

CHLOE'S PATH APARTMENTS

SISSON ROAD
HARWICH, MASSACHUSETTS 02645

LOCAL INITIATIVE PROGRAM APPLICATION (LIP)



PROPOSED BY:

KEMAH APARTMENTS, LLC
C/O CHLOE'S PATH HOUSING
P.O. BOX 67
DENNISPORT, MA 02639

JULY 2021

With Support from:
MCO & Associates, Inc.
PO Box 372
Harvard, MA 01451
978-456-8388



MASSACHUSETTS
Department of Housing and Community Development
Local Initiative Program
Application for Comprehensive Permit Projects

INSTRUCTIONS

Please submit three copies of the application and attachments. Note: only one set of site plan and sample elevations (attachments 11 and 12 noted on page 22) are required. An application fee, payable to the Department of Housing and Community Development, shall be submitted with the application. The schedule of fees is as follows:

	Project Fee	plus	Per Unit Fee
Municipality	\$1,000		\$30
Non-Profit	\$1,750		\$40
All Others	\$4,000		\$50

Fee Included: \$4,000 + (96 x \$50) = \$8,800

Mail to:

**Local Initiative Program
Department of Housing & Community Development
100 Cambridge Street, Suite 300
Boston, MA 02114
Attn: Alana Murphy, Deputy Associate Director**

To complete the application electronically, simply position your cursor on a line and type. Use the tab key to move between questions.

If you have any questions, please refer to the DHCD 40B Guidelines, specifically Section VI. For further assistance, contact Alana Murphy at 617-573-1301 or alana.murphy@mass.gov.

NOTE: For Rental Projects, to complete information on Project Feasibility (Section X), go to the One Stop Application at <http://www.mhic.com> and complete Section 3 Sources and Uses and Section 4 Operating Pro Forma. Submit the sections with the Application

Application Contents:

- | | |
|------------------------------------|-------------------------------------|
| I. General Information | VIII. Surrounding Area |
| II. Community Support | IX. Financing |
| III. Municipal Contact Information | X. Project Feasibility |
| IV. Development Team | XI. Development Schedule |
| V. Project Information | XII. Marketing Outreach and Lottery |
| VI. Site Information | XIII. Checklist of Attachments |
| VII. Design and Construction | |

January 2016

MASSACHUSETTS
Department of Housing & Community Development
Local Initiative Program
Application for Comprehensive Permit Projects

I. GENERAL INFORMATION

Community: Harwich, MA (Cape Cod)
Name of Development: Chloe's Path Apartments
Site Address: Sisson Road, Harwich, MA
Developer: Kemah Apartments, LLC (Heritage Properties)

1. Type of Housing:
☐ Single Family house ☒ Rental
☐ Condominium ☐ Age Restricted

2. Project Characteristics:
☒ New Construction ☐ Conversion
☐ Rehabilitation ☐ Other

3. Total Acres 9.29 Acres Density of Project (units/acre) 10.33

4. Unit Count:

Total Number of Units 96
Market Rate 72
Affordable 24

5. Unit Prices/Rents:
Market Rate \$2,072 to \$3,150
Affordable \$1,363 to \$1,659

Required Signatures for the
Comprehensive Permit Project Application
Chief Executive Official
of Municipality:

Chair, Local Housing Partnership
(if applicable):

Signature: _____

Signature: _____ N/A _____

Print Name: Michael D. MacAskill, Chair

Print Name: _____

Date: _____

Date: _____

THE CAROLYN TERRY 2001 TR
CAROLYN TERRY TTEE
GARY TERRY TTEE
37 BEL AIR ROAD
HINGHAM, MA 02043

7034
62-15/311

Pay to the Order of THE DEPARTMENT OF REVENUE
Eighty Eight Thousand Dollars and 00/100 Dollars

Date 7/1/2001

Photo
Safe
Deposit
Box
Details on back



RBC Capital Markets, LLC
Member NYSE/FINRA/SIPC
225 Liberty Street
New York, NY 10781 (800) 933-8946

Expense
Code

☐

For CHL's POST 403

⑆0310057⑆ 4289210027⑈

Holland Clarke

7034

MP



CHLOE'S APARTMENTS PARCEL



EXISTING SITE AERIAL

SPO.0

DRAWING NO.

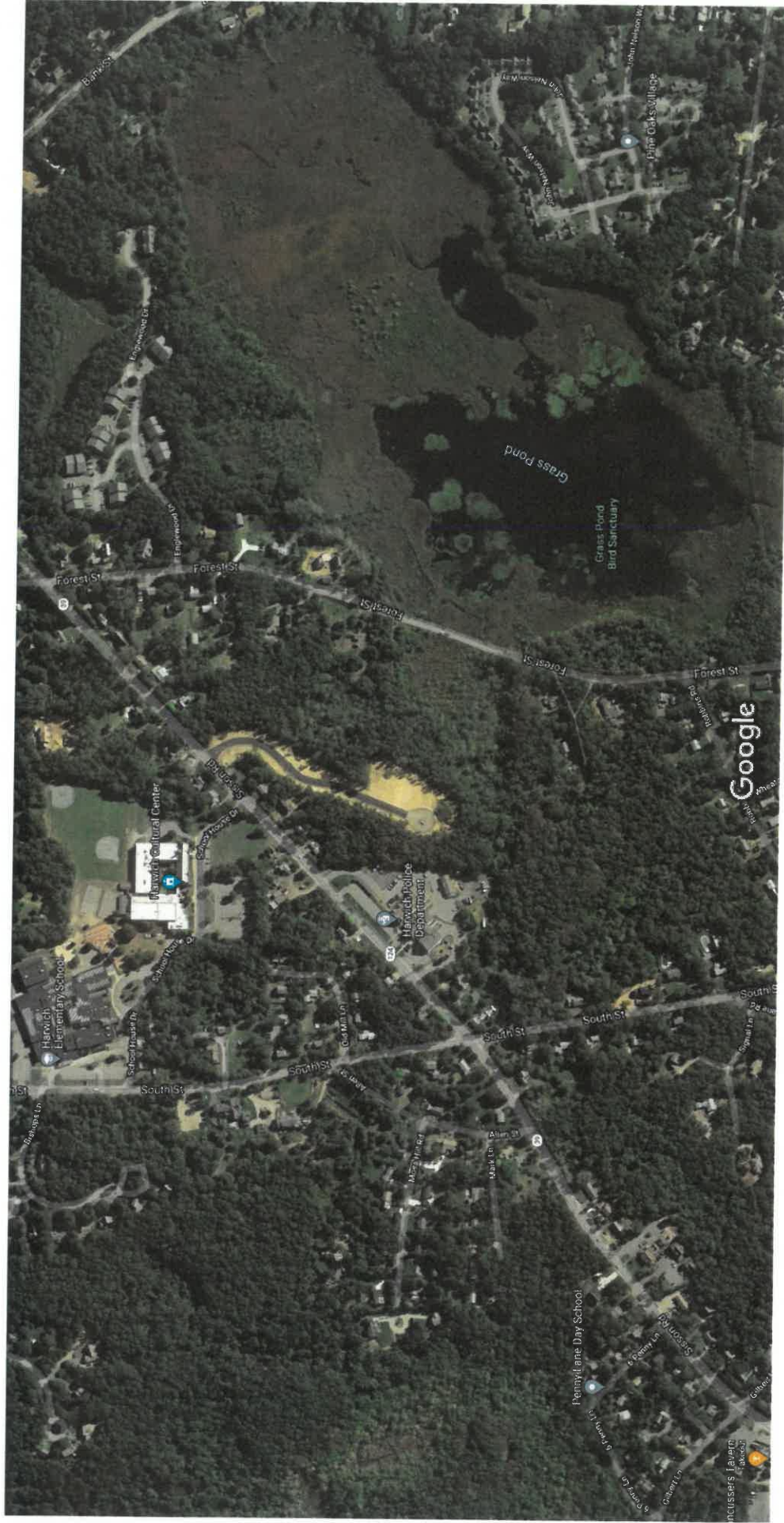
SCALE

DRAWN BY: Author

NO.	DESCRIPTION	DATE
1	REVISED	06/24/2021

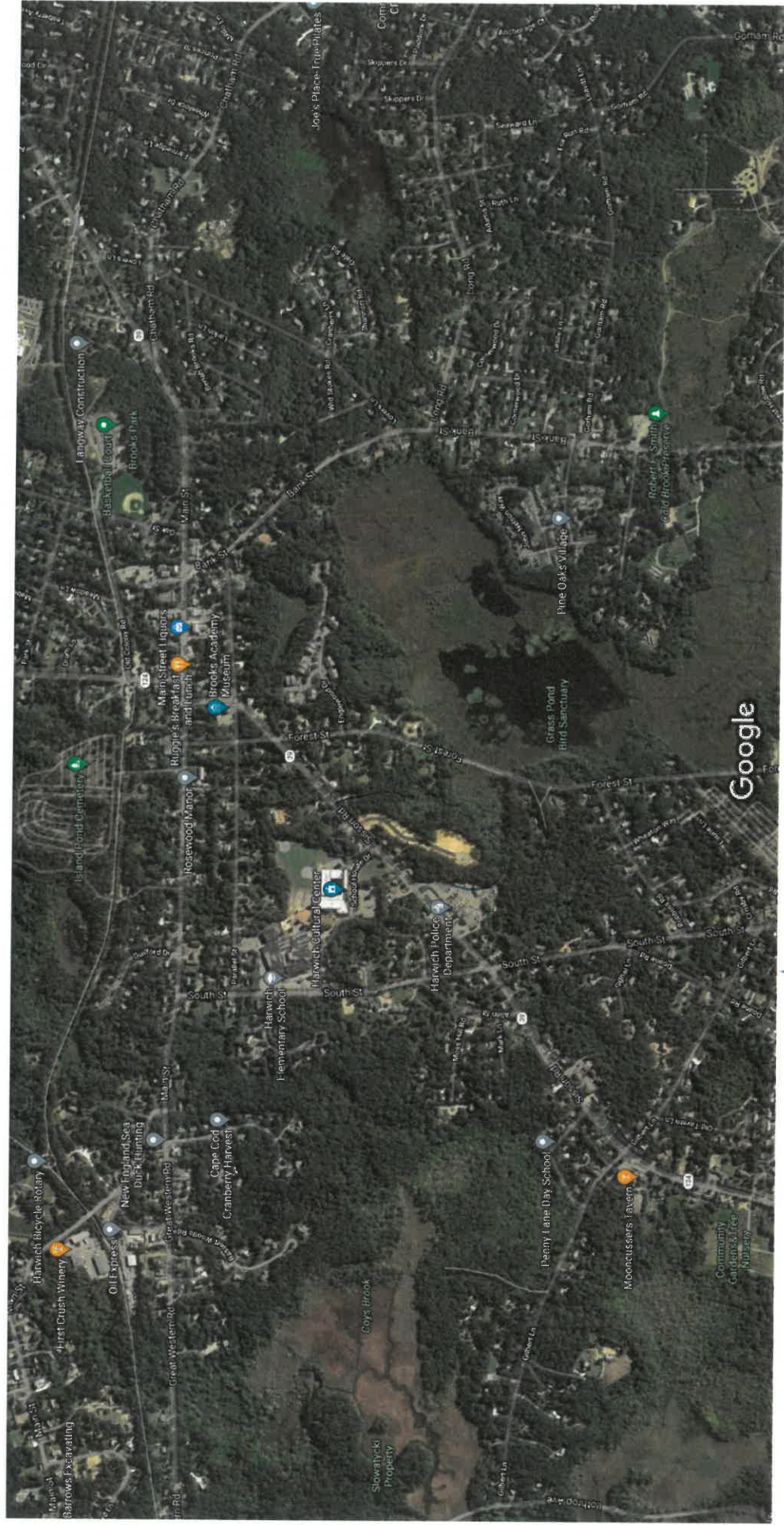
EXISTING SITE AERIAL

CHLOE'S PATH HOUSING
HARWICH, MA 02645



Imagery ©2021 MassGIS, Commonwealth of Massachusetts EOEA, Maxar Technologies, USDA Farm Service Agency, Map data ©2021 200 ft

CHLOE'S APARTMENTS - NEW ROAD IS
PARCEL LOCATION - ACCESS INSTALLED



500 ft

CHLOE'S APARTMENTS PARCEL
IN PROXIMITY TO
HARWICH CENTER

II. COMMUNITY SUPPORT

1. Letter of Support from Municipality - Attach a letter containing a short narrative on the basics of the project, the history of the project, the ways in which the community is providing support, and how the development team has addressed any concerns the community has. The letter must be signed by the chief elected official of the community.

2. Letter of Support from Local Housing Partnership - If the community has a housing partnership, please attach a letter from them indicating their support for the project. The letter should summarize how the partnership has been working with the developer.

3. Local Contributions - Check off all that apply and provide a brief description at the end.

- ☐ Land donation (dollar value _____)
- ☐ Building donation (dollar value _____)
- ☒ Marketing assistance
- ☒ Other work by local staff
- ☒ Density increase
- ☒ Waiver of permit fees
- ☒ Other regulatory or administrative relief (specify) _____
- ☐ Local funds (cash)
Amount \$ _____ Source: _____
- ☐ HOME funds
- ☒ Agreement by a lender to provide favorable end-loan financing (ownership projects only)
- ☐ Other (specify) _____

Briefly explain the contributions: _____

4. Municipal Actions and Local Plans - Briefly describe how the project fits with any planning the community has done (e.g. master plan, community development plan, affordable housing plan) and other local land use and regulatory actions that provide the opportunity for affordable housing (including multi-family and overlay districts, inclusionary zoning by-laws and ordinances).

The Town of Harwich has been working diligently to improve its affordable housing stock over the past several years. The most recent update of the Housing Production Plans calls for 80% of the new affordable housing to be rental based and Chloe's Path Apartments will account for over 75% of the 124 units they were expecting to create over the 5 years period after the creation of the Housing Production.

The developer and agents have been meeting with various committees and boards over the past several months to gain feedback on the proposal. Specifically, meetings have been held with the Planning Staff and Administrative officials, the Select Board and a joint meeting of the department heads to review plans. Fire, Police, conservation, DPW and planning departments all had representatives present. We also are holding a meeting for local residents/abutters to share preliminary plans to gain additional feedback on the proposal.

III. MUNICIPAL CONTACT INFORMATION

Chief Elected Official

Name Michael D. MacAskill, Chair
Address 732 Main Street, Harwich Center, MA 02645
Phone 508-430-7513
Email mmacaskill@townofharwich.us

Town Administrator/Manager

Name Joseph F. Powers
Address 732 Main Street, Harwich Center, MA 02645
Phone 508-430-7513
Email jpowers@townofharwich.us

City/Town Planner (if any)

Name Elaine Banta, Planning Assistant
Address 732 Main Street, Harwich Center, MA 02645
Phone 508-430-7511
Email ebanta@townofharwich.us

City/Town Counsel

Name Kopelman & Paige
Address 101 Arch Street – Suite 12, Boston, MA 02110
Phone 617-556-0007
Email www.k-plaw.com

Chairman, Local Housing Partnership – Affordable Housing Committee

Name Arthur Bodin, Chair
Address 732 Main Street, Harwich Center, MA 02645
Phone 508-430-7513
Email abodin@townofharwich.us

Community Contact Person for this project

Name Jonathan Idman
Address 732 Main Street, Harwich Center, MA 02645
Phone 508-430-7511
Email jidman@townofharwich.us

IV. DEVELOPMENT TEAM INFORMATION (include all development members)

Developer

Name Kemah Apartments LLC (Contact Brian Bush)
Address c/o Heritage Properties, 100 Merrimack Street, Suite 401, Lowell, MA 01852.
Phone 978.458.0001 x 101.
Email bbush@heritageprop.net
Tax ID _____

Contractor

Name To be Determined
Address _____
Phone _____
Email _____
Tax ID _____

Architect

Name Catalyst Architecture (Kurt Raber)
Address 203 Willow Street – Suite A, Yarmouthport, MA 02675
Phone 508-362-8382
Email kurt@catalystarchitects.com
Tax ID _____

Engineer

Name J.M.O'Reilly & Associates, Inc. (John O'Reilly)
Address 1573 Main Street, Brewster, MA 02331
Phone 508-896-6601
Email joreilly@jmoreillyassoc.com
Tax ID _____

Attorney

Name Andrew Singer
Address 26 Upper County Road, PO Box 67, Dennisport, MA 02639
Phone 508-398-2221
Email ALSinger@singer-law.com
Tax ID _____

Housing Consultant

Name MCO & Associates, Inc. (Mark O'Hagan)
Address 206 Ayer Road – Suite 5, Harvard, MA 01451
Phone 508-395-1211
Email markohagan@mcoassociates.com
Tax ID _____

Marketing/Lottery Agent

Name MCO Housing Services, LLC (Maureen O'Hagan)
Address 206 Ayer Road – Suite 5, Harvard, MA 01451
Phone 978-456-8388
Email maureen@mcohousingervices.com
Tax ID _____

TEAM EXPERIENCE – DEVELOPER/CONTRACTOR QUALIFICATIONS

Complete the charts on the following pages for all housing projects undertaken by the developer and the contractor during the past five years. Include projects currently in construction. Provide owner references for each project, including a current phone number. Alternatively, a resume outlining the experience that covers the items listed on the chart below may be submitted.

1. Developer: Brian Bush /Bush Watson & Heritage Properties

Project Summary	Project #1	Project #2	Project #3	Project #4
Project Name:	Waterhead	Matrix Hudson	The Linden	Riverdam
Community Address:	Lowell, MA	Hudson, MA	Portland, ME	Biddeford, ME
Housing Type:	Apartments Mill Rehab	Apartments NEW Construction	Apartments Conversion	Apartments Mill Rehab
Number of Units:	71	168	190	71
Total Development Costs:	\$18M	\$34.5M	\$32.6M	\$17.7M
Subsidy Program (if applicable):	N/A	40B	N/A	N/A
Date Completed:	April 2020	Jan 2018	On Going	On Going
Reference: Name and Telephone #:	Brian Bush 978-815-4718	Brian Bush 978-815-4718	Brian Bush 978-815-4718	Brian Bush 978-815-4718

2. **Contractor:** *NOTE – As noted above, Brian Bush is an experienced developer with many larger projects completed. The intention is to hire a qualified, local, general contractor for the property but this has not been finalized as yet.*

Project Summary	Project #1	Project #2	Project #3	Project #4
Project Name:				
Community Address:				
Housing Type:				
Number of Units:				
Total Development Costs:				
Subsidy Program (if applicable):				
Date Completed:				
Reference: Name and Telephone #:				

3. Other Chapter 40B Experience

Have you or any members of your team had previous Chapter 40B experience with DHCD and/or other subsidizing agencies? ☒ Yes ☐ No

If yes, please explain. Brian Bush has developed and built a 168 Unit rental project in Hudson, MA under the 40B program. Mark O'Hagan and MCO Housing Services, LLC has extensive background in 40B development, construction and affordable marketing services.

4. Bankruptcy / Foreclosure

Have you or any entities you control ever filed for bankruptcy or have had a property foreclosed? ☐ Yes ☒ No
If yes, please explain. _____

_____.

DEVELOPER CERTIFICATION

The undersigned hereby certifies that he/she is Manager (Title) of Kemah Apartments, LLC (Legal Name of Applicant) and that the information requested below for the project known as Chloe's Path Apartments (Project Name) is complete and that all information contained in this application is true and correct to the best of his/her knowledge. The undersigned Developer agrees to execute DHCD model documents, as required. If the Developer is other than a non profit corporation or public entity, the Developer hereby certifies that it shall comply with all reporting requirements described in 760 CMR 56.00 and as set forth in the LIP Guidelines.

Signature of Developer _____

Print Name: Brian Bush, Manager

Date _____

V. PROJECT INFORMATION

1. Type of Housing: Total Number of Units
Single-Family House _____
Condo _____
Rental 96
Other _____

2. Total Number of Units Affordable 24 Market 72

3. Project Style: Total Number of Units
Detached single-family house _____
Rowhouse/townhouse _____
Duplex _____
Multifamily house (3+ family) _____
Multifamily rental building 96
Other (specify) _____

4. Is this an age-restricted (55+) Development? Yes ☐ No ☒
If yes, please submit a marketing study that demonstrates an understanding of the region's demographics, market demand and the particular strategies necessary to attract buyers to both market and affordable units.

5. Estimate the percentage of the site used for:

Buildings .94 Acre Parking & Paved Areas 1.28 Acres
Usable Open Space 7.04 Acres Unusable Open Space .03 Acres

6. Is any portion of the project designed for non-residential use? NO
If yes, explain the non-residential uses. _____

7. Sustainable Development Design and Green Building Practices

In accordance with the Sustainable Development Principles adopted by Governor Patrick's Administration in 2007, DHCD encourages housing development that is consistent with sustainable development design and green building practices. For more information, see Appendix VI.A-1 and VI.B-1 of the 40B Guidelines for a list of links to resources and opportunities related to sustainable development.

A. How will this development follow Sustainable Development Principles?
We will utilize low impact development (LID) techniques on site and will promote clean energy principles by using EnergyStar and Watersense products throughout the development. We have also concentrated the development at a location which is reasonably walkable to shops, restaurants, churches and municipal services.

B. How will the project maximize energy efficiency and meet Energy Star Standards? The project will be built in conjunction with the 9th edition of the Mass Building Code and shall comply with Mass Save program requirements. Rated windows, tankless hot water heater, sealed ductwork, added insulation & sealing and high efficiency boilers will be used. Each unit also need to be HERS rated.

C. What elements of "green design" are included in the project (e.g. reduction of energy and water consumption, increasing durability and improving health)?

Low E insulated glass, low flow toilets, "Water Sense" approved fixtures, and LED lighting are all standard in the homes. Appliances will all be Energy Star approved and Low Impact Development (LID) will be utilized to limit environmental disturbance on the site. Vinyl siding & fiber cement board for limited long-term maintenance will be utilized. Several Charging Stations for Electric cars are proposed and bike storage is provided for all residents.

8. Project Eligibility

A. Have you ever applied for a project eligibility letter involving any portion of the site, or are you aware of any prior application for a project eligibility letter involving any portion of the site?

☐ Yes ☒ No If yes, explain.

B. Has the municipality denied a permit on another proposal for this site within the last 12 months? ☐ Yes ☒ No

9. Outstanding Litigation

Is there any outstanding litigation relating to the site? ☐ Yes ☒ No
If yes, explain.

10. Unit Composition

Complete the chart below. Include a separate entry for each unit type according to its square foot/age and/or sales price/rent.

Type of Unit	# of Units	# of Bdrms	# of Baths	Gross Sq. Ft.	# of Parking Spaces	Sales Price/Rent	Condo Fee	Handicap Accessible
Affordable	<u>15</u>	<u>1</u>	<u>1</u>	<u>685 - 863</u>	<u>1</u>	<u>\$1,363</u>		<input type="checkbox"/> # _____
	<u>7</u>	<u>2</u>	<u>1 or 2</u>	<u>1,040 - 1,060</u>	<u>1</u>	<u>\$1,511</u>		<input type="checkbox"/> # _____
	<u>2</u>	<u>3</u>	<u>2</u>	<u>1,340</u>	<u>1</u>	<u>\$1,659</u>		<input type="checkbox"/> # _____
	_____	_____	_____	_____	_____	_____	_____	<input type="checkbox"/> # _____
Market	<u>43</u>	<u>1</u>	<u>1</u>	<u>685 - 863</u>	<u>1</u>	<u>\$2,072</u>	_____	<input type="checkbox"/> # _____
	<u>21</u>	<u>2</u>	<u>1 or 2</u>	<u>1,040 - 1,060</u>	<u>1</u>	<u>\$2,863</u>	_____	<input type="checkbox"/> # _____
	<u>8</u>	<u>3</u>	<u>2</u>	<u>1,340 - 1,530</u>	<u>1</u>	<u>\$3,150</u>	_____	<input type="checkbox"/> # _____
	_____	_____	_____	_____	_____	_____	_____	<input type="checkbox"/> # _____
Other	_____	_____	_____	_____	_____	_____	_____	<input type="checkbox"/> # _____
	_____	_____	_____	_____	_____	_____	_____	<input type="checkbox"/> # _____

VI. SITE INFORMATION

1. Total Acreage 9.29 Total Buildable Acreage 9.26

2. Describe the current and prior uses of the subject site: Wooded Area, subdivision road has been previously installed.

Existing buildings on site? Yes ☐ No ☒

If yes, describe plans for these buildings:

3. Current Zoning Classification:

Residential X (minimum lot size). 40,000 s.f.

Commercial _____ Industrial _____ Other _____

4. Does any portion of the site contain significant topographical features such as wetlands?

Yes ☒ No ☐ If yes, how many acres are wetlands? .03 Acres (NOTE: There is an adjacent parcel containing 3.95 acres of wetlands which had previously been gifted to the Town.

If yes, attach map of site noting wetland areas.

Is map attached? ☒ Yes ☐ No

5. Is the site located within a designated flood hazard area?

Yes ☐ No ☒

If yes, please attach a map of the site with flood plain designations.

Is map attached? ☐ Yes ☐ No

6. Is the site or any building located on the site listed, nominated or eligible for listing on the National Register of Historic Places? Yes ☐ No ☒

7. Is the site within a Historic District? Yes ☐ No ☒

If yes, describe the architectural, structural and landscape features of the area:

8. In the past three years, have there been any defaults on any mortgage on the property or any other forms of financial distress?

Yes ☐ No ☒ If yes, please explain: _____

9. ☐ Indicate which utilities are available to the site:

Public Sewer	<input type="checkbox"/>	Private Septic	<input type="checkbox"/>	Public Streets	<input checked="" type="checkbox"/>
Public Water	<input checked="" type="checkbox"/>	Private Wells	<input type="checkbox"/>	Private Ways	<input type="checkbox"/>
Natural Gas	<input type="checkbox"/>	Electricity	<input checked="" type="checkbox"/>		
On-site Sewer Treatment Facility	<input checked="" type="checkbox"/>				

Other ☐ Explain: There is the potential for public sewer in the near future.

10. Describe any known or suspected hazardous waste sites on or within a ½ mile radius of the project site. NONE

11. Has a 21E hazardous waste assessment ever been done on this site? If so, attach a summary of the filing. ☐ Yes ☒ No

12. What waivers will be requested under the comprehensive permit? To allow for Multi family in single family zoning district, some dimensional offsets, limited wetland offset relief

13. Describe the current status of site control and attach copies of relevant deeds or executed agreements.

A. ☐ Owned by Developer _____

B. ☒ Under Purchase and Sale Agreement – Copy of Agreement attached.

C. ☐ Under Option _____

Seller: HFH Development, LLC Buyer: Kemah Apartments, LLC

Is there an identity of interest between the Buyer and Seller? If yes, please explain:
No

Date of Agreement July 7, 2021 Expiration Date 2 years

Extensions granted? Yes ☐ No ☐ Date of Extension _____

Purchase Price \$3,072,000

PURCHASE AND SALE AGREEMENT

1. PARTIES
AND MAILING
ADDRESSES

This 7th day of July, 2021

HFH DEVELOPMENT, LLC, a Massachusetts limited liability company of _____ ("Seller"), agrees to sell, and **KEMAH APARTMENTS LLC**, a Massachusetts limited liability company of 100 Merrimack Street, Suite 401, Lowell, MA 01852 ("Buyer") agrees to buy upon the terms hereinafter set forth, the following described premises:

2. DESCRIPTION

A parcel of land with all appurtenant rights and benefits and the improvements thereon owned by the Seller in Harwich, Massachusetts off Forest Street and Sisson Road, and shown as Lots 1-7 and 9 on a Plan recorded with the Barnstable Registry of Deeds in Plan Book 666, 20 and Parcel A-1 on a Plan recorded with said Deeds in Plan Book 666, Page 19 (herein the "premises"). For Seller's title see the deeds recorded with the Barnstable Registry of Deeds in Book 29940, Page 204 and in Book 29940, Page 206.

3. BUILDINGS,
STRUCTURES,
IMPROVEMENTS,
FIXTURES

Included in the sale as a part of said premises are the buildings, structures, and improvements now thereon, and the fixtures, used in connection therewith, if any, as well as all permits, licenses, approvals and authorizations issued by any governmental authority in connection with said premises, including the Government Approvals (as defined herein).

4. TITLE DEED

Said premises are to be conveyed by a good and sufficient quitclaim deed running to the Buyer, or to the nominee designated by the Buyer by written notice to the Seller at least five (5) days before the deed is to be delivered as herein provided, and said deed shall convey a good and clear record and marketable title thereto, free from encroachments and encumbrances, except

- (a) Provisions of existing building and zoning laws;
- (b) deleted;
- (c) Such taxes for the then current year as are not due and payable on the date of the delivery of such deed;
- (d) Any liens for municipal betterments assessed after the date of the delivery of such deed;
- (e) Easements, restrictions and reservations of record, if any, so long as the same do not prohibit or materially interfere with the Project (as defined below).
- (f) Declaration of Restriction recorded in Book 29940, Page 267;
- (g) Letter from Division of Fisheries & Wildlife recorded in Book 29940, Page 272;
- (h) Order of Conditions from the Harwich Conservation Commission recorded in Book 29940, Page 285;
- (i) Provisions contained in the deed recorded in Book 29940, Page 208;
- (j) Easement recorded in Book 29940, Page 249.
- (k) Declaration of Protective Covenants recorded in Book 29940, Page 256.

5. PLANS

6. REGISTERED
TITLE

7. PURCHASE
PRICE

If said deed refers to a plan necessary to be recorded therewith the Seller shall deliver such plan with the deed in form adequate for recording or registration.

In addition to the foregoing, if the title to said premises is registered, said deed shall be in form sufficient to entitle the Buyer to a Certificate of Title of said premises, and the Seller shall deliver with said deed all instruments, if any, necessary to enable the Buyer to obtain such Certificate of Title.

The agreed purchase price for said premises is \$3,072,000.00 of which

\$100,000.00 shall be paid to Buyer's Title Agent (as defined herein) within 2 business days after the date hereof, and subject to adjustment as herein provided, the balance of the purchase price is to be paid on the closing date to Buyer's Title Company by bank wire transfer.

8. TIME FOR PERFORMANCE;
DELIVERY OF DEED
- The delivery of the Deed and the consummation of the transactions contemplated hereby (the "Closing") shall take place through escrow on the date which is ninety days after Seller has obtained all Government Approvals with all appeal periods expired without appeal having been taken, or if appeal is taken, such appeal is resolved to Buyer's satisfaction, and transferred to Buyer's nominee (it being understood Buyer must assign its rights hereunder to a so-called *Limited Dividend Organization* which must then be approved in accordance with MGL 40B prior to closing).
9. POSSESSION AND CONDITION OF PREMISE
- Full possession of said premises, free of all debris rubbish, rubble, personal property, occupants, licenses and contracts, is to be delivered at the time of the delivery of the deed, said premises to be then (a) in the same condition as they now are, reasonable use and wear thereof excepted, except as herein provided, (b) not in violation of said building and zoning or other laws, and (c) in compliance with the provisions of this Agreement. The Buyer shall be entitled to inspect said premises prior to the delivery of the deed in order to determine whether the condition thereof complies with the terms of this Agreement.
10. EXTENSION TO PERFECT TITLE OR MAKE PREMISES CONFORM
- If the Seller shall be unable to give title or to make conveyance, or to deliver possession of the premises, all as herein stipulated, or if at the time of the delivery of the deed the premises do not conform with the provisions hereof, then the Seller shall use reasonable efforts, to remove any defects in title, or to deliver possession as provided herein, or to make the said premises conform to the provisions hereof, as the case may be, in which event the Seller shall give written notice thereof to the Buyer at or before the time for performance hereunder, and thereupon the time for performance hereof shall be extended for a period of up to thirty days, provided that the costs to Seller shall not exceed one half of one percent of the purchase price, exclusive of any voluntary mortgages, liens, or other encumbrances which may be discharged by the payment of money only..
11. FAILURE TO PERFECT TITLE OR MAKE PREMISES CONFORM, etc.
- If at the expiration of the extended time the Seller shall have failed so to remove any defects in title, deliver possession, or make the premises conform, as the case may be, all as herein agreed, or if at any time during the period of this agreement or any extension thereof, the holder of a mortgage on said premises shall refuse to permit the insurance proceeds, if any, to be used for such purposes, then any payments made under this agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this agreement shall be void without recourse to the parties hereto.
12. BUYER'S ELECTION TO ACCEPT TITLE
- The Buyer shall have the election, at either the original or any extended time for performance, to accept such title as the Seller can deliver to the said premises in their then condition and to pay therefore the purchase price without deduction, in which case the Seller shall convey such title and said Premises. except that in the event of such conveyance in accord with the provisions of this clause.
13. ACCEPTANCE OF DEED
- The acceptance and recording of a deed by the Buyer or its nominee as the case may be, shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms hereof, to be performed after the delivery of said deed.
14. USE OF MONEY TO CLEAR TITLE
- To enable the Seller to make conveyance as herein provided, the Seller may, at the time of delivery of the deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, provided that all instruments so procured are recorded simultaneously with the delivery of said deed, or, with respect to liens held by institutional lenders, thereafter in accordance with usual and acceptable conveyancing practice.
15. INSURANCE
- Until the delivery of the deed, the Seller shall maintain insurance on said premises as follows:
- | Type of Insurance | Amount of Coverage |
|---|--------------------|
| (a) Fire and Extended Coverage | *\$ n/a |
| (b) All risk of loss to remain with Seller until acceptance of the deed by Buyer, except as set forth herein. | |
16. ADJUSTMENTS
- Real estate taxes for the then current fiscal year, shall be apportioned, as of the day of performance of this agreement and the net amount thereof shall be added to or deducted from, as the case may be, the purchase price payable by the Buyer at the time of delivery of the deed.

17. ADJUSTMENT OF UNASSESSED AND ABATED TAXES
If the amount of said taxes is not known at the time of the delivery of the deed, they shall be apportioned on the basis of the taxes assessed for the preceding fiscal year, with a reapportionment as soon as the new tax rate and valuation can be ascertained; and, if the taxes which are to be apportioned shall thereafter be reduced by abatement, the amount of such abatement, less the reasonable cost of obtaining the same, shall be apportioned between the parties, provided that neither party shall be obligated to institute or prosecute proceedings for an abatement unless herein otherwise agreed.
18. BROKER
Deleted
19. BROKER(S) WARRANTY
Deleted
20. DEPOSIT
All deposits made hereunder shall be held in escrow by Rollins, Rollins & Fox, P.C. ("Buyer's Title Company") and shall be duly accounted for at the time for performance of this agreement. In the event of any disagreement between the parties, the deposits shall continue to be held in escrow pending instructions mutually given by the Seller and the Buyer or final disposition through either litigation or binding arbitration.
21. Buyer's DEFAULT; DAMAGES
If the Buyer shall fail to fulfill the Buyer's agreements herein, all deposits made hereunder by the Buyer shall be retained by the Seller as liquidated damages and this shall be Seller's sole remedy, whether in law and in equity or otherwise.
22. RELEASE BY HUSBAND OR WIFE
DELETED
23. BROKER AS PARTY
DELETED
24. LIABILITY OF TRUSTEE, SHAREHOLDER, BENEFICIARY, etc.
If the Seller or Buyer executes this agreement in a representative or fiduciary capacity, only the principal or the estate represented shall be bound, and neither the Seller or Buyer so executing, nor any shareholder or beneficiary of any trust, shall be personally liable for any obligation, express or implied, hereunder.
25. WARRANTIES AND REPRESENTATIONS
The Buyer acknowledges that the Buyer has not been influenced to enter into this transaction nor has he relied upon any warranties or representations not set forth or incorporated in this agreement or previously made in writing, except for the following additional warranties and representations, if any, made by either the Seller or the Broker(s): NONE, except as stated herein.
26. MORTGAGE CONTINGENCY CLAUSE
DELETED
27. CONSTRUCTION OF AGREEMENT
This instrument, executed in multiple counterparts, is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and enures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be cancelled, modified or amended only by a written instrument executed by both the Seller and the Buyer or their respective attorneys. If two or more persons are named herein as Buyer their obligations hereunder shall be joint and several. The captions and marginal notes are used only as a matter of convenience and are not to be considered a part of this agreement or to be used in determining the intent of the parties to it. Digitally signed and electronically circulated copies of this instrument and any amendments hereto shall have the same force and effect as wet signed originals.
28. LEAD PAINT LAW
Deleted
29. SMOKE DETECTORS
Deleted
30. ADDITIONAL PROVISIONS
See Rider(s) attached hereto, executed herewith and made a part hereof.

Seller: HFH DEVELOPMENT, LLC

Buyer: KEMAH APARTMENTS LLC

By: 
Gary Terry, Manager

By: 
Brian Bush, Manager

RIDER TO PURCHASE AND SALE AGREEMENT

HFH DEVELOPMENT, LLC ("Seller")

KEMAH APARTMENTS LLC ("Buyer")

13.21 acres Off and Forrest Street and Sisson Road, Harwich, MA ("Premises" or "Property")

31. **ACCESS/ENVIRONMENTAL:** Seller will permit Buyer reasonable access, at reasonable times with reasonable notice, to the Premises for the purpose of making inspections and investigations, and Buyer shall indemnify and hold Seller harmless for any and all liability to third parties as a result of Buyer's conduct on the Premises, except as a result of the negligence of Seller or its agents.

Buyer shall be permitted to perform environmental testing and studies at the Premises. In the event that Buyer determines that there are any violations of environmental laws, or discovers the presence of any hazardous materials or substances, Buyer shall be permitted to terminate this transaction, in which case all deposits shall be returned to Buyer. This contingency shall expire on October 1, 2021.

32. **GOVERNMENT APPROVALS:**

Seller shall, at Seller's sole cost and expense, use continuous diligent efforts to obtain all necessary government approvals, on terms acceptable to Buyer ("Government Approvals") for the construction of a residential development (rental only) with ninety six (96) units, so that Buyer can obtain building permits for the project without further condition, pursuant to G.L. c. 40(B), with twenty-five (25%) of the units being affordable units at eighty (80%) of Area Median Income, the balance being market rate units ("Project"). The initial Comprehensive Permit Application shall be for 96 residential rental units. If at any time that Buyer or Seller determines, in either's reasonable discretion, that the Governmental Approvals for the Project will not or cannot be obtained as above provided within two (2) years after the date hereof, Buyer or Seller shall have the right, but not the obligation, to terminate this Agreement by written notice to the other party whereupon the Deposit shall be refunded to Buyer and this Agreement shall be of no further force or effect.

The term "Governmental Approvals" hereunder shall expressly include all consents, approvals, licenses, variances, comprehensive permits, including but not limited to: Comprehensive Permit, Order of Conditions, wastewater permits, stormwater management permits, utility permits, etc. and permits necessary for construction of the Project, other than building permits, under all federal, state, municipal, and regional codes, statutes, ordinances, by-laws, rules and regulations now in effect or hereafter enacted, with all appeal periods therefrom having expired without appeal, or if appeals are taken, when such appeals are resolved to the reasonable satisfaction of Buyer and with any other pending litigation involving this project dismissed or resolved to the Buyer's satisfaction.

Buyer and Seller agree to cooperate and collaborate in good faith in furtherance of obtaining the Government Approvals but Buyer shall not be required to attend meetings/hearings and shall not be required to incur cost in furtherance of the Government Approvals. Seller hereby authorizes Buyer to apply for any code related permits, such as building, plumbing and electrical permits prior to closing, and will provide any necessary assents/consents in furtherance of the foregoing.

33. **TITLE:** It is understood and agreed by the parties that the Premises shall not be in conformity with the title provisions of this Agreement unless:

(a) all buildings, structures and improvements, including but not limited to any driveways and waste disposal, and all means of access to the Premises, shall be located completely within the boundary lines of said Premises and shall not encroach upon or under the property of any other person or entity;

(b) no building, structure or improvements of any kind belonging to any other person or entity shall encroach upon or under said Premises;

(c) the Premises shall abut and shall have legal vehicular access to a public way, duly laid out or accepted as such by the city or town in which said Premises are located; and

(d) title to the Premises is insurable for the benefit of Buyer by a title insurance company qualified to do business in Massachusetts and issuing an ALTA Owner's Policy at published standard premium rates with standard exceptions but otherwise without qualifications as to the quality of title.

(e) all Orders of Conditions, except for those associated with obtaining the approvals for the Project have been closed as evidenced by a recorded Certificate of Compliance.

In the event of a title matter for which a title insurance company is willing to issue a so-called "clean" policy or provide "affirmative coverage" over a known defect or problem, Buyer may elect to accept same but shall not be required to do so, and shall have the right, at the option of their counsel, to deem title to the premises unacceptable or unmarketable and to terminate this Agreement.

34. REPRESENTATIONS: Seller hereby makes the following representations to Buyer to the best of Seller's knowledge and without any duty of independent investigation as of the Effective Date, which representations shall be deemed to have been made again as of the Closing Date (updated to reflect the then state of facts).

Pending Actions. There is no action, suit, arbitration, unsatisfied order or judgment, government investigation or proceeding pending of which Seller has knowledge against Seller or the Property, which, if adversely determined, could individually or in the aggregate interfere with the consummation of the transaction contemplated by this Agreement or adversely affect the Seller, Project or the Property. There is no litigation which has been filed against the Property itself, or against Seller that in either case would materially affect the Property or use thereof, or Seller's ability to perform hereunder. Seller has not (i) commenced a voluntary case, or had entered against it a petition, for relief under any federal bankruptcy act or any similar petition, order or decree under any federal or state law or statute relative to bankruptcy, insolvency or other relief for debtors, or (ii) caused, suffered or consented to the appointment of a receiver, trustee, administrator, conservator, liquidator or similar official in any federal, state or foreign judicial or nonjudicial proceeding, to hold, administer and/or liquidate all or substantially all of its assets.

Operating Agreements. There are no Operating Agreements and will be no Operating Agreements as of the closing

Condemnation. There are no pending, or to Seller's knowledge, contemplated condemnation proceedings relating to the Property.

Violations. Seller has knowledge (a) of any existing or uncured violation of any federal, state or local law or governmental requirements relating to the Property or the use or operation thereof, which has not been cure, and (b) any change in the zoning classification, any condemnation proceedings or any proceedings to widen or realign any street or highway adjacent to any Property.

Leases. There are no leases or occupancy agreements affecting the Property.

Environmental Matters. Seller has no knowledge of the existence of any Hazardous Substance present in, on, under, or about the Property in violation of, or potential violation of, any applicable federal, state, or local law, regulation, ordinance, judgment or court order relating to the same. For purposes hereof, the term "Hazardous Substance" shall mean any petroleum, chemical, toxic or other so-called hazardous substance, the storage, release, transportation, and/or manufacture of which is the subject of any statute and/or regulation by the United States Environmental Protection Agency, or any similar state environmental protection and/or oversight agency.

Betterments. Seller has knowledge of any proposed or existing betterment assessment against the Property;

Restrictive Covenants. Other than those documents listed in Paragraph 4 of this Agreement, Seller has no knowledge of any violation of any recorded restrictions affecting the Property;

Third Party Purchase Rights. Seller has not granted to any person other than Buyer a right of first refusal, option to purchase, or other right to purchase all or any part of the Property; and

The representations of Seller in this Section shall survive for twelve (12) months after Closing, but Seller shall have no liability until such time as Buyer has incurred expenses in the aggregate in excess of Ten Thousand Dollars (\$10,000) in connection with this clause.

35. SELLER'S DOCUMENTS:

(a) Within 10 days after the date hereof, Seller shall provide Buyer with copies of any and all studies, investigations and reports related to the Premises, including any environmental and geotechnical studies and reports.

(b) At closing, Seller agrees to deliver such affidavits, documents and certificates as may be customarily required by Buyer's Title Company, including without limitation the following: (i) an affidavit stating that Seller is not a foreign person under Internal Revenue Code, Section 1445; (ii) an affidavit to Buyer and Buyer's title insurance company certifying that there are no parties in possession of the Premises and that no work has been done on the Premises which would entitle anyone to claim a mechanic's or materialman's lien with respect to the Premises; (iii) Internal Revenue Code, 1099S Form; and (iv) closing statement.

36. SELLER DEFAULT:

If Seller is unwilling or unable to convey title subject to and in accordance with the terms of the Agreement, Buyer shall elect one of the following rights and remedies:

Buyer shall have the right to terminate this Agreement by notice to Seller, in which event the Deposit together with interest thereon shall be paid to Buyer, and all obligations of the parties under this Agreement shall terminate except for the Buyer's obligations which expressly survive termination;

Buyer shall have the right to waive the breach or default and proceed to Closing in accordance with the provisions of this Agreement without reduction of the Purchase Price; or

If Seller is unwilling to close, Buyer may seek specific performance and damages for Seller's unwillingness to execute and deliver the documents necessary to convey the Property to Buyer as herein required.

37. REBA STANDARDS: Any matter or practice arising under or relating to this Agreement which is the subject of a title or practice standard of the Massachusetts Real Estate Bar Association shall be governed by such standard to the extent applicable and not inconsistent with the terms hereof.

38. BROKERS: Buyer and Seller both represent that they have not contacted any real estate broker in connection with this transaction. Each party agrees to indemnify the other and hold the other harmless from any claim, loss or cost for any other brokerage commissions arising out of actions or inactions of the indemnitor in connection with this transaction. The provisions of this paragraph shall survive delivery of the deed.

39. NOTICES: Notices shall be effective when delivered by hand, by overnight courier, by email with confirmation of sending, or receipted facsimile transmission to the parties at the following addresses: to Buyer shall be deemed given when received at the office of Buyer's attorney, Joshua M. Fox, Esquire, 36 Glen Ave., Newton, MA 02459 (Phone: (617) 969-7555; Fax: (617) 969-5281 Email: jfox@rrf-law.com). Any such notice to Seller shall be deemed given when received at the office of Seller's attorney

40. DRAFTS: The submission of a draft of the Agreement or summary of some or all of its provisions does not constitute an offer to sell or acceptance of any offer to buy the Premises unless or until the Agreement has been

executed by both the Buyer and the Seller and a fully executed copy thereof and all exhibits incorporated by reference have been delivered to each party.

41. **PRIOR AGREEMENTS:** This Agreement supersedes all prior written or any oral agreements between the parties.

42. **DATE OF PERFORMANCE:** If the date on which any performance required hereunder is other than a business day or a day in which the Registry of Deeds serving the Real Property is open for business, then such performance shall be required as of the next following business day.

43. **PREVAILING PARTY:** If litigation is instituted by either party to enforce the terms of this Agreement, the non-prevailing party shall be responsible to pay the reasonable costs and expenses of the prevailing party in the litigation, including, but not limited to, reasonable attorneys' fees.

44. **COVID CLAUSE:** The Parties further agree and acknowledge that in the event either the Buyer, Buyer's lender, Seller, any of their respective attorneys, or the Registry of Deeds becomes the subject of a voluntary or mandatory COVID-19 virus quarantine or closure order from any governmental agency prior to or at the time for performance hereunder, the closing shall be automatically extended at the request of either Party until such time after the delay has concluded and as such time is reasonably needed for the non-performing party to perform.

45. **Limited Power of Attorney for Extensions:** SELLER and BUYER hereby appoint their respective attorneys as attorneys in fact for the limited purpose of signing any extensions or amendments to this Purchase and Sale Agreement. This Power of Attorney shall not be affected by the subsequent disability or incapacity of the principal.

46. **Interim Facsimile or Electronic Signatures:**

To the extent allowed by law, facsimile and/or electronically transmitted signatures on this Agreement and any subsequent amendments shall have the effect as delivery of signed originals, provided that originals are subsequently delivered or exchanged, as the case may be.

47. **No recording:**

If the Buyer either makes an assignment of its rights under this Agreement to an entity which is not controlled by Jeffrey and/or Brian Bush or records a copy of this Agreement with the Registry of Deeds, the Seller may at its option declare the Seller's obligations hereunder null and void and deem the Buyer in default of his or her obligations hereunder. The designation of a merely title nominee pursuant to clause 4 of the agreement shall not be deemed an assignment by the Buyer within the meaning of this clause.

48. **Seller's Statements and Representations:**

All of the Seller's statements and representations in this Agreement or any rider/addendum are made to the Seller's actual knowledge and without conducting any independent investigation or inquiry. No statement, representation, covenant or warranty shall survive the delivery of the deed unless expressly stated in this Agreement or in a separate instrument or agreement signed by the Seller. Nothing contained in this Agreement shall require Seller to take additional actions or make further inquiry with regard to any matter in this Agreement. No such statement, representation, covenant or warranty shall constitute a statement, representation, covenant or warranty against the future occurrence of such matter. The provisions of this paragraph shall survive delivery and recording of the deed or the termination of this Agreement.

49. In addition, SELLER's title to the premises shall be deemed to meet the requirements of Sections 4 and 33 hereof for all purposes unless written notice of a claimed title defect is provided SELLER on or before October 1, 2021. Such notice shall specify any defects in title claimed in SELLER's title, which may include objections to the items listed in Paragraph 4(f)-(k) if the same materially adversely affects the Project (and SELLER shall have the obligations set forth in Section 10) and BUYER shall have rights with respect to SELLER's title only in respect to (a) defects in title existing as of the end date of BUYER's title examination, which have been claimed in such notice and (b) defects in title arising after the end date of BUYER's title examination. BUYER shall take title to and pay the purchase price for the premises subject to any defects in title existing as of the end date of Buyer's title

examination, which have not been claimed in such notice. SELLER shall not permit any encumbrance of the title between the end date of BUYER's title examination and the closing.

Executed under seal as of this 7th day of July, 2021.

Seller: HFH DEVELOPMENT, LLC

By:

Gary Terry

, Manager

Buyer: KEMAH APARTMENTS LLC

By:

Brian Bush, Manager

VII. DESIGN AND CONSTRUCTION

1. Drawings

Please submit one set of drawings.

Cover sheet showing written tabulation of:

- ☒ Proposed buildings by design, ownership type, and size. Identity and describe affordable units and handicapped accessible units.
- ☒ Dwelling unit distribution by floor, size, and bedroom/bath number
- ☒ Square footage breakdown of commercial, residential, community, and other usage in the buildings
- ☒ Number of parking spaces

Site plan showing:

- ☒ Lot lines, streets, and existing buildings
- ☒ Proposed building footprint(s), parking (auto and bicycle), and general dimensions
- ☐ Zoning restrictions (i.e. setback requirements, easements, height restrictions, etc).
- ☒ Wetlands, contours, ledge, and other environmental constraints
- ☒ Identification of affordable units
- ☒ Identification of handicapped accessible units.
- ☒ Sidewalks and recreational paths
- ☒ Site improvements, including landscaping
- ☐ Flood plain (if applicable) N/A

Utilities plan showing:

- ☒ Existing and proposed locations and types of sewage, water, drainage facilities, etc.

Graphic depiction of the design showing:

- ☒ Typical building plan
- ☒ Typical unit plan for each unit type with square footage tabulation
- ☒ Typical unit plan for each accessible unit type with square footage tabulation
- ☒ Elevation, section, perspective, or photograph
- ☐ Typical wall section

2. **Construction Information**

<u>Foundations</u>	# Mkt. Units	# Aff. Units		# Mkt. Units	# Aff. Units
Slab on Grade	<u>72</u>	<u>24</u>	Unfinished	<u>72</u>	<u>24</u>
Crawl Space	_____	_____	Finished	_____	_____
Full Basement	_____	_____	Other	_____	_____
<u>Exterior Finish</u>	# Mkt. Units	# Aff. Units		# Mkt. Units	# Aff. Units
Wood	_____	_____	Parking		
Vinyl	<u>72</u>	<u>24</u>	Outdoor	<u>72</u>	<u>24</u>
Brick	_____	_____	Covered	_____	_____
Fiber Cement	<u>72</u>	<u>24</u>	Garage	<u>72</u>	<u>24</u>
Other	_____	_____	Bicycle	<u>72</u>	<u>24</u>

Heating System

Fuel: ☐ Oil ☐ Gas ☒ Electric ☐ Other

Distribution method (air, water, steam, etc.): Split Zone Electric Heat & A/C

Energy Efficient Materials

Describe any energy efficient or sustainable materials used in construction:

Low Flow Toilets, Water Sense Fixtures, Energy Star rated windows & appliances, LED Lighting and Split Zone Heat & A/C systems.

Modular Construction

If modular construction will be used, explain here:

N/A

Amenities

Will all features and amenities be available to market buyers also be available to affordable buyers? If not, explain the differences.

Yes – affordable renters will have the same amenities as market rate renters.

CHLOE'S PATH APARTMENTS

HARWICH, MA

LOCAL INITIATIVE PROGRAM APPLICATION (LIP)

Design & Construction Cover Sheet

- 2 Proposed Buildings with 96 RENTAL Apartments;
- Buildings each contain 48 rental homes with 12 affordable homes per building;
- All apartments will have the same finish and all amenities are available to market rate and affordable homes;
- Plan attached showing proposed Affordable locations (see Affordable Marketing Section);
- 1, 2 & 3 bedroom apartments are to be available. Sizes range from 685 square feet to 1,530 square feet.
- Site Consists of Only Residential Space; Approximately 60,500 square feet per building;
- There is basement level garage parking for a total of 96 spaces. All Units will receive one garage space. There are an additional 59 surface parking spaces. Electric Car Charging Stations proposed;
- There is dedicated Bike Storage space in the garage and exterior bike racks for resident usage;
- The buildings have elevators, so ALL units are handicapped adaptable. The buildings will meet all other state code requirements as it relates to handicapped accessibility.


SISSON ROAD, HARWICH, MASSACHUSETTS



CHLOE'S PATH HOUSING
P.O. BOX 612, NORTH CHATHAM, MA 02650

CONCEPT SEWAGE & DRAINAGE LAYOUT
CHLOE'S PATH, HARWICH, MA 02645

J.M. O'REILLY & ASSOCIATES, INC.
Professional Engineering & Land Surveying Services





1 CONCEPTUAL SITE PLAN
1" = 40'-0"

CHLOE'S PATH HOUSING
HARWICH, MA 02645

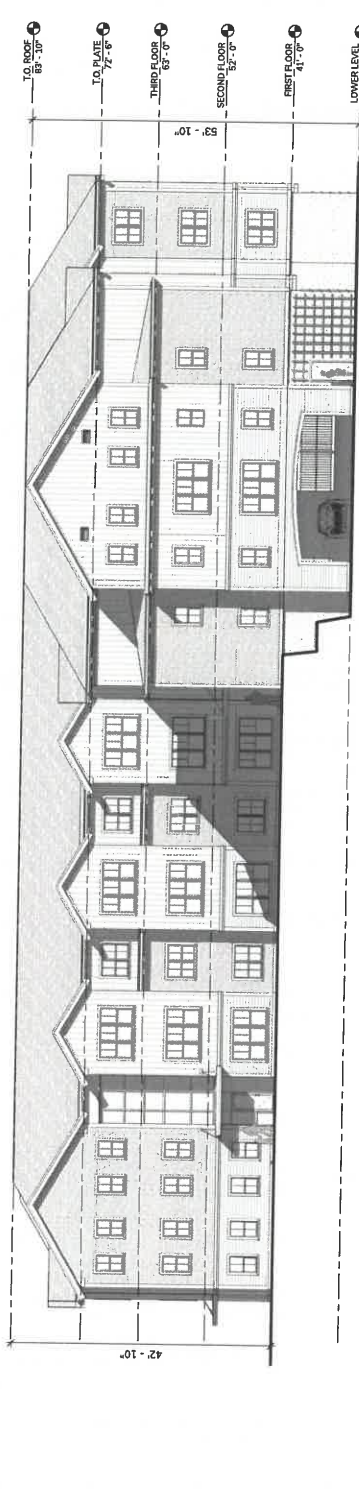
PROPOSED
CONCEPTUAL
SITE PLAN

DATE ISSUED:		06.11.2020
REVISIONS:		
NO.	DESCRIPTION	DATE
1	Revised	06.11.2020

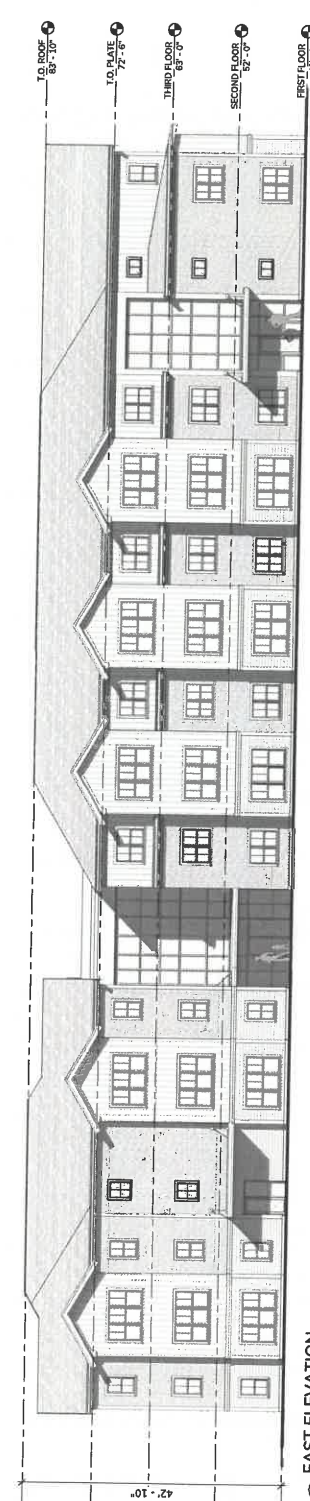
DRAWN BY:	Author
SCALE:	1" = 40'-0"
DRAWING NO.:	

SP1.1

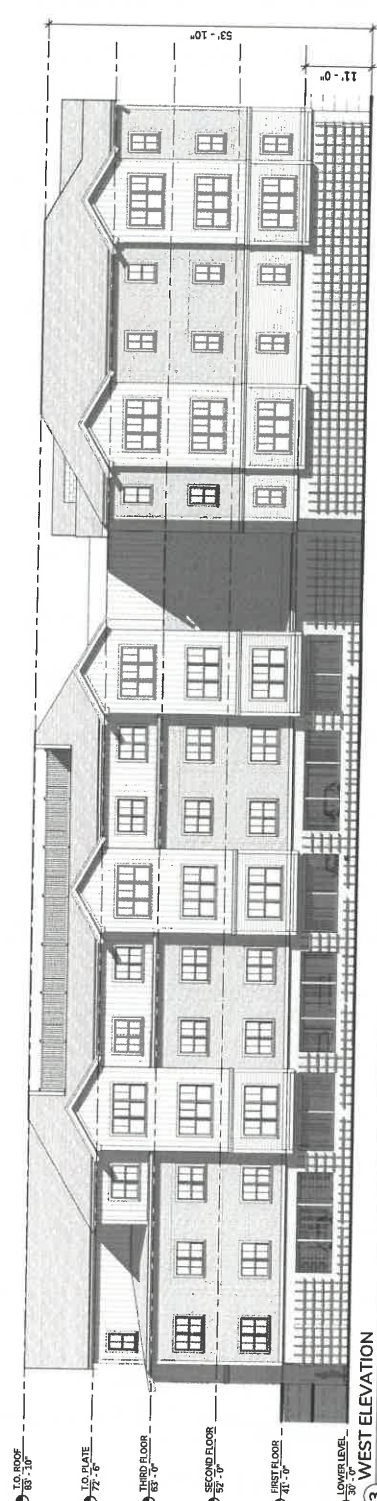
Approved for Review: 06.11.2020
Author: Author
Date: 06.11.2020
Drawing No: SP1.1



① NORTH ELEVATION
1/8" = 1'-0"



② EAST ELEVATION
1/8" = 1'-0"



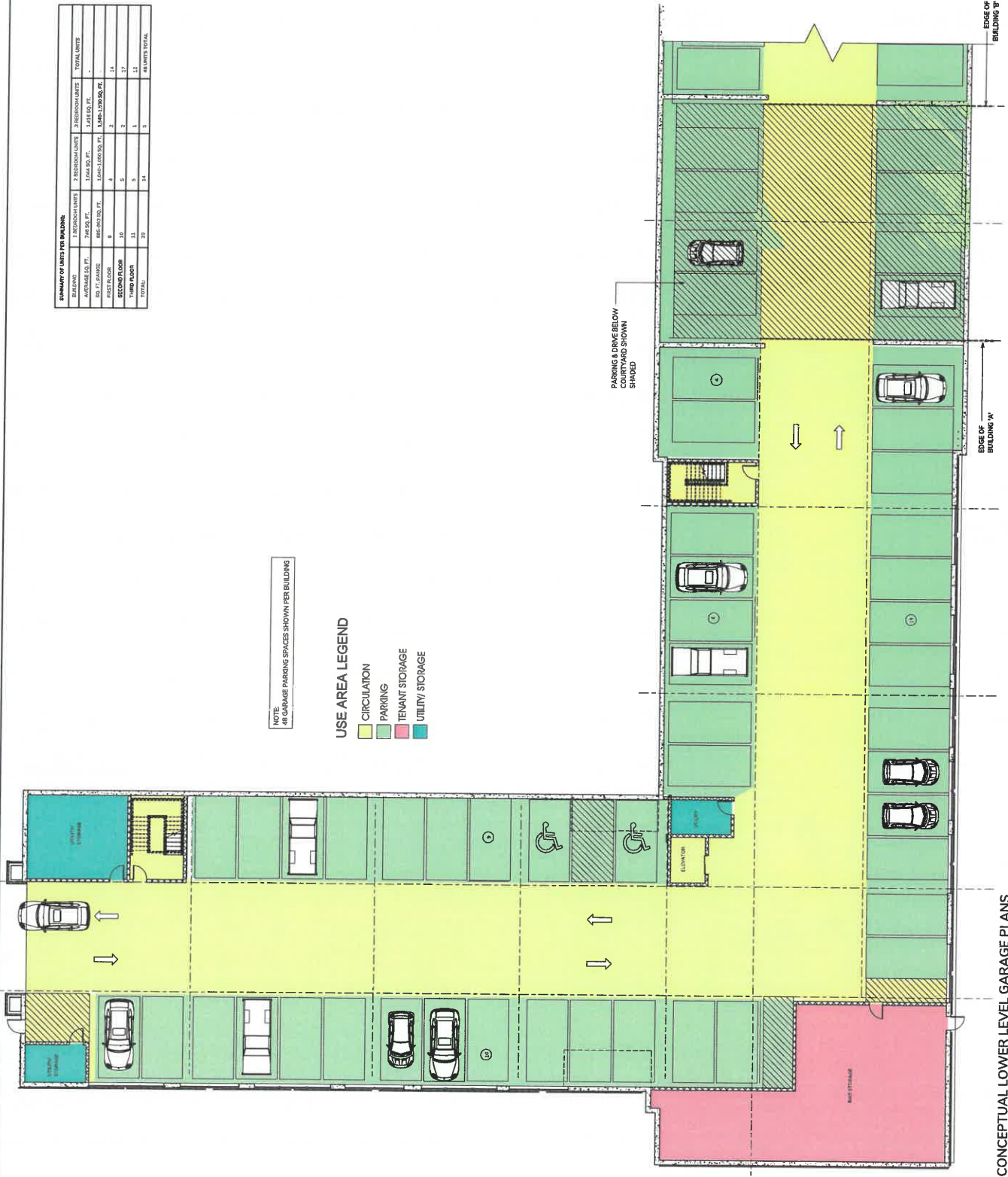
③ WEST ELEVATION
1/8" = 1'-0"

SUMMARY OF UNITS PER BUILDING				
BUILDING	1 BEDROOM UNITS	2 BEDROOM UNITS	3 BEDROOM UNITS	TOTAL UNITS
AVERAGE SQ. FT.	748 SQ. FT.	1,044 SQ. FT.	1,431 SQ. FT.	-
SQ. FT. RANGE	686-812 SQ. FT.	1,040-1,085 SQ. FT.	1,286-1,379 SQ. FT.	-
FIRST FLOOR	8	4	2	14
SECOND FLOOR	10	5	2	17
THIRD FLOOR	13	5	1	19
TOTAL	31	14	5	50

NOTE:
48 GARAGE PARKING SPACES SHOWN PER BUILDING

USE AREA LEGEND

- CIRCULATION
- PARKING
- TENANT STORAGE
- UTILITY STORAGE



1 CONCEPTUAL LOWER LEVEL GARAGE PLANS
1/8" = 1'-0"

DATE REVISION	DESCRIPTION	DATE
06.18.2021	06.18.2021	

DRAWN BY:	Author
SCALE:	As Indicated
DRAWING NO.:	

Summary of Units per Building				
Building	1 Bedroom Units	2 Bedroom Units	3 Bedroom Units	Total Units
Average Sq. Ft.	744.55 Sq. Ft.	1,044.55 Sq. Ft.	1,445.00 Sq. Ft.	-
25.17 DANCE	696-882 SQ. FT.	1,044-1,208 SQ. FT.	1,345-1,525 SQ. FT.	-
1ST FLOOR	6	4	2	14
2ND FLOOR	6	4	2	14
3RD FLOOR	6	4	2	14
4TH FLOOR	6	4	2	14
5TH FLOOR	6	4	2	14
TOTAL	30	20	10	60

- USE AREA LEGEND
- 1 BEDROOM
 - 2 BEDROOM
 - 3 BEDROOM
 - CIRCULATION
 - COMMUNITY SPACE
 - RENTAL OFFICE
 - UTILITY/STORAGE



① CONCEPTUAL 1ST FLOOR PLAN
1/8" = 1'-0"

CONCEPTUAL 1ST FLOOR PLAN

DATE: 04.15.2021
BY: [Signature]
DATE: 04.15.2021

Author: [Signature]
Reviewer: [Signature]
Scale: [Signature]
Drawing No.: [Signature]

SD-1.1

CHLOES PATH HOUSING
HARWICH, MA 02645

Catalyst
Architecture
Where visions take shape
203 WILLOW STREET, SUITE A HARWICH, MA 02645
P: 508-362-0382 WWW.CATALYSTARCHITECTS.COM

Summary of Units per Building				
Building	1 Bedroom Units	2 Bedroom Units	3 Bedroom Units	Total Units
Average Sq. Ft.	744 Sq. Ft.	1,044 Sq. Ft.	1,414 Sq. Ft.	-
Net 17 Range	694-802 Sq. Ft.	1,044-1,085 Sq. Ft.	1,340-1,530 Sq. Ft.	-
Units to Floor	8	4	2	14
Second Floor	19	5	2	27
Third Floor	13	5	1	19
Total	29	14	5	48 Units Total

USE AREA LEGEND

- 1 BEDROOM
- 2 BEDROOM
- 3 BEDROOM
- CIRCULATION
- UTILITY STORAGE



1 CONCEPTUAL 2ND FLOOR PLAN
1/8" = 1'-0"

CHLOE'S PATH HOUSING
HARWICH, MA 02645

CONCEPTUAL
2ND FLOOR
PLAN

DATE REVISIONS
10/1/2021
10/1/2021
10/1/2021

DRAWN BY: J. B. BROWN
SCALE: 1/8" = 1'-0"
DRAWING NO.: SD-1.2

SD-1.2

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USE AREA LEGEND

- 1 BEDROOM
- 2 BEDROOM
- 3 BEDROOM
- CIRCULATION
- UTILITY STORAGE

SUMMARY OF UNITS PER BUILDING				
BUILDING	1 BEDROOM UNITS	2 BEDROOM UNITS	3 BEDROOM UNITS	TOTAL UNITS
AVERAGE SQ. FT.	745 SQ. FT.	1,044 SQ. FT.	1,416 SQ. FT.	-
SD 17 RANGE	405-663 SQ. FT.	1,045-1,296 SQ. FT.	1,345-1,520 SQ. FT.	-
UNIT FLOOR	8	4	2	14
STAIR FLOOR	15	5	2	22
UTILITY FLOOR	15	5	2	22
TOTAL	38	14	6	58

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CHLOES PATH HOUSING
HARWICH, MA 02645

**CONCEPTUAL
3RD FLOOR PLAN**

DATE ISSUED	DATE 2021
PROJECT	DESCRIPTION
DATE	DESCRIPTION

DRAWING NO.
SCALE
Author
Architect

SD-1.3

① CONCEPTUAL 3RD FLOOR PLANS
1/8" = 1'-0"

SUMMARY OF UNITS PER BUILDING				
BUILDING	1 BEDROOM UNITS	2 BEDROOM UNITS	3 BEDROOM UNITS	TOTAL UNITS
AVENUE 50, FT.	746	1,044	2,415	4,205
50, FT. HANSE	495-483	50	2,415	3,003
WETTE FLOOR	8	4	2	14
SECOND FLOOR	10	5	2	17
THIRD FLOOR	11	5	1	17
TOTAL	29	14	5	48 UNITS TOTAL

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SP1.2

DRAWING NO:

DRAWN BY: Author

SCALE:

NO.	DESCRIPTION	DATE
1	ISSUED	06.11.2021

CONCEPTUAL PERSPECTIVE VIEWS

CHLOE'S PATH HOUSING
HARWICH, MA 02645

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VIEW #2 PERSPECTIVE VIEW FROM HALF WAY DOWN THE DRIVEWAY



VIEW #1 - PERSPECTIVE VIEW FROM SISSION ROAD



VIEW #3 - PERSPECTIVE VIEW FROM SISSON ROAD AT FIRE/POLICE STATION



VIEW #4 PERSPECTIVE VIEW FROM PARKING

CHLOE'S PATH HOUSING
HARWICH, MA 02645

CONCEPTUAL
PERSPECTIVE
VIEWS

DATE ISSUED:	06.16.2021
REVISIONS:	LOCATION
NO.	DATE

DRAWN BY:	Author
SCALE:	
DRAWING NO.:	

SP1.3

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VIII. SURROUNDING AREA

1. Describe the land uses in the surrounding neighborhood: There is open space & wetland areas around roughly 50% of the project. The fire/police station is a direct abutter and there are several homes which front on Sisson Road which the project backs up to. Across from the project entrance leads to the Harwich Cultural Center and the Harwich Elementary Street.

2. What is the prevailing zoning in the surrounding neighborhood?
Residential Zoning as well as Municipal Usage

3. How does the project's proposed site plan and design relate to the existing development pattern(s) of the immediately surrounding area?
The street has a mix of residential and municipal uses. The apartment buildings, given their specific location will be barely visible from the street and will blend seamlessly into the neighborhood.

4. Describe and note distances to nearby amenities and services such as shopping, schools, parks and recreation, or municipal offices.
Adjacent to Fire & Police Station, Cultural Center and Elementary School are walking distance, Municipal Offices, Parks, Churches and shops are all within 1 mile of the site.

5. Explain how developing the site contributes to smart growth development in the area (e.g. mixed use, reuse, concentrated development).
The site allows for concentrated development which is close proximity to the Harwich center which has shops, restaurants, town offices and churches.

6. Is the site located near public transit (bus, subway, commuter rail, etc.)? If so, indicate the type, distance to the nearest stop, and frequency of service.
There is a summer bus that operates on the Cape. It runs through Harwich, but not on Sisson Road in front of the property.

214 MA-124

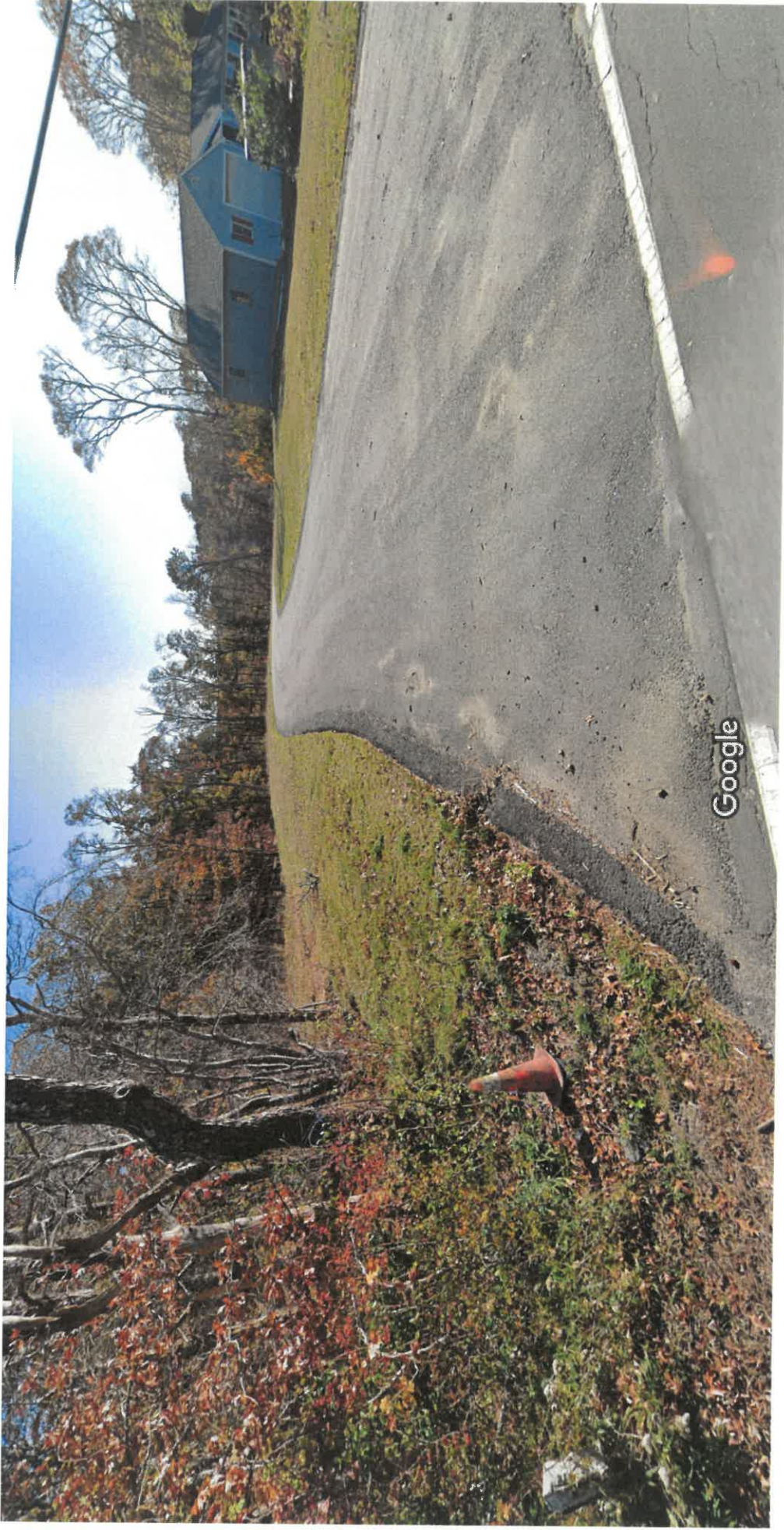


Image capture: Nov 2019 © 2021 Google

Harwich, Massachusetts



Street View

INSTALLED ACCESS DRIVE

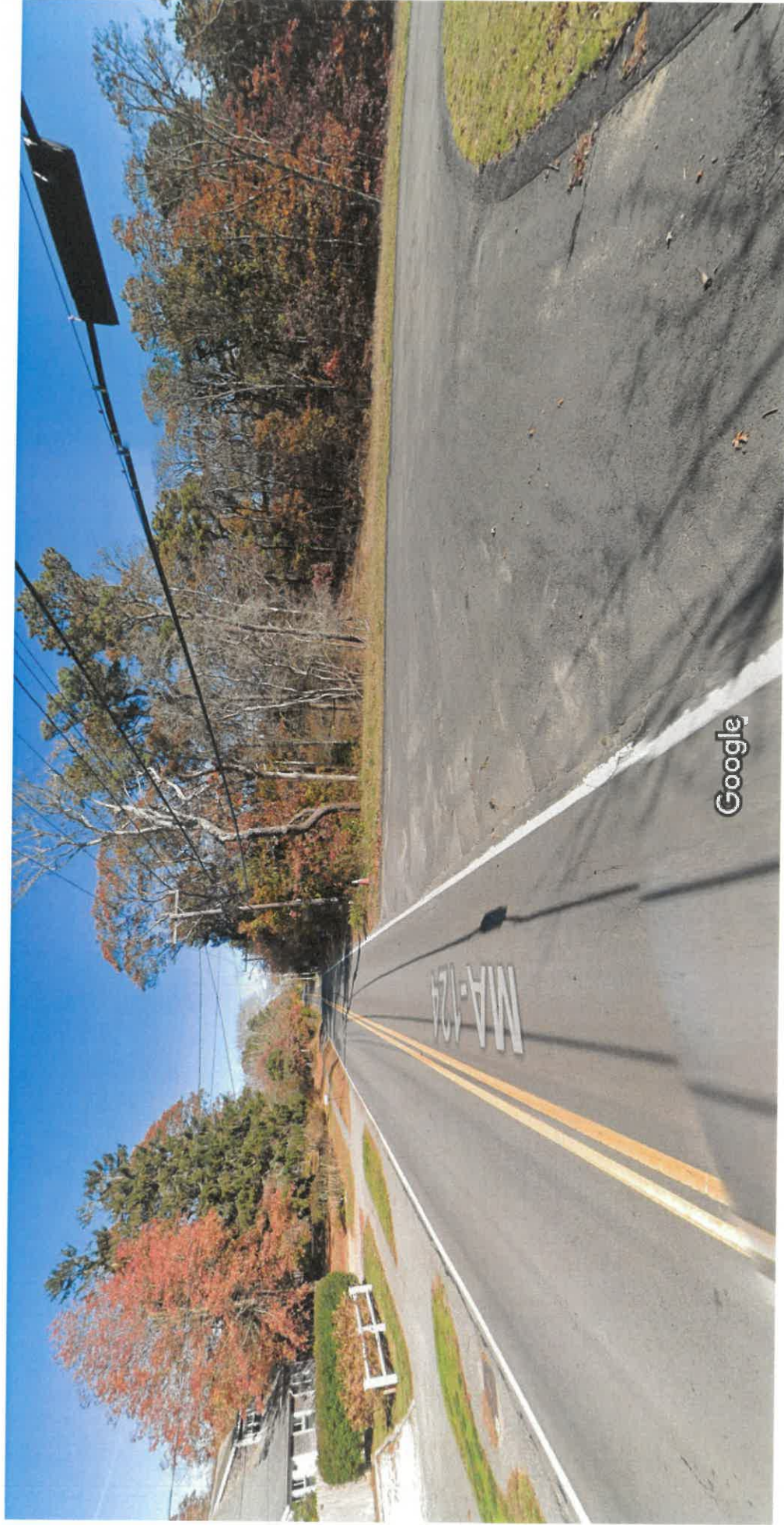


Image capture: Nov 2019 © 2021 Google

Harwich, Massachusetts



Street View



LOOKING RIGHT (NORTH EAST) ON SISSON ROAD
FROM ACCESS DRIVE

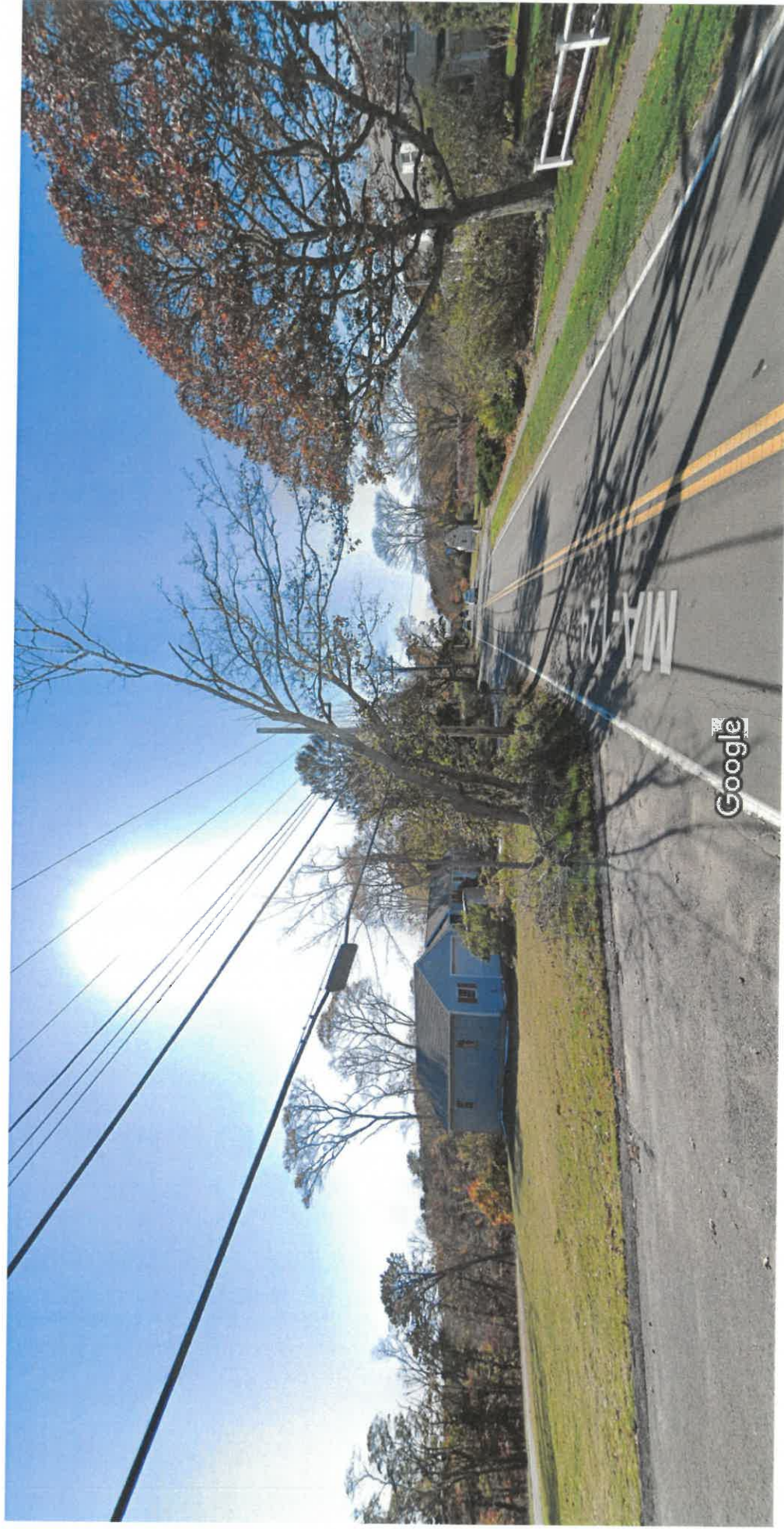


Image capture: Nov 2019 © 2021 Google

Harwich, Massachusetts



Street View



LOOKING LEFT (SOUTHWEST) ON SISSON ROAD
FROM ACCESS DRIVE



Image capture: Nov 2019 © 2021 Google

Harwich, Massachusetts



Street View

ADJACENT PUBLIC SAFETY BUILDING

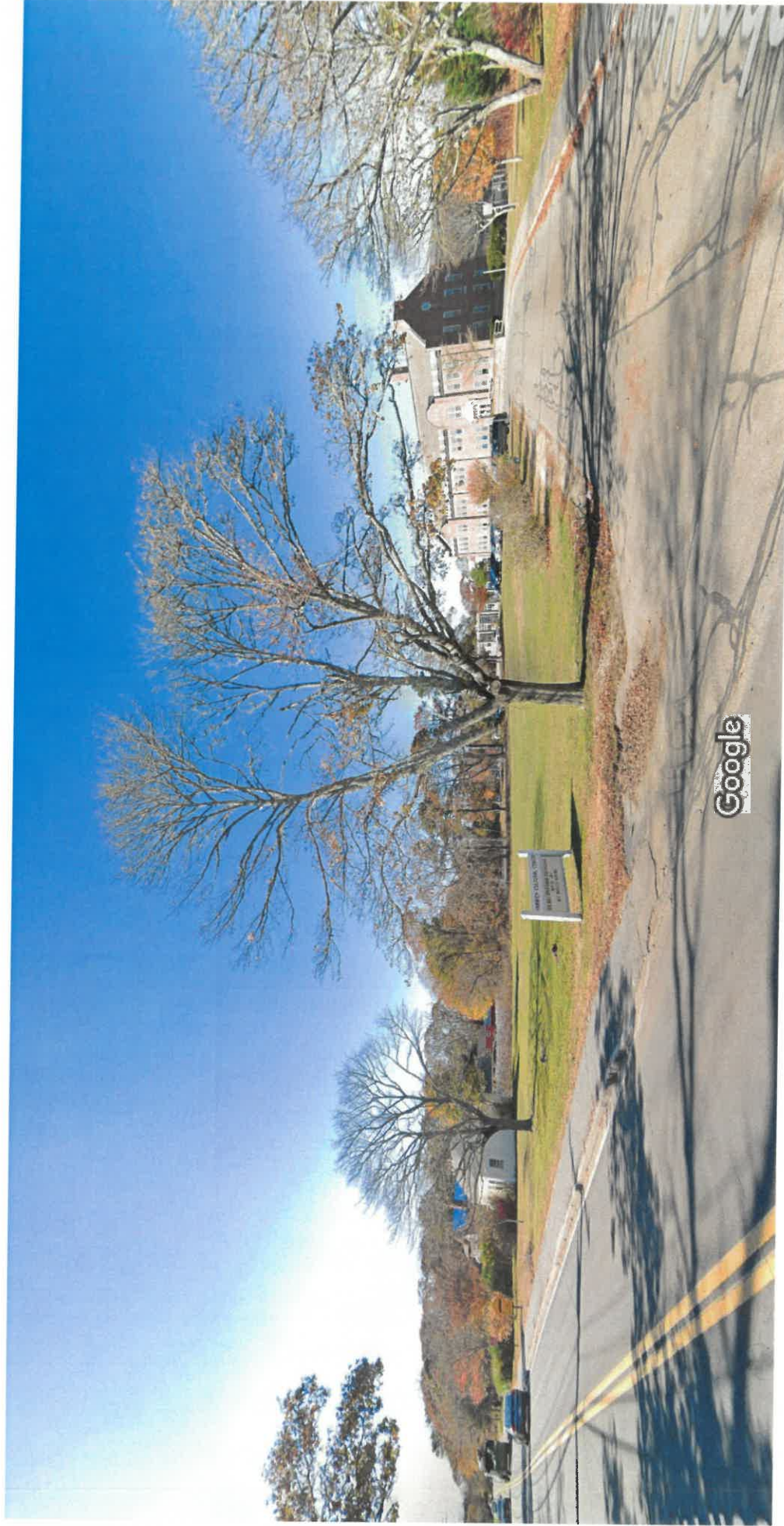


Image capture: Nov 2019 © 2021 Google

Harwich, Massachusetts



Street View

HARWICH CULTURAL CENTER, ACROSS
SISSON ROAD

IX. FINANCING

1. Attach a letter of interest from a construction lender.

Are there any public funds to be used for this project? If yes, indicate the source, amount, use and status of funds: There are no direct public funds being used to fund the development.
There will be a sizable amount of developer equity as well as borrowed funds from a Lending institution.

Describe the form of financial surety to be used to secure the completion of cost certification for this project Letter of Credit from Construction Lender.



Chloe's Path Apartments
Sisson Road, Harwich, MA

Preliminary Construction Budget & Pro Forma

96

Units

<u>Development Items:</u>	<u>Total Costs</u>	<u>Per Unit</u>
Land Value	\$ 3,072,000	\$32,000
<u>Hard Costs:</u>		
General Conditions	\$ 1,500,000	\$15,625
Insurance	\$ 150,000	\$1,563
Bonding	\$ 150,000	\$1,563
Construction Mgt Fees	\$ 850,000	\$8,854
Site Preparation	\$ 1,400,000	\$14,583
Wastewater Treatment	\$ 1,200,000	\$12,500
Building Construction	\$ 14,674,770	\$152,862
Contingency	\$ 863,739	\$8,997
Hard Construction Costs	\$ 20,788,509	\$216,547
<u>Soft Costs:</u>		
Water Connection Fees	\$ 240,000	\$2,500
Municipal/State/40B Fees	\$ 75,000	\$781
Blding Permits	\$ 311,828	\$3,248
Architectural	\$ 200,000	\$2,083
Engineering & Survey	\$ 200,000	\$2,083
Legal	\$ 125,000	\$1,302
Construction Loan Interest	\$ 650,000	\$6,771
Financing/Application Fees	\$ 100,000	\$1,042
Mitigation	\$ 75,000	\$781
Consulting Fees	\$ 100,000	\$1,042
Lottery	\$ 36,000	\$375
Marketing/Commissions	\$ 125,000	\$1,302
Accounting Cost Certification	\$ 40,000	\$417
Development Fee	\$ 1,150,000	\$11,979
Soft Contingency	5% \$ 171,391	\$1,785
Total Soft Costs	\$ 3,599,219	\$37,492
Total Development Costs (TDC)	\$ 27,459,728	\$286,039

Annual Rents (See Unit Designations)	\$	2,419,654		
Less 5% Vacancy	\$	120,983		
Plus Add'l Revenue (pets, parking, etc)	\$	36,295		
Operating Revenue	\$	2,334,966		
Operating Expenses				
RE Taxes - Residential	\$	177,115	75% of TDC @ Tax Rate	\$ 8.60
Insurance	\$	35,040	\$ 365	per unit/year
Utilities	\$	24,000	\$ 250	per unit/year
Water & Sewer	\$	48,000	\$ 500	per unit/year
Maintenance	\$	180,000	\$ 1,875	per unit/year
General & Administration	\$	172,800	\$ 1,800	per unit/year
Reserves	\$	24,000	\$ 250	per unit/year
Total Operating Expenses	\$	660,955	\$ 6,884.95	per unit/year
Net Operating Income	\$	1,674,011		
Interest Expense	\$	1,190,999	75 %TDC Debt/4.00% / 30 yr AMORT	
NET OPERATING PROFIT	\$	483,012	7.04% Return on Equity	

**CHLOE's PATH APARTMENTS
UNIT DESIGNATION REPORT**

<u>Affordable Units</u>	<u>Building</u>	<u>Floor</u>	<u>Unit Number</u>	<u>Bedrooms</u>	<u>Square Feet</u>
X	A	1	101	3	1,340
	A	1	102	3	1,530
X	A	1	103	2	1,060
	A	1	104	2	1,060
X	A	1	105	1	685
	A	1	106	1	830
	A	1	107	2	1,060
X	A	1	108	1	685
	A	1	109	1	863
	A	1	110	1	863
	A	1	111	1	685
	A	1	112	2	1,040
	A	1	113	1	765
X	A	1	114	1	685
X	A	2	201	2	1,040
	A	2	202	3	1,340
	A	2	203	3	1,530
	A	2	204	2	1,060
X	A	2	205	2	1,060
	A	2	206	1	685
	A	2	207	1	830
	A	2	208	2	1,060
	A	2	209	1	685
	A	2	210	1	863
	A	2	211	1	863
X	A	2	212	1	685
	A	2	213	2	1,040
	A	2	214	1	863
	A	2	215	1	685
X	A	2	216	1	685
	A	2	217	1	685
	A	3	301	2	1,040
	A	3	302	3	1,340
	A	3	303	3	1,530
X	A	3	304	2	1,060
	A	3	305	2	1,060
	A	3	306	1	685
	A	3	307	1	830
	A	3	308	2	1,060
X	A	3	309	1	685
	A	3	310	1	863
	A	3	311	1	863
	A	3	312	1	685
	A	3	313	2	1,040
	A	3	314	1	863
	A	3	315	1	685

	A	3	316	1	685
X	A	3	317	1	685
X	B	1	101	3	1,340
	B	1	102	3	1,530
X	B	1	103	2	1,060
	B	1	104	2	1,060
X	B	1	105	1	685
	B	1	106	1	830
	B	1	107	2	1,060
X	B	1	108	1	685
	B	1	109	1	863
	B	1	110	1	863
	B	1	111	1	685
	B	1	112	2	1,040
	B	1	113	1	765
X	B	1	114	1	685
X	B	2	201	2	1,040
	B	2	202	3	1,340
	B	2	203	3	1,530
	B	2	204	2	1,060
X	B	2	205	2	1,060
	B	2	206	1	685
	B	2	207	1	830
	B	2	208	2	1,060
	B	2	209	1	685
	B	2	210	1	863
	B	2	211	1	863
X	B	2	212	1	685
	B	2	213	2	1,040
	B	2	214	1	863
	B	2	215	1	685
X	B	2	216	1	685
	B	2	217	1	685
	B	3	301	2	1,040
	B	3	302	3	1,340
	B	3	303	3	1,530
X	B	3	304	2	1,060
	B	3	305	2	1,060
	B	3	306	1	685
	B	3	307	1	830
	B	3	308	2	1,060
X	B	3	309	1	685
	B	3	310	1	863
	B	3	311	1	863
	B	3	312	1	685
	B	3	313	2	1,040
	B	3	314	1	863
	B	3	315	1	685
	B	3	316	1	685
X	B	3	317	1	685



June 30, 2021

To Whom It Concern:

**RE: Brian Bush
 Chloes Path Apartments
 Sisson Road
 Harwich, MA 02645**

Enterprise Bank has a longstanding and exemplary banking relationship with Mr. Bush. The Bank has provided numerous credit facilities to the subject including commercial, construction and residential loans. Mr. Bush is a valued customer of Enterprise Bank.

The Bank will continue to finance future projects for Mr. Bush subject to the Bank's normal loan underwriting and credit approval guidelines. We have reviewed the plans and information for the proposed 96-unit development at Sisson Road in Harwich, MA. We find the project to be feasible and have an interest in providing funding for the project.

Any questions regarding the above may be directed to the undersigned at (978)656-5516 or brian.bullock@ebtc.com.

Sincerely,

A handwritten signature in blue ink, appearing to read 'B. Bullock', with a horizontal line extending to the right.

**Brian H. Bullock
Chief Commercial Lender
Executive Vice President**

XI. DEVELOPMENT SCHEDULE

Complete the chart below by providing the appropriate month and year. Fill in only as many columns as there are phases. If there will be more than three phases, add columns as needed.

	Phase 1	Phase 2	Phase 3	Total
Number of affordable units	<u>24</u>	_____	_____	<u>24</u>
Number of market units	<u>72</u>	_____	_____	<u>72</u>
Total by phase	<u>96</u>	_____	_____	<u>96</u>

Please complete the following chart with the appropriate projected dates:

	Phase 1	Phase 2	Phase 3	Total
All permits granted	<u>07/22</u>	_____	_____	_____
Construction start	<u>08/22</u>	_____	_____	_____
Marketing start – affordable units	<u>1/23</u>	_____	_____	_____
Marketing start – market units	<u>1/23</u>	_____	_____	_____
Construction completed	<u>10/23</u>	_____	_____	_____
Initial occupancy	<u>11/23</u>	_____	_____	_____

XII. MARKETING OUTREACH AND LOTTERY

Affirmative Fair Housing Marketing Plan:

Please submit your Affirmative Fair Housing Marketing Plan (AFHMP), prepared in accordance with Section III of the 40B Guidelines, and a description of the lottery process that will be used for this project. This shall describe:

- Information materials for applicants that will be used that provides key project information;
- Eligibility requirements;
- Lottery and resident selection procedure;
- Any preference system being used (Note: if local preference is proposed for this project, demonstration of the need for local preference must be demonstrated and accepted by DHCD);
- Measures to ensure affirmative fair marketing including outreach methods;
- Application materials that will be used; and
- Lottery Agent.



your resource for Affordable Housing



**Chloe's Path Apartments
Harwich, Massachusetts
Cape Cod**

**Marketing and Outreach Plan
Lottery Plan**

Introduction

Chloe's Path Apartments is a proposed residential community to consist of 96 rental apartment homes in Harwich, MA which shall provide 24 affordable one, two & three bedroom homes to the areas affordable renters. The project is located on approximately 9.29 acres and will include 2 residential buildings with garage and surface level parking. The marketing program and minority outreach for Chloe's Path Apartments will be throughout the Cape Cod region to households in need of quality, affordable housing.

The apartment homes will be distributed based upon criteria established by the Department of Housing and Community Development (DHCD) and the Local Initiative Program (LIP). These apartment homes will be distributed in one lottery through two lottery pools: Local Preference Pool and Open Pool. The apartment homes will be made available to eligible applicants earning up to 80% of the Barnstable MSA median income, adjusted for household size.

The objective of the marketing program is to identify a sufficient pool of applicants for the available apartment homes. Based upon the lottery results, all applicants would have their proper rank in the appropriate pools. This will enable us to quickly determine who would have the first opportunity to lease an upcoming home.

Potential tenants will not be discriminated against on the basis of race, color, religious creed, marital status, military status, disability, national origin, sex, age, ancestry, sexual preference, source of income, presence of children, or any other basis prohibited by local, state or federal law.

What follows is a list of activities and materials we intend to utilize to assist in the projects affordable marketing, processing of the applicants and our attempts to reach out to the Barnstable MSA Area and area minority populations.

General Information

Chloe's Path Apartments is to be a newly constructed residential community of 96 apartments. These apartments will be located in 2 buildings with 48 apartments per 3 story building. Each building will have an elevator. Each building will contain 12 affordable apartments and those homes will be a mix of one, two & three bedroom homes. The apartment homes will range in size from 685 square feet for a one bedroom home to approximately 1,530 square feet for a three bedroom home. The community will offer lounge areas within the buildings for residents, bike storage and walking paths for residents. The homes will feature stainless appliances, solid surface countertops and in-unit washer and dryers. These will be smoke free buildings. Each unit (market & affordable) will have one parking space located in the secured lower level parking garages and there will additional parking for resident usage. The projected unit mix and sizes are as follows (See Attached Unit Listings):

Home Type	Square Feet Per Home	Market #/Type	Affordable #/Type
One Bedroom	685-863	43	15
Two Bedroom	1040 - 1060	21	7
Three Bedroom	1340-1530	8	2

The 24 affordable homes will be distributed, by lottery, to households who meets the eligibility requirements and income requirements at or below 80% of the area median income, for the Barnstable MSA, adjusted for Household size. The following rents were determined using the 2021 income limits and utility allowances from Housing Assistance Corporation (See Attached Rent Sheet). Final rents will be determined prior to the lottery.

80% of Median

Barnstable MSA	Household Size	80% of Adjusted Median Family Income	Monthly Income	Max Rent (30% of monthly income)	Utility Allowance	Final Rent
One Bedroom	2	\$62,200	\$5,183	\$1,555	\$192	\$1,363
Two Bedroom	3	\$70,000	\$5,833	\$1,750	\$239	\$1,511
Three Bedroom	4	\$77,750	\$6,479	\$1,944	\$285	\$1,659

Tenants are responsible for their electric and heating bills. Water and Sewer will be provided by the Landlord.

Chloe's Path Apartments will sponsor an application process and lottery to rank the eligible program applicants and have hired MCO Housing Services, LLC as their lottery agent to oversee the process. MCO Housing Services, LLC of Harvard, MA, has been providing Lottery Services to area developers for over 20 years.

Marketing and Outreach Plan

Harwich is located on Cape Cod, approximately 84 miles southeast of Boston. Harwich is approximately 28 miles from the Cape Cod Canal. The site is extremely well located, being less 1 mile from the center of Harwich and relatively close to beaches and Route 6 & 28 providing easy access to the rest of Cape Cod.

Application availability and a public information meeting will be announced, with a minimum of two ads over a 60 day period, in the Cape Cod Chronicle/Harwich News and the Cape Cod Times. We will also work closely with newspapers to have an article placed to ensure awareness of the project and the available affordable housing opportunities. Placement on the town website and cable channel will be pursued, along with emails to all town and school employees.

Minority outreach will be conducted through the Bay State Banner and El Mundo. A mailing will be sent to local social service and public organizations. A listing on www.massaccesshousingregistry.org and the MetroList websites will also announce the lottery and application availability.

MCO Housing Services will post Chloe's Path Apartments lottery information and application on line at www.mcohousingservices.com which will be available for immediate download by applicants. MCO Housing

Services, LLC will also send an email blast to our email list making all aware of the availabilities at Chloe's Path Apartments. The email list at MCO Housing Services currently consist of over 14,000 individuals and families seeking affordable housing opportunities. Applications can be requested through MCO Housing Services, LLC by phone, in person or by email. Applications will also be available locally for pick up at the Harwich Town Hall (Town Clerks Office), The Chloe's Path Apartments Leasing Office and the Harwich Public Library. MCO Housing Services, LLC can be reached at:

MCO Housing Services, LLC
206 Ayer Road
P.O. Box 372
Harvard, MA 01451
(978) 456-8388
FAX: (978) 456-8986
lotteryinfo@mcohousingservices.com

A Public Information Meeting will be held via Zoom where questions regarding program eligibility requirements, preferences for selections and the lottery process will be addressed. A confirmation letter or email will be sent to each eligible applicant with their lottery code after the application deadline. Lottery codes will be announced during the lottery drawing, to ensure applicant's privacy.

Eligibility Criteria

1. Income can not exceed the following maximum allowable income guidelines, adjusted for household size, as follows:

Household Size	1	2	3	4	5	6
Up to 80% Max Gross Income Limits	\$54,450	\$62,200	\$70,000	\$77,750	\$84,000	\$90,200

This assumes a household size of 1-6 people. These income limits are subject to change by DHCD.

2. When Applicant assets total \$5,000 or less, the actual interest/dividend income received is to be included in the annual income. When assets exceed \$5,000, annual income is to include the greater of actual income from assets or a .06% of assets imputed income calculation. Assets divested at less than full market value within two years of application will be counted at full market value when determining eligibility.
3. Potential tenants may not own another home, including a home which may be in a Trust. The affordable unit must be their principal, full-time residence.

The lottery application is used to determine income eligibility so applicants have an opportunity to lease an affordable unit. An applicant with an opportunity to lease will also need to go through the leasing process as determined by the Leasing Agent and property developer. This process may include credit screening, CORI, minimum income requirements and landlord reference checks. If applicants do not pass the Leasing Office screening, they will not be able to lease a unit. The Leasing Office approval will be conducted after the lottery.

Each affordable tenant will need to have their income reviewed annually to maintain the affordable residence. Approximately 60 - 120 days before lease renewal, current affordable residents will need to provide updated financial documentation for Re-certification for continued eligibility. Current residents are considered income eligible for an affordable unit as long their household income does not exceed 140% of median income, adjusted for household size. Once household income exceeds 140% of the maximum allowable income, adjusted for household size, the tenant will no longer be an income-eligible tenant and will have the option of paying market rent or moving out at end of lease.

Complete financial documentation will be required to participate in the lottery. Applications will be logged in upon receipt and the review of applications will take place after the application deadline. Incomplete applications will not be included in the lottery and those applicants will be notified after the application deadline.

The distribution of affordable homes will be based upon household size preferences criteria established by DHCD. Specifically, the unit size you can request will be based upon the following:

1. There is a least one occupant per bedroom.
2. A husband and wife, or those in a similar living arrangement, shall be required to share a bedroom. Other household members may share but shall not be required to share a bedroom.
3. A person described in the first sentence of (2) above shall not be required to share a bedroom if a consequence of sharing would be a severe adverse impact on his or her mental or physical health. The lottery agent must receive reliable medical documentation as to such impact of sharing.
4. A household may count an unborn child as a household member. The household must submit proof of pregnancy with the application.
5. If the applicant is in the process of a divorce or separation, the applicant must provide proof that the divorces or separation has begun or has been finalized, as set forth in the application.

There will be a percentage of handicapped accessible (Group IIA) units at the property. Since the buildings have elevators, all apartment homes are considered to handicapped adaptable (Group I). Disabled applicants may request reasonable accommodations or modifications of the housing, when such accommodations or modifications are necessary to afford the disabled person equal opportunity to use and enjoy the housing.

Lottery Process

Due to the nature of the affordable units' availability it is important for everyone to understand the procedure. Please understand the allowable income guidelines are adjusted based upon your household size and that program requirements are subject to changes in local, state or federal regulations. As has been mentioned, the final rents and maximum income will be established prior to the lottery.

There will be a total of 24 apartment homes being distributed at Chloe's Path Apartments which will be completed over an estimated 8 month time frame. These homes will be distributed by lottery through 2 pools – the local pool and the open pool. Up to 17 of the homes will be available to people qualifying for local preference in Harwich. To qualify for local preference an applicant must meet one of the following criteria:

- Current Harwich Resident
- Employed by the Town of Harwich or the Harwich Public Schools
- Employee working in the Town of Harwich or with a bonafide offer of employment with a company located in Harwich.
- Parents of children attending the Harwich Public Schools

An applicant's proof of local preference will be required with the application submittal and will be verified by the Town if they have an opportunity to lease an apartment home. All applicants (including local applicants) will be included in the Open Pool.

The distribution of the 24 available apartment homes, by appropriate pool will be as follows:

<u>Building 1</u>	<u>Unit Type</u>	<u>Local Pool</u>	<u>Open Pool</u>	
	One Bedroom	11	4	
	Two Bedroom	5	2	
	Three Bedroom	1	1	
TOTALS		17	7	24

All applicants for a given pool will be pulled at the time of the lottery. This will establish the rankings for the distribution of the homes. Homes will be distributed first to households based upon their required number of bedrooms.

Once the lottery rankings have been determined and your income has been certified by MCO Housing Services, LLC your information will be forwarded to the Leasing Office for their credit and background checks. If the Leasing Office determines you are eligible, you will then be offered a specific unit.

If either the leasing office or MCO Housing Services, LLC determines you do not meet their eligibility criteria at that time, you will not be able to lease a unit.

Monitoring Agent and Tenant Annual Eligibility Certification

MCO Housing Services, LLC will act as Monitoring Agent in determining applicants' income eligibility. The annual tenant re-certification will also be conducted by MCO Housing Services, LLC.

Waiting Lists, Re-Marketing or Continuous Marketing

Although owner/management agent standards for waiting lists or re-marketing the community to affordable prospects to generate sufficient applications after the initial rent-up stage may vary, the following are generally applicable: the wait list is re-opened when it contains less than the number of applicants anticipated to be placed in the next 12 months, or, if the waiting list has not closed, additional marketing is undertaken to generate at least enough applicants needed to fill the previous year's vacancies. The specific guidelines from DHCD for these policies are included below.

a. Minimum Application Period

At such or similar points in time, consistent with a Developer or management agent's policies and practices with respect to marketing and wait lists, when a wait list (whether for a project or a particular unit type) is re-opened or units are remarketed, a minimum application period during which applicants may receive and submit applications is required. The appropriate length of the application period may vary depending on the number of units that are or will become available. In some instances, 20 or more business days will be appropriate, but in no event shall the application period be less than 10 business days.

b. "First Come, First Served"

A "first-come, first-serve" method of generating the waiting list order of new applicants that apply during said application period shall not be permitted as it may present an impediment to equal housing opportunity for some applicants, including some applicants with disabilities. Therefore, a random selection or other fair and equitable procedure for purposes of adding persons to a wait list upon opening the wait list or remarketing

the units must be utilized, subject to the approval of the Subsidizing Agency. This does not require any changes to the wait list as it exists prior to adding the new applicants.

c. Continuous Marketing/Persons with Disabilities

If the wait list is not closed and marketing is ongoing continuously in order to generate sufficient applicants, then, so as to avoid a disparate impact on persons with disabilities who require a reasonable accommodation with the application process, including additional time to receive, complete and/or submit an application, and who therefore may be disadvantaged by wait list placement based upon the date/time of receipt of the application, the application will be date/time stamped prior to being mailed or otherwise provided to such applicants and upon submission of a complete application the household shall be placed on the wait list based upon such date/time stamp, *provided that* the application is returned or postmarked not more than 30 days of such date/time stamp. The ongoing affirmative and general marketing/outreach materials will contain language that explicitly gives notice of the availability of reasonable accommodations with respect to the application process and a telephone number for applicants who may want to request a reasonable accommodation and/or assistance with the application process.

Unit Turnover

The affordable and accessible units will be listed on the MassAccess website upon turnover.

Summary

This outreach program will ensure residents from Harwich and the surrounding communities will be notified of the available opportunities at Chloe's Path Apartments and will ensure for the smooth and fair processing of all potential applicants. It is our intention to work with the Town of Harwich to incorporate local requests and ideas.

As authorized representatives of Chloe's Path Apartments/ Kemah Apartments, LLC and MCO Housing Services, LLC, respectively each of us has reviewed this plan and agrees to implement this AFHMP, which shall be made effective as of the approval date. Further, by signing this form, Chloe's Path Apartments/ Kemah Apartments, LLC agrees to review and update its AFHMP as necessary in order to comply with all applicable statutes, regulations, executive orders and other binding DHCD requirements pertaining to affirmative fair housing marketing and resident selection plans reasonable related to such statutes, regulations, executive orders, as same may be amended from time to time. We hereby certify that all the information stated herein, as well as any information provided herewith, is true and accurate.

Brian Bush
Chloe's Path Apartments/ Kemah Apartments, LLC

DATE

Maureen O'Hagan
MCO Housing Services, LLC

DATE

Chloe's Path Apartments

LOTTERY APPLICATION

Application Deadline: TBD

For Office Use Only:

Date Appl. Rcvd: _____

Household Size: _____

Lottery Code: _____

Local: Yes/No

PERSONAL INFORMATION:

Name: _____ Date: _____

Address: _____ Town: _____ Zip: _____

Cell: _____ Work Telephone: _____

Email: _____

Have you ever owned a home? ____ If so, when did you sell it? ____

LOCAL PREFERENCE: (Check all that apply) Proof of Local Preference will be required if you have the opportunity to lease.

- ☐ Current Harwich Resident
- ☐ Currently employed by the Town of Harwich or the Harwich School Department
- ☐ Employees of local Harwich businesses or with an offer of bonafide employment from a company located in the Town of Harwich
- ☐ Household with children attending the Harwich School System

Do you have a Section 8 voucher (the units are **NOT** subsidized or income based): ____ Yes ____ No

Bedroom Size: ____ One Bedroom; ____ Two Bedroom; ____ Three Bedroom

Are you disabled: ____ Yes ____ No

Do you require a wheelchair accessible unit? ____ Yes ____ No

Do you require any adaptations or special accommodations? ____ Yes ____ No

Please explain: _____

The total household size is: ____

Household Composition (including applicant(s))

Name _____ Relationship _____ Age _____

Name _____ Relationship _____ Age _____

Name _____ Relationship _____ Age _____

Name _____ Relationship _____ Age _____

Name _____ Relationship _____ Age _____

Name _____ Relationship _____ Age _____



FINANCIAL WORKSHEET: (Include all Household Income, which includes gross wages, retirement income (if drawing on it for income), business income, veterans' benefits, alimony/child support, unemployment compensation, social security, pension/disability income, supplemental second income and dividend income.)

Applicants Annual Base Income (Gross) _____
 Other Income, specify _____
 Co-Applicants Annual Base Income (Gross) _____
 Other Income, specify _____

TOTAL MONTHLY INCOME: _____

Household Assets: (This is a partial list of required assets. Complete all that apply with current account balances)

Checking (avg balance for 3 months) _____
 Savings _____
 Debit Card _____
 Stocks, Bonds, Treasury Bills, CD or _____
 Money Market Accounts and Mutual Funds _____
 Individual Retirement, 401K and Keogh accounts _____
 Retirement or Pension Funds (amt you can w/d w/o penalty) _____
 Revocable trusts _____
 Equity in rental property or other capital investments _____
 Cash value of whole life or universal life insurance policies _____

TOTAL ASSETS _____

EMPLOYMENT STATUS: (include for all working household members. Attach separate sheet, if necessary.)

Employer: _____
 Street Address: _____
 City/State/Zip: _____
 Date of Hire (Approximate): _____
 Annual Wage - Base: _____
 Additional: _____ (Bonus, Commission, Overtime, etc.)

ABOUT YOUR HOUSEHOLD: (OPTIONAL)

You are requested to fill out the following section in order to assist us in fulfilling affirmative action requirements. Please be advised that you should fill this out based upon family members that will be living in the apartment/unit. Please check the appropriate categories:

	Applicant	Co-Applicant	(#) of Dependents
Non-Minority	_____	_____	_____
Black or African American	_____	_____	_____
Hispanic or Latino	_____	_____	_____
Asian	_____	_____	_____
Native American or Alaskan Native	_____	_____	_____
Native Hawaiian or Pacific Islander	_____	_____	_____



SIGNATURES:

The undersigned warrants and represents that all statements herein are true. It is understood that the sole use of this application is to establish the preliminary requirements for placement into a lottery to have an opportunity to lease an affordable unit at Chloe's Path Apartments. I (we) understand if selected all information provided shall be verified for accuracy at the time of lease.

Signature _____
Applicant(s)

Date: _____

Signature _____
Co-Applicant(s)

Date: _____

See page XX for return information.



Chloe's Path Apartments

Affidavit & Disclosure Form

I/We understand and agree to the following conditions and guidelines regarding the distribution of the affordable units at **Chloe's Path Apartments** through the Mass Department of Housing and Community Development (DHCD) in Harwich, MA:

1. The gross annual household income for my family does not exceed the allowable limits as follows:

Household Size	1	2	3	4	5	6
Max Gross Allowable Income	\$54,540	\$62,200	\$70,000	\$77,750	\$84,000	\$90,200

Income from all family members must be included.

2. I/We understand the calculation of income will include the higher of actual income from assets (if over \$5,000) or an imputation of .06% of the value of total household assets which is added to a household's income in determining eligibility. Assets \$5,000 or less the actual interest/dividends earned will be added to a household's income in determining eligibility.
3. The household size listed on the application form includes only and all the people that will be living in the residence.
4. I/We certify all data supplied on the application is true and accurate to the best of my/our knowledge and belief under full penalty of perjury. I/We understand that providing false information will result in disqualification from further consideration.
5. I/We understand that by being selected in the lottery does not guarantee that I/we will be able to lease a unit. I/We understand that all application data will be verified and additional financial information may be required, verified and reviewed in detail prior to leasing a unit. I/We also understand that the Project's Owner will also perform its own screening to determine our eligibility to lease.
6. I/We understand that if selected I/we will be offered a specific unit. I/We will have the option to accept the available unit, or to reject the available unit. If I/we reject the available unit I/we will move to the bottom of the waiting list and will likely not have another opportunity to lease an affordable unit at Newburyport Crossing.
7. Program requirements are established by DHCD and are enforced by DHCD. I/We agree to be bound by whatever program changes that may be imposed at any time throughout the process. If any program conflicts arise, I/we agree that any determination made by DHCD is final.
8. I/We certify that no member of our family has a financial interest in Chloe's Path Apartment.
9. I/We understand there may be differences between the market and affordable units and accept those differences.
10. I/We understand if my/our total income exceeds 140% of the maximum allowable income at the time of annual eligibility determination, after the end of my then current lease term I will no longer be eligible for the affordable rent.



I/We have completed an application and have reviewed and understand the process that will be utilized to distribute the available units at Chloe's Path Apartments. I/We am qualified based upon the program guidelines and agree to comply with applicable regulations.

Applicant

Co-Applicant

Date

**Required Personal Identification and Income Verification Documents
TO BE RETURNED WITH APPLICATION**

Provide of all applicable information. Complete financial documentation is required and must be sent with your application to participate in the lottery. Incomplete applications will not be included in the lottery and the applicant will be notified after the application deadline.

Initial each that are applicable, and provide the documents, or write N/A if not applicable and return this sheet with your application.

1. _____ If you have a Section 8 Voucher or other Housing Voucher, you MUST provide a valid copy with your application.
2. _____ One form of identification for all household members, i.e. birth certificates, driver's license, etc.
3. _____ If you qualify for the Local Preference Pool, provide a copy of utility bills, voter registration etc.
4. _____ If you require a Special Accommodation you must request as part of your application and documentation is required, i.e. doctors letter, it MUST be included with the application.
5. _____ The most recent last five (5) **consecutive** pay stubs for all jobs (check/direct deposit stubs). For unemployment, copies of unemployment checks or DOR verification stating benefits received. Same for disability compensation, worker's compensation and/or severance pay.
 - **NOTE:** If you have obtained a new job within the last 12 months you must provide a copy of the Employment Offer Letter.
 - **NOTE:** If you are no longer working for an employer you worked for in the past 12 months, you must provide a letter from the employer with your separation date.
 - **NOTE:** You need to provide 5 pay stubs whether you are paid weekly, bi-weekly or monthly.
6. _____ Benefit letter providing full amount of periodic amounts received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits and other similar types of periodic receipts.
7. _____ Child support and alimony: court document indicating the payment amount, DOR statement. If you do not receive child support provide a letter stating, that you are not receiving child support. See attached form.



8. _____ If you are self-employed you **MUST** provide a detailed Profit and Loss statement for the last 12 months and three months of business checking and savings accounts along with last three Federal Income Tax Returns. Uber, Lyft, Grubhub, etc. are considered self employment.
9. _____ Federal Tax Returns – 2020 if completed. (NO STATE TAX RETURNS)
- **NOTE:** Provide all pages that are submitted to the IRS. For example, if a Schedule C is submitted to the IRS and not part of your application, your application will be considered incomplete.
 - **NOTE:** If you did not submit a tax return for the 2019 then you must provide a Verification letter of non-filing from the IRS. The form to request is 4506-T and can be found on [irs.gov](https://www.irs.gov).
 - **NOTE:** If you filed your taxes and are unable to locate you can request the transcript of your Federal taxes by submitting form 4506-T to the IRS. The form can be found on [irs.gov](https://www.irs.gov).
10. _____ W2 and/or 1099-R Forms: 2020
11. _____ Interest, dividends and other net income of any kind from real or personal property.
12. Asset Statement(s): provide **current** statements of all that apply, unless otherwise noted:
_____ Checking accounts – Last three (3) months of statements – EVERY PAGE - FRONT AND BACK.
- **NOTE:** If you have cash deposits or non payroll or income deposits you **MUST** identify where the funds have come from. If you fail to explain they will be counted as income, which may put you over the income limit.
 - **NOTE:** Do **NOT** provide a running transaction list of activity. You must provide the individual statements.
- _____ Pre-paid debit card statements – current month.
- **NOTE:** This is **NOT** your ATM/Debit card. This is usually a separate debit card statement showing income deposited directly onto the debit card, i.e. Social Security or other regular income.
 - **NOTE:** If Social Security payments are deposited on a Direct Express card it is your responsibility to provide proof. You can print a statement from the Direct Express website at <https://www.usdirectexpress.com/>.
- _____ Saving accounts – last three months of full statements
- _____ Revocable trusts
- _____ Equity in rental property or other capital investments
- _____ Investment accounts, including stocks, bonds, Treasury Bills, Certificates of Deposit, Mutual Funds and Money Market Accounts including all individual retirement accounts, 401K, Keogh accounts and Retirement and Pension funds.
- _____ Cash value of Whole Life or Universal Life Insurance Policy.
- _____ Personal Property held as an investment
- _____ Lump-sum receipts or one-time receipts



13. ____ Proof of student status for dependent household members over age of 18 and full-time students. Letter from High School or College providing student status, full time or part time for current or next semester.
14. ____ A household may count an unborn child as a household member. The household must submit proof of pregnancy with the application, i.e. letter from doctor.
15. ____ If the applicant is in the process of a divorce or separation, the applicant must provide legal documentation the divorce or separation has begun or has been finalized. Information must be provided regarding the distribution of family assets.

We understand if we do not provide all applicable financial documentation we will not be included in the lottery.

We understand that in such an event we will be notified after the application deadline that our application is incomplete.

We also acknowledge that MCO Housing Services, LLC will not make any changes to our application, before the deadline date.

Print Applicants Name(s): _____

Applicants Signature

DATE

Co-Applicants Signature

DATE

See page XX for return information.



Chloe's Path Apartments
Harwich, MA

Release of Information Authorization Form

Date: _____

I/We hereby authorize MCO Housing Services, LLC, Chloe's Path Apartments Leasing Office or any of its assignees to verify any and all income, assets and other financial information, to verify any and all household, resident location and workplace information. I/We direct any employer, landlord or financial institution to release any information to MCO Housing Services, LLC, Chloe's Path Apartments Leasing Office or any of its assignees and consequently the Projects Administrator, for the purpose of determining income eligibility for Chloe's Path Apartments in Harwich, MA.

A photocopy of this authorization with my signature may be deemed to be used as a duplicate original.

Applicant Name (Please Print)

Applicant Name (Please Print)

Applicant Signature

Applicant Signature

Mailing Address



Return the following to MCO Housing Services, LLC:

1. Completed, signed and dated application
2. Signed and dated Affidavit and Disclosure Form
3. Completed, signed and dated Required Personal Identification and Income Verification Documents Form
4. All required financial and other documentation
5. Complete, signed and dated *Release of Information Authorization Form*
6. Proof of Local Preference
7. Documentation for Special Accommodations
8. Identification for all household members

RETURN ALL, postmarked on or before the TBD application deadline to:

MCO Housing Services, LLC

P.O. Box 372

Harvard, MA 01451

Overnight mailing address: 206 Ayer Road, Suite 5, Harvard, MA 01451

Phone: 978-456-8388

FAX: 978-456-8986

Email: lotteryinfo@mcohousingservices.com

TTY: 711, when asked 978-456-8388

NOTE: If you are mailing your application close to the application deadline, you must go into the Post Office and have them date stamp and mail. We are advised mail from collection boxes are often sent to the central sorting facility which only use bar codes and may not date stamp your mail. This will not allow to verify you have met the time deadline. *If we receive an application after the deadline with only a barcode, it will be counted as a late application and will not be included in the lottery.*





FY 2021 INCOME LIMITS DOCUMENTATION SYSTEM

HUD.gov [HUD User Home](#) [Data Sets](#) [Fair Market Rents](#) [Section 8 Income Limits](#) [MTSP Income Limits](#) [HUD LIHTC Database](#)

FY 2021 Income Limits Summary

Selecting any of the buttons labeled "Explanation" will display detailed calculation steps for each of the various parameters.

FY 2021 Income Limit Area	Median Family Income <input type="button" value="Explanation"/>	FY 2021 Income Limit Category	Persons in Family							
			1	2	3	4	5	6	7	8
Barnstable Town, MA MSA	\$89,300	Very Low (50%) Income Limits (\$) <input type="button" value="Explanation"/>	34,050	38,900	43,750	48,600	52,500	56,400	60,300	64,200
		Extremely Low Income Limits (\$)* <input type="button" value="Explanation"/>	20,450	23,350	26,250	29,150	31,500	35,580	40,120	44,660
		Low (80%) Income Limits (\$) <input type="button" value="Explanation"/>	54,450	62,200	70,000	77,750	84,000	90,200	96,450	102,650

NOTE: Harwich town is part of the **Barnstable Town, MA MSA**, so all information presented here applies to all of the **Barnstable Town, MA MSA**.

The **Barnstable Town, MA MSA** contains the following areas:

BARNSTABLE COUNTY, MA TOWNS OF Barnstable Town city, MA; Bourne town, MA; Brewster town, MA; Chatham town, MA; Dennis town, MA; Eastham town, MA; Falmouth town, MA; Harwich town, MA; Mashpee town, MA; Orleans town, MA; Provincetown town, MA; Sandwich town, MA; Truro town, MA; Wellfleet town, MA; Yarmouth town, MA; and Yarmouth town, MA.

* The FY 2014 Consolidated Appropriations Act changed the definition of extremely low-income to be the greater of 30/50ths (60 percent) of the Section 8 very low-income limit or the poverty guideline as [established by the Department of Health and Human Services \(HHS\)](#), provided that this amount is not greater than the Section 8 50% very low-income limit. Consequently, the extremely low income limits may equal the very low (50%) income limits.

Allowances for Tenant-Furnished Utilities and Other Services

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing

OMB Approval No. 2577-0169
(exp. 04/30/2018)

See Public Reporting Statement and Instructions on back

Locality		Housing Assistance Corp.				Unit Type Multi		Date (mm/dd/yyyy) 12/1/19	
Utility or Service		Monthly Dollar Allowances							
		0 BR	1 BR	2 BR	3 BR	4 BR	5 BR		
Heating	a. Natural Gas	43	49	55	62	68	74		
	b. Bottle Gas	72	85	98	112	126	140		
	c. Oil / Electric	57/47	66/54	77/71	88/87	99/103	110/120		
	d. Coal / Other								
Cooking	a. Natural Gas	4	5	7	9	12	14		
	b. Bottle Gas	8	10	14	19	23	27		
	c. Oil / Electric	10	12	17	22	27	32		
	d. Coal / Other								
Other Electric		37	44	61	78	95	112		
Air Conditioning									
Water Heating	a. Natural Gas	10	12	17	23	28	33		
	b. Bottle Gas	20	24	34	45	56	66		
	c. Oil / Electric	16/25	19/30	27/38	35/46	44/55	52/63		
	d. Coal / Other								
Water		48	50	62	81	99	118		
Sewer									
Trash Collection		14	14	14/14	14	14	14		
Range/Microwave									
Refrigerator		52	52	52	52	52	52		
Other — specify TOTALS			\$ 192	\$ 239	\$ 285				

Actual Family Allowances To be used by the family to compute allowance. Complete below for the actual unit rented.		Utility or Service	per month cost
Name of Family Address of Unit Number of Bedrooms		Heating	\$
		Cooking	
		Other Electric	
		Air Conditioning	
		Water Heating	
		Water	
		Sewer	
		Trash Collection	
		Range/Microwave	
		Refrigerator	
		Other	
		Total	\$



your resource for Affordable Housing



MAXIMUM PROPERTY RENTS

YEAR: 2021 Income Limits

PROPERTY: Sisson Road Apartments

FMR AREA: Barnstable

FINANCING PROGRAM: DHCD

Utility Allowance: Housing Assistance Corporation As of: 12/1/2019

* 30% of Median

Barnstable	Household Size	80% Median Income	Monthly Income	Max Rent*	Utility Allowance*	Final Rent
1 Bedroom	2	\$62,200	\$5,183	\$1,555	\$192	\$1,363
2 Bedroom	3	\$70,000	\$5,833	\$1,750	\$239	\$1,511
3 Bedroom	4	\$77,750	\$6,479	\$1,944	\$285	\$1,659

* HUD Form Attached

SUMMARY OF UNIT TYPES FOR BUILDINGS				
BUILDING	1 BEDROOM UNITS	2 BEDROOM UNITS	3 BEDROOM UNITS	TOTAL UNITS
APARTMENT 101	1,044 SQ. FT.	1,044 SQ. FT.	1,044 SQ. FT.	-
APARTMENT 102	1,044 SQ. FT.	1,044 SQ. FT.	1,044 SQ. FT.	-
APARTMENT 103	1,044 SQ. FT.	1,044 SQ. FT.	1,044 SQ. FT.	-
APARTMENT 104	1,044 SQ. FT.	1,044 SQ. FT.	1,044 SQ. FT.	-
APARTMENT 105	1,044 SQ. FT.	1,044 SQ. FT.	1,044 SQ. FT.	-
APARTMENT 106	1,044 SQ. FT.	1,044 SQ. FT.	1,044 SQ. FT.	-
APARTMENT 107	1,044 SQ. FT.	1,044 SQ. FT.	1,044 SQ. FT.	-
APARTMENT 108	1,044 SQ. FT.	1,044 SQ. FT.	1,044 SQ. FT.	-
APARTMENT 109	1,044 SQ. FT.	1,044 SQ. FT.	1,044 SQ. FT.	-
APARTMENT 110	1,044 SQ. FT.	1,044 SQ. FT.	1,044 SQ. FT.	-
APARTMENT 111	1,044 SQ. FT.	1,044 SQ. FT.	1,044 SQ. FT.	-
APARTMENT 112	1,044 SQ. FT.	1,044 SQ. FT.	1,044 SQ. FT.	-
APARTMENT 113	1,044 SQ. FT.	1,044 SQ. FT.	1,044 SQ. FT.	-
APARTMENT 114	1,044 SQ. FT.	1,044 SQ. FT.	1,044 SQ. FT.	-
TOTAL	10,356	10,356	10,356	31,068

APPRODABLE HOME
LOCATIONS
(A)



1 CONCEPTUAL 1ST FLOOR PLAN
1/8" = 1'-0"

SUMMARY OF UNITS FOR BUILDING				
BUILDING	1 BEDROOM UNITS	2 BEDROOM UNITS	3 BEDROOM UNITS	TOTAL UNITS
AVERAGE SQ. FT.	746 SQ. FT.	1,044 SQ. FT.	1,448 SQ. FT.	
SQ. FT. RANGE	685-892 SQ. FT.	1,040-1,088 SQ. FT.	1,148-1,531 SQ. FT.	
FIRST FLOOR	6	4	2	14
SECOND FLOOR	10	5	2	17
THIRD FLOOR	11	5	1	17
TOTAL	27	14	5	46 UNITS TOTAL

APPRODABLE HOME
LOCATIONS
(A)

USE AREA LEGEND

- 1 BEDROOM
- 2 BEDROOM
- 3 BEDROOM
- CIRCULATION
- UTILITY STORAGE



① CONCEPTUAL 3RD FLOOR PLANS
1/8" = 1'-0"

XIII. CHECKLIST OF ATTACHMENTS

The following documentation must accompany each application:

1. ☒ Letter of support signed by Chief Elected Officer of municipality – **See Section II**
2. ☐ Letter of support from local housing partnership (if applicable)
3. ☒ Signed letter of interest from a construction lender - **See Section IX**
4. ☒ Map of community showing location of site - **See Section I**
5. ☒ Check payable to DHCD - **See Section I**
6. ☒ Rationale for calculation of affordable purchase prices or rents (see Instructions)
See Section XII
 - HUD Income Limits Form
 - HAC Utility Allowances
 - Affordable Rent Calculations by Bedroom Size
7. ☒ Copy of site control documentation (deed or Purchase & Sale or option agreement) - **See Section VI**
8. ☐ 21E summary (if applicable)
9. ☒ Photographs of existing building(s) and/or site - **See Section VIII**
10. ☒ Site Plan showing location of affordable units – **See Section XII**
11. ☒ Sample floor plans and/or sample elevations - **See Section VII**
12. ☒ Proposed marketing and lottery materials- **See Section XII**

N. B.: Appraisal: DHCD will commission an appraisal, for which the sponsor of the project will pay. We will not issue a Project Eligibility Letter until that appraisal has been completed and accepted by DHCD.

NOTE – The Following page is a copy of an APPROVED by Right Subdivision of the property. This is the basis of the value of the sale and can be utilized by DHCD's Appraiser.

