MINUTES OF MEETING: Tuesday, June 25, 2019 Room 103, Littleton Town Building, Shattuck Street. Meeting called to order at 7:05 p.m.

Present: Betsy Bohling, Bartlett Harvey, Carolyn Mueller, Andrew Sammarco, Linda Stein, and Mit Wanzer
Absent: Sam Bell, Mike Levasseur, and Gerry Portante

New Members:

The Planning Board has appointed Gerry Portante as their representative to the Committee. Mit Wanzer applied, and was reappointed as Board of Selectman appointee.

Committee Officers:

Mit Wanzer was nominated as chair by a motion from Andrew Sammarco, seconded by Linda Stein, unanimously approved 6-0.

Andrew Sammarco was nominated as vice-chair by a motion from Linda Stein, seconded by Andrew Sammarco, unanimously approved 6-0.

Carolyn Mueller was nominated as clerk by a motion from Linda Stein, seconded by Bartlett Harvey, unanimously approved 6-0.

Goals:

The Board of Selectmen asked all committees and boards to put together a list of goals, achievements, and initiatives for the upcoming year. Chairman Wanzer will put a draft together for our next meeting.

The following ideas were brought forth by the committee:

- Strengthen communication with town boards and organizations
- Become a 3% community whenever possible
  - Find mechanisms to generate a more reliable CPA revenue stream
  - Are there host community agreements in the pipeline that could flow through CPA?
  - Is there any money from the marijuana growers and/or shops?
- Attend to our pages on the town website
- Continue to look at our policies and amend where necessary

Williams Land Parking Area project:

Andrew Sammarco mentioned that the Conservation Commission may submit an application for fall town meeting to create a parking area on Boxborough Road for access to the Williams property. One question we should answer is whether it should come from the Open Space or Recreation budget. This will be discussed when the Eligibility Request is submitted.
Draft Agreement Between CPC and Affordable Housing Trust:

Bartlett Harvey submitted a draft of a “Community Preservation Committee Master Grant Agreement with Littleton Affordable Housing Trust.” It is intended that this will be a ten-year agreement and sets the ground rules for awarded funds.

We did decide to strike the last sentence under item 17 “Community Preservation Act Awareness” namely the requirement of a permanent CPA Project sign at any completed project site.

Mr. Wanzer and Mr. Harvey will craft an email to Acting Town Administrator Anthony Ansaldi and ask him to forward it to town counsel for review.

The Committee also asked Mr. Harvey to ask the LAHT for some examples of grant funds that would be used for administrative expenses by the Trust. Section 4(c) “The Work” indicates no more than 30% of granted funds be used for administration and operation of the Trust. We wanted to determine if this was a reasonable percentage.

Review Policy for Scheduling Hearings for Eligibility and Funding Applications:

I (Carolyn Mueller) had brought up my frustration that because grant requestors come in at the last meeting before town meeting, we are often required to vote on a project the same night we receive the Eligibility and Application for Funding. I feel this is often a disservice to us because we are not able to thoroughly think about the projects – some which can be large dollar amounts. There is also no chance to answer questions or inform the general public of the projects before they are acted upon.

Although exceptions can be made at the Committee’s discretion, it was agreed that we should adhere to our policy that grant requestors should submit an Eligibility ahead of submitting the Application for Funding and that we may not approve the Application for Funding at the meeting where it is presented. This is outlined in our “Littleton Community Preservation Plan” policy document in the Table titled “Timing of Application Process.”

This would also behoove us to publish the schedule in an appropriate time frame to our constituent boards and committees and to the public at large for other interested parties.

Community Preservation Coalition Dues:

We received notice of an invoice to be submitted by the Community Preservation Coalition for the upcoming year in the amount of $1,750. This was a much more reasonable amount than what we had been invoices the past couple of years and this set better with the Committee. We feel they do provide a service in lobbying with the state and in providing guidance for local questions and issues that arise.

A motion was made by Bartlett Harvey to pay the invoice of $1,750 when submitted by the Community Preservation Coalition. The motion was seconded by Betsy Bohling and passed unanimously 6-0.

Minutes and Meeting Schedule:

Minutes for May 1, 2019 had been previously distributed to the committee. Linda Stein made a motion to accept the minutes, Bartlett Harvey seconded the motion. Motion passed 6-0.

The next meetings are tentatively scheduled for August 21 and September 18 in order to be able to hear any application before the warrant closes for the October town meeting.

Meeting adjourned 8:40 p.m.

Respectfully submitted,
Carolyn Mueller
Town of Littleton
Community Preservation Committee Master Grant Agreement
with Littleton Affordable Housing Trust

This Master Grant Agreement ("Agreement") made this ___ day of ___ , 2019
by and between the Town of Littleton, a municipal corporation duly organized under the
laws of Massachusetts and having a usual place of business at 37 Shattuck Street,
Littleton, MA 01460, acting by and through its Community Preservation Committee (the
"TOWN"), and the Littleton Affordable Housing Trust established pursuant to Chapter
44, Section 55C of the Massachusetts General Laws, Article 7 of the October 30, 2017
Special Town Meeting, and under Declaration of Trust recorded with the Middlesex
South District Registry of Deeds in Book _____, Page ____ (hereinafter referred to as
the "RECIPIENT" or "TRUST"), at the same address. The purpose of this Agreement is
to provide general terms and conditions applicable to grant of funds by the Town to the
Trust from time to time during the term of this Agreement.

Witnesseth

Whereas, the TOWN's Community Preservation Committee supports the goals of the
Littleton Affordable Housing Trust to provide affordable housing in a manner consistent
with the Community Preservation Act, M.G.L. c. 44B; and

Whereas, in response thereto, the RECIPIENT is willing and able to accept Community
Preservation Act funds consistent with its purposes and powers under the Community
Preservation Act, TOWN bylaws, and the Declaration of Trust; and

Whereas, it is anticipated that Town Meeting will appropriate funds from time to time to
the TRUST as recommended by the Community Preservation Committee; and

Whereas, the TOWN and the TRUST seek to execute a master agreement consistent with
those understandings;

Now, Therefore, the TOWN and the RECIPIENT agree as follows:

1. Award. Subject to the terms of this Agreement, the TOWN agrees to award the
RECIPIENT from time to time money to fund projects consistent with the purposes as set
forth above and as further described in Grant Schedules.

2. Grant Schedule. Each Grant Schedule comprises this Agreement, the CPA
application approved by the Committee in support of any specific grant and all
documents attached thereto (the "Application"), and a certified copy of the Article at
which the project was appropriated. The Grant Schedules constitute the entire
Agreement between the parties concerning the Application and are incorporated herein.
The appendix to this Agreement contains the form of Grant Schedule to be used to
identify each Project as funded from time to time by TOWN pursuant to this Agreement.
3. **Term.** The term of this Grant Award is ten (10) years from the date of the TOWN’s execution of this Grant Agreement (the "Commencement Date.").

4. **The Work.** The Work consists of the Project as described in each Grant Schedule and the following additional conditions:

   a) Notwithstanding the TRUST’s bylaws, all funds expended pursuant to any Grant Schedule under this Agreement shall be limited to the allowable spending purposes as defined under M.G.L. c.44B.

   b) Every six months until the Completion Date of any Project, the TRUST shall provide the Community Preservation Committee with a written update on the progress toward completion of the Work. A final report, including digital photo documentation of the project where appropriate, is due within 30 days of the Completion Date.

   c) No more than thirty percent (30%) of grant funds can be used for expenses related to the administration and operation of the TRUST.

   d) Consistent with the provisions of M.G.L. c.44B Section 5(b)(2), under no circumstances shall grant funds be used to rehabilitate existing community housing units.

   e) Consistent with the provisions of M.G.L. c.44B Section 5(b)(2), when creating community housing the TRUST shall, wherever possible, reuse existing buildings or construct new buildings on previously developed sites.

   f) Consistent with the provisions of M.G.L. c.44B Section 6, the grant funds shall not replace existing TOWN operating funds nor reimburse the TOWN for services provided to the TRUST.

   g) If the grant funds are the sole funding source for the acquisition of real property, the property shall only be used for Community housing as defined in M.G.L. c.44B Section 2. In all other cases, the grant funds may be used to cover a share of the project expenses proportionate to the part of the project that will qualify as Community housing as defined in M.G.L. c.44B Section 2. The TRUST shall track the cost of the allowable scope through a reasonable means of cost estimating, and only use the grant funds for the allowable portion of the project cost.

5. **Contact.** The TRUST shall identify in writing a contact person responsible for the administration of each Project.

6. **Deed Restriction.** With respect to any real property purchased using the Funds or housing created or preserved using the grant funds, the TRUST shall execute or obtain a perpetual affordable housing restriction meeting the statutory requirements of G.L. c.184 and G.L. c.44B, §12, and running to the benefit of the TOWN. The deed restrictions
executed for each unit of housing created or preserved pursuant to this grant must be approved and accepted by the TOWN.

7. **Disbursement of Funds.** The RECIPIENT hereby acknowledges and expressly agrees that all disbursements of grant funds to the RECIPIENT shall be according to the Funds Disbursement Schedule as set forth in the Grant Schedule.

8. **Reports.** The Recipient shall provide the Community Preservation Committee with a Project Status Report, (hereinafter “PSR”) due on the first day of October each year until a Project is complete. A Project Closeout Report, including digital photo documentation of the Project where appropriate, is due with 30 days after the Completion Date. The Project Closeout Report shall be to the satisfaction of the Committee, which approval shall not be unreasonably withheld.

9. **CPC Project Liaison.** The Community Preservation Committee may designate a Project Liaison for each Project. The Project Liaison may be either a municipal employee or a consultant retained by the Committee for that purpose. The RECIPIENT shall cooperate with the Project Liaison, including providing access to the Project site at reasonable times and with reasonable notice. The Project Liaison shall serve as the agent of the Committee for the purpose of monitoring Project compliance with the terms of this Agreement and shall periodically report to the Committee regarding the progress of the Project and the compliance of the RECIPIENT with the terms of this Agreement.

10. **Records.** The RECIPIENT agrees to maintain such records with respect to utilization of the grant funds and income derived therefrom as are kept in the normal course of business and such additional records as may be required by the Committee. Said records shall be available for inspection by the TOWN during the RECIPIENT’S normal business hours. The TOWN shall be entitled to request copies of any record.

11. **Liability of the TOWN.** The TOWN’s liability hereunder shall be to make the payments as authorized by Town Meeting from time to time and the TOWN shall be under no further obligation or liability. Nothing in this Grant Agreement shall be construed to render the TOWN or any elected or appointed official or employee of the TOWN, or their successors in office, personally liable for any obligation under this Agreement.

12. **Independent Status.** The TRUST acknowledges and agrees that it is acting in a capacity independent of the TOWN.

13. **Indemnification.** The TRUST shall indemnify, defend, and hold the TOWN and its departments, committees, officers, employees, and agents harmless from and against any and all claims, demands, liabilities, actions, causes of actions, costs and expenses, including attorneys’ fees, arising out of or directly from the TRUST’s performance of any work that is the subject of a Grant Schedule or the negligence or misconduct of the TRUST or its agents or employees.
14. **Compliance with Laws and Agreement.** RECIPIENT understands and agrees that projects funded through this Agreement and Grant Schedule are made pursuant to and must comply with the requirements of the Community Preservation Act, M.G.L. c. 44B. RECIPIENT also agrees to comply with all requirements of the Grant Schedule.

15. **Permits and Licenses.** It is the obligation of RECIPIENT to obtain all permits and licenses necessary for implementation of any Project. No local permit or license is waived by an award under this Agreement and any Grant Schedule.

16. **No Liability of Town.** By making an award from time to time, the TOWN does not accept any liability whatsoever for any acts, omissions or errors associated with the funded Project. Nothing in this Grant Agreement shall be construed to render the TOWN or any of its members, or their successors in office, personally liable for any obligation under this Agreement. RECIPIENT agrees to indemnify and defend the TOWN from all claims, suits or demands, and costs and expenses, including attorney’s fees resulting from implementation of any Project.

17. **Community Preservation Act Awareness.** Upon commencement of any Project, RECIPIENT agrees to post, in an appropriate location mutually acceptable to the parties, a temporary sign stating that the Project was funded through the Town of Littleton’s Community Preservation Act Program. RECIPIENT shall also identify that the Project was funded through the Town of Littleton Community Preservation Act in its written materials about the Project, including press releases, brochures, etc. Upon completion of the Project, RECIPIENT shall post, in an appropriate location mutually acceptable to the parties, a permanent sign stating that the Project was funded through the Town of Littleton’s Community Preservation Act program.

18. **No Assignment.** This Agreement may not be assigned by RECIPIENT without prior written agreement by the TOWN.

19. **Termination.** This Agreement shall terminate upon the expiration of the Term set forth in Paragraph 3. In the event that the TRUST fails to fulfill its obligations under the terms of this Agreement as determined by the TOWN or any Grant Schedule hereunder, the TOWN shall have the right, in its sole discretion, to terminate the Grant Schedule or this Agreement upon written notice to the TRUST. Upon receipt of such notice, the TRUST shall refund all undisbursed Project Funds to the TOWN, and such funds shall be returned to the CPA account from which the Funds were appropriated.

20. **Return of Funds.** Upon completion of the Project or upon termination pursuant to Section 19, any funds granted to the RECIPIENT under the affected Grant Schedule or this Agreement and not yet expended shall be returned forthwith to the CPA account from which they were appropriated.

21. **Notice.** Any and all notices, or other communications required or permitted under this agreement, shall be in writing and delivered in hand or mailed by certified mail,
return receipt requested or by other reputable delivery service to the parties hereto at the following addresses:

If to the Recipient: Littleton Affordable Housing Trust
37 Shattuck Street
Littleton, MA 01460

If to the CPC: Town of Littleton
Community Preservation Committee
37 Shattuck Street
Littleton, MA 01460

With copies to: Town Administrator
37 Shattuck Street
Littleton, MA 01460

Town Counsel
Thomas J. Harrington
Miyares and Harrington LLP
40 Grove Street · Suite 190
Wellesley, MA 02482

22. **Severability.** If any term or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby.

23. **Governing Law.** This Agreement constitutes the entire agreement between the parties hereto and may be amended only in writing executed by both the TOWN and the RECIPIENT. Signatory below acknowledges and avers that he/she has the authority to execute this Agreement on behalf of the RECIPIENT.

SIGNATURES ON FOLLOWING PAGE
LITTLETON AFFORDABLE HOUSING TRUST,
By its Chair,

________________________________________

TOWN OF LITTLETON
COMMUNITY PRESERVATION COMMITTEE
By its Chair,

______________________________________
APPENDIX TO MASTER GRANT AGREEMENT

GRANT SCHEDULE NO. ___

RECIPIENT: Littleton Affordable Housing Trust

PROJECT NAME and CONTACT:

PROJECT DESCRIPTION:

PROJECT COMPLETION DATE:

PROJECT LOCATION:

DATE OF TOWN MEETING & WARRANT ARTICLE NUMBER:

PROJECT SPONSOR(S) (IF DIFFERENT FROM RECIPIENT):

GRANT DISBURSEMENT SCHEDULE

TOTAL GRANT AWARD AMOUNT: $
INITIAL DISBURSEMENT: $

(Made within thirty (30) days of execution of Grant Schedule)

SUBSEQUENT DISBURSEMENT(S):