

**TOWN OF CONCORD
SELECT BOARD
AGENDA
OCTOBER 4, 2021
6:30 PM
VIDEO CONFERENCE**

Join Zoom Meeting

<https://us02web.zoom.us/j/84092395810?pwd=TnMyWmprWHBla21CczdQM0EvWVVFZz09>

Meeting ID: 840 9239 5810

Passcode: 865209

#	Time	Agenda Item
1.	6:30pm	Call to Order
2.		Consent Agenda <ul style="list-style-type: none"> • Town Accountant Warrants: September 27, 2021; October 4, 2021 • Gift Acceptance: His Presence Christian Fellowship gift of \$1,000.00 to the Council on Aging Gift Account
3.		Town Manager's Report
4.		Chair's Remarks
5.		Adopt 2022 Special Town Meeting Calendar
6.	6:45pm	930 Main Street Habitat House Regulatory Agreement
7.		367 Commonwealth Avenue: HOME Funds
8.	7:10pm	Concord-Carlisle Community Chest Needs Assessment
9.	7:30pm	Review Loan Application with Massachusetts Clean Water Trust
10.		Review Concord Municipal Affordable Housing Trust Charge
11.	7:50pm	Input to Town Manager on Finance Committee Guidelines
12.		Designate Alternate (Clerk) to Approve Warrants
13.		Process for Appointing DEI Commission and Concord 2025 Executive Committee
14.	8:15pm	Committee Nominations: Pam Rockwell of 1810 Main Street, Len Rappolli of 34 Everett Street, and Fred Seward of 158 Spencer Brook Road to the 2229 Main Street Advisory Committee for terms to expire April 30, 2024
15.		Committee Liaison Reports
16.		Miscellaneous Correspondence
17.		Public Comment
18.	8:45pm	Adjourn to Executive Session to discuss strategy with respect to litigation regarding Estabrook Road, as the chair declares that an open meeting may have a detrimental effect on the litigating position of the Town

Note: All times are approximate and subject to change.

From: Carmin Reiss, Town Moderator <moderator@concordma.gov>
Sent: Friday, October 1, 2021 1:56 PM
To: Terri Ackerman <tackerman@concordma.gov>
Cc: Christopher Carmody <ccarmody@concordma.gov>; Jeremy Romanul <jromanul@concordma.gov>; Stephen Crane <scrane@concordma.gov>; Kerry Lafleur <klafleur@concordma.gov>; Kaari Tari <ktari@concordma.gov>
Subject: Re: Draft Special Town Meeting Calendar

Terri,

SB definitely does not need to meet to open or close the Warrant once it sets and publishes those dates. The Warrant can be opened and closed on any day of the week. Yes, SB will need to place on an agenda and discuss/approve at a meeting the language and order of the Warrant.

Historically, STM warrants have been open in Concord only for ten days. Our practice has been to reserve to the Annual Meeting everything that can be left to the Annual Meeting and to limit what gets taken up off-cycle to pressing matters that can't wait. I would be in favor of following the ten-day practice for this STM, especially in view of the complexities of holding an indoor STM while we still are dealing with a pandemic. I would hope that all town departments, boards, and committees would be encouraged not to place anything on the STM Warrant to keep the length of the meeting as short as possible.

Carmin

Carmin C. Reiss
Town Moderator
Concord, MA 01742

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 _____ 20__ by and among the Commonwealth of Massachusetts, acting by and through the Department of Housing and Community Development ("DHCD"), pursuant to G.L. c. 23B §1 as amended by Chapter 19 of the Acts of 2007, the Town of Concord ("the Municipality"), and Habitat for Humanity of Greater Lowell, Inc, a Massachusetts nonprofit corporation, having an address at 68 Tadmuck Road, Unit 1, Westford MA 01886, 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 56.00 (the "Regulations") which establish the Local Initiative Program ("LIP");

WHEREAS, the Project Sponsor intends to construct a housing development known as 930 Main Street at a .28-acre site off Main Street/Rt 62 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 2 condominium units (the "Units") and two 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 Executive Officer of the Municipality (as that term is defined in the Regulations) and the Project Sponsor have made application to DHCD to certify that the units in the Project are Local Action Units (as that term is defined in the *Comprehensive Permit Guidelines* (the "Guidelines")) published by DHCD with the LIP Program; and

WHEREAS, in partial consideration of the execution of this Agreement, DHCD 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:

1. The Project Sponsor agrees to construct the Project in accordance with plans and specifications approved by the Municipality (the "Plans and Specifications") . 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 *Comprehensive Permit Guidelines* (the "Guidelines")) published by DHCD, and must contain complete living facilities including but not limited to a stove, refrigerator, 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;
 _____ 1 _____ of the Low and Moderate Income Units shall be two bedroom units;
 _____ 1 _____ 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. 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 (i) 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 and (ii) whose assets do not exceed the limits specified in the Guidelines. 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 Boston HMFA.

2. Upon the occurrence of one of the events described in 760 CMR 56.03(2), the Project will be included in the Subsidized Housing Inventory as that term is described in 760 CMR 56.01. Only Low and Moderate Income Units will be counted as SHI Eligible Housing as that term is described in 760 CMR 56.01 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.

(b) For each sale of a Low and Moderate Income Unit, DHCD must approve the terms of the Eligible Purchaser's mortgage financing as evidenced by DHCD's issuance of the Resale Price Certificate described in the Deed Rider.

(c) 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 SHI Eligible Housing, and shall no longer be included in the Subsidized Housing Inventory.

(d) Each Low and Moderate Income Unit will remain SHI Eligible Housing 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 is 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. Intentionally omitted.

5. (a) 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 fair marketing of Low and Moderate Income Units and effective outreach to protected groups underrepresented in the municipality, including provisions for a lottery, consistent with the Regulations and Guidelines. At the option of the Municipality, and provided that the Marketing Plan demonstrates (i) the need for the local preference (e.g., a disproportionately low rental or ownership affordable housing stock relative to need in comparison to the regional area), and (ii) that the proposed local preference will not have a disparate impact on protected classes, 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, provided that any local preference shall apply only to the initial unit sales by the Project Sponsor. When submitted to DHCD for approval, the Marketing Plan should be accompanied by a letter from the Chief Executive Officer 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-Cambridge-Quincy, MA-NH MSA, the Project Sponsor must list all Low and Moderate Income Units with the Boston Fair Housing Commission's MetroList (Metropolitan Housing Opportunity Clearing Center); other requirements for listing of units are specified in the Guidelines.** All costs of carrying out the Marketing Plan shall be paid by the Project Sponsor.

(b) The Project Sponsor may use in-house staff to draft and/or implement the Marketing Plan, provided that such staff meets the qualifications described in the Guidelines. The Project Sponsor may contract for such services provided that any such contractor must be experienced and qualified under the standards set forth in the Guidelines. 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.

6. Neither the Project Sponsor nor the Municipality shall discriminate on the basis of race, religion, color, sex, sexual orientation, familial status, age, handicap, marital status, national origin, genetic information, ancestry, children, receipt of public assistance, 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.

7. (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 Executive Officer 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) Throughout the term of this Agreement, the Chief Executive Officer 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.

8. Upon execution, the Project Sponsor shall immediately cause this Agreement and any amendments hereto to be recorded/filed with the Registry, 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.

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

(a) The Project Sponsor (i) is a nonprofit, 501c3 ~~organization~~ corporation, 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 10, 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 or adversely affect its financial condition.

10. Except for sales of Low and Moderate Income Units to Eligible Purchasers and sales of other Units to unit owners in the ordinary course of business as permitted by the terms of this Agreement, the Project Sponsor will not sell, transfer, lease, or exchange the Project or any portion thereof or interest therein (collectively, a "Sale") or (except as permitted under Section (d) below) mortgage the Property without the prior written consent of DHCD and the Municipality.

(a) A request for consent to a Sale shall include:

- A signed agreement stating that the transferee will assume in full the Project Sponsor's obligations and duties under this Agreement, together with a certification by the attorney or title company that it will be held in escrow and, in the case of any transfer other than a transfer of Beneficial Interests, recorded in the Registry of Deeds with the deed and/or other recorded documents effecting the Sale;
- The name of the proposed transferee and any other entity controlled by or controlling or under common control with the transferee, and names of any affordable housing developments in the Commonwealth owned by such entities;
- A certification from the Municipality that the Project is in compliance with the affordability requirements of this Agreement.

(b) Consent to the proposed Sale shall be deemed to be given unless DHCD or the Municipality notifies the Project Sponsor within thirty (days) after receipt of the request that either

- The package requesting consent is incomplete, or

- The proposed transferee (or any entity controlled by or controlling or under common control with the proposed transferee) has a documented history of serious or repeated failures to abide by agreements of affordable housing funding or regulatory agencies of the Commonwealth or the federal government or is currently in violation of any agreements with such agencies beyond the time permitted to cure the violation, or
- The Project is not being operated in compliance with the affordability requirements of this Agreement at the time of the proposed Sale.

(c) The Project Sponsor shall provide DHCD and the Municipality with thirty (30) day's prior written notice of the following:

- (i) any change, substitution or withdrawal of any general partner, manager, or agent of the Project Sponsor; or
- (ii) the conveyance, assignment, transfer, or relinquishment of a majority of the Beneficial Interests (herein defined) in the Project Sponsor (except for such a conveyance, assignment, transfer or relinquishment among holders of Beneficial Interests as of the date of this Agreement).
- (iii) the sale, mortgage, conveyance, transfer, ground lease, or exchange of the Project Sponsor's interest in the Project or any party of the Project.

For purposes hereof, the term "Beneficial Interest" shall mean: (i) with respect to a partnership, any partnership interests or other rights to receive income, losses, or a return on equity contributions made to such partnership; (ii) with respect to a limited liability company, any interests as a member of such company or other rights to receive income, losses, or a return on equity contributions made to such company; or (iii) with respect to a company or corporation, any interests as an officer, board member or stockholder of such company or corporation to receive income, losses, or a return on equity contributions made to such company or corporation.

Notwithstanding the above, DHCD's consent under this Section 9 shall not be required with respect to the grant by the Project Sponsor of any mortgage or other security interest in or with respect to the Project to a state or national bank, state or federal savings and loan association, cooperative bank, mortgage company, trust company, insurance company or other institutional lender made at no greater than the prevailing rate of interest or any exercise by any such mortgagee of any of its rights and remedies (including without limitation, by foreclosure or by taking title to the Project by deed in lieu of foreclosure), subject, however to the provisions of Section 14 hereof.

The Project Sponsor hereby agrees that it shall provide copies of any and all written notices received by the Project Sponsor from a mortgagee exercising or threatening to exercise its foreclosure rights under the mortgage.

11. 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.

12. 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.

13. 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: Director of Planning and Land Management
Town of Concord
141 Keyes Road, First Floor
Concord, MA 01742

Project Sponsor: Habitat for Humanity of Greater Lowell
68 Tadmuck Road, Unit 1
Westford MA 01886

14. (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 shall bind, and the benefits shall inure to, respectively, the Project Sponsor and its successors and assigns, and DHCD and its successors and assigns and the Municipality and its successors and assigns. 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 4 hereof, . The rights and restrictions contained in this Agreement shall not lapse if the Project is acquired through foreclosure or deed in lieu of foreclosure or similar action, and the provisions hereof shall continue to run with and bind the Project.

(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.

15. 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.

16. (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 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 16(a), 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 SHI Eligible Housing for the purposes of the Act and shall be

deleted from the Subsidized Housing Inventory. The foregoing sentence shall not apply to Low and Moderate Income Units that have been conveyed in compliance and remain in compliance with Section 3 of this Agreement.

17. 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 and Subordination of Mortgage to Regulatory Agreement attached hereto and made a part hereof.

18. DHCD may delegate to the Municipality any of its oversight and enforcement responsibilities under this Agreement, with the agreement of the Municipality, by providing written notice of such delegation to the Project Sponsor and the Municipality.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

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

PROJECT SPONSOR
Habitat for Humanity of Greater Lowell, Inc

By: 
Its: Executive Director

DEPARTMENT OF HOUSING AND
COMMUNITY DEVELOPMENT

By: _____
Its: _____

MUNICIPALITY
Town of Concord, MA

By: _____
Its: _____

- 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 Middlesex, ss.

9/17, 2021

On this 17th day of September, 2021, before me, the undersigned notary public, personally appeared Kevin Foxco, proved to me through satisfactory evidence of identification, which were Drivers License, to be the person whose name is signed on the preceding document, as Executive Director of the Habitat for Humanity [Project Sponsor], and acknowledged to me that he/she signed it voluntarily for its stated purpose.



Michelle Clement
Notary Public
Print Name: Michelle Clement
My Commission Expires: 12/24/2021

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF SUFFOLK, ss.

_____, 20__

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. _____, 20__

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 Concord, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

Notary Public
Print Name:
My Commission Expires:

**CONSENT AND SUBORDINATION OF MORTGAGE
TO REGULATORY AGREEMENT**

Reference is hereby made to a certain Mortgage dated _____ given by _____ to _____, recorded with the _____ Registry of Deeds at Book _____, Page _____ ("Mortgage").

The Undersigned, present holder of said Mortgage, hereby recognizes and consents to the execution and recording of this Agreement and agrees that the aforesaid Mortgage shall be subject and subordinate to the provisions of this Agreement, to the same extent as if said Mortgage had been registered subsequent thereto. The Undersigned further agrees that in the event of any foreclosure or exercise of remedies under said Mortgage it shall comply with the terms and conditions hereof.

[NAME OF LENDER]

By: _____
Its: _____

(If the Project has more than one mortgagee, add additional consent forms.)

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF _____, ss. _____, 20__

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:

EXHIBIT A

Re: 930 Main Street _____
(Project name)
Concord, MA _____
(City/Town)
Habitat for Humanity of Greater Lowell, Inc _____
(Developer)

Property Description

A certain parcel of land situated on the Northerly side of Main Street, Concord, Mass. And being shown as Lot #1 on a plan entitled "Plan of Land in Concord Belonging to Beharrell Bros." dated November 18, 1939, E.N. Montague, C.F. duly recorded in the Middlesex South District Registry of Deeds in Book 6349, Page 156, bounded and described as follows:

Beginning at a cement bound at the Southwesterly corner of the granted premises on Main Street and at Lot #2 as shown on said plan; thence running North 14° 45' East by Lot #2 as shown on said plan one hundred twenty-nine and 30/100 (129.30) feet to a stone bound at land of Allen Farms, Inc. as shown on said plan; thence turning and running South 81° 40' East by land of Allen Farms, Inc. as shown on said plan ninety (90) feet to a stake on land of Elizabeth Adams as shown on said plan; thence turning and running South 17° 10' West by land of Elizabeth Adams as shown on said plan one hundred fifty-three and 51/100 (153.51) feet to a pipe on Main Street as shown on said plan; thence turning and running Westerly by the Northerly side of Main Street as shown on said plan eighty-four and 08/100 (84.08) feet to a cement bound and the point of beginning.

Containing an area of 12,250 square feet according to said plan. Meaning and intending hereby to convey Lot #1 as shown on said plan.

Subject to easements, rights, restrictions and covenants of record if they affect the locus and are in full force and effect, expressly not intending nor meaning to extend the same in the event that they have expired by operation of law or otherwise.

For Grantor's title, see deed dated July 10, 2019 and recorded with said Deeds in Book 73140, Page 6.

EXHIBIT B

Re: 930 Main Street _____
(Project name)
Concord, MA _____
(City/Town)
Habitat for Humanity of Greater Lowell, Inc _____
(Developer)

Maximum Selling Prices, Initial Condominium Fees, and Percentage Interest Assigned to Low and Moderate Income Units

	<u>Sales Price</u>	<u>Condo Fee</u>	<u>% Interest</u>
One bedroom units	\$ _____	\$ _____	_____
Two bedroom units	\$200,000	\$175 _____	50% _____
Three bedroom units	\$225,000	\$175 _____	50% _____
Four bedroom units	\$ _____	\$ _____	_____

Location of Low and Moderate Income Units

The housing units which are Low and Moderate Income Units are those designated as unit numbers 1 & 2 _____ on:

a plan of land entitled _____ recorded with the _____ Registry of Deeds in Book _____, Page _____.

_____ floor plans recorded with the Master Deed of the _____ recorded with the Middlesex South Registry of Deeds in Book 73720, Page 126.

LOCAL INITIATIVE PROGRAM
AFFORDABLE HOUSING DEED RIDER

*For Projects in Which
Affordability Restrictions Survive Foreclosure*

This LOCAL INITIATIVE PROGRAM AFFORDABLE HOUSING DEED RIDER is made part of that certain deed (the "Deed") of certain property (the "Property") from _____ ("Grantor") to _____ ("Owner") dated _____, 20___. The Property is located in the city/town of _____ (the "Municipality").

RECITALS

WHEREAS, the Grantor is conveying that certain real property more particularly described in the Deed to the Owner at a consideration which is at or less than the fair market value of the Property; and

WHEREAS, the Property is part of a project which was: [check all that are applicable]

- (i) granted a Comprehensive Permit under Massachusetts General Laws Chapter 40B, Sections 20-23, from the Board of Appeals of the Municipality or the Housing Appeals Committee dated _____ and recorded/filed with the _____ Registry of Deeds/Registry District of Land Court (the "Registry") in Book _____, Page _____/Document No. _____ (the "Comprehensive Permit");
- (ii) subject to a Regulatory Agreement among _____ (the "Developer"), [] Massachusetts Housing Finance Agency ("MassHousing"), [X] the Massachusetts Department of Housing and Community Development] ("DHCD"), and [X] the Municipality; dated _____ and recorded with the Registry in Book _____, Page _____ (the "Regulatory Agreement");
- (iii) subsidized by the federal or state government under the Local Initiative Program, a program to assist construction of low or moderate income housing (the "Program"); and

WHEREAS, pursuant to the Program, eligible purchasers such as the Owner are given the opportunity to purchase residential property at or less than its fair market value if the purchaser agrees to certain use and transfer restrictions, including an agreement to occupy the property as a principal residence and to convey the property for an amount not greater than a maximum resale price, all as more fully provided herein; and

WHEREAS, DHCD and the city/town of _____ (singly, or if more than one entity is listed, collectively, the "Monitoring Agent") is obligated by the Program or has been retained to

monitor compliance with and to enforce the terms of this Deed Rider, and eligible purchasers such as the Owner may be required to pay to the Monitoring Agent, or its successor, a small percentage of the resale price upon the Owner's conveyance of the Property, as set out in the Regulatory Agreement and as more fully provided herein; and

WHEREAS, the rights and restrictions granted herein to the Monitoring Agent and the Municipality serve the public's interest in the creation and retention of affordable housing for persons and households of low and moderate income and in the restricting of the resale price of property in order to assure its affordability by future low and moderate income purchasers.

NOW, THEREFORE, as further consideration for the conveyance of the Property at or less than fair market value, the Grantor and the Owner, including his/her/their heirs, successors and assigns, hereby agree that the Property shall be subject to the following rights and restrictions which are imposed for the benefit of, and shall be enforceable by, the Municipality and the Monitoring Agent, and, if DHCD is a party to the Regulatory Agreement and is not the Monitoring Agent, by DHCD.

1. Definitions. In this Deed Rider, in addition to the terms defined above, the following words and phrases shall have the following meanings:

Affordable Housing Fund means a fund established by the Municipality for the purpose of reducing the cost of housing for Eligible Purchasers or for the purpose of encouraging, creating, or subsidizing the construction or rehabilitation of housing for Eligible Purchasers or, if no such fund exists, a fund established by the Municipality pursuant to Massachusetts General Laws Chapter 44 Section 53A, et seq.

Applicable Foreclosure Price shall have the meaning set forth in Section 7(b) hereof.

Appropriate Size Household means a household containing a number of members equal to the number of bedrooms in the Property plus one.

Approved Capital Improvements means the documented commercially reasonable cost of extraordinary capital improvements made to the Property by the Owner; provided that the Monitoring Agent shall have given written authorization for incurring such cost prior to the cost being incurred and that the original cost of such improvements shall be discounted over the course of their useful life.

Area means the Primary Metropolitan Statistical Area or non-metropolitan area that includes the Municipality, as determined by HUD, which in this case is the _____ MSA/HMFA.

Area Median Income means the most recently published median income for the Area adjusted for household size as determined by HUD. If HUD discontinues publication of Area Median Income, the income statistics used by MassHousing for its low and moderate income housing programs shall apply.

Base Income Number means the Area Median Income for a four (4)-person household. Currently, the AMI for the _____ MSA/HMFA is \$ _____.

Chief Executive Officer shall mean the Mayor in a city or the Board of Selectmen in a town unless some other municipal office is designated to be the chief executive officer under the provisions of a local charter.

Closing shall have the meaning set forth in Section 5(b) hereof.

Compliance Certificate shall have the meaning set forth in Section 6(a) hereof.

Conveyance Notice shall have the meaning set forth in Section 4(a) hereof.

Eligible Purchaser means an individual or household earning no more than eighty percent (80%) of Area Median Income (or, if checked [] _____ percent (___%) of Area Median Income, as required by the Program) and owning assets not in excess of the limit set forth in the Program Guidelines. To be considered an Eligible Purchaser, the individual or household must intend to occupy and thereafter must occupy the Property as his, her or their principal residence and must provide to the Monitoring Agent such certifications as to income, assets and residency as the Monitoring Agent may require to determine eligibility as an Eligible Purchaser. An Eligible Purchaser shall be a First-Time Homebuyer if required by the Program and as specified in the Regulatory Agreement.

First-Time Homebuyer means an individual or household, of which no household member has had an ownership interest in a principal residence at any time during the three (3)-year period prior to the date of qualification as an Eligible Purchaser, except that (i) any individual who is a displaced homemaker (as may be defined by DHCD) (ii) and any individual age 55 or over (applying for age 55 or over housing) shall not be excluded from consideration as a First-Time Homebuyer under this definition on the basis that the individual, owned a home or had an ownership interest in a principal residence at any time during the three (3)-year period.

Foreclosure Notice shall have the meaning set forth in Section 7(a) hereof.

HUD means the United States Department of Housing and Urban Development.

Ineligible Purchaser means an individual or household not meeting the requirements to be eligible as an Eligible Purchaser.

Maximum Resale Price means the sum of (i) the Base Income Number (at the time of resale) multiplied by the Resale Price Multiplier, plus (ii) the Resale Fee and any necessary marketing expenses (including broker's fees) as may have been approved by the Monitoring Agent, plus (iii) Approved Capital Improvements, if any (the original cost of which shall have been discounted over time, as calculated by the Monitoring Agent); provided that in no event shall the Maximum Resale Price be greater than the purchase price for which a credit-worthy Eligible Purchaser earning seventy percent (70%) of the Area Median Income (or, if checked [] _____ percent (___%) of Area Median Income, as required by the Program) of Area Median Income, as

required by the Program) for an Appropriate Size Household could obtain mortgage financing (as such purchase price is determined by the Monitoring Agent using the same methodology then used by DHCD for its Local Initiative Program or similar comprehensive permit program); and further provided that the Maximum Resale Price shall not be less than the purchase price paid for the Property by the Owner unless the Owner agrees to accept a lesser price.

Monitoring Services Agreement means any Monitoring Services Agreement for monitoring and enforcement of this Deed Rider among some or all of the Developer, the Monitoring Agent, the Municipality, MassHousing and DHCD.

Mortgage Satisfaction Amount shall have the meaning set forth in Section 7(b) hereof.

Mortgagee shall have the meaning set forth in Section 7(a) hereof.

Program Guidelines means the regulations and/or guidelines issued for the applicable Program and controlling its operations, as amended from time to time.

Resale Fee means a fee of **Two Percent (2%)** of the Base Income Number (at the time of resale) multiplied by the Resale Price Multiplier, to be paid to the Monitoring Agent as compensation for monitoring and enforcing compliance with the terms of this Deed Rider, including the supervision of the resale process.

Resale Price Certificate means the certificate issued as may be specified in the Regulatory Agreement and recorded with the first deed of the Property from the Developer, or the subsequent certificate (if any) issued as may be specified in the Regulatory Agreement, which sets forth the Resale Price Multiplier to be applied on the Owner's sale of the Property, as provided herein, for so long as the restrictions set forth herein continue. In the absence of contrary specification in the Regulatory Agreement the Monitoring Agent shall issue the certificate.

Resale Price Multiplier means the number calculated by dividing the Property's initial sale price by the Base Income Number at the time of the initial sale from the Developer to the first Eligible Purchaser. The Resale Price Multiplier will be multiplied by the Base Income Number at the time of the Owner's resale of the Property to determine the Maximum Resale Price on such conveyance subject to adjustment for the Resale Fee, marketing expenses and Approved Capital Improvements. In the event that the purchase price paid for the Property by the Owner includes such an adjustment a new Resale Price Multiplier will be recalculated by the Monitoring Agent by dividing the purchase price so paid by the Base Income Number at the time of such purchase, and a new Resale Price Certificate will be issued and recorded reflecting the new Resale Price Multiplier. A Resale Price Multiplier of _____ is hereby assigned to the Property.

Term means in perpetuity, unless earlier terminated by (i) the termination of the term of affordability set forth in the Regulatory Agreement or Comprehensive Permit, whichever is longer; or (ii) the recording of a Compliance Certificate and a new Deed Rider executed by the purchaser in form and substance substantially identical to this Deed Rider establishing a new term.

2. Owner-Occupancy/Principal Residence. The Property shall be occupied and used by the Owner's household exclusively as his, her or their principal residence. Any use of the Property or activity thereon which is inconsistent with such exclusive residential use is expressly prohibited.

3. Restrictions Against Leasing, Refinancing and Junior Encumbrances. The Property shall not be leased, rented, refinanced, encumbered (voluntarily or otherwise) or mortgaged without the prior written consent of the Monitoring Agent; provided that this provision shall not apply to a first mortgage granted on the date hereof in connection with this conveyance from Grantor to Owner securing indebtedness not greater than one hundred percent (100%) of the purchase price. Any rents, profits, or proceeds from any transaction described in the preceding sentence which transaction has not received the requisite written consent of the Monitoring Agent shall be paid upon demand by Owner to the Municipality for deposit to its Affordable Housing Fund. The Monitoring Agent or Municipality may institute proceedings to recover such rents, profits or proceeds, and costs of collection, including attorneys' fees. Upon recovery, after payment of costs, the balance shall be paid to the Municipality for deposit to its Affordable Housing Fund. In the event that the Monitoring Agent consents for good cause to any such lease, refinancing, encumbrance or mortgage, it shall be a condition to such consent that all rents, profits or proceeds from such transaction, which exceed the actual carrying costs of the Property as determined by the Monitoring Agent, shall be paid to the Municipality for deposit to its Affordable Housing Fund.

4. Options to Purchase.

(a) When the Owner or any successor in title to the Owner shall desire to sell, dispose of or otherwise convey the Property, or any portion thereof, the Owner shall notify the Monitoring Agent and the Municipality in writing of the Owner's intention to so convey the Property (the "Conveyance Notice"). Upon receipt of the Conveyance Notice, the Monitoring Agent shall (i) calculate the Maximum Resale Price which the Owner may receive on the sale of the Property based upon the Base Income Number in effect as of the date of the Conveyance Notice and the Resale Price Multiplier set forth in the most recently recorded Resale Price Certificate together with permissible adjustments for the Resale Fee, marketing expenses and Approved Capital Improvements (as discounted), and (ii) promptly begin marketing efforts. The Owner shall fully cooperate with the Monitoring Agent's efforts to locate an Eligible Purchaser and, if so requested by the Monitoring Agent, shall hire a broker selected by the Monitoring Agent to assist in locating an Eligible Purchaser ready, willing and able to purchase the Property at the Maximum Resale Price after entering a purchase and sale agreement. Pursuant to such agreement, sale to the Eligible Purchaser at the Maximum Resale Price shall occur within ninety (90) days after the Monitoring Agent receives the Conveyance Notice or such further time as reasonably requested to arrange for details of closing. If the Owner fails to cooperate in such resale efforts, including a failure to agree to reasonable terms in the purchase and sale agreement, the Monitoring Agent may extend the 90-day period for a period commensurate with the time the lack of cooperation continues, as determined by the Monitoring Agent in its reasonable discretion. In such event, the Monitoring Agent shall give Owner written notice of the lack of cooperation and the length of the extension added to the 90-day period.

(b) The Monitoring Agent shall ensure that diligent marketing efforts are made to locate an Eligible Purchaser ready, willing and able to purchase the Property at the Maximum Resale Price within the time period provided in subsection (a) above and to enter the requisite purchase and sale agreement. If more than one Eligible Purchaser is located, the Monitoring Agent shall conduct a lottery or other like procedure to determine which Eligible Purchaser shall be entitled to enter a purchase and sale agreement with Owner and to purchase the Property. Preference shall be given to Appropriate Size Households. The procedure for marketing and selecting an Eligible Purchaser shall be approved as provided in the Regulatory Agreement and any applicable Program Guidelines. If an Eligible Purchaser is located within ninety (90) days after receipt of the Conveyance Notice, but such Eligible Purchaser proves unable to secure mortgage financing so as to be able to complete the purchase of the Property pursuant to the purchase and sale agreement, following written notice to Owner within the 90-day period the Monitoring Agent shall have an additional sixty (60) days to locate another Eligible Purchaser who will enter a purchase and sale agreement and purchase the Property by the end of such sixty (60)-day period or such further time as reasonably requested to carry out the purchase and sale agreement.

(c) In lieu of sale to an Eligible Purchaser, the Monitoring Agent or the Municipality or designee shall also have the right to purchase the Property at the Maximum Resale Price, in which event the purchase and sale agreement shall be entered, and the purchase shall occur within ninety (90) days after receipt of the Conveyance Notice or, within the additional sixty (60)-day period specified in subsection (b) above, or such further time as reasonably requested to carry out the purchase and sale agreement. Any lack of cooperation by Owner in measures reasonably necessary to effect the sale shall extend the 90-day period by the length of the delay caused by such lack of cooperation. The Monitoring Agent shall promptly give Owner written notice of the lack of cooperation and the length of the extension added to the 90-day period. In the event of such a sale to the Monitoring Agent or Municipality or designee, the Property shall remain subject to this Deed Rider and shall thereafter be sold or rented to an Eligible Purchaser as may be more particularly set forth in the Regulatory Agreement.

(d) If an Eligible Purchaser fails to purchase the Property within the 90-day period (or such further time determined as provided herein) after receipt of the Conveyance Notice, and the Monitoring Agent or Municipality or designee does not purchase the Property during said period, then the Owner may convey the Property to an Ineligible Purchaser no earlier than thirty (30) days after the end of said period at the Maximum Resale Price, but subject to all rights and restrictions contained herein; provided that the Property shall be conveyed subject to a Deed Rider identical in form and substance to this Deed Rider which the Owner agrees to execute, to secure execution by the Ineligible Purchaser and to record with the Deed; and further provided that if more than one Ineligible Purchaser is ready, willing and able to purchase the Property the Owner will give preference and enter a purchase and sale agreement with any individuals or households identified by the Monitoring Agent as an Appropriate Size Household earning more than eighty percent (80%) but less than one hundred twenty percent (120%) of the Area Median Income.

(e) The priority for exercising the options to purchase contained in this Section 4 shall be as follows: (i) an Eligible Purchaser located and selected by the Monitoring

Agent, as provided in subsection (b) above, (ii) the Municipality or its designee, as provided in subsection (c) above, and (iii) an Ineligible Purchaser, as provided in subsection (d) above.

(f) Nothing in this Deed Rider or the Regulatory Agreement constitutes a promise, commitment or guarantee by DHCD, MassHousing, the Municipality or the Monitoring Agent that upon resale the Owner shall actually receive the Maximum Resale Price for the Property or any other price for the Property.

(g) The holder of a mortgage on the Property is not obligated to forbear from exercising the rights and remedies under its mortgage, at law or in equity, after delivery of the Conveyance Notice.

5. Delivery of Deed.

(a) In connection with any conveyance pursuant to an option to purchase as set forth in Section 4 above, the Property shall be conveyed by the Owner to the selected purchaser by a good and sufficient quitclaim deed conveying a good and clear record and marketable title to the Property free from all encumbrances except (i) such taxes for the then current year as are not due and payable on the date of delivery of the deed, (ii) any lien for municipal betterments assessed after the date of the Conveyance Notice, (iii) provisions of local building and zoning laws, (iv) all easements, restrictions, covenants and agreements of record specified in the deed from the Owner to the selected purchaser, (v) such additional easements, restrictions, covenants and agreements of record as the selected purchaser consents to, such consent not to be unreasonably withheld or delayed, (vi) the Regulatory Agreement, and (vii), except as otherwise provided in the Compliance Certificate, a Deed Rider identical in form and substance to this Deed Rider which the Owner hereby agrees to execute, to secure execution by the selected purchaser, and to record with the deed. **Said deed shall clearly state that it is made subject to the Deed Rider which is made part of the deed.** Failure to comply with the preceding sentence shall not affect the validity of the conveyance from the Owner to the selected purchaser or the enforceability of the restrictions herein.

(b) Said deed, including the approved Deed Rider, shall be delivered and the purchase price paid (the "Closing") at the Registry, or at the option of the selected purchaser, exercised by written notice to the Owner at least five (5) days prior to the delivery of the deed, at such other place as the selected purchaser may designate in said notice. The Closing shall occur at such time and on such date as shall be specified in a written notice from the selected purchaser to the Owner, which date shall be at least five (5) days after the date on which such notice is given, and no later than the end of the time period specified in Section 4(a) above.

(c) To enable Owner to make conveyance as herein provided, Owner may, if Owner so desires at the time of delivery of the deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, all instruments with respect thereto to be recorded simultaneously with the delivery of said deed. Nothing contained herein as to the Owner's obligation to remove defects in title or to make conveyance or to deliver possession of the Property in accordance with the terms hereof, as to use of proceeds to clear title or as to the

election of the selected purchaser to take title, nor anything else in this Deed Rider shall be deemed to waive, impair or otherwise affect the priority of the rights herein over matters appearing of record, or occurring, at any time after the recording of this Deed Rider, all such matters so appearing or occurring being subject and subordinate in all events to the rights herein.

(d) Water and sewer charges and taxes for the then current tax period shall be apportioned and fuel value shall be adjusted as of the date of Closing and the net amount thereof shall be added to or deducted from, as the case may be, the purchase price payable by the selected purchaser.

(e) Full possession of the Property free from all occupants is to be delivered at the time of the Closing, the Property to be then in the same condition as it is in on the date of the execution of the purchase and sale agreement, reasonable wear and tear only excepted.

(f) If Owner shall be unable to give title or to make conveyance as above required, or if any change of condition in the Property not included in the above exception shall occur, then Owner shall be given a reasonable time not to exceed thirty (30) days after the date on which the Closing was to have occurred in which to remove any defect in title or to restore the Property to the condition herein required. The Owner shall use best efforts to remove any such defects in the title, whether voluntary or involuntary, and to restore the Property to the extent permitted by insurance proceeds or condemnation award. The Closing shall occur fifteen (15) days after notice by Owner that such defect has been cured or that the Property has been so restored. The selected purchaser shall have the election, at either the original or any extended time for performance, to accept such title as the Owner can deliver to the Property in its then condition and to pay therefor the purchase price without deduction, in which case the Owner shall convey such title, except that in the event of such conveyance in accordance with the provisions of this clause, if the Property shall have been damaged by fire or casualty insured against or if a portion of the Property shall have been taken by a public authority, then the Owner shall, unless the Owner has previously restored the Property to its former condition, either:

- (A) pay over or assign to the selected purchaser, on delivery of the deed, all amounts recovered or recoverable on account of such insurance or condemnation award less any amounts reasonably expended by the Owner for any partial restoration, or
- (B) if a holder of a mortgage on the Property shall not permit the insurance proceeds or the condemnation award or part thereof to be used to restore the Property to its former condition or to be so paid over or assigned, give to the selected purchaser a credit against the purchase price, on delivery of the deed, equal to said amounts so retained by the holder of the said mortgage less any amounts reasonably expended by the Owner for any partial restoration.

6. Resale and Transfer Restrictions.

(a) Except as otherwise provided herein, the Property or any interest therein shall not at any time be sold by the Owner, or the Owner's successors and assigns, and no attempted sale shall be valid, unless the aggregate value of all consideration and payments of every kind given or paid by the selected purchaser of the Property for and in connection with the transfer of such Property, is equal to or less than the Maximum Resale Price for the Property, and unless a certificate (the "Compliance Certificate") is obtained and recorded, signed and acknowledged by the Monitoring Agent which Compliance Certificate refers to the Property, the Owner, the selected purchaser thereof, and the Maximum Resale Price therefor, and states that the proposed conveyance, sale or transfer of the Property to the selected purchaser is in compliance with the rights, restrictions, covenants and agreements contained in this Deed Rider, and unless there is also recorded a new Deed Rider executed by the selected purchaser, which new Deed Rider is identical in form and substance to this Deed Rider.

(b) The Owner, any good faith purchaser of the Property, any lender or other party taking a security interest in such Property and any other third party may rely upon a Compliance Certificate as conclusive evidence that the proposed conveyance, sale or transfer of the Property to the selected purchaser is in compliance with the rights, restrictions, covenants and agreements contained in this Deed Rider, and may record such Compliance Certificate in connection with the conveyance of the Property.

(c) Within ten (10) days of the closing of the conveyance of the Property from the Owner to the selected purchaser, the Owner shall deliver to the Monitoring Agent a copy of the Deed of the Property, including the deed rider, together with recording information. Failure of the Owner, or Owner's successors or assigns to comply with the preceding sentence shall not affect the validity of such conveyance or the enforceability of the restrictions herein.

7. Survival of Restrictions Upon Exercise of Remedies by Mortgagees.

(a) The holder of record of any mortgage on the Property (each, a "Mortgagee") shall notify the Monitoring Agent, the Municipality and any senior Mortgagee(s) in the event of any default for which the Mortgagee intends to commence foreclosure proceedings or similar remedial action pursuant to its mortgage (the "Foreclosure Notice"), which notice shall be sent to the Monitoring Agent and the Municipality as set forth in this Deed Rider, and to the senior Mortgagee(s) as set forth in such senior Mortgagee's mortgage, not less than one hundred twenty (120) days prior to the foreclosure sale or the acceptance of a deed in lieu of foreclosure. The Owner expressly agrees to the delivery of the Foreclosure Notice and any other communications and disclosures made by the Mortgagee pursuant to this Deed Rider.

(b) The Owner grants to the Municipality or its designee the right and option to purchase the Property upon receipt by the Municipality of the Foreclosure Notice. In the event that the Municipality intends to exercise its option, the Municipality or its designee shall purchase the Property within one hundred twenty (120) days of receipt of such notice, at a price equal to the greater of (i) the sum of the outstanding principal balance of the note secured by such foreclosing

Mortgagee's mortgage, together with the outstanding principal balance(s) of any note(s) secured by mortgage(s) senior in priority to such mortgage (but in no event shall the aggregate amount thereof be greater than one hundred percent (100%) of the Maximum Resale Price calculated at the time of the granting of the mortgage) plus all future advances, accrued interest and all reasonable costs and expenses which the foreclosing Mortgagee and any senior Mortgagee(s) are entitled to recover pursuant to the terms of such mortgages (the "Mortgage Satisfaction Amount"), and (ii) the Maximum Resale Price (which for this purpose may be less than the purchase price paid for the Property by the Owner) (the greater of (i) and (ii) above herein referred to as the "Applicable Foreclosure Price"). The Property shall be sold and conveyed in its then-current "as is, where is" condition, without representation or warranty of any kind, direct or indirect, express or implied, and with the benefit of and subject to all rights, rights of way, restrictions, easements, covenants, liens, improvements, housing code violations, public assessments, any and all unpaid federal or state taxes (subject to any rights of redemption for unpaid federal taxes), municipal liens and any other encumbrances of record then in force and applicable to the Property having priority over such foreclosing Mortgagee's mortgage, and further subject to a Deed Rider identical in form and substance to this Deed Rider which the Owner hereby agrees to execute, to secure execution by the Municipality or its designee, and to record with the deed, except that (i) during the term of ownership of the Property by the Municipality or its designee the owner-occupancy requirements of Section 2 hereof shall not apply (unless the designee is an Eligible Purchaser), and (ii) the Maximum Resale Price shall be recalculated based on the price paid for the Property by the Municipality or its designee, but not greater than the Applicable Foreclosure Price. **Said deed shall clearly state that it is made subject to the Deed Rider which is made part of the deed.** Failure to comply with the preceding sentence shall not affect the validity of the conveyance from the Owner to the Municipality or its designee or the enforceability of the restrictions herein.

(c) Not earlier than one hundred twenty (120) days following the delivery of the Foreclosure Notice to the Monitoring Agent, the Municipality and any senior Mortgagee(s) pursuant to subsection (a) above, the foreclosing Mortgagee may conduct the foreclosure sale or accept a deed in lieu of foreclosure. The Property shall be sold and conveyed in its then-current "as is, where is" condition, without representation or warranty of any kind, direct or indirect, express or implied, and with the benefit of and subject to all rights, rights of way, restrictions, easements, covenants, liens, improvements, housing code violations, public assessments, any and all unpaid federal or state taxes (subject to any rights of redemption for unpaid federal taxes), municipal liens and any other encumbrances of record then in force and applicable to the Property having priority over the foreclosing Mortgagee's mortgage, and further subject to a Deed Rider, as set forth below.

(d) In the event that the foreclosing Mortgagee conducts a foreclosure sale or other proceeding enforcing its rights under its mortgage and the Property is sold for a price in excess of the greater of the Maximum Resale Price and the Mortgage Satisfaction Amount, such excess shall be paid to the Municipality for its Affordable Housing Fund after (i) a final judicial determination, or (ii) a written agreement of all parties who, as of such date hold (or have been duly authorized to act for other parties who hold) a record interest in the Property, that the Municipality is entitled to such excess. The legal costs of obtaining any such judicial

determination or agreement shall be deducted from the excess prior to payment to the Municipality. To the extent that the Owner possesses any interest in any amount which would otherwise be payable to the Municipality under this paragraph, to the fullest extent permissible by law, the Owner hereby assigns its interest in such amount to the Mortgagee for payment to the Municipality.

(e) If any Mortgagee shall acquire the Property by reason of foreclosure or upon conveyance of the Property in lieu of foreclosure, which shall include the Federal National Mortgage Association (“Fannie Mae”) when it is assignee of the Mortgagee’s rights after such foreclosure or conveyance, then the rights and restrictions contained herein shall apply to such Mortgagee upon such acquisition of the Property and to any purchaser of the Property from such Mortgagee, and the Property shall be conveyed subject to a Deed Rider identical in form and substance to this Deed Rider, which the Mortgagee that has so acquired the Property agrees to annex to the deed and to record with the deed, except that (i) during the term of ownership of the Property by such Mortgagee the owner-occupancy requirements of Section 2 hereof shall not apply, (ii) the title covenants required under Section 5 shall not apply only as to a subsequent REO conveyance by Fannie Mae, and (iii) the Maximum Resale Price shall be recalculated based on the price paid for the Property by such Mortgagee at the foreclosure sale, but not greater than the Applicable Foreclosure Price. **Said deed shall clearly state that it is made subject to the Deed Rider which is made part of the deed.** Failure to comply with the preceding sentence shall not affect the validity of the conveyance to the Mortgagee or the enforceability of the restrictions herein.

(f) If any party other than a Mortgagee shall acquire the Property by reason of foreclosure or upon conveyance of the Property in lieu of foreclosure, the Property shall be conveyed subject to a Deed Rider identical in form and substance to this Deed Rider, which the foreclosing Mortgagee agrees to annex to the deed and to record with the deed, except that (i) if the purchaser at such foreclosure sale or assignee of a deed in lieu of foreclosure is an Ineligible Purchaser, then during the term of ownership of the Property by such Ineligible Purchaser, the owner-occupancy requirements of Section 2 hereof shall not apply, and (ii) the Maximum Resale Price shall be recalculated based on the price paid for the Property by such third party purchaser at the foreclosure sale, but not greater than the Applicable Foreclosure Price. **Said deed shall clearly state that it is made subject to the Deed Rider which is made part of the deed.** Failure to comply with the preceding sentence shall not affect the validity of the conveyance to such third party purchaser or the enforceability of the restrictions herein.

(g) Upon satisfaction of the requirements contained in this Section 7, the Monitoring Agent shall issue a Compliance Certificate to the foreclosing Mortgagee which, upon recording in the Registry, may be relied upon as provided in Section 6(b) hereof as conclusive evidence that the conveyance of the Property pursuant to this Section 7 is in compliance with the rights, restrictions, covenants and agreements contained in this Deed Rider.

(h) The Owner understands and agrees that nothing in this Deed Rider or the Regulatory Agreement (i) in any way constitutes a promise or guarantee by MassHousing, DHCD, the Municipality or the Monitoring Agent that the Mortgagee shall actually receive the Mortgage

Satisfaction Amount, the Maximum Resale Price for the Property or any other price for the Property, or (ii) impairs the rights and remedies of the Mortgagee in the event of a deficiency.

(i) If a Foreclosure Notice is delivered after the delivery of a Conveyance Notice as provided in Section 4(a) hereof, the procedures set forth in this Section 7 shall supersede the provisions of Section 4 hereof.

8. Covenants to Run With the Property.

(a) This Deed Rider, including all restrictions, rights and covenants contained herein, is an affordable housing restriction as that term is defined in Section 31 of Chapter 184 of the Massachusetts General Laws, having the benefit of Section 32 of such Chapter 184, and is enforceable as such. This Deed Rider has been approved by the Undersecretary of DHCD.

(b) In confirmation thereof the Grantor and the Owner intend, declare and covenant (i) that this Deed Rider, including all restrictions, rights and covenants contained herein, shall be and are covenants running with the land, encumbering the Property for the Term, and are binding upon the Owner and the Owner's successors in title and assigns, (ii) are not merely personal covenants of the Owner, and (iii) shall enure to the benefit of and be enforceable by the Municipality, the Monitoring Agent and DHCD and their successors and assigns, for the Term. Owner hereby agrees that any and all requirements of the laws of the Commonwealth of Massachusetts have been satisfied in order for the provisions of this Deed Rider to constitute restrictions and covenants running with the land and that any requirements of privity of estate have been satisfied in full.

9. Notice. Any notices, demands or requests that may be given under this Deed Rider shall be sufficiently served if given in writing and delivered by hand or mailed by certified or registered mail, postage prepaid, return receipt requested, to the following entities and parties in interest at the addresses set forth below, or such other addresses as may be specified by any party (or its successor) by such notice.

Municipality:

Grantor:

Owner:

Monitoring Agent(s): (1) Director, Local Initiative Program
DHCD
100 Cambridge Street
Boston, MA 02114

(2)

Any such notice, demand or request shall be deemed to have been given on the day it is hand delivered or mailed.

10. Further Assurances. The Owner agrees from time to time, as may be reasonably required by the Monitoring Agent, to furnish the Monitoring Agent upon its request with a written statement, signed and, if requested, acknowledged, setting forth the condition and occupancy of the Property, information concerning the resale of the Property and other material information pertaining to the Property and the Owner's conformance with the requirements of the Comprehensive Permit, Program and Program Guidelines, as applicable.

11. Enforcement.

(a) The rights hereby granted shall include the right of the Municipality and the Monitoring Agent to enforce this Deed Rider independently by appropriate legal proceedings and to obtain injunctive and other appropriate relief on account of any violations including without limitation relief requiring restoration of the Property to the condition, affordability or occupancy which existed prior to the violation impacting such condition, affordability or occupancy (it being agreed that there shall be no adequate remedy at law for such violation), and shall be in addition to, and not in limitation of, any other rights and remedies available to the Municipality and the Monitoring Agent.

(b) Without limitation of any other rights or remedies of the Municipality and the Monitoring Agent, or their successors and assigns, in the event of any sale, conveyance or other transfer or occupancy of the Property in violation of the provisions of this Deed Rider, the Municipality and Monitoring Agent shall be entitled to the following remedies, which shall be cumulative and not mutually exclusive:

- (i) specific performance of the provisions of this Deed Rider;
- (ii) money damages for charges in excess of the Maximum Resale Price, if applicable;
- (iii) if the violation is a sale of the Property to an Ineligible Purchaser except as permitted herein, the Monitoring Agent and the Municipality shall have the option to locate an Eligible Purchaser to purchase or itself purchase the

Property from the Ineligible Purchaser on the terms and conditions provided herein; the purchase price shall be a price which complies with the provisions of this Deed Rider; specific performance of the requirement that an Ineligible Purchaser shall sell, as herein provided, may be judicially ordered.

- (iv) the right to void any contract for sale or any sale, conveyance or other transfer of the Property in violation of the provisions of this Deed Rider in the absence of a Compliance Certificate, by an action in equity to enforce this Deed Rider; and
- (v) money damages for the cost of creating or obtaining a comparable dwelling unit for an Eligible Purchaser.

(c) In addition to the foregoing, the Owner hereby agrees and shall be obligated to pay all fees and expenses (including legal fees) of the Monitoring Agent and/or the Municipality in the event successful enforcement action is taken against the Owner or Owner's successors or assigns. The Owner hereby grants to the Monitoring Agent and the Municipality a lien on the Property, junior to the lien of any institutional holder of a first mortgage on the Property, to secure payment of such fees and expenses in any successful enforcement action. The Monitoring Agent and the Municipality shall be entitled to seek recovery of fees and expenses incurred in a successful enforcement action of this Deed Rider against the Owner and to assert such a lien on the Property to secure payment by the Owner of such fees and expenses. Notwithstanding anything herein to the contrary, in the event that the Monitoring Agent and/or Municipality fails to enforce this Deed Rider as provided in this Section, DHCD, if it is not named as Monitoring Agent, shall have the same rights and standing to enforce this Deed Rider as the Municipality and Monitoring Agent.

(d) The Owner for himself, herself or themselves and his, her or their successors and assigns, hereby grants to the Monitoring Agent and the Municipality the right to take all actions with respect to the Property which the Monitoring Agent or Municipality may determine to be necessary or appropriate pursuant to applicable law, court order, or the consent of the Owner to prevent, remedy or abate any violation of this Deed Rider.

12. Monitoring Agent Services; Fees. The Monitoring Agent shall monitor compliance of the Project and enforce the requirements of this Deed Rider. As partial compensation for providing these services, a Resale Fee [] shall [] shall not be payable to the Monitoring Agent on the sale of the Property to an Eligible Purchaser or any other purchaser in accordance with the terms of this Deed Rider. This fee, if imposed, shall be paid by the Owner herein as a closing cost at the time of Closing, and payment of the fee to the Monitoring Agent shall be a condition to delivery and recording of its certificate, failing which the Monitoring Agent shall have a claim against the new purchaser, his, her or their successors or assigns, for which the Monitoring Agent may bring an action and may seek an attachment against the Property.

13. Actions by Municipality. Any action required or allowed to be taken by the Municipality hereunder shall be taken by the Municipality's Chief Executive Officer or designee.

14. Severability. If any provisions hereof or the application thereof to any person or circumstance are judicially determined, to any extent, to be invalid or unenforceable, the remainder hereof, or the application of such provision to the persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby.

15. Independent Counsel. THE OWNER ACKNOWLEDGES THAT HE, SHE, OR THEY HAVE READ THIS DOCUMENT IN ITS ENTIRETY AND HAS HAD THE OPPORTUNITY TO CONSULT LEGAL AND FINANCIAL ADVISORS OF HIS, HER OR THEIR CHOOSING REGARDING THE EXECUTION, DELIVERY AND PERFORMANCE OF THE OBLIGATIONS HEREUNDER.

16. Binding Agreement. This Deed Rider shall bind and inure to the benefit of the persons, entities and parties named herein and their successors or assigns as are permitted by this Deed Rider.

17. Amendment. This Deed Rider may not be rescinded, modified or amended, in whole or in part, without the written consent of the Monitoring Agent, the Municipality and the holder of any mortgage or other security instrument encumbering all or any portion of the Property, which written consent shall be recorded with the Registry.

Executed as a sealed instrument this _____ day of _____, 20__.

Grantor: _____ Owner: _____

By: _____ By: _____
Its: _____

COMMONWEALTH OF MASSACHUSETTS

_____, ss.

On this _____ day of _____, 20__, before me, the undersigned Notary Public, personally appeared _____ of _____, proved to me through satisfactory evidence of identification, which was my personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose, as _____ of _____, and as the voluntary act of _____.

Notary Public
My commission expires:

COMMONWEALTH OF MASSACHUSETTS

_____ County, ss.

On this _____ day of _____, 20____, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which was [*check one*]: [] a current driver's license, [] a current U.S. passport, [] my personal knowledge, 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.

Notary Public

My commission expires:



September 17, 2021

Mr. Stephen Crane
Town Manager
Town of Concord
Monument Square
Concord, MA 01742

Dear Stephen:

The Concord Housing Authority is seeking an estimated \$240,000.00 additional funding for the construction of our proposed affordable house at 365 Commonwealth Avenue. Our most recent development budget for this project is \$707,320 and our committed funding to date is \$466,345. A breakdown follows on the next page. Also attached is a copy of our Planned Residential Development application to the ZBA.

We would like to meet with the Select Board to update them on the project, discuss our plan to apply for \$100,000 of additional HOME funds, and discuss the possibility of using past Town Meeting appropriated affordable housing funds for the remaining project funding.

The current schedule of upcoming town meetings for this project are as follows: Planning Board Sept. 28, NRC Oct. 6, and ZBA Oct. 14. Please let us know your thoughts on an appropriate time to meet with the Select Board.

Sincerely,

A handwritten signature in cursive script that reads "Jennifer Polito".

Jennifer Polito
Executive Director





**365 Commonwealth Avenue Development Budget
As of 8/30/21:**

Soft Costs

Architectural & Design	34,700
Site Design & Engineering	15,000
Environmental Engineer	7,500
Legal & Permitting	10,000
Soft Cost Contingency	6,720
Total Soft Costs	\$73,920

Hard Costs

Site Preparation	25,100
Foundation	76,600
Utilities	27,800
House Construction	423,500
Landscape and Driveway	22,900
Contingency	61,300
Total Construction	\$633,400

Total Project Costs **\$707,320**

Project Sources to Date

Town Affordable Housing Fund	50,000
Town of Concord CPA Fund	300,000
Town of Concord HOME FY21 Funds	28,000
Consortium HOME Funds	88,345
Total Sources to Date	\$466,345

Current Shortfall **\$240,975**



MEMORANDUM

Date: September 30 , 2021

To: Terri Ackerman, Chair, Select Board
Stephen Crane, Town Manager

From: Liz Rust, Regional Housing Services Office

Cc: Marcia Rasmussen, Director, Planning and Land Management

Re: Support of CHA Application for additional \$100,000 in WestMetro HOME Consortium RFP funds for the construction of an affordable rental house at 367 Commonwealth Avenue

The CHA is respectfully requesting the Select Board vote to support the CHA's application for an additional \$100,000 of HOME funds for the construction of an affordable rental house at 367 Commonwealth Avenue from the Consortium RFP, in addition to the town affordable housing funds. This memorandum is prepared to provide supporting information on the HOME portion of request.

HOME Funds Background

The Town of Concord is a member of the WestMetro HOME Consortium. This project is an opportunity for the Town utilize the Concord HOME funds as well as the Consortium consolidated funds. Each year every member community receives an "exclusive use" HOME funds allocation for eligible project within the municipality, Concord HOME funds. If the exclusive use funds are not used by the town which they were allocated, the Consortium consolidates the funds and they are awarded to a project through an RFP process. This year the Consortium has identified additional set aside funding that is available and will be allocated through and RFP process this fall.

This project received \$88,345 of HOME funds through this competitive pool process in March 2021. Additionally, Concord has allocated their FY22 "exclusive use" funds (\$28,000) to the CHA 367 Commonwealth Avenue project through the allocation in the Annual Action Plan. The CHA is now applying to an RFP issued by the WestMetro HOME Consortium for an additional \$100,000 in consolidated HOME funds to help fill the gap stemming from the current construction estimates.

Project Background

The Town of Concord purchased a parcel of land referred to as the "Gerow Property" for the purposes of creating a recreation area. By town meeting vote, a small portion of the parcel was designated for affordable housing. A feasibility study was performed and concluded that the parcel proposed is not a buildable lot unless combined with existing CHA property. CHA has combined the Gerow Property, 367 Commonwealth, with the CHA property, 365 Commonwealth Avenue.

The CHA is proposing to add to affordable housing stock by constructing a two bedroom house on parcel of land adjacent to existing CHA property at 365 Commonwealth Avenue. The new house will be restricted in perpetuity and will provide an equal opportunity for young families of low to moderate income the ability to live in Concord and take advantage of the cultural and education opportunities the community has to offer. The unit will be permitted under the PRD zoning

(Planned Residential Development) and regulated through both the LIP Local Action Unit (perpetuity) and the HOME Program (30 years). The LIP process will also include the CHA home next door at 365 Commonwealth, requesting that this local unit be also added to the DHCD inventory and thus eligible for the SHI.

Project Budget and Timeline

The utilization of the HOME funds will support the construction of the 2-bedroom house and will provide gap funding for the shortfall from the original proposed budget due to the rapidly increasing construction costs.

367 Commonwealth Ave, 2BR 1000 Sq Ft house		
Soft Costs	<i>Original HOME Budget March 2021</i>	<i>Architect Estimate 8.29.21</i>
Architectural & Design	\$34,700	\$34,700
Site Design & Engineering	\$15,000	\$15,000
Environmental Engineer	\$7,500	\$7,500
Legal & Permitting	\$10,000	\$10,000
Soft Cost Contingency @ 10%	\$6,720	\$6,720
Soft Costs	\$73,920	\$73,920
Hard Costs		
Site Preparation	\$12,000	\$20,457
Foundation	\$40,000	\$62,438
Utilities	\$38,000	\$22,655
House Construction	\$256,750	\$345,194
Landscape and Driveway	\$10,000	\$18,631
Escalation @ 4%		\$18,775
OH & Profit @ 18%		\$87,867
Contingency	\$35,675	\$56,408
Total Construction	\$392,425	\$632,425
Total project Costs	\$466,345	\$706,345
Project Sources		
Town of Concord - Affordable Hsg Funds	\$50,000	\$190,000
Town of Concord - CPA	\$300,000	\$300,000
Town of Concord HOME FY22 funds	\$28,000	\$28,000
Consortium HOME funds	\$88,345	\$188,345
Total project sources	\$466,345	\$706,345
TOTAL HOME FUNDS	\$116,345	\$216,345
TOTAL TOWN FUNDS	\$350,000	\$490,000

Proposed Timeline

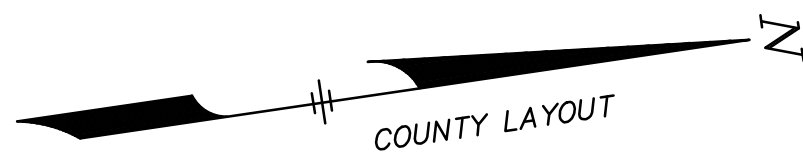
Fall 2021	Finalize Design and secure Conservation and PRD Zoning approval
Fall 2021	Submit Application for WestMetro HOME Consortium funding
Winter 2021/22	Submit DHCD Local Initiative Program (LIP) / Local Action Unit application, record Regulatory Agreement and add unit to the Town's Subsidized Housing Inventory (SHI).
Spring 2022	Finalize Construction drawings and go out to bid.
Summer 2022	Award construction contract, secure building permit and begin construction
Fall 2023/2024	Complete construction and lease unit.

Concord Housing Authority
367 Commonwealth Avenue
Estimate of Probable Construction Costs
8.29.21 Draft

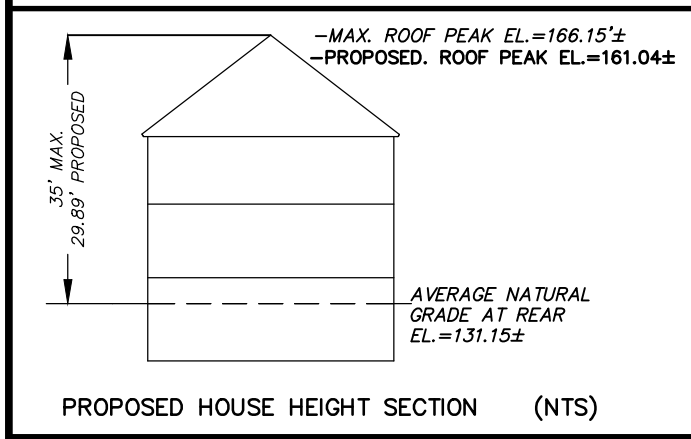
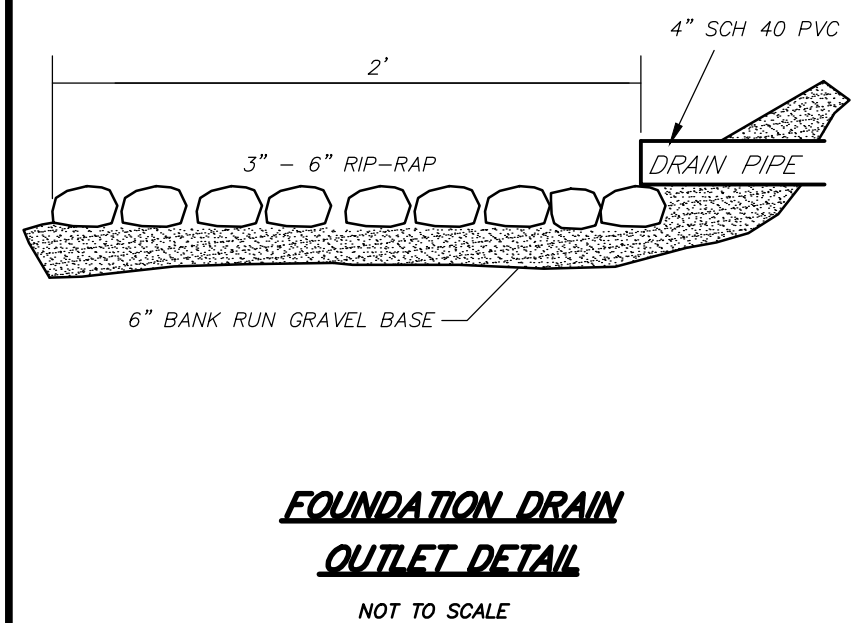
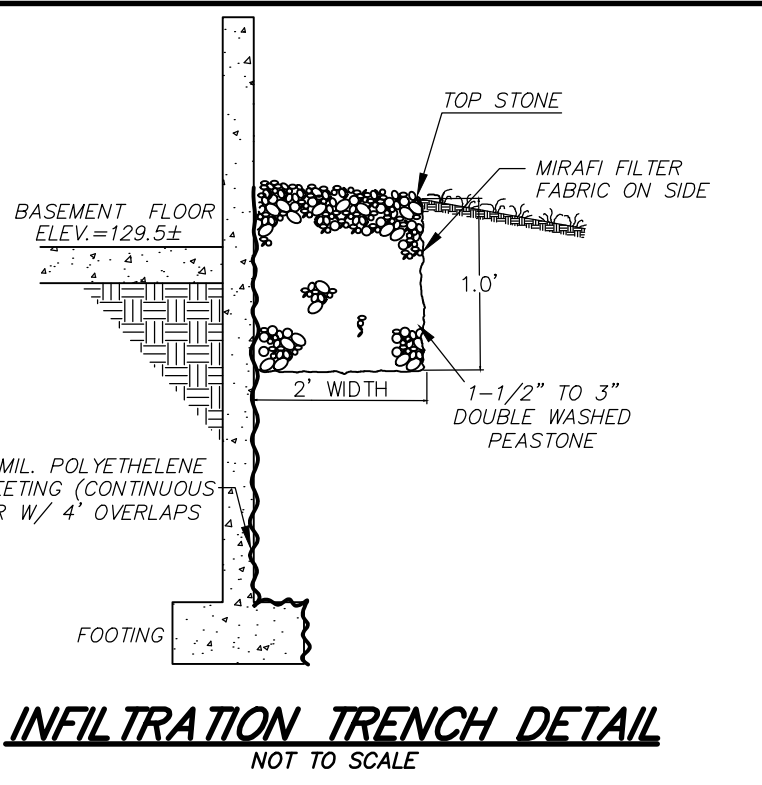
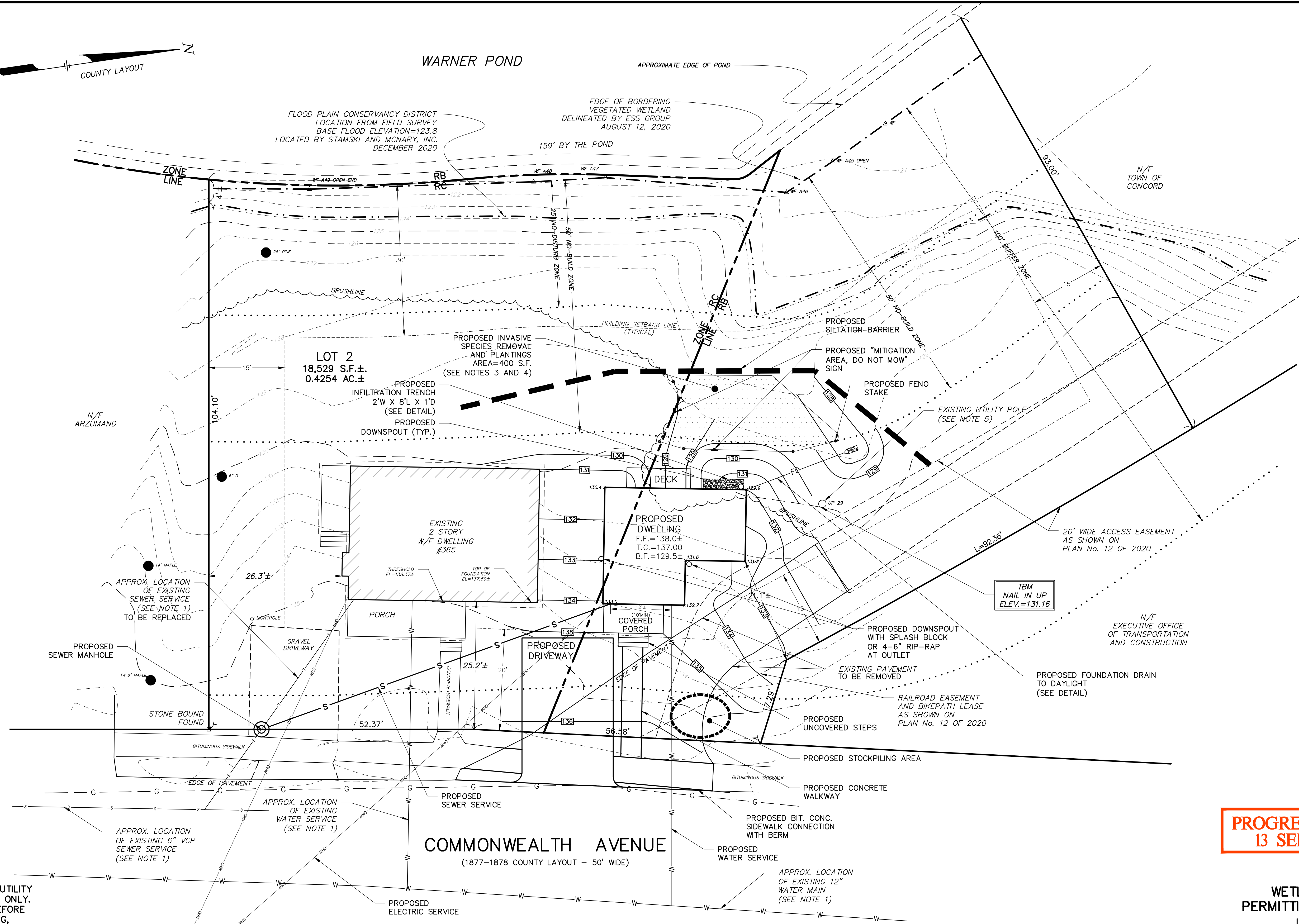
	PM&C Cost Estimate	Adjustments	Revised Total
Building			
Foundations	67,124	4,686	62,438
Basement Construction	0	0	0
SuperStructure	58,171	8,000	50,171
Exterior Closure	104,251	19,820	84,431
Roofing	18,404	8,175	10,229
Interior Construction	39,862	11,250	28,612
Staircases	25,910	17,000	8,910
Interior Finishes	37,226	8,774	28,452
Conveying Systems	0	0	0
Plumbing	33,060	0	33,060
HVAC	42,864	0	42,864
Fire Protection	0	0	0
Electrical	39,015	0	39,015
Equipment	6,500	2,500	4,000
Furnishings	21,000	5,550	15,450
Special Construction	0	0	0
Subtotal Building	493,387	85,755	407,632
Sitework			
Site Preparation	20,457	0	20,457
Site Improvements	19,921	1,290	18,631
Site Mechanical Utilities	18,530	0	18,530
Site Electrical Utilities	4,125	0	4,125
Subtotal Site	63,033	1,290	61,743
Subtotal	556,420	87,045	469,375
Escalation @ 4%			<u>18,775</u>
			488,150
Overhead & Profit @ 18%			87,867
Total			576,017

LEGEND:

- N/F NOW OR FORMERLY
- OHV— OVERHEAD WIRES
- UGW— UNDERGROUND WIRES
- TREE
- TREE LINE
- UP UTILITY POLE
- G— GAS SERVICE (BURIED)
- S— SEWER SERVICE (BURIED)
- W— WATER SERVICE (BURIED)
- 99--- EXISTING CONTOUR
- 85--- EXISTING CONTOUR
- ☆ LIGHTPOLE
- △ WETLAND FLAG
- X 130.4 EXISTING SPOT ELEVATION
- F.F. FIRST FLOOR ELEV.
- T.C. TOP OF CONCRETE ELEV.
- B.F. BASEMENT FLOOR ELEV.



WARNER POND



NOTES:

1. ALL UNDERGROUND UTILITIES SHOWN HERE WERE COMPILED ACCORDING TO AVAILABLE RECORD PLANS FROM VARIOUS UTILITY COMPANIES AND PUBLIC AGENCIES AND ARE APPROXIMATE ONLY. ACTUAL LOCATIONS MUST BE DETERMINED IN THE FIELD BEFORE DESIGNING, EXCAVATING, BLASTING, INSTALLING, BACKFILLING, GRADING, PAVEMENT RESTORATION OR REPAIRING. ALL UTILITY COMPANIES, PUBLIC AND PRIVATE, MUST BE CONTACTED INCLUDING THOSE IN CONTROL OF UTILITIES NOT SHOWN ON THIS PLAN. SEE CHAPTER 370, ACTS OF 1963 MASS. WE ASSUME NO RESPONSIBILITY FOR DAMAGES INCURRED AS A RESULT OF UTILITIES OMITTED OR INACCURATELY SHOWN. BEFORE PLANNING FUTURE CONNECTIONS THE APPROPRIATE PUBLIC UTILITY ENGINEERING DEPARTMENT MUST BE CONSULTED. DIG SAFE TELEPHONE No. 1-888-344-7233.
2. ALL DISTURBED EARTHEN SURFACES TO BE LOAMED AND SEEDED UNLESS OTHERWISE NOTED.
3. AREA NOTED SHALL BE REPLANTED ACCORDING TO THE PLANTING SCHEDULE. SEE PLANTING PLAN.
4. REPLANTING AREA SHALL BE DEMARCATED WITH FENO STAKES AND SIGNS READING "MITIGATION AREA, DO NOT MOW".
5. IF EXISTING UTILITY POLE IS TO BE REMOVED, A NEW BENCHMARK SHALL BE SET IN THE FIELD. SEE NOTICE OF INTENT PLANS FOR GEROW RECREATION AREA, CONCORD, MA, DEP FILE NO. 137-1522.
6. THE REAR FACING PORTION OF THE ROOF SHALL BE DIRECTED TO THE INFILTRATION TRENCH. REMAINING ROOF AREA TO BE PIPED THROUGH DOWNSPOUTS TO SPLASH BLOCKS OR 4-6" RIP-RAP.

RECORD OWNER

CONCORD HOUSING AUTHORITY
34 EVERETT STREET
CONCORD, MA

REFERENCE

MIDDLESEX REGISTRY OF DEEDS
SOUTH DISTRICT
DEED BOOK 73952 PAGE 511
PLAN No. 1113 OF 1931
PLAN No. 12 OF 2020

ZONING DISTRICT

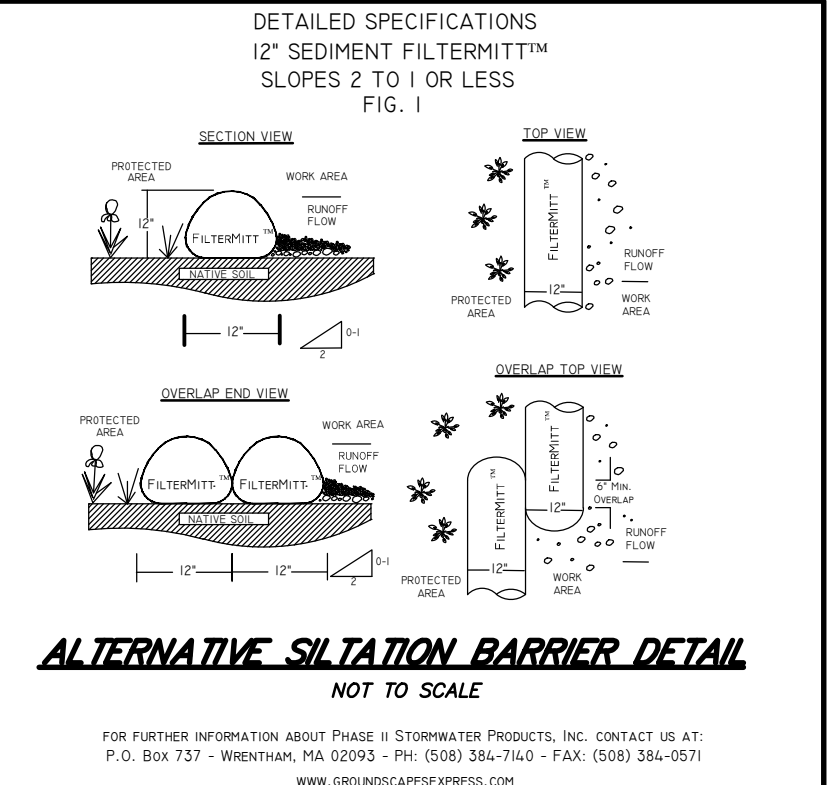
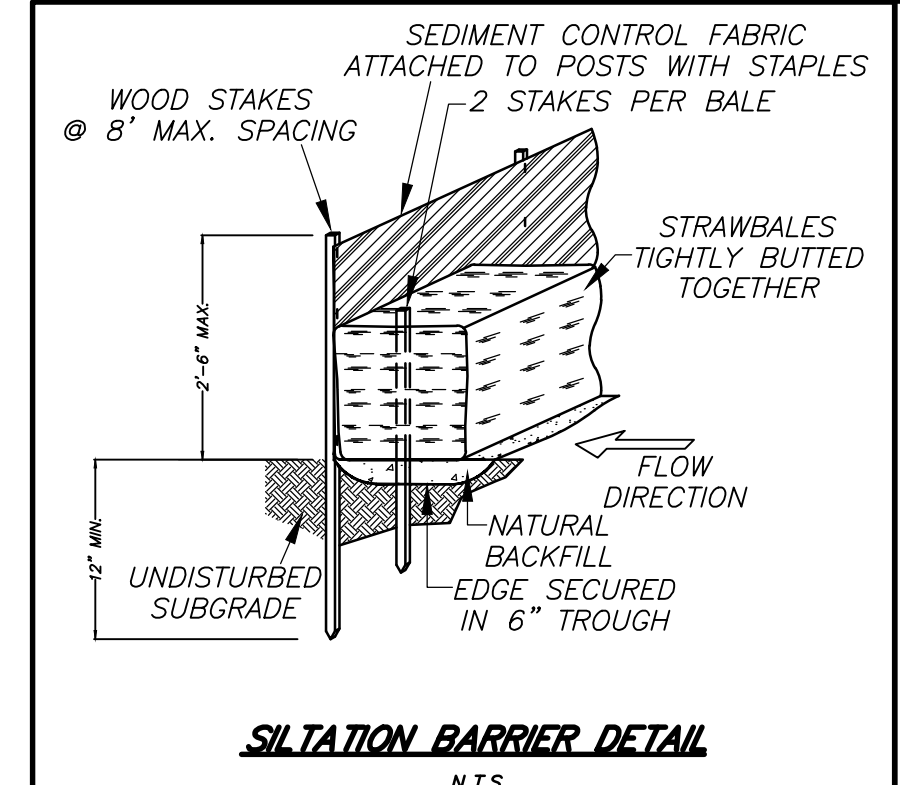
RESIDENCE C

DATUM

N.A.V.D OF 1988.

PROJECT LOCATION

365 COMMONWEALTH AVENUE
TOWN MAP 8D PARCEL 2156



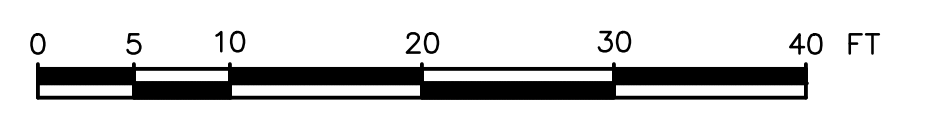
PROGRESS PRINT
13 SEPT 2021

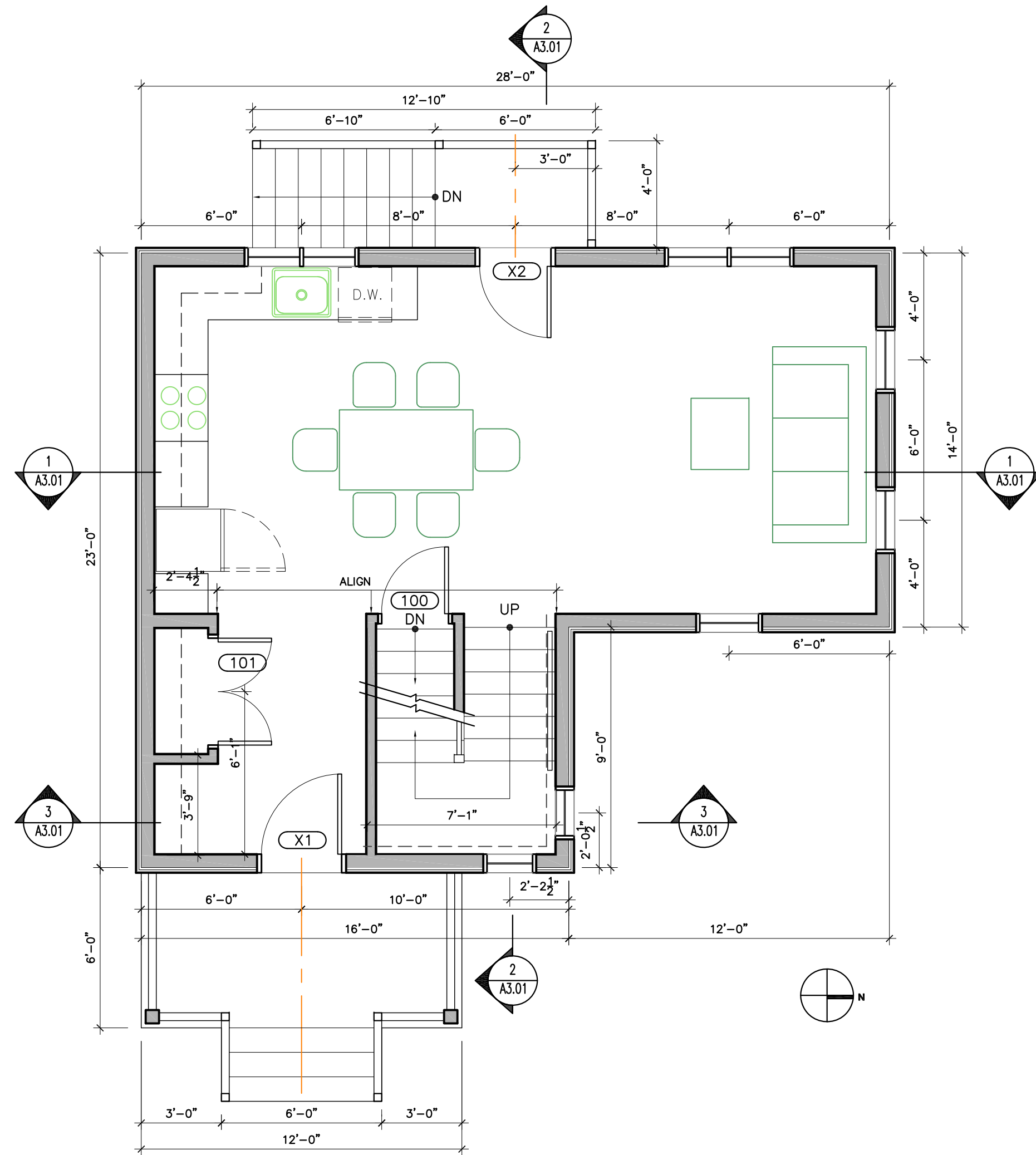
WETLAND PERMITTING PLAN
IN

CONCORD, MASSACHUSETTS
(MIDDLESEX COUNTY)

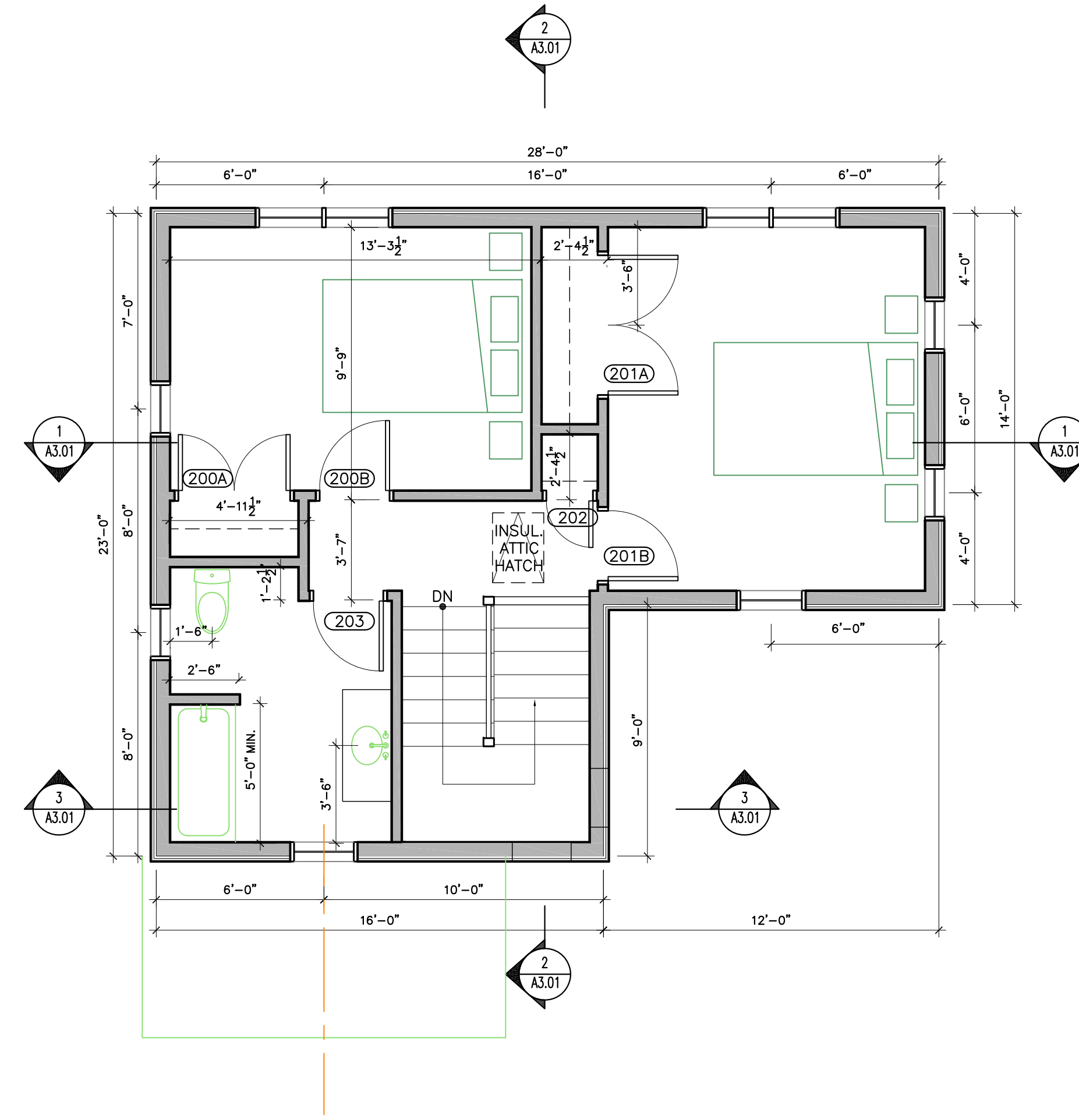
FOR: CONCORD HOUSING AUTHORITY
SCALE: 1"=10' MAY 21, 2021
REVISED: JULY 6, 2021 (CC COMMENTS)
REVISED: JULY 22, 2021 (CC COMMENTS)

STAMSKI AND MCNARY, INC.
1000 MAIN STREET ACTON, MASSACHUSETTS
ENGINEERING - PLANNING - SURVEYING

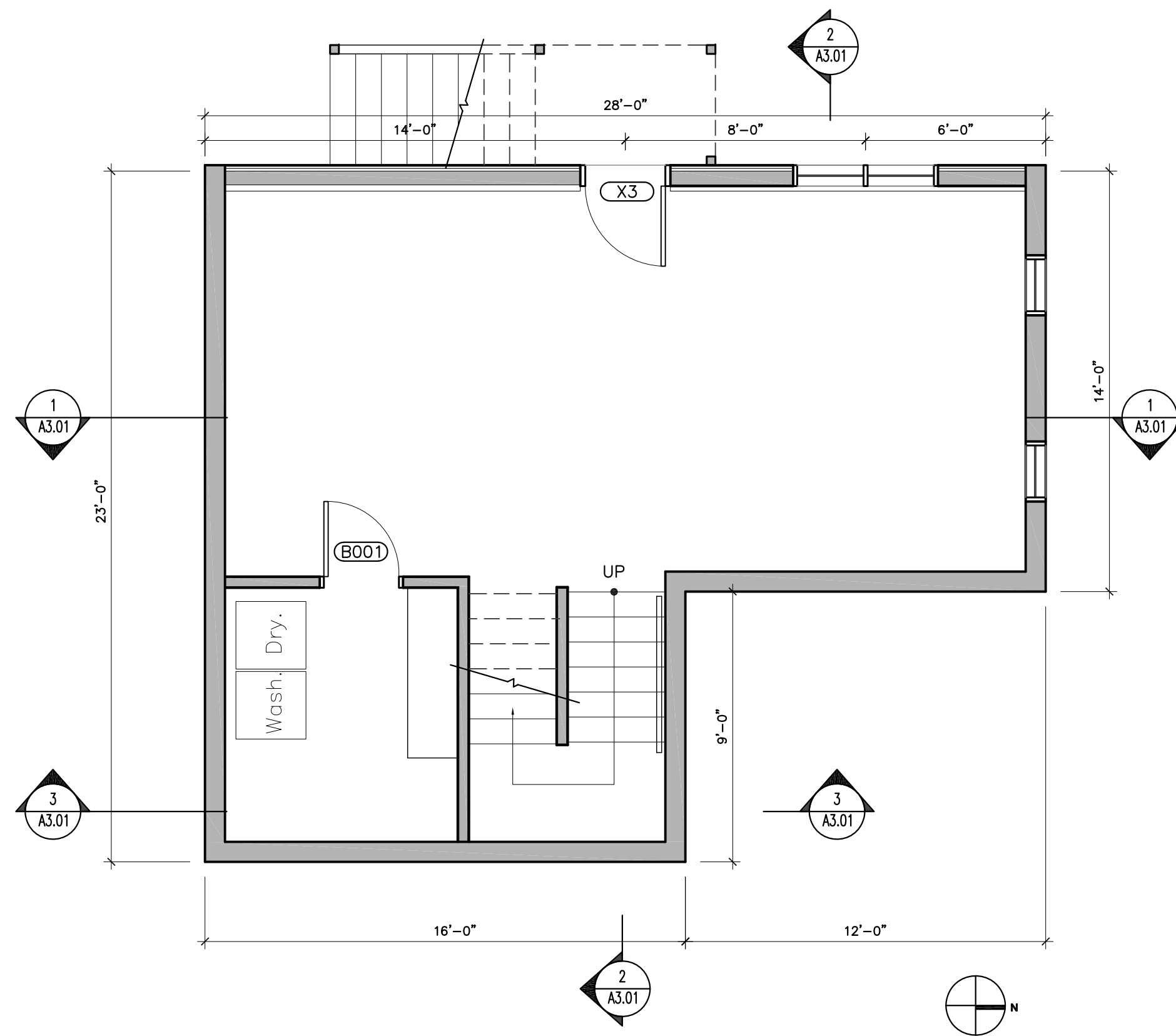




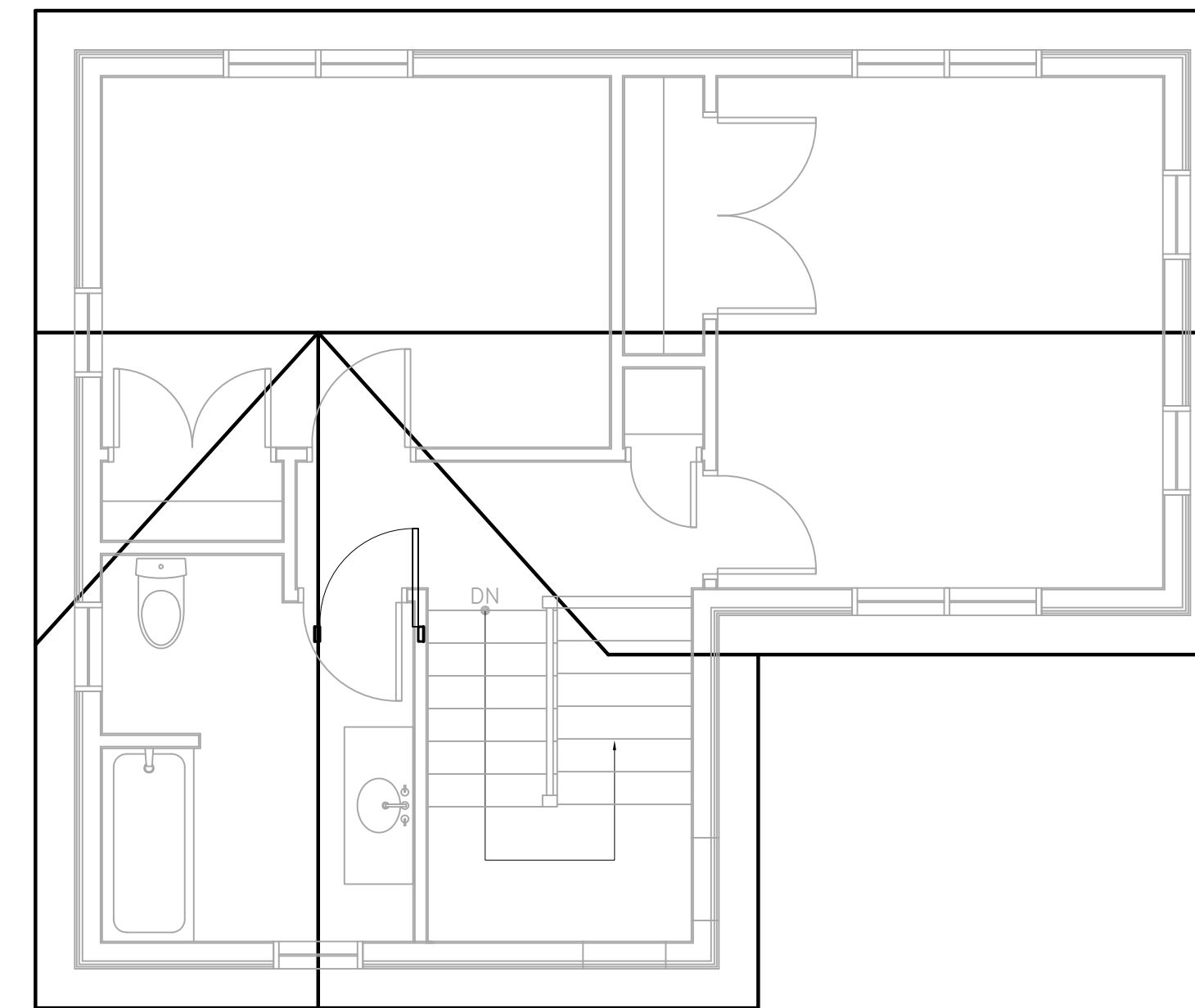
1 FIRST FLOOR PLAN
A1.01 1/4" = 1'-0"



2 SECOND FLOOR PLAN
A1.01 1/4" = 1'-0"



3 BASEMENT PLAN
A1.01 1/4" = 1'-0"



4 ROOF PLAN
A1.01 1/4" = 1'-0"

DATE
5/07/21

SCHEMATIC
DESIGN

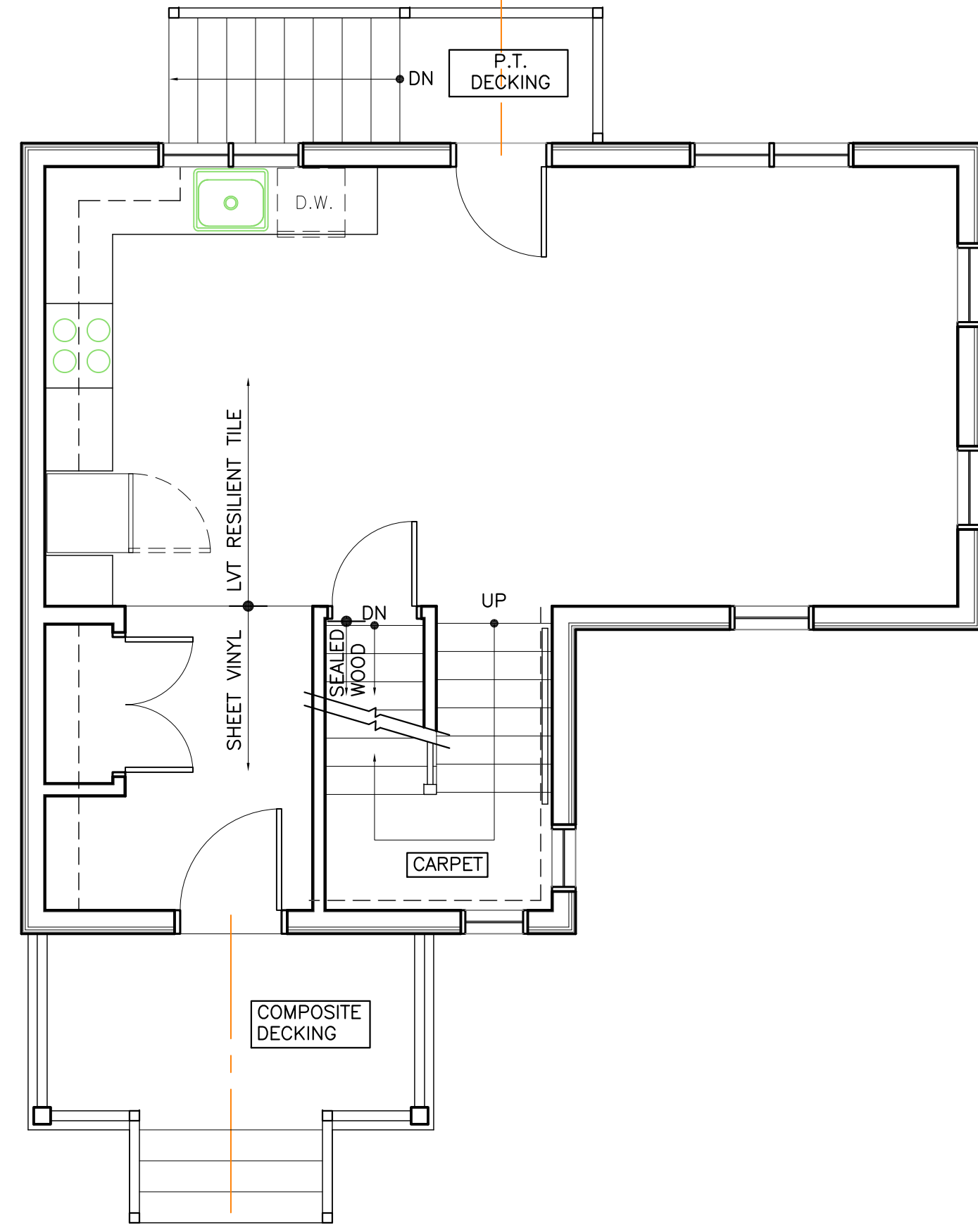
PROJECT NUMBER
DHCD No.
067112

TITLE
FLOOR
&
ROOF
PLANS

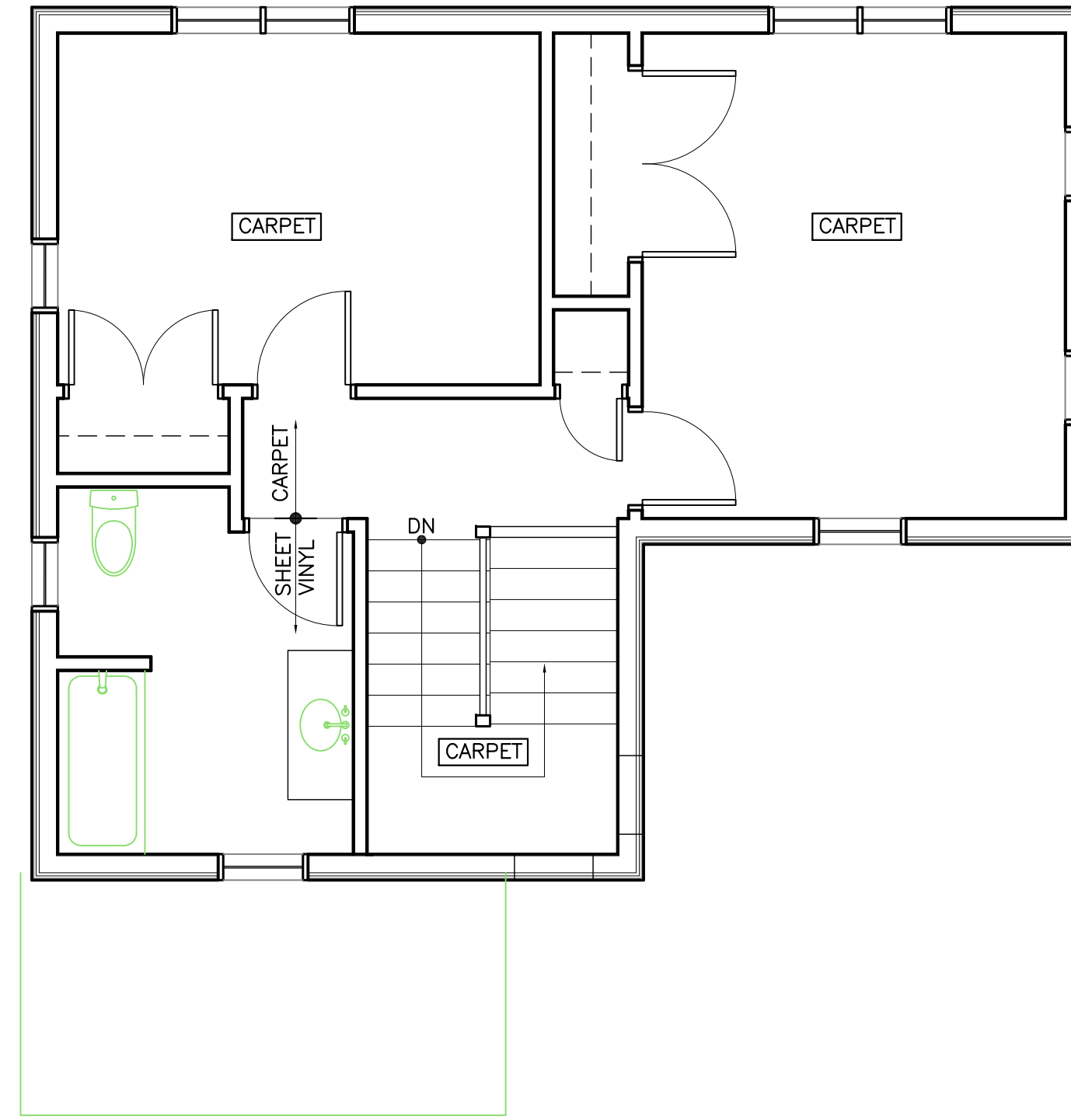
ANDREW M. BROCKWAY
& Associates
Acton, MA 01720
www.brockwayarch.com
209 Parker Street
978 793-1550

CONCORD HOUSING AUTHORITY
NEW SINGLE FAMILY RESIDENCE
367 COMMONWEALTH AVENUE
CONCORD, MA

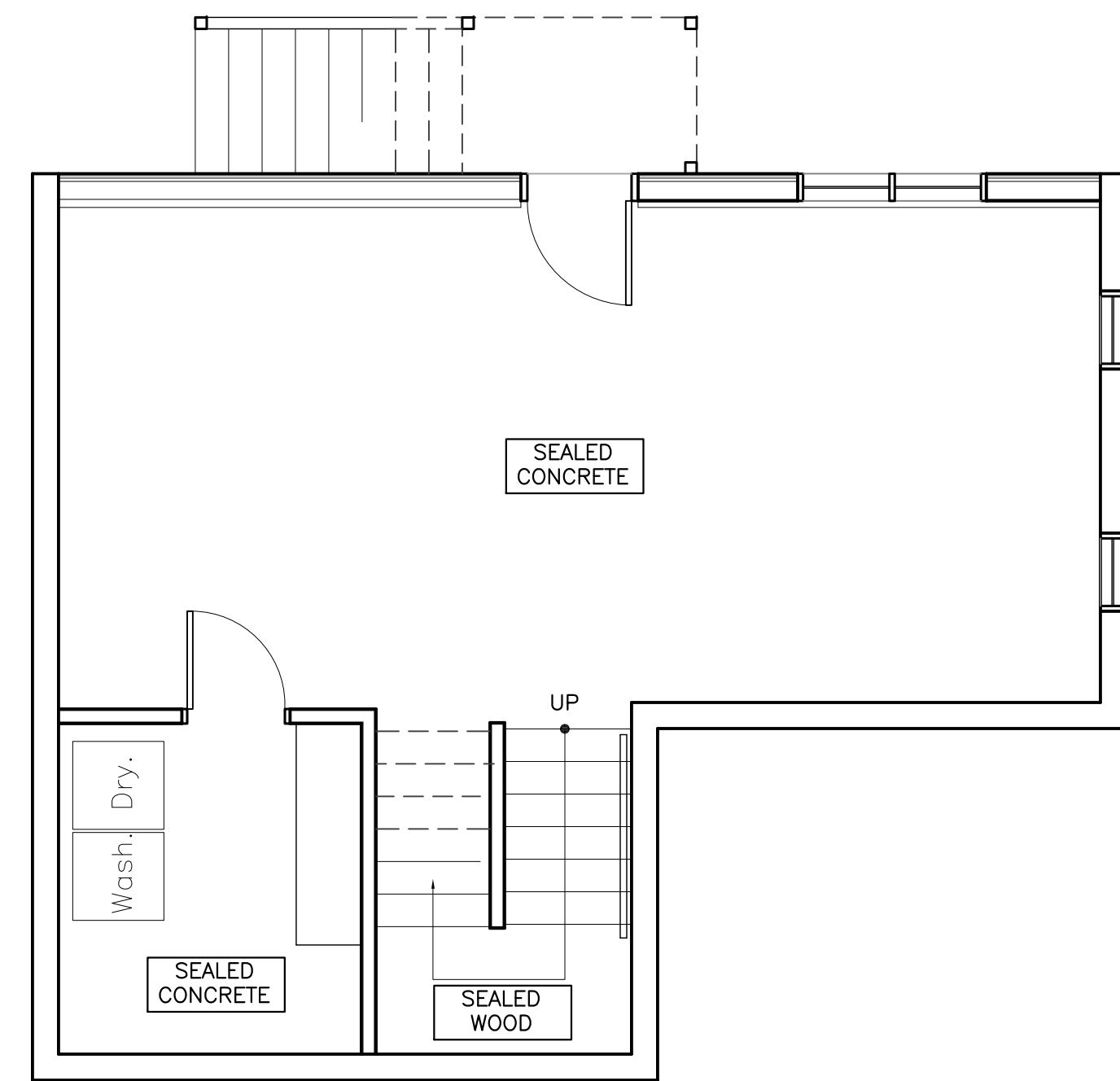
SECTION
A1
DRAWING NUMBER
01



1 FIRST FLOOR FINISH FLOOR PLAN
 A1.02 1/4" = 1'-0"



2 SECOND FLOOR FINISH FLOOR PLAN
 A1.02 1/4" = 1'-0"



3 BASEMENT FINISH FLOOR PLAN
 A1.02 1/4" = 1'-0"

DATE
 5/07/21

SCHEMATIC
 DESIGN

PROJECT NUMBER
 DHCD No.
 067112

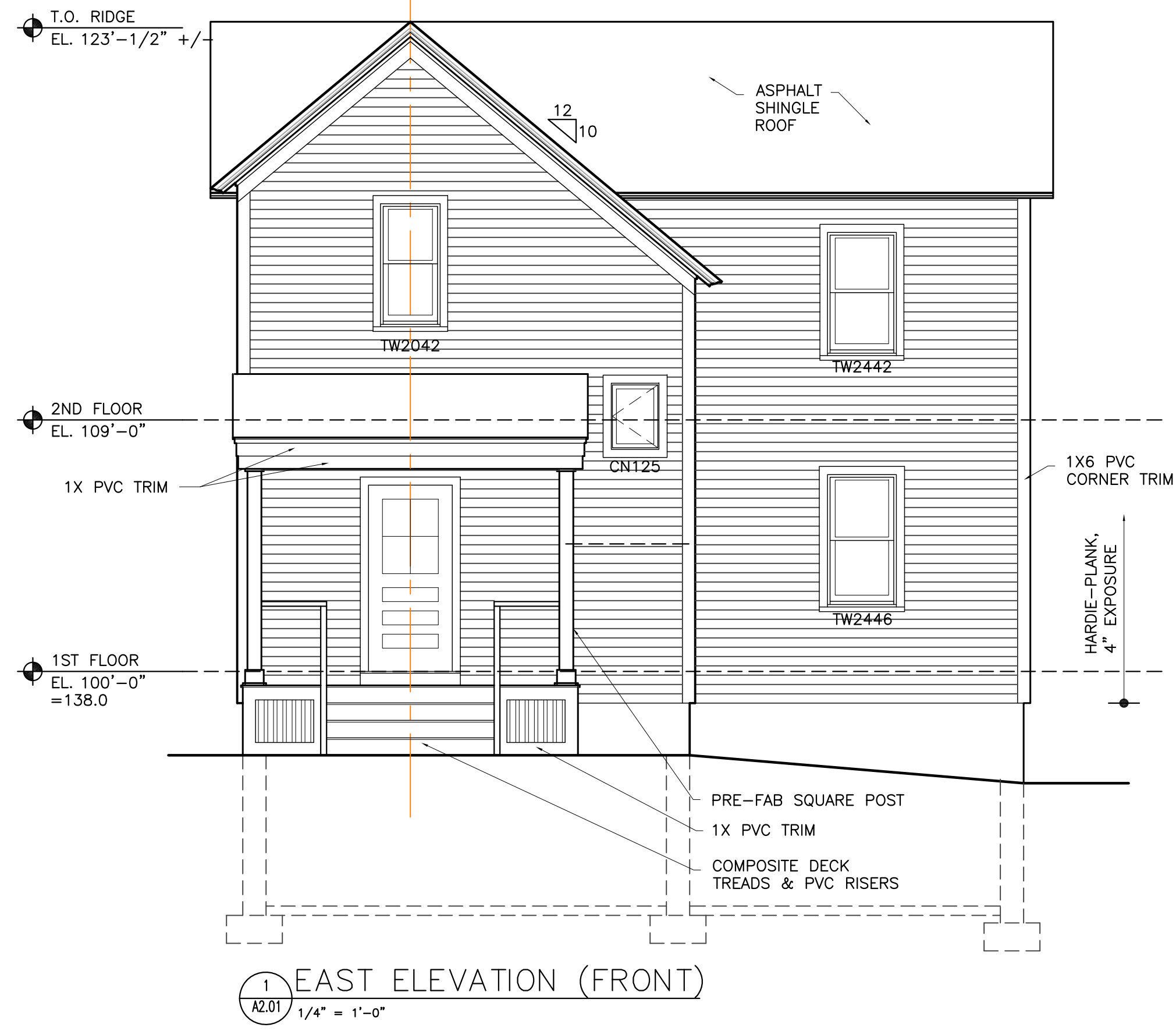
TITLE
 FLOOR
 FINISH
 PLANS

ANDREW M. BROCKWAY
 & Associates
 Acton, MA 01720
 www.brockwayarch.com
 209 Parker Street
 978 793-1550

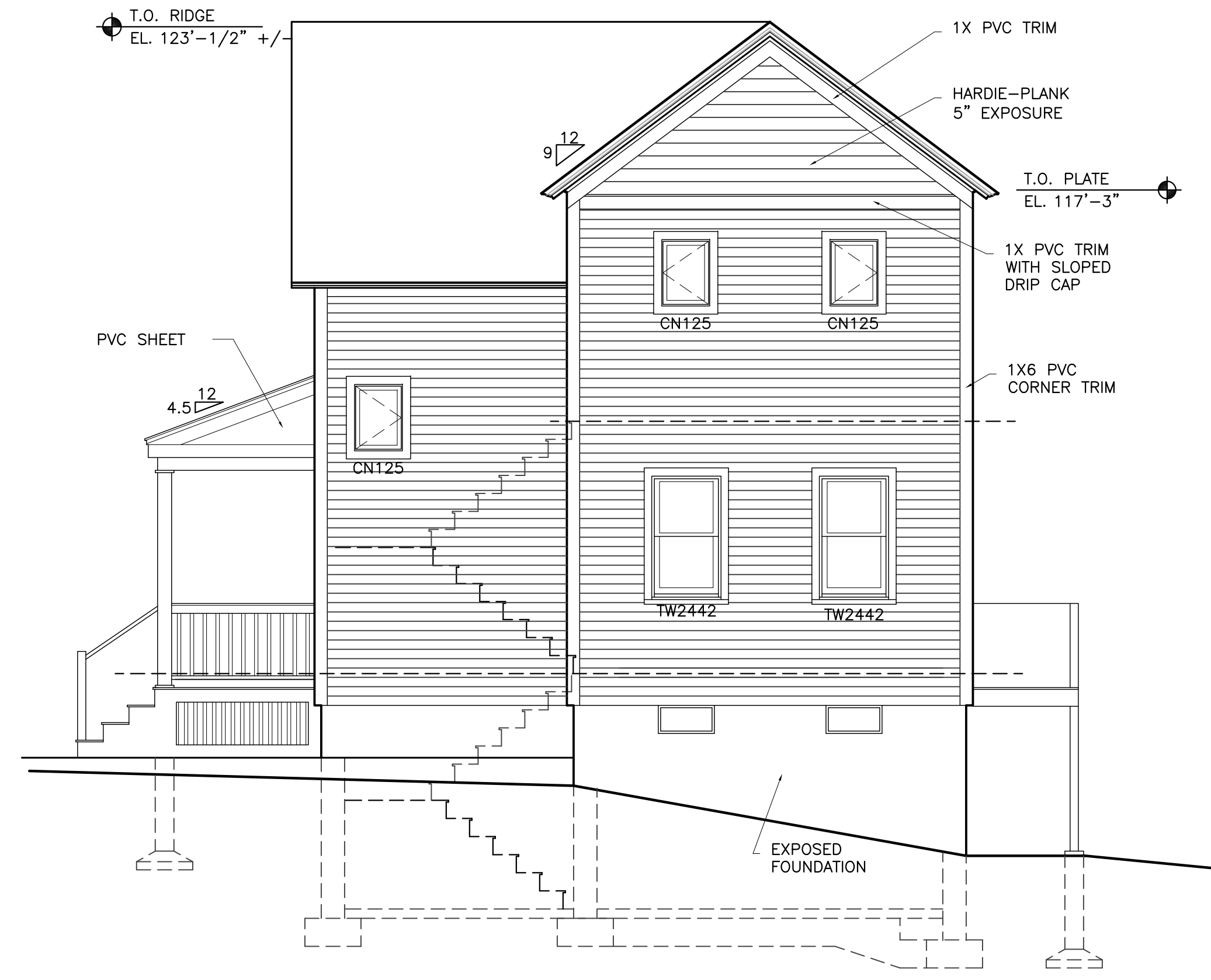
CONCORD HOUSING AUTHORITY
 NEW SINGLE FAMILY RESIDENCE
 367 COMMONWEALTH AVENUE
 CONCORD, MA

SECTION
 AI

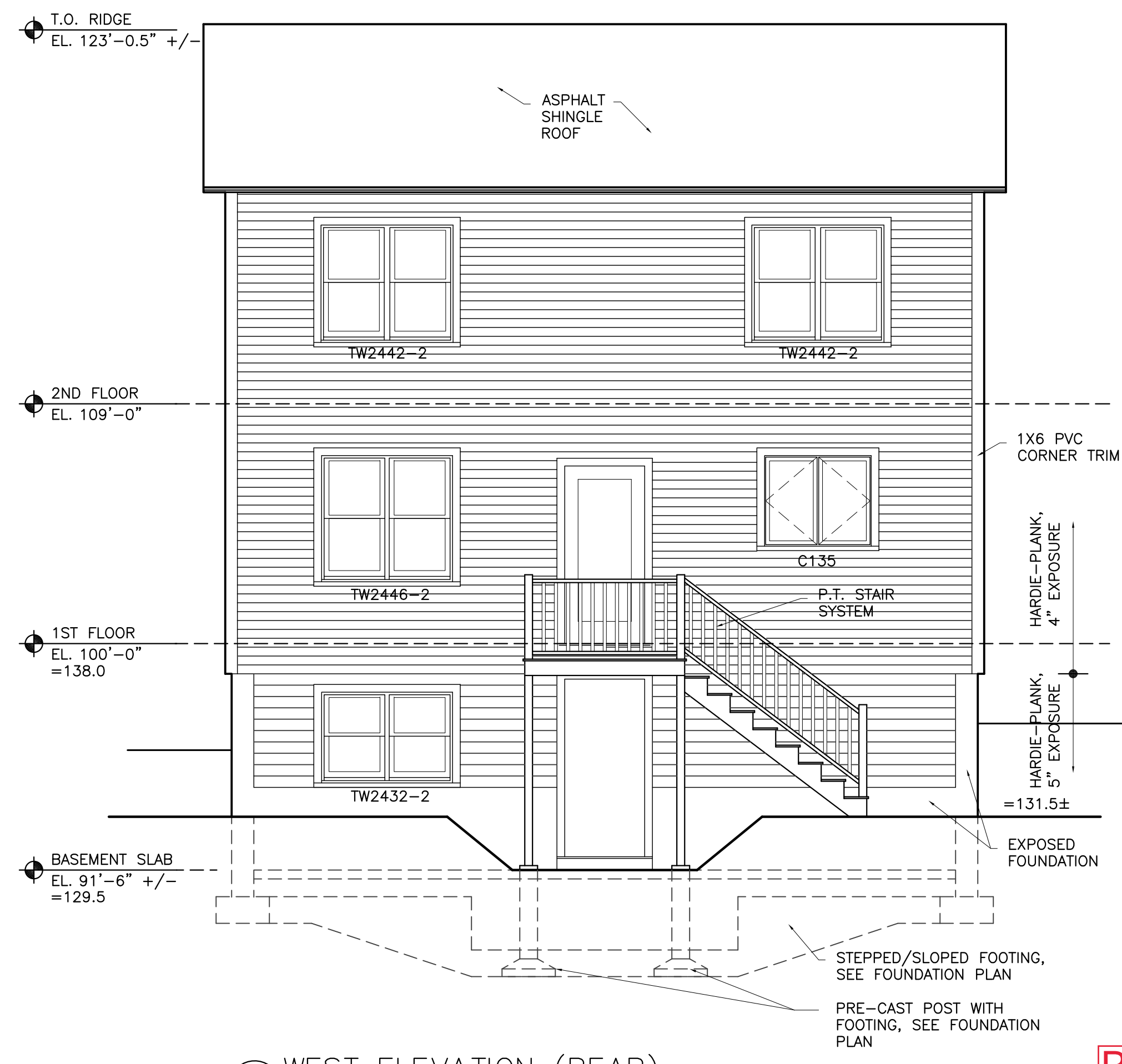
DRAWING NUMBER
 02



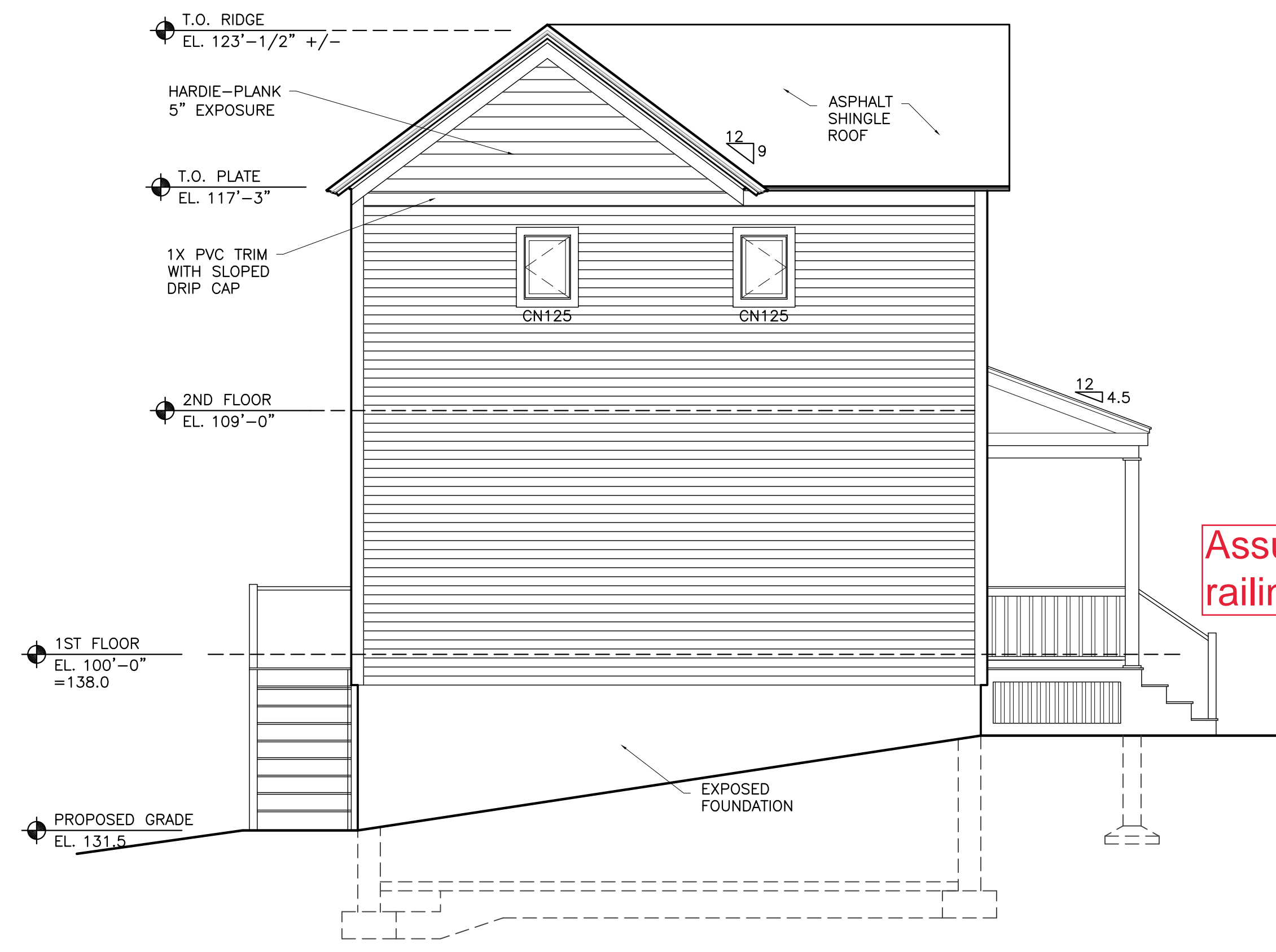
1 EAST ELEVATION (FRONT)
AZ.01 1/4" = 1'-0"



2 NORTH ELEVATION (SIDE)
AZ.01 1/4" = 1'-0"



3 WEST ELEVATION (REAR)
AZ.01 1/4" = 1'-0"



4 SOUTH ELEVATION (SIDE)
AZ.01 1/4" = 1'-0"

Probably Andersen 200 Series or equal windows: Prefinished white pine interior, vinyl frame exterior

Insulated fiberglass entry doors

Assume vinyl railing system

DATE
5/07/21

SCHEMATIC DESIGN

PROJECT NUMBER
DHCD No. 067112

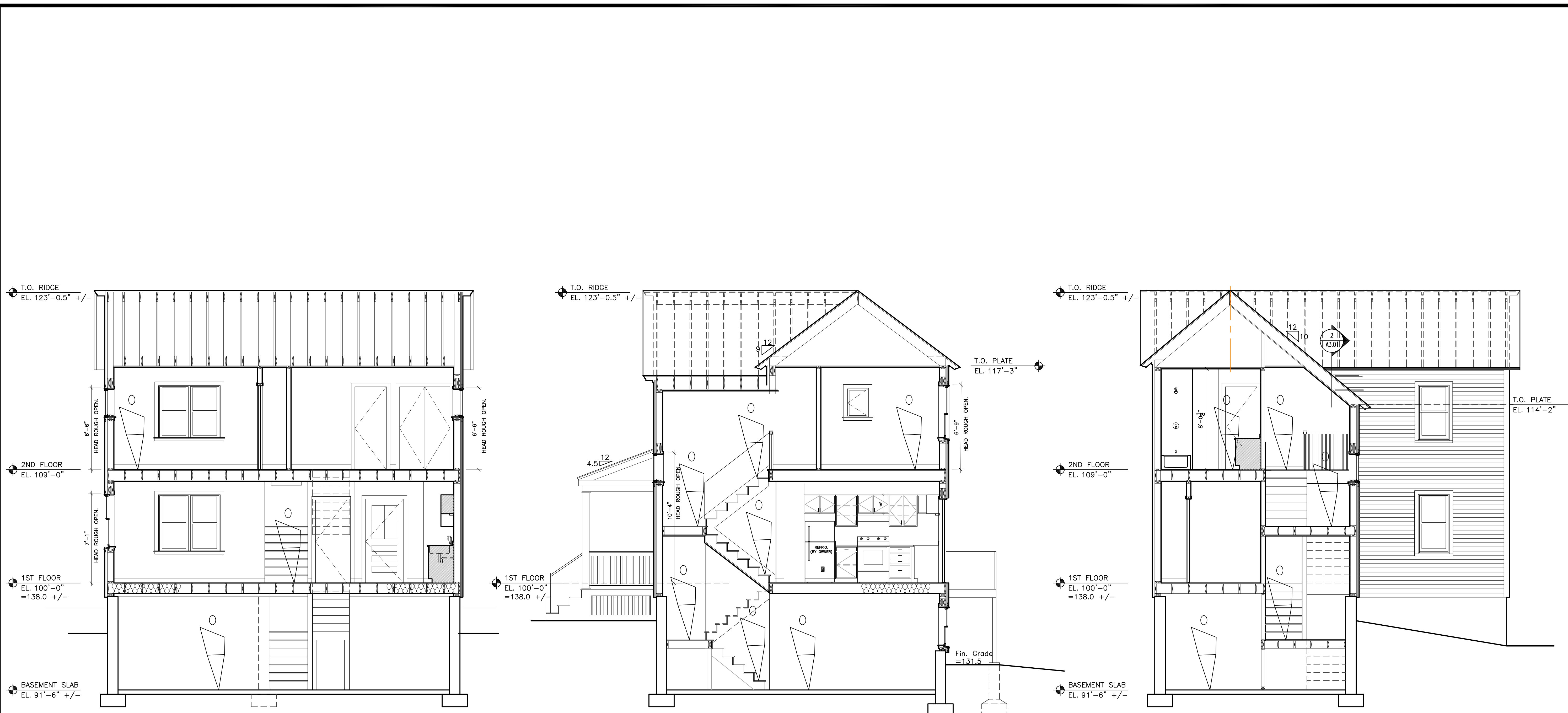
TITLE
ELEVATIONS

ANDREW M. BROCKWAY & Associates
Acton, MA 01720
209 Parker Street
978 793-1550
www.brockwayarch.com

CONCORD HOUSING AUTHORITY
NEW SINGLE FAMILY RESIDENCE
367 COMMONWEALTH AVENUE
CONCORD, MA

SECTION
A2

DRAWING NUMBER
01



DATE
5/07/21

SCHEMATIC
DESIGN

PROJECT NUMBER
DHCD No.
067112

TITLE
BUILDING
SECTIONS

ANDREW M. BROCKWAY
& Associates
209 Parker Street
978 793-1550
www.brockwayarch.com
Acton, MA 01720

CONCORD HOUSING AUTHORITY
NEW SINGLE FAMILY RESIDENCE
367 COMMONWEALTH AVENUE
CONCORD, MA

SECTION
A3

DRAWING NUMBER
01

1 SECTION LOOKING EAST
A3.01 1/4" = 1'-0"

2 SECTION LOOKING SOUTH
A3.01 1/4" = 1'-0"

3 SECTION LOOKING WEST
A3.01 1/4" = 1'-0"



2020 - 2021 Concord-Carlisle Community Chest Needs Assessment



The Concord-Carlisle Community Chest recently conducted a Needs Assessment of the Concord and Carlisle communities. This comprehensive effort serves as an important component of the Community Chest's recent strategic planning work to identify both successful areas of coverage and current gaps within its annual funding priorities.

With research compiled over the last year by Paper Crane Associates, this effort involved:

- An analysis of the grantmaking process to the Concord and Carlisle communities over time;
- A thorough review and consolidation of community-related data from the local, regional, state, and federal databases;
- In-person and virtual interviews with more than 40 Community Chest stakeholders.

The Community Chest embarked on this initiative to ensure that it is positioned successfully for the future and to continue to the Community Chest's role as a community galvanizer. Overall, the Needs Assessment clearly articulates the need for investment in our communities (public/private partnership).

The Needs Assessment examined five primary issues affecting the Carlisle and Concord communities, including Mental Health, Access to Food, Transportation, Housing, and overall Affordability. A variety of populations were studied as well, including Elders, Youth, Low Income, Refugees/Asylees, Chronically Disabled and Community Members experiencing a short-term hurdle.

Several top themes emerged exploring issues both by population and issue area.

- One of the largest barriers to accessing services is shame.
- The organizations that have experienced the highest increase in requests since COVID are providing essential service needs (food, legal help, asylum assistance, domestic violence assistance).
- Seniors were often named as a top vulnerable population with a lot of support and needing more services. This is likely from the sizable senior population, the robust system of services for seniors, and the Community Chest's long-standing support of organizations which focus on this population.
- One of the highest cited areas of need is Mental Health, which impacts people of all ages.
- The high cost of housing and cost of living in Concord and Carlisle is the root of many struggles that community members face.
- There is a somewhat hidden population of newcomers to the communities who are struggling due to a combination of systemic problems. There are not enough supports in place to help them thrive and there are "-isms" in play that are resulting in them being seen as less worthy of support.

The Needs Assessment uncovered vital information about the community's needs and brought attention to both the successful areas of coverage along with gaps in that coverage. The initiative also identified opportunities for the Community Chest to align priorities and actions towards meeting those needs. The Needs Assessment was a step towards acknowledging where and how the Community Chest can support Concord and Carlisle to be communities where everyone can thrive.

Beginning in the Fall of 2021, the Community Chest plans to share the information with the Concord and Carlisle communities through virtual and in person programming. The Community Chest also plans to discuss the findings and their implications with the more than 30 organizations the Community Chest funds. For more information on the Needs Assessment and the Community Chest in general, please visit www.ccommunitychest.org.

Since its founding in 1947, the Concord-Carlisle Community Chest has relied on individuals and local businesses to share with us their philanthropic gifts of time, expertise, and financial resources. We translate that support into essential aid for nonprofit human service organizations serving residents in Concord and Carlisle.

Vision: We envision a community committed to meeting all human service needs.

Mission: To engage our community to help neighbors in need.

Core Values: We fulfill our Mission with Professionalism, Transparency, and Integrity; through Leadership, Education, and Collaboration; by Connecting, Serving, and Giving; all with Joy, Passion, and Enthusiasm.

Town of Concord
Finance Department
Memorandum

TO: Stephen J. Crane, Town Manager
FROM: Kerry A. Lafleur, ^{KAL} Chief Financial Officer
SUBJ: Massachusetts Clean Water Trust (MCWT) Loan Application
DATE: September 24, 2021

On behalf of the Board of Health, I am seeking approval to submit a Loan Application to the Massachusetts Clean Water Trust (MCWT) to borrow the full balance remaining in the authorization under 42-ATM-2009 which is \$512,337. These funds will be used to offer low interest loans to residents to replace septic systems. The loans are then repaid via a betterment attached to the property.

Background.

On April 29, 2009, Town Meeting approved a debt authorization of \$2,000,000 for the purpose of funding a program of upgrading residential septic systems (42-ATM-2009). This borrowing was authorized under the Massachusetts Water Pollution Abatement Trust's (MWPAT's) Community Septic Management Loan Program, on a "zero interest" basis. (Note: MWPAT is now known as the Massachusetts Clean Water Trust (MCWT)). As such, the Town was required to repay only the principal amount of the loan, with the State subsidizing the interest cost of the debt and the bond being issued through the MWPAT/ MCWT.

The local program, administered by the Board of Health, uses the funds to provide low-interest loans (at 2%) to eligible homeowners needing to replace an on-site sewage disposal system. Each individual loan is secured by a Betterment Agreement which is then recorded at the Registry of Deeds.

This program is a successor program to a \$1,000,000 program initiated at the 2004 Annual Town Meeting (50-ATM-2004) and for which funds were finally exhausted in 2012, having benefitted 58 homeowners. The new program had its first disbursement to participants in May 2010, and to date 96 homeowners have received commitments of funding from the Board of Health.

In 2014, the "zero interest" loan program was replaced with a "2% interest" loan program, though up until 2020, MCWT allowed the Town to access the "zero interest" program. We have been advised that this new application will fall under the "2% interest" loan program, though the Town will not change its local program and will still

loan out this money to residents at 2% interest, with a maximum repayment term of ten-10 years.

Requested Action.

At this time, I am requesting that the Select Board grant the Town Manager the authority to file a Community Septic Management Program loan application seeking \$512,337 in funds authorized under 42-ATM-2009, by adopting the attached resolution.

/kal

Community Septic Management Program Loan Application

1. LOCAL GOVERNMENTAL UNIT (LGU)		
LGU Name: Town of Concord	Dept. of Revenue ID No.: 0460001121	FEIN: 046001121
Authorized Representative: Stephen J. Crane		Title: Town Manager
Street/P.O. Box: 22 Monument Street		
City/Town: Concord	State: Massachusetts	Zip: 01742
Telephone: () 9783183003	Fax: () 9783183093	E-Mail: scrane@concordma.gov

A certifying Authority to File document must be submitted with the loan application.

2. LGU CONTACT PERSON (if different from item 1)		
Name: Kerry A. Lafleur	Title: Chief Financial Officer	
Mailing Address (if different from item 1)		
Street/P.O. Box:		
City/Town:	State:	Zip:
Telephone: () 9783183090	Fax: () 9783183093	E-Mail: klafleur@concordma.gov

3. AMOUNT OF ASSISTANCE REQUESTED
\$ 512,338

4. LOCAL APPROPRIATION	Amount	Available Balance
	\$2,000,000	\$512,338
	\$	\$

A certified copy of the local appropriation for the project must be submitted with the loan application.

5. CERTIFICATION	
<p>To the best of my knowledge and belief, data provided in this application is true and correct; the documentation has been duly authorized by the governing body of the applicant. Furthermore, the applicant certifies that it possesses the legal authority to apply for the loan, and to finance and implement the proposed project. A resolution, motion, or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application. The same resolution, motion, or similar action is directing and authorizing the person identified below as the authorized representative of the applicant to act in connection with the application and to provide such additional information as may be required.</p>	
Name of Representative (Type)	Title
Stephen J. Crane	Town Manager
Signature of Representative	(Date)

AUTHORITY TO FILE

Whereas, the Town of Concord (the Applicant), after thorough investigation, has determined that the work activity consisting of replacement of on-site sewage disposal systems is both in the public interest and necessary to protect the public health, and that to undertake this activity, it is necessary to apply for assistance; and

Whereas, the Massachusetts Department of Environmental Protection (MassDEP) and the Massachusetts Clean Water Trust (the Trust) of the Commonwealth of Massachusetts, pursuant to Chapter 21 and Chapter 29C of the General Laws of the Commonwealth (Chapter 21 and Chapter 29C) are authorized to make loans to municipalities for the purpose of funding planning and construction activities relative to Water Pollution Abatement Projects; and

Whereas, the Applicant has examined the provisions of the Act, Chapter 21 and Chapter 29C, and believes it to be in the public interest to file a loan application.

NOW, THEREFORE, BE IT RESOLVED, by the Select Board of the Town of Concord, as follows:

1. That the Town Manager is hereby authorized on behalf of the Applicant to file applications and execute agreements for grant and/ or loan assistance as well as furnish such information, data and documents pertaining to the applicant for a grant(s) and/ or loan(s) as may be required; and otherwise to act as the authorized representative of the Applicant in connection with this application;
2. That the purpose of said loan(s), if awarded, shall be to fund construction activities; and
3. That if said award is made, the Applicant agrees to pay those costs which constitute the required Applicant's share of the project cost.

Clerk of the Board

Date

CERTIFYING AUTHORITY TO FILE

I hereby certify that the Select Board of the Town of Concord (hereinafter referred to as the "Applicant), at a meeting noticed and conducted in accordance with the all applicable legal requirements, duly voted to authorize the Town Manager to act on behalf of the Applicant, as its agent, in filing applications for, executing agreements regarding, and performing any and all other actions necessary to secure for the Applicant such loan(s) for construction or planning of Water Pollution Abatement Projects as may be made available to the Applicant pursuant to the provisions of the Massachusetts Clean Waters Act (M.G.L. c.21, section 27 - 33E, inclusive, as amended) and the Water Pollution Abatement Revolving Loan Program (M.G.L. c. 29c) for the following project: **replacement of on-site sewage disposal systems.**

I hereby certify that **Stephen J. Crane** is the present incumbent of the position referenced above, and do hereby certify:

1. That the attached resolution is a true and correct copy of the resolution as finally adopted at a meeting of the governing body held on the ____ day of _____, 2021, and duly recorded in my office;
2. That said meeting was duly convened and held in all respects in accordance with law and to the extent required by law, due and proper notice of such meeting was given; and a legal quorum was present throughout the meeting, and a legally sufficient number of members of the government body voted in the proper manner and for the adoption of said resolution; that all other requirements and proceedings under the law incident to the proper adoption or passage of said resolution, including publication, if required, have been duly fulfilled, carried out and otherwise observed; and that I am authorized to execute this certificate; and
3. That if an impression of a seal has been affixed below, it constitutes the official seal of the Applicant and this certificate is hereby executed under such official seal; but if no seal has been affixed, the Applicant does not have an official seal.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 2021.

Town Clerk



Town of Concord

Office of the Town Clerk
22 Monument Square
P.O. Box 535
Concord, Massachusetts 01742-0535

2009 Annual Town Meeting April 27, 28 and 29

SEPTIC BETTERMENT LOAN PROGRAM

ARTICLE 42. On a **MOTION** duly made and seconded, the following was

VOTED BY A TWO-THIRDS MAJORITY, and so declared by the Moderator:

To raise and appropriate the sum of \$2,000,000 for the purpose of financing the following water pollution abatement facility projects: repair, replacement, and/or upgrade of onsite wastewater systems, pursuant to agreements between the Board of Health and residential property owners, including without limitation all costs thereof as defined in §1 of Chapter 29C of the Massachusetts General Laws and Acts; that to meet this appropriation the Treasurer, with the approval of the Board of Selectmen, is authorized to borrow \$2,000,000 and under the provisions of Massachusetts General Laws and Acts Chapter 111, §127B½ and/or Chapter 29C provided that the Town is able to borrow said amount from the Massachusetts Water Pollution Abatement Trust as provided below; that project and financing costs shall be repaid by the property owners, in accordance with those agreements, but such bonds or notes shall be general obligations of the Town; that the Treasurer, with the approval of the Board of Selectmen, is further authorized to borrow said amount from the Massachusetts Water Pollution Abatement Trust established pursuant to Chapter 29C of the Massachusetts General Laws and Acts and in connection therewith to enter into a loan agreement and/or a security agreement with the Trust and otherwise contract with the Trust and the Department of Environmental Protection with respect to such loan and for any federal or state aid available for the projects or for the financing thereof; and that the Town Manager is authorized to enter into a project regulatory agreement with the Department of Environmental Protection, to expend all funds available for the projects.

Passed by Declared Two-Thirds Majority Vote
April 29, 2009

A True Copy Attest:

Anita S. Tekle
Town Clerk

Concord Municipal Affordable Housing Trust

The Concord Municipal Affordable Housing Trust (CMAHT) was established by the Town's [Affordable Housing Trust Bylaw](#) to provide for the preservation and creation of affordable housing in the Town of Concord for the benefit of low and moderate income households and for the funding of community housing, as defined in the Community Preservation Act, MGL c. 44B. The CMAHT Board of Trustees consists of *five* members appointed by the Select Board, including one member of the Select Board and the Town Manager.

The Concord Municipal Affordable Housing Trust complements the Town's existing affordable housing efforts, entities and programs, and can act quickly when affordable housing opportunities arise. The CMAHT's Board of Trustees is authorized to develop policy goals and statements, consistent with the Town's adopted housing goals, and subject to approval by the Select Board, to serve as guidelines for the Trust. Select Board approval is also needed for the Trust to borrow money; mortgage or pledge trust assets; purchase, accept, sell, lease, exchange, transfer, abandon, convey interest in real, personal, or mixed property; or to amend the Trust.

Background

In its message to April 2019 Annual Town Meeting voters, the [Affordable Housing Funding Committee](#)¹ reported that "Concord needs predictable, sustainable revenue sources so that funds are readily available when affordable home opportunities arise Without the necessary funds to act quickly, valuable opportunities could be missed." The Committee's entire package of recommended articles was approved by the 2019 Annual Town Meeting. Article 23 appropriated \$500,000 from Free Cash for affordable housing. Article 24 accepted MGL c.44, s.55C to authorize creation of a municipal affordable housing trust. Articles 25 & 26 authorized filing of home rule petitions to establish a building permit surcharge and a real estate transfer fee to be deposited into Concord's Affordable Housing Trust Fund. Later in 2019, the Select Board appointed an [Affordable Housing Trust Study Committee](#)² to draft a proposed [Affordable Housing Trust Bylaw](#), which was approved on September 13, 2020 by 2020 Annual Town Meeting Article 13, and on February 23, 2021 by the Massachusetts Attorney General. Both the September 13, 2020 and June 13, 2021 Annual Town Meetings made additional appropriations of \$500,000 from Free Cash for affordable housing-- a total of \$1.5-million from 2019 to 2021.

¹ The Affordable Housing Funding Committee, appointed by the Select Board pursuant to 2017 Annual Town Meeting Article 49, began its work in September 2017 and issued a final report in April 2019.

² The Affordable Housing Trust Study Committee appointed by the Select Board began its work in October 2019, presenting its final recommended bylaw in January 2020 and concluding its work in September 2020.



Town of Concord

Office of the Town Clerk
22 Monument Square
Concord, Massachusetts 01742-0535

ANNUAL TOWN MEETING

April 27, 2020; postponed until September 13, 2020 due to COVID-19

Affordable Housing Trust Bylaw

ARTICLE 13.

WARRANT ARTICLE

To determine whether the Town will vote to adopt the Town of Concord Municipal Affordable Housing Trust Bylaw as follows, or take any other action relative thereto.

Town of Concord
Municipal Affordable Housing Trust Bylaw

Pursuant to a vote on Article 24 of the 2019 Annual Town Meeting, the Town accepted the provisions of Massachusetts General Laws c. 44, § 55C and authorized the creation of a Municipal Affordable Housing Trust Fund to support the development of affordable housing in Concord.

SECTION 1. MUNICIPAL AFFORDABLE HOUSING TRUST

There shall be in the Town of Concord an Affordable Housing Trust created pursuant to the authority set forth in Massachusetts General Laws c. 44, § 55C.

SECTION 2. NAME of the TRUST

The Trust shall be called the "Concord Municipal Affordable Housing Trust" (the "Trust").

SECTION 3. PURPOSE

The purpose of the Trust shall be to provide for the preservation and creation of affordable housing in the Town of Concord for the benefit of low and moderate income households and for the funding of community housing, as defined in Massachusetts General Laws c. 44B (the "Community Preservation Act").

SECTION 4. TRUSTEES

There shall be a Board of Trustees (the "Board"), which shall include no less than 5 and no more than 7 Trustees, including one member of the Select Board, each of whom, to the extent possible, shall have a background or interest in affordable housing, and in finance, law, real estate or real estate development.

All Trustees shall be appointed by majority vote of the Select Board.

Trustees shall serve for a term of two (2) years, except that one less than a majority of the initial Trustee appointments shall be for a term of one (1) year. Trustees may be reappointed for up to two (2) additional terms.

Nothing in this subsection shall prevent the Select Board from appointing the Town Manager as a Trustee.

Only persons who are residents of Concord shall be appointed as a Trustee. Any Trustee who ceases to be a resident of the Concord shall cease to be a Trustee hereunder and shall promptly provide a written notification of change in residence to the Board and to the Town Clerk. The Town Manager, if appointed as a Trustee, need not be a resident of Concord.

A Trustee may be removed by the Select Board for cause. Any Trustee may resign by written instrument signed and acknowledged by such Trustee and duly filed with the Town Clerk. Vacancies shall be filled by the Select Board for the remainder of the unexpired term.

If any Trustee is absent from five (5) consecutive, regularly-scheduled meetings of the Trust, except in the case of illness, such Trustee's position shall be deemed vacant and shall be filled with a new appointment as set forth above.

The Trustees shall elect officers annually consisting of a Chair, Vice Chair and Clerk. The Trustees may establish subcommittees or ad hoc related committees to carry out the purpose of the Trust.

A majority of Trustees then serving may exercise any or all of the powers of the Trustees hereunder and may execute on behalf of the Trustees any and all instruments with the same effect as though executed by all the Trustees. No Trustee shall be required to give bond. No license of court shall be required to confirm the validity of any transaction entered into by the Trustees with respect to the Trust Estate.

No Trustee shall be liable for the acts, negligence, or defaults of any other Trustee or any employee, agent, or representative of the Trustees selected with reasonable care, not for errors in judgment, nor mistakes of law or facts made in good faith, nor in reliance in good faith on advice of counsel, nor any other acts or omissions in good faith.

Neither the Trustees nor any agent or officer of the Trust shall have the authority to bind the Town of Concord.

SECTION 5. MEETINGS OF THE TRUST

The Trust shall meet at least quarterly at such time and at such place as the Trustees shall determine.

The Trust is a governmental body for purposes of Massachusetts General Laws c. 30A, §§ 18-25 (the "Open Meeting Law"). Notice of all meetings of the Trust shall be given in accordance with the provisions of the Open Meeting Law, as may be amended from time to time, including provisions regarding remote participation.

The Clerk shall prepare minutes of meetings of the Trust and shall maintain records thereof.

A quorum at any meeting shall be a simple majority of the Trustees then serving.

SECTION 6. POWERS OF THE TRUSTEES

The powers of the Board, all of which shall be carried out in furtherance of the purposes set forth herein, shall include the following powers, except that the Board shall require prior

approval of the Select Board: to borrow money; to mortgage or pledge trust assets; or to purchase, accept, sell, lease, exchange, transfer, abandon, or convey any interest in real, personal, or mixed property.

1. to accept and receive real property, personal property or money, by gift, grant, contribution, devise or transfer from any person, firm, corporation or other public or private entity, including but not limited to money, grants of funds or other property tendered to the Trust in connection with any bylaw or any general or special law or any other source, including money from Massachusetts General Laws c. 44B;
2. to purchase and retain real or personal property, including without restriction investments that yield a high rate of income or no income;
3. to sell, lease, exchange, transfer or convey any personal, mixed, or real property at public auction or by private contract for such consideration and on such terms as to credit or otherwise, and to make such contracts and enter into such undertaking relative to Trust property as the Board deems advisable notwithstanding the length of any such lease or contract;
4. to execute, acknowledge and deliver deeds, assignments, transfers, pledges, leases, covenants, contracts, promissory notes, releases, grant agreements and other instruments sealed or unsealed, necessary, proper or incident to any transaction in which the Board engages for the accomplishment of the purposes of the Trust;
5. to employ advisors and agents, such as accountants, appraisers and lawyers as the Board deems necessary;
6. to pay reasonable compensation and expenses to all advisors and agents and to apportion such compensation between income and principal as the Board deems advisable;
7. to apportion receipts and charges between income and principal as the Board deems advisable, to amortize premiums and establish sinking funds for such purpose, and to create reserves for depreciation depletion or otherwise;
8. to participate in any reorganization, recapitalization, merger or similar transaction; and to give proxies or powers of attorney with or without power of substitution to vote any securities or certificates of interest; and to consent to any contract, lease, mortgage, purchase or sale of property, by or between any corporation and any other corporation or person;
9. to deposit any security with any protective reorganization committee, and to delegate to such committee such powers and authority with relation thereto as the Board may deem proper and to pay, out of Trust property, such portion of expenses and compensation of such committee as the Board may deem necessary and appropriate;
10. to carry property for accounting purposes other than acquisition date values;
11. to borrow money on such terms and conditions and from such sources as the Board deems advisable, to mortgage and pledge Trust assets as collateral, but any mortgage or pledge of assets as collateral greater than the extent of the Trust's assets requires approval by a two-thirds vote of an Annual or Special Town Meeting;
12. to make distributions or divisions of principal in kind;
13. to compromise, attribute, defend, enforce, release, settle or otherwise adjust claims in favor or against the Trust, including claims for taxes, and to accept any property, either in total or partial satisfaction of any indebtedness or other obligation, and subject to the provisions of this Trust, to continue to hold the same for such period of time as the Board may deem appropriate;

14. to manage or improve real property; and to abandon any property which the Board determined not to be worth retaining;
15. to hold all or part of the Trust property uninvested for such purposes and for such time as the Board may deem appropriate;
16. to extend the time for payment of any obligation to the Trust;
17. to make recommendations on proposals to Town Meeting when such proposals create or support affordable housing for low- and moderate-income households.
18. to develop policy goals and statements, consistent with the Town's adopted housing goals, and subject to approval by the Select Board, to serve as guidelines for the Trust; and
19. to exercise such additional powers consistent with the provisions of this bylaw and Massachusetts General Laws c. 44, § 55C, as may be amended from time to time.
20. to compensate Town employees for services provided to the Trust in connection with the Trust's activities, including but not limited to dedicated staff to Trustees, engineering support for project-specific activities, and other Town services, as requested by the Trustees to the Town Manager and authorized by the Town Manager;
21. to establish criteria and qualifications for recipients and expenditures in accordance with Trust's stated purposes;
22. to serve as a lottery and monitoring agent for affordable housing, and to accept compensation for providing such services into the Trust.

Notwithstanding any general or special law to the contrary, all moneys paid to the Trust in accordance with any Town bylaw or regulation, or private contribution shall be paid directly into the Trust and need not be appropriated or accepted and approved into the Trust. General revenues appropriated into the Trust become Trust property and to be expended these funds need not be further appropriated. All moneys remaining in the Trust at the end of any fiscal year, whether or not expended by the Board within 1 year of the date they were appropriated into the trust, remain Trust property.

SECTION 7. TREASURER AS CUSTODIAN OF FUNDS

The Town of Concord Treasurer shall be the custodian of the Trust's funds and shall maintain separate accounts and records for the Trust's funds.

The Treasurer shall invest the funds in the manner authorized by Massachusetts General Laws c. 44, § 55 (Public Funds on Deposit; Limitations; Investments,) § 55A, (Liability of Depositor for Losses Due to Bankruptcy), and § 55B (Investment of Public Funds).

Any income or proceeds received from the investment of funds shall be credited to and become part of the Trust.

Expenditures by the Trust shall be processed through the Town's payment warrant but shall be subject to the provisions of Massachusetts General Laws c. 44, § 55C. The Trust's approved annual budget, and any approved budget revisions, shall be submitted to the Select Board.

As custodian, the Treasurer shall issue checks as directed by the Trustees. In accordance with Massachusetts General Laws c. 44, § 55C, the books and records of the Trust shall be audited annually by an independent auditor in accordance with accepted accounting practices for municipalities. Upon receipt of the audit by the Board, a copy shall be provided forthwith to the Select Board.

The Trustees shall keep a record of its activities and at the close of every fiscal year, shall make a report thereof to the Select Board. The report shall include a description and source of funds received and expended and the type of affordable housing programs or properties assisted with the funding.

SECTION 8. MISCELLANEOUS

The Trust is a public employer and the members of the Board are public employees for purposes of Massachusetts General Laws c. 258.

Trustees are designated as public agents for purposes of the constitution of the Commonwealth.

The Trust shall be considered a municipal agency and the Trustees shall be considered special municipal employees and shall be subject to the provisions of Massachusetts General Laws c. 268A. The Trustees shall serve without compensation.

The Trust is exempt from Massachusetts General Laws c. 59 and c. 62, and from any other provisions concerning payment of taxes based upon or measured by property or income imposed by the Commonwealth or any political subdivision thereof.

The Trust is a Board of the Town for purposes of procurement under Massachusetts General Laws c. 30B and c. 40 § 15A; but agreements and conveyances between the Trust and agencies, Boards, commissions, authorities, departments and public instrumentalities of the Town of Concord shall be exempt from Massachusetts General Laws c. 30B.

Trustees shall not receive a salary, stipend, bonus or other means of compensation for their service as a Trustee, nor shall they be eligible for any benefits from the Town of Concord. Trustees may be compensated for reasonable out-of-pocket expenses for travel and other Trust-related expenses. All such out-of-pocket expenses shall be fully documented with receipts for expenses prior to payment by the Trust.

SECTION 9. RECORDINGS: AMENDMENTS

The Trustees are hereby authorized to record a Declaration of Trust and a Certificate of Trustees for the Trust with the Middlesex South District Registry of Deeds and the Registered Land Division of the Land Court Registration Office. The Declaration of Trust may be amended from time to time except as to those provisions specifically required under Massachusetts General Laws c. 44, § 55C, by an instrument in writing signed by all of the Trustees then serving and approved at a meeting called for that purpose, and approved by the Select Board provided that in each case, a certificate of amendment shall be recorded with the Middlesex South District Registry of Deeds and, if necessary, the Registered Land Division of the Land Court.

SECTION 10. DURATION OF THE TRUST

The Trust shall continue so long as authorized under the Laws of the Commonwealth of Massachusetts. Notwithstanding the foregoing, The Trust may be terminated by a majority vote of the Town Meeting in accordance with Massachusetts General Laws c. 44, § 55C, provided that an instrument of termination together with a certified copy of the Town Meeting vote are duly recorded with the Middlesex South District Registry of Deeds and, if necessary, the Registered Land Division of the Land Court.

Upon termination of the Trust, subject to the payment of or making provisions for the payment of all obligations and liabilities of the Trust and the Trustees, the net assets of the Trust shall be transferred to the Town and held by the Select Board for affordable housing purposes. In making

any such distribution, the Trustees may, subject to the approval of the Select Board, sell all or any portion of the Trust property and distribute the net proceeds thereof or they may distribute any of the Trust's assets in kind. The powers of the Trustees shall continue until the affairs of the Trust are concluded.

SECTION 11. RECORD TO BE CONCLUSIVE, CERTIFICATE AS TO FACTS

Every contract, deed, mortgage, lease and other instrument executed by a majority of the Trustees then serving as appears from instruments or certificates recorded with the Registry of Deeds and Registered Land Division of the Land Court to be Trustees hereunder shall be conclusive evidence in favor of any person relying thereon or claiming thereunder, that at the time of the delivery thereof this Trust was in full force and effect and that the execution and delivery of such instrument was duly authorized by the Trustees except that instruments of amendment pursuant to Section 9 and an instrument of termination pursuant to Section 10 hereof shall be conclusive only if it appears that the delegations, amendments or termination have been executed by all of the Trustees then serving. Any person dealing with the Trust property or the Trustees may rely on a certificate signed by any person appearing from instruments or certificates so recorded to be a Trustee hereunder as to the identity of the then current serving Trustees or as to the existence or non-existence of any fact or facts which constitute conditions precedent to acts by the Trustees or in any other manner germane to the affairs of the Trust.

VOTE

Upon a **MOTION** made by Mr. Lawson and duly seconded, the following was **VOTED**:

That the Town take affirmative action on Article 13 as printed in the Warrant, except that the word "Board" is replaced with the word "Trustees" in the fifth paragraph of Section 7.

Passed by well more than a two-thirds vote under the Consent Calendar
September 13, 2020

A True Copy Attest:

Kaari Mai Tari
Town Clerk



Town of Concord
Finance Committee
22 Monument Square
Concord, Massachusetts 01742-0535

To: Stephen Crane, Town Manager
Cynthia Rainey, Chair, Concord School Committee
Sara Wilson, Chair, Concord-Carlisle Regional School District Committee

From: Parashar Patel, Chair, Guidelines Subcommittee, Concord Finance Committee

Cc: Terri Ackerman, Chair, Concord Select Board
Dr. Laurie Hunter, Superintendent, Concord Public Schools
Kerry Lafleur, Concord Finance Director
Jared Stanton, Director of Finance & Operations, Concord Public Schools

Date: July 31, 2021

Re: Annual Budget Data Request – FY23 Guidelines

Thank you and the Town and Schools' staff for your hard work and energy during the pandemic. Your creativity, initiative, and drive ensured that Concord residents and CPS and CCRSD students continued to receive a high level of services and education under very trying circumstances.

To help prepare us for the FY 2023 budget cycle, we would appreciate your perspectives on:

- the top 3-5 strategic issues, challenges, and/or opportunities facing the Town, Concord Public Schools (CPS), and the Concord-Carlisle Regional School District (CCRSD);
- your plan for addressing those topics in FY 2022, FY 2023, and later years; and
- the financial impact, if any, to Concord.

In addition to your perspectives on the top 3-5 strategic topics, please share your five-year projections of spending under current service levels as detailed in the "Expenditure Growth Model". To the extent that you anticipate future spending needs to address the strategic topics, please include those as separate line items if they are incremental to current service levels.

We invite you to present your perspectives on the above at our October (initial) and December (follow-up) meetings.

Finally, as an appendix to the presentation in October, please provide information, to the extent not included in the discussion of strategic topics, in the following areas:

Town

- 1) FY21 & FY22 Budget Update: Please identify major variations ($\pm 10\%$) in actual spend versus planned as well as the status of Free Cash.
- 2) Spending levels: Please highlight any programs and services for which you are planning to change service levels in the next five years.

- 3) Capital Program: Please provide information on your 5-year Tier II capital plan and highlight any items that might require excluded debt.
- 4) OPEB: Please provide the funding status of the pension liability
- 5) Land Acquisition: Please provide information on the status of reserves accumulating for the acquisition, development, and/or maintenance of land (e.g., 2229 Main Street, Warner's Pond, White Pond, etc.).
- 6) Additional Information: Please provide other information that you believe may be helpful to the deliberation of this year's guideline recommendation.

CPS and CCRSD

- 1) FY21 & FY 22 Budget Update: Please identify major variations ($\pm 10\%$) in actual spend versus planned, as well as the status of carry forward fund balances (e.g., E&D, Circuit breaker, Revolving accounts, etc.)
- 2) Spending levels: Please highlight any programs and services for which you are planning to change service levels in the next five years.
- 3) Capital Program: Please provide information on your 5-year Tier II capital plan and highlight any items that might require excluded debt.
- 4) Enrollment Impacts: Please provide information on the impact of enrollment changes over the next five years and the impact on spending.
- 5) Education Reform and Mandates: Please provide information on anticipated reforms or mandates and their impact on spending.
- 6) OPEB for CCRSD: Please provide the funding status of the pension liability.
- 7) Additional Information: Please provide other information that you believe may be helpful to the deliberation of this year's guideline recommendation.

We have scheduled the following meetings for our initial conversations on the FY 2023 budget:

	Initial	Follow-up
Town	October 14, 2021	December 2, 2021
CPS	October 21, 2021	December 9, 2021
CCRSD	October 21, 2021	December 9, 2021

We would appreciate receiving a response electronically, preferably one week before the meetings to allow time to review the materials.

Thank you in advance for your assistance. We look forward to the upcoming conversations and please let us know if you have questions.

Preliminary Thoughts for Concord Finance Committee on Guidelines for Guideline-setting, Or "The Alchemy of Operating Budget Guidelines Setting"

The Concord Finance Committee Guidelines process focuses on setting budget increase/decrease guidelines for the three "budgeting entities" (Town, Concord Public Schools, and Concord-Carlisle Regional School District). The Guidelines may be thought of as the absolute amount of money recommended to be added to the operating budgets of the Town and Schools or as the percentage increase/decrease in the portion of the tax levy that covers the operating budgets, or both.

What is the method by which the Finance Committee arrives at its Guidelines recommendations? Every year the Finance Committee struggles with the process, for which no formula or specific guidance can be found in the Town Charter, Bylaws or Administrative Code. This memo proposes ideas to guide in the establishment of guidelines for setting the Guidelines for future town budgets.

Guidelines-setting involves consideration of:

1. "What do Concord citizens value and what benefits do they receive?"
 - a. Program goals expressed by both of our elected bodies (Select Board & School Committees);
 - b. Benefits received by citizens, as measured by town and school system "quality" metrics;
 - c. Efforts being made by town & schools to improve quality and productivity of services;
 - d. Trends in real estate values in Concord;
 - e. Taxpayers' "willingness to pay" for regular and extraordinary expenditures, expressed in Town Meetings as well as past debt exclusion & levy limit override votes;
 - f. Other program/budget priorities, as expressed in Town Meeting and other public fora.

2. "What is needed to maintain or expand current services?" This involves consideration of:
 - a. Proposed budgets, in context of historical trends & impact on medium-term projections;
 - b. Extraordinary factors that affect proposed budgets, such as student enrollment, SPED enrollment, population growth or population shifts between Concord & Carlisle;
 - c. Other drivers/factors that shape the budgets (e.g. labor contract commitments);
 - d. Comparison of expenditures in Concord with those in "reference" communities, and (to the extent possible) comparison with performance metrics in those communities;
 - e. Analysis of Concord's property tax rates & bills, over time and relative to "reference" communities; and,
 - f. Level of citizen satisfaction with benefits received and taxes paid, as measured biannually by town survey of Concord citizens.

3. "What is the impact of proposed budgets on existing taxpayers: what level of increase is allowed under the Prop 2 ½ levy limit and what level of increase is 'affordable'?" Here we may consider:
 - a. How will budget changes affect the total levy to be raised and thus what increases will be asked of taxpayers, given our understanding of a) other expected costs (outside of operating budgets) and b) expected new growth;
 - b. Levy limit analysis;
 - c. Affordability analysis: tax rates, tax bills relative to incomes;
 - d. Economic analysis of variables affecting households in Concord, their perceptions of economic security, and hence their "willingness to pay" property taxes, including levels, rates or trends in unemployment, inflation, incomes, income distribution, home prices, and other indicators of economic health or risk;
 - e. Rating agency criteria for municipal entities and the value of bond ratings for future financing needs of the town and schools;
 - f. Risk assessment factors including diversity and predictability of revenue sources the potential for unexpected expenses.

From: Kerry Lafleur <klafleur@concordma.gov>

Sent: Tuesday, September 28, 2021 12:11 PM

To: Terri Ackerman <tackerman@concordma.gov>

Cc: Kerry Lafleur <klafleur@concordma.gov>; Mary Barrett <maryb@concordma.gov>; Jeremy Romanul <jromanul@concordma.gov>; Stephen Crane <scrane@concordma.gov>

Subject: RE: alternate SB designee

Hi Terri,

At the 10.07.2019 Select Board Meeting, the Board voted the following:

pursuant to MGL Chapter 41 Section 52, to approve the Chair of the Select Board to approve all bills, drafts, orders and payrolls not otherwise presented for approval at a posted meeting to the full board; provided, however, that if such bills, drafts, orders and payrolls are approved by the Board chair, he/she shall make available to the board, at the first meeting following such action, a record of such actions, and further, to ask the Board clerk to include such on the notice for the next meeting of the board.

To authorize an alternate approver in the absence of the Chair: move to amend the original vote taken on October 7, 2019 under Agenda Item 8 to allow the Chair of the Select Board, **or in his/ her absence, the Clerk of the Board**, to approval all bills, drafts, orders and payrolls not otherwise presented for approval at a posted meeting to the full board; provided, however, that if such bills, drafts, orders and payrolls are approved by the Board Chair, **or in his/ her absence, the Clerk of the Board**, he/ she shall make available to the board, at the first meeting following such action, a record of such actions, and further, to ask the Board clerk to include such on the notice for the next meeting of the board.

A motion similar to the above would eliminate the need to specifically appoint someone to act in the absence of the Chair.

For reference, here is the full text of MGL ch. 41, §52:

Section 52: Approval of bills

[Section impacted by 2020, 92, Secs. 12, 13, 16 and 17, as amended by 2020, 201, Secs. 39 to 42 effective November 10, 2020, relating to service contracts in order to address disruptions caused by the outbreak of COVID-19.]

Section 52. All accounts rendered to or kept in the departments of any city shall be subject to the inspection of the city auditor or officer having similar duties, and in towns they shall be subject to the inspection of the selectmen. The auditor or officer having similar duties, or the selectmen, may require any person presenting for settlement an account or claim against the city or town to make oath before him or them, in such form as he or they may prescribe, as to the accuracy of such account or claim. The wilful making of a false oath shall be punishable as perjury. The auditor or officer having similar duties in cities, and the selectmen in towns, shall approve the payment of all bills or pay rolls of all departments before they are paid by the treasurer, and may disallow and refuse to approve for payment, in whole or in part, any claim as fraudulent, unlawful or excessive; and in that case the auditor or officer having similar duties, or the selectmen, shall file with the city or town treasurer a written statement of the reasons for the refusal; and the treasurer shall not pay any claim or bill so disallowed. **The board of selectmen may designate any 1 of its members for the purpose of approving bills or payrolls under this section;** provided, however, that the member shall make available to the board, at the first meeting following such action, a record of such actions. This provision shall not limit the responsibility of each member of the board of selectmen in the event of a noncompliance with this section. This section shall not abridge the powers conferred on town accountants by sections fifty-five to sixty-one, inclusive.