



## Article 16: Tax Increment Financing Agreement

- Mr. Lawson moves: that the Town take affirmative action on Article 16 as printed in the Warrant.



## Summary of Article 16

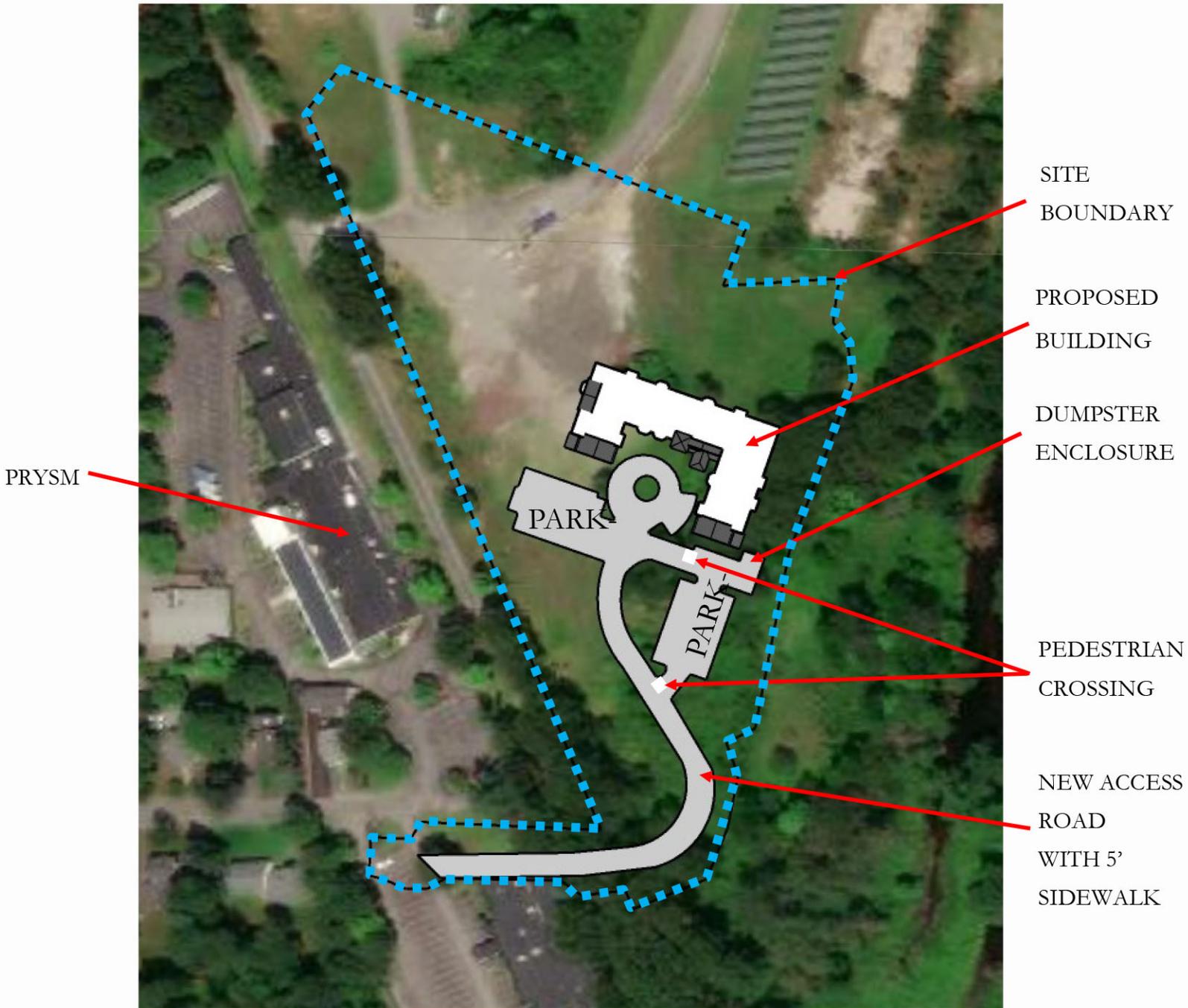
- Approve a Revised Tax Increment Financing Agreement between the Town and Junction Village ALF Limited Partnership (the revised agreement is posted online)
- Authorize the Select Board to execute the TIF Agreement



## The Project

- The project consists of 83 units of affordable assisted living housing for low, very low, and moderate-income households located at Junction Village.
- The property was given to the CHDC by the State in 2013 with restrictions that the property could only be used for affordable housing and open space.
- The proposed buildings would occupy approximately 4 acres of the site and the remaining approximately 8 acres would be protected open space.





AERIAL VIEW- CLOSEUP

■■■■■■■■■■ SITE BOUNDARY



## Previous Town Meeting Action

- At Town Meeting in 2017 a Community Preservation Committee Appropriation of \$350,000 for the Junction Village Project was approved.
- Additional CPC appropriations were approved at Town Meeting in 2018 for \$350,000 and in 2019 for \$300,000.
- Town Meeting in 2017 appropriated from Free Cash \$1,000,000 for the Junction Village Project.
- Town Meetings in 2011, 2012 and 2013 approved \$200 for pre-development, of which \$78 remains, earmarked for open space and closing details.
- The proposed Junction Village budget included an annual payment of \$75,000 to the Town as taxes and a ground lease to the CHDC.



## Current Status of the Project

- Grantham has applied to the State and received tax credits in the amount of \$7.5 million. This will yield \$6.9 in available funds.
- Grantham has also received:
  - \$3.325 Million is soft debt from DHCD (these funds are from multiple sources: Affordable Housing Trust Funds, HOME Funds, and Housing Stabilization Funds (\$750,000 is awarded each year for ten years))
  - \$485,398 from the HOME Consortium.



## How Does the TIF Work

- There is an application to the State as part of the Economic Development Incentive Program (EDIP) as a Local Incentive-Only Application.
- If granted, it allows the Select Board to create an Economic Opportunity Area at the proposed site of Junction Village.
- To be granted, certain criteria need to be met – the enabling criteria for this project is the creation of 30 full time positions from aides to an executive director
- If granted, it allows the Select Board to execute a TIF if approved at Town Meeting.



## What is Tax Increment Financing (TIF)

- A TIF allows the Town to reduce for up to a twenty-year period, the property valuation of a project resulting from its development in an Economic Opportunity Area. In so doing, the taxes assessed on the property would thereby also be temporarily reduced.
- Property valuation for the project would vary over the period based on: 1) the percentage reduction in valuation contained in the TIF, 2) the tax rate and 3) the commercial success of the project.



## An Example

- Assessor's Property Valuation (including personal property) = \$10,000,000.
- Tax Liability = \$187,000.
- TIF Valuation reduction = 60%.
- Revised Property Valuation = 4,000,000.
- Revised Tax Liability = \$75,000.



## The Actual Revised TIF

- Developed for a 15-year period.
- The property valuation is \$13,982,443
- Has a property valuation percentage reduction of 77%.
- A draft agreement is on file with the Town Clerk and is also posted on the Town website.



## Some Important Points

- The amount the project will pay in taxes if the TIF is approved is exact the amount that was proposed in the budget when the Town allocated funds to support the project.
- The tax credit investor will not purchase the credits if the project doesn't get a 15-year tax agreement which makes the project financially feasible.
- Since the Project will be restricted as affordable housing permanently, its revenues will be fixed. Because revenues are limited by regulations, they cannot invest in this affordable housing project without documented assurances of long-term financial feasibility.
- The Town is not foregoing any revenue by granting the TIF. If the TIF isn't granted, there will be no project and the Town will lose 83 units of affordable assisting living housing and \$65,000 in additional annual tax revenue and \$10,000 in ground lease fees.



## Article 16: Tax Incentive Financing Agreement

- Mr. Lawson moves: that the Town take affirmative action on Article 16 as printed in the Warrant.

**TAX INCREMENT FINANCING AGREEMENT**

**BY AND BETWEEN**

**THE TOWN OF CONCORD**

**AND**

**JUNCTION VILLAGE ALF LIMITED PARTNERSHIP**

THIS TAX INCREMENT FINANCING AGREEMENT (the "Agreement") is made this \_\_\_\_\_ of \_\_\_\_\_, 2020, by and among the TOWN OF CONCORD (hereinafter referred to as the "Town"), acting by its Board of Selectmen as authorized by vote of Town Meeting, and Junction Village ALF Limited Partnership (hereinafter referred to as the "Company").

**RECITALS**

**WHEREAS**, the Town is a municipal corporation duly organized under the laws of the Commonwealth of Massachusetts having a principal place of business at 22 Monument Square, Concord, MA 01742; and

**WHEREAS**, the Company is a Limited Partnership duly organized under the laws of in the Commonwealth of Massachusetts with a principal place of Business at 99 Pleasant Street, Marlborough, MA 01752; and

**WHEREAS**, the Company plans to commence construction of an approximately 54,000 square foot affordable assisted living located at 6X Winthrop Street, Concord, Massachusetts on property owned by Concord Housing Development Corporation – JV, LLC and shown on the attached Concord Assessors Map 8D Parcel 2013-1 (hereinafter the "Property"); and

**WHEREAS**, the Company plans to invest at the Property approximately \$19,998,525 million to develop and operate the Christopher Heights of Concord at Junction Village (hereinafter the "Project") an affordable assisted living facility featuring 83-units of low- and moderate-income housing 100% of which will contribute to the Town of Concord's Subsidized Housing Inventory; and

**WHEREAS**, the Company, as a result of the Project, intends to create 30 new permanent full-time jobs at the facility on Winthrop Street; and

**WHEREAS**, the Company intends to apply for status as a Local Incentives-Only Project under the Massachusetts Economic Development Incentive Program ("EDIP); and

**WHEREAS**, on August 17, 2020~~February 24, 2020~~, the Select Board recommended approval of this Agreement to the Concord Town Meeting; and

**WHEREAS**, on September 13~~April 27~~, 2020, the Concord Town Meeting voted to approve this Agreement; and

**WHEREAS**, the Town strongly supports increased economic development to provide additional jobs and increase the Town's Subsidized Housing Inventory with the additional affordable housing units to be created by the Project.

**NOW, THEREFORE,** in consideration of the mutual promises of the parties' contained herein and other good and valuable consideration each to the other paid, receipt of which is hereby acknowledged, the parties hereby agree as follows:

**A. THE TOWN’S OBLIGATIONS**

1. A Tax Increment Financing (“TIF”) exemption (the “Exemption”) is hereby granted to the Company by the Town in accordance with Chapter 23A, Sections 3A to 3F; Chapter 40, Section 59, and Chapter 59, Section 5, Clause Fifty-first of the Massachusetts General Laws and the applicable regulations thereto. The Exemption for real estate taxes shall be for a period of fifteen (15) years (the “Exemption Term”), commencing in the fiscal year for which the Town has increased the assessed value at the Property to the full assessed value of the Project at the Property (the first day of such fiscal year in which said full assessed valuation occurs is hereinafter referred to as the “Start Date”); and shall provide an exemption from taxation of the new incremental value of the Property resulting from the Project, as determined by the Town of Concord Assessor, as follows:

Fiscal Year	Exemption Percentage
1	77%
2	77%
3	77%
4	77%
5	77%
6	77%
7	77%
8	77%
9	77%
10	77%
11	77%
12	77%
13	77%
14	77%
15	77%
<del>16</del>	<del>77%</del>
<del>17</del>	<del>77%</del>

2. The Base Valuation shall be the assessed value of the Property for Fiscal Year 2021 in the amount of \$1,444,200.
3. The Base Valuation shall be adjusted annually by an adjustment factor, which reflects the increased values within the community, as provided in Chapter 40, Section 59 of the Massachusetts General Laws.

4. Notwithstanding the foregoing Exemption Schedule or anything in this Agreement to the contrary, the total amount of the Exemption authorized by this Agreement commencing on the date hereof, shall not exceed ~~\$2,650,000~~\$3,000,000. Once the total amount of said Exemption has reached ~~\$2,650,000~~\$3,000,000, the percentage of the Exemption shall be reduced to zero and this Agreement shall terminate at the end of the Fiscal Year in which the Exemption is reduced to zero.
5. The Assessor shall remit to the Company annually, by December 31<sup>st</sup>, a statement of the amount of the exemption for each fiscal year of this TIF Agreement.
6. The Company is also subject to Personal Property tax, which will be exempted at the same percentages as the Real Estate.

## **B. THE COMPANY'S OBLIGATIONS**

The Exemption granted to the Company by the Town hereby is in consideration of the Company's following commitments:

1. Company shall create thirty (30) new permanent full-time jobs over a three (3) year period commencing upon certificate of occupancy for the Project at 6X Winthrop Street in Concord. The Company's job retention and creation plans shall be outlined in the Employment & Job Creation section of the EDIP Local Incentive-Only Application to be submitted to the State in connection with the Company's request for a TIF exemption.
2. Provided the Company receives the necessary and appropriate governmental and regulatory approvals to do so, it shall construct an approximately 54,000 square foot 83-unit, affordable assisted living facility at the Property.
3. The Company plans to invest in the Project approximately \$19,998,525 million. The Company expects to complete the Project by April 1, 2022, and in the event of construction delays no later than April 1, 2023.
4. Subject to applicable law, the Company will use reasonable efforts, including, but not limited to, cooperating with the Massachusetts Executive Office of Labor and Workforce Development in order to identify and to hire qualified residents within the region to fill vacancies within the Company for Concord-based jobs as they develop.
5. The Company shall submit an annual report pursuant to General Laws Chapter 23A, Section 3F to the Massachusetts Economic Assistance Coordinating Council ("EACC") through the Commonwealth's on-line portal for each year of the Application designation. The annual report shall include the number of jobs created, and value of the Property capital investments and other related items with respect to the Property annually and on a cumulative basis. The Company shall submit a report as required by General Laws Chapter 40, Section 59(viii) to the Town Clerk and

EACC.

6. Subject to the provisions of this Agreement, the Company shall pay all real estate taxes owed to the Town relating to the Property in a timely fashion. The Company shall also pay the real estate taxes as assessed by the Town on any partial construction completion in full and in a timely manner.
7. In the event of any de-certification by the EACC, the Town shall discontinue the Exemption benefits described above, commencing with the fiscal year immediately following the year in which the Company was decertified by EACC.
8. The Company agrees that the Town has the right to petition the EACC to decertify the Certified Project and to revoke this Agreement if the Town acting through Select Board, determines that the Company has failed in a material way to meet any particular obligations as set forth in this Agreement, subject to the provisions of this Section B.7 and the further provisions below. Prior to taking any action to request decertification of the Project by the EACC, the Town shall give written notice of the alleged default to the Company and provide them an opportunity to meet with the Town officials to discuss a remedy for the alleged default. The Company shall have thirty (30) days from the receipt of such written notice to respond to the Town regarding any alleged default and one hundred twenty (120) days from the receipt of such written notice to remedy such alleged default.

Prior to filing any such petition for decertification the Town shall schedule a hearing and at said hearing, the Town shall consider general economic conditions, regional or industry issues affecting the Company directly or indirectly, the Company's potential ability to meet hiring projections, and any other relevant factors. If the Town is satisfied that the Company has made a good faith effort to meet its obligations under this Agreement, the parties will attempt to negotiate a mutually acceptable and reasonable resolution, which may result in amendments to the terms of the Agreement, prior to the Town filing a de-certification petition.

9. In the event of any de-certification by the EACC, the Town shall discontinue the Exemption benefits described above, commencing with the fiscal year immediately following the year for which the Company has so failed to meet its obligations.
10. In addition to discontinuance of benefits as set forth in Paragraph B.7 above, if the Agreement is decertified because the Company has failed to create and maintain thirty (30) permanent jobs at the 6X Winthrop Street location during the term of this Agreement, as required in Paragraph B.1 hereof, then pursuant to Massachusetts General Laws Chapter 23A, Section 3F(e), the Town may recapture the value of the real estate taxes not paid due to the Exemptions provided herein. Said recapture shall be made through a special assessment on the Company in the municipal fiscal year that follows the EACC's decision to revoke project certification. The assessment, payment, and collection of said special assessment shall be governed by procedures provided for the taxation of omitted property pursuant to Massachusetts General Laws Chapter 59, Section 75, notwithstanding the time period set forth in said Chapter 59 for which omitted property assessments may be imposed for each of the fiscal years included in the special assessment.
11. The matters described above as obligations of the Company are only conditions to the eligibility for tax exemptions under this agreement and do not create any enforceable obligations or covenants of the Company. The Town's sole remedies for failure by the Company to satisfy any of its obligations and conditions are the procedures set forth in paragraphs B.8 through

B.9 above.

### **C. ADDITIONAL PROVISIONS**

1. Pursuant to the provisions of Chapter 40, Section 59 of the Massachusetts General Laws and applicable regulations, this Agreement shall be binding upon the Company, its successors, assigns, and subsequent owners of the Property, so long as the Project has not been decertified by the EACC. The Company shall not convey, assign or transfer this TIF, or its rights hereunder to any third party without the express and advance written consent of the Town, which consent may not be unreasonably withheld by the Town, provided the proposed assignee provides reasonable assurances to the Town regarding the continuing operation of the Project and compliance with the terms of this Agreement. The transfer of any general or limited partnership interest in the Company, or the admission of any additional general or limited partners shall not be considered an assignment or transfer of this Agreement and shall be permitted as a matter of right.
2. The Town and the Company acknowledge and agree that there is no public construction contemplated by this Agreement and, therefore, no betterment schedule referred to in Massachusetts General Laws Chapter 40, Section 59 is required. This Agreement and the Tax Increment Financing Exemption provided for hereunder shall apply only to the Property. No other building shall be eligible for a Tax Increment Financing Exemption unless specifically approved by Concord Town Meeting.
3. This Agreement is governed by the laws of the Commonwealth of Massachusetts. If any provision of this Agreement shall be found invalid for any reason, such invalidity shall be construed as narrowly as possible and the balance of this Agreement shall be deemed to be amended to the minimum extent necessary to provide to the Town and the Company substantially the benefits set forth in this Agreement.
4. This agreement is subject to Massachusetts General Laws Chapter 23A, Sections 3A to 3F, Chapter 40, Section 59, and Chapter 59, Section 5, Clause Fifty-first and the applicable regulations thereto.
5. The time within which the Company shall be required to perform any of its obligations under this agreement shall be extended in the event the performance of such obligation is delayed by a force majeure event such as an act of God, earthquake, fire, act of terrorism, war, labor dispute, delay or restriction by a government body, or any other cause beyond the reasonable control of the Company.
6. All notices permitted or required under the provisions of the Agreement shall be in writing, and shall be sent by registered or certified mail, postage prepaid, or shall be delivered by private express carrier to the addresses listed below or at such other address as may be specified by a party in writing and served upon the other in accordance with this section. Such notices shall be deemed given when

delivered or when delivery is refused.

If intended for the Town, addressed to:

Town of Concord  
Office of the Town Manager  
24 Monument Square  
Concord, MA 01742  
Attention: Stephen Crane

with copies concurrently delivered to:

Town of Concord  
Board of Assessors  
24 Court Lane  
Concord, MA 01742

If intended for the Company, addressed to:

Junction Village ALF Limited Partnership  
99 Pleasant Street  
Marlborough, MA 01752

7. The Company agrees to allow the Town to monitor compliance with this Agreement. The Company shall provide to the Town, upon reasonable request, access to such information as the Town may deem necessary to monitor the Company's compliance including, but not limited to, income and expense information.
8. This Agreement shall not be binding and shall not go into effect until fully executed by the parties thereto, and until such time as this Agreement has been approved by the Massachusetts Economic Assistance Coordinating Council.

[SIGNATURE PAGE TO FOLLOW BELOW]

**WITNESSETH** the execution and delivery of this Agreement by the parties hereto as of the date first above written.

**TOWN OF CONCORD SELECT BOARD**

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

Date \_\_\_\_\_

**JUNCTION VILLAGE ALF LIMITED PARTNERSHIP**

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

Name: \_\_\_\_\_

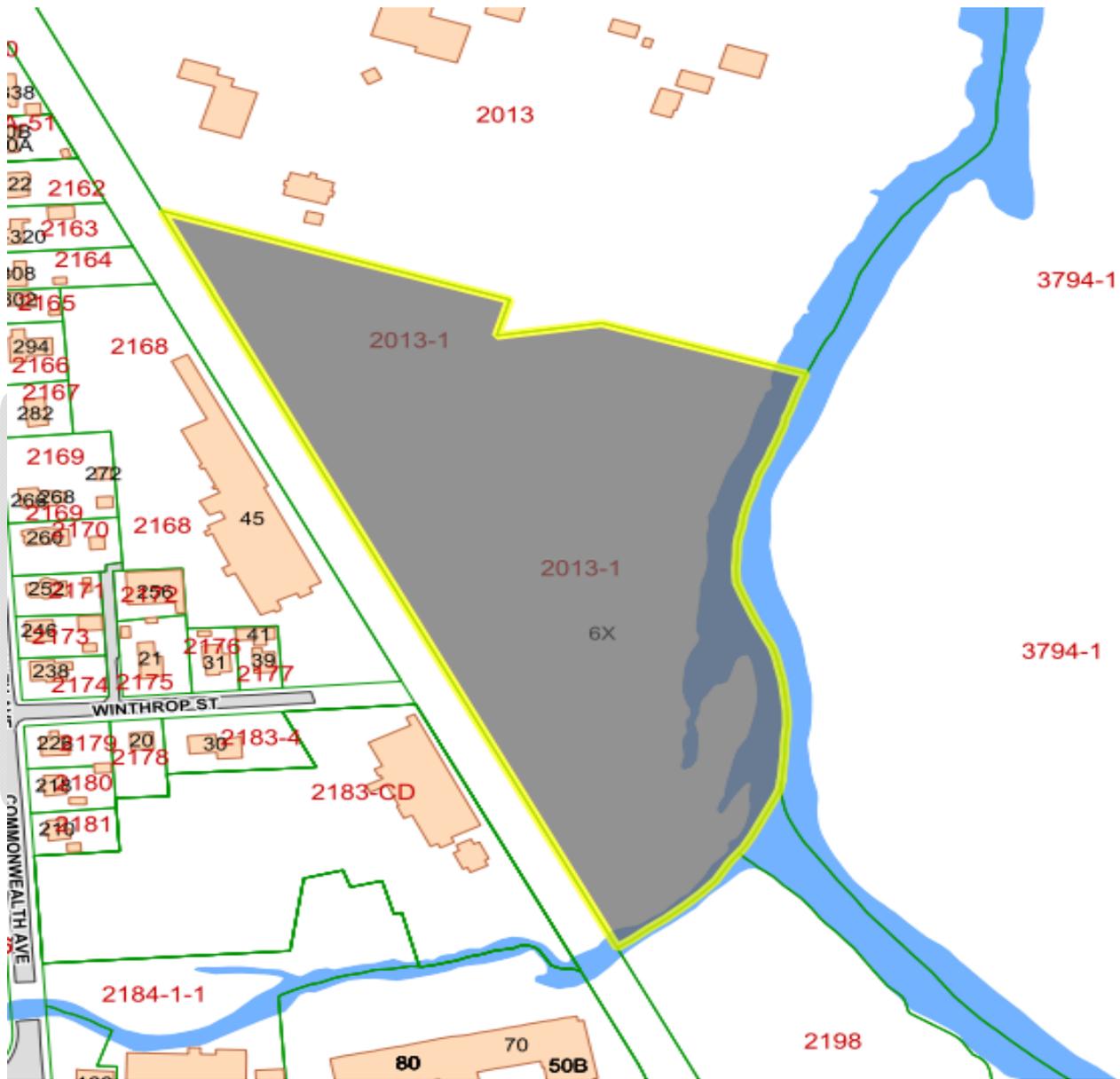
Title: \_\_\_\_\_

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

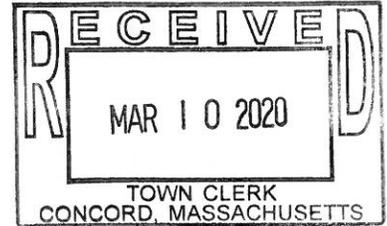


ATTACHMENT

Property Map



Map 8D Parcel1301-1



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MASSACHUSETTS OFFICE OF BUSINESS DEVELOPMENT**

**Economic Development Incentive Program (EDIP)  
LOCAL INCENTIVE-ONLY APPLICATION**

A complete application with all required attachments must be submitted in electronic form to your MOBD Regional Director by 5:00 P.M. on the application deadline date. A hardcopy with original signatures and attachments must be postmarked no later than 1 day after the submission deadline and mailed to: EDIP Manager, MOBD, 136 Blackstone Street, 5<sup>th</sup> Floor, Boston, MA 02109. **Applications that are incomplete or submitted after the deadline will not be considered at the scheduled EACC meeting, without exception.**

For assistance with this application please work with your MOBD Regional Director, local municipal officials and refer to the EDIP Guidelines and 402 CMR 2.00.

<b>PART I. COMPANY OVERVIEW</b>					
<b>1. COMPANY INFORMATION</b>					
Company Name:	Concord Heights ALF Limited Partnership D/B/A Christopher Heights of Concord				
Project Location Address:	Street Address:	6X Winthrop Street			
	City:	Concord	MA	Zip Code:	01742
FEIN # (Federal Employer Identification Number):	#To be obtained once other funding is awarded				
DUA # (Dept. of Unemployment Assistance Number):	#To be obtained once other funding is awarded				
<b>2. COMPANY CONTACT</b>					
Executive Officer/ Company Designee:	Full Name:	Walter Ohanian	Title:	Manager	
Contact (if different from above)	Full Name:	Same as above	Title:		
Contact Address:	Street Address:	99 Pleasant Street			
	City:	Marlborough	State:	MA	Zip Code: 01742
Telephone Number:	508-868-8543				
Email Address:	wohanian@grantham-group.com				

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**3. COMPANY DESCRIPTION & HISTORY**

**Please provide a brief description and history of the company.**

Christopher Heights of Concord (CHC) will be a three story building containing eighty-three (83) units. This will be the seventh affordable assisted living community developed by the Grantham Group, LLC. The Sponsor of CHC have devoted the past two decades to the promotion and development of affordable assisted living communities for frail elders of low and moderate income elders at risk of nursing home placement. There will be seventy-one (71) studio/alcove apartments and twelve (12) one bedroom apartments. The Project will be located on land known as the Junction Village site, belonging to the Concord Housing Development Corporation (CHDC), a non-profit organization whose membership is appointed by the Town of Concord. The project site itself was formerly land belonging to the Department of Corrections and was used as logistics space for MCI-Concord. The Commonwealth conveyed the Junction Village site to CHDC for the express purposes of creating affordable housing and open space. Of the 12.8 acre site conveyed to CHDC, the Project will occupy less than half the site and the balance will be maintained as public Open Space which may include walking trails and a canoe launch on the Assabet River. The Project site is currently undeveloped land situated adjacent to a discontinued railroad that has been transformed by MassDOT into the Bruce Freeman Rail Trail. To the southeast of the project site adjoins the Nashoba Brook at its confluence with the Assabet River. Access to the Site will be made via a continuation of Winthrop Street an existing public roadway adjoining the project site. The building will be owned by Concord Heights ALF Limited Partnership. A minimum of 17 units (20%) will be restricted to extremely low income residents earning less than 30% of the area median income while an additional 26 units will be restricted to residents earning less than 60% of the area median income. The remaining 40 units will be restricted to residents earning less than 150% of the area median income. As assisted living, CHC will serve the special needs of the elderly senior population. CHC will have significant short and long term economic impacts. The Project will have significant short and long-term economic impacts generating \$13,836,750 in construction spending resulting in 65 construction related jobs while creating 30 new permanent job positions that will introduce approximately \$1,200,000 in payroll into the local economy. Additionally, the facility will make estimated annual purchases of goods/services from local vendors of approximately \$155,000 +/- for raw food, maintenance repair, landscaping and snow removal, program entertainment, transportation, advertising, and administrative expenses. Finally, and perhaps most important is the fact that the Project is a priority for the Town of Concord and CHDC. It will create new housing opportunities for area seniors priced out of assisted living facilities in the area. The project has been a collaborative effort between State and Local government as well as residents of the Town. Christopher Heights has wide spread local support which is well demonstrated by the local funding committed to the Project.

**PART II. ECONOMIC DEVELOPMENT PROJECT**

**1. NATURE & PURPOSE OF PROPOSED PROJECT**

**Please provide a description of the proposed expansion project. Additionally, please explain why the local incentives are necessary for this project to move forward.**

Overall the Project will consist of approximately 54,000 square feet of living space and common area. Approximately forty-five (45) percent of the space will be dedicated to the common areas such as community and administrative space, country kitchen, the central kitchen and food preparation areas, a lobby living room and fireplace, a library, activity room, pub area and beauty parlor. All of the residential units are designed for assisted living for elderly and handicapped residents. The units will contain a galley kitchen with a microwave oven, kitchen sink, and refrigerators as well as individual bathrooms with the life safety and emergency call systems. The building itself will have central air conditioning in all of the common areas with separate through-wall air conditioning units available to residents. Heating will be provided by gas fired boilers and hot water radiation throughout the entire facility. The building will be fully elevated with two (2) three stop hydraulic elevators and will have parking for 40+ cars located in surface parking area on the site. As an assisted living

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community the project will have a significant operation budget and due to its rent restriction on the units it will need the incentive to make the project viable.

**2. PROJECT TIMELINE**

(a) Please indicate the date a Letter of Intent was sent to the municipality and cc: MOBD Regional Director:	(b) Date the applicant expects to begin the project:	(c) Date the applicant expects to complete the project:	(d) Date the applicant expects to open the facility:
1/29/2020	2/1/2021	4/1/2022	4/1/2022

**Additional Information (if necessary) on Project Timeline:** Project is awaiting an award of Low Income Housing Tax Credits from the Department of Housing and Community Development on behalf of the Commonwealth of Massachusetts.

**3. PRIVATE INVESTMENT**

Total Projected Private Investment: \$19,998,525

**Additional Information (if necessary) on Investment:**

**4. MASSACHUSETTS EMPLOYMENT**

(a) Is the applicant new to Massachusetts?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
(i) If no, where are the existing Massachusetts facilities?	Worcester, Webster, Attleboro, Marlborough, Northampton, Belchertown	N/A <input type="checkbox"/>
(b) Will the proposed economic development project require and/or trigger the closing or consolidation of any Massachusetts facilities or the elimination of any other jobs currently in Massachusetts? If yes, please give location of facility and explain.	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>  If yes, please explain:	

**5. EMPLOYMENT & JOB CREATION**

**(a) CONCORD HEIGHTS ALF LIMITED PARTNERSHIP EXISTING EMPLOYMENT AT PROJECT LOCATION**

Please indicate the number of Permanent Full-Time Jobs to be created in total and by year. If job creation timeline exceeds five years, please complete the "Extended Job Creation Schedule" and attach as an addendum.

(i) Permanent Full-Time Employment at Project Location at Date of Application:	(ii) Permanent Full-Time Employees to be Transferred from other Massachusetts Site to Project Location:	(iii) Total Permanent Full-Time Existing Jobs to be Retained at Project Location (sum of questions 5 (a) i. & ii.):
0	0	0

**Notes (if necessary) on Current Project Location Employment:**

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<b>(b) CONCORD HEIGHTS ALF LIMITED PARTNERSHIP JOB CREATION SCHEDULE AT PROJECT LOCATION</b>					
Permanent Full-Time Jobs to be Created (net new to facility and Massachusetts):	<i>Select Year 1</i>	<i>Select Year 2</i>	<i>Select Year 3</i>	<i>Select Year 4</i>	<i>Select Year 5</i>
30	15	5	10	0	0
<b>Notes (if necessary) on Job Creation:</b> Staff will be added during project lease up.					
<b>6. FACILITY</b>					
<b>(a)</b> Will the applicant own or lease/rent the facility where the business expansion/relocation will occur?		Lease <input checked="" type="checkbox"/> Own <input type="checkbox"/>			
<b>(i)</b> If leasing/renting, identify the developer/landlord and state who will be the taxpayer of record for purpose of paying local real estate taxes?		Developer of the Project is The Grantham Group, LLC. The land owner is the Concord Housing Development Corporation. The taxpayer will be Concord Heights ALF Limited Partnership			N/A <input type="checkbox"/>
<b>(b)</b> Is the site of the facility a 43D Preferred Development Site?		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, name site:			N/A <input type="checkbox"/>
<b>(c)</b> Does the applicant intend to utilize the Commonwealth's Abandoned Building Deduction? Please note: To be eligible for the deduction the building the applicant plans to inhabit must have been at least 75% vacant or unused for 24 months or more.		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, name vacancy percentage and duration: % Vacant for                      months			N/A <input type="checkbox"/>

<b>PART III. LOCAL INCENTIVE AGREEMENT INFORMATION</b>					
<b>Please work with the local municipality and your MOBD Regional Director in completing the below section.</b>					
<b>1. MUNICIPAL CONTACT</b>					
Municipal Contact:	Full Name:	Stephen Crane	Title:	Town Manager	
Contact Address:	Street Address:	22 Monument Square			
	City:	Concord	MA	Zip Code:	01742
Telephone Number:	978-318-3000				
Email Address:	scarne@concordma.gov				
<b>2. LOCAL INCENTIVE AGREEMENT</b>					
<b>(a)</b> Type of Local Incentive:	<input checked="" type="checkbox"/> Tax Increment Financing (TIF) Agreement <input type="checkbox"/> Special Tax Assessment (STA)				
<b>i)</b> Duration of Local Incentive:	20 Year Local Incentive				
<b>ii)</b> Exemption Schedule of Local Incentive:	To Be Determined%				

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iii) Start & Expiration Date of Local Incentive:  If Agreement commences upon certificate of occupancy please check box:	Start Date: 4/1/2021  Expiration Date: 3/31/2041  <input checked="" type="checkbox"/> Local Incentive Agreement commences upon certificate of occupancy and the dates represent best projections of the start & expiration of the local incentive based on the project timeline.
iv) Date Municipality Approved Local Tax Incentive or Date of Scheduled Vote:	4/28/2020
(b) Attachment A: Local Incentive Agreement Please attach a signed copy of the TIF or STA Agreement.	Attached <input type="checkbox"/>
(c) Attachment B: Municipal Vote by Authoritative Body Approving Incentive Please attach a copy of the vote approving the local incentive.	Attached <input type="checkbox"/>
(d) Attachment C: Municipal Vote by Authoritative Body Approving submission of application of the Economic Assistance Coordinating Council (EACC)	Attached <input type="checkbox"/>
(e) Exhibit 1: Local Incentive Valuation Please complete the attached exhibit detailing the estimated property tax exemption over the life of the agreement.	Complete <input type="checkbox"/>

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**PART IV. LABOR AFFIRMATION & DISCLOSURES**

**1. CERTIFICATION OF STATE & FEDERAL EMPLOYMENT LAWS**

- As an applicant requesting Certified Project approval, Concord Heights ALF Limited Partnership, affirms (check box) that this business will not unlawfully misclassify workers as self-employed or as independent contractors, and certifies compliance with applicable state and federal employment laws and regulations, including but not limited to minimum wages, unemployment insurance, workers' compensation, child labor, and the Massachusetts Health Care Reform Law, Chapter 58 of the Acts of 2006, as amended.
- As an applicant requesting Certified Project approval, Concord Heights ALF Limited Partnership, affirms (check box) that this business will not knowingly employ developers, subcontractors, or other third parties that unlawfully misclassify workers as self-employed or as independent contractors, or that fail to comply with applicable state and federal employment laws and regulations, including but not limited to minimum wages, unemployment insurance, workers' compensation, child labor, and the Massachusetts Health Care Reform Law, Chapter 58 of the Acts of 2006, as amended.

**2. COMPANY DISCLOSURE**

Within the past five years, has the applicant or any of its officers, directors, employees, agents, or subcontractors of which the applicant has knowledge, been the subject of (if yes, please provide details):

<p>(a) an indictment, judgment, conviction, or grant of immunity, including pending actions, for any business-related conduct constituting a crime under state or federal law;</p>	<p>Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p> <p>Details:</p>
<p>(b) a government suspension or debarment, rejection of any bid or disapproval of any proposed contract subcontract, including pending actions, for lack of responsibility, denial or revocation of prequalification or a voluntary exclusion agreement; or</p>	<p>Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p> <p>Details:</p>
<p>(c) any governmental determination of a violation of any public works law or regulation, or labor law or regulation or any OSHA violation deemed "serious or willful?"</p>	<p>Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p> <p>Details:</p>

COMMONWEALTH OF MASSACHUSETTS  
ECONOMIC ASSISTANCE COORDINATING COUNCIL  
MASSACHUSETTS OFFICE OF BUSINESS DEVELOPMENT

**V. AUTHORIZATION & CERTIFICATIONS**

**1. CERTIFICATE OF GOOD STANDING**

Provide proof of good tax standing in the Commonwealth of Massachusetts via a Massachusetts Department of Revenue Certificate of Good Standing for each of the businesses intending to take advantage of the state tax incentives.

\*Applications will not be reviewed by the Economic Assistance Coordinating Council until a Certificate of Good Standing has been received.

To obtain a Certificate of Good Standing visit: <https://www.mass.gov/how-to/request-a-certificate-of-good-standing-tax-compliance-or-a-corporate-tax-lien-waiver>

Attached

Date of DOR Application for Certificate of Good Standing: *Select mm/dd/yyyy*

Notes: To be obtained once other funding is awarded

**2. APPLICATION AUTHORIZATION, CERTIFICATION & ACKNOWLEDGEMENT**

*I/We, Walter Ohanian, Manager (names and titles) of the applicant business applying for "Certified Local Incentive Only Project" status from the Commonwealth of Massachusetts, Economic Assistance Coordinating Council hereby certify that I/we have been authorized to file this application and to provide the information within and accompanying this application and that the information provided herein is true and complete and that it reflects the applicant's intentions for investment, job creation and sales to the best of my/our knowledge after having conducted reasonable inquiry. I/We understand that the information provided with this application will be relied upon by the Commonwealth in deciding whether to approve "Certified Local Incentive Only Project" status and that the Commonwealth reserves the right to take action against the applicant or any other beneficiary of the Certified Local Incentive Only Project if the Commonwealth discovers that the applicant intentionally provided misleading, inaccurate, or false information. I/We make this certification under the pains and penalties of perjury. I/we agree to submit a Calendar Year Annual Report to the Massachusetts Office of Business Development to give updates on the progress of the project.*

*The signatories also hereby acknowledge that, under the Public Records law of the Commonwealth of Massachusetts, this application and all documents submitted in support thereof are public records under the provisions of Massachusetts G. L., Ch. 4, sec. 7 (26).*

Signed:

*Select mm/dd/yyyy*

<b>Name</b>	<b>Title</b>	<b>Date</b>

*Select mm/dd/yyyy*

<b>Name</b>	<b>Title</b>	<b>Date</b>

**3. DEPARTMENT OF UNEMPLOYMENT ASSISTANCE CONSENT FOR DISCLOSURE OF WAGE REPORTING INFORMATION**

COMMONWEALTH OF MASSACHUSETTS  
ECONOMIC ASSISTANCE COORDINATING COUNCIL  
MASSACHUSETTS OFFICE OF BUSINESS DEVELOPMENT

**Consent for the Disclosure of Wage Reporting Information for Federal Employment  
Identification Number (FEIN): #**

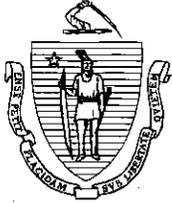
**Division of Unemployment Assistance (DUA) Number: #**

*I/We, Walter Ohanian, a duly authorized representative of Concord Heights ALF Limited Partnership and of all the other businesses listed in this Local Incentive Only Application (hereinafter "Employer"), hereby releases and gives authority to the Massachusetts Department of Unemployment Assistance, pursuant to G.L. c. 151A, §46(1), to provide the Economic Assistance Coordinating Council, upon its request, with the Employer's information, including but not limited to, wage reporting information, that is (a) necessary to verify the amount and tax year in which the Employer claims any of the Tax Incentives awarded in the Economic Development Incentive Program or Employer's fulfillment of job creation and job retention commitments as indicated in the supplemental application and job chart, or (b) otherwise necessary to ensure the proper operation or enforcement of this Agreement or the Program.*

*This authorization is effective upon date of signature and will be valid until superseded by a subsequent application or revoked in writing.*

**Signed:**

<i>Select mm/dd/yyyy</i>		
_____	_____	_____
Name	Title	Date
<i>Select mm/dd/yyyy</i>		
_____	_____	_____
Name	Title	Date



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

Charles D. Baker, Governor ♦ Karyn E. Polito, Lt. Governor ♦ Jennifer D. Maddox, Undersecretary

June 15, 2020

Walter Ohanian  
Managing Director  
The Grantham Group, LLC  
99 Pleasant Street  
Marlborough, MA 01752

RE: Christopher Heights of Concord, Concord, MA

Dear Mr. Ohanian:

On behalf of Governor Charles D. Baker, I am pleased to announce the selection of the Christopher Heights of Concord (the "Project"), located in Concord, MA, for a **Conditional Reservation** of Low-Income Housing Tax Credits. The Department of Housing and Community Development ("DHCD") is setting aside \$750,000 of its 2020, or a later year of, federal Low-Income Housing Tax Credits for the Project. This letter represents a **Conditional Reservation** of the stated amounts of tax credits. These amounts are based upon DHCD's determination that these are the lowest amounts of tax credits necessary for the feasibility of the Project. This tax credit amount is subject to DHCD review at the time a binding commitment is requested, at the time of carryover allocation (if applicable), and at the time the Project is placed in service pursuant to Section 42 of the Internal Revenue Code. At the time these subsequent reviews take place, DHCD reserves the right to reduce the tax credit amount based on DHCD's determination of the least amount of tax credits necessary for the feasibility of the Project at that time.

As of the date of this Conditional Reservation, there are insufficient 2020 federal tax credits available to fund your entire Conditional Reservation. If a sufficient amount of 2020 federal tax credits to fund your entire Conditional Reservation becomes available to DHCD through returned tax credits between the date of this Conditional Reservation and December 1, 2020, then DHCD will make an allocation of 2020 federal tax credits to the Project subject to all of the conditions set forth below. If additional 2020 federal tax credits sufficient to meet the entire Conditional Reservation do not become available, then, subject to all of the conditions set forth below, DHCD may make an allocation of a later year of federal tax credits to the Project for all or a portion of this amount and will issue, by the end of the calendar year, a binding commitment to allocate a later year of the federal Low-Income Housing Tax Credits to the Project in accordance with Internal Revenue Code Section 42(h)(1)(C) for the balance of the Conditional Reservation amount. Such binding commitment will contain conditions established by DHCD, and all such conditions must be met to DHCD's satisfaction in order for DHCD to allocate tax credits to the Project.

This Conditional Reservation is issued pursuant to and in reliance upon information presented in the Low-Income Housing Tax Credit Program/One Stop Application submitted February 20, 2020, which stated the developer shall lease 43 of the 83 units (or 51.81% of the units) in the Project to individuals or families whose income is 60% or less of the area median gross income as determined in accordance with Section 42 of the Internal Revenue Code. The Application also stated that at least 17 units would be leased to households whose incomes are at or below 30% area median gross income adjusted for family size. Should such information or any other information presented in the above-referenced application change, DHCD must be notified immediately and it reserves the right to reduce and/or withdraw this Conditional Reservation. **With the issuance of this award letter, DHCD will not permit an increase in the total developer fee, overhead, and consulting costs (as calculated in accordance with the calculation schedule provided in the 2020-2021 QAP), from the calculation submitted in the approved One Stop Application.**

**This Conditional Reservation for the Low-Income Housing Tax Credits is subject to the Project's meeting one of the following requirements:**

1) The Project is eligible for a Carryover Allocation pursuant to Section 42 of the Internal Revenue Code.

If the Project has not been Placed in Service pursuant to Section 42 of the Internal Revenue Code by the end of the calendar year in which you have credits, the Project may be eligible to receive a Carryover Allocation of tax credits if all conditions stipulated by DHCD in Attachment 1 have been met. The Project will then have two years from the date of the Carryover, in which to be Placed in Service. Documentation verifying that the conditions in Attachment 1 have been met as stipulated must be submitted to Franklin Miller, DHCD, 100 Cambridge Street, Suite 300, Boston, MA 02114 no later than **project loan closing or October 1, 2020.** DHCD expressly reserves the right to reduce or withdraw this Conditional Reservation if all conditions in Attachment 1 are not met to DHCD's satisfaction by June 30, 2021. If the Project receives a Carryover Allocation, a binding election must be made by December 1<sup>st</sup> of the year in which you have credits, whether to freeze the tax credit rate at the December rate or select the rate for the month the Project is placed in service.

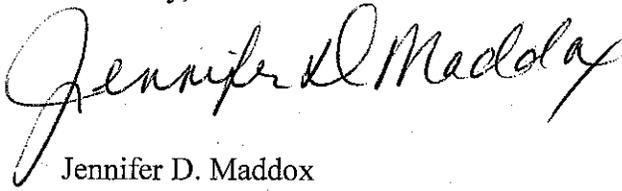
2) The Project or one or more buildings in the Project is Placed in Service pursuant to Section 42 of the Internal Revenue Code.

If the Project or one or more buildings in the Project is placed in service by the end of the calendar year in which you have credits, the Project or one or more buildings in the Project may be eligible to receive an IRS Form 8609 of credits provided that the Project satisfies all pertinent IRS and DHCD requirements. You must contact Franklin Miller in writing at the above address no later than **December 1<sup>st</sup>** of the year in which you have credits if your project will be placed in service by December 31<sup>st</sup> of that year.

All projects will be subject to annual compliance monitoring to allow DHCD to certify the Project's compliance with Section 42(g) of the Internal Revenue Code.

I am pleased by your interest in using the Low-Income Housing Tax Credit to provide affordable housing and look forward to seeing the Project move toward completion.

Sincerely,



Jennifer D. Maddox  
Undersecretary

cc: Senator Elizabeth Warren  
Senator Edward J. Markey  
Congresswoman Lori Trahan  
State Senator Michael J. Barrett  
State Representative Tami L. Gouveia

By my signature below, I acknowledge the terms and conditions of this Conditional Reservation of Tax Credits. I fully understand that the Conditions required for a Carryover Allocation and/or Binding Commitment ***must be met by the dates specified in Attachment 1 hereto or my Reservation of Tax Credits will be in jeopardy. I understand that late submission of the required documentation will result in penalty fees*** (Please sign this acknowledgment and return it to DHCD.)

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Signature

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Date

**Low-Income Housing Tax Credit Program**  
**Conditional Reservation**  
**June 15, 2020**  
**Attachment 1**

The following requirements must be met to DHCD's satisfaction by project loan closing or June 30, 2021 to be eligible to receive a Carryover Allocation and/or Binding Commitment pursuant to Section 42 of the Internal Revenue Code:

- Submission to DHCD of evidence of full financial closing by June 30, 2021. It is the Department's expectation that the closing process will not begin before January 2021.
- Submission to DHCD of a formal opinion in the format prescribed by DHCD (available on our website) from the project accountant demonstrating (1) ownership of the property by the entity receiving the tax credit allocation, and (2) certifying compliance with Section 42 of the Internal Revenue Code and Treasury Regulation 1.42-6 that more than ten percent (10%) of the Owner's total reasonably expected basis in the Project has been incurred.
- Execution of the Release and Indemnification Agreement (available on our website) by an authorized representative of the entity anticipating receiving the tax credit allocation and submission of the Agreement to DHCD. The Agreement releases and indemnifies DHCD from any loss, demand or judgment resulting from the allocation of tax credits. DHCD assumes no liability for determination of the qualified basis of any project. All tax credit developers should consult a qualified tax accountant, tax attorney, and/or syndicator to determine final eligibility for the credit.
- Execution of the Owner Certification (available on our website) by an authorized representative of the entity anticipating receiving the tax credit allocation and submission of the Certification to DHCD. Please submit a revised One-Stop Application that breaks out the rental portion of the project from the homeownership portion.
- Payment to DHCD of the tax credit commitment fee which is a portion of the tax credit processing fee. The total tax-credit processing fee is equal to 8.5% of the annual tax credit amount for for-profit developers and 4.5% of the annual tax credit amount for non-profit developers, or \$63,750. The total processing fee associated with this Project is \$63,750. The commitment fee is equal to one-third of the total processing fee minus the application fee. The amount owed by June 30, 2021 for this project is \$16,000. Please make the check payable to the Department of Housing and Community Development.
- Identification of an accountant with previous LIHTC experience acceptable to DHCD.
- Identification of a general contractor acceptable to DHCD.
- Identification of a management agent acceptable to DHCD. Please provide evidence that all key property manager(s) have received training regarding the compliance requirements of IRC Section 42.

- Submission of documentation identifying the finalized terms and conditions of all non-DHCD funding sources, including an updated One Stop. Please note that you must submit the updated One Stop in electronic and paper form.
- Submission of compliance with the Massachusetts Historical Commission.
- Submission of evidence of compliance with all recommendations contained in the Phase I Environmental Site Assessment Report.
- Submission of final plans and specifications satisfactory to DHCD including evidence:
  - that high speed internet access will be provided in all units; and
  - that the final plans and specifications meet or exceed Energy Star standards and incorporate the sustainable design features pledged in the One Stop application submitted February 20, 2020.

**Please be advised that any material changes to the plans and specifications must be reviewed and approved by DHCD.**
- Submission of an “as-is” appraisal supporting the acquisition cost carried in the approved One-Stop.
- Submission of evidence of compliance with the Massachusetts Architectural Access Board and all applicable federal, state, and local regulations regarding handicapped accessibility.
- Submission of Certificates of Lead Paint Compliance, if applicable.
- Submission of evidence of all necessary zoning approvals from the Town of Concord.
- Submission of projected Placed in Service date as agreed to in the partnership or operating agreement.
- Submission of a Fair Housing narrative describing how the marketing, tenant selection, and other applicable policies and procedures will incorporate the Department’s Fair Housing principles, including a pledge to list vacant units upon availability with Citizen’s Housing and Planning Association’s (CHAPA’s) Massachusetts Accessible Housing Registry at <http://www.chapa.org>.
- Submission of evidence that the equity contribution was competitively bid to ensure the highest yield possible.
- Commitment from a syndicator and/or investor acceptable to DHCD.
- Satisfactory market study.

## **DEVELOPMENT AGREEMENT**

**THIS DEVELOPMENT AGREEMENT** (the “Agreement” or “Development Agreement”) is entered into as of the effective date, by and between the Grantham Group, LLC., a Massachusetts limited liability company (the “Developer”) and Concord Housing Development Corporation, a Massachusetts not-for-profit corporation (“CHDC”).

### **RECITALS**

Whereas, this Development Agreement is for the purposes of setting forth the applicable development standards and other provision related to the development described herein, and is agreed to by the Parties hereto.

Whereas, the Town of Concord 2010 Housing Production Plan identified that 39% of the Town’s elderly residents have incomes below 60% of area median income and that there exists a critical shortage of affordable housing options for low- and moderate-income senior citizens. The 2010 Housing Production Plan identified that this shortage was particularly acute for housing units serving elderly, disabled, or handicapped persons and as a result wait times for these units can range from one to seven years depending upon the residency of the applicant.

Whereas, in April 2013 over two decades worth of work by the Town of Concord, the Walden Woods Foundation, and the Concord Housing Development Corporation culminated in the transfer of a 12 acre parcel of land known as the Junction Village Site (the “Site”) from the Department of Correction to the Town of Concord and Concord Housing Development Corporation for the express purpose of creating affordable housing and open space.

Whereas, in June of 2014 the CHDC selected Grantham and asked the selectmen for support in the Comprehensive Permit process in an effort to address the shortage in Concord of housing opportunities for low- and moderate-income senior citizens.

Whereas, the Concord Housing Development Corporation has selected the Grantham Group as Developer for the Site in recognition of the Grantham Group’s substantial experience in the development and management of affordable assisted living facilities in Massachusetts.

Whereas, the Grantham Group will undertake in accordance with its designation as Developer of the Site, will undertake the planning, development and construction of an approximately 55,000 square foot 83-unit affordable assisted living facility (the “Project”) on the Site as well as preserve the balance of the Site as open space and will do so as part of a Local Initiative Process.

**NOW, THEREFORE**, Grantham and Concord Housing Development Corporation, in consideration of the foregoing and the mutual covenants set forth herein, hereby agree as follows:

## **I. RESPONSIBILITIES OF DEVELOPER**

Developer shall devote all such time, effort, resources, and skill as may be necessary for the efficient development of the Project. Such responsibilities shall include but shall not be limited to the following:

### **A. Development Plan Components**

- (1) Must Meet Affordable Assisted Living Facility Project Criteria.** Developer must submit a Development Plan for the Project which at a minimum must feature the construction of a new 83-unit affordable assisted living facility on the Site. The Facility shall feature a total building square footage of approximately 55,000 square feet inclusive of individual apartment units, building common space, and other facility amenities. The Project shall be financed through a combination of the federal Section 42 Low Income Housing Tax Credit<sup>1</sup>, private conventional financing, as well as other affordable housing program funding sources to the extent that the same are available. The Project shall carry a deed restriction covenant restricting occupancy of affordable units to eligible low- and moderate-income persons in accordance with the regulatory mandate of the federal Section 42 Low Income Housing Tax Credit program consistent with the affordability restriction on the parcel.
- (2) Development Standards and Sustainability.** The Project shall be developed in accordance with the design standards established by the Commonwealth of Massachusetts Department of Housing and Community Development (“DHCD”) under the federal Section 42 Low Income Housing Tax Credit program. The Developer will submit a Development Plan for the Project that will meet the Town of Concord’s Stretch Code. It is anticipated that Project will be LEED rated thereby ensuring that the Project is affordable in terms of both occupancy and maintenance to its low- and moderate-income residents.
- (3) Execution of Ground Lease.** The Developer shall enter into a Ground Lease with Concord Housing Development Corporation for the Site for a minimum term of eighty-five (85) years for a sum not to exceed thirty-five thousand dollars per annum or such lessor amount as may be consistent with Developer’s development pro forma and CHDC’s obligation to make payments to the Town of Concord, payable to CHDC or its successors, once the Project has received its Certificate of Occupancy from the Town of Concord Building Department. The annual ground lease payment sum shall be contingent on negotiation of a real property tax abatement, a tax increment financing (“TIF”) agreement, payment in lieu of tax (“PILOT”) agreement or other agreement which reflects the reduced market value of the Project given the affordability restrictions attendant with it. The parties recognize that CHDC cannot commit the Town of Concord to enter into a TIF or PILOT agreement. The Developer and CHDC shall enter into a Ground Lease

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<sup>1</sup> 26 United State Code § 42, et seq.

prior to the submission to the Department of Housing and Community Development of any Low Income Housing Tax Credit applications by the Developer. The Ground Lease shall be executed in a manner consistent with any deed restricted use of the Site and shall include provisions ensuring public access of open space areas on the Site. The Ground Lease shall also provide that provision be made by CHDC that: a septic system providing 110 gallons of septic capacity be built on site or that stubbed sewer feeding into the Town of Concord sewerage system be made available on site. Further, the Ground lease shall ensure that stubbed utilities including water, gas, phone, and cable be made available at a mutually agreed location on site so as to facilitate future affordable housing development.

- (4) **Preservation of Open Space on Junction Village Site.** The Developer shall devise in consultation with Concord Housing Development Corporation, abutters, local residents, and other community stakeholders, on a Site Development Plan which incorporates to maximum extent practicable the preservation of existing open space on the Junction Village Site. The Developer shall ensure that the Development Plan is consistent with the need to preserve public access to the open space areas on the Junction Village Site.
- (5) **Development Plan Area Set Aside for Group Home.** The Developer shall include an area on the Site as part of the Development Plan that may be utilized in future for the purpose of developing a Group Home facility to service individuals with special needs that are clients of the Massachusetts Department of Developmental Services. The Developer shall make provision within the Development Plan to identify an area on the Site which features proximity to public utilities access to which will be built by others and is of a sufficient size to accommodate the development of a Group Home. The siting and disposition of the area for development of the Group Home shall be done in a manner such that it does not interfere with the financing or operation of the Project.
- (6) **Submission of Local Initiative Petition.** The Developer shall prepare and submit in consultation with the Concord Housing Development Corporation, the Board of Selectmen, Planning Board and Zoning Board of Appeals of the Town of Concord, a Local Initiative Petition for a comprehensive permit to the Department of Housing and Community Development in accordance with the provisions of M.G.L. c. 40B or any other alternative process deemed appropriate by the Parties in furtherance of a comprehensive permit process. As part of the Local Initiative Process, the Developer shall work with the Zoning Board of Appeals, town residents, abutters, community stakeholders, including the West Concord Advisory Committee as part of the planning process.
- (7) **Submission of Low Income Housing Tax Credit Application.** The Developer shall submit or cause to submit on behalf of the Project an application to the Department of Housing and Community Development for an annual allocation of federal Section 42 Low Income Housing Tax Credits consistent with the terms of the DHCD's annual Qualified Allocation Plan ("QAP"). In the event that Developer's initial QAP submission is not funded due to limited availability of applicable Low Income Housing Tax Credits or any other factor, Developer shall be obligated to submit subsequent applications to

DHCD for the same. The Developer's obligation to submit subsequent application shall be contingent on the receipt of local approvals for the Project and shall remain in force for four (4) years from the date of receipt of site plan approval from the Town Board or State agency responsible for providing final site plan approval for the Project.

- B. Development and Construction of Affordable Assisted Living Facility.** Upon receipt of an award of federal Low Income Housing Tax Credits from the Department of Housing and Community Development the Developer shall commence construction of the Project within eighteen (18) months of such award, provided that the Project's financing is in place. Developer shall exercise due care and expertise in the construction of the affordable assisted living facility. Developer shall ensure that Project is constructed in a manner consistent with local and state energy and building codes. Developer will ensure that the Project conforms to the design standards established by the Department of Housing and Community Development as per the regulatory requirements of the Section 42 Low Income Housing Tax Credit Program as well as the affordability restrictions imposed pursuant to the deed restrictions already existing on the Site.
- C. Operation of Assisted Living Facility, Occupancy by Low- and Moderate-Income Persons and Commitment to Affordability.** Upon completion of the Project as determined by the date of issuance of a certificate of occupancy by the Town of Concord Building Department, the Developer shall commence assisted living operations. The Developer shall create a marketing plan for the Project that is consistent with the provisions of the federal Fair Housing Act. Developer shall covenant that the Project's units will be occupied by income eligible individuals that are deemed to be low- and moderate-income persons within the meaning provided under the federal Section 42 Low Income Housing Tax Credit Program. The Developer covenants that the Project will occupied by low- and moderate-income persons and shall remain affordable in perpetuity subject to a deed restriction.

## **II. RESPONSIBILITIES OF CONCORD HOUSING DEVELOPMENT CORPORATION**

- A. Development Plan Collaboration.** CHDC shall collaborate with Developer on the creation of a Development Plan for the Site. CHDC will assist Developer as Developer performs outreach to abutters, local residents, and other community stakeholders, on a Site Development Plan. CHDC will assist Developer in the creation of a Development Plan which at a minimum shall consist of a 55,000 square foot 83-unit affordable assisted living facility and shall provide for the preservation of existing open space on the Junction Village Site.
- B. Execution of Ground Lease with Developer.** CHDC will execute a ground lease or other evidence of site control with Developer sufficient for purposes of the demonstrating "site control" within the meaning of the applicable regulations governing M.G.L. c. 40B as well as in relation to the site control criteria established under DHCD's Qualified Allocation Plan ("QAP") for the federal Section 42 Low Income Housing Tax Credit program. CHDC will enter into a Ground Lease with Developer for a term of eighty-five (85) years at a rate of not to exceed thirty-five thousand dollars annually (\$35,000). In recognition of the need for the

Developer to demonstrate adequate site control in support of a Local Initiative Petition pursuant to M.G.L. c. 40B, CHDC shall formalize a Ground Lease with Developer within a six (6) month period from the date of execution of this Agreement; provided however that this time period may be extended for an additional period of six (6) months at the election of the Developer or by mutual agreement by both Parties to this Agreement. CHDC will make reasonable efforts to assist Developer in the negotiation of a local real property tax assessment that reflects the affordable housing use of the property or CHDC shall support the Developer in its efforts to secure a tax increment financing arrangement that will serve to reduce the real property tax levy on the Project.

- C. Secure Community Preservation Act Support.** CHDC shall provide the Developer with assistance in securing locally-controlled affordable housing development funding under the Community Preservation Act.
- D. Participate in Local Initiative Petition.** CHDC shall facilitate in conjunction with the Developer community outreach activities related to the initiation of a M.G.L. 40B comprehensive permit process. CHDC shall assist Developer to work with the Board of Selectmen, Planning Board and Zoning Board of Appeals of the Town of Concord, in support of Developer's application for a Local Initiative Petition for a comprehensive permit from the Department of Housing and Community Development in accordance with the provisions of M.G.L. c. 40B. As part of the Local Initiative Process or any alternative process deemed appropriate by the Parties, CHDC shall assist Developer in its outreach to the Zoning Board of Appeals, town residents, abutters, community stakeholders, including the West Concord Advisory Committee as part of the Local Initiative Petition process.
- E. Letters of Support for Developer's Application for Low Income Housing Tax Credits.** CHDC shall provide Developer with Letters of Support in connection with Developer's QAP Application for an allocation of federal Section 42 Low Income Housing Tax Credits. CHDC shall furnish Developer with written letters demonstrating the Board of CHDC institutional support for the proposed Project. These letters of support shall be addressed to the Department of Housing and Community Development in a form to be provided if necessary by Developer.

### **III. GENERAL PROVISIONS**

- A. Term, Amendment, and Termination.** This Development Agreement shall go into effect on the date it is executed by the Developer and the CHDC (the "Effective Date"). This Development Agreement shall be effective for a term of five (5) years from the Effective Date; provided that the term shall automatically be extended for an additional two years so long as the Developer has filed an application for an allocation of federal Section 42 Low Income Housing Tax Credits during the calendar year on which the initial term of this Agreement was due to expire. Upon expiration of such period, except as may be extended as provided for above, this Agreement shall automatically terminate. No amendment to this Agreement shall be effective unless approved by both Parties in writing.

**B. Binding Effect; Assignability.** This Development Agreement shall bind and inure to the benefit of the Parties hereto and their respective successors, heirs, legatees, representatives, receivers, trustees, successors, transferees and assigns. Prior to submittal of an application for an allocation of federal Section 42 Low Income Housing Tax Credits consistent with this Agreement, Developer may not assign its interest or obligations under this Agreement without the CHDC's prior written consent, which shall not be unreasonably withheld.

Notwithstanding the foregoing, Developer may assign its interest and obligations hereunder to an affiliate or related entity owned, controlled by or under common control with Developer without necessity of CHDC's consent but only following delivery of written notice of such assignment to CHDC, together with such documents as are reasonably necessary to confirm the relationship between Developer and such affiliated entity.

**C. Representations and Warranties.** Each signatory to this Development Agreement represents and warrants that he or she has full power and authority to execute and deliver this Development Agreement on behalf of the Party for which he or she is signing, and that he or she will defend and hold harmless the other Parties and signatories from any claim that he or she was not fully authorized to execute this Development Agreement on behalf of the person or entity for whom he or she signed. Upon proper execution and delivery, this Development Agreement will have been duly entered into by the Parties, will constitute as against each Party a valid, legal and binding obligation that shall run with the land, and will be enforceable against each Party in accordance with the terms herein.

**D. Specific Performance and Enforcement.** The Parties specifically agree that damages are not an adequate remedy for breach of this Development Agreement and that the Parties are entitled to compel specific performance of all material terms of this Development Agreement by any Party in default hereof. All terms and provisions of this Development Agreement are material.

**E. Governing Law and Venue.** This Development Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts. Jurisdiction over and venue for any action arising out of or relating to this Development Agreement shall be exclusively in the state and federal courts of Middlesex County, Massachusetts. In the event of any apparent conflicts between the provisions of the local code or town ordinances and this Development Agreement, this Development Agreement shall prevail.

**F. Full Understanding.** The Parties each acknowledge, represent and agree that they have read this Development Agreement; that they fully understand the terms thereof; that they have had the opportunity to be fully advised by their legal counsel and any other advisors with respect

thereto; and that they are executing this Development Agreement after sufficient review and understanding of its contents.

- G. Counterparts; Facsimile Signatures.** This Agreement may be executed in more than one counterpart, each of which shall be deemed an original, and all of which shall constitute one and the same instrument. Facsimile signatures on this Agreement shall constitute original signatures of the Parties.
  
- H. Waiver.** The waiver by a party of a breach of any provision of this Development Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach by that party. No waiver shall be valid unless in writing and signed by the party against whom enforcement of the waiver is sought.
  
- I. Severability.** This Development Agreement does not violate any federal or state statute, rule, regulation or common law known; but any provision which is found to be invalid or in violation of any statute, rule, regulation or common law shall be considered null and void, with the remaining provisions remaining in full force and effect.
  
- J. Equal Opportunity to Participate in Drafting.** The Parties have participated and had an equal opportunity to participate in the drafting of this Development Agreement. No ambiguity shall be construed against any Party based upon a claim that the Party drafted the ambiguous language.
  
- K. Notice.** All correspondence and any notice required in this Development Agreement shall be delivered to the following parties:

**CONCORD HOUSING DEVELOPMENT CORPORATION**

**Attention:** President  
Concord Housing Development Corporation  
P.O. Box 195  
Concord, MA 01742

**With a copy to:**

**SelectBoard  
Town House  
Concord, MA 01742**

**THE GRANTHAM GROUP, LLC.**

**Attention:** Walter Ohanian, Managing Director

The Grantham Group, LLC.  
99 Pleasant Street  
Marlborough, MA 01752

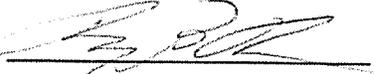
**With a copy to:**

Daniel F. Lenzo, Esq  
Counsel to the Grantham Group, LLC.  
~~109 State Street, Suite 404~~ 12 Hayloft Lane  
~~Boston MA 02109~~ Marshfield, MA 02050

**L. Final and Complete Agreement.** This Development Agreement constitutes the final and complete expression of the Parties on the development standards governing the Developer's development of the Site. This Development Agreement may not be modified, interpreted, amended, waived or revoked orally, but only by a writing signed by all Parties. This Development Agreement supersedes and replaces all prior agreements, discussions and representations on all subjects discussed herein, without limitation. No Party is entering into this Development Agreement in reliance on any oral or written promises, inducements, representations, understandings, interpretations or agreements other than those contained in this Development Agreement.

**M. Execution and Effective Date.** The Effective Date of this Agreement is the date on which it is executed by the Developer and CHDC representatives. The following representatives of the Parties are authorized to, and do hereby, execute on behalf of the party so indicated.

**Concord Housing Development Corporation**

By: 

Its: Co-President

Date: 2-17-16

**The Grantham Group, LLC.**

By: 

Its: Managing Director

Date: 2/23/16

## MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (the "Agreement") is entered into by and between the Town of Concord, Massachusetts (the "Town"), acting by and through its Town Manager, as authorized by its Select Board (the "Select Board"), the Concord Housing Development Corporation ("CHDC"), and the Grantham Group, LLC (the "Developer"). The Agreement represents the understanding between the Town, the Developer, and CHDC (collectively the "Parties") with respect to Developer's proposal to construct an 83-unit affordable assisted living development (the "Project") on approximately six acres of land comprising a portion of Parcel 2013-1 on the Town of Concord's Assessors' Map, which parcel is located at 6X Winthrop Street in West Concord, Massachusetts (the "Site"). The Site is owned by CHDC and leased to the Developer for 99 years pursuant to a Ground Lease to be entered into substantially on the terms and conditions of the Development Agreement of CHDC and the Grantham Group dated February 22, 2016. A plan of the Site is attached hereto as **Exhibit A**.

### RECITALS

WHEREAS: CHDC received title the Site and remainder of Parcel 2013-1 from the Commonwealth of Massachusetts in 2013 subject to a restriction that the Site be used for a development project comprised of 100% affordable housing units or open space, and pursuant to which deed the land will revert to the Commonwealth if said conditions are not met;

WHEREAS: The Developer intends to request that the Town grant all necessary permits to build the Project;

WHEREAS: The Developer has applied, or will apply, for federal low income housing tax credits and other public funding in support of the Project;

WHEREAS: The Select Board has requested, and the Concord Community Preservation Committee ("CPC") has recommended, that the 2017 Concord Annual Town Meeting appropriate Community Preservation Act ("CPA") funding in the amount of three hundred and fifty (\$350,000) dollars and in the following two years will request additional CPA funding to bring the total to one million (\$1,000,000.00) dollars for the Project (the "CPA Amount"); and

WHEREAS: The Select Board has requested that the Concord Town Meeting appropriate an additional one million (\$1,000,000.00) dollars from the Town's General Fund to support the Project (the "General Fund Amount", together with the CPA Funding, the "Town Funds");

NOW, THEREFORE, in consideration of the mutual promises of the Parties contained herein and other good and valuable consideration, the receipt of which is acknowledged, the Parties hereby agree as follows:

1. CHDC and the Developer hereby acknowledge that the Town's payment of all or a portion of the Town Funds is subject to appropriation by Concord Town Meeting. Nothing herein shall constitute a commitment to provide funding not yet appropriated by Concord Town Meeting for the Project.
2. The Project must be constructed in conformance with all Federal, State, and local laws, rules, regulations permits and approvals including, without limitation, any and all Special Permits granted by the Concord Zoning Board of Appeals. Notwithstanding the foregoing, nothing in this Agreement shall require the Town or any board, committee, department or official thereof to grant any permit or approval required for the construction of the Project.

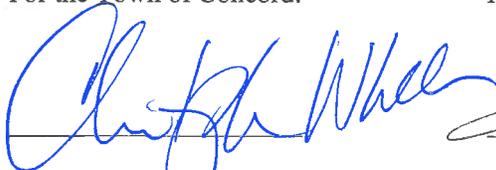
3. The Developer shall bear, or seek funding from sources other than the Town for, any and all costs of the Project, including but not limited to, construction expenses, site development costs or soil remediation costs. The Developer anticipates that these costs shall total \$17,351,533.
4. As required by the deed from the Commonwealth conveying the Site to CHDC, 100% of the units created by the Project will be affordable and will count towards the Town of Concord's subsidized housing inventory ("SHI"); 17 of the units shall be affordable at or below 30% of median household income; 26 of the units shall be affordable at or below 60% of median household income; and 40 of the units shall be affordable at or below 150% of median household income.
5. The CHDC and the Developer agrees that the Project will conform to all of the requirements of the CPC in the use of the CPA Amount, and shall be subject to the Town's standard CPA funding agreement.
6. Roadway and other improvements on the Site will be built by the Developer, at the Developer's expense, and will conform to the Town's specifications, including the Town's specifications for subdivision roads pursuant to the Concord Planning Board's Subdivision Rules and Regulations, and in compliance with all other applicable laws, rules, regulations, and the terms of any Federal, State, or local permits and approvals.
7. CHDC commits to working with the Concord Natural Resources Commission, the Sudbury Valley Trustees and the Concord Land Trust toward the goal of creating a permanent Conservation Restriction, providing for public access, on the portions of the Site not used for the development of the Project.
8. To the greatest extent permitted by law and program requirements for the development of affordable housing of the Commonwealth of Massachusetts, the Developer shall maximize the number of units in the Project offered on a preferential basis to Concord residents.
9. The Developer agrees to minimize disruption to neighborhood during Project construction by conforming to time of work requirements set by the Town, meeting with neighbors to resolve conflicts, and limiting off-Site noise, dust, and litter from the Project.
10. The CHDC agrees that no additional buildings will be constructed on the Site other than those permitted as part of the Project.
11. The Developer agrees not to request any financial support from the Town other than the Town Funds for the construction and development of the Project and acknowledges that the Town is under no obligation to provide any additional financial support; provided however, that this provision shall not apply to bar the Developer from seeking additional Town approvals to allow for the disbursement of the Town Funds.
12. The Developer and CHDC agree to view the Town Funds as a deferred subordinated loan that will be structured according to the terms and conditions imposed by the Commonwealth's Affordable Housing Trust Fund as administered by MassHousing. The Town shall not disburse any Town Funds to the Developer until the Developer has closed on all debt and equity financing necessary for the Project. The Developer agrees that, thereafter, not more than 50% of the Town Funds shall be disbursed to the Developer prior to the issuance of a Certificate of Occupancy for the Project from the Town's building commissioner. The Town shall disburse the balance of the appropriated Town Funds to the Developer upon the

Developer's procurement of a certificate of occupancy from the Town's building commissioner for the Project.

13. The Town agrees to work with the Massachusetts Department of Transportation ("MassDOT") and the Massachusetts Department of Corrections ("DOC") to secure permission for Developer's construction vehicles to use MassDOT and DOC property for access to the Site during the period of construction. Developer and CHDC agree and acknowledge that such permission is not within the Town's control to grant, and that the Town's failure to obtain such permission shall in no way alter the Parties' rights and obligations under this Agreement.
14. No party shall assign its rights or obligations under this Agreement without the prior written consent of all other Parties which may be withheld in any party's sole discretion, provided, however, that the Developer may assign its rights and obligations under this agreement to an entity entirely owned and controlled by the Developer formed to act as the ground tenant of the Site with the Town's prior written consent, which consent, in that case may not be unreasonably withheld.

The Parties enter this Agreement into this 11th day of April 2017.

For the Town of Concord:



Christopher Whelan  
Town Manager

For the CHDC:



Philip Posner  
Chair, CHDC

For the Developer:



Walter Ohanian,  
Managing Director  
Grantham Group, LLC

### Effect of Changing the Exemption %

	Current TIF Proposal					
Term	17	17	17	17	17	17
Exemption %	77%	35%	39%	40%	45%	50%
Taxes at full Assessed Value	\$178,419	\$178,419	\$178,419	\$178,419	\$178,419	\$178,419
Taxes after Exemption	\$41,036	\$115,972	\$109,728	\$107,051	\$98,130	\$89,210
Total Value to Grantham of the Exemption	\$2,335,505	\$1,061,593	\$1,167,752	\$1,213,249	\$1,364,905	\$1,516,562
% Change (what Grantham gets as a % of what they requested)	100%	45%	50%	52%	58%	65%

### Effect of Changing the Term

	Current TIF Proposal					
Term	17	15	10	8.5	7	5
Exemption %	77%	77%	77%	77%	77%	77%
Taxes at full Assessed Value	\$178,419	\$178,419	\$178,419	\$178,419	\$178,419	\$178,419
Taxes after Exemption	\$41,036	\$41,036	\$41,036	\$41,036	\$41,036	\$41,036
Total Value to Grantham of the Exemption	\$2,335,505	\$2,060,739	\$1,373,826	\$1,167,752	\$961,678	\$686,913
% Change (what Grantham gets as a % of what they requested)	100%	88%	59%	50%	41%	29%



## Rental OneStop

Organization: The Grantham Group, LLC

OS-R-The Granth-06642

### Sources, Construction Estimates

#### Sources of Funds

Private Equity:	(a)	(c)	(d)
	Equity	Credit Applied	Credit Awarded
493. Developer's Cash Equity	\$0		
494. Federal LIHTC Equity	\$6,900,000.00	\$750,000.00	
495. State LIHTC Equity	\$0	\$0	
496. Federal Historic Equity	\$0	\$0	
497. State Historic Equity	\$0	\$0	
498. Developer's Fee/Overhead Contributed	\$0		
499. Developer's Fee/Overhead Loaned	\$0		
500. Other Source: 0	\$0		
501. <b>Total Private Equity</b>	<b>\$6,900,000.00</b>		

Public Equity:	(a)	(b)
	Amount	
502.	0	\$0
503.	0	\$0
504.	0	\$0
505.	0	\$0
506.	0	\$0
507. <b>Total Public Equity</b>		<b>\$0</b>

#### Subordinate Debt

Subordinate DHCD State Debt	(a)	(b)	(c)	(d)	(e)	(f)
	Requested Amount	Rate (%)	Term (yrs)	Old Debt Carried Forward Amount	Rate (%)	Term (yrs)
508. AHTF	\$1,500,000.00	0	30	\$0	0	0
509. CATNHP	\$0	0	0	\$0	0	0
510. CIPF	\$0	0	0	\$0	0	0
511. CBH	\$0	0	0	\$0	0	0
512. HPSTF	\$0	0	0	\$0	0	0
513. FCF - DMH	\$0	0	0	\$0	0	0
514. FCF - DDS	\$0	0	0	\$0	0	0
515. HIF	\$0	0	0	\$0	0	0
516. HOME	\$825,000.00	0	30	\$0	0	0
517. HSF	\$1,000,000.00	0	30	\$0	0	0
518. NFIT	\$0	0	0	\$0	0	0
519. NHTF	\$0	0	0	\$0	0	0
520. TOD	\$0	0	0	\$0	0	0
521. TCAP	\$0	0	0	\$0	0	0



## Rental OneStop

Organization: The Grantham Group, LLC

OS-R-The Granth-06642

### Sources, Construction Estimates

522. TCX		\$0	0	0	\$0	0	0
523. DHCD	0	\$0	0	0	\$0	0	0
Other(1):							
524. DHCD	0	\$0	0	0	\$0	0	0
Other(2):							
525. AHPDF	0	\$0	0	0	\$0	0	0
526. DHCD	0	\$0	0	0	\$0	0	0
Other(5):							
527. Total Subordinate DHCD Debt:		<b>\$3,325,000.00</b>			<b>\$0</b>		

### Subordinate Debt Other:

	(a) Source	(b) Amount	(c) Rate (%)	(d) Term (yrs)
528.	0	\$0	0	0
529.	West Metro HOME Consortium	\$485,398.00	0	30
530.	CPC Town of Concord Funds	\$2,000,000.00	0	80
531.	0	\$0	0	0
532.	0	\$0	0	0
533.	0	\$0	0	0
534.	0	\$0	0	0
535.	MHOF	\$0	0	0
536. Total Subordinate Other Debt:		<b>\$2,485,398.00</b>		
537. Total Subordinate Debt:		<b>\$5,810,398.00</b>		

### Permanent Debt (Senior):

(a) Source	(b) Amount	(c) Rate	(d) Override	(e) Term	(f) Amortization	(g) MIP	(h) Deferred Payment Loan
538. MHFA(1)	0	\$0	0	0	0	0%	Yes No
539. MHFA(2)	0	\$0	0.00	0	0	0%	Yes No
540. MHP Fund Permanent Loan		\$0	0.00	0	0	0%	Yes No
541. Other	Bank Financing	\$7,288,127.00	6.00	0	15	30	0% Yes <input checked="" type="checkbox"/> No
542. Other	0	\$0	0.00	0	0	0%	Yes No

543. Total Permanent Senior Debt: **\$7,288,127.00**

544. Total Permanent Sources: **\$19,998,525.00**



## Rental OneStop

Organization: The Grantham Group, LLC

OS-R-The Granth-06642

### Sources, Construction Estimates

#### Construction Period Financing:

	(a)	(b)	(c)	(d)
		Amount	Rate(%)	Term
545. Construction Loan		\$11,227,496.00	6	36
546. Source:	Bank Financing			
547. Repaid at:	Breakeven Operations	(event)		
	(a)	(b)	(c)	(d)
		Amount	Rate(%)	Term
548. Other Interim Loan		\$0	0	0
549. Source:	0			
550. Repaid at:	0	(event)		
	(a)	(b)	(c)	(d)
		Amount	Rate(%)	Term
551. Syndication Bridge Loan		\$0	0	0
552. Source:	0			
553. Repaid at:	0	(event)		

#### Uses of Funds

	(a)	(b)
<b>Direct Construction:</b>		
554. Who prepared the estimates?	Bowdoin Construction	
555. Basis for estimates?	Davis Bacon and State Prevailing Wage Not Applicable	
556. What is your basis for construction cost estimates? Ex: 50% construction drawings.		50%

DV	Trade Item	Residential (a)	Commercial (b)	Total (c)	Description (d)
557. 3	Concrete	\$577,835.00	\$0	\$577,835.00	0
558. 4	Masonry	\$166,400.00	\$0	\$166,400.00	0
559. 5	Metals	\$190,164.00	\$0	\$190,164.00	0
560. 6	Rough Carpentry	\$1,782,716.00	\$0	\$1,782,716.00	0
561. 7	Waterproofing	\$173,638.00	\$0	\$173,638.00	0
562. 6	Finish Carpentry	\$538,429.00	\$0	\$538,429.00	0
563. 7	Insulation	\$100,916.00	\$0	\$100,916.00	0
564. 7	Roofing	\$200,893.00	\$0	\$200,893.00	0
565. 7	Sheet Metal and Flashing	\$0	\$0	\$0	Included with Roofing



## Rental OneStop

Organization: The Grantham Group, LLC

OS-R-The Granth-06642

### Sources, Construction Estimates

566.	7	Exterior Siding	\$0	\$0	\$0	Included with Rough
567.	8	Doors	\$262,210.00	\$0	\$262,210.00	0
568.	8	Windows	\$101,496.00	\$0	\$101,496.00	0
569.	8	Glass (Glazing & Storefront)	\$60,788.00	\$0	\$60,788.00	0
570.	9	Drywall Gypsum Board Systems	\$649,620.00	\$0	\$649,620.00	0
571.	9	Tile Work	\$0	\$0	\$0	Included with Carpet
572.	9	Acoustical	\$93,600.00	\$0	\$93,600.00	0
573.	9	Wood Flooring	\$0	\$0	\$0	N/A
574.	9	Resilient Flooring	\$0	\$0	\$0	Included with Carpet
575.	9	Carpet	\$268,003.00	\$0	\$268,003.00	0
576.	9	Paint & Decorating	\$214,723.00	\$0	\$214,723.00	0
577.	10	Specialities	\$132,894.00	\$0	\$132,894.00	0
578.	11	Cabinets	\$0	\$0	\$0	Included with Finish Carpentry
579.	11	Special Equipment	\$117,107.00	\$0	\$117,107.00	0
580.	11	Appliances	\$72,524.00	\$0	\$72,524.00	0
581.	12	Blinds	\$42,354.00	\$0	\$42,354.00	0
582.	13	Special Construction	\$0	\$0	\$0	0
583.	14	Elevator or Conveying System	\$310,648.00	\$0	\$310,648.00	0
584.	15	Plumbing & Hot Water	\$1,308,320.00	\$0	\$1,308,320.00	0
585.	15	Heat & Ventilation	\$1,365,416.00	\$0	\$1,365,416.00	0
586.	15	Air Conditioning	\$0	\$0	\$0	Included with HVAC
587.	15	Fire Protection	\$234,000.00	\$0	\$234,000.00	0
588.	16	Electrical	\$1,398,800.00	\$0	\$1,398,800.00	0
589.	0	Maintenance Building	\$0	\$0	\$0	N/A
590.	0	Community Center Building	\$0	\$0	\$0	N/A
591.	0	Other/misc.	\$78,000.00	\$0	\$78,000.00	0
592.		<b>Subtotal Structural</b>	<b>\$10,441,494.00</b>	<b>\$0</b>	<b>\$10,441,494.00</b>	<b>0</b>
593.	2	Earth Work	\$1,509,137.00	\$0	\$1,509,137.00	0
594.	2	Site Utilities	\$0	\$0	\$0	0
595.	2	Road & Walks	\$0	\$0	\$0	0
596.	2	Site Improvement	\$45,005.00	\$0	\$45,005.00	0
597.	2	Geotechnical Conditions	\$0	\$0	\$0	0
598.	2	Landscaping	\$208,547.00	\$0	\$208,547.00	0
599.	2	Environmental Remediation	\$0	\$0	\$0	0
600.	2	Demolition	\$0	\$0	\$0	0
601.	2	Unusual Site Conditions	\$0	\$0	\$0	0
602.		<b>Subtotal Site Work</b>	<b>\$1,762,689.00</b>	<b>\$0</b>	<b>\$1,762,689.00</b>	<b>0</b>
603.		<b>Total Improvements</b>	<b>\$12,204,183.00</b>	<b>\$0</b>	<b>\$12,204,183.00</b>	<b>0</b>
604.	1	General Conditions	\$456,167.00	\$0	\$456,167.00	0
605.	0	Payment and Performance Bond	\$165,000.00	\$0	\$165,000.00	0



## Rental OneStop

Organization: The Grantham Group, LLC

OS-R-The Granth-06642

### Sources, Construction Estimates

606.	Building Permits	\$175,000.00	\$0	\$175,000.00	0
607.	<b>Subtotal</b>	<b>\$796,167.00</b>	<b>\$0</b>	<b>\$796,167.00</b>	<b>0</b>
608. 1	Builder's Overhead	\$432,621.00	\$0	\$432,621.00	0
609. 1	Builder's Profit/Fee	\$403,779.00	\$0	\$403,779.00	0
610.	<b>Total</b>	<b>\$13,836,750.00</b>	<b>\$0</b>	<b>\$13,836,750.00</b>	<b>0</b>
611.	Total Cost/Square Feet	253.20	0.00	253.20	0
612.	Gross Square Footage	54648			

Gross Square Footage is the floor area within the inside perimeter of the exterior walls of the building under consideration, including corridors, stairways, closets, the thickness of interior walls, columns, area of basements, enclosed parking garages, or other features. The floor area of a building, or portion thereof, not provided with surrounding exterior walls shall be the usable area under the horizontal projection of the roof or floor above. The gross floor area shall not include vents, shafts with no openings, interior courts, crawl spaces or attics.

613. Optional User Comments

0



## Rental OneStop

Organization: The Grantham Group, LLC

OS-R-The Granth-06642

### Development Budget, Gross Syndication Investment, Capitalized Reserves, and Debt Service Requirements

#### Development Budget:

	<i>Residential</i>	<i>Commercial</i>	<i>Total Comments</i>	
	(a)	(b)	(c)	(d)
614. Acquisition: Land	\$0	\$0	\$0	0
615. Acquisition: Building	\$0	\$0	\$0	0
616. <b>Acquisition: Subtotal</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	
617. Direct Construction Budget	<b>\$13,836,750.00</b>	<b>\$0</b>	<b>\$13,836,750.00</b>	0
618. Construction Contingency	\$690,000.00	\$0	\$690,000.00	\$0
619. Percent Construction Contingency	4.99%	0.00%	4.99%	
620. <b>Subtotal: Construction</b>	<b>\$14,526,750.00</b>	<b>\$0</b>	<b>\$14,526,750.00</b>	
<b>General Development Costs:</b>				
621. Architecture and Engineering	\$715,000.00	\$0	\$715,000.00	0
622. Survey and Permits	\$15,000.00	\$0	\$15,000.00	0
623. Clerk of the Works	\$210,000.00	\$0	\$210,000.00	0
624. Environmental Engineer	\$0	\$0	\$0	0
625. FF&E	\$550,000.00	\$0	\$550,000.00	0
626. Bond Premium	\$0	\$0	\$0	0
627. Legal	\$125,000.00	\$0	\$125,000.00	0
628. Title and Recording	\$40,000.00	\$0	\$40,000.00	0
629. Accounting & Cost Cert.	\$40,000.00	\$0	\$40,000.00	0
630. Marketing & Rent Up	\$800,000.00	\$0	\$800,000.00	Operational losses: Staff wages, operational expenses, and debt payment.
631. Real Estate Taxes	\$0	\$0	\$0	0
632. Insurance	\$90,000.00	\$0	\$90,000.00	0
633. Relocation	\$0	\$0	\$0	0
634. Appraisal	\$20,000.00	\$0	\$20,000.00	0
635. Security	\$0	\$0	\$0	0



## Rental OneStop

Organization: The Grantham Group, LLC

OS-R-The Granth-06642

### Development Budget, Gross Syndication Investment, Capitalized Reserves, and Debt Service Requirements

636.	Construction Loan Interest	\$235,000.00	\$0	\$235,000.00	0
637.	Predevelopment Loan Interest & Fees	\$0	\$0	\$0	0
638.	Inspecting Engineer	\$35,000.00	\$0	\$35,000.00	0
639.	Fee to: DHCD Fees	\$18,750.00	\$0	\$18,750.00	0
640.	Fee to: EOECA Certification	\$10,500.00	\$0	\$10,500.00	0
641.	LIHTC Fees:	\$63,750.00		\$63,750.00	
642.	Mortgage Insurance Premium	\$0	\$0	\$0	0
643.	Credit Enhancement Fees	\$0	\$0	\$0	0
644.	Letter of Credit Fees	\$0	\$0	\$0	0
645.	Other Financing Fees	\$0	\$0	\$0	0
646.	Development Consultant	\$200,000.00	\$0	\$200,000.00	0
647.	Other Consulting Fees <sup>0</sup>	\$0	\$0	\$0	0
648.	Other Consulting Fees <sup>0</sup>	\$0	\$0	\$0	0
649.	Other Consulting Fees <sup>0</sup>	\$0	\$0	\$0	0
650.	Other Consulting Fees <sup>0</sup>	\$0	\$0	\$0	0
651.	Other Non-Consulting Fees				
	0	\$0	\$0	\$0	0
652.	Other Non-Consulting Fees				
	0	\$0	\$0	\$0	0
653.	Other Non-Consulting Fees:				
	0	\$0	\$0	\$0	0
654.	Other Non-Consulting Fee:				
	0	\$0	\$0	\$0	0
655.	Soft Cost Contingency	\$203,775.00	\$0	\$203,775.00	0
656.	<b>Subtotal: Gen. Dev.</b>	<b>\$3,371,775.00</b>	<b>\$0</b>	<b>\$3,371,775.00</b>	
657.	<b>Subtotal: Acquis., Const., and Gen. Dev.</b>	<b>\$17,898,525.00</b>	<b>\$0</b>	<b>\$17,898,525.00</b>	



## Rental OneStop

Organization: The Grantham Group, LLC

OS-R-The Granth-06642

### Development Budget, Gross Syndication Investment, Capitalized Reserves, and Debt Service Requirements

658.	Capitalized Reserves	\$800,000.00	\$0	\$800,000.00	0
659.	Developer Overhead	\$500,000.00	\$0	\$500,000.00	0
660.	Developer Fee	\$800,000.00	\$0	\$800,000.00	0
661.	<b>Total Development Cost</b>	<b>\$19,998,525.00</b>	<b>\$0</b>	<b>\$19,998,525.00</b>	
662.	<b>TDC per Unit</b>	<b>\$240,946.08</b>	<b>\$0</b>	<b>\$240,946.08</b>	
663.	<b>TDC Net</b>	<b>\$19,198,525.00</b>	<b>\$0</b>	<b>\$19,198,525.00</b>	
664.	<b>TDC Net per Unit</b>	<b>\$231,307.53</b>	<b>\$0</b>	<b>\$231,307.53</b>	
665.	<b>TDC Affordable Units</b>	\$0			
666.	<b>TDC Net Affordable Units</b>	\$0			
667.	<b>TDC Market Units</b>	\$0			
668.	<b>TDC Net Market Units</b>	\$0			
669.	<b>Consultant Fee as % of TDC</b>	<b>1.01%</b>	<b>0.00%</b>	<b>1.01%</b>	
670.	Maximum DHCD Soft-Subsidy Developer Fee and Overhead:			<b>\$2,312,315.63</b>	
671.	Maximum LIHTC Developer Fee and Overhead:			<b>\$1,969,852.50</b>	

Click [HERE](#) if you wish to verify your calculation.

Please note that consulting fees are considered as part of your developer fee and overhead.

Please identify sources paying for commercial costs:

		Amount	
		(a)	(b)
672.	Source #1:	0	\$0
673.	Source #2:	0	\$0
674.	Source #3:	0	\$0
675.	Source #4:	0	\$0
676.	Source #5:	0	\$0

HOME, Federal LIHTC Equity and State Bonded Fund sources cannot pay for commercial costs



## Rental OneStop

Organization: The Grantham Group, LLC

OS-R-The Granth-06642

### Development Budget, Gross Syndication Investment, Capitalized Reserves, and Debt Service Requirements

#### Additional Detail on Development Pro-Forma:

677. Gross Syndication Investment \$0

#### Off-Budget Costs:

678. Syndication Legal \$0

679. Syndication Fees \$0

680. Syndication Consultants \$0

681. Bridge Financing Costs \$0

682. Investor Servicing (capitalized) \$0

683. Other Syndication Expenses \$0

684. **Total Off-Budget Syndication Costs** **\$0**

685. **Net Syndication Investment** **\$0**

*Value above should match Federal LIHTC Equity figure on Page 1*

686. Current Reserve Balance \$0

#### Reserves (capitalized)

	Residential	Commercial	Total	
	(a)	(b)	(c)	
687. Replacement Reserves	\$0	\$0	\$0	
688. Initial Rent-Up Reserves	\$0	\$0	\$0	
689. Operating Reserves	\$800,000.00	\$0	\$800,000.00	
690. Net Worth Account	\$0	\$0	\$0	
691. Other Capitalized Reserves	\$0	\$0	\$800,000.00	Type of Reserve(s): 0
692. Other Reserves	\$0	\$0	\$0	Type of Reserve(s): 0
693. Other Reserves	\$0	\$0	\$0	Type of Reserve(s): 0
694. <b>Subtotal: Capitalized Reserves</b>	<b>\$800,000.00</b>	<b>\$0</b>	<b>\$800,000.00</b>	
695. Sponsor Letter of Credit Requirements	\$0	0		
696. Sponsor Letter of Credit Requirements	\$0	0		
697. <b>Total of Above</b>	<b>\$800,000.00</b>			



## Rental OneStop

Organization: The Grantham Group, LLC

OS-R-The Granth-06642

### Development Budget, Gross Syndication Investment, Capitalized Reserves, and Debt Service Requirements

#### Who requires...

698.	Replacement Reserves?	Investor. It will be established after breakeven operations
699.	Initial Rent-Up Reserves?	0
700.	Operating Reserves?	Investor
701.	Net Worth Account?	0
702.	Other Capital Reserves?	0
703.	Letter of Credit?	0
704.	Letter of Credit?	0

#### Who administers the....

705.	Replacement Reserves?	Investor
706.	Initial Rent-Up Reserves?	0
707.	Operating Reserves?	Investor
708.	Net Worth Account?	0
709.	Other Capital Reserves?	0
710.	Letter of Credit?	0
711.	Letter of Credit?	0

#### When and how are they used...

712.	Replacement Reserves?	Capital Improvements
713.	Initial Rent-Up Reserves?	0
714.	Operating Reserves?	Only if unable to pay operating expenses through cash flow
715.	Net Worth Account?	0
716.	Other Capital Reserves?	0
717.	Letter of Credit?	0
718.	Letter of Credit?	0



## Rental OneStop

Organization: The Grantham Group, LLC

OS-R-The Granth-06642

### Development Budget, Gross Syndication Investment, Capitalized Reserves, and Debt Service Requirements

#### Under what circumstances can they be released...

719.	Replacement Reserves?	0
720.	Initial Rent-Up Reserves?	0
721.	Operating Reserves?	0
722.	Net Worth Account?	0
723.	Other Capital Reserves?	0
724.	Letter of Credit?	0
725.	Letter of Credit?	0

#### Debt Service Requirements

726.	Minimum Debt Service Coverage	1.25
727.	Who is requiring Minimum Debt Service Coverage?	0
728.	Is this Project subject to HUD Subsidy Layering Review?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
729.	Optional User Comments	



## Rental OneStop

Organization: The Grantham Group, LLC

OS-R-The Granth-06642

### Operating Residential Income

#### Operating Income

Total Gross Rents should be verified against the HUD Rent limits in the Operating Pro-Forma - Form 4 section.

#### Rent Schedule:

##### Extremely Low-Income Rental Assisted (below 30%):

	Contract Rent	Utility Allowance	Total Gross Rent	No. of Units
	(a)	(b)	(c)	(d)
731. Group Home	\$0	\$0	\$0	
732. Shelter	\$0	\$0	\$0	
733. SRO	\$0	\$0	\$0	
734. 0 bedroom	\$0	\$0	\$0	
735. 1 bedroom	\$0	\$0	\$0	
736. 2 bedrooms	\$0	\$0	\$0	
737. 3 bedrooms	\$0	\$0	\$0	
738. 4 bedrooms	\$0	\$0	\$0	
739. 5 bedrooms	\$0	\$0	\$0	

##### Very Low-Income Rental Assisted (below 50%):

	Contract Rent	Utility Allowance	Total Gross Rent	No. of Units
	(a)	(b)	(c)	(d)
740. Group Home	\$0	\$0	\$0	
741. Shelter	\$0	\$0	\$0	
742. SRO	\$0	\$0	\$0	
743. 0 bedroom	\$0	\$0	\$0	
744. 1 bedroom	\$0	\$0	\$0	
745. 2 bedrooms	\$0	\$0	\$0	
746. 3 bedrooms	\$0	\$0	\$0	
747. 4 bedrooms	\$0	\$0	\$0	
748. 5 bedrooms	\$0	\$0	\$0	

##### Extremely Low-Income Non-Rental Assisted (below 30%):

	Contract Rent	Utility Allowance	Total Gross Rent	No. of Units
--	---------------	-------------------	------------------	--------------



## Rental OneStop

Organization: The Grantham Group, LLC

OS-R-The Granth-06642

### Operating Residential Income

	(a)	(b)	(c)	(d)
749. Group Home	\$0	\$0	\$0	
750. Shelter	\$0	\$0	\$0	
751. SRO	\$0	\$0	\$0	
752. 0 bedroom	\$622.00	\$0	\$622.00	14
753. 1 bedroom	\$666.00	\$0	\$666.00	3
754. 2 bedrooms	\$0	\$0	\$0	
755. 3 bedrooms	\$0	\$0	\$0	
756. 4 bedrooms	\$0	\$0	\$0	
757. 5 bedrooms	\$0	\$0	\$0	

### Very Low-Income Non-Rental Assisted (below 50%):

	Contract Rent	Utility Allowance	Total Gross Rent	No. of Units
(a)	(b)	(c)	(d)	
758. Group Home	\$0	\$0	\$0	
759. Shelter	\$0	\$0	\$0	
760. SRO	\$0	\$0	\$0	
761. 0 bedroom	\$0	\$0	\$0	
762. 1 bedroom	\$0	\$0	\$0	
763. 2 bedrooms	\$0	\$0	\$0	
764. 3 bedrooms	\$0	\$0	\$0	
765. 4 bedrooms	\$0	\$0	\$0	
766. 5 bedrooms	\$0	\$0	\$0	

### Low-Income Rental Assisted (below 60%):

	Contract Rent	Utility Allowance	Total Gross Rent	No. of Units
(a)	(b)	(c)	(d)	
767. Group Home	\$0	\$0	\$0	
768. Shelter	\$0	\$0	\$0	
769. SRO	\$0	\$0	\$0	



## Rental OneStop

Organization: The Grantham Group, LLC

OS-R-The Granth-06642

### Operating Residential Income

770.	0 bedroom	\$0	\$0	\$0
771.	1 bedroom	\$0	\$0	\$0
772.	2 bedrooms	\$0	\$0	\$0
773.	3 bedrooms	\$0	\$0	\$0
774.	4 bedrooms	\$0	\$0	\$0
775.	5 bedrooms	\$0	\$0	\$0

### Low-Income Non- Rental Assisted (below 60%):

	Contract Rent	Utility Allowance	Total Gross Rent	No. of Units
	(a)	(b)	(c)	(d)
776.	Group Home	\$0	\$0	
777.	Shelter	\$0	\$0	
778.	SRO	\$0	\$0	
779.	0 bedroom	\$1,245.00	\$0	23
780.	1 bedroom	\$1,333.00	\$0	3
781.	2 bedrooms	\$0	\$0	
782.	3 bedrooms	\$0	\$0	
783.	4 bedrooms	\$0	\$0	
784.	5 bedrooms	\$0	\$0	

### Moderate-Income (below 80%):

	Contract Rent	Utility Allowance	Total Gross Rent	No. of Units
	(a)	(b)	(c)	(d)
785.	Group Home	\$0	\$0	
786.	Shelter	\$0	\$0	
787.	SRO	\$0	\$0	
788.	0 bedroom	\$0	\$0	
789.	1 bedroom	\$0	\$0	
790.	2 bedrooms	\$0	\$0	
791.	3 bedrooms	\$0	\$0	



## Rental OneStop

Organization: The Grantham Group, LLC

OS-R-The Granth-06642

### Operating Residential Income

		Contract Rent	Utility Allowance	Total Gross Rent	No. of Units
		(a)	(b)	(c)	(d)
792.	4 bedrooms	\$0	\$0	\$0	
793.	5 bedrooms	\$0	\$0	\$0	
794.	<b>Other Income</b>	<b>150%</b>			
795.	Group Home	\$0	\$0	\$0	
796.	Shelter	\$0	\$0	\$0	
797.	SRO	\$0	\$0	\$0	
798.	0 bedroom	\$2,974.00	\$0	\$2,974.00	34
799.	1 bedroom	\$3,187.00	\$0	\$3,187.00	6
800.	2 bedrooms	\$0	\$0	\$0	
801.	3 bedrooms	\$0	\$0	\$0	
802.	4 bedrooms	\$0	\$0	\$0	
803.	5 bedrooms	\$0	\$0	\$0	

### Market Rate (unrestricted occupancy):

		Contract Rent	Utility Allowance	Total Gross Rent	No. of Units
		(a)	(b)	(c)	(d)
804.	Group Home	\$0	\$0	\$0	
805.	Shelter	\$0	\$0	\$0	
806.	SRO	\$0	\$0	\$0	
807.	0 bedroom	\$0	\$0	\$0	
808.	1 bedroom	\$0	\$0	\$0	
809.	2 bedrooms	\$0	\$0	\$0	
810.	3 bedrooms	\$0	\$0	\$0	
811.	4 bedrooms	\$0	\$0	\$0	
812.	5 bedrooms	\$0	\$0	\$0	

(a)

(b)



Organization: The Grantham Group, LLC

## Rental OneStop

OS-R-The Granth-06642

### Operating Residential Income

813. **Utility Allowance Schedule:**

**Source:**

0

**Date: 12/30/1899**



## Rental OneStop

Organization: The Grantham Group, LLC

OS-R-The Granth-06642

### Other Income, Assumptions, Vacancy, Trending, Operating Subsidy, and Capitalized Reserves

#### Commercial Income:

	(a)		(b) (average)		(c)
814. Square foot:		@	0.0000 /square foot =		\$0

#### Parking Income:

815. Residential:	46	@	0.0000 /month x 12 =		\$0
816. Commercial:	0	@	0.0000 /month x 12 =		\$0
817. Total Spaces:	46	@	0.0000 /month x 12 =		\$0

	(a)		(b)
818. Resident Service Income:	\$1,800,000.00	Description:	Personal Care Services, Meals, Activities, Laundry, Housekeeping
819. Contract Income from Shelter or Group Home:	\$0	Source:	0

#### Other Operating Income Assumptions:

820. Laundry and Vending Income(annual):		\$0
	(a)	(b)
821. Other Income a.	0	\$0
822. Other Income b.	Cable TV, Telephone	\$32,000.00
823. Other Income c.	0	\$0
824. Other Income d.	0	\$0

#### Vacancy Allowance:

825. Extremely Low-Income Rental Assisted (below 30%):	0%
826. Very Low-Income Rental Assisted (below 50%):	0%
827. Extremely Low-Income Non-Rental Assisted (below 30%):	5%
828. Very Low-Income Non-Rental Assisted (below 50%):	0%
829. Low-Income Rental Assisted (below 60%):	0%
830. Low-Income Non-Rental Assisted (below 60%):	5%
831. Moderate-Income(below 80%):	0%



## Rental OneStop

Organization: The Grantham Group, LLC

OS-R-The Granth-06642

### Other Income, Assumptions, Vacancy, Trending, Operating Subsidy, and Capitalized Reserves

832.	Other Income (User-defined):	5%
833.	Market Rate	0%
834.	Commercial	0%

#### Trending Assumptions for Rents:

	Year 2 (a)	Year 3 (b)	Year 4-5 (c)	Year 6-20 (d)
835. Extremely Low-Income Rental Assisted (below 30%):	0%	0%	0%	0%
836. Very Low-Income Rental Assisted (below 50%):	0%	0%	0%	0%
837. Extremely Low-Income Non-Rental Assisted (below 30%):	2%	2%	2%	2%
838. Very Low-Income Non-Rental Assisted (below 50%):	0%	0%	0%	0%
839. Low-Income Rental Assisted (below 60%):	0%	0%	0%	0%
840. Low-Income Non-Rental Assisted (below 60%):	2%	2%	2%	2%
841. Moderate-Income(below 80%):	0%	0%	0%	0%
842. Other Income (User-defined):	2%	2%	2%	2%
843. Market Rate	0%	0%	0%	0%
844. Commercial Space Rental	0%	0%	0%	0%
845. Laundry Income	0%	0%	0%	0%
846. Resident Service Income	3%	3%	3%	3%
847. Contract Income from Shelter or Group Home	0%	0%	0%	0%
848. a. Other Income	2%	2%	2%	2%
849. b. Other Income	0%	0%	0%	0%
850. c. Other Income	0%	0%	0%	0%
851. d. Other Income	0%	0%	0%	0%

#### Operating Subsidy and Capitalized Operating Reserves:

	(a)	(b)
852. Total Subsidy Source I	\$0	Source: 0
853. Total Subsidy Source II	\$0	Source: 0



## Rental OneStop

Organization: The Grantham Group, LLC

OS-R-The Granth-06642

### Other Income, Assumptions, Vacancy, Trending, Operating Subsidy, and Capitalized Reserves

854.	Capitalized Operating Reserve Amount	\$0	Source: 0
855.	<b>Total Project Reserve Contribution</b>	<b>\$0</b>	

### Yearly Draws on Subsidies and Reserves:

	Subsidy Source I	Subsidy Source II	Draw on Oper. Reserve	Total Project Draw on Reserves
	(a)	(b)	(c)	(d)
856.	Year 1	\$0	\$0	\$0
857.	Year 2	\$0	\$0	\$0
858.	Year 3	\$0	\$0	\$0
859.	Year 4	\$0	\$0	\$0
860.	Year 5	\$0	\$0	\$0
861.	Year 6	\$0	\$0	\$0
862.	Year 7	\$0	\$0	\$0
863.	Year 8	\$0	\$0	\$0
864.	Year 9	\$0	\$0	\$0
865.	Year 10	\$0	\$0	\$0
866.	Year 11	\$0	\$0	\$0
867.	Year 12	\$0	\$0	\$0
868.	Year 13	\$0	\$0	\$0
869.	Year 14	\$0	\$0	\$0
870.	Year 15	\$0	\$0	\$0
871.	Year 16	\$0	\$0	\$0
872.	Year 17	\$0	\$0	\$0
873.	Year 18	\$0	\$0	\$0
874.	Year 19	\$0	\$0	\$0
875.	Year 20	\$0	\$0	\$0



## Rental OneStop

Organization: The Grantham Group, LLC

OS-R-The Granth-06642

### Other Income, Assumptions, Vacancy, Trending, Operating Subsidy, and Capitalized Reserves

876.	Year 21	\$0	\$0	\$0	\$0
877.	<b>Total projected Draws of Reserves:</b>	\$0	\$0	\$0	\$0
878.	<b>Annual Operating Income (year 1)</b>	\$3,696,789.20			
879.	<b>Annual Residential Operating Income</b>	\$3,696,789.20			



## Rental OneStop

Organization: The Grantham Group, LLC

OS-R-The Granth-06642

### Operating Expenses

	(a) Commercial	(b) Residential
880. Management Fee Percentage	0%	6%

Assumed Property management fee as a percentage of effective gross income.

### Annual Operating Expenses:

	Residential	Percentage of Residential Operating Expense	Commercial	Total	Percentage of Total Operating Expense	Comments
	(a)	(b)	(c)	(d)	(e)	(f)
881. Management Fee	\$113,807.35	3.74%	\$0	\$113,807.35	3.74%	0
882. Payroll, Administrative	\$390,117.34	12.83%	\$0	\$390,117.34	12.83%	0
883. Payroll Taxes & Benefits, Admin.	\$85,000.00	2.79%	\$0	\$85,000.00	2.79%	0
884. Legal	\$4,200.00	0.14%	\$0	\$4,200.00	0.14%	0
885. Audit	\$23,000.00	0.76%	\$0	\$23,000.00	0.76%	0
886. Marketing	\$54,000.00	1.78%	\$0	\$54,000.00	1.78%	0
887. Telephone	\$29,400.00	0.97%	\$0	\$29,400.00	0.97%	0
888. Office Supplies	\$20,100.00	0.66%	\$0	\$20,100.00	0.66%	0
889. Training	\$9,500.00	0.31%	\$0	\$9,500.00	0.31%	0
890. Accounting & Data Processing	\$20,280.00	0.67%	\$0	\$20,280.00	0.67%	0
891. Investor Servicing	\$15,000.00	0.49%	\$0	\$15,000.00	0.49%	0
892. LIHTC Monitoring Fee	\$2,490.00	0.08%		\$2,490.00	0.08%	0
893. HOME Monitoring Fee	\$0	0.00%	\$0	\$0		
894. LIP Monitoring Fee	\$0	0.00%	\$0	\$0		
895. DHCD Capital Subsidy Monitoring Fee	\$0	0.00%	\$0	\$0		
896. Van Rental-Activity Outings-Mileage	\$8,500.00	0.28%	\$0	\$8,500.00	0.28%	0
897. Computer Expenses	\$25,000.00	0.82%	\$0	\$25,000.00	0.82%	0
888. Management Fee for Services	\$108,000.00	3.55%			0.28%	0



## Rental OneStop

Organization: The Grantham Group, LLC

OS-R-The Granth-06642

### Operating Expenses

899.	<b>Subtotal: Administrative</b>	\$794,587.34	26.13%	\$0	\$794,587.34	26.13%	
900.	Payroll, Maintenance	\$54,080.00	1.78%	\$0	\$54,080.00	1.78%	0
901.	Payroll Taxes & Benefits, Admin.	\$10,000.00	0.33%	\$0	\$10,000.00	0.33%	0
902.	Janitorial Materials	\$14,800.00	0.49%	\$0	\$14,800.00	0.49%	0
903.	Lock and Key Replacement	\$0	0.49%	\$0	\$0	0.00%	0
904.	Landscaping	\$16,800.00	0.55%	\$0	\$16,800.00	0.55%	0
905.	Decorating (inter. only)	\$10,000.00	0.33%	\$0	\$10,000.00	0.33%	0
906.	Repairs (inter. & ext.)	\$28,000.00	0.92%	\$0	\$28,000.00	0.92%	0
907.	Elevator Maintenance	\$8,000.00	0.26%	\$0	\$8,000.00	0.26%	0
908.	Trash Removal	\$7,900.00	0.26%	\$0	\$7,900.00	0.26%	0
909.	Snow Removal	\$8,800.00	0.29%	\$0	\$8,800.00	0.29%	0
910.	Extermination	\$2,400.00	0.08%	\$0	\$2,400.00	0.08%	0
911.	Recreation	\$0	0.00%	\$0	\$0	0.00%	0
912.	Other Service Contracts	\$18,000.00	0.59%	\$0	\$18,000.00	0.59%	0
913.	Other Service Employee Taxes and Benefits	\$216,086.00	7.10%	\$0	\$216,086.00	7.10%	0
914.	<b>Subtotal: Maintenance</b>	\$394,866.00	12.98%	\$0	\$394,866.00	12.98%	
915.	<b>Resident Services</b>	\$1,395,000.00	45.87%	\$0	\$1,395,000.00	45.87%	0
916.	<b>Security</b>	\$0	0.00%	\$0	\$0	0.00%	0
917.	<b>0</b>	\$0	0.00%	\$0	\$0	0.00%	0
918.	Electricity	\$55,500.00	1.82%	\$0	\$55,500.00	1.82%	0
919.	Natural Gas	\$43,800.00	1.44%	\$0	\$43,800.00	1.44%	0
920.	Oil	\$0	0.00%	\$0	\$0	0.00%	0
921.	Water & Sewer	\$50,400.00	1.66%	\$0	\$50,400.00	1.66%	0
922.	<b>Subtotal: Utilities</b>	\$149,700.00	4.92%	\$0	\$149,700.00	4.92%	
923.	<b>Replacement Reserve</b>	\$26,975.00	0.89%	\$0	\$26,975.00	0.89%	0
924.	<b>Operating Reserve</b>	\$8,300.00	0.27%	\$0	\$8,300.00	0.27%	0
925.	Real Estate Taxes	\$40,000.00	1.32%	\$0	\$40,000.00	1.32%	0
926.	Other Taxes	\$0	0.00%	\$0	\$0	0.00%	0



## Rental OneStop

Organization: The Grantham Group, LLC

OS-R-The Granth-06642

### Operating Expenses

927.	Insurance	\$83,100.00	2.73%	\$0	\$83,100.00	2.73%	0
928.	MIP	\$0	0.00%	\$0	\$0	0.00%	0
929.	Ground Lease	\$35,000.00	1.15%	\$0	\$35,000.00	1.15%	0
930.	0	\$0	0.00%	\$0	\$0	0.00%	0
931.	<b>Subtotal: Taxes, Insurance</b>	\$158,100.00	5.20%	\$0	\$158,100.00	5.20%	
932.	<b>TOTAL EXPENSES</b>	\$3,041,335.69	100.00%	\$0	\$3,041,335.69	100.00%	

### Other Operating Expense Assumptions

#### Trending Assumptions for Expenses

	Year 2	Year 3	Year 4-5	Year 6-20
	(a)	(b)	(c)	(d)
933. Sewer & Water	3%	3%	3%	3%
934. Real Estate Taxes	2.5%	2.5%	2.5%	2.5%
935. All Other Operating	3%	3%	3%	3%
936. Replacement Reserves	0%	0%	0%	0%

### Reserve Requirements:

937.	Replacement Reserve Requirement	\$325 per unit per year
938.	Operating Reserve Requirement	\$0 per unit per year

### Debt Service:

	Annual Payment
939. MHFA	\$0
940. MHFA	\$0
941. MHP Fund Permanent Loan	\$0
942. Other: Bank Financing	\$524,352.04
943. Other:	\$0
944. <b>Total Debt Service (Annual)</b>	\$524,352.04
945. <b>Net Operating Income</b>	\$655,453.51 (in year one)
946. <b>Debt Service Coverage</b>	1.25 (in year one)

# Mass OneStop+



Organization: The Grantham Group, LLC

## Rental OneStop

OS-R-The Granth-06642

### Operating Expenses

947.	<b>Cash Flow</b>	\$131,101.47 (in year one)
948.	<b>Cash Flow per Unit</b>	\$1,579.54 (in year one)



## Rental OneStop

Organization: The Grantham Group, LLC

OS-R-The Granth-06642

### Income & Rent Limits, Gross Potential Rental Income

#### Affordability: Income Limits and Maximum Allowable Rents

949. County: Middlesex County HMFA: Boston-Cambridge-Quincy

Effective Date:

950. Maximum Allowed Rents, by Income, by Unit Size: Income Limits last updated by DHCD on

#### If Preservation With Expiring Use

##### Operation before this transaction:

Type	Number (a)	Current Rent (b)	Annualized Income (c)
972. Group Home	0	\$0	\$0
973. Shelter	0	\$0	\$0
974. SRO	0	\$0	\$0
975. 0 bedroom	0	\$0	\$0
976. 1 bedroom	0	\$0	\$0
977. 2 bedroom	0	\$0	\$0
978. 3 bedroom	0	\$0	\$0
979. 4 bedroom	0	\$0	\$0
980. 5 bedroom	0	\$0	\$0
<b>981. Gross Potential Rental Income</b>			<b>\$0</b>

##### Operations After If This Transaction Does Not Occur:

Number (d)	Future Rents (e)	Market Rent GPR (f)
0	\$0	\$0
0	\$0	\$0
0	\$0	\$0
0	\$0	\$0
0	\$0	\$0
0	\$0	\$0
0	\$0	\$0
0	\$0	\$0
0	\$0	\$0
0	\$0	\$0
0	\$0	\$0
<b>981. Gross Potential Rental Income</b>		<b>\$0</b>

982. Vacancy	0%	\$0
983. Other Income		\$0
984. Effective Gross Income		\$0

Vacancy	0%	\$0
Other Income		\$0
Effective Gross Income		\$0

#### Operating Expenses:

	Current Year (a)	If Transaction Does Not Occur (b)	% Change (c)	Reason (d)
985. Management	\$0	\$0	0.00%	1/0/1900
986. Administration	\$0	\$0	0.00%	1/0/1900
987. Maintenance/Operations	\$0	\$0	0.00%	1/0/1900
988. Resident Services	\$0	\$0	0.00%	1/0/1900
989. Security	\$0	\$0	0.00%	1/0/1900
990. Utilities	\$0	\$0	0.00%	1/0/1900
991. Replacement Reserve	\$0	\$0	0.00%	1/0/1900
992. Operating Reserve	\$0	\$0	0.00%	1/0/1900
993. Real Estate	\$0	\$0	0.00%	1/0/1900



## Rental OneStop

Organization: The Grantham Group, LLC

OS-R-The Granth-06642

### Income & Rent Limits, Gross Potential Rental Income

994. Insurance	\$0	\$0	0.00%	1/0/1900
995. Total Expenses	\$0	\$0	0.00%	
996. Net Operating Income	\$0	\$0		

### Proposed Transaction Description:

997. 0



# Junction Village

- See Town website on Junction Village (under the Planning Division) here: <https://www.concordma.gov/653/Junction-Village>
- See related Junction Documents here:
  - [The Deed and Legislation authorizing the sale](#)
  - [Background information](#)
  - [Site Plans](#)
  - [Comprehensive Permit](#)
  - [Advisory Committee Letter](#)
  - [Planning Board Presentation](#)
  - [Open Space Engineering](#)
  - [Open Space Planning Study](#)
  - [Open Space and Conservation Plan](#)
  - [Open Space Task Force Charge](#)