



# CITY OF SOMERVILLE

Office of Strategic Planning & Community Development

## AFFORDABLE HOUSING MEMORANDUM OF UNDERSTANDING

Property Address:		
Zoning District:	MBL:	DRA#:
Applicant:		
Address:		
Phone:	Email:	

This MEMORANDUM OF UNDERSTANDING ("MOU") is made on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between the Housing Director of the City of Somerville ("Housing Director"), with an address of OSPCD Housing Division, 50 Evergreen Avenue, City Hall Annex, Somerville, Massachusetts 02145 and \_\_\_\_\_, including its successors and assigns and affiliated entities, (the "Developer") with an address of \_\_\_\_\_ for the residential development at \_\_\_\_\_ ("the Property").

### BACKGROUND

The Developer is submitting a Development Review Application to the Inspectional Services Division of the City of Somerville to develop a \_\_\_\_\_ building type with a total of \_\_\_\_\_ dwelling units in the \_\_\_\_\_ ("\_\_\_\_\_") zoning district and is required to provide affordable dwelling units (ADUs) pursuant to the Somerville Zoning Ordinance.

### AGREEMENT

NOW, THEREFORE, with good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Developer, for itself, and the Housing Division covenant and agree as follows:

1. The Developer shall provide \_\_\_\_\_ total deed restricted ADU(s) and shall pay a fractional buyout equivalent to \_\_\_\_\_ ADUs, pursuant to Section 12.3 Buyouts & Payments of the Somerville Zoning Ordinance. Of the total deed restricted ADUs required, \_\_\_\_\_ will be priced at Tier 1, \_\_\_\_\_ will be priced at Tier 2, and \_\_\_\_\_ will be priced at Tier 3.
2. The Developer shall agree to and sign an Affordable Housing Implementation Plan ("AHIP"), approved at the discretion of the Housing Director, prior to the issuance of any Building Permit for the Property, in accordance with the Section 12.1 Affordable Housing of the Somerville Zoning Ordinance.
3. The Developer shall pay any authorized fractional buyout to the Somerville Affordable Housing Trust Fund or, alternatively, to the City of Somerville for transfer to a Massachusetts non-profit housing finance corporation, at the discretion of the Director of Housing, prior to the issuance of any Building Permit for the Property, in accordance with the Section 12.3 Buyouts & Payments of the Somerville Zoning Ordinance.
4. The Developer shall execute and record a deed restriction known as an Affordable Housing Restriction limiting the sale, rent, or lease of all ADUs to eligible households in perpetuity with the Middlesex South Registry of Deeds, or filed with the Land Registration Office, in a form approved by the City Solicitor prior to the issuance of any Certificate of Occupancy for the Property.

Developer initial here: \_\_\_\_\_

5. If permitted by the Housing Director's standards for ADUs in the Neighborhood Residence District, the Developer shall either engage, at their own expense, a 3<sup>rd</sup> party to certify the income eligibility of any household selected for occupancy of an ADU in accordance with 24 CFR 5.609 or provide a fee to the Housing Division for certification services in the event a 3<sup>rd</sup> party cannot be engaged.
6. The Developer shall agree to and sign a Memorandum of Understanding for the monitoring of compliance to the provisions of the Somerville Zoning Ordinance, all legal agreements, and other standards established by the Director of Housing for rental ADUs prior to the issuance of any Certificate of Occupancy for the Property.
7. The Developer shall agree to and sign an new Affordable Housing Memorandum of Understanding in the following circumstances:
  - a. Following the issuance of any Special Permit subsequent to the date of this MOU authorizing an in-lieu payment instead of providing one (1) or more ADUs.
  - b. Following any action by the review boards that changes the total dwelling unit count for the Property.
  - c. Prior to submitting a revision to a previously approved development review application that includes a change in the total dwelling unit count for the Property.

IN WITNESS WHEREOF, the Developer and the Housing Director have executed this MOU under seal as of as of the date first written above.

**Developer**

**City of Somerville**

\_\_\_\_\_  
*Authorized Representative*

\_\_\_\_\_  
*Housing Director*

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

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

Developer initial here: \_\_\_\_\_