

Affordable Housing Trust  
Thursday, December 5, 2019 – 3:00 PM  
Donn B. Griffin Room, Harwich Town Hall  
732 Main Street, Harwich  
**AGENDA**

*\*As required by Open Meeting Law, you are hereby informed that the Town will video and audio taping as well as live broadcasting this public meeting. In addition, anyone who plans to video or audio tape this meeting must notify the Chairman, prior to the meeting.*

- I. Call to Order**
- II. Public Meeting**
  - a. Public Comment & Announcements
  - b. Approval of Minutes – October 24, 2019
  - c. Reorganization of officers – presented by Don Howell
  - d. Execute 2018 and 2019 Community Preservation Committee (CPC) grant agreements – presented by Don Howell
  - e. Vote to approve letter of support for the Harwich Housing Authority’s \$200,000 CPC request to continue the Rental Assistance Program – presented by Don Howell
  - f. Planning discussion – presented by Don Howell
    - i. Inclusion of future workshop meetings
    - ii. Member Reports
  - g. Housing Coordinator Report – presented by Andrea Aldana & Pelinda Deegan
    - i. Affordable Housing Trust Funds Report
      - 1. Community Preservation Act funds
      - 2. Cell tower funds
      - 3. Balance report
    - ii. Update on 6 Gomes Way deed rider
    - iii. Update on land inventory
      - 1. Oak Street
      - 2. Sisson Road
      - 3. Deacon’s Folly
    - iv. October Monthly Report
  - h. Agenda building for January meeting – presented by Don Howell
- III. Other Business**
- IV. Next Meeting Date**
- V. Adjournment**

*\* Per the Attorney General’s Office: The Board of Selectman may hold an open session for topics not reasonably anticipated by the Chair 48 hours in advance of the meeting following “New Business.” If you are deaf or hard of hearing or a person with a disability who requires an accommodation, contact the Selectmen’s Office at 508-430- 7513.*

Authorized Posting Officer:

Posted by: \_\_\_\_\_

Charleen Greenhalgh

Date: November 21, 2019

Affordable Housing Trust  
Thursday, October 24<sup>th</sup>, 2019 – 2:00 PM  
Donn B. Griffin Room, Harwich Town Hall  
732 Main Street, Harwich  
**MINUTES**

**MEMBERS PRESENT:** Chair, Christopher Clark, Vice Chair, Don Howell, Brendan Lowney, Larry Brophy, Judith Underwood,

**MEMBERS NOT PRESENT:**

**OTHERS PRESENT:** Director of Housing Advocacy for Community Development Partnership, Andrea Aldana, Housing Advocacy Program Manager Community Development Partnership, Pelinda Deegan, Town Planner, Charleen Greenhalgh, Art Bodin, Chair of Affordable Housing Committee, John Stewart, Executive Director of Harwich Housing Authority, Tracy Stewart, Peter Donovan, Peter Donovan Development, Charlie Adams, Pennrose Development

Meeting was called to order at 2:03 PM by Mr. Clark.

**Public Comment & Announcements:**

**Approval of Minutes:**

**September 12, 2019** – Mr. Brophy motions to approve the minutes as written and Mr. Lowney seconds the motion, unanimous vote. Ms. Underwood abstains. The motion passed with three votes in favor and 1 abstention .

**Presentation on Harwich Rental Assistance Program**

Mr. Stewart, Executive Director and Ms. Tracy Cannon presented to seek a letter of support to continue the Rental Assistance Program for \$200,000. Mr. Clark questioned if a Community Preservation Act (CPC, CPA) application was submitted. Mr. Stewart confirmed their submission prior to the deadline.

Mr. Stewart reviewed the process for the Rental Assistance Program. Mr. Clark requested to receive a packet to include the CPC application and a description of the program of how many people are benefitting from the program. Ms. Underwood emphasized the need to support this program. Mr. Clark indicated that he supports the program but will need more information to present to the Board of Selectmen and suggested to table this item for the next meeting.

**Discussion and presentation with Peter Donovan of Peter Donovan Development on Chloe's Path site**

Mr. Adams provided an overview of Pennrose Development. He also provided an overview and an example of a development Pennrose is developing in Eastham.

Mr. Adams highlighted a map of Chloe's Path. This conceptual plan includes 50 units which also includes a community building. Mr. Adams explained funding resources in regards to developing affordable housing. Mr. Adams responded to the Trust member's questions in regards to the process of Request for Proposal, and process of finalizing funding sources using Eastham development as an example. Ms. Underwood explained her concern with traffic specific to left hand turns and if the plan has considered a separate exit and entrance. Mr. Adams questioned if the town will be willing to reconfigure a second entrance. Mr. Brophy added that an additional exit or entrance would not alleviate any traffic concern. The road is now approved for the current housing proposal. Mr. Clark mentioned another development in East Harwich and questioned the timeline. Mr. Adams provided an overview of the timeline process. He explained the benefits and factors that make development high priority.

Mr. Clark prefaced where the Trust is currently regarding identified parcels for development as well as other private partnerships that have presented their interest in development. He indicated that they would go through the Request for Proposals and that it would be a competitive process.

#### **Discussion with the Affordable Housing Committee Chair, Art Bodin and request to have a joint meeting with the Trust**

Mr. Bodin explained his interest in collaborating and working with the Affordable Housing Trust. Mr. Bodin stated focus areas that the Affordable Housing Committee should focus on. Mr. Bodin indicated that his committee is made up of working professionals. He added that the committee should be involved with the Action Plan process that the Trust is currently planning.

#### **Discussion and presentation on the role of the Chair of the Affordable Housing Trust**

Ms. Underwood clarified her concerns regarding the role of the Chair of the AHT specifically related to communication and meeting schedules.

#### **Update and discussion on 6 Gomes Way on new deed rider**

Ms. Aldana provided a background on the Habitat for Humanity property that is undergoing the resale process which the Town decided not to be involved with. Ms. Shufelt provided information on the new universal deed rider. Mr. Clark requested to see a copy of the universal. Mr. Clark recommended that this deed rider be posted on the Trust's website.

#### **Update on Affordable Housing Trust land inventory**

Mr. Clark stated the 3 projects the Trust have prioritized. Ms. Shufelt provided the update with Sisson Road. She has been working with Bohler Engineering to see the septic capacity and other due diligence tasks. She brought up the two different conceptual plans. There are concerns on how long the Harwich Junior Theater lease is. Mr. Clark believes it is 15 to 20 years.

Ms. Shufelt indicated that the due diligence report will be ready by mid-November which will indicate how many bedrooms can be included. Once completed, she indicated that Bohler will

provide a presentation of their diligence report and work on getting the Trusts goals for the site. They will then draft a conceptual design plan.

Ms. Aldana provided an update with Oak Street and the proposal submitted by Bohler Engineering which included the work scope of existing conditions survey and wetland delineation and sketch totaling to \$13,500.00.

Mr. Clark requested names and scope of work for 5 – 7 local engineer surveyors to solicit a Request for Quotation.

### **Housing Coordinator Report**

Mr. Clark provided a Trust's balance report: \$979,000.

Ms. Aldana provided an update with the Action Plan solicitation. She stated that it was sent to five entities. Jennifer Goldson of JM Goldson Community Preservation + Planning responded.

Mr. Brophy motioned to award the contract to JM Goldson Community Preservation + Planning for the creation of the Action Plan for the Affordable Housing Trust and not to exceed the sum of \$23,880 and authorize the Chair to sign. Mr. Lowney seconds, unanimous vote.

### **Other Business:**

The Trust reviewed the draft of the Pine Oaks luncheon video and provided feedback.

Mr. Brophy mentioned to talk to Town staff and get a process for residents wanting to downsize and sell properties. He added that this information can be posted on Facebook.

Mr. Art Bodin provided a feedback for the video in which information on the wait list for Pine Oaks should be added.

### **Next Meeting Date: November 21st, 2019 at 2 pm.**

Mr. Brophy moved to adjourn and Mr. Howell seconded the motion to adjourn, approved unanimously.

Meeting adjourned at 3:41 pm.



**TOWN OF HARWICH**  
**732 MAIN STREET, HARWICH, MA 02645**  
**TEL: 508-430-7518 FAX: 508-430-7504**

October 18, 2019

Mr. Christopher Clark  
Chairman  
732 Main Street  
Harwich, MA 02645

RE: Harwich Affordable Housing Trust  
Account #: 80271292/618058

Dear Chris,

Congratulations, the project you submitted from Community Preservation Act Funds was approved at the Annual Town Meeting held on May 7<sup>th</sup> and 8<sup>th</sup> of 2018. Enclosed please find a grant agreement which outlines the management and reporting requirements for CPA Funds. The document will need to be fully executed prior to the expenditure of funds. We ask that you return the signed agreement to the Community Preservation Committee Chairman by October 28, 2019.

Please pay particular attention to the reporting requirements outlined in the agreement; the first report is due no later than April 30, 2020. Vendor invoices submitted for payment must be approved by the project manager and the Chairman of the Community Preservation Committee. If the project is in excess of \$49,999 a purchase order is also required by the town.

We look forward to seeing this project through to completion.

Sincerely,

A handwritten signature in blue ink that reads "David Nixon".

David Nixon  
Community Preservation Committee Chairman

**TOWN OF HARWICH, MASSACHUSETTS**

**COMMUNITY PRESERVATION ACT**

**GRANT AGREEMENT FOR**

**Harwich Affordable Housing Trust**

This GRANT AGREEMENT made this \_\_\_\_\_ day of October, 2019, by and between the Town of Harwich, a municipal corporation duly organized under the laws of Massachusetts and having its usual place of business at Seven Thirty-two Main Street, Harwich, MA 02645, acting by and through its Board of Selectmen (hereinafter the "TOWN" or "Board of Selectmen", as applicable); and the Town of Harwich Affordable Housing Trust, established pursuant to Chapter 44, Section 55C of the Massachusetts General Laws, and under Declaration of Trust recorded with the Barnstable Registry of Deeds in Book 31507, Page 299, #43476 (hereinafter, the "TRUST"), having its usual place of business at: Seven Thirty-Two Main Street, Harwich, MA 02645:

**WITNESSETH:**

WHEREAS, the Harwich Community Preservation Committee (hereinafter, the "COMMITTEE"), invited the submission of proposals for grants of funds for purposes consistent with the Community Preservation Act ("CPA"), G.L. c.44B; and

WHEREAS, in response thereto, the TRUST submitted a proposal for funding for purposes of pursuing affordable housing opportunities in Harwich, hereinafter referred to as the "Project", and the COMMITTEE reviewed and approved the Project and recommended that the May 7, 2018 Annual Town Meeting appropriate the funds herein described for the purposes of the Project; and

WHEREAS, Town Meeting on May 7, 2018 pursuant to Article 58 (the "Article") voted to appropriate Five Hundred Thousand Dollars (\$500,000) from the Community Preservation Fund Community Housing Reserves Account (the "Funds"); and

WHEREAS, the purpose of the within Grant Agreement is to ensure that the Funds are used for the acquisition, creation, preservation and support of community housing as defined by the Community Preservation Act, G.L. c.44B; and

WHEREAS, the Board of Selectmen has conferred with the COMMITTEE concerning the terms of this Agreement, and both have approved the terms of this Agreement, as evidenced by their signatures attached hereto;

NOW THEREFORE, the TOWN and the TRUST agree as follows:

1. Contract Documents. The Contract Documents consist of this Grant Agreement, the CPA application approved by the COMMITTEE dated \_\_\_\_\_, 2018 (the "Application"), a certified copy of the Article and all documents attached thereto. The Contract Documents constitute the entire Agreement between the parties concerning the Application, and all are as fully a part of this Agreement as if attached hereto.

2. Term. The Work shall be completed within three years of the execution of this Grant Agreement (the "Completion Date"), unless the COMMITTEE grants an extension for good cause shown.

3. The Work. The Work consists of the Project, as described in the Application attached hereto as Attachment A and the following additional conditions:

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

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

c) No more than ten percent (10%) of Funds can be used for expenses related to the administration and operation of the TRUST.

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

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

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

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

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

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

6. Funding. The TOWN shall pay the TRUST the Funds within 30 days of the execution of this Grant Agreement. The TRUST shall manage the Funds in accordance with its Declaration of Trust and related by-laws.

7. Liability of the TOWN. The TOWN's liability hereunder shall be to make the payment specified in Paragraph 6 of this Grant Agreement and the TOWN shall be under no further obligation or liability. Nothing in this Grant Agreement shall be construed to render the TOWN or any elected or appointed official or employee of the TOWN, or their successors in office, personally liable for any obligation under this Grant Agreement.

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

9. Indemnification. The TRUST shall indemnify, defend, and hold the TOWN and its departments, committees, officers, employees, and agents harmless from and against any and all claims, demands, liabilities, actions, causes of actions, costs and expenses, including attorneys' fees, arising out of or directly from the TRUST's performance of the Work that is the subject of this Grant Agreement or the negligence or misconduct of the TRUST or its agents or employees.

10. Record Keeping. The TRUST shall keep such records with respect to the utilization of the Funds as are kept in the normal course of business and such additional records as may be required by the TOWN. Should the TRUST have multiple funding sources, the TRUST shall track specific expenditures of the Funds separate from other funding sources. The TOWN shall have full and free access to such records and may examine and copy such records. The TRUST further agrees to meet from time to time with the COMMITTEE or its designee(s), upon reasonable request, to discuss expenditures of the Project Funds.

11. Successors and Assigns. This Grant Agreement is binding upon the parties hereto, their successors, assigns, and legal representatives. The TRUST shall not assign or otherwise transfer this Grant Agreement, in whole or in part without the prior written consent of the TOWN.

12. Termination. This Grant Agreement shall terminate upon the TRUST's final disbursement of all Project Funds and the delivery of copies of any restrictions recorded pursuant to paragraph 6 hereof. In the event that the TRUST fails to fulfill its obligations under the terms of this Grant Agreement as determined by the TOWN, the TOWN shall have the right, in its sole discretion, to terminate this Grant Agreement upon written notice to the TRUST. Upon receipt of such notice, the TRUST shall refund all undisbursed Project Funds to the TOWN, and such funds shall be returned to the CPA account from which the Funds were appropriated.



13. Compliance with Laws. The TRUST shall comply with all Federal, State and local laws, rules, regulations and orders applicable to the Work undertaken pursuant to this Grant Agreement. The TRUST or its designees shall be responsible for obtaining any necessary licenses, permits, and approvals required for the performance of such Work.

14. Notice. Any and all notices, or other communications required or permitted under this Grant Agreement, shall be in writing and delivered by hand or mailed postage prepaid, or by other reputable delivery service, to the parties at the addresses set forth on page 1 hereof or furnished from time to time in writing hereafter by one party to the other party. Any such notice or correspondence shall be deemed given when so delivered by hand, or if so mailed, when deposited with the U.S. Postal Service or if sent by private overnight or other delivery service, when deposited with such delivery service.

15. Severability. If any term or condition of this Grant Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Grant Agreement shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

16. Governing Law. This Grant Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts and the TRUST submits to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Grant Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written above.

TOWN OF HARWICH

TOWN OF HARWICH AFFORDABLE

BOARD OF SELECTMEN

HOUSING TRUST

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TOWN OF HARWICH

COMMUNITY PRESERVATION COMMITTEE

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# Town of

Anita N. Doucette, MMC/CMMC  
Town Clerk



# Harwich

732 Main Street  
Harwich, Massachusetts 02645  
Tel. 508-430-7516

## ANNUAL TOWN MEETING MAY 7, 2018

### FUND THE AFFORDABLE HOUSING TRUST

**ARTICLE 58:** To see if the Town will vote to appropriate from Community Preservation Act Funds – Community Housing Reserve, \$490,000 and \$10,000 from Undesignated Reserve, for a total of \$500,000 to fund the Harwich Affordable Housing Trust to create and preserve affordable housing in the Town of Harwich, and to fund the hiring of a part-time Housing Coordinator. Said appropriation is subject to approval of the Housing Trust acceptance statute and related bylaw that is contained within this Annual Town Meeting. Any funds left unspent from this Article are to be returned to the Community Preservation Act Funds – Community Housing Reserve, and to act fully thereon. By request of the Community Preservation Committee and the Board of Selectmen. Estimated cost: \$500,000.

**CH-10 HARWICH AFFORDABLE HOUSING TRUST FUND / PART TIME HOUSING COORDINATOR. PASSED 7 TO 0.**


**FINANCE COMMITTEE RECOMMENDS THIS ARTICLE BE ACCEPTED AND ADOPTED AND THAT \$500,000 BE TRANSFERRED FROM COMMUNITY PRESERVATION ACT FUNDS FOR THIS PURPOSE BY REQUEST OF THE CPC. VOTE: YES-4, NO-1.**

Refer to the Community Preservation Report under Article 48.

**MOTION:** (Jack Brown, Chairman-Finance Committee) I move this article be accepted and adopted as printed in the warrant and that \$500,000 be transferred from community preservation act funds – Community Housing Reserve of \$237,085, and \$262,915 from FY 19 Estimated Annual Revenue for this purpose. Duly seconded

**ACTION:** It was a unanimous vote, so declared.

A true copy:

Attest:   
Anita N. Doucette, MMC/CMMC  
Town Clerk

TOWN OF HARWICH- COMMUNITY PRESERVATION COMMITTEE  
2017 CPA PROJECT FUNDING REQUEST APPLICATION  
FISCAL YEAR 2017-2018

**APPLICANT INFORMATION**

Applicant/Organization: Town of Harwich  
Submission Date: 9/21/17

Address: 732 Main Street Harwich, MA 02645  
Phone: 508-430-7511  
Email Address: [asabatino@town.harwich.ma.us](mailto:asabatino@town.harwich.ma.us)

Project Manager: Aly Sabatino, Town Planner  
Phone: 508-430-7511  
Email Address: [asabatino@town.harwich.ma.us](mailto:asabatino@town.harwich.ma.us)

Town Committee or Board (if applicable): N/A but please see the Boards and Committees that have voted to support the application (page 4)

Second Contact Person: Christopher Clark, Town Administrator

**Project Information**

**Project Title:** Harwich Affordable Housing Trust Fund/ Part Time Housing Coordinator

**Project Amount Requested:** \$500,000.00

**Project Description:**

A priority goal for the Town of Harwich is to create, support and preserve safe and decent housing affordable to our residents, while maintaining the quality of life for all residents.

The 2010 Census shows that families continue to leave the Cape. The cost of housing is a major factor causing this exodus. While house prices declined somewhat since the recession, the market has been rebounding and values are approaching pre-recession levels, out of reach for many year-round residents.

The Affordable Housing Trust allowed under MGL Chapter 44, Section 55 C (attached Exhibit A) would expedite the Town's ability to partner with private developers and convert existing housing to affordable housing. The purpose of the Trust is to provide a public benefit and a suitable living environment by increasing the access to and availability of safe and decent affordable housing to Harwich residents, while maintaining quality of life for all. Additionally, the Trust will provide for the creation and preservation of affordable housing in municipalities for the benefit of low and moderate-income households. Yarmouth, Norwell, Lincoln, Dartmouth, Cambridge, Upton, Sudbury, Georgetown and Scituate are some examples of successful Affordable Housing Trusts funded by CPA.

01-H3

A key part in establishing the Trust and one of the most effective ways our community can jump-start a housing effort is to fund the hiring of a part time Housing Coordinator (attached Exhibit B). Funding is allowed under the "support" verb on the CPA allowable uses chart. The Housing Coordinator would support services for housing-related programs, projects, and affordable housing initiatives. Yarmouth, Dennis, Brewster and Provincetown Town are some successful examples of Affordable Housing Coordinators on the Cape. Additionally, the Town is hoping to partner with Chatham, Brewster and Orleans to share a full-time housing coordinator. If we do partner, the requested amount of \$30,000.00 would be our share for the position.

**How the trust is set up:**

Appointments- As authorized by Chapter 44, Section 55C, the Board of Selectmen shall appoint 5 Trustees, one of whom shall be the Harwich Town Administrator who shall act as Chairman and shall have a vote. The remaining 4 Trustees shall be appointed for two year staggered terms.

Duties and Responsibilities- The Trust shall have the authority as outlined in MGL Chapter 44, Section 55C:

1. Accepts real property, personal property and other contributions;
2. Purchases real or personal property;
3. Sells, leases, exchanges, transfers or conveys property; or
4. Borrows money.

In addition, the Affordable Housing Trust shall have the following duties:

1. The Trust shall oversee such funds and use the funds to create and preserve affordable housing opportunities in the Town of Harwich;
2. The Trust shall work with the Town's Affordable Housing Committee to develop an affordable housing plan, which shall be updated each year and a copy presented to the Board of Selectmen.

**CPC CATEGORY: APPLICANTS PLEASE TAKE NOTE (circle all that apply)**

**Open Space:** This application is for the "acquisition, preservation, rehabilitation and/or preservation of open space".

**Historic:** This application is for the "acquisition, creation, preservation and/or support of community housing".

**Community Housing:** This application is for the "acquisition, creation, preservation and/or support of community housing".

**Recreation:** This application is for the "acquisition, creation, preservation, rehabilitation and/or restoration of land for recreation use".

### **How does this project fit into Harwich's Local Comprehensive Plan and/or other Plans?**

The Local Comprehensive Plan, the Housing Production Plan and the Cape Cod Commission's Regional Policy Plan all highlight the dire need to promote and create affordable housing. The best way to reach the State's mandate 10% goal is to use a range of housing strategies. Creating an Affordable Housing Trust along with hiring a part-time Housing Coordinator would increase and expiate the ability to allow the Town to create affordable housing.

Harwich's Local Comprehensive Plan: (Page 29- Objective 6.2) identifies "affordable housing projects, funding sources" as a goal. The plan also encourages public and private workforce housing (defined as housing for those earning between 80% and 120% of area median income) and other low-cost housing regardless of eligibility for the Subsidized Housing Inventory.

Harwich's Housing Production Plan: (Page 8) recommends hiring a part-time Housing Coordinator that has the necessary expertise to provide ongoing support to effectively coordinate the implementation of various components of the Housing Plan. Additionally, the Housing Production Plan states that (Page 50) "The town needs to produce at least 269 more affordable units to reach the state's 10% goal based on the existing housing stock. Because the number of year-round units is based on the decennial census figure, it will change when the 2020 census figures are released and thus the 10% state threshold is a moving target." The Housing production plan recommends a multi-tier approach so that the town to reach the required 10%.

The Cape Cod Commission's Regional Policy Plan: has identified the following as a goal "To promote the provision of fair, decent, safe, affordable housing for rental or purchase that meets the needs of present and future Cape Cod residents. At a minimum, each town should seek to raise its affordable housing stock to 7.5 percent of all year-round units by 2010, and 10 percent of all year-round units by 2015." Harwich's level of housing stock restricted as affordable is 5.40%.

### **How does this project benefit the citizens of Harwich? If appropriate, has the applicant sought public option or input?**

The state of Massachusetts requires each community to have at least 10% of their housing stock be restricted as affordable. Currently, Harwich's level of affordable housing is 5.40%.

Harwich's small town character, extensive shoreline, rich historical connection to the sea, and rural nature have continued to lure visitors over the years- some who arrive for extended periods in the summer, other who have decided to purchase second homes, and those searching for a place to retire. But like most communities on the Cape, living in Harwich is expensive. As stated above, while house prices declined somewhat since the recession, the market has been rebounding and values are approaching pre-recession levels with the median single-family house priced at \$350,000, still out of reach for many year-round residents.

By providing safe and decent affordable housing, the Trust along with a Housing Coordinator will provide increased opportunities for Harwich residents to remain in Harwich in a suitable living environment, and bolsters the local economy by providing a stable workforce jobs.

**ESTIMATED START DATE:** June 2018

**ESTIMATED COMPLETION DATE:** The intent is for this to be an ongoing project. Please see the below cost estimates.

(Three years from the release of funds (July, 2018)-funds may be rescinded automatically; waivers may be sought)

**PLEASE LIST OTHER COMMISSIONS/BOARDS/COMMITTEES/ORGANIZATIONS that may have involvement, jurisdiction, partnering, etc:**

- Harwich Housing Committee- Voted to support the application (Exhibit H).
- Housing Authority-Voted to support the application, letter pending.
- Harwich Board of Selectmen- Agreed to support the application.

**PROJECT BUDGET:**

Attach project budget estimates for your funding request. If the request involves a Town-owned asset, provide the project's projected operating expenses, including maintenance.

Item	Description	CPA Funds
1	Affordable Housing Acquisition or Constructions of New Units	\$461,500.00
3	Program Administration-Salary	\$30,000.00
4	Program Administration-Planning/Consultants	\$5,000.00
5	Legal	\$3,500.00
<b>GRAND TOTAL</b>	<b>\$500,000.00</b>	

**COST ESTIMATE(S):** Attach cost estimates or firm quotes (if available) for all projects.

**LAND and/or BUILDING ACQUISITION PROJECTS:** Attach surveys, appraisals and agreements, if available. Please set forth name of present owner and attach copy of deed conveying property unto present owner. In addition to property address, please provide Harwich Assessor's Office identification (Map #, Parcel #). For proposed Open Space land purchases, be prepared to discuss public access with the Committee. CPA Funds Received Previous Year (s) For This Project (if applicable):

Fiscal Year Total Cost CPC Funds Approved Town Meeting Article #

2012-13 \_\_\_\_\_

2013-14 \_\_\_\_\_

2014-15 \_\_\_\_\_  
 2015-16 \_\_\_\_\_  
 2016-17 \_\_\_\_\_

If project is expected to continue over more than one year, or if funding the project via full or partial bonding is anticipated, please detail the cost of project on the following chart (narrative explanation should be attached on a separate sheet).

Fiscal Year Total Cost CPC Funds Other Funding Estimated Funds from  
 Requested Sources Other Sources

2016-17 \_\_\_\_\_ N/A  
 2017-18 \_\_\_\_\_ 500,000.00 (FY19)  
 2018-19 \_\_\_\_\_ 10% Allotted from CPA Funds (FY20)  
 2019-20 \_\_\_\_\_ 10% Allotted from CPA Funds (FY21)

**ATTESTATION: I HEREBY ATTEST THAT THE INFORMATION CONTAINED IN THIS APPLICATION IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE.**



Town Administrator

Signature - Chief Executive Officer or Chief Administrative Officer or Board Chair Title

For Community Preservation Committee Use:  
 Project Request received on:  
 (initial)

Associated Town Committee(s):

Date(s) Reviewed On:

Final Determination:

Approved:

Denied:

Date:

CPC Contact Information:

Robert MacCready - Housing Authority maccready@gmail.com  
 Robert Bradley - Historical Commission bradleybob60@yahoo.com  
 David Nixon - Rec.&Youth Commission cdeescamp1@hotmail.com  
 Katherine Green - Real Estate&Open Space ksgr58@gmail.com  
 Walter Diggs - Conservation Commission cordovawwd@aol.com  
 Cindi Maule - Selectmen's Appointee cmaule@haconcapecod.org



## Exhibits

Exhibit A- MGL Chapter 44, Section 55C

Exhibit B- Draft part-time Housing Coordinator job description

Exhibit C- Article Housing Coordinators: Making Waves Across the Commonwealth

Exhibit D- Chart 1, Community Preservation Fund Allowable Spending Purposes

Exhibit E- Article Using CPA funds for Housing Trust and Conservation Trusts

Exhibit F- Yarmouth By-Law Chapter 6 Affordable Housing Trust

Exhibit G- Yarmouth Affordable Housing Trust

Exhibit H- Letter of Support from the Housing Committee

# Exhibit A

## **Part I** ADMINISTRATION OF THE GOVERNMENT

### **Title VII** CITIES, TOWNS AND DISTRICTS

#### **Chapter 44** MUNICIPAL FINANCE

##### **Section 55C** MUNICIPAL AFFORDABLE HOUSING TRUST FUND

*[ Subsection (a) effective until November 7, 2016. For text effective November 7, 2016, see below.]*

Section 55C. (a) Notwithstanding section 53 or any other general or special law to the contrary, a city or town that accepts this section may establish a trust to be known as the Municipal Affordable Housing Trust Fund, in this section called the trust. The purpose of the trust is to provide for the creation and preservation of affordable housing in municipalities for the benefit of low and moderate income households. Acceptance shall be by majority vote of the municipal legislative body under section 4 of chapter 4.

*[ Subsection (a) as amended by 2016, 218, Sec. 95 effective November 7, 2016 for all funds held in trust under Chapter 44B on or after November 7, 2016. See 2016, 218, Sec. 246. For text effective until November 7, 2016, see above.]*

(a) Notwithstanding section 53 or any other general or special law to the contrary, a city or town that accepts this section may establish a trust to be known as the Municipal Affordable Housing Trust Fund, in this section called the trust. The purpose of the trust is to provide for the creation and preservation of affordable housing in municipalities for the benefit of low and moderate income households and for the funding of community housing, as defined in and in accordance with the provisions of chapter 44B. Acceptance shall be by majority vote of the municipal legislative body under section 4 of chapter 4.

(b) There shall be a board of trustees, in this section called the board, which shall include no less than 5 trustees, including the chief executive officer, as defined by section 7 of chapter 4, of the city or town, but where the chief executive officer is a multi-member body, that body shall designate a minimum of 1 of its members to serve on the board. Trustees shall be appointed in a city by the mayor or by the city manager in a Plan D or Plan E municipality, subject in either case, to confirmation by the city council, and in a town by the board of selectmen, shall serve for a term not to exceed 2 years, and are designated as public agents for purposes of the constitution of the commonwealth. Nothing in this subsection shall prevent a board of selectmen from appointing the town manager or town administrator as a member or chair of the board, with or without the power to vote.

(c) The powers of the board, all of which shall be carried on in furtherance of the purposes set forth in this act, shall include the following powers, but a city or town may, by ordinance or by-law, omit or modify any of these powers and may grant to the board additional powers consistent with this section:—

*[ Clause (1) of subsection (c) effective until November 7, 2016. For text effective November 7, 2016, see below.]*

(1) to accept and receive real property, personal property or money, by gift, grant, contribution, devise or transfer from any person, firm, corporation or other public or private entity, including but not limited to money, grants of funds or other property tendered to the trust in connection with any ordinance or by-law or any general or special law or any other source, including money from chapter 44B;

*[ Clause (1) of subsection (c) as amended by 2016, 218, Sec. 96 effective November 7, 2016 for all funds held in trust under Chapter 44B on or after November 7, 2016. See 2016, 218, Sec. 246. For text effective until November 7, 2016, see above.]*

(1) to accept and receive real property, personal property or money, by gift, grant, contribution, devise or transfer from any person, firm, corporation or other public or private entity, including but not limited to money, grants of funds or other property tendered to the trust in connection with any ordinance or by-law or any general or special law or any other source, including money from chapter 44B; provided, however, that any

such money received from chapter 44B shall be used exclusively for community housing and shall remain subject to all the rules, regulations and limitations of that chapter when expended by the trust, and such funds shall be accounted for separately by the trust; and provided further, that at the end of each fiscal year, the trust shall ensure that all expenditures of funds received from said chapter 44B are reported to the community preservation committee of the city or town for inclusion in the community preservation initiatives report, form CP-3, to the department of revenue;

(2) to purchase and retain real or personal property, including without restriction investments that yield a high rate of income or no income;

(3) to sell, lease, exchange, transfer or convey any personal, mixed, or real property at public auction or by private contract for such consideration and on such terms as to credit or otherwise, and to make such contracts and enter into such undertaking relative to trust property as the board deems advisable notwithstanding the length of any such lease or contract;

*Clause (4) of subsection (c) effective until November 7, 2016.  
For text effective November 7, 2016, see below.]*

(4) to execute, acknowledge and deliver deeds, assignments, transfers, pledges, leases, covenants, contracts, promissory notes, releases and other instruments sealed or unsealed, necessary, proper or incident to any transaction in which the board engages for the accomplishment of the purposes of the trust;

*[ Clause (4) of subsection (c) as amended by 2016, 218, Sec. 97 effective November 7, 2016 for all funds held in trust under Chapter 44B on or after November 7, 2016. See 2016, 218, Sec. 246. For text effective until November 7, 2016, see above.]*

(4) to execute, acknowledge and deliver deeds, assignments, transfers, pledges, leases, covenants, contracts, promissory notes, releases, grant agreements and other instruments sealed or unsealed, necessary, proper or incident to any transaction in which the board engages for the accomplishment of the purposes of the trust;

(5) to employ advisors and agents, such as accountants, appraisers and lawyers as the board deems necessary;

(6) to pay reasonable compensation and expenses to all advisors and agents and to apportion such compensation between income and principal as the board deems advisable;

(7) to apportion receipts and charges between incomes and principal as the board deems advisable, to amortize premiums and establish sinking funds for such purpose, and to create reserves for depreciation depletion or otherwise;

(8) to participate in any reorganization, recapitalization, merger or similar transactions; and to give proxies or powers of attorney with or without power of substitution to vote any securities or certificates of interest; and to consent to any contract, lease, mortgage, purchase or sale of property, by or between any corporation and any other corporation or person;

(9) to deposit any security with any protective reorganization committee, and to delegate to such committee such powers and authority with relation thereto as the board may deem proper and to pay, out of trust property, such portion of expenses and compensation of such committee as the board may deem necessary and appropriate;

(10) to carry property for accounting purposes other than acquisition date values;

(11) to borrow money on such terms and conditions and from such sources as the board deems advisable, to mortgage and pledge trust assets as collateral;

(12) to make distributions or divisions of principal in kind;

(13) to comprise, attribute, defend, enforce, release, settle or otherwise adjust claims in favor or against the trust, including claims for taxes, and to accept any property, either in total or partial satisfaction of any indebtedness or other obligation, and subject to the provisions of this act, to continue to hold the same for such period of time as the board may deem appropriate;

(14) to manage or improve real property; and to abandon any property which the board determined not to be worth retaining;

(15) to hold all or part of the trust property uninvested for such purposes and for such time as the board may deem appropriate; and

(16) to extend the time for payment of any obligation to the trust.

(d) Notwithstanding any general or special law to the contrary, all moneys paid to the trust in accordance with any zoning ordinance or by-law, exaction fee, or private contributions shall be paid directly into the trust and need not be appropriated or accepted and approved into the trust. General revenues appropriated into the trust become trust property and to be expended these funds need not be further appropriated. All moneys remaining in the trust at the end of any fiscal year, whether or not expended by the board within 1 year of the date they were appropriated into the trust, remain trust property.

(e) The trust is a public employer and the members of the board are public employees for purposes of chapter 258.

(f) The trust shall be deemed a municipal agency and the trustees special municipal employees, for purposes of chapter 268A.

(g) The trust is exempt from chapters 59 and 62, and from any other provisions concerning payment of taxes based upon or measured by property or income imposed by the commonwealth or any political subdivision thereof.



(h) The books and records of the trust shall be audited annually by an independent auditor in accordance with accepted accounting practices.

(i) The trust is a governmental body for purposes of sections 23A, 23B and 23C of chapter 39.

(j) The trust is a board of the city or town for purposes of chapter 30B and section 15A of chapter 40; but agreements and conveyances between the trust and agencies, boards, commissions, authorities, departments and public instrumentalities of the city or town shall be exempt from said chapter 30B.

# Exhibit B

## Housing Coordinator

### **Position Purpose:**

The purpose of this position is to perform responsible professional, technical, and administrative work in providing administrative support services for housing-related programs, projects and activities; all other related work as required. The Housing Coordinator is responsible for administrative duties assigned through Town Administrator for the Housing Authority, the Council on Aging and other boards and committees that do not have an employee presence in Town Hall.

### **Supervision:**

*Supervision Scope:* Performs varied and responsible duties requiring the exercise of considerable judgment and initiative in coordinating operations, formulating decisions,

*Supervision Received:* Work is performed under the administrative direction of the Town Administrator and in accordance with state and local laws and regulations. Employee generally establishes own work plan and completes work in accordance with established departmental policies and standards. This position is subject to review and evaluation according to the town's personnel plan.

*Supervision Given:* May be assigned supervisory responsibility for full-time and part-time employees. Supervises the work of various technical contractors.

### **Job Environment:**

Administrative work is performed under typical office conditions. The noise level is moderate at times. Employee is required to attend evening meetings.

Operates an automobile, computer, printers, facsimile machine, copier, calculator, and other standard office equipment.

Makes frequent contact with other municipal employees, state, federal, and regional agencies, board/commission members, attorneys, engineers and applicants; makes regular contacts with the general public. Contacts are in writing, in person and by telephone and involve an information exchange dialogue. Contacts may also require the Housing Coordinator to provide advice and direction.

Has limited access to department-related confidential information requiring the application of appropriate judgment, discretion and professional protocols.

Errors in administration and judgment could result in reduced levels of service, cause confusion and delay, adverse public relations, and have legal repercussions.

### **Essential Functions:**

*(The essential functions or duties listed below are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.)*

Provides administrative support services for the Housing Authority and the Council on Aging, as appropriate.

Assists in the development, approval and implementation of the Affordable Housing Production plan.

With respect to affordable housing projects, assists Housing Authority in developing scope and terms of requests for proposals (RFPs) and other project documents, coordinates review by other town boards and departments, and public comment. Forwards plans for technical review to consulting engineers. Develops the scope of review including establishing time constraints. Refers all plans to required departments for review. Performs coordination of work with other town departments.

Prepares support materials as needed. Attends meetings, prepares minutes if needed.

Assists in preparing and/or reviewing proposed bylaw amendments and amendments to specific Board's rules and regulations.

Assists in development and execution of housing-related public educational programs/events

Responds to questions and requests for information from the public and other town departments. Provides guidance and technical assistance as necessary.

Attends regional and professional development meetings as necessary.

Regular attendance and punctuality at the workplace is required.

Performs similar or related work as required, directed or as situation dictates.

#### Recommended Minimum Qualifications:

##### Education, Training and Experience:

Bachelor's degree in government, municipal planning, business or other related field; two years experience in municipal management, housing, government law, planning, procurement or related field; Master's degree preferred; or any equivalent combination of education and experience.

##### Knowledge, Ability and Skill:

*Knowledge:* Comprehensive knowledge of the functions of municipal government, local bylaws, rules and regulations. General understanding of the interaction between local, state, and federal government. General knowledge of Massachusetts General Laws, especially as they apply to housing, and zoning, is highly desirable. Understands the roles of the Housing Authority and Council on Aging. Good working knowledge of office practices and procedures, forms, and equipment.

*Ability:* Ability to independently perform analysis, prepare reports, and formulate recommendations. Ability to deal with the public in a courteous and tactful manner. Aptitude for an attention to details and accuracy. Ability to work on a variety of unrelated tasks at the same time. Ability to work effectively under time constraints to meet deadlines.

*Skill:* Skill in the use of standard office machines. Specialized skills in using a variety of computer software systems. Consensus building skills. Skill in all of the above listed tools and equipment. Advanced Excel and Word user.

Physical Requirements:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. Employee is regularly required to walk, stand, sit; handles, feels or operates objects, tools, or controls, and reaches with hands and arms as in picking up paper, files, and other common office objects weighing up to 10 pounds. Vision at or correctable to normal ranges.

*(This job description does not constitute an employment agreement between the employer and employee. It is used as a guide for personnel actions and is subject to change by the employer as the needs of the employer and requirements of the job change.)*

\_\_\_\_\_  
*Supervisor Signature                      Date*

\_\_\_\_\_  
*Personnel Board Chair                      Date*





## Exhibit C

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## Housing Coordinators: Making Waves Across The Commonwealth!

March 1, 2012: One of the most effective ways CPA communities can jump start their community housing effort is to fund the hiring of a 'housing coordinator' for the municipality. By funding such a position under the "support" verb on the CPA allowable uses chart, even semi-rural communities, which often struggle with how to create community housing, are having great success.

The idea of using CPA funds to hire housing coordinators in Massachusetts municipalities, including Elizabeth Barnett in Carlisle, is relatively new. Elizabeth's many roles show just how valuable a dedicated housing staff member can be for cities and towns. While working just 29 hours per week, she staffs the Affordable Housing Trust and supports the local Housing Authority, in part by monitoring the community's deed restricted affordable housing units. Organizing stakeholders around local affordable housing developments, she also spearheads a local task force considering family housing on public land. For families facing foreclosure, senior citizens, and individuals with disabilities in need of literature and resources, Elizabeth is the contact person. The Housing Planner/Coordinator Network, a group that meets monthly, was also started by Elizabeth.

While she is quick to deflect praise onto elected town officials, there is no doubt that Elizabeth's work has evolved into a crucial and increasingly important role in town.

"Developing affordable housing takes a complex tool kit," says Barnett, who also helped to update Carlisle's Housing Production Plan. "The housing coordinator needs to be someone who understands how it all fits together and can work with existing boards and committees."

In Carlisle, the focus is on keeping existing, income-eligible residents in their homes, as well as creating new community housing options. Barnett, and housing coordinators in other communities, are knowledgeable about the latest local, state, and federal housing regulations, attend trainings, and work with local committees to find creative solutions to local housing challenges.

As a result, the housing coordinator can become a spokesperson for the housing needs of residents. Development projects are complex and sometimes options for affordable housing are overlooked. Fran Stanley, Housing Coordinator in Groton, points out that the housing coordinator can be the town employee who focuses on keeping the need for diverse housing options on the table. "In my role as the housing coordinator, I have helped the town realize small victories and progress on affordable housing, and hopefully there will eventually be a big success!" Fran's 19-hour per week position is also funded by CPA.

For communities that will fund the Housing Coordinator position 100% with CPA dollars, there's an important caveat: per the CPA legislation, the coordinator will be limited to working on housing issues for residents who earn up to 100% of the areawide median income (AMI). If the desire is to have the coordinator support residents or housing developments at income levels above 100% of AMI, their salary should be funded in part by non-CPA funds. Similarly, the Housing Coordinator, if funded solely with CPA funds, would be limited to working on projects eligible for CPA funding.

Given the complexities of affordable housing and the inevitable limitations of even passionate, effective volunteers, using CPA funds for a housing coordinator can make a lot of sense. When a town is committed to providing housing that meets the needs of a wide array of household incomes, a housing coordinator can be instrumental in moving solutions forward.

Further Resources...

- » [Job description for Carlisle's Housing Coordinator position.](#)
- » [Read the details of a mixed-use project facilitated by Carlisle's Housing Coordinator.](#)

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# Exhibit D

Chart 1

## COMMUNITY PRESERVATION FUND ALLOWABLE SPENDING PURPOSES (G.L. c. 44B, § 5)

DEFINITIONS (G.L. c. 44B, § 2)	OPEN SPACE	HISTORIC RESOURCES	RECREATIONAL LAND	COMMUNITY HOUSING
	Land to protect existing and future wet fields, aquifers and recharge areas, watershed land, agricultural land, grasslands, fields, forest land, fresh and salt water marshes and other wetlands, ocean, river, stream, lake and pond frontage, beaches, dunes and other coastal lands, lands to protect scenic vistas, land for wildlife or nature preserve and land for recreational use	Building, structure, vessel, real property, document or artifact listed on the state register of historic places or determined by the local historic preservation commission to be significant in the history, archeology, architecture or culture of the city or town	Land for active or passive recreational use including, but not limited to, the use of land for community gardens, trails, and noncommercial youth and adult sports, and the use of land as a park, playground or athletic field Does <u>not</u> include horse or dog racing or the use of land for a stadium, gymnasium or similar structure.	Housing for low and moderate income individuals and families, including low or moderate income seniors  Moderate income is less than 100%, and low income is less than 80%, of US HUD Area Wide Median Income
ACQUISITION Obtain property interest by gift, purchase, devise, grant, rental, purchase, lease or otherwise. Only includes eminent domain taking as provided by G.L. c. 44B	Yes	Yes	Yes	Yes
CREATION To bring into being or cause to exist. <i>Seideman v. City of Newton</i> , 452 Mass. 472 (2008)	Yes		Yes	Yes
PRESERVATION Protect personal or real property from injury, harm or destruction	Yes	Yes	Yes	Yes
SUPPORT Provide grants, loans, rental assistance, security deposits, interest-rate write downs or other forms of assistance directly to individuals and families who are eligible for community housing, or to entity that owns, operates or manages such housing, for the purpose of making housing affordable				Yes, includes funding for community's affordable housing trust
REHABILITATION AND RESTORATION Make capital improvements, or extraordinary repairs to make assets functional for intended use, including improvements to comply with federal, state or local building or access codes or federal standards for rehabilitation of historic properties	Yes if acquired or created with CP funds	Yes	Yes	Yes if acquired or created with CP funds

## Exhibit E


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## Using CPA Funds For Housing Trusts And Conservation Funds

December 2008: Does your community need the flexibility to purchase open space when it comes on the market, *without having to obtain Town Meeting or City Council approval*? Or, be able to acquire land for affordable housing without having to wait for your municipality's legislative body to vote on each opportunity that arises? It's important to react quickly when real estate opportunities arise or your community may risk losing the deal. One way to do this is to establish a Conservation Fund and/or an affordable housing trust, both of which can be funded with CPA appropriations.

### What is a Conservation Fund?

A Conservation Fund, established by MGL c.40 section 8(c), enables a municipality to appropriate monies which the conservation commission may then spend without further action from the municipality's legislative body. As clarified in a letter from the Department of Revenue to the Town of Duxbury, CPA funds may be appropriated into the Conservation Fund and be spent on CPA-eligible uses. The expenditure of these funds is subject to the restrictions imposed by the CPA, such as the requirement that deed restrictions be placed on properties that are acquired.

### What is an affordable housing trust?

There are a few different types of housing trusts: municipal trusts created by home rule petition, private-non-profit trusts, and Municipal Affordable Housing Trusts, under MGL Chapter 44, Section 55C, which was signed into law by Governor Romney in January 2005.

The CPA law states specifically in Section 5(f) that "A city or town may appropriate money in any year from the Community Preservation Fund to an affordable housing trust fund." Such trusts can have the power to purchase, sell, lease, manage, and improve real property for the purpose of creating and preserving affordable housing. At least 11 communities have appropriated CPA funds to an affordable housing trust.

### Yes, you can

CPA funds can be appropriated to both affordable housing trusts and to Conservation Funds as long as any ultimate expenditure of those funds is for CPA-eligible uses. Therefore, it is recommended that CPA appropriations to these trust funds be tracked separately from monies generated from other sources to ensure proper accountability of CPA funds.

### Who's doing it?

**Norwell:** The Town of Norwell has appropriated CPA funds for both its Municipal Affordable Housing Trust and Conservation Fund. Thanks to CPA funds, Norwell's Conservation Fund contains \$100K for protection of open space. Charles Markham, member of the CPC, is glad the town has some preliminary funds available so that they can act quickly to protect open space when it comes on the market.

Norwell has also appropriated \$500K in CPA funds to its Municipal Affordable Housing Trust. Norwell's housing trust has greater oversight by Town Meeting than required by the statute. As Mr. Markham explains, "We set about creating a trust that nobody could argue about." The Trust is authorized to purchase, rehabilitate, and resell existing housing units for affordable housing as well as to create soft-second loans for income-eligible home buyers. Outside of these powers, the Trust would need Town Meeting approval before funding other types of projects.

**Harvard:** Other communities have also put CPA funds into housing trusts and Conservation Funds. For example, the Town of Harvard, in Worcester County, appropriated over \$250K for its housing trust and makes annual contributions to its Conservation Fund ranging from \$90K to \$200K.

**Lincoln:** The Town of Lincoln also used CPA funds for its housing trust. The town established a trust with broad powers that align with the state statute. However, when the town appropriated CPA funds to the trust, it tied the funds to a specific use (establishing a buy-down program) through a grant agreement between the CPC and the Board of Trustees. [View an early draft of this grant agreement.](#)

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# Exhibit F

## Chapter 6

### AFFORDABLE HOUSING TRUST

§ 6-1. Appointments.

§ 6-3. Removal.

§ 6-2. Duties and responsibilities.

[HISTORY: Adopted by the Annual Town Meeting of the Town of Yarmouth 4-10-2007 by Art. 22, approved 7-31-2007. Amendments noted where applicable.]

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§ 6-1. Appointments.

As authorized by MGL c. 44, § 55C, the Board of Selectmen shall appoint five Trustees, one of whom shall be the Yarmouth Town Administrator who shall act as Chairman and shall have a vote. The remaining four Trustees shall be appointed for two-year staggered terms.

§ 6-2. Duties and responsibilities.

- A. The Trust shall have the authority as outlined in MGL c. 44, § 55C. The Selectmen member of the Trust shall report to the full Board of Selectmen on purchases or sales of real property. [Amended 10-17-2011 STM by Art. 6, approved 10-24-2011]
- B. In addition, the Affordable Housing Trust shall have the following duties:
  - (1) The Trust shall oversee such funds and use the funds to create and preserve affordable housing opportunities in the Town of Yarmouth.
  - (2) The Trust shall work with the Town's Affordable Housing Committee to develop an affordable housing plan, which shall be updated each year and a copy presented to the Board of Selectmen.

§ 6-3. Removal.

A member may be removed from the Trust by the Board of Selectmen by a majority vote after a public meeting or by failure to reappoint.

## Exhibit G

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### YARMOUTH AFFORDABLE HOUSING TRUST

THIS DECLARATION OF TRUST is executed as of the 26th (twenty-sixth) day of February, 2013 by William a Hinchey, Chairman and Town Administrator; Curtis Sears, Board of Selectmen Representative; Thomas I Roche, Community Preservation Committee Representative; Mary Ann Gray, Community Housing Committee Representative; and Robert C. Lawton, Jr., Member At-Large, herein called the Trustees, pursuant to the provisions of M, G. L. c. 44 Section 55C.

WHEREAS, The Town Meeting of Yarmouth has authorized the establishment of an Affordable Housing Trust pursuant to the provisions of M.G.L. Chapter 44, a 55C; and

WHEREAS, The Trust was established on April 10, 2007;

THEREFORE, in consideration of the agreements contained in this Trust, and the requirements of M.G.L. Chapter 44, s 55C, the Trustees hereby acknowledge and agree for themselves and their successors in trust to hold the same, together with such other property and funds as may be added thereto, for the purposes hereof in trust for the benefit of all of the Inhabitants of the Town of Yarmouth, in the manner and under the terms and conditions set forth herein.

#### ARTICLE I NAME OF THE TRUST

This trust shall be called the "Yarmouth Affordable Housing Trust". A Certificate of Trust for this trust shall be recorded with the Barnstable County Registry of Deeds and the Barnstable County Registry District of Land Court.

#### ARTICLE II PURPOSE OF TRUST

The purpose of the Trust shall be to provide for the preservation and creation of affordable housing in the Town of Yarmouth for the benefit of low and moderate income households.

#### ARTICLE III POWERS OF TRUSTEES

- The Trustees shall have the following powers which shall be carried out in accordance with and in furtherance of the provisions of M.G.L. Chapter 44, Section 55C (Municipal Affordable Housing Trust Fund) as outlined below:
- (1) to accept and receive property, whether real or personal, by gift, grant, devise, or transfer from any person, firm, corporation Or other public or private entity, including without limitation grants of funds or other property tendered to the Trust in connection with provisions of any zoning ordinance or by-law or any other ordinance or by-law;
  - (2) to purchase and retain real or personal property, including without restriction investments that yield a high rate of income or no income;
  - (3) to sell, lease, exchange, transfer or convey any personal, mixed, or real property at

public auction or by private contract for such consideration and on such terms as to credit or otherwise, and to make such contracts and enter into such undertaking relative to Trust property as the board deems advisable notwithstanding the length of any such lease or contract;

- (4) to execute, acknowledge and deliver deeds, assignments, transfers, pledges, leases, covenants, contracts, promissory notes, releases and other instruments sealed or unsealed, necessary, proper or incident to any transaction in which the board engages for the accomplishment of the purposes of the Trust;
- (5) to employ advisors and agents, such as accountants, appraisers and lawyers as the board deems necessary;
- (6) to pay reasonable compensation and expenses to all advisors and agents and to apportion such compensation between income and principal as the board deems advisable;
- (7) to apportion receipts and charges between incomes and principal as the board deems advisable, to amortize premiums and establish sinking funds for such purpose, and to create reserves for depreciation depletion or otherwise;
- (8) to participate in any reorganization, recapitalization, merger or similar transactions; and to give proxies or powers of attorney with or without power of substitution to vote any securities or certificates of interest; and to consent to any contract, lease, mortgage, purchase or sale of property, by or between any corporation and any other corporation or person;
- (9) to deposit any security with any protective reorganization committee, and to delegate to such committee such powers and authority with relation thereto as the board may deem proper and to pay, out of Trust property, such portion of expenses and compensation of such committee as the board may deem necessary and appropriate;
- (10) to carry property for accounting purposes other than acquisition date values;
- (11) to borrow money on such terms and conditions and from such sources as the board deems advisable, to mortgage and pledge Trust assets as collateral;
- (12) to make distributions or divisions of principal in kind;
- (13) to comprise, attribute, defend, enforce, release, settle or otherwise adjust claims in favor or against the Trust, including claims for taxes, and to accept any property, either in total or partial satisfaction of any indebtedness or other obligation, and subject to the provisions of this act, to continue to hold the same for such period of time as the board may deem appropriate;
- (14) to manage or improve real property; and to abandon any property which the board determined not to be worth retaining;
- (15) to hold all or part of the Trust property uninvested for such purposes and for such time as the board may deem appropriate;
- (16) to extend the time for payment of any obligation to the Trust;
- (17) the Selectmen member of the Trust shall report to the full Board of Selectmen on purchases or sales of real property by the Trust; and
- (18) the Trust shall have the following additional duties:
  - (a) The Trust shall oversee all funds under its control and use the funds to create and preserve affordable housing opportunities in the Town of Yarmouth.

(b) The Trust shall work with the Town's Community Housing Committee (formerly the Affordable Housing Committee) to develop an affordable housing plan, which shall be updated each year and a copy presented to the Board of Selectmen.

(19) The Trustees shall have full power and authority, at any time and from time to time and without the necessity of applying to any court for leave to do so, to expend the 100% of the Trust funds, both principal and interest, to the extent that all funds hereunder may be expended if the Trustees deem such expenditure appropriate. All expenditures shall be made in conformance with the terms of this Trust and M.G.L. Chapter 44, s 55C.

#### ARTICLE IV APPOINTMENT AND TENURE OF TRUSTEES

As authorized by M.G.L. c. 44, Section 55C, the Board of Selectmen shall appoint five Trustees, one of whom shall be the Yarmouth Town Administrator who shall act as Chairperson and shall have a vote. The remaining four Trustees shall be appointed for two-year staggered terms.

In the event of a vacancy in the position of Trustee, the appointment shall be made in the same manner as the original appointment.

Any Trustee may resign by written instrument signed and acknowledged by such Trustee and duly filed with the Town Clerk. If a Trustee shall die, resign, or for any other reason cease to be a Trustee hereunder before his/her term of office expires, a successor shall be appointed by the Board of Selectmen to fill such vacancy provided that in each case the said appointment and acceptance in writing by the Trustee so appointed is filed with the Town Clerk and recorded with the Barnstable County Registry of Deeds and the Barnstable County Registry District of Land Court.

#### ARTICLE V REMOVAL OF TRUSTEES

A member may be removed from the Trust by the Board of Selectmen by a majority vote after a public meeting or by failure to reappoint.

#### ARTICLE VI MEETINGS OF THE TRUSTEES

The Trust shall meet at least quarterly at such time and such place as the Trustees shall determine. Special meetings may be called by the Chairperson or by any three (3) Trustees. Notice of any meeting of the Trust shall be filed with the Town Clerk and posted in accordance with the Open Meeting Law, M.G.L. Chapter 39, s 23A, 23B and 23C.

A quorum of the Board of Trustees shall be the majority of the number of authorized Trustees.

The Chairperson may establish sub-committees and/or ad hoc task related committees to carry out the purposes of the Trust. Chairpersons of the sub-committees may be selected by the members of the sub-committees.

#### ARTICLE VII ACTS OF TRUSTEES

A majority of Trustees may exercise any or all of the powers of the Trustees hereunder and may execute on behalf of the Trustees any and all instruments with the same effect as though executed

by all the Trustees. No Trustee shall be required to give bond. No license of court shall be required to confirm the validity of any transaction entered into by the Trustees with respect to the Trust Estate.

#### ARTICLE VIII TREASURER/COLLECTOR AS CUSTODIAN

The Town of Yarmouth Treasurer shall be the custodian of the Trust's funds and shall maintain separate accounts and records for said funds.

He or she shall invest the funds in the manner authorized by M.G.L Chapter 44, Section 55 (Public Funds on Deposit; Limitations; Investments,) Section 55A, (Liability of Depositor for Losses Due to Bankruptcy), Section 55B (Investment of Public Funds).

Any income or proceeds received from the investment of funds shall be credited to and become part of the Trust.

Expenditures by the Trust shall be processed through the warrant but shall be controlled by the provisions of M.G.L. Chapter 44, s.55C,

As custodian, the Town Treasurer shall issue checks as directed by the Trustees.

In accordance with M.G.L. Chapter 44, s.55C (Municipal Affordable Housing Trust Fund), the books and records of the Trust shall be audited annually by an independent auditor in accordance with accepted accounting practices. The Trust shall be audited as part of the Town audit.

#### ARTICLE IX DURATION OF THE TRUST

This Trust shall continue so long as authorized under the Laws of the Commonwealth of Massachusetts. Notwithstanding the foregoing, The trust may be terminated by a majority vote of the Town Meeting in accordance with M.G.L. Chapter 4, Section 4B, provided that an instrument of termination together with a certified copy of the Town Meeting vote are duly recorded with the Barnstable County Registry of Deeds and the Barnstable County Registry District of Land Court. Upon termination of the Trust, subject to the payment of or making provisions for the payment of all obligations and liabilities of the Trust and the Trustees, the net assets of the Trust shall be transferred to the Town and held by the Board of Selectmen for affordable housing purposes. In making any such distribution, the Trustees may sell all or any portion of the Trust property and distribute the net proceeds thereof or they may distribute any of the assets in kind. The powers of the Trustees shall continue until the affairs of the Trust are concluded.

#### ARTICLE X CONSTRUCTION OF TERMS

In the construction hereof, whether or not so expressed, words used in the singular or in the plural respectively include both the plural and singular, words denoting males include females and words denoting persons include individuals, firms, associations, companies, trusts and corporations unless a contrary intention is to be inferred from or required by the subject matter or context. All the powers and provisions of the Trust herein contained shall take effect and be construed according to the laws of the Commonwealth of Massachusetts.

Reference to the Trustee shall mean the Trustee or Trustees for the time being hereunder.

#### ARTICLE XI RECORDING

This Declaration of Trust shall be recorded with the Barnstable County Registry of Deeds and

the Barnstable County Registry District of Land Court.

#### ARTICLE XII AMENDMENTS

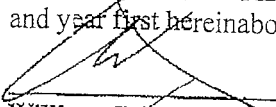
The Declaration of Trust may be amended from time to time except as to those provisions specifically required under M.G.L. Chapter 44, s 5C, by an instrument in writing signed by all of the Trustees and approved at a meeting called for that purpose, a certificate of amendment has been recorded with the Barnstable County Registry of Deeds and the Barnstable County Registry District of Land Court.

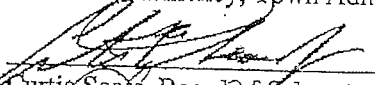
#### ARTICLE XIII RECORD TO BE CONCLUSIVE, CERTIFICATE AS TO FACTS

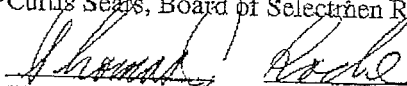
Every contract, deed, mortgage, lease and other instrument executed by a majority of the Trustees as appears from instruments or certificates recorded with the Registry of Deeds and Registry District Land Registration Office to be Trustees hereunder shall be conclusive evidence in favor of any person relying thereon or claiming thereunder, that at the time of the delivery thereof this Trust was in full force and effect and that the execution and delivery of such instrument was duly authorized by the Trustees except that instruments of amendment pursuant to Article MI and an instrument of termination pursuant to Article IX hereof shall be conclusive only if it appears that the delegations, amendments or termination have been executed by all of the Trustees. Any person dealing with the Trust property or the Trustees may always rely on a certificate signed by any person appearing from instruments or certificates so recorded to be Trustee hereunder as to the identity of the then current Trustees or as to the existence or non-existence of any fact or facts which constitute conditions precedent to acts by the Trustees or in any other manner germane to the affairs of the Trust. ARTICLE XIV ~~ARTICLE XV~~ ARTICLE XV ~~ARTICLE XVI~~ ARTICLE XVI

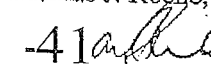
The titles to the various Articles herein are for convenience only and are not to be considered part of said Articles nor shall they affect the meaning or the language of any such article.

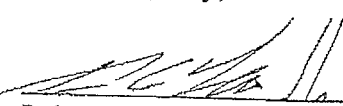
TN WITNESS Y REOF the said Trustees have hereunto set their hands and seals on the day and year first hereinabove set forth.

  
William G. Hinchey, Town Administrator

  
Curtis Sears, Board of Selectmen Representative

  
Thomas J. Roche, Community Preservation Committee Representative

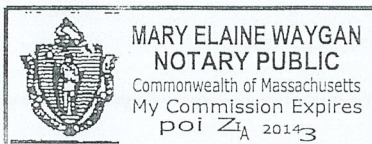
41  
  
Mary Ann Gray, o muni Housing Committee Representative

  
Robert Clawton, Jr., ember At-Large

COMMONWEALTH OF MASSACHUSETTS

BARNSTABLE, SS. February 26, 2013

On this 26<sup>th</sup> day of February, 2013, before me, the undersigned notary public, personally appeared the above-named William G. Hinchey, proved to me through satisfactory evidence of identification, which was personally known to me, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose.



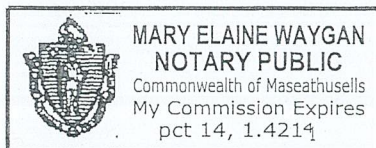
A handwritten signature in cursive script, appearing to read "Mary Elaine Waygan".

Notary Public: Mary Elaine Waygan  
My commission expires: October 24, 2019

COMMONWEALTH OF MASSACHUSETTS

BARNSTABLE, SS. February 26<sup>th</sup>, 2013

On this 26<sup>th</sup> day of February, 2013, before me, the undersigned notary public, personally appeared the above-named Robert C. Lawton, Jr., proved to me through satisfactory evidence of identification, which was personally known to me, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose.



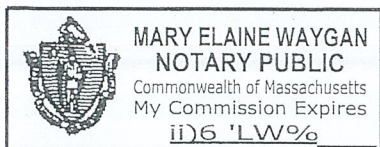
A handwritten signature in cursive script, appearing to read "Mary Elaine Waygan".

Notary Public: Mary Elaine Waygan  
My commission expires: October 24, 2019

COMMONWEALTH OF MASSACHUSETTS

BARNSTABLE, SS. February 26<sup>th</sup>, 2013

On this 26<sup>th</sup> day of February, 2013, before me, the undersigned notary public, personally appeared the above-named Curtis Sears, proved to me through satisfactory evidence of identification, which was personally known to me, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose.



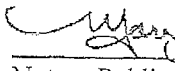
A handwritten signature in cursive script, appearing to read "Mary Elaine Waygan".

Notary Public: Mary Elaine Waygan  
My commission expires: October 24, 2019

BARNSTABLE, SS. February 26<sup>th</sup>, 2013

On this 26<sup>th</sup> day of February, 2013, before me, the undersigned notary public, personally appeared the above-named Thomas J. Roche, proved to me through satisfactory evidence of identification, which was personally known to me, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose.


MARY ELAINE WAYGAN  
NOTARY PUBLIC  
Commonwealth of Massachusetts  
My Commission Expires  
Or..A 16.1 2/Aci

  
Notary Public: Mary Elaine Waygan  
My commission expires: October 24, 2019

COMMONWEALTH OF MASSACHUSETTS

BARNSTABLE, SS. February 26<sup>th</sup>, 2013

On this 26<sup>th</sup> day of February, 2013, before me, the undersigned notary public, personally appeared the above-named Mary Ann Gray, proved to me through satisfactory evidence of identification, which was personally known to me, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose,

 MARY ELAINE WAYGAN  
NOTARY PUBLIC  
Commonwealth of Massachusetts  
My Commission Expires  
Oc...t 2.P tot

E.P.

Notary Public: Mary Elaine Waygan  
My commission expires: October 24, 2019

BARNSTABLE COUNTY  
REGISTRY OF DEEDS  
A true COPY, ATTEST

JOHN F. MEAPE-11.Faggi,

BARNSTABLE REGISTRY OF DEEDS



## Exhibit H

Harwich Housing Committee  
Town Hall Library, 732 Main Street  
Harwich, MA 02645

September 25, 2017

Ms. Aly Sabatino  
Town Planner  
732 Main Street  
Harwich, MA 02645

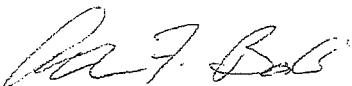
RE: CPC request for the creation of the Housing Trust and Housing Coordinator

Dear Ms. Sabatino:

Pursuant to your request at our meeting on September 11, 2017, the Harwich Housing Committee is in full support of the Planning Department's request to CPC in the amount of \$500,000 to create the Housing Trust which will help the Town of Harwich reach it's affordable housing goal and create a part-time Housing Coordinator position both of which are part of our Harwich Housing Production Plan.

Please do not hesitate to contact me if you should require additional information.

Thank you.



Arthur F. Bodin, Chairman  
Harwich Housing Committee

AFB/jwe

12.7.17  
CH-10  
**PLANNING DEPARTMENT • 732 Main Street, Harwich, MA 02645**

*ph: 508-430-7511 fax: 508-430-4703*



## MEMO

To: Members of the Community Preservation Committee  
From: Aly Sabatino, Town Planner *A.S.*  
Date: December 7, 2017



**RE: Supplemental Information for the Affordable Housing Coordinator**

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Please find the attached documents from the Town of Brewster's part time Housing Coordinator. I believe that this supplemental information shows the importance and the roll that a Housing Coordinator can play in a town. Brewster's Housing Coordinator is funded through Community Preservation Act funds.

Thank you for your consideration of this matter.

## **Brewster Housing Coordinator Update October 2017**

**Jill Scalise**

### **Building Relationships & Gathering Information:**

- Attended Cape Housing Institute weekly. Read CCC Housing Analysis.
- Local housing options & resident support: Attended two part training on Steps to Housing sponsored by the Regional Network to Address Homelessness. Researching and gathering applications for local affordable housing options. Met with director and had tour of Wells Court.
- Attended Brewster Housing Partnership Meeting, discussed Accessory Dwelling Units (ADU).

### **Project: Buy-down Program**

- Redesigned buy-down application. In the process of examining buy-down program with Ryan and Donna, concerns emerged about legality of process. Ryan consulted Shirin Everett, KPLaw. Continue working to make sure program complies with CPA funding requirements.

### **Project: Subsidized Housing Inventory (SHI)**

- Continued compiling Excel spreadsheet of SHI. Created individual files for Habitat James Burr Road homes and additional units.
- Received and went through list of potential affordable housing units (based on tax reductions) from Town Treasurer/ Collector to help ascertain which properties are affordable.
- Worked with Town Assessor regarding questions around the correct tax rate valuation for SHI homes, these are all stipulated in the individual deed riders. Also provided research on AMI.
- Continued research and outreach with issues of concern regarding 3 SHI units. DHCD shared progress on one unit. Also working with one affordable unit presently for sale and had inquiry from another SHI unit homeowner about potential resale process.

### **Project: Affordable Housing Trust**

- Continued research on Municipal Affordable Housing Trusts (MAHT).

### **Community Outreach & Response**

- Open office hours every Monday 1-4pm and meet with residents at other times upon request. Also field calls from Brewster residents with housing questions or in need of housing assistance. Had requests & follow-up meetings, phone or email contact with 16 people.

### **Miscellaneous**

- CDBG Research. Brewster is a non-entitlement community. Possible eligibility for Community Development Fund. This requires further information and possible outreach to CDP.
- Began exploring Affordable/ Accessory Dwelling Unit information.
- Meet and talk regularly with Ryan Bennett and Donna Kalanick who provide continual guidance and direction. Their involvement and support has been critical for this housing work.

## Brewster Housing Coordinator Update September 2017

Jill Scalise

### Building Relationships & Gathering Information:

- Had meetings with Mary Wagan (Yarmouth Affordable Housing/ CBDG Coordinator) and with Michelle Jarusiewicz (Provincetown Community Housing Specialist) about housing programs and their experiences as coordinators, included discussions on affordable housing trusts.
- Met with Denise Rego, Debra Johnson & Brenda Locke (Brewster Council on Aging) about the needs of Brewster elders.
- Attended HOME Consortium and Harwich Housing Committee meetings with Donna Kalinick. Also met with John Stewart (Director, Harwich/Chatham HA) & Art Bodin (Harwich Housing Comm) about Harwich Buy-down program.
- Attended CHAPA (Citizen's Housing and Planning Association) Housing Day at the MA Statehouse and met with legislative aides for Senator Cyr & Representative Peake.

### Project: Buy-down Program

- Examining Brewster Buy-down Program intent and process: Met with CPC and with Housing Partnership Committee for input.
- Explored buy-down style programs including Yarmouth, Harwich, Chatham, Provincetown, Wellfleet & Barnstable County.
- Redesigning buy-down application

### Project: Subsidized Housing Inventory (SHI)

- Continued compiling Excel spreadsheet of SHI. Created individual files for complete Belmont Park Neighborhood and for sold Sachem Trail units.
- Researching issue of concern with one SHI unit and followed up on 2 additional units of concern. Also working with one affordable unit presently for sale

### Project: Affordable Housing Trust

- Began research on Municipal Affordable Housing Trusts (MAHT). Created files with resources and information on MAHTs.

### Community Outreach & Response

- Began Open Office Hours September 18<sup>th</sup>, hours every Monday 1-4pm. Announcement on website. Met with several Brewster residents.
- Fielded calls from Brewster residents with housing questions and from individuals and families in need of housing.
- Held HAC's White Rock Commons Lottery at Town Hall for two affordable deed restricted 3 bedroom homes. Drew names, met applicants & developer. Both lottery winners were qualified as local preference.

## Brewster Housing Coordinator Update November 2017

Jill Scalise

### Building Relationships & Gathering Information:

- Completed Cape Housing Institute. (12 participants associated with Brewster)
- Continue researching and compiling applications for local affordable housing options.
- Visited and met with the directors of King's Landing, Maplewood & the Woodlands.

### Work Focus Areas:

1. Brewster Woods 40B Application (Housing Production Plan (HPP) Strategy #14)
  - Provided support for CPC. Wording discrepancy found in CPC/Brewster Woods grant agreement. Researched issue, compiled and provided documents to CPC acting chair and KP Law, presented findings and KP Law opinion at CPC meeting. CPC determined the changes not to be materially different, KP Law amending grant agreement. Communicated with Brewster Woods about issue.
  - ZBA: Provided support and research as requested (IE) Town Warrant authorization history, past peer review consultants. Attended ZBA meeting on Brewster Woods.
  - Attended 40B Workshop.
2. Community Outreach (HPP Strategy #13: Housing Education)
  - Hold open office hours every Monday 1-4pm, meet with residents at other times upon request. Had requests & follow-up meetings, phone or email contact with 10 people. Issues included: housing options & applications, homelessness, foreclosure prevention & elder placement.
  - Speaking at Brewster Community Network Forum on Housing: 12/7, 6:30PM at Ladies Library.
3. Municipal Housing Trust (HPP Strategy #7)
  - Continued research on Municipal Affordable Housing Trusts (MAHT).
  - Donna Kalinick & I met with Shelly Goehring (MHP staff member who focuses on trusts) about value & process of creating MAHT. She is willing to lead an information session for Brewster.
  - Presented information about potential MAHT at BHP meeting. BHP is supportive.
4. Buy-down Program (HPP Strategy #16: Fair Housing)
  - Received guidance from KP Law regarding compliance with CPA funding requirements, following this input, reworked buy-down application and created a draft of Affordable Fair Housing Marketing Plan. Consulted with HAC & Mass Housing Partnership (MHP) & local advocates on design. MHP offered to evaluate application & plan when complete.
5. Subsidized Housing Inventory (SHI) (HPP Strategy #10)
  - Continued compiling SHI spreadsheet and creating files on SHI units.
  - Investigating recent 40B units not yet on SHI (Cape View/ Brewster Landing & White Rock)
6. Accessory Dwelling Units (ADU) (HPP Strategy #1)
  - Continued discussion of ADU goals & potential bylaws with Brewster Housing Partnership (BHP)

### Miscellaneous

- Created Implementation Table for Housing Production Plan (HPP) Implementation Strategies.
- Ryan Bennett and Donna Kalinick continue to provide essential guidance & support.





**TOWN OF HARWICH**  
**732 MAIN STREET, HARWICH, MA 02645**  
**TEL: 508-430-7518 FAX: 508-430-7504**

October 18, 2019

Mr. Christopher Clark  
Chairman  
732 Main Street  
Harwich, MA 02645

RE: Harwich Affordable Housing Trust  
Account #: 80271292/619042

Dear Chris,

Congratulations, the project you submitted from Community Preservation Act Funds was approved at the Annual Town Meeting held on May 6<sup>th</sup> and 7<sup>th</sup> of 2019. Enclosed please find a grant agreement which outlines the management and reporting requirements for CPA Funds. The document will need to be fully executed prior to the expenditure of funds. We ask that you return the signed agreement to the Community Preservation Committee Chairman by October 28, 2019.

Please pay particular attention to the reporting requirements outlined in the agreement; the first report is due no later than April 30, 2020. Vendor invoices submitted for payment must be approved by the project manager and the Chairman of the Community Preservation Committee. If the project is in excess of \$49,999 a purchase order is also required by the town.

We look forward to seeing this project through to completion.

Sincerely,

David Nixon  
Community Preservation Committee Chairman

# Town of

Anita N. Doucette, MMC/CMMC  
Town Clerk



# Harwich

732 Main Street  
Harwich, Massachusetts 02645  
Tel. 508-430-7516

**TOWN OF HARWICH**  
**ANNUAL TOWN MEETING**  
**MAY 6, 2019**

**AFFORDABLE HOUSING TRUST**

**ARTICLE 42:** To see if the Town will vote to appropriate from Community Preservation Act Funds – Community Housing Reserve, \$304,384.47 and \$35,615.53 from the Estimated FY 20 Community Housing Revenue for a total of \$340,000 to fund the Harwich Affordable Housing Trust to create and preserve affordable housing in the Town of Harwich in the amount of \$310,000, and to fund a part-time Housing Coordinator in the amount of \$30,000. Any funds left unspent from this Article are to be returned to the Community Preservation Act Funds – Community Housing Reserve, and to act fully thereon. By request of the Community Preservation Committee and the Board of Selectmen. Estimated Cost: \$340,000

**THE FINANCE COMMITTEE RECOMMENDS THIS ARTICLE BE  
ACCEPTED AND ADOPTED WITH THE AMOUNT OF \$340,000 TO BE  
TRANSFERRED FROM COMMUNITY PRESERVATION ACT FUNDS TO  
FUND MORE AFFORDABLE HOUSING FOR THE TOWN. VOTE: YES-8, NO-0**

**MOTION:** (Jack Brown, Chairman-Finance Committee) I move this article be accepted and adopted as printed in the Warrant and that \$340,000 be transferred from Community Preservation Act Funds - Community Housing Reserve of \$304,384.47; \$35,615.53 from FY20 estimated Annual Revenue for this purpose. Duly seconded

**ACTION:** Motion carried, unanimously

A true copy

Attest:

Anita N. Doucette, MMC/CMMC  
Town Clerk

**SEP 10 2019**

**TOWN OF HARWICH - COMMUNITY PRESERVATION COMMITTEE**  
**2018 CPA PROJECT FUNDING REQUEST APPLICATION**  
**FISCAL YEAR 2019-2020**

Submission Date: September 28, 2018

Application # \_\_\_\_\_

*For Administrative Use Only*

**APPLICANT INFORMATION**

**Applicant:** Town of Harwich

Town Committee, Board or Organization: Housing Trust

Legal Mailing Address: 732 Main Street, Harwich, MA 02645

Phone: 508-430-7513

Email Address: administrator@town.harwich.ma.us

**Project Manager:** Christopher Clark, Town Administrator

cclark@town.harwich.ma.us

Legal Mailing Address: 732 Main Street, Harwich, MA 02645

Phone: 508-430-7513

Email Address: administrator@town.harwich.ma.us

**Second Contact Person:** Charleen Greenhalgh, Town Planner

Legal Mailing Address: 732 Main Street, Harwich, MA 02645

Phone: 508-430-7511

Email Address: \_\_\_\_\_

cgreenhalgh@town.harwich.ma.us

**PROJECT INFORMATION**

**PROJECT TITLE:** Harwich Affordable Housing Trust Fund/ Part Time Housing Coordinator

**PROJECT AMOUNT REQUESTED:** \$340,000

**PROJECT DESCRIPTION:**

The 2010 Census shows that families continue to leave the Cape. The cost of housing is a major factor causing this exodus. While house prices declined somewhat since the recession, the market has been rebounding and values are approaching pre-recession levels, out of reach for many year-round residents.

At the 2018 ATM, the Town Approved the creation of the Affordable Housing Trust, including the establishment of the Housing Trust, and funding for a Housing Coordinator. This was and continues to be a priority goal for Harwich. These additional funds, \$310,000 for the Trust and \$30,000 for the Coordinator, would continue the efforts to create, support and preserve safe and decent housing affordable to our residents, while maintaining the quality of life for all residents.

**ESTIMATED STATE DATE:** July 2019, when the additional funds would be available.

**ESTIMATED COMPLETION DATE:** The intent is for this to be an ongoing project.

**Three years from the release of funds (July 2019) funds may be rescinded automatically;  
waivers may be sought.**



## CPA CATEGORY

**APPLICANTS PLEASE TAKE NOTE \*\*please check boxes for all that apply\*\***

- ☐ **Open Space:** This application is for the “acquisition, preservation, rehabilitation and/or preservation of open space”.
- ☐ **Historic:** This application is for the “acquisition, preservation, rehabilitation and/or restoration of historic resources”. And as such, the following entity has declared it a “Historic Resource”.
- ☒ **Community Housing:** This application is for the “acquisition, creation, preservation and/or support of community housing”.
- ☐ **Recreation:** This application is for the “acquisition, creation, preservation, rehabilitation and/or restoration of land for recreational use”.

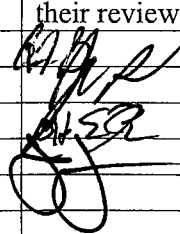
**How does this project fit into Harwich’s Local Comprehensive Plan and/or other Plan?**

The Local Comprehensive Plan, the Housing Production Plan and the Cape Cod Commission’s Regional Policy Plan all highlight the dire need to promote and create affordable housing. The best way to reach the State’s mandate 10% goal is to use a range of housing strategies. Creating an Affordable Housing Trust along with hiring a part-time Housing Coordinator would increase and expiate the ability to allow the Town to create affordable housing. Please see Attachment A for additional information.

**How does this project benefit the citizens of Harwich? If appropriate, has the application sought public opinion or input? If not, why?**

The state of Massachusetts requires each community to have at least 10% of their housing stock be restricted as affordable. Currently, Harwich’s level of affordable housing is 5.40%. Please see Attachment B for additional information.

**Please list other Commissions/Boards/Committees/Organizations that may have involvement, jurisdiction, partnering:**

<u>Commissions/Boards/Committees/Organizations</u>	Please have them initial here after their review
Housing Committee	
Housing Authority	
Board of Selectmen	
Planning Board	

**Describe their response, or provided written comments/input:**

Please see Attachment C for additional comments.

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**PROJECT BUDGET:** Attach a dated and detailed line item project budget estimate for your funding request. If the request involves a Town-owned asset, provide the project's projected operating expenses, including maintenance.

**COST ESTIMATE(S):** \$340,000

Attach cost estimates or firm quotes (if available) for all projects.

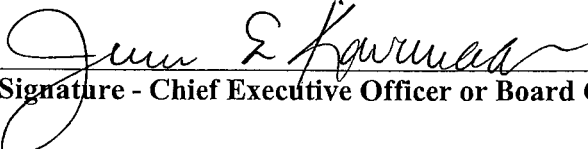
**LAND and/or BUILDING ACQUISITION PROJECTS:** The following **must** also be submitted, as applicable:

- ☐ Surveys and/or plot plans for the property
- ☐ Appraisals and agreements, if available.
- ☐ Name of present owner and attach copy of deed conveying property unto present owner.
- ☐ Property address, Harwich Assessor's property identification (Map#, Parcel #).
- ☐ For proposed Open Space land purchases, be prepared to discuss public access with the Committee.

\*\*\*\*\*

**NEW REQUIREMENT- PLEASE READ** - Project Managers of all projects approved by the CPC and authorized at Town Meeting with any outstanding balances are required to report to the CPC in person and in writing, the substantive and financial status of each project at CPC regular meetings to be held in the months of September and March annually.

**ATTESTATION: I HEREBY ATTEST THAT THE INFORMATION CONTAINED IN THIS APPLICATION IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE.**

  
Signature - Chief Executive Officer or Board Chair

Chair  
Title

Printed Name Julie Kavanaugh

Date September 17, 2018

# ATTACHMENT A

## How does this project fit into Harwich's Local Comprehensive Plan and/or other Plans?

The Local Comprehensive Plan, the Housing Production Plan and the Cape Cod Commission's Regional Policy Plan all highlight the dire need to promote and create affordable housing. The best way to reach the State's mandate 10% goal is to use a range of housing strategies. Creating an Affordable Housing Trust along with hiring a part-time Housing Coordinator would increase and expiate the ability to allow the Town to create affordable housing.

Harwich's Local Comprehensive Plan: (Page 29- Objective 6.2) identifies "affordable housing projects, funding sources" as a goal. The plan also encourages public and private workforce housing (defined as housing for those earning between 80% and 120% of area median income) and other low-cost housing regardless of eligibility for the Subsidized Housing Inventory.

Harwich's Housing Production Plan: (Page 8) recommends hiring a part-time Housing Coordinator that has the necessary expertise to provide ongoing support to effectively coordinate the implementation of various components of the Housing Plan. Additionally, the Housing Production Plan states that (Page 50) "The town needs to produce at least 269 more affordable units to reach the state's 10% goal based on the existing housing stock. Because the number of year-round units is based on the decennial census figure, it will change when the 2020 census figures are released and thus the 10% state threshold is a moving target." The Housing production plan recommends a multi-tiered approach so that the town to reach the required 10%.

The Cape Cod Commission's Regional Policy Plan: has identified the following as a goal "To promote the provision of fair, decent, safe, affordable housing for rental or purchase that meets the needs of present and future Cape Cod residents. At a minimum, each town should seek to raise its affordable housing stock to 7.5 percent of all year-round units by 2010, and 10 percent of all year-round units by 2015." Harwich's level of housing stock restricted as affordable is 5.40%.

## **ATTACHMENT B**

### **How does this project benefit the citizens of Harwich? If appropriate, has the applicant sought public option or input?**

The state of Massachusetts requires each community to have at least 10% of their housing stock be restricted as affordable. Currently, Harwich's level of affordable housing is 5.40%.

Harwich's small town character, extensive shoreline, rich historical connection to the sea, and rural nature have continued to lure visitors over the years- some who arrive for extended periods in the summer, other who have decided to purchase second homes, and those searching for a place to retire. But like most communities on the Cape, living in Harwich is expensive. As stated above, while house prices declined somewhat since the recession, the market has been rebounding and values are approaching pre-recession levels with the median single-family house priced at \$350,000, still out of reach for many year-round residents.

By providing safe and decent affordable housing, the Trust along with a Housing Coordinator will provide increased opportunities for Harwich residents to remain in Harwich in a suitable living environment, and bolsters the local economy by providing a stable workforce jobs.

## ATTACHMENT C

### **Harwich Housing Committee:**

The Housing Committee held a special meeting on Friday, September 21, 2018 at 4:30. Members present were Chair Art Bodin and members Mary Maslowski and Joseph McParland Jr. The members present voted unanimously to support the Housing Trust's CPA Application. Please refer to the attached letter of support from the Chair of the Housing Committee.

### **Housing Authority:**

The Harwich Housing Authority held a meeting on Tuesday, September 25, 2019. Please refer to the attached letter of support from the Housing Authority.

### **Board of Selectmen:**

The Harwich Board of Selectmen held a meeting on Monday, September 17, 2018. With a full membership present, the Board voted unanimously to support the Housing Trust's CPA Application.

### **Planning Board:**

The Harwich Planning Board held a meeting on Tuesday, September 25, 2018. The Board voted six (6) in favor (Chair Jim Joyce, Vice-Chair James Atkinson, Members Mary Maslowski, Allan Peterson, David Harris and Craig Chadwick) and one (1) abstaining (Member Joseph McParland, Sr.) to support the Housing Trust application for additional funds in this current round of CPC funding, including but not limited to \$30,000 for the housing coordinator.

9/26/2018

Town of Harwich  
732 Main Street  
Harwich, MA 02645

Charleen Greenhalgh, Town Planner

A Special Meeting of the Harwich Housing Committee on September 21, 2018, was convened to discuss the Town's application to CPC for funds to support the Affordable Housing Trust for FY 2020. The Housing Committee listened to the Town's presentation for the continued funding of the Trust, along with the hiring of a part-time Housing Coordinator to be the professional motivating driver to bring Affordable Housing Projects before the Trust for their consideration.

The Town's presentation included references to The Local Comprehensive Plan and The Housing Production Plan as an indication of the necessity for support of CPC funds for the Trust. The discussion was informative with the Town answering all questions with reasonable and logical responses.

A motion was made, seconded and passed unanimously by the Housing Committee, giving the Town it's approval of the application for CPC funds to support the Housing Trust.

Sincerely,



Arthur F. Bodin

Harwich Housing Committee Chair



# Harwich Housing Authority

Telephone 508-430-2396

Fax 508-945-5666

P.O. Box 714 • Harwichport, MA 02646

9/25/2018

To the CPC members,

At the September 25<sup>th</sup> meeting of the Harwich Housing Authority the Board voted to support the Housing Trust request for CPA funds in the amount of \$340,000.00 (\$310,000.00 for the Affordable Housing Trust and \$30,000.00 for a Housing Coordinator)

Sandra Woodbridge *Sandra Woodbridge*  
Judith Underwood *Judith Underwood*  
Randell Pond *Randell Pond*

**TOWN OF HARWICH, MASSACHUSETTS**

**COMMUNITY PRESERVATION ACT**

**GRANT AGREEMENT FOR**

**Harwich Affordable Housing Trust**

This GRANT AGREEMENT made this \_\_\_\_ day of October, 2019, by and between the Town of Harwich, a municipal corporation duly organized under the laws of Massachusetts and having its usual place of business at Seven Thirty-two Main Street, Harwich, MA 02645, acting by and through its Board of Selectmen (hereinafter the "TOWN" or "Board of Selectmen", as applicable), and the Town of Harwich Affordable Housing Trust, established pursuant to Chapter 44, Section 55C of the Massachusetts General Laws, and under Declaration of Trust recorded with the Barnstable Registry of Deeds in Book 31507, Page 299, #43476 (hereinafter, the "TRUST"), having its usual place of business at: Seven Thirty-Two Main Street, Harwich, MA 02645:

**WITNESSETH:**

WHEREAS, the Harwich Community Preservation Committee (hereinafter, the "COMMITTEE"), invited the submission of proposals for grants of funds for purposes consistent with the Community Preservation Act ("CPA"), G.L. c.44B; and

WHEREAS, in response thereto, the TRUST submitted a proposal for funding for purposes of pursuing affordable housing opportunities in Harwich, hereinafter referred to as the "Project", and the COMMITTEE reviewed and approved the Project and recommended that the May 6, 2019 Annual Town Meeting appropriate the funds herein described for the purposes of the Project; and

WHEREAS, Town Meeting on May 6, 2019 pursuant to Article 42 (the "Article") voted to appropriate Three Hundred Forty Thousand Dollars (\$340,000) from the Community Preservation Fund Community Housing Reserves Account (the "Funds"); and

WHEREAS, the purpose of the within Grant Agreement is to ensure that the Funds are used for the acquisition, creation, preservation and support of community housing as defined by the Community Preservation Act, G.L. c.44B; and

WHEREAS, the Board of Selectmen has conferred with the COMMITTEE concerning the terms of this Agreement, and both have approved the terms of this Agreement, as evidenced by their signatures attached hereto;



NOW THEREFORE, the TOWN and the TRUST agree as follows:

1. Contract Documents. The Contract Documents consist of this Grant Agreement, the CPA application approved by the COMMITTEE dated \_\_\_\_\_, 2019 (the "Application"), a certified copy of the Article and all documents attached thereto. The Contract Documents constitute the entire Agreement between the parties concerning the Application, and all are as fully a part of this Agreement as if attached hereto.

2. Term. The Work shall be completed within three years of the execution of this Grant Agreement (the "Completion Date"), unless the COMMITTEE grants an extension for good cause shown.

3. The Work. The Work consists of the Project, as described in the Application attached hereto as Attachment A and the following additional conditions:

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

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

c) No more than ten percent (10%) of Funds can be used for expenses related to the administration and operation of the TRUST.

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

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

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

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

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

5. Restriction. With respect to any real property purchased using the Funds or housing created or preserved using the Funds, the TRUST shall execute or obtain a perpetual affordable housing restriction meeting the statutory requirements of G.L. c.184 and G.L. c.44B, §12, and running to the benefit of the TOWN. The deed restrictions executed for each unit of housing created or preserved pursuant to this grant must be approved and accepted by the TOWN.
6. Funding. The TOWN shall pay the TRUST the Funds within 30 days of the execution of this Grant Agreement. The TRUST shall manage the Funds in accordance with its Declaration of Trust and related by-laws.
7. Liability of the TOWN. The TOWN's liability hereunder shall be to make the payment specified in Paragraph 6 of this Grant Agreement and the TOWN shall be under no further obligation or liability. Nothing in this Grant Agreement shall be construed to render the TOWN or any elected or appointed official or employee of the TOWN, or their successors in office, personally liable for any obligation under this Grant Agreement.
8. Independent Status. The TRUST acknowledges and agrees that it is acting in a capacity independent of the TOWN.
9. Indemnification. The TRUST shall indemnify, defend, and hold the TOWN and its departments, committees, officers, employees, and agents harmless from and against any and all claims, demands, liabilities, actions, causes of actions, costs and expenses, including attorneys' fees, arising out of or directly from the TRUST's performance of the Work that is the subject of this Grant Agreement or the negligence or misconduct of the TRUST or its agents or employees.
10. Record Keeping. The TRUST shall keep such records with respect to the utilization of the Funds as are kept in the normal course of business and such additional records as may be required by the TOWN. Should the TRUST have multiple funding sources, the TRUST shall track specific expenditures of the Funds separate from other funding sources. The TOWN shall have full and free access to such records and may examine and copy such records. The TRUST further agrees to meet from time to time with the COMMITTEE or its designee(s), upon reasonable request, to discuss expenditures of the Project Funds.
11. Successors and Assigns. This Grant Agreement is binding upon the parties hereto, their successors, assigns, and legal representatives. The TRUST shall not assign or otherwise transfer this Grant Agreement, in whole or in part without the prior written consent of the TOWN.
12. Termination. This Grant Agreement shall terminate upon the TRUST's final disbursement of all Project Funds and the delivery of copies of any restrictions recorded pursuant to paragraph 6 hereof. In the event that the TRUST fails to fulfill its obligations under the terms of this Grant Agreement as determined by the TOWN, the TOWN shall have the right, in its sole discretion, to terminate this Grant Agreement upon written notice to the TRUST. Upon receipt of such notice, the TRUST shall refund all undisbursed Project Funds to the TOWN, and such funds shall be returned to the CPA account from which the Funds were appropriated.

13. Compliance with Laws. The TRUST shall comply with all Federal, State and local laws, rules, regulations and orders applicable to the Work undertaken pursuant to this Grant Agreement. The TRUST or its designees shall be responsible for obtaining any necessary licenses, permits, and approvals required for the performance of such Work.

14. Notice. Any and all notices, or other communications required or permitted under this Grant Agreement, shall be in writing and delivered by hand or mailed postage prepaid, or by other reputable delivery service, to the parties at the addresses set forth on page 1 hereof or furnished from time to time in writing hereafter by one party to the other party. Any such notice or correspondence shall be deemed given when so delivered by hand, or if so mailed, when deposited with the U.S. Postal Service or if sent by private overnight or other delivery service, when deposited with such delivery service.

15. Severability. If any term or condition of this Grant Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Grant Agreement shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

16. Governing Law. This Grant Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts and the TRUST submits to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Grant Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written above.

TOWN OF HARWICH

TOWN OF HARWICH AFFORDABLE

BOARD OF SELECTMEN

HOUSING TRUST

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TOWN OF HARWICH

COMMUNITY PRESERVATION COMMITTEE

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**TOWN OF HARWICH**  
**2019**  
**COMMUNITY PRESERVATION COMMITTEE**  
**FY21 CPA FUNDS – INFORMATIONAL PACKET**  
**FOR SUBMITTAL OF AN APPLICATION FOR**  
**COMMUNITY PRESERVATION ACT FUNDS**

**This packet includes two sections:**

**Section 1: Is Our Project Allowable?**

This section provides information from the Community Preservation Coalition Website about what type of projects (Open Space; Community Housing; Historic Preservation; and Recreation) are eligible for funding. Please read through the packet carefully before you submit an application.

**Section 2: CPA Project Application – 2019**

This section provides information on Project Selection Criteria; Terms & Conditions for Applications; and the Project Funding Request Application.

2019 applications are for FY21 funds (July 1, 2020).

CPA Project Funding Request Applications are due

**October 1, 2019 at 4:00 pm.**

# **SECTION 1**

## **Is Our Project Allowable?**

The following is taken from the Community Preservation Coalition Website. It has been edited to provide pertinent content.

For more information please visit the Website at <http://www.communitypreservation.org/>

## **Is Our Project Allowable?**

The chart below demonstrates the allowable uses of CPA funds in each of the CPA project categories: open space, recreation, housing, and historic preservation. This chart is critical for determining whether a proposed project is eligible for CPA funding.

Projects are only eligible for CPA funding if they fit in a **green** box below.

	OPEN SPACE	HISTORIC	RECREATION	HOUSING
ACQUIRE	YES	YES	YES	YES
CREATE	YES	NO	YES	YES
PRESERVE	YES	YES	YES	YES
SUPPORT	NO	NO	NO	YES
REHABILITATE AND/OR RESTORE	YES, IF ACQUIRED OR CREATED WITH CPA FUNDS	YES	YES, (NEW 07/08/2012)	YES, IF ACQUIRED OR CREATED WITH CPA FUNDS

*Chart adapted from "Recent Developments in Municipal Law", Massachusetts Department of Revenue, October 2012.*

## **A DEEPER LOOK INTO CPA'S PROJECT CATEGORIES**

The CPA requires that communities spend, or set aside for future spending, a minimum of 10% of their annual CPA revenues for each of the three following categories: open space/recreation, historic preservation, and community housing. The remaining 70% of the funds are undesignated, and can be used for any allowable project in any of the CPA categories. This gives each community tremendous flexibility to determine its own priorities. Read on for a general overview of each of these categories; a decision on the allowability of specific projects in each community is determined locally by municipal counsel.

## **Open Space**

Section 2 of the CPA legislation defines open space. It includes, but is not limited to, the following:

- Land to protect existing and future well fields
- Aquifers, recharge areas, and watershed land
- Agricultural land
- Grasslands, fields and forest land
- Fresh and salt water marshes and other wetlands
- Ocean, river, stream, lake and pond frontage
- Beaches, dunes, and other coastal lands
- Lands to protect scenic vistas
- Land for wildlife or nature preserve
- Land for recreational use (see separate category information, below)

CPA funds may be spent on the acquisition, creation, and preservation of open space, and for the rehabilitation or restoration of any open space that has been acquired or created using CPA funds. It is important to note that a permanent deed restriction is required for all real property interests acquired under CPA. This restriction must be filed as a separate instrument, such as a Conservation Restriction (CR) or Agricultural Preservation Restriction (APR), and until this step has been completed, the terms of the CPA acquisition have not been technically fulfilled.

## **Historic Preservation**

Section 2 of the CPA legislation defines historic resources, preservation, and rehabilitation as follows:

“Historic resources”, a building, structure, vessel real property, document or artifact that is listed on the state register of historic places or has been determined by the local historic preservation commission to be significant in the history, archeology, architecture or culture of a city or town.

“Preservation”, protection of personal or real property from injury, harm or destruction.

“Rehabilitation”, capital improvements, or the making of extraordinary repairs, to historic resources, open spaces, lands for recreational use and community housing for the purpose of making such historic resources, open spaces, lands for recreational use and community housing functional for their intended uses, including, but not limited to, improvements to comply with the Americans with Disabilities Act and other federal, state or local building or access codes; provided, that with respect to historic resources, “rehabilitation” shall comply with the Standards for Rehabilitation stated in the United States Secretary of the Interior’s Standards for the Treatment of Historic Properties codified in 36 C.F.R. Part 68; and provided further, that with respect to land for recreational use, “rehabilitation” shall include the replacement of playground equipment and other capital improvements to the land or the



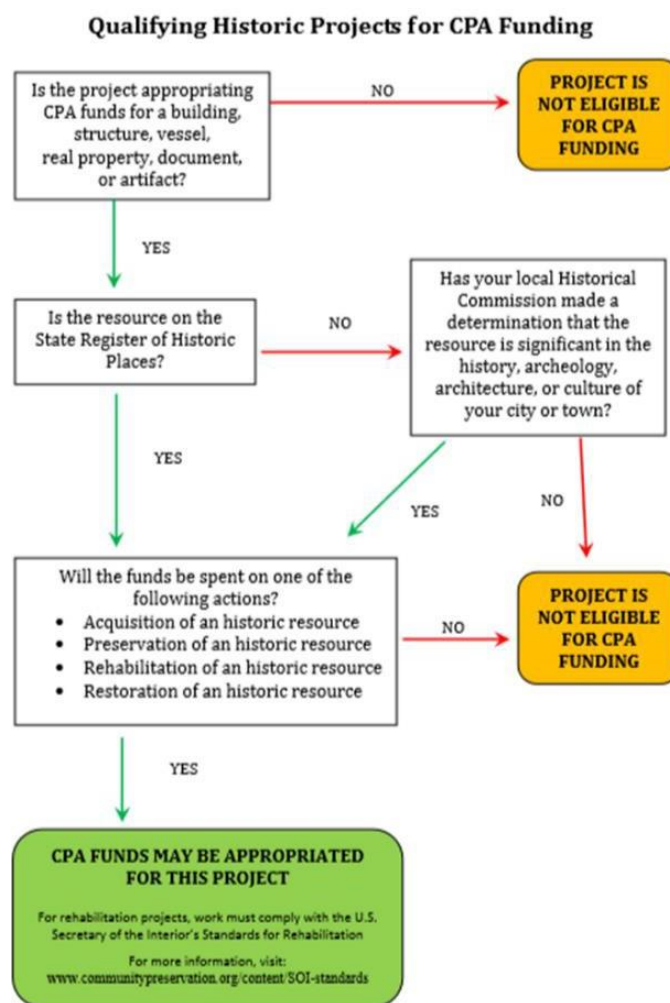
facilities thereon which make the land or the related facilities more functional for the intended recreational use.

Under CPA, an historic resource is defined as a building, structure, vessel, real property, document or artifact that is either:

- listed on the State Register of Historic Places; or
- determined by the local Historic Commission to be significant in the history, archeology, architecture, or culture of the city or town.

CPA funds may be spent on the acquisition, preservation, rehabilitation and restoration of historic resources. Communities using CPA funds on historic resources must adhere to the United States Secretary of the Interior's Standards for the Treatment of Historic Properties.

The chart below details the steps to determining whether your historic project qualifies for CPA funding. You can also read the article from Community Preservation Coalition newsletter, *CPA Update*, entitled “Which historic projects qualify for CPA funding?”



## **Community Housing**

Section 2 of CPA defines community housing as “Community housing”, low and moderate income housing for individuals and families, including low or moderate income senior housing. The United States Department of Housing and Urban Development (HUD) income guidelines are used to determine who is eligible to live in the affordable housing units developed by communities with their CPA funds. Housing developed with CPA funds may be offered to those persons and families whose annual income is less than 100 percent of the area wide median income, as determined by HUD.

Please note, though, that communities may choose to limit certain housing units created with CPA funds to those persons and families earning less than 80 percent of the area wide median income annually, as determined by HUD. This allows communities to include these units on their Subsidized Housing Inventory (SHI) with the state.

Current figures for Harwich are:

2018 CPA AFFORDABLE HOUSING LOW INCOME LIMITS										
Low Income is 80% of HUD's Area wide Median Income figure										
<i>Please Note: Due to the definition of Low Income Housing in the CPA Statute, these Low Income Limits are slightly different from HUD's Low Income figures.</i>										
Community	Census Area Designation	Area Wide Median Income	Low Income Limits Household Size: 1	Low Income Limits Household Size: 2	Low Income Limits Household Size: 3	Low Income Limits Household Size: 4	Low Income Limits Household Size: 5	Low Income Limits Household Size: 6	Low Income Limits Household Size: 7	Low Income Limits Household Size: 8
Harwich	Barnstable MSA	86,200	48,272	55,168	62,064	68,960	74,477	79,994	85,510	91,027

CPA funds may be spent on the acquisition, creation, preservation and support of community housing, and for the rehabilitation or restoration of community housing that has been acquired or created using CPA funds. The CPA requires that whenever possible, preference be given to the adaptive reuse of existing buildings or construction of new buildings on previously developed sites.

## **Land for Recreational Use (Outdoor Recreation)**

Section 2 defines recreational use as follows: “Recreational use”, active or passive recreational use including, but not limited to, the use of land for community gardens, trails, and noncommercial youth and adult sports, and the use of land as a park, playground or athletic field. “Recreational use” shall not include horse or dog racing or the use of land for a stadium, gymnasium or similar structure.

The focus for CPA recreational projects is on **outdoor** passive or active recreation, such as (but not limited to) the use of land for:

- Community gardens
- Trails

- Noncommercial youth and adult sports
- Parks, playgrounds or athletic fields

CPA funds may not be spent on ordinary maintenance or annual operating expenses; only capital improvements are allowed. In addition, CPA funds may not be used for horse or dog racing facilities, or for a stadium, gymnasium, or similar structure. This prohibition has generally been interpreted to mean that CPA funds may be used only for outdoor, land-based recreational uses and facilities.

CPA funds may be used for the acquisition of land to be used for recreation, or for the creation of new recreational facilities on land a community already owns. A 2012 amendment to CPA broadened the law to also allow for the rehabilitation of existing, outdoor recreational facilities. The amendment made it clear that with respect to land for recreational use, "rehabilitation" could include the replacement of playground equipment and other capital improvements to the land or the facilities thereon to make them more functional for their intended recreational use.

Another change ushered in by the 2012 amendment was a prohibition on the use of CPA funds for the acquisition of artificial turf for athletic fields. Communities may still use their CPA funds for other aspects of a field project, but must appropriate non-CPA funds to acquire the artificial turf surface.

# **SECTION 2**

**TOWN OF HARWICH**

**COMMUNITY PRESERVATION COMMITTEE**

**2019 CPA PROJECT FUNDING REQUEST  
APPLICATION PACKET**

**INCLUDES:**

**PROJECT SELECTION CRITERIA  
TERMS AND CONDITIONS  
PROJECT FUNDING REQUEST APPLICATION**

**DEADLINE DATE - OCTOBER 1, 2019 4:00 pm  
PLEASE READ CAREFULLY**

**Revised: June 13, 2019**

TOWN OF HARWICH - COMMUNITY PRESERVATION COMMITTEE  
2019 PROPOSAL APPLICATION FOR  
2020 ANNUAL TOWN MEETING  
**PROJECT SELECTION CRITERIA**

The Harwich Community Preservation Committee, hereafter referred to as the CPC, requires that all proposed projects be eligible for Community Preservation Act (CPA) funding according to the provisions of the Act as defined by the General Laws of Massachusetts 44B as amended.

**\*\*The CPC requires that all project applications be reviewed with appropriate Town Boards/Committees/Commissions/ before submittal and be initialed and dated by said Boards/Committees/Commissions on the application. If there are multiple requests in any of the funding areas, then the Boards/Committees/Commissions will be asked to prioritize their requests.**

The CPC now requires a bi-annual written update of progress on all projects. At the September and March regularly scheduled meetings reports will be presented. The CPA Project Funding Request Application must have a **projected start date**, and a **projected completion date**. The intent of setting these two projected dates is to facilitate the potential return of unused CPA funds so that they may be used for other CPA projects. As time unfolds, the applicant may request a waiver of one or both of these dates. A waiver may be granted via a majority vote of the CPC after it receives all requested information from the submitter.

\*\*\*Under the Act, only the CPC may make CPA funding recommendations to the BOARD OF SELECTMEN for the annual Town Meeting. Please note that Town Meeting will have the ultimate say on all CPC-recommended CPA funding requests. The Community Preservation Act requires Town Meeting approval for all CPC- approved project funding recommendations and CPC Administrative Budget requests.

The following criteria may be used to evaluate projects:

- ❖ Consistency with Harwich's Local Comprehensive Plan; Open Space and Recreation Plan; Historic Preservation Plan; Affordable Housing Plan; and other planning documents that have received wide community input and scrutiny. The Committee will take into account that some of these plans may not be up to date, or may be under development.
- ❖ Feasibility
- ❖ Urgency
- ❖ Affordability
- ❖ Serving a currently under-served population
- ❖ Consistency with recent town meeting actions
- ❖ Preservation of town assets
- ❖ Use of existing Town-owned assets (land, buildings) where possible
- ❖ Acquisition and/or preservation of threatened resources
- ❖ Availability of multiple sources of funding for increased financial leverage
- ❖ Use of local contractors where possible

- ❖ Opportunities for students and volunteers to train in skills and techniques required by the project

Please keep in mind there are legal limitations on what CPA funds can be used for. A “**Community Preservation Act - Questions and Answers**” page can be found at <http://www.communitypreservation.org>.

If you are in doubt about your project’s eligibility, please contact a member of the CPC, so we may discuss the opportunity to review it for eligibility.

TOWN OF HARWICH - COMMUNITY PRESERVATION COMMITTEE  
2019 PROPOSAL APPLICATION FOR  
THE 2020 ANNUAL TOWN MEETING  
**TERMS & CONDITIONS FOR APPLICATION**

1. Project applications must be received by 4 PM October 1, 2019 to be considered for Committee recommendations to the May 2020 Annual Town Meeting.
2. Each formal project funding request must be submitted on the Community Preservation Committee's - **Community Preservation Act (CPA) Project Funding Request Application** - (found in this packet); include all attachments. Twelve (12) copies are to be submitted by the due date to the Community Preservation Committee.
3. Obtain quotes for project costs whenever possible. If not, cost estimates may be used, provided the basis of the estimate is fully explained. Potential land acquisitions, by law, require an independent appraisal before a Purchase & Sale agreement is signed.
4. For Applicants that submit multiple project requests, projects must be shown in priority order.
5. Project Applicants are required to make a presentation to the Committee.
6. Please indicate with which Town Committees, if any, this request has been discussed.
7. If the Application has missing information, it may delay consideration.
8. The Applicant shall identify in writing a **project manager** responsible for administration of the Project and a **second person**, authorized to act if the contact person is unavailable.
9. **FUNDS** shall be used solely for work included in the Project and within the scope of the Proposal. If the Town determines that funds have been spent on goods and/or services not included in the Project or within the scope of the Proposal, or otherwise not authorized under the Act, reimbursement may not be authorized.
10. The Applicant shall provide the Town, through the Community Preservation Committee, with **progress reports** bi-annually (at the September and March CPC meetings) from the date this project is officially funded (in this case July 2020) for so long as the Funds remain unexpended, and with **final notification** within (30) days after the completion of the Project. The Town reserves the right to require supplementary information from the Applicant. The Town shall have the right, upon reasonable request, to inspect the work of the Applicant.
11. The Town shall disburse the awarded amount during the Project, and disbursements shall be apportioned based on the work done and paid only upon presentment of detailed invoices from the Applicant or the Applicant's contractor, listing in detail the work performed and the cost thereof. The Town shall have the right to ask for supplementary information, including documentation from the contractor confirming the extent of the work performed. Prior to any payment, the Town shall have the right to inspect the work. No payment shall be made until the Town reasonably determines that the work has been done in a good and workmanlike manner and substantially in compliance with the Contract documents. The applicant shall use the awarded amount only for the purpose of the Project, as described in the Contract documents. The cost of completing the Project in excess of the awarded amount shall be paid by the Applicant. Notwithstanding anything herein to the contrary, if the actual cost of the Project is greater than the

awarded amount (the difference between the two amounts referred to hereinafter as the Excess), the Town shall have no obligation to pay the Excess.

12. If the Applicant fails to fulfill all obligations under the terms of the agreed application and the agreed application is terminated, any Funds not expended shall be returned forthwith to the Town without further expenditure thereof. Moreover, if the purpose of agreed application is not accomplished, the Project is abandoned, destroyed or acquired by a private, for-profit entity, or if the Applicant fails to fulfill its obligations under the terms of the agreement as a result of negligent or intentional acts or omissions of the Applicant or its agents, employees, contractors or invitees, the Applicant shall be liable to repay the Town the entire amount of the Funds provided under this agreement, and the Town may take such steps as are necessary, including legal action, to recover such funds. Any Funds so returned or recovered shall be placed in the appropriate account of the Town's Community Preservation Fund. In the event that the Town takes legal action, the Applicant shall pay any and all costs, including reasonable attorney's fees, expended for the enforcement of this agreement.
13. The Applicant shall comply with all federal, state and local laws, rules, regulations and orders applicable to the Project, and shall be responsible for obtaining all necessary **licenses, permits, and approvals** in connection with this Project. No **local permit or license is waived** by the award of this project.
14. Upon completion of the Project, the Applicant shall identify that the Project was funded by the Town of Harwich through the Community Preservation Act in its written materials about the Project, including press releases, brochures and similar materials.
15. **This Application shall be signed by the Chief Executive Officer or Chief Administrative Officer or Board Chair who has overall administrative authority and responsibility for this project.**



Application # \_\_\_\_\_

*For Administrative Use Only*

**TOWN OF HARWICH - COMMUNITY PRESERVATION COMMITTEE  
2019 CPA PROJECT FUNDING REQUEST APPLICATION  
FISCAL YEAR 2020-2021**

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

**APPLICANT INFORMATION**

**Applicant:** John Stewart

Town Committee, Board or Organization: Harwich Housing Authority

Legal Mailing Address: 240 Crowell Road, Chatham, MA. 02633 02633

Phone: 508-430-2390 Email Address: john@harwichha.org

**Project Manager:** John Stewart/ Tracy Cannon

Legal Mailing Address: 240 Crowell Road Chatham, MA. 02633

Phone: 508-430-2390 Email Address: john@harwichha.org

**Second Contact Person:** Tracy Cannon

Legal Mailing Address: 240 Crowell Road Chatham, MA. 02633

Phone: 508-430-2390 Email Address: tracy@harwichha.org

**PROJECT INFORMATION**

PROJECT TITLE: Rental Assistance Program

PROJECT AMOUNT REQUESTED: \$200,000.00

PROJECT DESCRIPTION: Rental assistance to families who earn 80% or less of the AMI. This is a three program to help families become self-sufficient.

ESTIMATED START DATE: 7/15/2020

ESTIMATED COMPLETION DATE: when funds run out

Three years from the release of funds (July 2020) funds may be rescinded automatically; waivers may be sought.

2019 CPA Application Page 1

## **CPA CATEGORY**

**APPLICANTS PLEASE TAKE NOTE \*\*please check boxes for all that apply\*\***

- ☐ **Open Space:** This application is for the “acquisition, preservation, rehabilitation and/or preservation of open space”.
- ☐ **Historic:** This application is for the “acquisition, preservation, rehabilitation and/or restoration of historic resources”. Please provide the date on which
- ☐ **the HDHC received and endorsed this application.**
- ☒ **Community Housing:** This application is for the “acquisition, creation, preservation and/or support of community housing”.
- ☐ **Recreation:** This application is for the “acquisition, creation, preservation, rehabilitation and/or restoration of land for recreational use”.

**How does this project fit into Harwich’s Local Comprehensive Plan and/or other Plan? The Rental Assistance Program is a part of the Housing Production Plan.**

**How does this project benefit the citizens of Harwich? If appropriate, has the application sought public opinion or input? If not, why? It is a way to help offset the increasing rents and to help families stay in town. As mentioned above it is listed in the Housing Production as one of the ways to help address the need for affordable rentals.**

**Please list other Commissions/Boards/Committees/Organizations that may have involvement, jurisdiction, partnering:**

<b><u>Commissions/Boards/Committees/Organizations</u></b>	<b>Please have them initial here after their review</b>


2019 CPA Application Page 2

**Describe their response, or provided written comments/input:**

**PROJECT BUDGET:** Attach a dated and detailed line item project budget estimate for your funding request. If the request involves a Town-owned asset, provide the project's projected operating expenses, including maintenance.

**COST ESTIMATE(S):** \$200,000 Total. 2% goes to the Housing Authority to run the program the rest (\$196,000) goes to offset rents. There are no other costs involved.  
Attach cost estimates or firm quotes (if available) for all projects.

**LAND and/or BUILDING ACQUISITION PROJECTS:** The following **must** also be submitted, as applicable:

- ☐ Surveys and/or plot plans for the property
- ☐ Appraisals and agreements, if available.
- ☐ Name of present owner and attach copy of deed conveying property unto present owner.
- ☐ Property address, Harwich Assessor's property identification (Map#, Parcel #).
- ☐ For proposed Open Space land purchases, be prepared to discuss public access with the Committee.

\*\*\*\*\*

By signing below, the Applicant represents and warrants that all the information included is true and correct to the best of the signer's knowledge and belief. Further, the Applicant acknowledges in the event that the Community Preservation Committee agrees to grant funds to Applicant (and subject to Town Meeting approval), this application together with any Terms and Conditions shall constitute a binding agreement, between the Applicant and the Community Preservation Committee. Further, Applicant acknowledges and agrees to execute any additional grant agreements should the Community Preservation Committee so request.

**ATTESTATION: I HEREBY ATTEST THAT THE INFORMATION CONTAINED IN THIS APPLICATION IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE.**

**Signature - Chief Executive Officer or Board Chair**

**Title**  
**Executive Director Harwich Housing Authority**

**Printed Name** John Stewart

**Date** 9/17/2019



**APPLICATIONS MUST BE RECEIVED BY  
OCTOBER 1, 2019 NO LATER THAN 4:00 PM.**

**CPC CONTACT INFORMATION:** [cpc@townofharwich.us](mailto:cpc@townofharwich.us)

Chair - David Nixon - Recreation & Youth Commission Representative

Vice-Chair - Katherine Green - Real Estate & Open Space Committee Representative

Mary Maslowski - Planning Board Representative

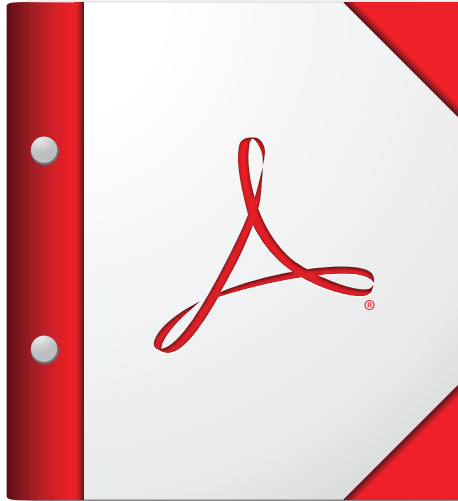
Chris Rockett - Selectmen Liaison

John Ketchum - Conservation Commission Representative

Bob Doane - Historic District/Historical Commission Representative

**Please submit your project paperwork,  
one (1) original and eleven (11) complete copies to:**

**Harwich Community Preservation Committee  
% Harwich Town Hall  
Selectmen's Office  
732 Main Street  
Harwich, MA 02645**



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**LOCAL INITIATIVE PROGRAM**  
**AFFORDABLE HOUSING DEED RIDER**

***For Projects in Which  
Affordability Restrictions Survive Foreclosure***

made part of that certain deed (the "Deed") of certain property (the "Property") from \_\_\_\_\_ ("Grantor") to \_\_\_\_\_ ("Owner") dated \_\_\_\_\_, 200\_. The Property is located in the City/Town of \_\_\_\_\_ (the "Municipality").

RECITALS

WHEREAS, the Grantor is conveying that certain real property more particularly described in the Deed to the Owner at a consideration which is less than the fair market value of the Property; and

WHEREAS, the Property is part of a project which was: [check all that are applicable]

- (i) ☐ granted a Comprehensive Permit under Massachusetts General Laws Chapter 40B, Sections 20-23, from the Board of Appeals of the Municipality or the Housing Appeals Committee and recorded/filed with the \_\_\_\_\_ County Registry of Deeds/Registry District of Land Court (the "Registry") in Book \_\_\_\_\_, Page \_\_\_\_\_/Document No. \_\_\_\_\_ (the "Comprehensive Permit");
- (ii) ☐ subject to a Regulatory Agreement among \_\_\_\_\_ (the "Developer"), [ ☐ ] Massachusetts Housing Finance Agency ("MassHousing"), [ ☐ ] the Massachusetts Department of Housing and Community Development ("DHCD") [ ☐ ] the Municipality; and [ ☐ ] \_\_\_\_\_, dated \_\_\_\_\_ and recorded/filed with the Registry in Book \_\_\_\_\_, Page \_\_\_\_/as Document No. \_\_\_\_\_ (the "Regulatory Agreement"); and
- (iii) ☒ subsidized by the federal or state government under the Local Initiative Program, a program to assist construction of low or moderate income housing the "Program"; and

WHEREAS, pursuant to the Program, eligible purchasers such as the Owner are given the opportunity to purchase residential property at less than its fair market value if the purchaser agrees to certain use and transfer restrictions, including an agreement to occupy the property as a principal residence and to convey the property for an amount not greater than a maximum resale price, all as more fully provided herein; and

WHEREAS, DHCD (singly, or if more than one entity is listed, collectively, the “Monitoring Agent”) is obligated by the Program or has been retained to monitor compliance with and to enforce the terms of this Deed Rider, and eligible purchasers such as the Owner may be required to pay to the Monitoring Agent, or its successor, a small percentage of the resale price upon the Owner’s conveyance of the Property, as set out in the Regulatory Agreement and as more fully provided herein; and

WHEREAS, the rights and restrictions granted herein to the Monitoring Agent and the Municipality serve the public’s interest in the creation and retention of affordable housing for persons and households of low and moderate income and in the restricting of the resale price of property in order to assure its affordability by future low and moderate income purchasers.

NOW, THEREFORE, as further consideration for the conveyance of the Property at less than fair market value, the Grantor and the Owner, including his/her/their heirs, successors and assigns, hereby agree that the Property shall be subject to the following rights and restrictions which are imposed for the benefit of, and shall be enforceable by, the Municipality and the Monitoring Agent, and, if DHCD is a party to the Regulatory Agreement and is not the Monitoring Agent, by DHCD.

1. Definitions. In this Deed Rider, in addition to the terms defined above, the following words and phrases shall have the following meanings:

Affordable Housing Fund means a fund established by the Municipality for the purpose of reducing the cost of housing for Eligible Purchasers or for the purpose of encouraging, creating, or subsidizing the construction or rehabilitation of housing for Eligible Purchasers or, if no such fund exists, a fund established by the Municipality pursuant to Massachusetts General Laws Chapter 44 Section 53A, et seq.

Applicable Foreclosure Price shall have the meaning set forth in Section 7(b) hereof.

Appropriate Size Household means a household containing a number of members equal to the number of bedrooms in the Property plus one.

Approved Capital Improvements means the documented commercially reasonable cost of extraordinary capital improvements made to the Property by the Owner; provided that the Monitoring Agent shall have given written authorization for incurring such cost prior to the cost being incurred and that the original cost of such improvements shall be discounted over the course of their useful life.

Area means the Primary Metropolitan Statistical Area or non-metropolitan area that includes the Municipality, as determined by HUD, which in this case is \_\_\_\_\_.



Area Median Income means the most recently published median income for the Area adjusted for household size as determined by HUD. If HUD discontinues publication of Area Median Income, the income statistics used by MassHousing for its low and moderate income housing programs shall apply.

Base Income Number means the Area Median Income for a four (4)-person household.

Chief Executive Officer shall mean the Mayor in a city or the Board of Selectmen in a town unless some other municipal office is designated to be the chief executive officer under the provisions of a local charter.

Closing shall have the meaning set forth in Section 5(b) hereof.

Compliance Certificate shall have the meaning set forth in Section 6(a) hereof.

Conveyance Notice shall have the meaning set forth in Section 4(a) hereof.

Eligible Purchaser means an individual or household earning no more than eighty percent (80%) of Area Median Income (or, if checked [ ] \_\_\_\_\_ percent (\_\_\_%) of Area Median Income, as required by the Program) and owning assets not in excess of the limit set forth in the Program Guidelines. To be considered an Eligible Purchaser, the individual or household must intend to occupy and thereafter must occupy the Property as his, her or their principal residence and must provide to the Monitoring Agent such certifications as to income, assets and residency as the Monitoring Agent may require to determine eligibility as an Eligible Purchaser. An Eligible Purchaser shall be a First-Time Homebuyer if required by the Program and as specified in the Regulatory Agreement.

First-Time Homebuyer means an individual or household, of which no household member has had an ownership interest in a principal residence at any time during the three (3)-year period prior to the date of qualification as an Eligible Purchaser, except that (i) any individual who is a displaced homemaker (as may be defined by DHCD) (ii) and any individual age 55 or over (applying for age 55 or over housing) shall not be excluded from consideration as a First-Time Homebuyer under this definition on the basis that the individual, owned a home or had an ownership interest in a principal residence at any time during the three (3)-year period.

Foreclosure Notice shall have the meaning set forth in Section 7(a) hereof.

HUD means the United States Department of Housing and Urban Development.

Ineligible Purchaser means an individual or household not meeting the requirements to be eligible as an Eligible Purchaser.

Maximum Resale Price means the sum of (i) the Base Income Number (at the time of resale) multiplied by the Resale Price Multiplier, plus (ii) the Resale Fee and any necessary marketing

expenses (including broker's fees) as may have been approved by the Monitoring Agent, plus (iii) Approved Capital Improvements, if any (the original cost of which shall have been discounted over time, as calculated by the Monitoring Agent); provided that in no event shall the Maximum Resale Price be greater than the purchase price for which a credit-worthy Eligible Purchaser earning seventy percent (70%) of the Area Median Income (or, if checked [ ] \_\_\_\_\_ percent (\_\_\_%) of Area Median Income, as required by the Program) for an Appropriate Size Household could obtain mortgage financing (as such purchase price is determined by the Monitoring Agent using the same methodology then used by DHCD for its Local Initiative Program or similar comprehensive permit program); and further provided that the Maximum Resale Price shall not be less than the purchase price paid for the Property by the Owner unless the Owner agrees to accept a lesser price.

Monitoring Services Agreement means any Monitoring Services Agreement for monitoring and enforcement of this Deed Rider among some or all of the Developer, the Monitoring Agent, the Municipality, MassHousing and DHCD.

Mortgage Satisfaction Amount shall have the meaning set forth in Section 7(b) hereof.

Mortgagee shall have the meaning set forth in Section 7(a) hereof.

Program Guidelines means the regulations and/or guidelines issued for the applicable Program and controlling its operations, as amended from time to time.

Resale Fee means a fee of 2% of the Base Income Number (at the time of resale) multiplied by the Resale Price Multiplier, to be paid to the Monitoring Agent as compensation for monitoring and enforcing compliance with the terms of this Deed Rider, including the supervision of the resale process.

Resale Price Certificate means the certificate issued as may be specified in the Regulatory Agreement and recorded with the first deed of the Property from the Developer, or the subsequent certificate (if any) issued as may be specified in the Regulatory Agreement, which sets forth the Resale Price Multiplier to be applied on the Owner's sale of the Property, as provided herein, for so long as the restrictions set forth herein continue. In the absence of contrary specification in the Regulatory Agreement the Monitoring Agent shall issue the certificate.

Resale Price Multiplier means the number calculated by dividing the Property's initial sale price by the Base Income Number at the time of the initial sale from the Developer to the first Eligible Purchaser. The Resale Price Multiplier will be multiplied by the Base Income Number at the time of the Owner's resale of the Property to determine the Maximum Resale Price on such conveyance subject to adjustment for the Resale Fee, marketing expenses and Approved Capital Improvements. In the event that the purchase price paid for the Property by the Owner includes such an adjustment a new Resale Price Multiplier will be recalculated by the Monitoring Agent by dividing the purchase price so paid by the Base Income Number at the time of such purchase,

and a new Resale Price Certificate will be issued and recorded reflecting the new Resale Price Multiplier. A Resale Price Multiplier of \_\_\_\_\_ is hereby assigned to the Property.

Term means in perpetuity, unless earlier terminated by (i) the termination of the term of affordability set forth in the Regulatory Agreement or Comprehensive Permit, whichever is longer; or (ii) the recording of a Compliance Certificate and a new Deed Rider executed by the purchaser in form and substance substantially identical to this Deed Rider establishing a new term.

2. Owner-Occupancy/Principal Residence. The Property shall be occupied and used by the Owner's household exclusively as his, her or their principal residence. Any use of the Property or activity thereon which is inconsistent with such exclusive residential use is expressly prohibited.

3. Restrictions Against Leasing, Refinancing and Junior Encumbrances. The Property shall not be leased, rented, refinanced, encumbered (voluntarily or otherwise) or mortgaged without the prior written consent of the Monitoring Agent; provided that this provision shall not apply to a first mortgage granted on the date hereof in connection with this conveyance from Grantor to Owner securing indebtedness not greater than one hundred percent (100%) of the purchase price. Any rents, profits, or proceeds from any transaction described in the preceding sentence which transaction has not received the requisite written consent of the Monitoring Agent shall be paid upon demand by Owner to the Municipality for deposit to its Affordable Housing Fund. The Monitoring Agent or Municipality may institute proceedings to recover such rents, profits or proceeds, and costs of collection, including attorneys' fees. Upon recovery, after payment of costs, the balance shall be paid to the Municipality for deposit to its Affordable Housing Fund. In the event that the Monitoring Agent consents for good cause to any such lease, refinancing, encumbrance or mortgage, it shall be a condition to such consent that all rents, profits or proceeds from such transaction, which exceed the actual carrying costs of the Property as determined by the Monitoring Agent, shall be paid to the Municipality for deposit to its Affordable Housing Fund.

4. Options to Purchase. (a) When the Owner or any successor in title to the Owner shall desire to sell, dispose of or otherwise convey the Property, or any portion thereof, the Owner shall notify the Monitoring Agent and the Municipality in writing of the Owner's intention to so convey the Property (the "Conveyance Notice"). Upon receipt of the Conveyance Notice, the Monitoring Agent shall (i) calculate the Maximum Resale Price which the Owner may receive on the sale of the Property based upon the Base Income Number in effect as of the date of the Conveyance Notice and the Resale Price Multiplier set forth in the most recently recorded Resale Price Certificate together with permissible adjustments for the Resale Fee, marketing expenses and Approved Capital Improvements (as discounted), and (ii) promptly begin marketing efforts. The Owner shall fully cooperate with the Monitoring Agent's efforts to locate an Eligible Purchaser and, if so requested by the Monitoring Agent, shall hire a broker selected by the Monitoring Agent to assist in locating an Eligible Purchaser ready, willing and able to purchase the Property at the Maximum Resale Price after entering a purchase and sale

agreement. Pursuant to such agreement, sale to the Eligible Purchaser at the Maximum Resale Price shall occur within ninety (90) days after the Monitoring Agent receives the Conveyance Notice or such further time as reasonably requested to arrange for details of closing. If the Owner fails to cooperate in such resale efforts, including a failure to agree to reasonable terms in the purchase and sale agreement, the Monitoring Agent may extend the 90-day period for a period commensurate with the time the lack of cooperation continues, as determined by the Monitoring Agent in its reasonable discretion. In such event, the Monitoring Agent shall give Owner written notice of the lack of cooperation and the length of the extension added to the 90-day period.

(b) The Monitoring Agent shall ensure that diligent marketing efforts are made to locate an Eligible Purchaser ready, willing and able to purchase the Property at the Maximum Resale Price within the time period provided in subsection (a) above and to enter the requisite purchase and sale agreement. If more than one Eligible Purchaser is located, the Monitoring Agent shall conduct a lottery or other like procedure to determine which Eligible Purchaser shall be entitled to enter a purchase and sale agreement with Owner and to purchase the Property. Preference shall be given to Appropriate Size Households. The procedure for marketing and selecting an Eligible Purchaser shall be approved as provided in the Regulatory Agreement and any applicable Program Guidelines. If an Eligible Purchaser is located within ninety (90) days after receipt of the Conveyance Notice, but such Eligible Purchaser proves unable to secure mortgage financing so as to be able to complete the purchase of the Property pursuant to the purchase and sale agreement, following written notice to Owner within the 90-day period the Monitoring Agent shall have an additional sixty (60) days to locate another Eligible Purchaser who will enter a purchase and sale agreement and purchase the Property by the end of such sixty (60)-day period or such further time as reasonably requested to carry out the purchase and sale agreement.

(c) In lieu of sale to an Eligible Purchaser, the Monitoring Agent or the Municipality or designee shall also have the right to purchase the Property at the Maximum Resale Price, in which event the purchase and sale agreement shall be entered, and the purchase shall occur within ninety (90) days after receipt of the Conveyance Notice or, within the additional sixty (60)-day period specified in subsection (b) above, or such further time as reasonably requested to carry out the purchase and sale agreement. Any lack of cooperation by Owner in measures reasonably necessary to effect the sale shall extend the 90-day period by the length of the delay caused by such lack of cooperation. The Monitoring Agent shall promptly give Owner written notice of the lack of cooperation and the length of the extension added to the 90-day period. In the event of such a sale to the Monitoring Agent or Municipality or designee, the Property shall remain subject to this Deed Rider and shall thereafter be sold or rented to an Eligible Purchaser as may be more particularly set forth in the Regulatory Agreement.

(d) If an Eligible Purchaser fails to purchase the Property within the 90-day period (or such further time determined as provided herein) after receipt of the Conveyance Notice, and the Monitoring Agent or Municipality or designee does not purchase the Property during said period, then the Owner may convey the Property to an Ineligible Purchaser no earlier than thirty (30) days after the end of said period at the Maximum Resale Price, but subject to all rights and

restrictions contained herein; provided that the Property shall be conveyed subject to a Deed Rider identical in form and substance to this Deed Rider which the Owner agrees to execute, to secure execution by the Ineligible Purchaser and to record with the Deed; and further provided that, if more than one Ineligible Purchaser is ready, willing and able to purchase the Property the Owner will give preference and enter a purchase and sale agreement with any individuals or households identified by the Monitoring Agent as an Appropriate Size Household earning more than eighty percent (80%) but less than one hundred twenty percent (120%) of the Area Median Income.

(e) The priority for exercising the options to purchase contained in this Section 4 shall be as follows: (i) an Eligible Purchaser located and selected by the Monitoring Agent, as provided in subsection (b) above, (ii) the Municipality or its designee, as provided in subsection (c) above, and (iii) an Ineligible Purchaser, as provided in subsection (d) above.

(f) Nothing in this Deed Rider or the Regulatory Agreement constitutes a promise, commitment or guarantee by DHCD, MassHousing, the Municipality or the Monitoring Agent that upon resale the Owner shall actually receive the Maximum Resale Price for the Property or any other price for the Property.

(g) The holder of a mortgage on the Property is not obligated to forbear from exercising the rights and remedies under its mortgage, at law or in equity, after delivery of the Conveyance Notice.

5. Delivery of Deed. (a) In connection with any conveyance pursuant to an option to purchase as set forth in Section 4 above, the Property shall be conveyed by the Owner to the selected purchaser by a good and sufficient quitclaim deed conveying a good and clear record and marketable title to the Property free from all encumbrances except (i) such taxes for the then current year as are not due and payable on the date of delivery of the deed, (ii) any lien for municipal betterments assessed after the date of the Conveyance Notice, (iii) provisions of local building and zoning laws, (iv) all easements, restrictions, covenants and agreements of record specified in the deed from the Owner to the selected purchaser, (v) such additional easements, restrictions, covenants and agreements of record as the selected purchaser consents to, such consent not to be unreasonably withheld or delayed, (vi) the Regulatory Agreement, and (vii), except as otherwise provided in the Compliance Certificate, a Deed Rider identical in form and substance to this Deed Rider which the Owner hereby agrees to execute, to secure execution by the selected purchaser, and to record with the deed. **Said deed shall clearly state that it is made subject to the Deed Rider which is made part of the deed.** Failure to comply with the preceding sentence shall not affect the validity of the conveyance from the Owner to the selected purchaser or the enforceability of the restrictions herein.

(b) Said deed, including the approved Deed Rider, shall be delivered and the purchase price paid (the "Closing") at the Registry, or at the option of the selected purchaser, exercised by written notice to the Owner at least five (5) days prior to the delivery of the deed, at such other place as the selected purchaser may designate in said notice. The Closing shall occur at such

time and on such date as shall be specified in a written notice from the selected purchaser to the Owner, which date shall be at least five (5) days after the date on which such notice is given, and no later than the end of the time period specified in Section 4(a) above.

(c) To enable Owner to make conveyance as herein provided, Owner may, if Owner so desires 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, all instruments with respect thereto to be recorded simultaneously with the delivery of said deed. Nothing contained herein as to the Owner's obligation to remove defects in title or to make conveyance or to deliver possession of the Property in accordance with the terms hereof, as to use of proceeds to clear title or as to the election of the selected purchaser to take title, nor anything else in this Deed Rider shall be deemed to waive, impair or otherwise affect the priority of the rights herein over matters appearing of record, or occurring, at any time after the recording of this Deed Rider, all such matters so appearing or occurring being subject and subordinate in all events to the rights herein.

(d) Water and sewer charges and taxes for the then current tax period shall be apportioned and fuel value shall be adjusted as of the date of Closing and the net amount thereof shall be added to or deducted from, as the case may be, the purchase price payable by the selected purchaser.

(e) Full possession of the Property free from all occupants is to be delivered at the time of the Closing, the Property to be then in the same condition as it is in on the date of the execution of the purchase and sale agreement, reasonable wear and tear only excepted.

(f) If Owner shall be unable to give title or to make conveyance as above required, or if any change of condition in the Property not included in the above exception shall occur, then Owner shall be given a reasonable time not to exceed thirty (30) days after the date on which the Closing was to have occurred in which to remove any defect in title or to restore the Property to the condition herein required. The Owner shall use best efforts to remove any such defects in the title, whether voluntary or involuntary, and to restore the Property to the extent permitted by insurance proceeds or condemnation award. The Closing shall occur fifteen (15) days after notice by Owner that such defect has been cured or that the Property has been so restored. The selected purchaser shall have the election, at either the original or any extended time for performance, to accept such title as the Owner can deliver to the Property in its then condition and to pay therefor the purchase price without deduction, in which case the Owner shall convey such title, except that in the event of such conveyance in accordance with the provisions of this clause, if the Property shall have been damaged by fire or casualty insured against or if a portion of the Property shall have been taken by a public authority, then the Owner shall, unless the Owner has previously restored the Property to its former condition, either:

(A) pay over or assign to the selected purchaser, on delivery of the deed, all amounts recovered or recoverable on account of such insurance or condemnation award less any amounts reasonably expended by the Owner for any partial restoration, or

(B) if a holder of a mortgage on the Property shall not permit the insurance proceeds or the condemnation award or part thereof to be used to restore the Property to its former condition or to be so paid over or assigned, give to the selected purchaser a credit against the purchase price, on delivery of the deed, equal to said amounts so retained by the holder of the said mortgage less any amounts reasonably expended by the Owner for any partial restoration.

6. Resale and Transfer Restrictions. (a) Except as otherwise provided herein, the Property or any interest therein shall not at any time be sold by the Owner, or the Owner's successors and assigns, and no attempted sale shall be valid, unless the aggregate value of all consideration and payments of every kind given or paid by the selected purchaser of the Property for and in connection with the transfer of such Property, is equal to or less than the Maximum Resale Price for the Property, and unless a certificate (the "Compliance Certificate") is obtained and recorded, signed and acknowledged by the Monitoring Agent which Compliance Certificate refers to the Property, the Owner, the selected purchaser thereof, and the Maximum Resale Price therefor, and states that the proposed conveyance, sale or transfer of the Property to the selected purchaser is in compliance with the rights, restrictions, covenants and agreements contained in this Deed Rider, and unless there is also recorded a new Deed Rider executed by the selected purchaser, which new Deed Rider is identical in form and substance to this Deed Rider.

(b) The Owner, any good faith purchaser of the Property, any lender or other party taking a security interest in such Property and any other third party may rely upon a Compliance Certificate as conclusive evidence that the proposed conveyance, sale or transfer of the Property to the selected purchaser is in compliance with the rights, restrictions, covenants and agreements contained in this Deed Rider, and may record such Compliance Certificate in connection with the conveyance of the Property.

(c) Within ten (10) days of the closing of the conveyance of the Property from the Owner to the selected purchaser, the Owner shall deliver to the Monitoring Agent a copy of the Deed of the Property, including the deed rider, together with recording information. Failure of the Owner, or Owner's successors or assigns to comply with the preceding sentence shall not affect the validity of such conveyance or the enforceability of the restrictions herein.

7. Survival of Restrictions Upon Exercise of Remedies by Mortgagees. (a) The holder of record of any mortgage on the Property (each, a "Mortgagee") shall notify the Monitoring Agent, the Municipality and any senior Mortgagee(s) in the event of any default for which the Mortgagee intends to commence foreclosure proceedings or similar remedial action pursuant to its mortgage (the "Foreclosure Notice"), which notice shall be sent to the Monitoring Agent and the Municipality as set forth in this Deed Rider, and to the senior Mortgagee(s) as set forth in such senior Mortgagee's mortgage, not less than one hundred twenty (120) days prior to the foreclosure sale or the acceptance of a deed in lieu of foreclosure. The Owner expressly agrees to the delivery of the Foreclosure Notice and any other communications and disclosures made by the Mortgagee pursuant to this Deed Rider.

(b) The Owner grants to the Municipality or its designee the right and option to purchase the Property upon receipt by the Municipality of the Foreclosure Notice. In the event that the Municipality intends to exercise its option, the Municipality or its designee shall purchase the Property within one hundred twenty (120) days of receipt of such notice, at a price equal to the greater of (i) the sum of the outstanding principal balance of the note secured by such foreclosing Mortgagee's mortgage, together with the outstanding principal balance(s) of any note(s) secured by mortgage(s) senior in priority to such mortgage (but in no event shall the aggregate amount thereof be greater than one hundred percent (100%) of the Maximum Resale Price calculated at the time of the granting of the mortgage) plus all future advances, accrued interest and all reasonable costs and expenses which the foreclosing Mortgagee and any senior Mortgagee(s) are entitled to recover pursuant to the terms of such mortgages (the "Mortgage Satisfaction Amount"), and (ii) the Maximum Resale Price (which for this purpose may be less than the purchase price paid for the Property by the Owner)(the greater of (i) and (ii) above herein referred to as the "Applicable Foreclosure Price"). The Property shall be sold and conveyed in its then-current "as is, where is" condition, without representation or warranty of any kind, direct or indirect, express or implied, and with the benefit of and subject to all rights, rights of way, restrictions, easements, covenants, liens, improvements, housing code violations, public assessments, any and all unpaid federal or state taxes (subject to any rights of redemption for unpaid federal taxes), municipal liens and any other encumbrances of record then in force and applicable to the Property having priority over such foreclosing Mortgagee's mortgage, and further subject to a Deed Rider identical in form and substance to this Deed Rider which the Owner hereby agrees to execute, to secure execution by the Municipality or its designee, and to record with the deed, except that (i) during the term of ownership of the Property by the Municipality or its designee the owner-occupancy requirements of Section 2 hereof shall not apply (unless the designee is an Eligible Purchaser), and (ii) the Maximum Resale Price shall be recalculated based on the price paid for the Property by the Municipality or its designee, but not greater than the Applicable Foreclosure Price. **Said deed shall clearly state that it is made subject to the Deed Rider which is made part of the deed.** Failure to comply with the preceding sentence shall not affect the validity of the conveyance from the Owner to the Municipality or its designee or the enforceability of the restrictions herein.

(c) Not earlier than one hundred twenty (120) days following the delivery of the Foreclosure Notice to the Monitoring Agent, the Municipality and any senior Mortgagee(s) pursuant to subsection (a) above, the foreclosing Mortgagee may conduct the foreclosure sale or accept a deed in lieu of foreclosure. The Property shall be sold and conveyed in its then-current "as is, where is" condition, without representation or warranty of any kind, direct or indirect, express or implied, and with the benefit of and subject to all rights, rights of way, restrictions, easements, covenants, liens, improvements, housing code violations, public assessments, any and all unpaid federal or state taxes (subject to any rights of redemption for unpaid federal taxes), municipal liens and any other encumbrances of record then in force and applicable to the Property having priority over the foreclosing Mortgagee's mortgage, and further subject to a Deed Rider, as set forth below.



(d) In the event that the foreclosing Mortgagee conducts a foreclosure sale or other proceeding enforcing its rights under its mortgage and the Property is sold for a price in excess of the greater of the Maximum Resale Price and the Mortgage Satisfaction Amount, such excess shall be paid to the Municipality for its Affordable Housing Fund after (i) a final judicial determination, or (ii) a written agreement of all parties who, as of such date hold (or have been duly authorized to act for other parties who hold) a record interest in the Property, that the Municipality is entitled to such excess. The legal costs of obtaining any such judicial determination or agreement shall be deducted from the excess prior to payment to the Municipality. To the extent that the Owner possesses any interest in any amount which would otherwise be payable to the Municipality under this paragraph, to the fullest extent permissible by law, the Owner hereby assigns its interest in such amount to the Mortgagee for payment to the Municipality.

(e) If any Mortgagee shall acquire the Property by reason of foreclosure or upon conveyance of the Property in lieu of foreclosure, then the rights and restrictions contained herein shall apply to such Mortgagee upon such acquisition of the Property and to any purchaser of the Property from such Mortgagee, and the Property shall be conveyed subject to a Deed Rider identical in form and substance to this Deed Rider, which the Mortgagee that has so acquired the Property agrees to annex to the deed and to record with the deed, except that (i) during the term of ownership of the Property by such Mortgagee the owner-occupancy requirements of Section 2 hereof shall not apply, and (ii) the Maximum Resale Price shall be recalculated based on the price paid for the Property by such Mortgagee at the foreclosure sale, but not greater than the Applicable Foreclosure Price. **Said deed shall clearly state that it is made subject to the Deed Rider which is made part of the deed.** Failure to comply with the preceding sentence shall not affect the validity of the conveyance to the Mortgagee or the enforceability of the restrictions herein.

(f) If any party other than a Mortgagee shall acquire the Property by reason of foreclosure or upon conveyance of the Property in lieu of foreclosure, the Property shall be conveyed subject to a Deed Rider identical in form and substance to this Deed Rider, which the foreclosing Mortgagee agrees to annex to the deed and to record with the deed, except that (i) if the purchaser at such foreclosure sale or assignee of a deed in lieu of foreclosure is an Ineligible Purchaser, then during the term of ownership of the Property by such Ineligible Purchaser, the owner-occupancy requirements of Section 2 hereof shall not apply, and (ii) the Maximum Resale Price shall be recalculated based on the price paid for the Property by such third party purchaser at the foreclosure sale, but not greater than the Applicable Foreclosure Price. **Said deed shall clearly state that it is made subject to the Deed Rider which is made part of the deed.** Failure to comply with the preceding sentence shall not affect the validity of the conveyance to such third party purchaser or the enforceability of the restrictions herein.

(g) Upon satisfaction of the requirements contained in this Section 7, the Monitoring Agent shall issue a Compliance Certificate to the foreclosing Mortgagee which, upon recording in the Registry, may be relied upon as provided in Section 6(b) hereof as conclusive evidence

that the conveyance of the Property pursuant to this Section 7 is in compliance with the rights, restrictions, covenants and agreements contained in this Deed Rider.

(h) The Owner understands and agrees that nothing in this Deed Rider or the Regulatory Agreement (i) in any way constitutes a promise or guarantee by MassHousing, DHCD, the Municipality or the Monitoring Agent that the Mortgagee shall actually receive the Mortgage Satisfaction Amount, the Maximum Resale Price for the Property or any other price for the Property, or (ii) impairs the rights and remedies of the Mortgagee in the event of a deficiency.

(i) If a Foreclosure Notice is delivered after the delivery of a Conveyance Notice as provided in Section 4(a) hereof, the procedures set forth in this Section 7 shall supersede the provisions of Section 4 hereof.

8. Covenants to Run With the Property. (a) This Deed Rider, including all restrictions, rights and covenants contained herein, is an affordable housing restriction as that term is defined in Section 31 of Chapter 184 of the Massachusetts General Laws, having the benefit of Section 32 of such Chapter 184, and is enforceable as such. This Deed Rider has been approved by the Director of DHCD.

(b) In confirmation thereof the Grantor and the Owner intend, declare and covenant (i) that this Deed Rider, including all restrictions, rights and covenants contained herein, shall be and are covenants running with the land, encumbering the Property for the Term, and are binding upon the Owner and the Owner's successors in title and assigns, (ii) are not merely personal covenants of the Owner, and (iii) shall enure to the benefit of and be enforceable by the Municipality, the Monitoring Agent and DHCD and their successors and assigns, for the Term. Owner hereby agrees that any and all requirements of the laws of the Commonwealth of Massachusetts have been satisfied in order for the provisions of this Deed Rider to constitute restrictions and covenants running with the land and that any requirements of privity of estate have been satisfied in full.

9. Notice. Any notices, demands or requests that may be given under this Deed Rider shall be sufficiently served if given in writing and delivered by hand or mailed by certified or registered mail, postage prepaid, return receipt requested, to the following entities and parties in interest at the addresses set forth below, or such other addresses as may be specified by any party (or its successor) by such notice.

Municipality:

Grantor:

Owner:

Monitoring Agent[s]

- (1) Director, Local Initiative Program  
DHCD  
100 Cambridge Street  
Suite 300  
Boston, MA 02114

(2)

Others:

Any such notice, demand or request shall be deemed to have been given on the day it is hand delivered or mailed.

10. Further Assurances. The Owner agrees from time to time, as may be reasonably required by the Monitoring Agent, to furnish the Monitoring Agent upon its request with a written statement, signed and, if requested, acknowledged, setting forth the condition and occupancy of the Property, information concerning the resale of the Property and other material information pertaining to the Property and the Owner's conformance with the requirements of the Comprehensive Permit, Program and Program Guidelines, as applicable.

11. Enforcement. (a) The rights hereby granted shall include the right of the Municipality and the Monitoring Agent to enforce this Deed Rider independently by appropriate legal proceedings and to obtain injunctive and other appropriate relief on account of any violations including without limitation relief requiring restoration of the Property to the condition, affordability or occupancy which existed prior to the violation impacting such condition, affordability or occupancy (it being agreed that there shall be no adequate remedy at law for such violation), and shall be in addition to, and not in limitation of, any other rights and remedies available to the Municipality and the Monitoring Agent.

(b) Without limitation of any other rights or remedies of the Municipality and the Monitoring Agent, or their successors and assigns, in the event of any sale, conveyance or other transfer or occupancy of the Property in violation of the provisions of this Deed Rider, the Municipality and Monitoring Agent shall be entitled to the following remedies, which shall be cumulative and not mutually exclusive:

- (i) specific performance of the provisions of this Deed Rider;
- (ii) money damages for charges in excess of the Maximum Resale Price, if applicable;
- (iii) if the violation is a sale of the Property to an Ineligible Purchaser except as permitted herein, the Monitoring Agent and the Municipality shall have the option to locate an Eligible Purchaser to purchase or itself purchase the Property from the Ineligible Purchaser on the terms and conditions provided herein; the purchase price shall be a price which complies with the provisions of this Deed Rider; specific performance of the requirement that an Ineligible Purchaser shall sell, as herein provided, may be judicially ordered.
- (iv) the right to void any contract for sale or any sale, conveyance or other transfer of the Property in violation of the provisions of this Deed Rider in the absence of a Compliance Certificate, by an action in equity to enforce this Deed Rider; and
- (v) money damages for the cost of creating or obtaining a comparable dwelling unit for an Eligible Purchaser.

(c) In addition to the foregoing, the Owner hereby agrees and shall be obligated to pay all fees and expenses (including legal fees) of the Monitoring Agent and/or the Municipality in the event successful enforcement action is taken against the Owner or Owner's successors or assigns. The Owner hereby grants to the Monitoring Agent and the Municipality a lien on the Property, junior to the lien of any institutional holder of a first mortgage on the Property, to secure payment of such fees and expenses in any successful enforcement action. The Monitoring Agent and the Municipality shall be entitled to seek recovery of fees and expenses incurred in a successful enforcement action of this Deed Rider against the Owner and to assert such a lien on the Property to secure payment by the Owner of such fees and expenses. Notwithstanding anything herein to the contrary, in the event that the Monitoring Agent and/or Municipality fails to enforce this Deed Rider as provided in this Section, DHCD, if it is not named as Monitoring Agent, shall have the same rights and standing to enforce this Deed Rider as the Municipality and Monitoring Agent.

(d) The Owner for himself, herself or themselves and his, her or their successors and assigns, hereby grants to the Monitoring Agent and the Municipality the right to take all actions with respect to the Property which the Monitoring Agent or Municipality may determine to be necessary or appropriate pursuant to applicable law, court order, or the consent of the Owner to prevent, remedy or abate any violation of this Deed Rider.

12. Monitoring Agent Services; Fees. The Monitoring Agent shall monitor compliance of the Project and enforce the requirements of this Deed Rider. As partial compensation for providing these services, a Resale Fee [☒] shall [☐] shall not be payable to the Monitoring Agent on the sale of the Property to an Eligible Purchaser or any other purchaser in

accordance with the terms of this Deed Rider. This fee, if imposed, shall be paid by the Owner herein as a closing cost at the time of Closing, and payment of the fee to the Monitoring Agent shall be a condition to delivery and recording of its certificate, failing which the Monitoring Agent shall have a claim against the new purchaser, his, her or their successors or assigns, for which the Monitoring Agent may bring an action and may seek an attachment against the Property.

13. Actions by Municipality. Any action required or allowed to be taken by the Municipality hereunder shall be taken by the Municipality's Chief Executive Officer or designee.

14. Severability. If any provisions hereof or the application thereof to any person or circumstance are judicially determined, to any extent, to be invalid or unenforceable, the remainder hereof, or the application of such provision to the persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby.

15. Independent Counsel. THE OWNER ACKNOWLEDGES THAT HE, SHE, OR THEY HAVE READ THIS DOCUMENT IN ITS ENTIRETY AND HAS HAD THE OPPORTUNITY TO CONSULT LEGAL AND FINANCIAL ADVISORS OF HIS, HER OR THEIR CHOOSING REGARDING THE EXECUTION, DELIVERY AND PERFORMANCE OF THE OBLIGATIONS HEREUNDER.

16. Binding Agreement. This Deed Rider shall bind and inure to the benefit of the persons, entities and parties named herein and their successors or assigns as are permitted by this Deed Rider.

17. Amendment. This Deed Rider may not be rescinded, modified or amended, in whole or in part, without the written consent of the Monitoring Agent, the Municipality and the holder of any mortgage or other security instrument encumbering all or any portion of the Property, which written consent shall be recorded with the Registry.

Executed as a sealed instrument this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

Grantor:

Owner:

By \_\_\_\_\_

By \_\_\_\_\_

COMMONWEALTH OF MASSACHUSETTS

\_\_\_\_\_ County, ss.

On this \_\_\_\_ day of \_\_\_\_\_, 200\_\_, before me, the undersigned notary public, personally appeared \_\_\_\_\_, the \_\_\_\_\_ of \_\_\_\_\_ in its capacity as the \_\_\_\_\_ of \_\_\_\_\_, proved to me through satisfactory evidence of identification, which was [a current driver's license] [a current U.S. passport] [my personal knowledge], to be the person whose name is signed on the preceding instrument and acknowledged the foregoing instrument to be his or her free act and deed and the free act and deed of \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_.

\_\_\_\_\_  
Notary Public  
My commission expires:

COMMONWEALTH OF MASSACHUSETTS

\_\_\_\_\_ County, ss.

On this \_\_\_\_ day of \_\_\_\_\_, 200\_\_, before me, the undersigned notary public, personally appeared \_\_\_\_\_, the \_\_\_\_\_ of \_\_\_\_\_ in its capacity as the \_\_\_\_\_ of \_\_\_\_\_, proved to me through satisfactory evidence of identification, which was [a current driver's license] [a current U.S. passport] [my personal knowledge], to be the person whose name is signed on the preceding instrument and acknowledged the foregoing instrument to be his or her free act and deed and the free act and deed of \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_.

\_\_\_\_\_  
Notary Public  
My commission expires:



## community development partnership

# October 2019 Monthly Report Town of Harwich

### 1. Office Hours

- a. Held weekly office hours on Thursdays, 8:30 am – 4:00 pm: October 3rd, October 10<sup>th</sup>, October 17<sup>th</sup>, October 24th and October 30<sup>th</sup>.
  - Standing bi-weekly meetings with Chris Clark, Don Howell and Charleen Greenhalgh on Thursdays at 9am.
  - 10/31/19: Completed October monthly report.

### 2. Provide support to Town housing-related committees as directed by Town Administration

- a. Provide staff support to Affordable Housing Trust (AHT)
  - 10/3/19: Draft monthly report and minutes. Draft agenda for 10/24 AHT meeting and develop agenda packet.
  - 10/10/19: Worked with Caleb Ladue, IT Specialist, to begin edits on interview videos involving Pine Oaks residents.
  - 10/17/19: Held a meeting with Caleb Ladue, IT Specialist, to discuss Facebook video project involving Pine Oaks residents. Attended and staffed AHT meeting. Submitted post for AHT Facebook page.
  - 10/24/19: Staffed AHT meeting and began draft of 10/24 meeting minutes. Researched Harwich Housing Production Plan to retrieve data for Facebook video.
  - 10/31/19: Draft monthly report for October. Conduct follow-up tasks from 10/24 meeting.
- b. Pre-development tasks
  - 10/3/19: Ongoing correspondence with Laura Shufelt, Massachusetts Housing Partnership, for Oak Street and Sisson Road updates.
  - 10/3/19: Ongoing discussion and correspondence with Zackary Richards, Project Manager at Bohler Engineering, regarding proposal for Oak Street.
  - 10/3/19: Conducted Action Plan Solicitation tasks: Action Plan Scope of Work, securing estimates, identifying consultants, follow up with Assistant Town Administrator.

### **3. Monitor existing units on Town's Subsidized Housing Inventory (SHI)**

- 10/7/19: Began research and Community Housing Sheet for Pine Oaks Village 1.

### **4. Building relationships and gathering information**

- 10/7/19: Phone meeting with Art Bodin, Chair of Affordable Housing Committee, to discuss interest in conducting a joint meeting with AHT.

### **5. Community Outreach & Response**

- 10/3/19: Ongoing correspondence with Habitat for Humanity regarding 6 Gomes Way resale.
- 10/7/19: Ongoing correspondence with Gael Kelleher, Cape Community Real Estate Broker at Housing Assistance Corporation regarding 6 Gomes Way resale.
- 10/24/19: Correspondence with Melanie Bach, Residential Coordinator at Halkeen Management, Pine Oaks Village to review draft of the Facebook videos and confirm names of interviewees.
- 10/31/19: Held discussion with Ginny Hewitt, Harwich Library Director, to discuss Community Development Partnership Board of Selectmen presentation at the 10/28/19 meeting.