purchaser for

the Low and Moderate Income Unit, and the Municipality and DHCD each elect not to exercise its right to purchase the Low and Moderate Income Unit, then the then current owner of the Low and Moderate Income Unit shall have the right to sell the Low and Moderate Income Unit to any person, regardless of his income (an "Ineligible Purchaser") at the Maximum Resale Price and subject to all rights and restrictions contained in the Deed Rider, and provided that the Unit is conveyed subject to a Deed Rider identical in form and substance to the Deed Rider then in effect with respect to the Low and Moderate Income Unit which will be attached and made part of the deed from the Unit Purchaser to the Ineligible Purchaser. The Municipality agrees that in the event that it purchases a Low and Moderate Income Unit pursuant to its right to do so contained in the Deed Rider then in effect with respect to such Low and Moderate Income Unit, that the Municipality shall within six (6) months of its acceptance of a deed of such Low and Moderate Income Unit, either (i) sell the Low and Moderate Income Unit to an Eligible Purchaser at the same price for which it purchased the Low and Moderate Income Unit plus any expenses incurred by the Municipality during its period of ownership, such expenses to be approved by DHCD, subject to a Deed Rider satisfactory in form and substance to DHCD and the recording of an Eligible Purchaser Certificate satisfactory in form and substance to DHCD, the method for selecting such Eligible Purchaser to be approved by DHCD or (ii) rent the Low and Moderate Income Unit to a person who meets the income guidelines of the LIP Program, upon terms and conditions satisfactory to DHCD and otherwise in conformity with the requirements of the LIP Program. If the Municipality fails to sell or rent the Low and Moderate income unit as provided herein within said six (6) month period, or if at any time after the initial rental of the Low and Moderate Income Unit by the Municipality as provided herein the Low and Moderate Income Unit becomes vacant and remains vacant for more than ninety (90) days, then such Low and Moderate Income Unit shall cease to be counted as a Subsidized Housing Unit, and shall no longer be included in the Subsidized Housing Inventory.

(b) Each Low and Moderate Income Unit will remain a Subsidized Housing Unit and continue to be included in the Subsidized Housing Inventory for as long as the following three conditions are met: (1) this Agreement remains in full force and effect and neither the Municipality nor the Project Sponsor are in default hereunder; (2) the Project and Low and Moderate Income Unit each continue to comply with the Regulations and the Guidelines as the same may be amended from time to time; and (3) either (i) a Deed Rider binding the then current owner of the Low and Moderate Income Unit to comply with the Resale Restrictions is in full force and effect and the then current owner of the Low and Moderate Income Unit is either in compliance with the terms of the Deed Rider, or the Municipality is in the process of taking such steps as may be required by DHCD to enforce the then current owner's compliance with the terms of the Deed Rider or (ii) the Low and Moderate Income Unit is owned by the Municipality and the Municipality is in compliance with the terms and conditions of the last preceding paragraph, or (iii) the Low and Moderate Income Unit is owned by DHCD.

4. [Project Sponsor agrees that the aggregate profit from the Project which shall be payable to Project Sponsor or to the partners, shareholders or other owners of Project Sponsor or the Project shall not exceed twenty percent (20%) of total development costs of the project, which development costs have been approved by the Municipality and by DHCD (the "Allowable Profit"). Upon issuance of a final Certificate of Occupancy for the Project or upon the issuance of final Certificates of Occupancy for all of the Units, the Project Sponsor shall deliver to the Municipality and to DHCD an itemized statement of total development costs together with a statement of gross income from the Project received by the Project Sponsor to date in form satisfactory to the Municipality and DHCD (the "Certified Cost and Income Statement") prepared and certified by a certified public accountant satisfactory to the Municipality and to DHCD. If all units at the Project have not been sold as of the date the Certified Cost and Income Statement is delivered to the Municipality and to DHCD, the Project sponsor shall at least once every ninety (90) days thereafter until such time as all of the Units are sold, deliver to the Municipality and to DHCD an updated Certified Cost and Income Statement. All profits from the Project in excess of the Allowable Profit (the "Excess Profit") shall be paid by the Project Sponsor to the Municipality. The Municipality agrees that all amounts constituting Excess profit shall be deposited in the Affordable Housing Fund (as hereinafter defined). For so long as the Project Sponsor complies with the requirements of this Section 5, the Project Sponsor shall be deemed to be a limited dividend organization within the meaning of the Act.]

5. The Municipality agrees that upon the receipt by the Municipality of any Windfall Amount [Excess Profit,] or any amount paid to the Municipality pursuant to the provisions of , Section 3 of the Deed Rider (the "Additional Windfall Amounts"), the Municipality shall deposit any and all such Windfall Amounts, [Excess Profit,] or Additional Windfall Amounts into an interest bearing account established with an institutional lender approved by DHCD (the "Affordable Housing Fund"). Sums from the Affordable Housing Fund shall be expended from time to time by the Municipality for the purpose of reducing the cost of Low and Moderate Income Units to Eligible purchasers upon resale or for the purpose of encouraging, creating, or subsidizing the construction or rehabilitation of housing for persons and families of low and moderate income elsewhere in the Municipality. The expenditure of funds from the Affordable Housing Fund shall be made only with the approval of DHCD, such approval not to be unreasonably withheld.

6. Prior to marketing or otherwise making available for sale any of the Units, the Project Sponsor must obtain DHCD's approval of a marketing plan (the "Marketing Plan") for the Low and Moderate Income Units. Such Marketing Plan must describe the buyer selection process for the Low and Moderate Income Units and must set forth a plan for affirmative marketing of Low and Moderate Income Units to minority households as more particularly described in the Regulations and Guidelines. At the option of the Municipality, the Marketing Plan may also include a preference for local residents for up to seventy percent (70%) of the Low and Moderate Income Units, subject to all provisions of the Regulations and Guidelines. When submitted to DHCD for approval, the Marketing Plan should be accompanied by a letter from the Chief Elected Official of the Municipality (as that term is defined in the Regulations) which states that the buyer selection and local preference (if any) aspects of the Marketing Plan have been approved by the Municipality and which states that the Municipality will perform any aspects of the Marketing Plan which are set forth as responsibilities of the Municipality in the Marketing Plan. The Marketing Plan must comply with the Regulations and Guidelines and with all other applicable statutes, regulations and executive orders, and DHCD directives reflecting the agreement between DHCD and the U.S. Department of Housing and Urban Development in the case of *NAACP, Boston Chapter v. Kemp*. **If the Project is located in the Boston Standard Metropolitan Statistical Area, the Project Sponsor must list all Low and Moderate Income Units with the City of Boston's MetroList (Metropolitan Housing Opportunity Clearing Center), at Boston City Hall, P.O. Box 5996, Boston, MA 02114-5996 (617-635-3321).** All costs of carrying out the Marketing Plan shall be paid by the Project Sponsor. A failure to comply with the Marketing Plan by the Project Sponsor or by the Municipality shall be deemed to be a default of this Agreement. The Project Sponsor agrees to maintain for at least five years following the sale of the last Low and Moderate Income Unit, a record of all newspaper ads, outreach letters, translations, leaflets, and any other outreach efforts (collectively "Marketing Documentation") as described in the Marketing Plan as approved by DHCD which may be inspected at any time by DHCD. All Marketing Documentation must be approved by DHCD prior to its use by the Project Sponsor or the Municipality. The Project Sponsor and the Municipality agree that if at any time prior to or during the process of marketing the Low and Moderate Income Units, DHCD determines that the Project Sponsor, or the Municipality with respect to aspects of the Marketing Plan that the Municipality has agreed to be responsible for, has not adequately complied with the approved Marketing Plan, that the Project Sponsor or Municipality as the case may be, shall conduct such additional outreach or marketing efforts as shall be determined by DHCD.

7. Neither the Project Sponsor nor the Municipality shall discriminate on the basis of race, creed, color, sex, age, handicap, marital status, national origin, or any other basis prohibited by law in the selection of buyers for the Units; and the Project Sponsor shall not so discriminate in connection with the employment or application for employment of persons for the construction, operation or management of the Project.

8. (a) The Project Sponsor agrees to comply and to cause the Project to comply with all requirements of the Regulations and Guidelines and all other applicable laws, rules, regulations, and executive orders. DHCD and the Chief Elected official of the municipality shall have access during normal business hours to all books and records of the Project Sponsor and the Project in order to monitor the Project Sponsor's compliance with the terms of this Agreement.

(b) [If the Comprehensive Permit is granted by the Housing Appeals Committee (as defined in the Act) the Chief Elected Official shall reconfirm his support for the Project in a manner satisfactory to DHCD at the time the Comprehensive Permit is granted.]

(c) Throughout the term of this Agreement, the Chief Elected Official shall annually certify in writing to DHCD that each of the Low and Moderate Income Units continues to be occupied by a person who was an Eligible Purchaser at the time of purchase; that any Low and Moderate Income Units which have been resold during the year have been resold in compliance with all of the terms and provisions of the Deed Rider then in effect with respect to each such Low and Moderate Income Unit, and in compliance with the Regulations and Guidelines and this Agreement; and that the Project and the Low and Moderate Income Units have otherwise been maintained in a manner consistent with the Regulations and Guidelines, this Agreement, and the Deed Rider then in effect with respect to each Low and Moderate Income Unit.

9. Upon execution, the Project Sponsor shall immediately cause this Agreement and any amendments hereto to be recorded with the Registry of Deeds for the County where the Project is located or, if the Project consists in whole or in part of registered land, file this Agreement and any amendments hereto with the Registry District of the Land Court for the County where the Project is located (collectively hereinafter the "Registry of Deeds"), and the Project Sponsor shall pay all fees and charges incurred in connection therewith. Upon recording or filing, as applicable, the Project Sponsor shall immediately transmit to DHCD and the Municipality evidence of such recording or filing including the date and instrument, book and page or registration number of the Agreement.

10. The Project Sponsor hereby represents, covenants and warrants as follows:

- (a) The Project Sponsor (i) is a \_\_\_\_\_ duly organized under the laws of the Commonwealth of Massachusetts, and is qualified to transact business under the laws of this State, (ii) has the power and authority to own its properties and assets and to carry on its business as now being conducted, and (iii) has the full legal right, power and authority to execute and deliver this Agreement.
- (b) The execution and performance of this Agreement by the Project Sponsor (i) will not violate or, as applicable, has not violated any provision of law, rule or regulation, or any order of any court or other agency or governmental body, and (ii) will not violate or, as applicable, has not violated any provision of any indenture, agreement, mortgage, mortgage note, or other instrument to which the Project Sponsor is a party or by which it or the Project is bound, and (iii) will not result in the creation or imposition of any prohibited encumbrance of any nature.
- (c) The Project Sponsor will, at the time of execution and delivery of this Agreement, have good and marketable title to the premises constituting the Project free and clear of any lien or encumbrance (subject to encumbrances created pursuant to this Agreement, any loan documents relating to the Project the terms of which are approved by DHCD, or other permitted encumbrances, including mortgages referred in paragraph 19, below).
- (d) There is no action, suit or proceeding at law or in equity or by or before any governmental instrumentality or other agency now pending, or, to the knowledge of the Project Sponsor, threatened against or affecting it, or any of its properties or rights, which, if adversely determined, would materially impair its right to carry on business substantially as now conducted (and as now contemplated by this Agreement) or would materially adversely affect its financial condition.

11. Except for sales of Units to home buyers as permitted by the terms of this Agreement, Project Sponsor will not sell, transfer, lease, exchange or mortgage the Project without the prior written consent of DHCD and the Municipality.

12. Until such time as decisions regarding repair of damage due to fire or other casualty, or restoration after taking by eminent domain, shall be made by a condominium association or trust not controlled by the Project Sponsor, (or if the Project consists of detached dwellings, by homebuyers) Project Sponsor agrees that if the Project, or any part thereof, shall be damaged or destroyed or shall be condemned or acquired for public use, the Project Sponsor will use its best efforts to repair and restore the Project to substantially the same condition as existed prior to the event causing such damage or destruction, or to relieve the condemnation, and thereafter to operate the Project in accordance with the terms of this Agreement, subject to the approval of the Project's lenders, which lenders have been approved by DHCD and the Municipality.

13. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts. Any amendments to this Agreement must be in writing and executed by all of the parties hereto. The invalidity of any clause, part, or provision of this Agreement shall not affect the validity of the remaining portions hereof.

14. All notices to be given pursuant to this Agreement shall be in writing and shall be deemed given when delivered by hand or when mailed by certified or registered mail, postage prepaid, return receipt requested, to the parties hereto at the addresses set forth below, or to such other place as a party may from time to time designate by written notice:

DHCD: Department of Housing and Community Development  
Attention: Local Initiative Program Director  
100 Cambridge St., Suite 300  
Boston, MA 02114

Municipality:

Project Sponsor:

15. (a) This Agreement and all of the covenants, agreements and restrictions contained herein shall be deemed to be an affordable housing restriction as that term is defined in G.L. c. 184, § 31 and as that term is used in G.L. c.184, § 26, 31, 32 and 33. This Agreement is made for the benefit of DHCD, and DHCD shall be deemed to be the holder of the affordable housing restriction created by this Agreement. DHCD has determined that the acquiring of such affordable housing restriction is in the public interest. The term of this Agreement shall be perpetual, provided however, that this Agreement shall terminate if (a) at any time hereafter there is no Low and Moderate Income Unit at the Project which is then subject to a Deed Rider containing the Resale Restrictions, and there is no Low and Moderate Income Unit at the Project which is owned by the Municipality or DHCD as provided in Section 3 hereof, or (b) the Project is acquired by foreclosure or by instrument in lieu of foreclosure, provided that the holder of the mortgage gives DHCD and the Municipality not less than sixty (60) days prior written notice of the mortgagee's intention to foreclose upon the Project or to accept an instrument in lieu of foreclosure, or (c) [if a Comprehensive Permit is not granted to the Project Sponsor for the Project by either the Municipality's Board of Appeals (as that term is defined in the Regulations) or by the housing Appeals Committee (as that term is used in the Act) within a period of eighteen months from the date of execution of this Agreement, or] (d) [if at any time the Comprehensive Permit is revoked and all applicable appeal periods with respect

to such revocation have expired]. If this Agreement terminates because of a foreclosure or the acceptance of an instrument in lieu of foreclosure as set forth in clause (b) of this paragraph, the Municipality agrees that if at the time of such termination there is one or more Low and Moderate Income Unit at the Project which is then subject to a Deed Rider containing the Resale Restrictions or there is one or more Low and Moderate Income Unit at the Project which is owned by the Municipality or DHCD as provided in Section 3 hereof, the Municipality shall enter into a new Regulatory Agreement with DHCD with respect to such Low and Moderate Income Units which shall be satisfactory in form and substance to DHCD.

(b) The Project Sponsor intends, declares and covenants on behalf of itself and its successors and assigns (i) that this Agreement and the covenants, agreements and restrictions contained herein shall be and are covenants running with the land, encumbering the Project for the term of this Agreement, and are binding upon the Project Sponsor's successors in title, (ii) are not merely personal covenants of the Project Sponsor, and (iii) shall bind the Project Sponsor, its successors and assigns and enure to the benefit of DHCD and its successors and assigns for the term of the Agreement. Project Sponsor hereby agrees that any and all requirements of the laws of the Commonwealth of Massachusetts to be satisfied in order for the provisions of this Agreement to constitute restrictions and covenants running with the land shall be deemed to be satisfied in full and that any requirements of privity of estate are also deemed to be satisfied in full.

(c) The Resale Restrictions contained in each of the Deed Riders which are to encumber each of the Low and Moderate Income Units at the Project pursuant to the requirements of this Agreement shall also constitute an affordable housing restriction as that term is defined in G.L. c. 184, § 31 and as that term is used in G.L. c. 184, §§ 26, 31, 32, and 33. Such Resale Restrictions shall be for the benefit of both DHCD and the Municipality and both DHCD and the Municipality shall be deemed to be the holder of the affordable housing restriction created by the Resale Restrictions in each of the Deed Riders. DHCD has determined that the acquiring of such affordable housing restriction is in the public interest. To the extent that the Municipality is the holder of the Resale Restrictions to be contained in each of the Deed Riders, the Director of DHCD by the execution of this Agreement hereby approves such Resale Restrictions in each of the Deed Riders for the Low and Moderate Income Units of the Project as required by the provisions of G.L. c. 184, § 32.

16. The Project Sponsor and the Municipality each agree to submit any information, documents, or certifications requested by DHCD which DHCD shall deem necessary or appropriate to evidence the continuing compliance of the Project Sponsor and the Municipality with the terms of this Agreement.

17. (a) The Project Sponsor and the Municipality each covenant and agree to give DHCD written notice of any default, violation or breach of the obligations of the Project Sponsor or the Municipality hereunder, (with a copy to the other party to this Agreement) within seven (7) days of first discovering such default, violation or breach (a "Default Notice"). If DHCD becomes aware of a default, violation, or breach of obligations of the Project Sponsor or the Municipality hereunder without receiving a Default Notice from Project Sponsor or the Municipality, DHCD shall give a notice of such default, breach or violation to the offending party (with a copy to the other party to this Agreement) (the "DHCD Default Notice"). If any such default, violation, or breach is not cured to the satisfaction of DHCD within thirty (30) days after the giving of the Default notice by the Project Sponsor or the Municipality, or if no Default Notice is given, then within thirty (30) days after the giving of the DHCD Default Notice, then at DHCD's option, and without further notice, DHCD may either terminate this Agreement, or DHCD may apply to any state or federal court for specific performance of this Agreement, or DHCD may exercise any other remedy at law or in equity or take any other action as may be necessary or desirable to correct non-compliance with this Agreement.

(b) If DHCD elects to terminate this Agreement as the result of a breach, violation, or default hereof, which breach, violation, or default continues beyond the cure period set forth in this Section 18, then the Low and Moderate Income Units and any other Units at the Project which have been included in the Subsidized Housing Inventory shall from the date of such termination no longer be deemed Low and Moderate Income Housing for the purposes of the Act and shall be deleted from the Subsidized Housing Inventory.

18. The Project Sponsor represents and warrants that it has obtained the consent of all existing mortgagees of the Project to the execution and recording of this Agreement and to the terms and conditions hereof and that all such mortgagees have executed the Consent to Regulatory Agreement attached hereto and made a part hereof.

Executed as a sealed instrument as of the date first above written.

Project Sponsor

By: \_\_\_\_\_

its \_\_\_\_\_

Department of Housing and  
Community Development

By: \_\_\_\_\_

its Director

Municipality

By: \_\_\_\_\_

its \_\_\_\_\_  
(Chief Elected Official)

LS100-ra

Attachments: Exhibit A - Legal Property Description  
Exhibit B - Prices & Location of Low & Moderate Income Units  
Exhibit C - Form of Deed Rider

Consent forms signed by any and all mortgagees whose mortgages are recorded prior to this Regulatory Agreement must be attached to this Regulatory Agreement.

© DHCD When used in the Local Initiative Program, this form may not be modified without the written approval of the Department of Housing and Community Development.

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF \_\_\_\_\_, ss. \_\_\_\_\_, 200\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, the undersigned notary public, personally appeared \_\_\_\_\_, proved to me through satisfactory evidence of identification, which were \_\_\_\_\_, to be the person whose name is signed on the preceding document, as \_\_\_\_\_ of the \_\_\_\_\_ [Project Sponsor], and acknowledged to me that he/she signed it voluntarily for its stated purpose.

\_\_\_\_\_  
Notary Public  
Print Name:  
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF SUFFOLK, ss. \_\_\_\_\_, 200\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, the undersigned notary public, personally appeared \_\_\_\_\_, proved to me through satisfactory evidence of identification, which were \_\_\_\_\_, to be the person whose name is signed on the preceding document, as \_\_\_\_\_ for the Commonwealth of Massachusetts acting by and through the Department of Housing and Community Development, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

\_\_\_\_\_  
Notary public  
Print Name:  
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF \_\_\_\_\_,ss. \_\_\_\_\_, 200\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, the undersigned notary public, personally appeared \_\_\_\_\_, proved to me through satisfactory evidence of identification, which were \_\_\_\_\_, to be the person whose name is signed on the preceding document, as \_\_\_\_\_ for the City/Town of \_\_\_\_\_, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

\_\_\_\_\_  
Notary Public  
Print Name:  
My Commission Expires:

|

**CONSENT TO REGULATORY AGREEMENT**

Re: \_\_\_\_\_  
(Project name)  
\_\_\_\_\_  
(City/Town)  
\_\_\_\_\_  
(Project Sponsor)

The Undersigned being the holder of a mortgage on the above described Project recorded with the Registry of Deeds in Book \_\_\_\_\_, Page \_\_\_\_\_, hereby consents to the execution and recording of this Agreement and to the terms and conditions hereof.

\_\_\_\_\_  
(name of lender)  
By: \_\_\_\_\_  
its \_\_\_\_\_

**COMMONWEALTH OF MASSACHUSETTS**

COUNTY OF \_\_\_\_\_, ss. \_\_\_\_\_, 200\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, the undersigned notary public, personally appeared \_\_\_\_\_, proved to me through satisfactory evidence of identification, which were \_\_\_\_\_, to be the person whose name is signed on the preceding document, as \_\_\_\_\_ of \_\_\_\_\_ Bank, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

\_\_\_\_\_  
Notary Public  
Print Name:  
My Commission Expires:

(If the Project has more than one mortgagee, add additional consent forms. Execution of the consent form by a mortgagee is only necessary if the mortgage has been recorded prior to the Regulatory Agreement.)

EXHIBIT A

Re: \_\_\_\_\_  
(Project Name)  
\_\_\_\_\_  
(City/Town)  
\_\_\_\_\_  
(Project Sponsor)

Property Description

EXHIBIT B

Re: \_\_\_\_\_  
(Project Name)  
\_\_\_\_\_  
(City/Town)  
\_\_\_\_\_  
(Project Sponsor)

Maximum Selling Prices for Low and Moderate Income Units

One bedroom units	\$ _____
Two bedroom units	\$ _____
Three bedroom units	\$ _____
Four bedroom units	\$ _____

If the Maximum Selling Prices provided in chapter five of the Local Initiative Program Guidelines for Communities are increased, the Maximum Selling Prices provided herein may be increased proportionately, but only with the prior approval of the municipality and DHCD.

Location of Low and Moderate Income Units

The housing units which are Low and Moderate Income Units are those designated as lot/unit numbers \_\_\_\_ on:

- a plan of land entitled \_\_\_\_\_  
recorded with the \_\_\_\_\_ Registry of Deeds in Book \_\_\_\_\_, Page \_\_\_\_\_.
- floor plans recorded with the Master Deed of the \_\_\_\_\_ Condominium recorded with  
the \_\_\_\_\_ Registry of Deeds in Book \_\_\_\_\_, Page \_\_\_\_\_.

EXHIBIT C

[TO BE REPLACED BY BLANK DEED RIDER]