

# DRAFT HOST COMMUNITY AGREEMENT

- 1. Purpose -** The purpose of this Agreement is to establish an on-going long term relationship between the Town of Hamilton, located in Essex County Massachusetts, and \_\_\_\_\_, a qualified developer and operator of affordable housing to create affordable residences within the town and aligned with the following agreement text and as per State Department of Housing and Community Development (DHCD) requirements. All units created as per this agreement shall contribute to the Town's Subsidized Housing Inventory (SHI).
- 2. Agreement Goal –** With the intent of minimizing development impact on the Town of Hamilton, the goal of this Agreement is to attain MGL 40B safe harbor status (i.e., >14 units per year as per 2013 Housing Production Plan) until such time as the Subsidized Housing Inventory (SHI) requirement of 10% is achieved. As the safe harbor number changes over time it is expected that the developer will modify their production rate to align with that variable number. \_\_\_\_\_ will obtain from DHCD written acknowledgement (and provide to the Town) that such Safe Harbor status has been accepted by the State with dates included.
- 3. Non-exclusive Agreement –** Both the Town and \_\_\_\_\_ understand that this agreement is a non-exclusive, non-binding agreement between the parties to advance the production of affordable housing in Hamilton. However, as stated the primary purpose of this Agreement is to confirm that the Town and \_\_\_\_\_ will pursue the elements of this Agreement cooperatively and in consideration of the other's "mission". Given the variability over time of the Town's stock of SHI, and the protracted nature of developing affordable housing projects, it is understood that this agreement should not be considered as an exclusive commitment by either party or the general public.
- 4. Priority for Hamilton residents –** The Town of Hamilton asserts that the agreement should prioritize the provision of affordable units for Hamilton residents, most notably senior residents fitting age and income requirements as configured by the State DHCD. Further, \_\_\_\_\_ should work to maximize local preference to the extent allowable by the Department of

Housing and Community Development and at a minimum of 70% local preference. As units lease up or sales take place \_\_\_\_\_ shall provide the Town with an annual report which provides data relative to adherence to the stated local preference policy.

5. **Perpetually Affordable Units** – All dwelling units created subject to this agreement, whether for ownership or rental, shall be perpetually affordable with appropriate deed and other restrictions assigned thereto.
6. **Town Owned Property** - The Town may make town owned property available from time to time as determined to be surplus and appropriate for affordable housing development purposes but such property must be sold at fair market value. The Town is under no obligation to provide land area but will make such provisions (i.e., advertising, competitively offering property for bid) when deemed useful and appropriate. It is understood that the need to create appropriate levels of affordable housing within the Town will require greater land area than what the Town owns. All appropriate Town, State and federal requirements relative to the sale of town owned land shall be employed in the event the town wishes to transact real property. Town property shall be sold at fair market value.
7. **Private Property Development** - The Town supports the creation of affordable housing upon privately owned property, especially if such a development can add units which would be added to the Town's subsidized housing inventory (SHI) and support the residential needs of the population of Hamilton.
8. **Taxable Properties** – The Town of Hamilton is desirous that all affordable housing projects generated by this Agreement shall be on the Hamilton tax roles and generate taxes to address the public service demands created by such projects.
9. **On-Going Communication** - Regular planning, coordination and cooperation is required of the Agreement parties with Town representatives including but not limited to the Council On Aging, Finance Committee, Hamilton Housing Authority, Hamilton Affordable Housing Trust, Planning Board, Hamilton Wenham Regional School District, Town Manager, applicable town staff and abutters parties as part of the Host Community Agreement.

- 10. Submission of Project Eligibility Letters (PEL's)** – As part of this agreement \_\_\_\_\_ will not submit PEL's to the State until the letter and appropriate project documentation have been submitted and the subject of a public hearing with the Town of Hamilton, specifically the Board of Selectmen.
- 11. Project Funding / Provisions** – The Town makes no commitment to providing funding or property for subject development projects.
- 12. Project Permitting** – Applicable Town Boards and permitting agents will undertake appropriate project processes, reviews and if appropriate approvals as projects merit such approval based on established review criteria for their respective functions. All subject projects shall comply with all appropriate and in-place requirements as imposed by Federal, State and Town regulations. The Town makes no representation that projects shall receive project review approvals.
- 13. Project Submittals and Processing** – The Developer shall undertake all actions, and prepare/submit all paperwork necessary in order to allow DHCD to determine said units as affordable and additive to the town's SHI. Such documentation shall also be provided to the Town.
- 14. Facility Maintenance** – It is required that all developments arising from this agreement shall be provided with robust on-going facility maintenance, landscaping, parking provisions and other appropriate physical maintenance of subject properties.
- 15. Project Ancillary Provisions** – It is anticipated that all such projects as are created subject to this arrangement shall provide to the general public a range of public benefits including but not limited to access to meeting spaces, communications, activities, improved and passive open space where applicable.
- 16. Agreement Termination** – the Town and \_\_\_\_\_ agree that this is an at-will agreement and can terminate as the parties deem appropriate.
- 17. Agreement Modification** – The Parties accept that the agreement may change over time to better fit the "mission" of each respective party. Further, as individual items are modified, such changes do not invalidate the remained of the agreement.

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Town Signatory

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Proponent Signatory