



TOWN OF YARMOUTH

1146 ROUTE 28, SOUTH YARMOUTH, MASSACHUSETTS 02664-4492
Telephone (508) 398-2231 Ext. 1271, Fax (508) 398-2365

BOARD OF
SELECTMEN

TOWN
ADMINISTRATOR
Daniel M. Knapik

PUBLIC MEETING

Per Massachusetts General Law: All town and school boards, committee, and authorities shall post a notice of every meeting at least 48 hours prior to such meeting, excluding Saturdays, Sundays, and legal holidays. Notice shall contain a listing of topics/agenda that the chair reasonably anticipates will be discussed at the meeting. As required by Open Meeting Law and Mass. General Law, we are informing you that this meeting will be video and audio recorded, as well as rebroadcast. Anyone intending to video or audio tape this meeting is required to inform the Chair.

Board of Selectmen Meeting
October 6, 2020 ~ 6:00 PM
Yarmouth Town Hall Hearing Room
1146 Rt. 28, South Yarmouth, MA 02664

YARMOUTH TOWN CLERK

'20OCT2PM1:31 REC

Meeting Agenda (all times are approximate)

5:00 PM Executive Session: The Yarmouth Board of Selectmen will enter into executive session pursuant to MGL c. 30A, s. 21(a), to conduct a strategy session in preparation for negotiations with non-union personnel, Interim Town Administrator.

6:00 PM Public Comments

The open meeting law discourages public bodies from discussing topics not listed on the agenda. The public should therefore not expect the Board to respond to questions or statements made during the Public Comment portion of the meeting.

6:15 PM Extension of Outdoor Dining per Governor's Order

6:30 PM Public Hearing: 2021 Alcohol Fee Hearing (2nd Reading)

6:45 PM Yarmouth Gardens Affordable Housing Redevelopment Project

7:00 PM Wastewater Article Update

7:30 PM Water Rate Operation Presentation

8:00 PM Review Special Town Meeting Articles/Warrant Draft

8:15 PM Election Warrant

8:30 PM Board and Committee Actions

1. Committee Resignations
2. Committee Appointments
3. Town Administrator Job Description Review and Notice of Vacancy
4. Upcoming Agenda Review
5. Individual Items

8:45 PM Town Administrator Items

1. Town Administrator Updates
 - a. COVID-19 Update
 - b. The DYIMS Project
2. Water Resources Planning

9:00 PM Adjourn

AGENDA PACKET
Board of Selectmen
October 6, 2020

- Liquor License Fee Hearing Package
- October 1, 2020 Letter from James J. Perrine, President of Commonwealth Community Developers, regarding The Residences at Yarmouth Gardens
- October 1, 2020 Memo from Mary Waygan, Affordable Housing/CDBG Program Administrator, regarding Yarmouth Gardens – 497 Route 28, West Yarmouth Affordable Housing Restriction, with package
- October 1, 2020 Memo from Ellen Chapman, Golf Enterprise Chairman, and Scott Gilmore, Director of Golf Course Operation, regarding GEC vote on Bass River Waste Water Project
- July 10, 2020 Memo from David F. Young, PE, and Hannah Sullivan, from CDM Smith, regarding Summary of Bass River Golf Course Effluent Recharge Alternatives Capital Cost
- CDM Smith: Figure 6 - Master Plan Alternative with Proposed Recharge System
- CDM Smith: Figure 2 - Typical Cross Section of Proposed Leaching Field
- Bass River Golf Course Effluent Recharge Plan PowerPoint Presentation
- Yarmouth Water Rate Study PowerPoint Presentation
- Town of Yarmouth Warrant for 2020 State Election
- Board of Selectmen Projected 2020 Agenda Items
- Committee Resignations – from Board of Appeals and Personnel Board
- Committee Reappointment to Historical Commission
- Committee Reappointment to Mid-Cape Cultural Council (TOY Representative Position)
- DRAFT Notice of Vacancy – Town Administrator
- Town Administrator Job Description (October 23, 2002)
- DRAFT Yarmouth Interim Town Administrator (October 2020)

INFORMATION PACKET

Board of Selectmen

October 6, 2020

- CDBG Legal Ad – Amendment of Program Plans
- CDBG Legal Ad – Consolidated Annual Performance and Evaluation Report Public Hearing and Document Availability

AGENDA

ITEMS



TOWN OF YARMOUTH

1146 Route 28 South Yarmouth MASSACHUSETTS 02664-4492
Telephone (508) 398-2231, Ext. 271, 270 - Fax (508) 398-2365

BOARD OF
SELECTMEN

TOWN
ADMINISTRATOR
Daniel Knapik

September 16, 2020

The Cape Cod Times

Will you please advertise the following as a Legal Ad in your newspaper on September 19, 2020.

TOWN OF YARMOUTH BOARD OF SELECTMEN FEE HEARING

A Public hearing will be held by the Board of Selectmen on Tuesday, September 29 and Tuesday, October 6, 2020 in the hearing room at the Town Offices, 1146 Route 28, South Yarmouth, MA for a proposed 25% fee reduction of the 2021 Annual and Seasonal Section 12 Alcohol licenses. The Board meeting begins at 6:00pm.

Written comments will be accepted at Yarmouth Town Hall until 4:30pm on Friday, September 25, 2020 or at Selectmen@yarmouth.ma.us. Verbal comments will be accepted at the hearing.

<u>License Type</u>	<u>Current Fee</u>	<u>Proposed 2021 Fee</u>
Annual/Seasonal Restaurant	2,350.00	1,762.50
Annual/Seasonal Innholder	2,350.00	1,762.50
Annual/Seasonal Wine & Malt	1,700.00	1,275.00
General on Premise	2,950.00	2,212.50
Club	1,050.00	787.50
Non-Profit	635.00	476.25

Please bill the applicant for the ad:

Town of Yarmouth
Town Administrator's Office
1146 Route 28
South Yarmouth, Ma 02664
(508) 398-2231

Legals **Legals**

TOWN OF YARMOUTH BOARD OF SELECTMEN FEE HEARING

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© COMMONWEALTH OF MASSACHUSETTS
SARAH STABLE SO BRADLEY J. BROWN
PROBATE CLERK

To First Wives of Eastham, MA Kate Wives of St. Augustine, RI
and Carrie Costs of Yarmouth, MA, and to all other persons interested.

A petition has been presented to said Court by Mary Paver Powers as Personal Representative of the Estate of Patrick A. Powers of West Springfield, MA representing that she holds an interest in common undivided part or share of certain land lying in Eastham in said County and hereby returned as follows:

2020 - 2021 SECTION 12 ALCOHOL LICENSE REVENUE REPORT

LICENSE TYPE	ANNUAL FEES	# LICENSES	REVENUE	25% OF FEE	TOTAL FEE REDUCTION
Annual Restaurant	2,350.00	29	68,150.00	587.50	17,037.50
Annual Innholder	2,350.00	6	14,100.00	587.50	3,525.00
Annual Wine & Malt	1,700.00	5	8,500.00	425.00	2,125.00
General on Premise Club	2,950.00	1	2,950.00	737.50	737.50
Non-Profit Club	1,050.00	1	1,050.00	262.50	262.50
	635.00	1	<u>635.00</u>	158.75	<u>158.75</u>
			95,385.00		23,846.25
Seasonal Restaurant	2,350.00	7	16,450.00	587.50	4,112.50
Seasonal Innholder	2,350.00	4	9,400.00	587.50	2,350.00
Seasonal Wine & Malt	1,700.00	2	<u>3,400.00</u>	425.00	<u>850.00</u>
			29,250.00		7,312.50
TOTALS			124,635.00		31,158.75



1588 Cambridge Street, Cambridge, MA 02138
P: 617.894.2512 E: jperrine@ccdhousing.com
www.commonwealthcommunitydevelopers.com

October 1, 2020

Mark Forest, Chair
The Board of Selectmen
Town of Yarmouth
1146 Route 28
South Yarmouth, MA 02664

RE: The Residences at Yarmouth Gardens
497 Route 28, West Yarmouth

Dear Mr. Forest and Members of the Board of Selectmen:

As you may know, we acquired the Yarmouth Gardens site, with funding from the Town's Affordable Housing Trust, earlier this year. I am pleased to say that, after several years of effort, work has started at the site. There were a number of factors that had delayed the necessary approval at the state level before we could do any work: that approval came through last Friday.

Monday started with the erection of a temporary fence and the arrival of dumpsters, port-a-potties, etc. Furniture and other personal property is now being removed and taken away. Licensed abatement contractors have started containing the necessary spaces in plastic and will start to remove asbestos and other hazardous materials from the buildings this Monday, October 5. As they finish each building, our industrial hygienist will test to ensure that everything has been properly completed. Demolition of the buildings will start a few weeks later, and construction will follow in late November, starting with extensive work to prepare the site -- pending receipt of the necessary demolition and building permits from the Town, which we expect in due course.

In the meantime, we are proceeding with the financial closing, which we hope to accomplish later this month (and which we also need to happen before we start construction). We are receiving financing from the following:

Private equity from the Massachusetts Housing Equity Fund in connection with federal low income tax credits and solar energy credits	\$7,131,000
Private equity from Hartford Fire Insurance Co, in connection with state low income housing tax credits	1,600,000

Construction loan from Citizens Bank	9,000,000
Permanent mortgage loan from Massachusetts Housing Partnership	3,330,000
Yarmouth Affordable Housing Trust	1,261,300
Massachusetts Affordable Housing Trust	1,000,000
Federal HOME funds allocated by the state's Department of Housing and Community Development	250,000
HOME funds allocated by the Barnstable County HOME Consortium	250,000
State Community Based Housing Funds	150,000
Developer Loan	401,000

As you might imagine, each source of funds has its own individual requirements and regulations, and most have their own attorneys (a few are sharing attorneys). So it's quite an undertaking to get everyone to the closing table – our closing calls have 26 participants! Nonetheless, it's a good closing team and things are proceeding apace.

I would like to offer our most sincere thanks to the townspeople of Yarmouth, for having been so supportive of affordable housing; the Affordable Housing Trust, for orchestrating the project; and the Board of Selectmen, Planning Board, Board of Health, Historic Commission and Community Based Housing Committee, and last but by no means least the neighbors of the property, for having taken the time to review, comment upon and support the development. I would also like to comment upon the quality and dedication of the Town staff, especially the outstanding Community Development Department, which has helped us enormously to improve and advance the development.

We are looking forward to adding some new, attractive and much-needed affordable homes to the community.

Thank you!

Very truly yours,



James J. Perrine
President



TOWN OF YARMOUTH

1146 ROUTE 28, SOUTH YARMOUTH, MASSACHUSETTS 02664-4451
Telephone (508) 398-2231 Ext. 1275, Fax (508) 398-2365 TTD# (508) 398-2231

AFFORDABLE
HOUSING
TRUST

MEMO TO: Mark Forest, Chair
And the Honorable Board of Selectmen

FROM: Mary Waygan
Affordable Housing/CDBG Program Administrator 

SUBJECT: Yarmouth Gardens – 497 Route 28, West Yarmouth
Affordable Housing Restriction

DATE: October 1, 2020

CC: Karen M. Greene, Director of Community Development
Daniel Knapik, Chair, Affordable Housing Trust

Commonwealth Community Developers (CCD) is planning to close with the state and other financing entities this month in order to begin the redevelopment of the former Yarmouth Gardens Motel Lodge into forty (40) high quality affordable units. One component of the closing documents is an Affordable Housing Restriction to which the Town of Yarmouth is party. Town Counsel and the Affordable Housing Trust have been diligently negotiating with many parties to secure this affordable housing restriction in perpetuity. Because this is extremely time sensitive, **we are recommending the Board of Selectmen authorize Town Administrator Daniel M. Knapik to sign the Affordable Housing Restriction in the final form approved by Town Counsel, on behalf of the Town. I have attached the most current Affordable Housing Restriction for your consideration.**

The pathway to this important redevelopment began in 2006 with the adoption of the Town's Motel Bylaw by Town Meeting. Town Meeting later approved \$3,750,000 of Community Preservation Funds to support the Motel Redevelopment initiative with an affordable housing component. The site and developer were selected by the Affordable Housing Trust using Requests for Proposals, a competitive procurement process. The Trust, Town Planner and Planning Board, and the Site Plan Review team have all commented on the plans. I hope you will agree that the resulting plans (attached here) will be a significant contribution to the Route 28 economic corridor.

I would like to take this opportunity to thank the Board of Selectmen, the Affordable Housing Trust, the Community Preservation Committee, the Planning Board, and the residents of Yarmouth for their continued support of Yarmouth's Affordable Housing Program. The Affordable Housing Program strives to provide affordable living solutions to the residents of Yarmouth, while maintaining the quality of life of all residents.

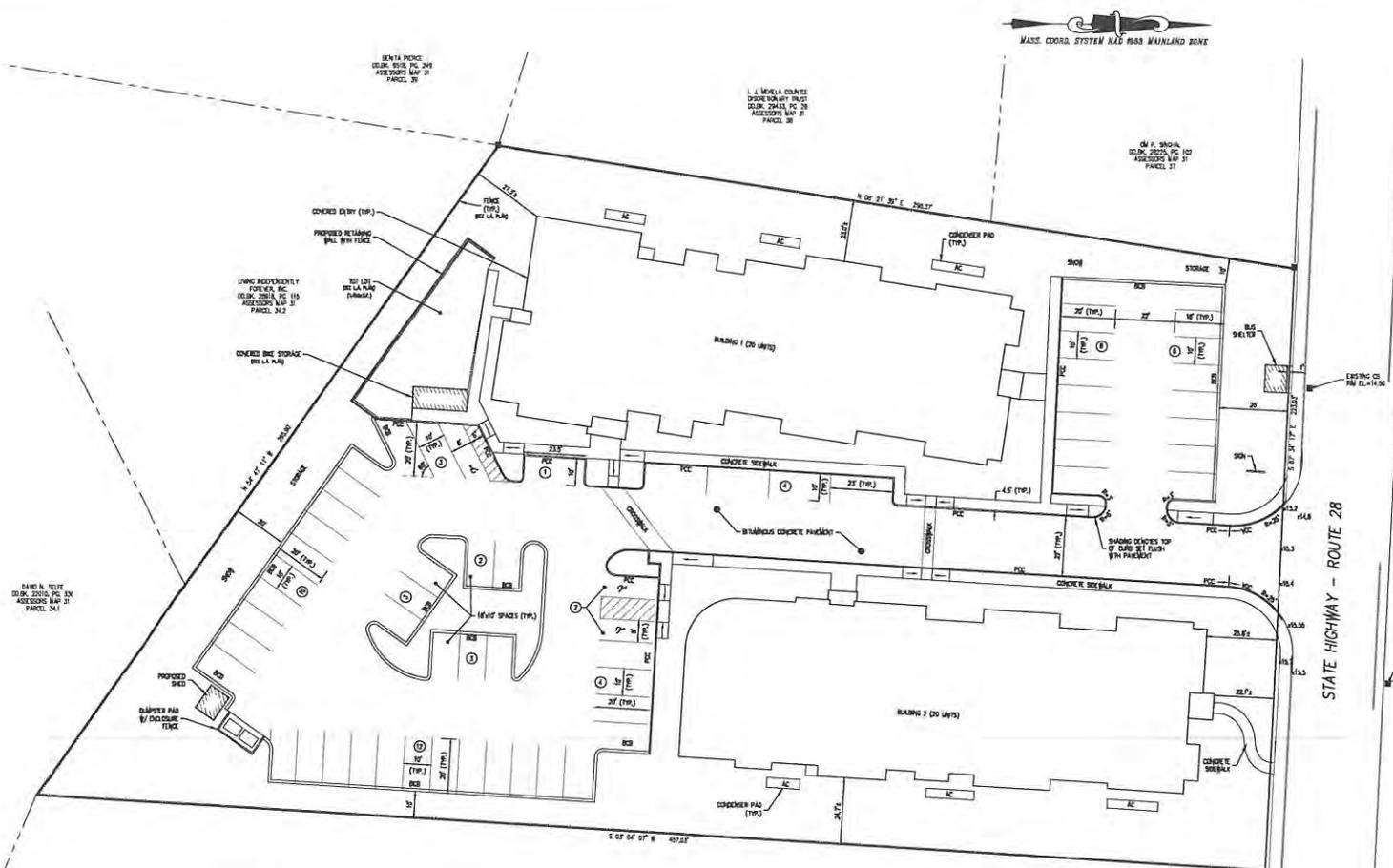
The Residences at Yarmouth Gardens
View from Route 28



The Residences at Yarmouth Gardens

View from the Rear





REFERENCES:
ASSESSORS MAP 31, PARCEL 35
PLAN BOOK 110, PAGE 31

FLOOD NOTE:
FLOOD ZONE X AS SHOWN ON FEMA
FIRM PANEL #25001C0080J REVISED
JULY 16, 2014

DATUM NOTE:
ELEVATIONS SHOWN HEREON ARE BASED
ON THE NORTH AMERICAN VERTICAL
DATUM 1988 (NAVD 1988)

LEGEND

EXISTING

- BOUND
- ACCESSIBLE SPACE
- BCD 12" WOC BITUMINOUS CONCRETE BEAM
- PCC PRECAST CONCRETE CURB
- VCC VERTICAL GRANITE CURB

PROPOSED

Date Issued: 02/28/2020
CONSTRUCTION SET



49 MASSACHUSETTS AVE.
ARLINGTON, MA 02474
P: 781.648.6900
F: 781.648.6901
www.winslowarchitects.com



Project: RESIDENCES AT YARMOUTH GARDENS

427 Rte 28
Ware, Yarmouth, MA

Drawing: PLAN SHOWING PROPOSED LAYOUT & MATERIALS

Revisions	No.	Description	Date



Project number: 17-533

Sheet: C2.1.1

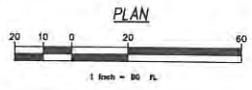
ZONING TABLE			
ZONING DISTRICTS: B2 OVERLAY DISTRICT: HOTEL/MOTEL OVERLAY DISTRICT 1 (HMOD1)			
SUBJECT	REQUIRED	EXISTING	PROPOSED
LOT AREA	20,000 S.F. (MIN.)	80,347± S.F.	NO CHANGE
FRONTAGE	125 FT. (MIN.)	223± FT.	NO CHANGE
FRONT SETBACK	24.4 FT. (MIN.)*	29.9± FT.	22.1± FT. **
SIDE SETBACK (WEST)	25 FT. (MIN.)	8± FT.	22± FT.
SIDE SETBACK (EAST)	25 FT. (MIN.)	11± FT.	22± FT.
REAR SETBACK	20 FT. (MIN.)	66± FT.	28± FT.
BUILDING HEIGHT	35 FT. (MAX.)	N/A	38 FT.
BUILDING COVERAGE	25% (MAX.)	23.8% (23,800 S.F. / 100,000 S.F.)	24.2% (24,200 S.F. / 100,000 S.F.)
LOT IMPERVIOUS COVERAGE	70% (MAX.)	44.8% (44,800 S.F. / 100,000 S.F.)	45.2% (45,200 S.F. / 100,000 S.F.)

* CALCULATED USING THE AVERAGE OF SETBACKS OF THE ADJACENT LOTS TO THE EAST AND WEST. LOTS OCCUPIED BY A BUILDING SET BACK MORE THAN REQUIRED FRONT YARD SETBACK (37') IS COUNTED AS THOUGH OCCUPIED BY A BUILDING AT THE SETBACK LINE.
REQUIRED BUILDING SETBACK = (18.7' + 37')/2 = 24.4'.
** BUS SHELTER PROPOSED AT 1' SETBACK.

EXISTING WELLS:
CONCRETE
DRAIN, 20" DIA. P.C. 30"
ASSESSORS MAP 31
PARCEL 35

PARKING TABLE		
USE	REQUIRED	PROPOSED
RESIDENTIAL, MULTI-FAMILY	45 UNITS @ 1.5 SPACES PER UNIT = 60 SPACES 1 TREE @ 3 IN. OR LARGER PER 8 PARKING SPACES = (45/8) = 5 TREES * (SEE L.A. PLAN)	60 SPACES > 5 TREES (SEE L.A. PLAN)

* IN PARKING LOTS CONTAINING 30 OR MORE SPACES



NOTE:
1. SEE LANDSCAPE PLANS FOR SITE LIGHTING, LOCATION, AND DETAILS.

Date issued: 02/28/20
CONSTRUCTION SET



85 MASSACHUSETTS AVE.
ARLINGTON, MA 02474
P 781 648 6600
F 781 648 6601
www.winslowarchitects.com

Consultant:



COMMONWEALTH
COMMUNITY DEVELOPERS,
LLC

Project:
**RESIDENCES AT
YARMOUTH
GARDENS**

497 Rte. 28
West Yarmouth, MA

Drawing:

**EXTERIOR
ELEVATIONS
- BUILDING 1**

Revisions		
No.	Description	Date

Stamp:

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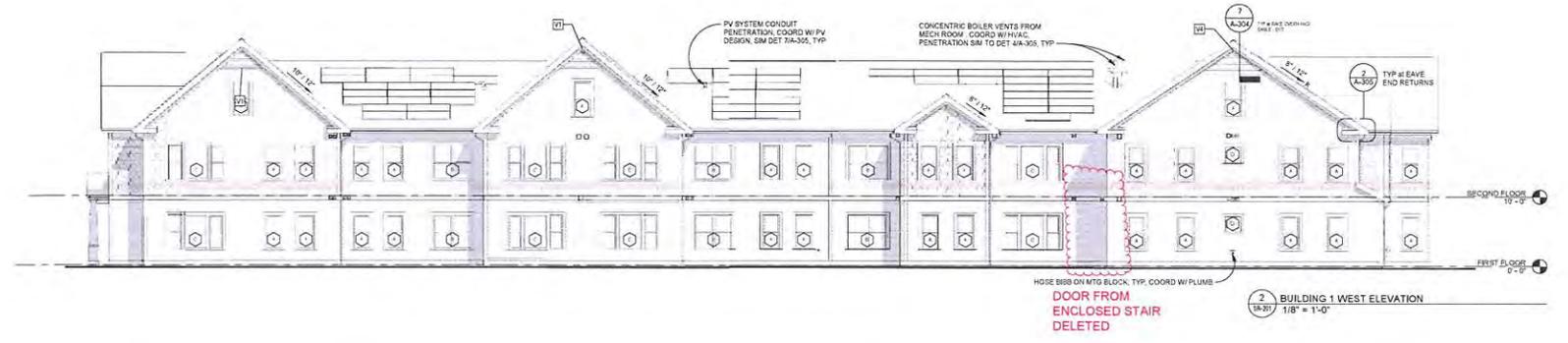
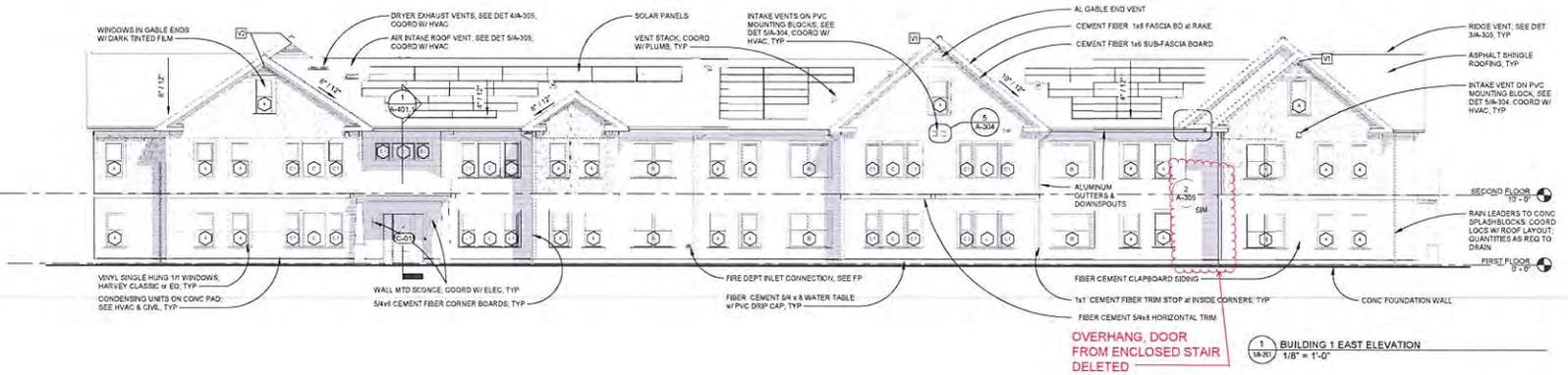
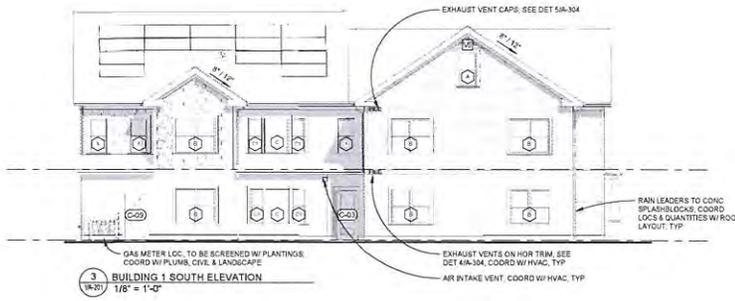
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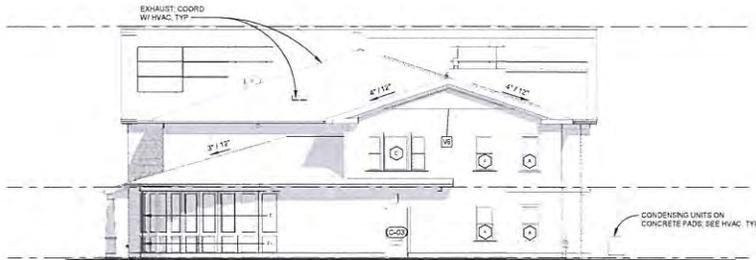
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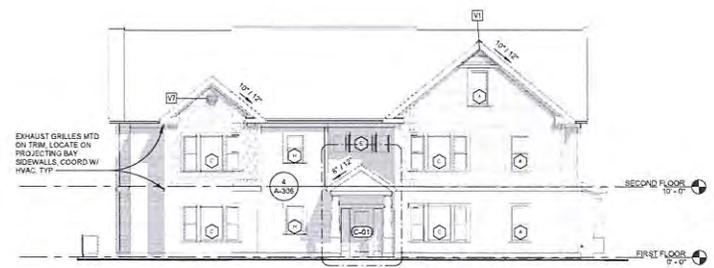
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NOTES:
• ALL TRIM, SIDING TO BE PAINTED
FIBER CEMENT, SHINGLES OR
CLAPBOARD SIDING AS INDICATED
• ALL ROOFING TO BE ASPHALT
SHINGLES W/ LIFETIME OR SIX-YEAR
WARRANTY



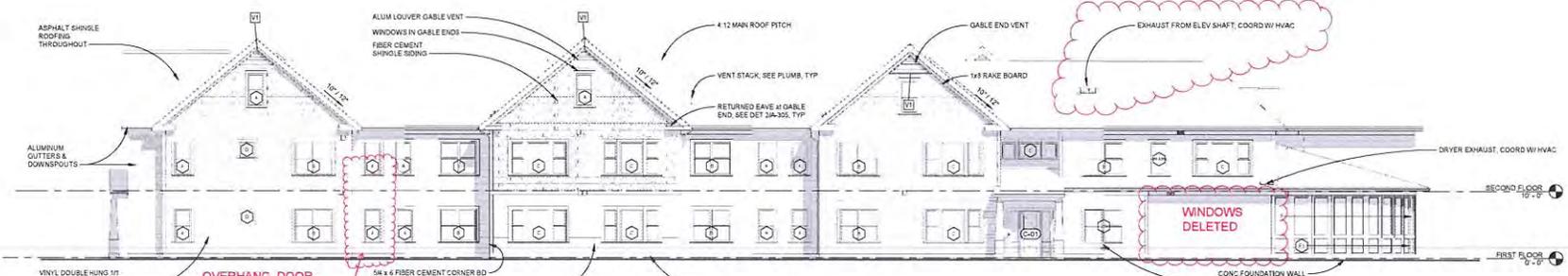


3 BUILDING 2 SOUTH ELEVATION
1/8" = 1'-0"

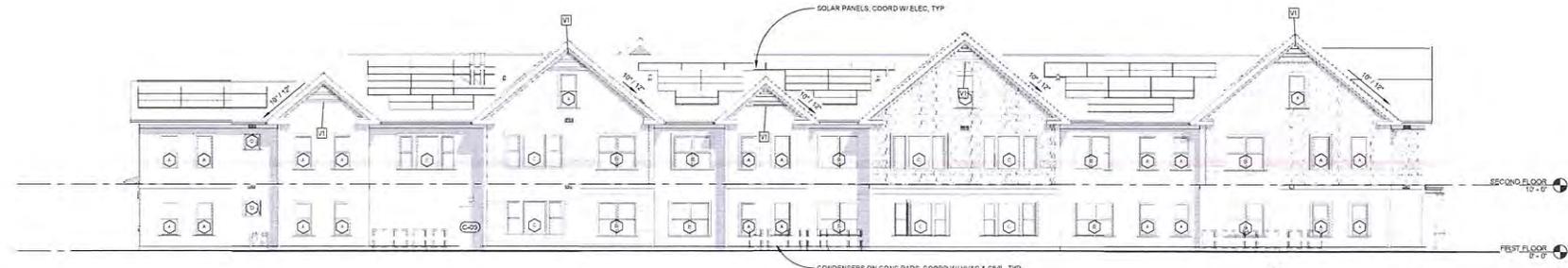


4 BUILDING 2 NORTH ELEVATION
1/8" = 1'-0"

TYPICAL NOTES:
 * ALL TRIM SIDING TO BE PAINTED FIBER CEMENT, SHINGLES OR CLAPBOARD SIDING AS INDICATED
 * FINAL SIDING COLORS TO BE DETERMINED
 * ALL ROOFING TO BE ASPHALT SHINGLES w/ LIFETIME OR 50-YEAR WARRANTY



2 BUILDING 2 WEST ELEVATION
1/8" = 1'-0"



1 BUILDING 2 EAST ELEVATION
1/8" = 1'-0"

Date issued: 02/28/20
 CONSTRUCTION SET



85 MASSACHUSETTS AVE.
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Consultant:



COMMONWEALTH
 COMMUNITY DEVELOPERS, LLC

Project:
**RESIDENCES AT
 YARMOUTH
 GARDENS**

487 Rte. 28
 West Yarmouth, MA
 Drawing

**EXTERIOR
 ELEVATIONS
 - BUILDING 2**

Revisions

No.	Description	Date

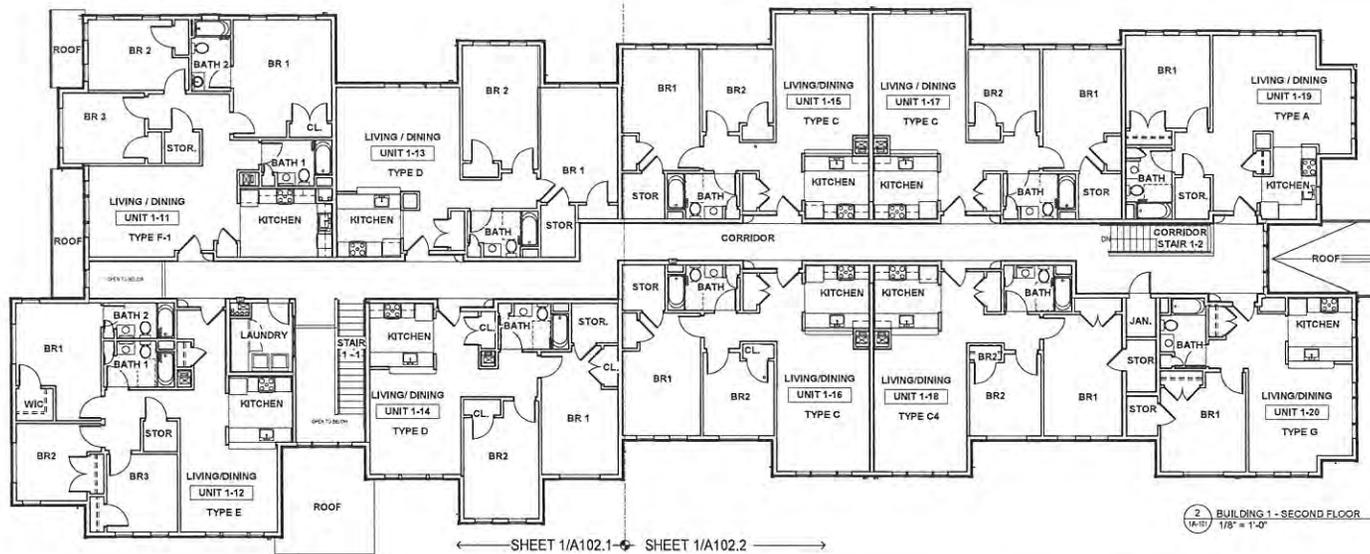
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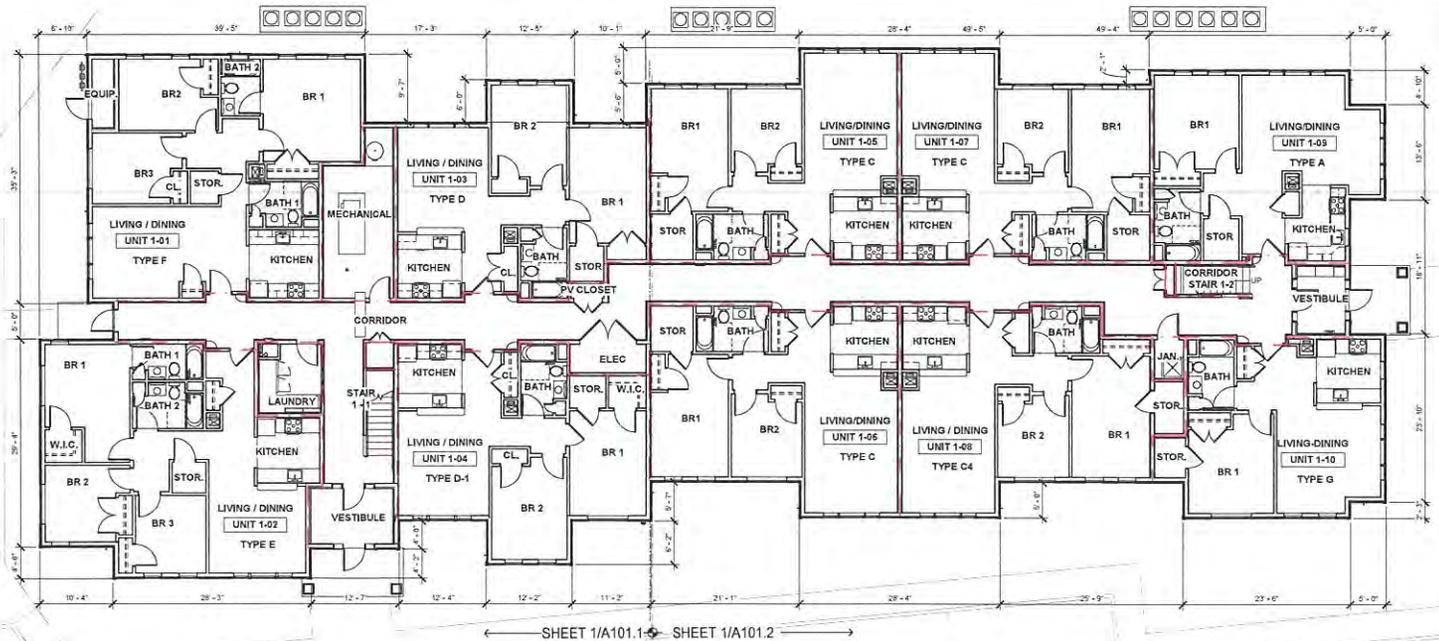
Project number:
17-533

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3/20/20 10:31 PM



2 BUILDING 1 - SECOND FLOOR
1/8" = 1'-0"



1 BUILDING 1 - FIRST FLOOR
1/8" = 1'-0"

Date issued: 02/28/20
CONSTRUCTION SET



89 MASSACHUSETTS AVE
ARLINGTON, MA 02474
P: 781 644 6623
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www.winslowarchitects.com

Consultant:



COMMONWEALTH COMMUNITY DEVELOPERS, LLC

Project:
RESIDENCES AT YARMOUTH GARDENS

497 Rte. 28
West Yarmouth, MA

Drawing:

BUILDING 1 PLANS

Revisions		
No.	Description	Date

Stamp:

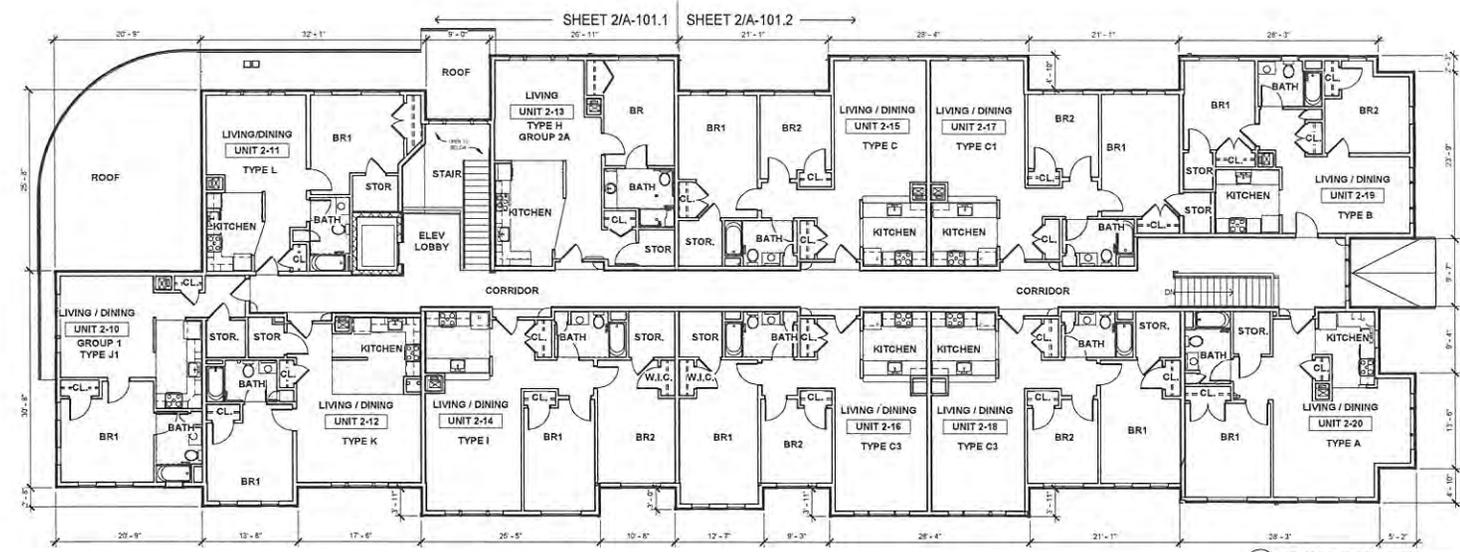
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17-533

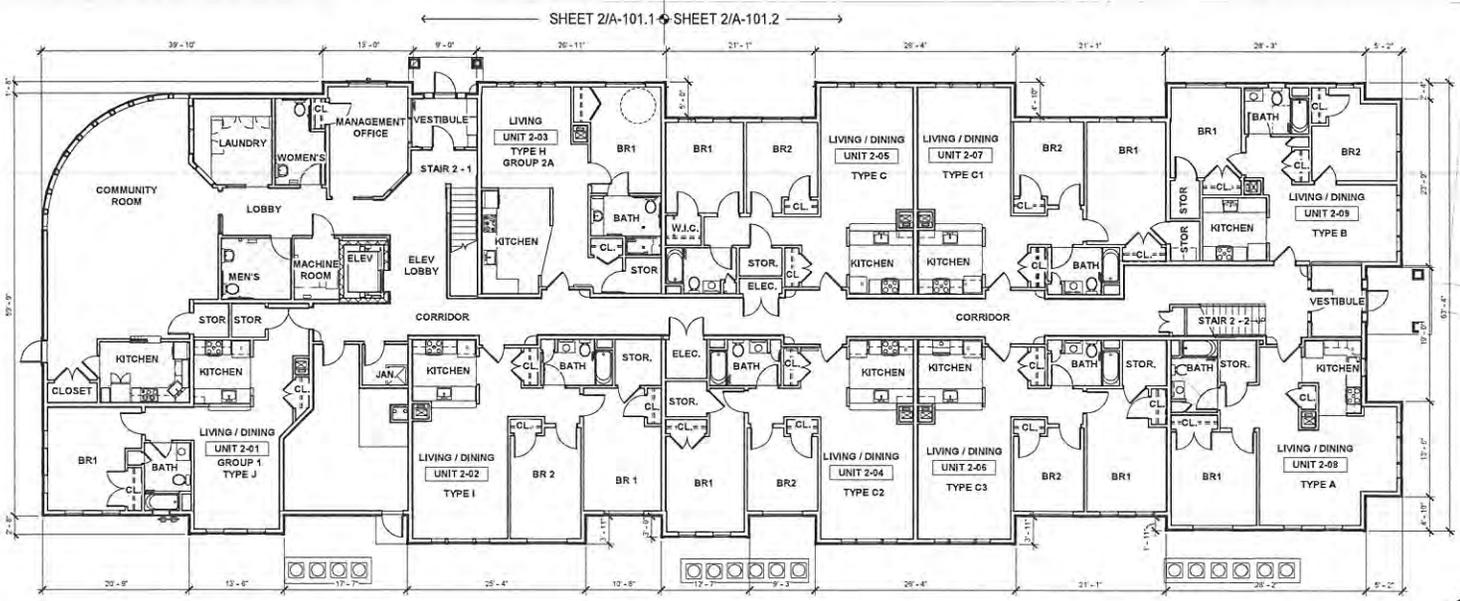
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20200203.03.03.03



2 BUILDING 2 - SECOND FLOOR
1/8" = 1'-0"



1 BUILDING 2 - FIRST FLOOR
1/8" = 1'-0"



Date issued 02/28/20
CONSTRUCTION SET



89 MASSACHUSETTS AVE
ARLINGTON, MA 02474
P 781 648.6500
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Consultant



COMMONWEALTH
COMMUNITY DEVELOPERS, LLC

Project

RESIDENCES AT
YARMOUTH
GARDENS

457 Rte. 28
West Yarmouth, MA

Drawing

BUILDING 2
FLOOR
PLANS

No.	Description	Date
1	PLANNING BOARD SUBMISSION	10/20/17

Stamp

Project number

17-533

Sheet
2/A-101

3/6/2020 11:58:49 AM



AFFORDABLE HOUSING RESTRICTION

DATE: As of October ____, 2020

GRANTOR:	CCD Yarmouth Gardens LLC
PROPERTY NAME:	Residences at Yarmouth Gardens
TOTAL NUMBER OF UNITS:	40
TOTAL NUMBER OF RESTRICTED UNITS: ¹	40
NUMBER OF HIGH MODERATE INCOME UNITS (110% AMI): ²	0
NUMBER OF MODERATE INCOME UNITS (80% AMI):	0
NUMBER OF LOW INCOME UNITS (60% AMI):	30
NUMBER OF VERY LOW INCOME UNITS (50% AMI):	0
NUMBER OF EXTREMELY LOW INCOME UNITS (30% AMI):	10
NUMBER OF HOME ASSISTED UNITS:	11
PROPERTY ADDRESS:	497 Route
28	
	West Yarmouth, Massachusetts
AFFORDABILITY TERM:	Perpetual

This Affordable Housing Restriction (this "Restriction") is granted by the undersigned Grantor, a Massachusetts limited liability company having a mailing address of c/o Commonwealth Community Developers, LLC, 1588 Cambridge Street, Cambridge, Massachusetts 02138, for the benefit of The Commonwealth of Massachusetts acting by and through the Department of Housing and Community Development having a mailing address of 100 Cambridge Street, Suite 300, Boston, Massachusetts

¹ In order to satisfy the affordability requirements of the MHP first mortgage loan at least sixteen of the total Units shall be Low Income Units.

²Numbers in parentheses are the percentage of median income for the Area (AMI, as defined below), adjusted for family size, as determined from time to time by HUD (as defined below) pursuant to Section 8 of the United States Housing Act, as amended.

{00062712}



02114-2524 ("DHCD"); The Commonwealth of Massachusetts, acting by and through the Department of Housing and Community Development under the Affordable Housing Trust Fund Statute, M.G.L. c. 121D, by the Massachusetts Housing Finance Agency ("MHFA"), as Administrator, having an address at One Beacon Street, Boston, Massachusetts 02108 ("AHT"); Community Economic Development Assistance Corporation, a body politic and corporate, duly organized and existing in accordance with Chapter 40H of the Massachusetts General Laws with an office at 18 Tremont Street, Suite 500, Boston, Massachusetts 02108 ("CEDAC"); Yarmouth Affordable Housing Trust, a municipal Affordable Housing Trust established pursuant to the provisions of M.G.L. Chapter 44 Section 55C with an address at 1146 Route 28, South Yarmouth, Massachusetts 02664 (the "Town"); the Executive Office of Health and Human Services, with a mailing address of One Ashburton Place, 11th Floor, Boston, Massachusetts 02108 ("EOHHS"); and the Massachusetts Rehabilitation Commission, with a mailing address of Administrative Offices, 600 Washington Street, Boston, Massachusetts 02111 ("MRC").

The Massachusetts Housing Partnership Fund Board, a Massachusetts public instrumentality and body politic and corporate, having a mailing address of 160 Federal Street, Boston, Massachusetts 02110 ("MHP") is, or is anticipated to be, the first mortgage lender for the Project (as defined below). Upon the closing of the MHP first mortgage loan for the Project, MHP, together with its successors and assigns, shall be deemed a Holder of this Restriction and the senior lender hereunder. The Grantor acknowledges that, notwithstanding the order of recording, this Restriction is senior to the MHP first mortgage loan, subject to the provisions of Section 19 below.

BACKGROUND

- A. The Grantor holds or will acquire legal title to the Property and intends to construct a 40-unit rental housing development, consisting of two residential buildings, at the Property (the "Project").
- B. As a condition of the Loan, the Grantor has agreed that this Restriction be imposed upon the Property as a covenant running with the land and binding upon any successor to the Grantor, as owner thereof.

RESTRICTIONS

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby covenants as follows:

1. **Definitions.** Capitalized terms used herein are defined herein and in Exhibit D attached hereto.
2. **Use Restrictions.** The Property shall be reserved and used for the Permitted Uses and for no other purpose. The Restricted Units shall include at least 12 one-bedroom Units, 24 two-bedroom Units and 4 three-bedroom Units. Eleven of the Restricted Units shall be deemed to be assisted under the HOME Program ("HOME Assisted Units") provided that certain of the provisions of the HOME Program may cease to be effective 20 years after the completion of the Project (the "HOME Term") as more fully set forth in Section 5.2 of the Loan Agreement between Grantor as Borrower and The

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Commonwealth of Massachusetts acting by and through the Department of Housing and Community Development for itself and as agent for certain other lenders. Such HOME Assisted Units may also constitute Restricted Units with respect to other programs hereunder. As of the date hereof, the Property has or is expected to have the benefit of a contract for 8 project-based vouchers under Section 8 of the United States Housing Act of 1937, as amended (the "Section 8 Contract"). If during the HOME Term the Section 8 Contract is not renewed at the end of its term or is terminated or otherwise is no longer in full force and effect, the number of HOME Assisted Units required to be Very Low Income Units (as set forth on Exhibit C) shall be reduced to 3 Units of the types shown on Exhibit C-1 and the number of HOME Assisted Units required to be Low Income Units (as set forth on Exhibit C) shall be increased to 8 Units of the types shown on Exhibit C-1. In such event, references in this Restriction to Exhibit C shall thereafter be deemed to refer to Exhibit C-1. Furthermore, if during the Term the Section 8 Contract is not renewed at the end of its term or is terminated or otherwise is no longer in full force and effect, the Holders will consider a request by the Grantor to modify the mix of Restricted Units by converting Extremely Low Income Units to Very Low Income Units or Low Income Units. A decision by the Holders on such a request shall take into consideration the financial viability of the Property and shall be made in the sole reasonable discretion of the Participating Lenders who have required such Extremely Low Income Units, as shown on Exhibit C. As of the date hereof, the Property also has or is expected to have the benefit of a contract for 4 project-based vouchers under Section 811 of the National Affordable Housing Act of 1990, as amended (the "Section 811 Contract"). If during the Term of the Section 811 Contract, the Section 811 Contract is not renewed at the end of its term or is terminated or otherwise is no longer in full force and effect, the Holders will consider a request by the Grantor to modify the mix of Restricted Units by converting Extremely Low Income Units to Very Low Income Units or Low Income Units. A decision by the Holders on such a request shall take into consideration the financial viability of the Property and shall be made in the sole reasonable discretion of the Participating Lenders who have required such Extremely Low Income Units, as shown on Exhibit C. The Property also shall include at least two (2) Units accessible to individuals with mobility impairments and at least one (1) additional Units accessible to individuals with sensory impairments. Each Unit shall contain complete facilities for living, sleeping, eating, cooking and sanitation that are to be used on other than a transient basis. Each Unit shall meet the housing quality standards set forth in the regulations of HUD at 24 C.F.R. §982.401 or any successor thereto, the accessibility requirements at 24 C.F.R. Part 8 or any successor thereto (which implement Section 504 of the Rehabilitation Act of 1973), and, if applicable, the design and construction requirements of 24 C.F.R. §100.205 or any successor thereto (which implement the Fair Housing Act). The Restricted Units shall be dispersed evenly throughout the buildings comprising the Improvements. Throughout the term hereof, the Grantor shall maintain the Property and the Improvements in good, safe and habitable condition in all respects and in full compliance with all applicable laws, by-laws, rules and regulations of any governmental (or quasi-governmental) body with jurisdiction over matters concerning the condition of the Property.

3. Occupancy Restrictions. The following restrictions shall apply during the period commencing with the first date on which any Units are occupied and continuing for the balance of the term of this Restriction, subject always to any applicable rent restrictions of the federal low-income housing tax credit program under Section 42 of the Internal Revenue Code of 1986, as amended, and any provision herein that conflicts with the requirements of the federal low-income



housing tax credit program shall be suspended so long as the restrictions under the federal low income housing tax credit program are in effect.

A. Low Income Units. At least 30 of the Units of the types shown on Exhibit C attached hereto shall be leased exclusively to Low Income Families ("Low Income Units"). With respect to each Low Income Unit designated as a HOME Assisted Unit, the monthly rent charged to a Family occupying such HOME Assisted Unit shall not exceed the lesser of Fair Market Rent or an amount equal to (x) one-twelfth of thirty percent (30%) of sixty-five percent (65%) of the Bedroom Adjusted AMI, minus (y) if applicable, an allowance established by the Holders for any utilities and services (excluding telephone) to be paid by the occupying Family or (z) the comparable market rent for the Family's Unit. With respect to each Low Income Unit that is not a HOME Assisted Unit, the monthly rent charged to a Family occupying a Low Income Unit shall be one-twelfth of thirty percent (30%) of sixty percent (60%) of the Bedroom Adjusted AMI, minus (y) if applicable, an allowance established by the Holders for any utilities and services (excluding telephone) to be paid by the occupying Family. A Family who resides in a Restricted Unit, who qualified as a Low Income Family at the time of such Family's initial occupancy at the Property and whose Household Income exceeds sixty percent (60%), but does not exceed eighty percent (80%) of the Family-size Adjusted AMI, shall continue to be treated as a Low Income Family and the foregoing maximum rent shall continue to apply to such Family. A Family who resides in a Restricted Unit, who qualified as a Low Income Family at the time of such Family's initial occupancy at the Property and whose Household Income exceeds eighty percent (80%) of the Family-size Adjusted AMI, shall, from and after the expiration of the then-current term of such Family's lease, no longer be treated as an income-qualified Family and must pay as monthly rent the Over-income Rent.

B. Extremely Low Income Units. At least 10 of the Units of the types shown on Exhibit C attached hereto shall be leased exclusively to Extremely Low Income Families ("Extremely Low Income Units"). The monthly rent charged to a Family occupying an Extremely Low Income Unit shall be one-twelfth of thirty percent (30%) of thirty percent (30%) of the Bedroom Adjusted AMI, minus, if applicable, an allowance established by the Holders for any utilities and services (excluding telephone) to be paid by the occupying Family. A Family who resides in a Restricted Unit, who qualified as an Extremely Low Income Family at the time of such Family's initial occupancy at the Property and whose Household Income exceeds thirty percent (30%), but does not exceed fifty percent (50%) of the Family-size Adjusted AMI, shall continue to be treated as an Extremely Low Income Family but, from and after the expiration of the then-current term of such Family's lease, must pay as monthly rent the Over-income Rent. A Family who resides in a Restricted Unit, who qualified as an Extremely Low Income Family at the time of such Family's initial occupancy at the Property and whose Household Income exceeds fifty percent (50%), but does not exceed eighty percent (80%), of the Family-size Adjusted AMI, shall, from and after the expiration of the then-current term of such Family's lease, be treated as a Low Income Family and must pay as monthly rent the lesser of (x) the maximum amount payable by the Family under the laws of the municipality in which the Property is located or of The Commonwealth of Massachusetts, (y) one-twelfth of thirty percent (30%) of sixty percent (60%) of the Bedroom Adjusted AMI (minus, if applicable, an allowance established by the Holders for

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any utilities and services [excluding telephone] to be paid by the occupying Family) A Family who resides in a Restricted Unit, who qualified as an Extremely Low Income Family at the time of such Family's initial occupancy at the Property and whose Household Income exceeds eighty percent (80%) of the Family-size Adjusted AMI, shall, from and after the expiration of the then-current term of such Family's lease, no longer be treated as an income-qualified Family and must pay as monthly rent the Over-income Rent.

- C. HERA Rent.** Notwithstanding the foregoing, the Borrower shall be permitted to increase the rents to those permitted under Section 3009(a)(E)(i) of the Housing and Economic Recovery Act of 2008 (Public Law 110-289) ("HERA"), even if such rents would be above those that would otherwise be permitted under the above provisions.
- D. MHP First Mortgage Affordability Requirements.** In order to satisfy the affordability requirements of the MHP first mortgage loan at least sixteen of the total Units shall be Low Income Units.
- E. Applicable Lease Term, Change of Status.** References in the foregoing provisions of the "then-current term of such Family's lease" shall refer to the term of the lease or occupancy agreement in effect on the date of the required delivery of the income certification that reflects (or that, if duly delivered, would have reflected) the applicable increase in such Family's income. If, with the Holders' consent, the Grantor does not require that a lease be signed for a Restricted Unit (e.g., a property providing short-term transitional housing), the provisions set forth above shall apply, except that the applicable date on which a Family's income-qualified status and/or applicable rent restriction is modified shall be the first day of the month that is at least thirty (30) days following the date of the required delivery of the income certification that reflects (or that, if duly delivered, would have reflected) the applicable increase in such Family's income.
- F. Federal or State Rental Subsidy.** Except with respect to HOME Assisted Units, if a Restricted Unit or the Family occupying such Unit receives federal or state rental subsidy, then the Family's contribution towards rent shall be the contribution allowable under the federal or state rental subsidy program and the maximum rent (i.e., tenant contribution plus rental subsidy) shall be the rent allowable under the federal or state rental subsidy program. In the case of HOME Assisted Units, if a Restricted Unit receives federal or state project-based rental subsidy and the occupying Family qualifies as a Very Low Income Family and pays as a contribution towards rent not more than thirty percent (30%) of one-twelfth of the Family's Household Income, then the maximum rent (i.e., tenant contribution plus rental subsidy) shall be the rent allowable under the federal or state rental subsidy program.
- G. Next Available Unit Rule.** If at any time fewer than the required number of Units are leased, rented or occupied by Extremely Low Income Families, the next available Units shall all be leased, rented or otherwise made available to Extremely Low Income Families until the required number of Units occupied by Extremely Low Income Families is again obtained. Subject to the foregoing, available Units shall be leased, rented or otherwise made available to Low Income Families. The foregoing provisions shall be applied so as to maintain a mix

of Restricted Units that is comparable in size, features and number of bedrooms to the originally designated Restricted Units (i.e., a Unit will not be considered an available Unit for purposes of this Paragraph if classification of such Unit as a Restricted Unit would cause the then current mix of Restricted Units to no longer be comparable to the original mix of Restricted Units described in Section 2 above and as shown on Exhibit C).

H. CBH Rents. Notwithstanding the foregoing, a PCE occupying a Restricted Unit shall not be required to pay as a contribution towards rent more than (x) one-twelfth of thirty-five percent (35%) of the greater of (i) the PCE's Household Income as recertified annually and (ii) thirty percent (30%) of the Bedroom Adjusted AMI, minus (y) if applicable, an allowance established by the Holders for any utilities and services (excluding telephone) to be paid by the PCE.

I. Persons Certified Eligible. If at any time fewer than two (2) Units at the Property are leased, rented or occupied by PCEs, then the Grantor shall immediately notify EOHHS of the shortfall in PCEs at the Property (a "CBH Unit Shortfall"). At any time when there is a CBH Unit Shortfall at the Property, the Grantor shall notify EOHHS of each vacancy of a Restricted Unit at the Property, including the vacancy that gave rise to the CBH Unit Shortfall (a "Vacancy Notice") and each such Unit shall be made available for leasing to a PCE until the required number of Units occupied by PCEs is again obtained. Upon receipt of a Vacancy Notice, EOHHS shall refer to the Grantor a PCE for whom the Unit is appropriate, taking into account the number of bedrooms and the accessibility or adaptability of such Unit. Grantor shall not refuse to accept a PCE as a tenant on the grounds that such PCE's income is inadequate. If EOHHS does not refer a PCE within 60 days after receipt of a Vacancy Notice, the Unit that was the subject of the Vacancy Notice may be re-rented by the Grantor to an income-qualified Family who is not a PCE. If at any time either (x) EOHHS is no longer able or willing to refer PCEs to the Property because of a change in CBH program needs with respect to the Property, (y) EOHHS fails to refer a PCE to the Grantor in response to two Vacancy Notices within a one-year period or (z) a CBH Unit Shortfall exists at the Property for a one-year period, the Grantor will promptly notify CEDAC. In such event, the Grantor and CEDAC will meet and consult in good faith with EOHHS to address such situation and, if appropriate, to identify an appropriate eligible population acceptable to CEDAC for such Units, consistent with the then applicable CBH Regulations and CBH Guidelines.

4. Rent Schedule. Except as is set forth in Sections 3.A., 3.B., 3.C., 3.F and 3.H., projected initial monthly maximum rents including utilities for all Restricted Units shall be as set forth in Exhibit B and Exhibit B-1 attached hereto. If permitted maximum rents and utility allowances as reflected in the annual schedule of rents and utility allowances issued by DHCD increase prior to initial occupancy of the Project, the initial monthly maximum rents and utility allowances shall be as set forth in the latest schedule issued by DHCD. Notwithstanding the rent restrictions set forth in Section 3 above, the maximum monthly rent permitted to be charged for a Restricted Unit at any particular income level is not required to be lower than the maximum rent applicable at such income level pursuant to Exhibit B and Exhibit B-1 or such higher initial maximum rent applicable at such income level pursuant to the immediately preceding sentence, regardless of changes in fair market rents or in median income over time (subject only to the restrictions applicable in the event of any federal or state subsidy, as set forth in Section 3 above). Rents for Restricted Units shall not be

increased above applicable maximums without all Holders' prior written approval of a specific request by the Grantor for a rent increase. In particular, the Grantor shall participate in and abide by the annual HOME Program rent approval process. Notwithstanding the foregoing, rent increases shall be subject to the provisions of outstanding leases and shall not be implemented without at least thirty (30) days' prior written notice by the Grantor to all affected Residents and notwithstanding any provision in a lease or occupancy agreement to the contrary, in the event of any increase in the rent payable by such Residents in connection with an increase in the income of such Residents, consistent with the terms hereof, the Residents shall have the right to terminate their lease or occupancy agreement by written notice to the Grantor delivered within such thirty-day period.

5. Resident Selection.

A. Nondiscrimination. The Grantor shall not discriminate on the basis of race, religious creed, color, sex, age, marital status, sexual orientation (which shall not include persons whose sexual orientation involves minor children as the sex object), gender identity, genetic information, veteran status, membership in the armed forces, ancestry, national origin, handicap, blindness, hearing impairment, or because a person possesses a trained guide dog as a consequence of blindness, hearing impairment or other handicap of such person or any other basis prohibited by law in the lease, use and occupancy of the Units or in connection with the employment or application for employment of persons for the operation and management of the Units. The Grantor shall not discriminate against, or refuse to lease, rent or otherwise make available the Units to, a holder of a certificate or voucher under the Federal Rental Certificate Program or the Federal Rental Voucher Program or a holder of a comparable document evidencing participation in a HOME Program tenant-based assistance program because of the status of the prospective tenant as a holder of such certificate, voucher or comparable HOME Program tenant-based assistance document.

B. Selection Policies. The Grantor shall adopt and submit to the Holders for approval resident selection policies and criteria for the Restricted Units that:

- (i) Are consistent with the purpose of providing housing for a Low Income Family or an Extremely Low Income Family, as defined below and required herein;
- (ii) Are reasonably related to eligibility of prospective tenants under the Programs and to the prospective tenants' ability to perform the obligations of the Grantor's form lease; and
- (iii) Provide for (x) the selection of Residents from a written waiting list in the chronological order of their application, insofar as practicable, and (y) the prompt written notification to any rejected applicant of the grounds for any rejection.

The Grantor shall also provide the Holders with an affirmative marketing plan acceptable to all Holders. The affirmative marketing plan must comply with all applicable statutes, regulations and executive orders, with all Holders' affirmative marketing requirements and with DHCD's directives reflecting the agreement between DHCD and HUD in the case of NAACP, Boston Chapter v. Kemp. The approved marketing plan and the approved resident selection policies



and criteria shall be adhered to in every respect and any changes thereto shall be subject to the prior written approval of the Holders. The Grantor shall list vacancies in Restricted Units in the MassAccess Housing Registry at <http://www.massaccesshousingregistry.org>.

6. Lease Form. The Grantor shall not include in any lease for a Restricted Unit any of the following provisions:

- A.** Agreement by the tenant to be sued, to admit guilt or to a judgment in favor of the Grantor in a lawsuit brought in connection with the lease.
- B.** Agreement by the tenant that the Grantor may take, hold, or sell personal property of household members without notice to the tenant and a court decision on the rights of the parties. This prohibition, however, does not apply to an agreement by the tenant concerning disposition of personal property remaining in the Unit after the tenant has moved out of the Unit. The Grantor may dispose of such personal property in accordance with state law.
- C.** Agreement by the tenant not to hold the Grantor or the Grantor's agents legally responsible for any action or failure to act, whether intentional or negligent.
- D.** Agreement of the tenant that the Grantor may institute a lawsuit without notice to the tenant.
- E.** Agreement by the tenant that the Grantor may evict the tenant or household members without instituting a civil court proceeding in which the tenant has the opportunity to present a defense, or before a court decision on the rights of the parties.
- F.** Agreement by the tenant to waive any right to a trial by jury.
- G.** Agreement by the tenant to waive the tenant's right to appeal, or to otherwise challenge in court, a court decision in connection with the lease.
- H.** Agreement by the tenant to pay attorney's fees or other legal costs even if the tenant wins in a court proceeding by the Grantor against the tenant. The tenant, however, may be obligated to pay costs if the tenant loses.

All leases for Restricted Units shall be consistent with the requirements set forth herein, shall be on a form reasonably approved by the Holders, shall be for terms of not less than one (1) year (unless a shorter term is specified by mutual agreement between the Resident and the Grantor, subject to the Holders' program requirements) and shall require tenants to provide information required for the Grantor to meet its reporting requirements hereunder. The Grantor may not terminate the tenancy or refuse to renew the lease of an occupant of a Restricted Unit except (i) for serious or repeated violation of the terms and conditions of the lease; (ii) for violations of applicable federal, state or local law; (iii) for completion of the tenancy period for transitional housing; or (iv) for other good cause. Any termination or refusal to renew must be preceded by not less than thirty (30) days by the Grantor's service on the tenant of a written notice specifying the grounds for the action.

7. Transfer Restrictions. The Grantor shall not sell, transfer, convey, rent (except for leases or occupancy agreements made in connection with the Permitted Uses that are substantially in the form approved by the Holders), encumber as security for financing, or in any other way exchange all or any portion of the Property nor shall the Grantor permit the sale, transfer or pledge of any

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direct or indirect interests in the Grantor, without the express written permission of the Holders. For purposes of the foregoing sentence, a withdrawal by the investor member of Grantor shall be deemed to be a transfer of an interest in the Grantor. Without limiting the generality of the foregoing, the Permitted Encumbrances are hereby approved by the Holders. Any sale, transfer or other disposition (each, a "transfer") of all or any part of the Property shall further be subject to the Purchase Option and the First Refusal Right described below, and to such further terms and conditions with respect thereto as may be set forth in the CBH Statute, the CBH Regulations, and the CBH Guidelines. Upon request by the Grantor, DHCD shall sign a certificate, in form and substance reasonably acceptable to DHCD, stating whether, as of a specified date, any Purchase Option or First Refusal Right in favor of DHCD remains in effect, or has been exercised, terminated, waived or assigned, and otherwise conforming with the certification requirements described below. No transfer of all or any part of the Property to any party other than DHCD or its assignee shall be consummated unless and until (i) the period for the exercise of all Purchase Options and/or First Refusal Rights, as applicable, shall have expired without DHCD's exercise of rights thereunder or (ii) DHCD shall have unconditionally waived its rights thereunder in writing. Notwithstanding the foregoing: (i) the investor member interest of Grantor held by Massachusetts Housing Equity Fund XXV LLC and Massachusetts Housing Equity Fund XXVI LLC (together, the "Investor") may be transferred to an entity in which the Investor or an affiliate of the Investor is the general partner or managing member, provided that the Holders receive notice of such transfer and (ii) the Investor may remove and replace the manager of the Grantor in accordance with the provisions of the Grantor's operating agreement upon the consent of the Holders, which consent will not be unreasonably withheld, conditioned or delayed. In connection with any transfer requiring the consent of the Holders, the Grantor shall provide such information to the Holders as the Holders may reasonably request, shall pay a fee to DHCD pursuant to DHCD's then-current fee schedule and shall pay all legal fees incurred by the Holders in connection with such transfer request.

8. CBH Purchase Option.

- A.** After the thirtieth anniversary of the date hereof, DHCD shall have the right to purchase the Grantor's interest in the CBH Units from the Grantor, at a price equal to the then-current appraised value of the CBH Units, less the total outstanding balance, at the time of such purchase, of all principal, interest and any other charges payable under the CBH Loan, and any and all other outstanding obligations of the Grantor with respect thereto (the "CBH Purchase Option"), by delivering to the Grantor and recording with the Registry of Deeds written notice of its election to exercise the CBH Purchase Option by or before the date that is one hundred twenty (120) days after the expiration of the thirtieth anniversary of the date hereof (the "Option Exercise Deadline"). If DHCD shall have failed to deliver such written notice of its election to exercise the CBH Purchase Option to the Grantor by the Option Exercise Deadline, DHCD shall be deemed to have unconditionally waived the CBH Purchase Option, and the CBH Purchase Option shall automatically terminate, and shall have no further force or effect.
- B.** DHCD shall have the right at any time to assign its rights under this CBH Purchase Option to a qualified developer selected by DHCD in accordance with the CBH Statute and CBH Regulations, and effective as of any such assignment, all rights and obligations of DHCD

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with respect to such CBH Purchase Option shall automatically be deemed to apply to such assignee, and all references to "DHCD" in this Section shall automatically be deemed to refer to such assignee (except to the extent a provision explicitly provides otherwise). So long as the Grantor is not in default under the CBH Loan or hereunder, the Sponsor shall have the right to match the best offer received by DHCD from a qualified developer to become DHCD's assignee.

- C.** Promptly upon request by DHCD at any time or from time to time, either before the Option Exercise Deadline or after DHCD's exercise of the CBH Purchase Option, the Grantor shall provide DHCD with a copy of, or otherwise make available for DHCD's review at a mutually convenient time and location, any and all material owned by or readily available to the Grantor that an unrelated third-party potential buyer would reasonably request in connection with its due diligence for the acquisition of the CBH Units, including, by way of example but not of limitation, deeds, title insurance policies, appraisals, studies, reports, and other materials relating to the CBH Units and/or any encumbrance(s) subject to which the CBH Units is to be conveyed, or otherwise reasonably necessary or appropriate for DHCD to review in connection with its exercise of the CBH Purchase Option.
- D.** The appraised value of the CBH Units shall be determined at DHCD's request by the method specified in the CBH Statute (as may be more fully described in the CBH Regulations) and in accordance with DHCD policies, and the costs of the appraisers shall be shared equally by DHCD and the Grantor (unless the CBH Regulations provide otherwise). Notwithstanding anything to the contrary contained in this Restriction, the Grantor shall not be required to use its own funds to repay the pro rata share (based on proportion that the CBH Units represent of the total Units at the Property) of any debt secured by the Property that is attributable to the CBH Units in the event the appraised value of the CBH Units is less than the pro rata share of all permitted debt secured by the Property attributable to the CBH Units.
- E.** The closing for the sale of the CBH Units to DHCD shall take place in accordance with applicable provisions of the CBH Regulations, by or before the date that is one hundred twenty (120) days after the Option Exercise Deadline (i.e., on or before the date that is two hundred forty (240) days after the thirtieth anniversary of the date hereof), by the close of the business day, at the Registry of Deeds; provided, however, that if DHCD reasonably determines additional time is necessary to effect the closing due to delays of the Grantor in providing DHCD with the due diligence material described above or any other failure by the Grantor fully to cooperate with preparations for the sale, the closing date may be extended to a date reasonably determined by DHCD as necessary to redress the delays caused by the Grantor, which shall be specified in a written notice from DHCD setting forth the reasons for such extension, delivered to the Grantor by or before the date originally scheduled for the closing. The parties may also mutually agree to extend the date of the closing by written instrument.
- F.** If the CBH Units are less than all of the Units at the Property, Grantor shall be responsible for either subdividing the CBH Units from the balance of the Units or creating a condominium at the Property in which the CBH Units will be a separate condominium unit. In the latter

case, the condominium documents governing such condominium shall be subject to the approval of DHCD in its sole discretion.

- G. The transfer to DHCD pursuant to the CBH Purchase Option shall be subject to such other requirements as may be more fully described in the CBH Regulations consistent with the CBH Statute. Adjustments in the purchase price for recording fees, deed stamps and other charges shall be made, and any other issues associated with the transfer shall be resolved, in accordance with standard conveyancing practice in The Commonwealth of Massachusetts. If either party so desires, the parties shall enter into a purchase and sale agreement memorializing the terms of the sale, consistent with the terms hereof and of the CBH Statute; provided, however, that the CBH Purchase Option shall be binding regardless of whether the parties execute a purchase and sale agreement. Notwithstanding any other provision hereof to the contrary, if, after delivering notice of its intention to exercise the CBH Purchase Option, DHCD determines, in its sole discretion, that it is not in the best interests of DHCD to effect the purchase, DHCD may terminate the CBH Purchase Option at any time, upon written notice to the Grantor recorded with the Registry of Deeds; provided, however, that such termination right shall apply to DHCD only and not to any assignee.
- H. Concurrently with its acquisition of the CBH Units, DHCD shall cause to be recorded with the Registry of Deeds an affordable housing restriction, in compliance with the CBH Statute and any other applicable statutory requirements for the same (and, in the case of an assignee, in form acceptable to DHCD, in its discretion), which shall require that the CBH Units shall be used only for the purposes of preserving or providing CBH Community-based Housing or CBH Supportive Housing thereon, which housing shall remain affordable for a period of not less than forty (40) years

9. CBH First Refusal Right.

- A. If the Grantor intends at any time or from time to time prior to DHCD's exercise (or unconditional waiver) of the CBH Purchase Option, as described above, to transfer all or some of the CBH Units, including a sale of any part of its interest in the Property that includes all or some of the CBH Units, and the Grantor receives a bona fide offer for such transfer that the Grantor desires to accept (each, an "Offer"), the Grantor shall promptly deliver to DHCD written notice of the same (which shall not be deemed to have been duly delivered to DHCD unless it contains a copy of clause C. below), together with a copy of such Offer (the "Offer Notice"). The Grantor shall provide DHCD with such reasonable evidence as DHCD may require to satisfy DHCD as to the bona fide nature of the Offer. For purposes of this Section, a purchase by the Sponsor shall not be considered an Offer that triggers the CBH First Refusal Right. A transfer of a member interest in the Grantor shall be considered an Offer that triggers the CBH First Refusal Right if (x) such member interest is all or substantially all of the non-managing member interests in the Grantor (except for transfers to affiliates of the member) and (y) such transfer takes place within one year of a transfer of a managing member interest in the Grantor or of a controlling interest in a managing member of the Grantor to the transferee of the member interest or an affiliate of such transferee, provided that a removal of a managing member by a member pursuant to a removal provision in the operating agreement of the Grantor and the substitution of a new managing member that is an affiliate of such

member shall not constitute a transfer of a managing member interest for purposes of this clause. If the Offer also relates to a portion or portions of the Property other than CBH Units, Grantor shall also indicate the portion of the overall purchase price attributable to CBH Units, which shall equal a pro rata portion of the overall purchase price based on the proportion that CBH Units represent of the total Units being sold.

- B.** DHCD shall have the right to purchase the Grantor's interest in the CBH Units (or the portion(s) thereof to which the Offer relates), at the same price (or pro rata portion thereof) and on the same terms set forth in such Offer (the "CBH First Refusal Right"), by delivering to the Grantor and recording with the Registry of Deeds written notice of its election to exercise such CBH First Refusal Right, in accordance with the terms set forth below (the "Exercise Notice"), by or before the date that is one hundred twenty (120) days after DHCD's receipt of such Offer Notice (such 120-day period, the "CBH First Refusal Period"). If DHCD does not intend to exercise the CBH First Refusal Right, DHCD may, but shall have no obligation to, notify the Grantor in writing that the CBH First Refusal Right will not be exercised (a "Waiver Notice").
- C.** If, by the expiration of the CBH First Refusal Period with respect to an Offer, DHCD shall have failed to deliver to the Grantor an Exercise Notice or a Waiver Notice, DHCD shall be deemed to have waived its CBH First Refusal Right with respect to such Offer, subject to any revived CBH First Refusal Right with respect to a modified Offer, as described below. However, DHCD shall retain a CBH First Refusal Right for subsequent Offers and the CBH Purchase Option as described above, notwithstanding any prior actual or deemed waiver of the CBH First Refusal Right, or any intervening transfer of all or some of the CBH Units. The CBH First Refusal Right shall automatically expire upon the waiver, expiration or exercise of the CBH Purchase Option.
- D.** If any of the terms of an Offer shall be revised from the terms reflected in the Offer Notice in such a manner as to be materially more favorable to the buyer or if a closing pursuant to the Offer has not occurred on or before the date six months after the date of the Offer Notice but the Grantor desires to continue pursuing a sale pursuant to such Offer, the Grantor shall promptly deliver to DHCD an Offer Notice with respect to such revised or continued Offer (which shall not be deemed to have been duly delivered to DHCD unless it contains a copy of clause C. above), and DHCD shall have a new CBH First Refusal Right with respect to such modified or continued Offer. The CBH First Refusal Period for such new CBH First Refusal Right shall run for a period of one hundred twenty (120) days from the date of DHCD's receipt of the Offer Notice with respect to such revised or continued Offer.
- E.** DHCD shall have the right at any time to assign its rights under the CBH First Refusal Right to a qualified developer selected by DHCD in accordance with the CBH Statute and CBH Regulations and, effective as of any such assignment, the rights and obligations of DHCD with respect to such CBH First Refusal Right shall automatically be deemed to apply to such assignee, and all references to "DHCD" in this Section shall automatically be deemed to refer to such assignee (except to the extent a provision explicitly provides otherwise). DHCD shall provide written notice of any such assignment to the Grantor.



F. In accordance with the provisions of the CBH Statute:

- (i) An Offer Notice containing the required language as described above shall be deemed to have been duly delivered if sent by regular and certified mail, return receipt requested (or by such other method as may be authorized under the CBH Statute and CBH Regulations), addressed to DHCD (or to any assignee of DHCD, if DHCD has previously given the Grantor notice of such assignment, including the name and notice address of such assignee, in accordance with the notice provisions set forth herein) in the care of the keeper of records for DHCD, which for purposes hereof shall be deemed to be the General or Chief Counsel of DHCD (or in care of the keeper of records for such assignee of DHCD, as applicable).
- (ii) The Exercise Notice or Waiver Notice shall be duly signed by a designated representative of DHCD or of the assignee of DHCD, as the case may be, and (x) mailed to the Grantor by certified mail (or such other method as may be authorized under the CBH Statute) at the notice address set forth in the Offer Notice and (y) recorded with the Registry of Deeds by the expiration of the CBH First Refusal Period. If DHCD shall have assigned the CBH First Refusal Right to a qualified developer prior to delivery of the Exercise Notice, the Exercise Notice shall include the name and address of such assignee and the terms and conditions of such assignment.
- (iii) An affidavit acknowledged by a notary public that DHCD or its designated representative has mailed an Exercise Notice or a Waiver Notice (the "Affidavit") shall conclusively establish the manner and time of the giving of such notice. Any Affidavit may be recorded with the Registry of Deeds by either party. Each Affidavit shall have attached to it a copy of the Offer Notice to which it relates.
- (iv) Each Offer Notice, Exercise Notice and Waiver Notice shall contain the name of the record owner of the Property and a description of the CBH Units to be transferred, in form adequate to identify the same.

G. The closing for the sale of the CBH Units (or, if applicable, the CBH Units that are the subject of the Offer) to DHCD shall take place in accordance with applicable provisions of the CBH Regulations, by or before the date that is one hundred twenty (120) days after the expiration of the CBH First Refusal Period (i.e., on or before the date that is two hundred forty (240) days after DHCD's receipt of the relevant Offer Notice), by the close of the business day, at the Registry of Deeds (such date, the "Closing Deadline"); provided, however, that if DHCD reasonably determines additional time is necessary to effect the closing, due to delays of the Grantor in providing DHCD with the due diligence material described below or any other failure by the Grantor fully to cooperate with preparations for the sale, the Closing Deadline may be extended to a date reasonably determined by DHCD as necessary to redress the delays caused by the Grantor, which shall be specified in a written notice from DHCD setting forth the reasons for such extension, delivered to the Grantor and recorded with the Registry of Deeds, by or before the date originally scheduled for the closing. The parties may also mutually agree to extend the Closing Deadline, by written instrument; provided, however, that in such event, the parties shall execute an instrument reflecting such extension, which

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shall be recorded with the Registry of Deeds by or before the date originally scheduled for the closing.

- H.** Concurrently with the delivery of the Offer Notice, the Grantor shall provide DHCD with a copy of, or otherwise make available for DHCD's review at a mutually convenient time and location, all material relating to the CBH Units (or the CBH Units that are the subject of the Offer) and/or the proposed sale, transfer, or other disposition thereof that has been made available to the party making the Offer, and shall thereafter promptly make available to DHCD any additional material made available to such party. Promptly upon any request therefor by DHCD, the Grantor shall provide DHCD with a copy of, or otherwise make available for DHCD's review at a mutually convenient time and location, any and all other material owned by or readily available to the Grantor that an unrelated third-party buyer would reasonably request in connection with its due diligence for an acquisition of such CBH Units, including, by way of example but not of limitation, deeds, title insurance policies, appraisals, studies, reports, or other materials relating to such CBH Units and/or any encumbrance(s) subject to which the CBH Units are to be conveyed, or otherwise reasonably necessary or appropriate for DHCD to review in connection with its exercise of the CBH First Refusal Right.
- I.** The transfer to DHCD pursuant to the CBH First Refusal Right shall be subject to such other requirements as may be more fully described in the CBH Regulations consistent with the CBH Statute. Adjustments in the purchase price for recording fees, deed excise stamp taxes and other charges shall be made, and any other issues associated with the transfer shall be resolved, in accordance with standard conveyancing practice in The Commonwealth of Massachusetts. If either party so desires, the parties shall enter into a purchase and sale agreement memorializing the terms of the sale, consistent with the terms hereof and of the CBH Statute; provided, however, that the CBH First Refusal Right shall be binding regardless of whether the parties execute a purchase and sale agreement. Notwithstanding any other provision hereof to the contrary, if, after delivering notice of its intention to exercise the CBH First Refusal Right, DHCD determines, in its sole discretion, that it is not in the best interests of DHCD to effect the purchase, DHCD may terminate the CBH First Refusal Right at any time, upon written notice delivered to the Grantor and recorded with the Registry of Deeds; provided, however, that such termination right shall apply to DHCD only, and not to any assignee. If DHCD exercises such termination right or if either DHCD or its assignee (other than the Sponsor) fails to perform hereunder on or before the Closing Deadline through no fault of the Grantor, then the CBH First Refusal Right shall lapse and be of no further force or effect.
- J.** If the CBH Units are less than all of the Units at the Property and if the Offer also relates to a portion or portions of the Property other than CBH Units, Grantor shall be responsible for either subdividing the relevant CBH Units from the balance of the Units or creating a condominium at the Property in which the relevant CBH Units will be a separate condominium unit. In the latter case, the condominium documents governing such condominium shall be subject to the approval of DHCD in its sole discretion.

K. Concurrently with its acquisition of the Property, DHCD shall cause to be recorded with the Registry of Deeds an affordable housing restriction, in compliance with the CBH Statute and any other applicable statutory requirements for the same (and, in the case of an assignee, in form acceptable to DHCD, in its discretion), which shall require that such Property shall be used only for the purposes of preserving or providing affordable housing thereon, which housing shall remain affordable for a period of not less than forty (40) years.

10. Term of Restrictions; Covenants to Run with Land. The term of this Restriction shall be perpetual. The "Option Term" shall be the period from the fiftieth anniversary of the date hereof through the Option Exercise Deadline (as defined in Section [Error! Reference source not found.8](#) above) plus any additional period necessary for the consummation of a purchase of the Property under either the Purchase Option or the First Refusal Right described above, if applicable. Notwithstanding any provision to the contrary herein or in any of the other Loan Documents, this Restriction shall remain in full force for the full term set forth herein including any extension, notwithstanding any prepayment of the Loan. The restrictions contained herein shall run with the land, shall bind the successors and assigns of the Grantor, and shall inure to the benefit of the Holders and their successors and assigns as permitted herein. Notwithstanding the foregoing, at the end of the term of affordability for a particular program, as set forth on [Exhibit C](#), as it may have been extended, provided that all obligations under the loan provided by such Program have been satisfied in full at that time, as determined by the appropriate Holder, the Grantor may request that the Holders modify this Restriction to eliminate the requirements imposed by or otherwise relating to such Program set forth in this Restriction. The parties shall cooperate to prepare an appropriate amendment to this Restriction, which amendment shall be duly recorded with the Registry of Deeds by the Grantor at its cost and expense. Notwithstanding the foregoing, this Restriction shall not expire until the recording in the Registry of Deeds of a written determination by the Secretary of EOHHS, that there is no longer a need to maintain and use the Property as CBH Community-based Housing.

11. Subsequent Conveyances. Each and every contract, deed or other instrument hereafter executed conveying the Property or portion thereof shall expressly provide that such conveyance is subject to this Restriction, provided, however, that the covenants contained herein shall survive and be effective regardless of whether such contract, deed or other instrument hereafter executed conveying the Property or portion thereof provides that such conveyance is subject to this Restriction.

12. Income Verification. The Grantor represents, warrants and covenants that the determination of whether a Family occupying a Restricted Unit meets the income requirements set forth herein shall be made by the Grantor at the time of leasing of a Restricted Unit and thereafter at least annually on the basis of the current income of such Family. In initially verifying a Family's income, the Grantor shall examine the source documents evidencing annual income (e.g., wage statements, interest statements, unemployment compensation statements) for the Family.

13. Reporting Requirements.

A. DHCD Web-Based Report. Annually, no later than September 30, Grantor shall submit to DHCD, via the web-based annual reporting system located at

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<https://hedhsgdevannualreport.azurewebsites.net>, or as otherwise instructed, an annual report consisting of all data required by DHCD regulations at 760 CMR 61.00 promulgated pursuant to Chapter 334 of the Acts of 2006 and all applicable DHCD directives, guidelines and forms as may be amended from time to time. The Grantor shall collect said data for the express purpose of reporting to DHCD, and the collection and reporting of said data shall comply with said regulations, directives, guidelines and forms.

B. Annual Report. Annually, no later than September 30, Grantor shall submit to each Holder an annual report consisting of the following:

- (i) Annual adjusted income of each Family occupying a Restricted Unit.
- (ii) Monthly gross rents (rents plus utility allowances, if applicable) for all Restricted Units, such rents to be consistent with the schedule of maximum rents published annually by DHCD. The rent schedule shall include the maximum rents applicable to Restricted Units under Section 3 as well as the actual rents to be charged to over-income Families under Section 3.
- (iii) The Grantor's certification, made to the best knowledge and belief of the officer or individual signing such certification, that:
 - (a) The Property continues to be used for the Permitted Uses.
 - (b) The Property continues to contain the required number of Low Income Units and Extremely Low Income Units and to comply with the rent and other restrictions applicable to such Restricted Units.
 - (c) Grantor has not transferred, pledged or encumbered any interest in the Property, except as specifically provided in, and in accordance and compliance with the terms of, this Restriction.
 - (d) Grantor has caused the Property to be maintained in a manner consistent with the Statutes, Regulations and Guidelines and no children under six years old reside in or occupy the Property within the meaning of the Lead Paint Law or, if such children do reside in or occupy the Property, that the Property is in compliance with the Lead Paint Law.
 - (e) The information submitted pursuant to this Paragraph B is true and accurate.

C. Confidentiality. The Holders and the Grantor shall treat as confidential any of the foregoing information relating to a specific Resident or Unit in compliance with all applicable state and federal statutes and regulations, including M.G.L. c. 66A, and shall implement adequate systems and procedures for maintaining the confidentiality of such information (but the Holders and the Grantor may release general statistical and other information about the Property, so long as the privacy rights and interests of the individual Residents are protected). The Holders and the Grantor shall not use any of the foregoing information in Paragraph A.(iii) for any purpose described in Section 603(d)(1) of the federal Fair Credit Reporting Act (15 U.S.C. § 1681a(d)(1)) or in any manner that would cause a Holder or Grantor to be considered a "consumer reporting agency" under Section 603(f) of the federal Fair Credit Reporting Act (15 U.S.C. § 1681a(f)).

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D. Additional Reports. Grantor shall prepare and submit to the Holders such additional reports as any Holder may deem necessary to ensure compliance with the requirements of this Restriction and of the Programs.

E. Records. The Grantor shall maintain as part of its records (i) copies of all leases of Restricted Units; (ii) all initial and annual income certifications by Residents of Restricted Units and (iii) such additional records as any Holder may deem necessary to ensure compliance with the requirements of this Restriction and of the Programs.

F. Additional Reporting Requirements. Additional reporting requirements are stipulated in the Loan Agreement.

14. No Demolition. The Grantor shall not demolish any part of the Improvements or substantially subtract from any real or personal property included within the Property except in conjunction with renovation or rehabilitation of the Units or construction of a new project on the Property, in either case subject to the prior written consent of all Holders, which consent may be granted or withheld in a Holder's sole judgment.

15. Casualty. The Grantor represents, warrants and agrees that if the Property, or any part thereof, shall be damaged or destroyed, the Grantor (subject to the approval of the lender(s) providing financing) will use its best efforts to repair and restore the Units to substantially the same condition as existed prior to the event causing such damage or destruction, and the Grantor represents, warrants and agrees that the Units shall thereafter continue to operate in accordance with the terms of this Restriction.

16. Inspection. The Grantor hereby grants to each Holder and its duly authorized representatives the right to enter the Property (a) at reasonable times and in a reasonable manner for the purpose of inspecting the Property to determine compliance with this Restriction or any other agreement between the Grantor and such Holder and (b) after thirty (30) days' prior written notice, to take any reasonable and appropriate action under the circumstances to cure any violation of the provisions of this Restriction. The notice referred to in clause (b) shall include a clear description of the course and approximate cost of the proposed cure.

17. Enforcement. Upon violation by the Grantor of any of the provisions of this Restriction that remains uncured for more than thirty (30) days after notice thereof from any Holder (or for such longer period not to exceed thirty (30) days as shall be reasonably required under the circumstances to cure such violation, provided that the Grantor has commenced the cure of such violation within the initial thirty (30) day period and is thereafter diligently pursuing the cure to completion), any Holder, at its option (without liability to any party for failure to do so), may apply to any court, state or federal, for specific performance of this Restriction or an injunction against any violation of this Restriction, or for such other relief as may be appropriate, since the injury arising from the default under any of the terms of this Restriction would be irreparable and the amount of damage would be difficult to ascertain and may not be compensable by money alone. In each such default notice, the Holder giving such notice shall specify the violation in question and the actions such Holder believes are necessary and feasible to remedy such violation. No waiver by a Holder of any breach of this Restriction shall be deemed a waiver of such breach by any other Holder or a waiver

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of any other or subsequent breach. No act or omission by any Holder, other than a writing signed by it waiving a breach by the Grantor in accordance with the next Section hereof, shall constitute a waiver thereof. Any Holder shall be entitled to recover from the Grantor all of such Holder's reasonable costs of an action for enforcement of this Restriction, including reasonable attorneys' fees (including the time of any in-house counsel of a Holder charged at the same rate as comparable outside attorneys). By its acceptance of this Restriction, no Holder undertakes any liability or obligation relating to the condition of the Property. Without limiting any other rights or remedies available to a Holder, any transfer of all or any other portion of the Property in violation of the provisions hereof, in the absence of a certification from all Holders approving, or waiving any restrictions with respect to, the same, all as set forth above, shall, to the maximum extent permitted by law, be voidable by any Holder, by suit in equity to enforce the restrictions hereof.

18. Compliance Certification. Upon written request therefor, a Holder shall provide a statement in form acceptable for recording certifying that the Grantor is in full compliance with the provisions hereof as relate to that Holder, provided such Holder believes that the Grantor is so in compliance. Upon receipt of a written request therefor, if a Holder shall believe that the Grantor is not so in compliance, such Holder shall provide such a recordable certification specifying in detail the section or sections hereof with which such Holder believes the Grantor not to be in compliance. Any third party dealing with the Grantor may rely for all purposes on the truth and completeness of such a certification of a Holder.

19. Senior Lender Foreclosure.

A. Notwithstanding anything herein to the contrary, but subject to the provisions of this Section, if the holder of record of a first mortgage granted to a state or national bank, state or federal savings and loan association, cooperative bank, mortgage company, trust company, insurance company or other institutional or governmental lender shall acquire the Property by reason of foreclosure or similar remedial action under the provisions of such mortgage or upon conveyance of the Property in lieu of foreclosure, and provided that the holder of such mortgage has given the Holders and the Secretary of EOHHS not less than sixty (60) days' prior written notice of its intention to foreclose upon its mortgage or to accept a conveyance of the Property in lieu of foreclosure to attempt to structure a workout or other arrangement to avoid such foreclosure, conveyance in lieu of foreclosure, or similar remedial action and the Secretary of EOHHS has failed within such sixty (60) days to locate a purchaser for the Property who is capable of operating the Property for the Permitted Uses subject to the provisions of this Restriction and who is reasonably acceptable to such mortgage holder, then except as provided below, the rights and restrictions herein contained shall not apply to such mortgage holder upon such acquisition of the Property or to any purchaser of the Property from such mortgage holder, and such Property shall, subject to Paragraph B. below, thereafter be free from all such rights and restrictions. The recording in the Registry of Deeds of a sworn affidavit by the foreclosing mortgagee certifying as to the failure of the Secretary of EOHHS to meet the foregoing deadline may be relied upon by any third party, provided that the foreclosure deed is recorded not more than six (6) months after the receipt by the Secretary of EOHHS of the foreclosure notice. Notwithstanding the foregoing, the rights and restrictions contained herein shall terminate only to the extent it

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is financially infeasible to maintain the level of affordability required by this Restriction or some lesser level of affordability (i.e., fewer Restricted Units or Restricted Units affordable to Families with higher Household Incomes than those required by this Restriction). "Financially infeasible" shall mean (i) with respect to the operation of the Property, that the rent and other income from the Property is, or is reasonably projected to be, less than the reasonable expenses required (or reasonably projected to be required) to maintain and operate the Property and (ii) with respect to a sale of the Property, that the restrictions would prevent (or be reasonably projected to prevent) the senior mortgage holder from recovering all amounts due and owing with respect to its financing of the Property, including without limitation, principal, interest, charges, costs, expenses, late fees and prepayment premiums. **Financial infeasibility shall be determined by the senior mortgage holder in its sole discretion after consultation with the Holders. The senior mortgage holder shall notify the Holders of the extent to which the rights and restrictions contained herein shall be terminated and the Grantor agrees to execute any documents required to modify this Restriction to conform to the senior mortgage holder's determination.** The Grantor hereby irrevocably appoints any senior mortgage holder and each of the Holders, its true and lawful attorney-in-fact, with full power of substitution, to execute, acknowledge and deliver any such documents on behalf of the Grantor should the Grantor fail or refuse to do so.

- B.** The rights and restrictions contained herein shall not lapse if the Property is acquired through foreclosure or deed in lieu of foreclosure by (i) the Grantor, (ii) any person with a direct or indirect financial interest in the Grantor, (iii) any person related to a person described in clause (ii) by blood, adoption or marriage, (iv) any person who is or at any time was a business associate of a person described in clause (ii), and (v) any entity in which any of the foregoing have a direct or indirect financial interest (each a "Related Party"). Furthermore, if the Property is subsequently acquired by a Related Party during the period in which this Restriction would have remained in effect but for the provisions of this Section, this Restriction shall be revived and shall apply to the Property as though it had never lapsed.
- C.** In the event such mortgage holder conducts a foreclosure or other proceeding enforcing its rights under such mortgage and the Property is sold for a price in excess of the sum of the outstanding principal balances of all notes secured by mortgages of the Property plus all future advances, accrued interest and all reasonable costs and expenses which the holders thereof are entitled to recover pursuant to the terms of such mortgages, such excess shall be paid to the Holders in consideration of the loss of the value and benefit of the rights and restrictions herein contained and released by the Holders pursuant to this Section in connection with such proceeding, provided that in the event that such excess shall be so paid to the Holders by such mortgage holder, the Holders shall thereafter indemnify such mortgage holder against loss or damage to such mortgage holder resulting from any claim made by the mortgagor of such mortgage to the extent that such claim is based upon payment of such excess by such mortgage holder to the Holders in accordance herewith, provided that such mortgage holder shall give the prompt notice of any such claim and shall not object to intervention by the Holders in any proceeding relating thereto. The Holders shall share any such excess pro rata in proportion to the respective amounts of principal

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and interest (if any) then outstanding on their portions of the Loan and the liability of a Holder under the foregoing indemnity shall be limited to the amount of such excess received by it. To the extent the Grantor possesses any interest in any amount which would otherwise be payable to the Holders under this Paragraph, to the full extent permissible by law, the Grantor hereby assigns its interest in such amount to said mortgage holder for payment to the Holders.

- D. This Restriction is senior to the MHP first mortgage loan, as the same may be amended, modified or restated. MHP may terminate, modify or subordinate this Restriction in accordance with and subject to the requirements set forth in Paragraphs A. through C. above. The Grantor agrees to execute any documents required so to terminate, modify or subordinate this Restriction. The Grantor understands and agrees that, in the event of foreclosure of the MHP first mortgage loan and the exercise by MHP of the Power of Sale therein, the Property will be sold subject to the restrictions imposed hereby, unless MHP exercises its rights to terminate, modify or subordinate this Restriction prior to such sale. The Grantor hereby irrevocably appoints MHP, or any agent designated by MHP, its true and lawful attorney-in-fact, with full power of substitution, to execute, acknowledge and deliver any such documents on behalf of the Grantor should the Grantor fail or refuse to do so.

E. Notwithstanding any contrary provisions herein, the restrictions contained herein benefitting the Town that the Property shall include at least 12 one-bedroom Units, 24 two-bedroom Units and 4 three-bedroom Units, and that each of such Units shall be leased exclusively to a Moderate Income Family, and any provisions herein which limit the rent charged to such tenants or are otherwise required in order for all of the Units to remain on DHCD's Subsidized Housing Inventory, as well as the rights and remedies of the Town with respect thereto, shall not lapse, shall remain in effect in perpetuity, and shall apply to any mortgage holder or purchaser of Borrower's interest in the Property if the Borrower's interest in the Property is acquired through foreclosure or similar remedial action under the provisions of any mortgage or upon the conveyance of the Borrower's interest in lieu of foreclosure.

20. Notices. Except for any notice required under applicable law to be given in a different manner, any notice, request or other communication which any party hereto may be required or may desire to give hereunder shall be made in writing, and shall be deemed to have been properly given if hand delivered, if sent by recognized overnight courier, receipt confirmed, or if mailed by United States registered or certified mail, postage prepaid, return receipt requested, addressed to the parties at their respective addresses first set forth above, or to such other address as the party to be served with notice may have furnished in writing to the party seeking or desiring to serve notice as a place for the service of notice. A notice sent by any of the foregoing methods shall be deemed given upon documented receipt or refusal. The Holders shall use reasonable efforts to send courtesy copies of all notices sent to the Grantor to the Grantor's investor at the address set forth below, provided that any failure to send such a courtesy copy shall not affect the validity of any notice: Massachusetts Housing Equity Fund XXV LLC, c/o Massachusetts Housing Investment Corporation, 21 Custom House Street, 8th Floor, Boston, Massachusetts 02110, Attention: Director of Asset Management (Yarmouth Gardens) and Massachusetts Housing Equity Fund XXVI LLC, c/o Massachusetts Housing Investment



Corporation, 21 Custom House Street, 8th Floor, Boston, Massachusetts 02110, Attention: Director of Asset Management (Yarmouth Gardens).

21. Successors and Assigns; No Third-Party Beneficiaries. This Restriction shall be binding upon the Grantor and its successors and assigns, and shall burden the Property as specified herein. This Restriction shall also be binding upon the Holders, and shall inure to the benefit of their successors and assigns, provided that a Holder shall not voluntarily assign its rights hereunder unless (a) such Holder believes in good faith that it is no longer reasonably capable of performing its duties hereunder, and (b) such assignment shall be to a governmental body or an entity of a similar character and purposes to such Holder which is reasonably capable of performing such duties hereunder (except that DHCD's rights with respect to the Purchase Option and First Refusal Right are assignable, as set forth herein).

22. Severability; Construction. All rights, powers and remedies provided herein may be exercised only to the extent that exercise thereof does not violate any applicable law, and are intended to be limited to the extent necessary so that they will not render this Restriction invalid, unenforceable or not entitled to be recorded, registered or filed under applicable law. If any provision or part hereof shall be affected by such holding, the validity of other provisions of this Restriction and of the balance of any provision held to be invalid, illegal or unenforceable, in part only, shall in no way be affected thereby, and this Restriction shall be construed as if such invalid, illegal, or unenforceable provision or part hereof had not been contained herein. In the event of any actual or potential inconsistency between the terms of this Restriction and any of the Statutes and/or the Regulations, such terms shall be interpreted, to the extent reasonably possible, so as to reconcile any such inconsistencies. If such provisions cannot reasonably be reconciled, the provisions of the Statutes, the Regulations and this Restriction, in the foregoing order of priority, shall control.

23. Governing Law. This Restriction shall be governed by the laws of The Commonwealth of Massachusetts. Inasmuch as the restrictions contained herein have been imposed upon the Property in part to satisfy requirements of various governmental bodies referred to herein, including, without limitation, DHCD, the restrictions contained herein are intended to be construed as a restriction held by a governmental body with the benefit of Section 26 of Chapter 184 of the Massachusetts General Laws as existing as of the date hereof, such that the restrictions contained herein shall not be limited in duration by any rule or operation of law, but rather shall run for the full term thereof.

24. Recording. The Grantor, at its cost and expense, shall cause this Restriction and any amendment hereto to be duly recorded with the Registry of Deeds (and if necessary or appropriate, re-recorded), shall pay or cause to be paid all recording, filing, or other taxes, fees and charges and shall comply with all such statutes and regulations as may be required by law in order to establish, preserve and protect the ability of the Holders and their successors and assigns to enforce this Restriction.

25. Further Assurances. Each Holder is authorized to record or file any notices or instruments appropriate to assuring the enforceability of this Restriction; and the Grantor on behalf of itself and its successors and assigns appoints each Holder its attorney-in-fact to execute, acknowledge and deliver any such instruments on its behalf. Without limiting the foregoing, the Grantor and its

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successors and assigns agrees to execute any such instruments upon request. The benefits of this Restriction shall be in gross and shall be assignable by any Holder. The Grantor and the Holders intend that the restrictions arising hereunder take effect upon the date hereof, and to the extent enforceability by any person ever depends upon the approval of governmental officials, such approval when given shall relate back to the date hereof regardless of the date of actual approval or the date of filing or recording of any instrument evidencing such approval.

26. Counterparts. This Restriction may be executed in several counterparts, each of which when executed and delivered shall be an original, but all of which together shall constitute one instrument. In making proof of this Restriction, it shall not be necessary to produce or account for more than one such counterpart executed by the party against whom enforcement of this Restriction is sought.

27. Incorporation of Exhibits and Riders. Any and all exhibits and riders attached hereto or otherwise referenced herein are hereby incorporated by reference, the same as if each were fully set forth herein.

28. Amendment; Waiver. This Restriction may not be amended, nor may any obligation hereunder be waived or released, without first obtaining the written consent of all Holders.

No documentary stamps are required as this Restriction is not being purchased by the Holders.

[SIGNATURES TO APPEAR ON THE FOLLOWING PAGE]

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Executed under seal as of the date set forth above.

CCD YARMOUTH GARDENS LLC, a
Massachusetts limited liability company

By: CCD YARMOUTH GARDENS MM LLC, a
Massachusetts limited liability company,
its managing member

Name: James J. Perrine
Title: Manager

COMMONWEALTH OF MASSACHUSETTS

_____ County, ss.

On this ____ day of _____, 2020, before me, the undersigned notary public, personally appeared James J. Perrine, proved to me through satisfactory evidence of identification, which was (a current driver's license) (a current U.S. passport) (my personal knowledge of the identity of the principal), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily, as manager of CCD Yarmouth Gardens MM LLC, as managing member of CCD Yarmouth Gardens LLC, for its stated purpose as the voluntary act of CCD Yarmouth Gardens LLC.

Notary Public
My commission expires:

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Accepted and Agreed To By Town...

THE YARMOUTH AFFORDABLE HOUSING TRUST

BY:

Name:

Title:

COMMONWEALTH OF MASSACHUSETTS

_____ County, ss.

On this ____ day of _____, 2020, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which was (a current driver's license) (a current U.S. passport) (my personal knowledge of the identity of the principal), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily, as _____ of the Yarmouth Affordable Housing Trust, for its stated purpose as the voluntary act of the Yarmouth Affordable Housing Trust.

Notary Public

My commission expires:

- EXHIBIT A Property Description
- EXHIBIT B Projected Initial Rent Schedule for Units Other Than Home Assisted Units
- EXHIBIT B-1 Projected Initial Rent Schedule for \ Home Assisted Units
- EXHIBIT C Initial Affordability Matrix
- EXHIBIT C-1 Post-HAP Affordability Matrix
- EXHIBIT D Additional Definitions

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EXHIBIT A : PROPERTY DESCRIPTION

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EXHIBIT B : PROJECTED INITIAL RENT SCHEDULE FOR UNITS OTHER THAN HOME ASSISTED UNITS

(Rents assume that the Grantor pays all utilities. An allowance for any utilities paid by tenants must be deducted from these rents. Utility allowances are available from the local housing authority.)

UNIT TYPE	INCOME LEVEL				
	EXTREMELY LOW INCOME	VERY LOW INCOME	LOW INCOME	MODERATE INCOME	HIGH MODERATE INCOME
SRO	\$380.00	\$634.00	\$761.00	\$1,014.00	\$1,395.00
STUDIO	\$507.00	\$846.00	\$1,015.00	\$1,353.00	\$1,861.00
1-BR	\$543.00	\$906.00	\$1,087.00	\$1,450.00	\$1,993.00
2-BR	\$652.00	\$1,087.00	\$1,305.00	\$1,740.00	\$2,392.00
3-BR	\$754.00	\$1,256.00	\$1,507.00	\$2,010.00	\$2,763.00
4-BR	\$879.00	\$1,401.00	\$1,681.00	\$2,242.00	\$3,082.00

EXHIBIT B-1: PROJECTED INITIAL RENT SCHEDULE FOR HOME ASSISTED UNITS

(Rents assume that the Grantor pays all utilities. An allowance for any utilities paid by tenants must be deducted from these rents. Utility allowances are available from the local housing authority.) For Studios without both a kitchen and bathroom (i.e. an SRO), the rent will be 75% of the Fair Market Rent for a Studio.

UNIT TYPE	INCOME LEVEL	
	VERY LOW INCOME	LOW INCOME
STUDIOS	\$846.00	\$986.00
1-BR	\$906.00	\$1,149.00
2-BR	\$1,087.00	\$1,392.00
3-BR	\$1,256.00	\$1,599.00
4-BR	\$1,401.00	\$1,764.00

EXHIBIT C: INITIAL AFFORDABILITY MATRIX -- NOTE THAT IN ORDER TO SATISFY THE AFFORDABILITY REQUIREMENTS OF THE MHP FIRST MORTGAGE LOAN AT LEAST SIXTEEN OF THE TOTAL UNITS SHALL BE LOW INCOME UNITS.

NUMBER/SIZE OF UNITS REQUIRED BY	TERM	INCOME CATEGORY				
		HIGH MODERATE INCOME (110% AMI)	MODERATE INCOME (80% AMI)	LOW INCOME (60% AMI)	VERY LOW INCOME (50% AMI)	EXTREMELY LOW INCOME (30% AMI)
HOME	20+10 years	___ SRO ___ Studio ___ 1-BR ___ 2-BR ___ 3-BR ___ 4-BR	___ SRO ___ Studio ___ 1-BR ___ 2-BR ___ 3-BR ___ 4-BR	___ SRO ___ Studio 3 1-BR ___ 2-BR ___ 3-BR ___ 4-BR	___ SRO ___ Studio ___ 1-BR ___ 2-BR ___ 3-BR ___ 4-BR	___ SRO ___ Studio ___ 1-BR ___ 2-BR 6 2-BR 2 3-BR ___ 4-BR
AHT	Perpetual	___ SRO ___ Studio ___ 1-BR ___ 2-BR ___ 3-BR ___ 4-BR	___ SRO ___ Studio ___ 1-BR ___ 2-BR ___ 3-BR ___ 4-BR	___ SRO ___ Studio 10 1-BR 18 2-BR 2 3-BR ___ 4-BR	___ SRO ___ Studio 2 1-BR ___ 2-BR ___ 3-BR ___ 4-BR	___ SRO ___ Studio ___ 1-BR ___ 2-BR 6 2-BR 2 3-BR ___ 4-BR
CBH	30 years	___ SRO ___ Studio ___ 1-BR ___ 2-BR ___ 3-BR ___ 4-BR	___ SRO ___ Studio 2 1-BR ___ 2-BR ___ 3-BR ___ 4-BR			
Yarmouth Affordable Housing Trust	Perpetual	___ SRO ___ Studio ___ 1-BR ___ 2-BR ___ 3-BR ___ 4-BR	___ SRO ___ Studio 12 1-BR 24 2-BR 4 3-BR ___ 4-BR	___ SRO ___ Studio ___ 1-BR ___ 2-BR ___ 3-BR ___ 4-BR	___ SRO ___ Studio ___ 1-BR ___ 2-BR ___ 3-BR ___ 4-BR	___ SRO ___ Studio ___ 1-BR ___ 2-BR ___ 3-BR ___ 4-BR
COMPOSITE		___ SRO ___ STUDIO ___ 1-BR ___ 2-BR ___ 3-BR ___ 4-BR	___ SRO ___ STUDIO ___ 1-BR ___ 2-BR ___ 3-BR ___ 4-BR	___ SRO ___ STUDIO 10 1-BR 18 2-BR 2 3-BR ___ 4-BR	___ SRO ___ STUDIO ___ 1-BR ___ 2-BR ___ 3-BR ___ 4-BR	___ SRO ___ STUDIO 2 1-BR 6 2-BR 2 3-BR ___ 4-BR

Exhibit C-1: POST-HAP AFFORDABILITY MATRIX -- NOTE THAT IN ORDER TO SATISFY THE AFFORDABILITY REQUIREMENTS OF THE MHP FIRST MORTGAGE LOAN AT LEAST SIXTEEN OF THE TOTAL UNITS SHALL BE LOW INCOME UNITS.

NUMBER/SIZE OF UNITS REQUIRED BY	TERM	INCOME CATEGORY				
		HIGH MODERATE INCOME (110% AMI)	MODERATE INCOME (80% AMI)	LOW INCOME (60% AMI)	VERY LOW INCOME (50% AMI)	EXTREMELY LOW INCOME (30% AMI)
HOME	20+10 years	___ SRO ___ Studio ___ 1-BR ___ 2-BR ___ 3-BR ___ 4-BR	___ SRO ___ Studio ___ 1-BR ___ 2-BR ___ 3-BR ___ 4-BR	___ SRO ___ Studio 3 1-BR 4 2-BR 1 3-BR ___ 4-BR	___ SRO ___ Studio ___ 1-BR 3 2-BR ___ 3-BR ___ 4-BR	___ SRO ___ Studio ___ 1-BR ___ 2-BR ___ 3-BR ___ 4-BR
AHT	Perpetual	___ SRO ___ Studio ___ 1-BR ___ 2-BR ___ 3-BR ___ 4-BR	___ SRO ___ Studio ___ 1-BR ___ 2-BR ___ 3-BR ___ 4-BR	___ SRO ___ Studio 10 1-BR 18 2-BR 2 3-BR ___ 4-BR	___ SRO ___ Studio 2 1-BR ___ 2-BR ___ 3-BR ___ 4-BR	___ SRO ___ Studio ___ 1-BR 6 2-BR 2 3-BR ___ 4-BR
CBH	30 years	___ SRO ___ Studio ___ 1-BR ___ 2-BR ___ 3-BR ___ 4-BR	___ SRO ___ Studio 2 1-BR ___ 2-BR ___ 3-BR ___ 4-BR			
Yarmouth Affordable Housing Trust	Perpetual	___ SRO ___ Studio ___ 1-BR ___ 2-BR ___ 3-BR ___ 4-BR	___ SRO ___ Studio 12 1-BR 24 2-BR 4 3-BR ___ 4-BR	___ SRO ___ Studio ___ 1-BR ___ 2-BR ___ 3-BR ___ 4-BR	___ SRO ___ Studio ___ 1-BR ___ 2-BR ___ 3-BR ___ 4-BR	___ SRO ___ Studio ___ 1-BR ___ 2-BR ___ 3-BR ___ 4-BR
COMPOSITE		___ SRO ___ STUDIO ___ 1-BR ___ 2-BR ___ 3-BR ___ 4-BR	___ SRO ___ STUDIO ___ 1-BR ___ 2-BR ___ 3-BR ___ 4-BR	___ SRO ___ STUDIO 10 1-BR 15 2-BR 2 3-BR ___ 4-BR	___ SRO ___ STUDIO ___ 1-BR 3 2-BR ___ 3-BR ___ 4-BR	___ SRO ___ STUDIO 2 1-BR 6 2-BR 2 3-BR ___ 4-BR

EXHIBIT D: ADDITIONAL DEFINITIONS

Following are additional definitions used in this Affordable Housing Restriction:

Administrator: Massachusetts Housing Finance Agency, a body politic and corporate and a public instrumentality of The Commonwealth of Massachusetts, or its successors and assigns as applicable.

AHT Guidelines" shall mean the guidelines issued by DHCD regarding the AHT Program, as the same may be amended, supplemented, replaced or otherwise modified from time to time.

AHT Program" shall mean the Affordable Housing Trust Fund loan program established under the AHT Statute under which AHT makes loans available to sponsors of affordable housing for Low Income and Extremely Low Income Families.

AHT Statute" shall mean the Massachusetts Affordable Trust Fund Statute, M.G.L. c.121D.

Area" shall mean Barnstable, MA MSA.

Bedroom Adjusted AMI" applicable to a Unit shall mean the median income for the Area, with adjustments for the number of bedrooms in such Unit, as determined from time to time by HUD pursuant to Section 8 of the United States Housing Act of 1937, as amended. For purposes of adjustments for the number of bedrooms in a Unit, a Unit that does not have a separate bedroom is assumed to be occupied by one individual and a Unit with one or more separate bedrooms is deemed assumed to be occupied by 1.5 individuals for each bedroom (with the total number of individuals rounded up).

CBH Community-based Housing" shall mean housing reserved for PCEs that is: (a) integrated housing (a non-institutional Residential Housing Development (as defined in the CBH Regulations), or housing units therein, either on a single site or multiple sites, in which no more than one-third of the housing units are reserved for PCEs and which complies with any additional requirements specified in the CBH Guidelines as approved by DHCD); or (b) any other non-institutional Residential Housing Development, or one or more housing units therein, that is reserved for PCEs, as approved by DHCD.

CBH Guidelines" shall mean the guidelines issued by DHCD regarding the CBH Program, as the same may be amended, supplemented, replaced or otherwise modified from time to time.

CBH Regulations" shall mean the regulations relating to the CBH Program promulgated by DHCD at 760 Code of Massachusetts Regulations, Section 60.00 et. seq., as the same may be amended, supplemented, replaced or otherwise modified from time to time.

CBH Program" shall mean the Community-based Housing Fund Program, established for the purpose of facilitating the creation of community-based housing, under which DHCD contracts to make funds available through CEDAC and other financial intermediaries, for such financial intermediaries to loan to sponsors of community-based housing for PCEs, subject to and in accordance with the provisions of the CBH Statute.

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"CBH Statute" shall mean Section 2 of Chapter 129 of the Acts of 2013 (budget line item 7004 0041), as affected by Section 19 of Chapter 129 of the Acts of 2013, as the same may be amended, supplemented, replaced or otherwise modified from time to time.

"CBH Supportive Housing" shall mean CBH Community-based Housing that provides the CBH Eligible Residents with supports and services linked to their housing.

"Department of Developmental Services" or "DDS" shall mean the Department of Developmental Services of EOHHS, established pursuant to M.G.L. c. 19B.

"Department of Mental Health" or "DMH" shall mean the Department of Mental Health of EOHHS, established pursuant to M.G.L. c. 19.

"Extremely Low Income Family" shall mean a Family whose Household Income is less than or equal to thirty percent (30%) of the Family-size Adjusted AMI.

"Fair Market Rent" shall mean the fair market rent in the Area for a comparably-sized dwelling as established by HUD under regulations promulgated at 24 C.F.R. §888.11 (or successor regulations), minus a monthly allowance established by the Holders for any utilities and services (excluding telephone) to be paid by the occupying Family.

"Family" shall have the meaning set forth in 24 C.F.R. §5.403 (or any successor regulation). Notwithstanding the foregoing, a household comprised of a full-time student or students shall not qualify as a Family except as permitted under the federal low-income housing tax credit program pursuant to Section 42(i)(3)(D) of the Internal Revenue Code of 1986, as amended.

"Family-size Adjusted AMI" shall mean the median income for the Area, adjusted for family size, as determined from time to time by HUD pursuant to Section 8 of the United States Housing Act of 1937, as amended.

"Grantor" shall mean the Grantor named on the first page hereof or any successor or assign thereof permitted under Section 8 of this Restriction, including any party holding ownership interests in or with respect to the Property.

"Guidelines" shall mean the HOME Guidelines, the AHT Guidelines and the CBH Guidelines.

"High Moderate Income Family" shall mean a Family whose Household Income is less than or equal to one-hundred-ten percent (110%) of the Family-size Adjusted AMI.

"Holder" shall mean each of DHCD, AHT, and CEDAC, or, as applicable, each successor or assign of the foregoing and "Holders" shall mean all of the foregoing parties, collectively.

"HOME Guidelines" shall mean the guidelines issued by DHCD regarding the HOME Program, as the same may be amended, supplemented, replaced or otherwise modified from time to time.

"HOME Program" shall mean the federal HOME Investment Partnerships Program under which DHCD makes loans available to sponsors of certain types of affordable housing.

"HOME Regulations" shall mean 24 C.F.R. Part 92.

"Household Income" shall mean a Family's adjusted annual income determined in the manner set forth in 24 C.F.R. §5.609 (or any successor regulations).

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"HUD" shall mean the United States Department of Housing and Urban Development.

"Improvements" shall mean the building or buildings on the Property presently containing, or after completion of the planned construction to contain, the number of Units indicated on the first page hereof, and all other authorized buildings, structures and improvements located on the Property from time to time, all equipment and fixtures therein, and any authorized repair, improvement, reconstruction, restoration, renovation, or replacement of a capital nature thereto or otherwise on the Property.

"Loan" shall mean collectively, the loans for the Project being provided to the Grantor under the Programs.

"Loan Documents" shall mean collectively, the documents evidencing and securing the Loan.

"Low Income Family" shall mean a Family whose Household Income is less than or equal to sixty percent (60%) of the Family-size Adjusted AMI.

"Moderate Income Family" shall mean a Family whose Household Income is less than or equal to eighty percent (80%) of the Family-size Adjusted AMI.

"Over-income Rent" shall mean, for a particular over-income Family, a monthly rent equal to the lesser of (x) the maximum amount payable by the Family under the laws of the municipality in which the Property is located or of The Commonwealth of Massachusetts, (y) one-twelfth of thirty percent (30%) of the Family's Household Income as recertified annually or (z) the comparable market rent for the Family's Unit, but in no event lower than the rent such Family was paying prior to becoming an over-income Family.

"PCE" or "Person Certified Eligible" shall mean a Moderate Income Family with disabilities who is institutionalized or at risk of being institutionalized, but who is not eligible for housing developed pursuant to the so-called FCF program, authorized by Chapter 290 of the Acts of 2004, Section 2E (budget line item 4000-8200) as modified and continued by Chapter 119 of the Acts of 2008, Section 2 (budget line item 7004-0029) as amended from time to time, and who has been certified as an eligible PCE by EOHHS (or its designee) in accordance with the procedure described in the CBH Guidelines.

"Permitted Encumbrances" shall mean those encumbrances on the Property identified in the mortgage granted to the Holders of even or near date herewith.

"Permitted Uses" shall mean use of the Improvements for the number of rental Units indicated on the first page hereof, including the number of Restricted Units indicated on the first page hereof of which at least 2 Units (containing a total of not less than two bedrooms) shall be reserved for PCEs and shall qualify as CBH Community-based Housing or CBH Supportive Housing consistent with the CBH Statute, CBH Regulations and CBH Guidelines. Such Permitted Uses shall include activities and/or services of a nature to benefit the Residents of the Restricted Units and/or to benefit use of the Improvements as CBH Community-based Housing.

"Programs" shall mean the HOME Program, the AHT Program and the CBH Program.

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"Property" shall mean that certain parcel or parcels of land located at the Property Address indicated on the first page hereof and more particularly described in Exhibit A attached hereto, together with all Improvements thereon.

"Registry of Deeds" shall mean the Barnstable Registry of Deeds.

"Regulations" shall mean the HOME Regulations and the CBH Regulations.

"Residents" shall mean the lawful occupants of the Units.

"Restricted Unit" shall mean a Unit required by the terms hereof to be rented to a Low Income Family, a Very Low Income Family or an Extremely Low Income Family or a Unit required by the terms hereof to be reserved as CBH Community-based Housing.

"SRO Unit" shall mean a single-room (zero bedroom) Unit intended for occupancy by a single eligible Resident and that may contain partial food preparation and/or sanitary facilities.

"Statutes" shall mean the AHT Statute and the CBH Statute.

"Studio Unit" shall mean a single-room (zero bedroom) Unit that contains a complete kitchen and bathroom.

"Unit" shall mean any residential unit located on the Property.

"Very Low Income Family" shall mean a Family whose Household Income is less than or equal to fifty percent (50%) of the Family-size Adjusted AMI.

{00062712}



TOWN OF YARMOUTH

Golf Division

635 West Yarmouth Road, West Yarmouth, MA 02673
Telephone (508) 760-4878, Fax (508) 760-4806

To: Board of Selectmen

From: Ellen Chapman, Golf Enterprise Chairman
Scott Gilmore, Director of Golf Course Operations

Date: October 1, 2020

Subject: GEC vote on Bass River Waste Water Project

On September 16th at the regularly scheduled monthly meeting for the Golf Enterprise Committee, Dave Young and Jeff Colby provided an update on the wastewater project for Bass River Golf Course. The GEC was presented with a memo from David Young (CDM smith) and Jeff Colby (DPW Director Town of Yarmouth) describing three possible scenarios for the future of Bass River Golf Course.

The first option presented was to put Bass River Golf Course back the same way it exists today. Although this option proved to be the least expensive, it also did not provide any relief from the problems that are associated with Bass River Golf Course.

The second option presented was to use the Master Plan created by Tim Gerrish (Golf Course Architect). The Master Plan took into consideration the issues facing the golf course. In the master plan some of the holes were rerouted to alleviate a safety problem along Highbank Road, the starting hole was reworked to a longer par 4 to allow for better pace of play, and the holes along the surrounding neighborhood were rerouted to avoid further problems with balls going into yards and houses. Having the above issues taken care of along with bunker and tee renovation made this option the most viable for Bass River Golf Course.

The third option presented was the complete redesign of the entire Bass River Golf Course. Although a brand-new golf course would be an enticing product to have, it also proved to be very costly to have as a viable option.

After careful deliberation and discussion, the GEC voted unanimously to recommend the second option, the Master Plan as the plan that provides the best path forward for Bass River Golf Course and the town of Yarmouth. Although it was not the least expensive option, it was also not the most expensive option. However, what it did provide is a better, safer, neighbor friendlier golf course as a result of the wastewater project.

In conjunction with the Bass River Golf Course being taken offline for a projected 18 months, the GEC also suggested that this was the best time for a new clubhouse to be constructed at the site.

The existing clubhouse is an aging facility which is well beyond its life cycle. There is no better time to construct a clubhouse that would give Bass River an advantage to surrounding courses when it reopens, than when the wastewater construction is occurring.

With the unanimous vote for the Master Plan along with the suggested construction of the clubhouse, the total cost of the project for the town of Yarmouth would be \$10-12 million. Doing both projects in conjunction with the wastewater project will put Bass River Golf Course back in a position as a premier destination golf course with a full-service facility to support any opportunities.

cc: Dan Knapik, Town Administrator
Jeff Colby, DPW Director
Dave Young, CDM Smith



Memorandum

To: Jeff Colby, Yarmouth DPW Director

From: David F. Young, PE and Hannah Sullivan

Date: July 10, 2020

Subject: Summary of Bass River Golf Course Effluent Recharge Alternatives Capital Cost

The Bass River Golf Course has been identified as a potential effluent recharge site in the Town of Yarmouth's Comprehensive Wastewater Management Plan (CWMP). A capacity analysis performed for the site concludes that the golf course has the potential to recharge approximately 2 mgd plus of highly treated effluent at a rate of 5 gpd per square foot through a subsurface infiltration system.

The purpose of this memorandum is to present the proposed effluent recharge system as well as the three potential alternatives for golf course restoration and the costs associated with each alternative. The golf course alternatives have been developed by Tim Gerrish, RLA, golf course architect from Gardner+Gerrish LLC. The alternatives under consideration for the golf course restoration include:

- Restore: Restoring the course to essentially its existing condition,
- Master Plan: Improving the course to the degree specified in the Master Plan, and
- Rebuild: Rebuilding the course to a new recommended layout.

Recharge System

In order to recharge highly treated effluent at the Bass River Golf Course, a subsurface infiltration system would need to be constructed. A conceptual design of the system has been developed as shown in **Figure 1**. The treated effluent would be pumped to the site from an off-site wastewater treatment facility and it would enter the site via a single 18-inch diameter force main on Highbank Road at the northern part of the course. The force main then splits into four 6-inch diameter force mains in an above ground valve structure and each convey treated effluent to another above ground valve structure off of a fairway but centrally located amongst three leaching fields. Exiting these valve structures which would house automated valves are three 4-inch diameter lines which each convey treated effluent to one leaching field. The treated effluent then gets distributed throughout the leaching field via infiltration chambers fed by gravity headers. **Figure 2** shows a typical cross section of the proposed leaching fields.

The recharge system is comprised of 12 leaching fields, each approximately 400 feet long by 100 feet wide. Thus, the total proposed leaching area is 480,000 square feet. Each leaching field is made up of 2,112 infiltration chambers which would be constructed approximately 4.5 feet below the ground surface to avoid freezing. A layer of crushed stone would be installed around the chambers and a 2-foot plus layer of granular backfill would be placed above the stone and chambers. The soil on the site has been evaluated and results conclude that the excavated soil would be suitable to reuse as the granular backfill layer. The excess material from the placement of the stone and chambers would be reused on-site for each alternative by raising grades, building berms or constructing some other feature. The estimated costs to construct this recharge system are broken down by major component and presented in **Table 1**. These costs do not include any earthwork above grade as that is included in the restorative costs. All costs are projected to midpoint of the Year 2022 assuming an inflation cost increase of 3% per year. Additionally, at this conceptual planning stage these costs include 25% for construction contingency and 25% for engineering, permitting, and planning.

Table 1- Recharge System Costs

Description	Estimated Cost
Subsurface Earthwork	\$ 5,120,000
Leaching Chambers	\$ 2,900,000
Pressure Pipes	\$ 1,880,000
Valves Structures- Buildings	\$ 610,000
Miscellaneous	\$ 530,000
Total Cost	\$ 11,100,000

Golf Course Restoration Alternatives

Three alternatives for the restoration of the Bass River Golf Course upon installing the recharge system have been developed by the Golf Course Architect, Tim Gerrish, and CDM Smith. Both have worked closely together to develop cost estimates for each of the alternatives ensuring that costs are not duplicated, and material is reused on-site where applicable. The recharge system described above remains the same for all three alternatives, however, the degree of restoration differs significantly as describe briefly below.

Restore

This alternative is the simplest of the three and represents essentially a baseline cost for improvements. The layout of the holes would remain as is as shown in **Figures 3 and 4** and the recharge system would not interfere with any of the greens and only a couple of the bunkers. Enhancements to the course are limited to replacement of disturbed rough turf areas, fairway areas, tee complexes, bunkers and cart paths. A completely new irrigation system and controls would be installed for all the holes. **Table 2** presents the total costs for this alternative broken down by major components.

Table 2 – Restore Golf Course Costs

Description	Estimated Cost
Above Grade Earthwork	\$ 730,000
Greens, Tees & Grassing	\$ 590,000
Bunkers	\$ 70,000
Irrigation System	\$ 3,440,000
Miscellaneous	\$ 210,000
Recharge System	\$ 11,100,000
Total	\$ 16,200,000

Master Plan

This alternative includes making enhancements to the course which were recommended in the Town of Yarmouth Bass River Golf Course Conceptual Master Plan. These enhancements include reconfiguring at least nine of the holes as shown in **Figures 5 and 6**. Enhancements are the result of improving safety concerns with adjacent land uses (roadways and residential areas) and improving course pace of play. As part of the Master Plan, all bunkers would be rebuilt with liners similar to what was completed at Bayberry Hills golf course. The New rough areas, fairways, bunkers, tee complexes and cart paths would be placed over the leaching field areas. No new greens however would be placed above a leaching field. A completely new irrigation system and controls would also be installed for the entire course. **Table 3** presents the total costs for this alternative broken down by major components.

Table 3 – Master Plan Golf Course Costs

Description	Estimated Cost
Above Grade Earthwork	\$ 1,420,000
Greens, Tees & Grassing	\$ 1,250,000
Bunkers	\$ 880,000
Irrigation System	\$ 3,440,000
Miscellaneous	\$ 700,000
Recharge System	\$ 11,100,000
Total	\$ 18,800,000

Rebuild

This alternative is the most involved of the three. It includes rerouting all 18 holes as shown in **Figures 7 and 8**. No new greens will be located above a leaching field however, new rough areas, fairways, bunkers, tee complexes and cart paths will be placed above some of the leaching fields. Like the other two alternatives, a completely new irrigation system and controls for the course

would be installed and all new greens, tees, bunkers and cart paths would be included for the whole course. **Table 4** presents the costs for this alternative broken down by major components.

Table 4 – Rebuild Golf Course Costs

Description	Estimated Cost
Above Grade Earthwork	\$ 3,800,000
Greens, Tees & Grassing	\$ 3,100,000
Bunkers	\$ 700,000
Irrigation System	\$ 3,440,000
Miscellaneous	\$ 1,670,000
Recharge System	\$ 11,100,000
Total	\$ 23,900,000

Apportionment of Costs for the DHY Community Partnership

If Yarmouth were to utilize the effluent recharge site solely for its own use, then the total construction costs for the three alternatives shown in Tables 2, 3 and 4 would be all Yarmouth costs.

Should the towns of Dennis, Harwich and Yarmouth go forward with the DHY Clean Waters Community Partnership program, the cost of the Bass River Golf Course recharge site would be a shared cost. However, the DHY Community Partnership would only be responsible for the costs associated with installing the recharge system and restoring the existing infrastructure disturbed during the installation. Any costs associated with upgrades and enhancements to the course as described in the three alternatives above would be the responsibility of the Town of Yarmouth. In order to develop the cost to the DHY Community Partnership for this recharge site, the costs for the simplest alternative, Restore, were assessed to determine what portion is required and what portion is for upgrades. For discussion purposes, **Table 5** below shows the percentage of each item that is required for restoration and the associated cost that would be paid for by the DHY Clean Waters Community Partnership. All of these percentages are subject to negotiation between the town and the DHY Partnership.

Table 5 – DHY Community Partnership Costs

Description	Percentage Required	DHY Cost
Above Grade Earthwork	90%	\$ 660,000
Greens, Tees & Grassing	60%	\$ 360,000
Bunkers	20%	\$ 20,000
Irrigation System	50%	\$ 1,720,000
Miscellaneous	50%	\$ 110,000
Recharge System	100%	\$ 11,100,000
Total		\$ 14,000,000

Installation of the effluent recharge system will impact the earthwork and replacement of grasses the most during construction. Care in placement of the recharge areas avoids greens and most bunkers and only impacts 7 of the 18 holes for irrigation system replacement even though some other lines may need to be cut and repaired.

The additional costs for upgrades and enhancements to the course that the Town of Yarmouth would be responsible for in each alternative are summarized below in **Table 6**. So Yarmouth would pay their flow proportional share of the DHY Partnership costs plus the remaining Yarmouth upgrade costs.

Table 6 – Summary of Remaining Yarmouth Costs for Alternatives

Alternative	Total Cost	DHY Cost	Remaining Yarmouth Cost
Restore to Original	\$ 16,200,000	\$ 14,000,000	\$ 2,200,000
Improve According to Master Plan	\$ 18,800,000		\$ 4,800,000
Rebuild	\$ 23,900,000		\$ 9,900,000

Other Costs and Schedule

Other costs that need to be factored into the above capital project costs are lost revenue and related cost impacts to Yarmouth. While the construction duration of each alternative might vary slightly, it is envisioned that an early fall construction start (course shutdown) would allow for all construction to be completed and grass grown in for a re-opening about 18 months later or one full season of course closure. Lost revenue and labor issues need to be addressed should this become a DHY Partnership or Yarmouth only facility.

Attachments

Figure 1: Proposed Recharge System

Figure 2: Typical Cross Section of Proposed Leaching Fields

Figure 3: Alternative 1 - Restore

Figure 4: Restore Alternative with Proposed Recharge System

Figure 5: Alternative 2 - Master Plan

Figure 6: Master Plan Alternative with Proposed Recharge System

Figure 7: Alternative 3 – Rebuild

Figure 8: Rebuild Alternative with Proposed Recharge System



Legend

	Parcels		MASTER PLAN HOLE CENTERLINE
	25 ft Contour		PROPOSED EFFLUENT PIPE
	2 ft Contours		PROPOSED VALVE STRUCTURE
	Area 2		PROPOSED INFILTRATION FIELD
	Area 1		

Yarmouth, MA

0 50 100 200 300 400 Feet

1 inch = 175 feet

Master Plan Alternative with Proposed Recharge System
Figure 6



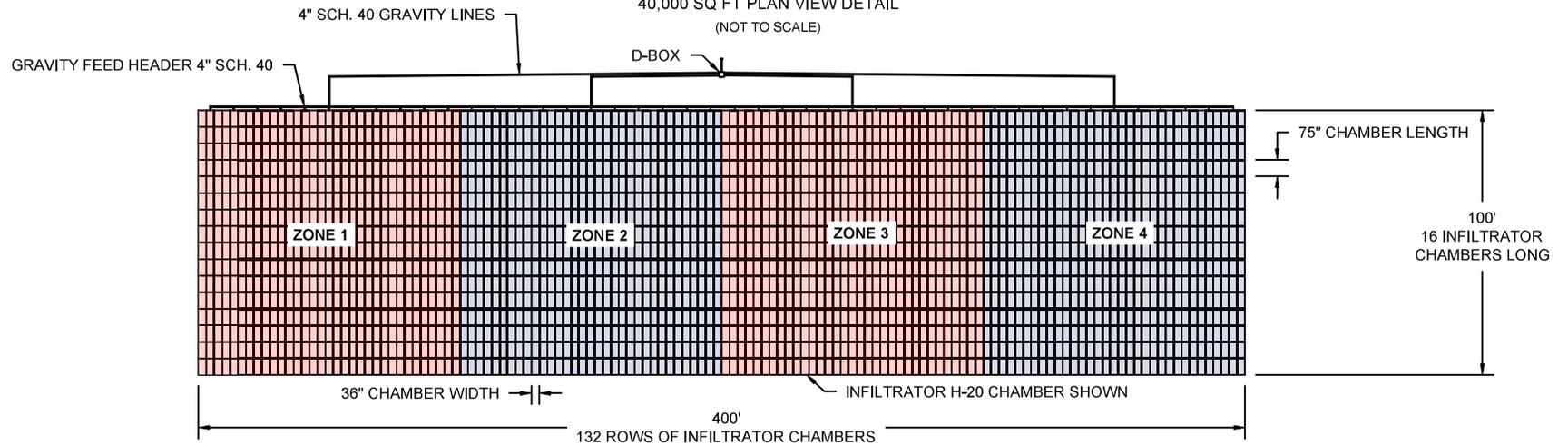
INFILTRATOR WATER TECHNOLOGIES

H-20 HIGH CAPACITY CHAMBER SYSTEM GRAVITY

YARMOUTH MA, BASS RIVER GOLF CLUB

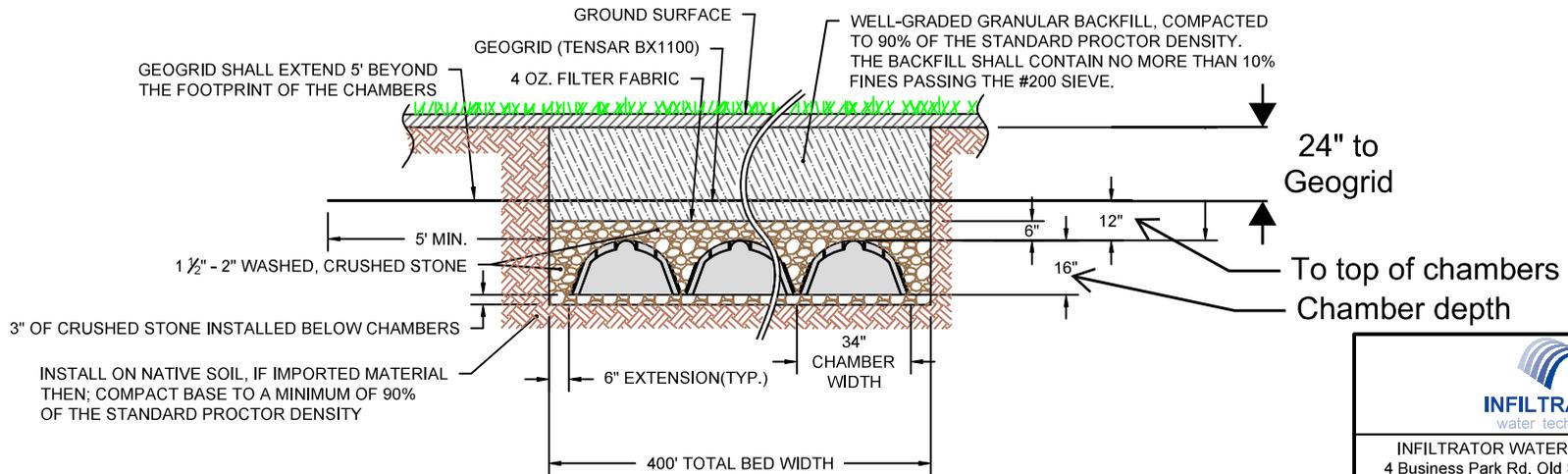
40,000 SQ FT PLAN VIEW DETAIL

(NOT TO SCALE)



PLAN VIEW

CROSS SECTION



BASIS OF DESIGN:
 PER ZONE:
 100' WIDTH X 100' LENGTH = 10,000 SQ FT
 33 CHAMBER ROWS X 16 CHAMBERS LONG = 528 TOTAL CHAMBERS

BED DESIGN:
 400' WIDTH X 100' LENGTH = 40,000 SQ FT
 132 CHAMBER ROWS X 16 CHAMBERS LONG = 2,112 TOTAL CHAMBERS
TOTAL SYSTEM DESIGN:
 400,000 SQ FT
 21,120 CHAMBERS

		
INFILTRATOR WATER TECHNOLOGIES 4 Business Park Rd. Old Saybrook, CT 06475 (800) 221-4436		
H-20 HIGH CAPACITY CHAMBER SYSTEM GRAVITY YARMOUTH MA, BASS RIVER GOLF CLUB 40,000 SQ FT PLAN VIEW DETAIL		
Drawn by: RYAN D.	Checked by: DFH	Date: 7/15/2019
Scale: NOT TO SCALE	Checked by: DFH	Sheet: 1 of 1

Typical Cross Section of Proposed Leaching Field
Figure 2

Q:\Technical Resources\New\04Large Project\Projects\US - United States\MA - Massachusetts\Yarmouth\Mass - Bass River Golf Club\IT Drawings\H-20 HIGH CAPACITY CHAMBER SYSTEM GRAVITY YARMOUTH MA, BASS RIVER GOLF CLUB 40,000 SQ FT.dwg



October 6, 2020

Update to Board of Selectmen

Bass River Golf Course Effluent Recharge Plan

**CDM
Smith.**

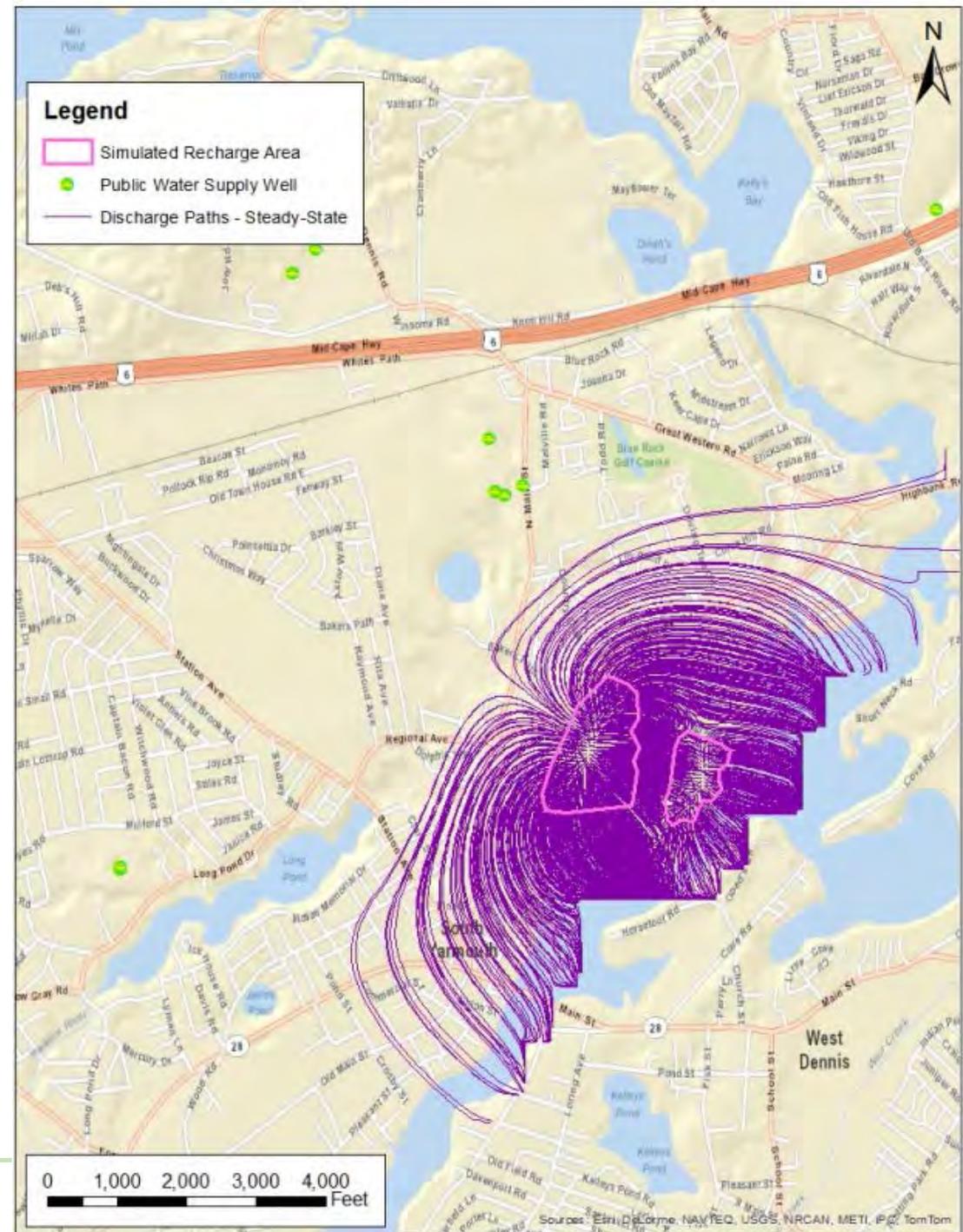
Presentation Agenda

- Site Analysis
- Effluent Recharge Layout
- Master Plan
- Summary of Costs
- Questions and Comments

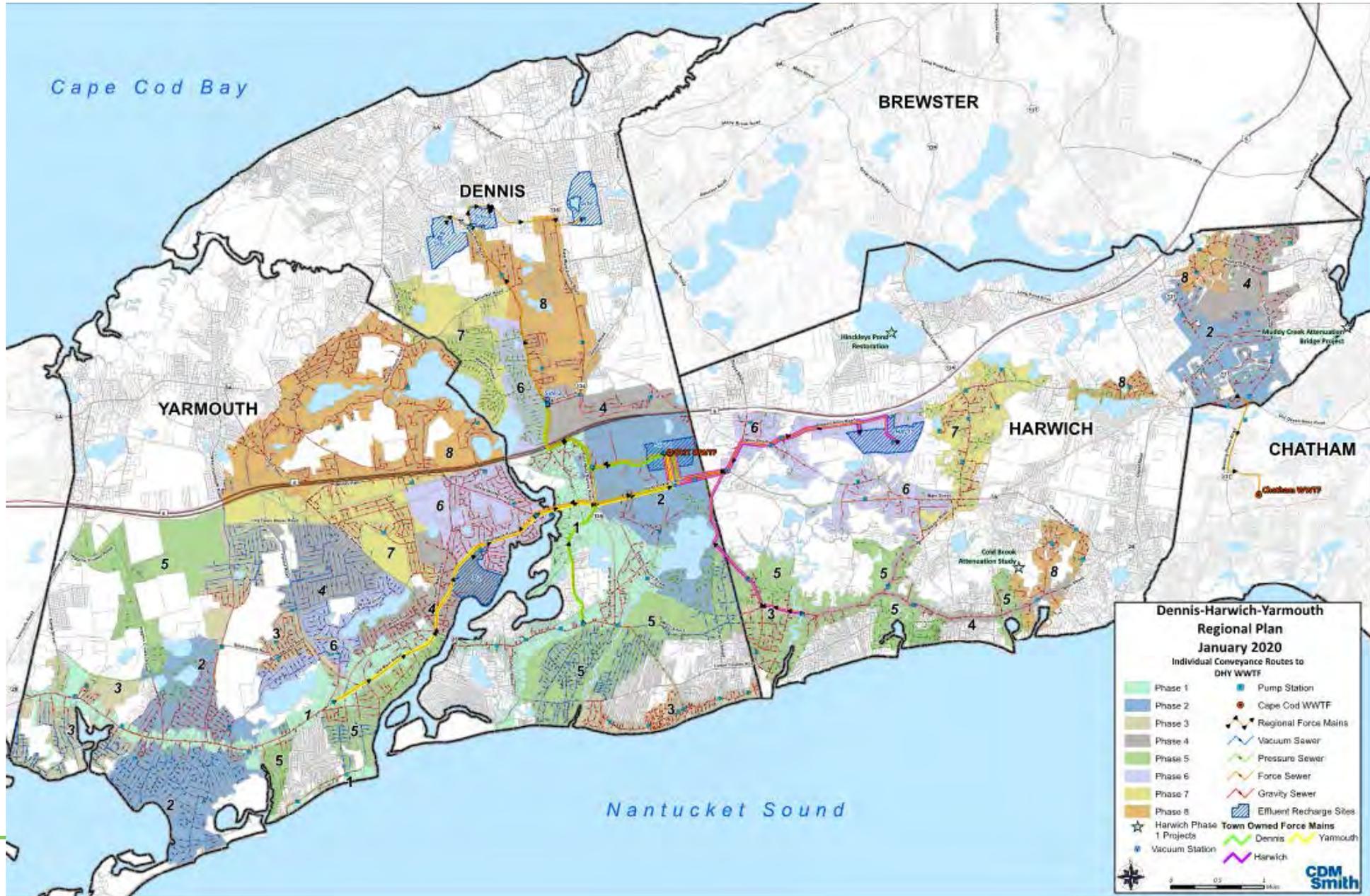
Pilot Infiltration Tests



Hydrogeological Model Results



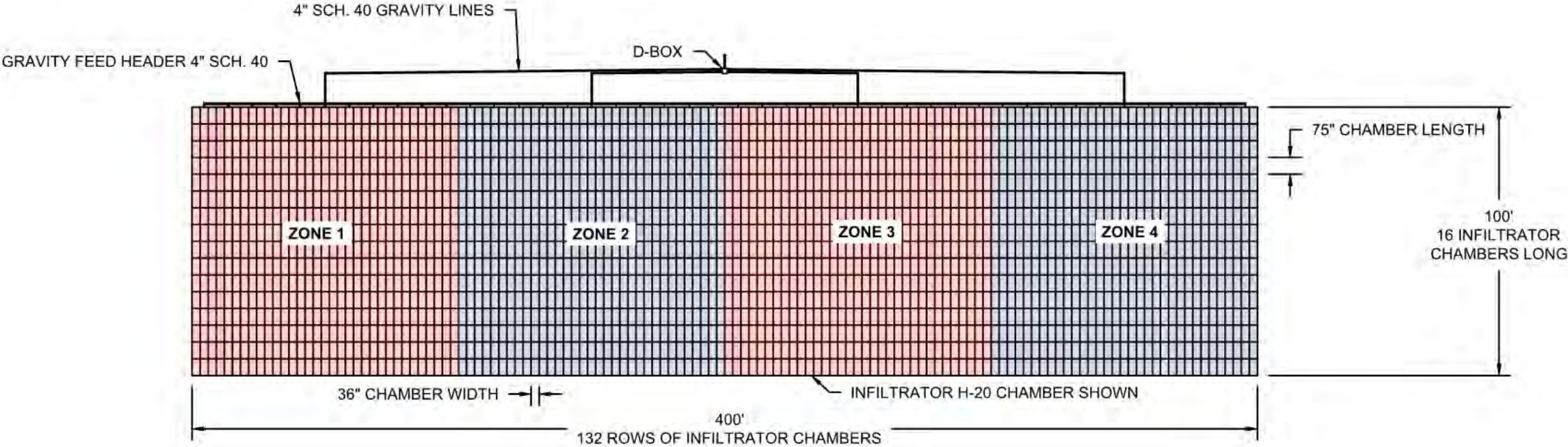
DHY Community Partnership



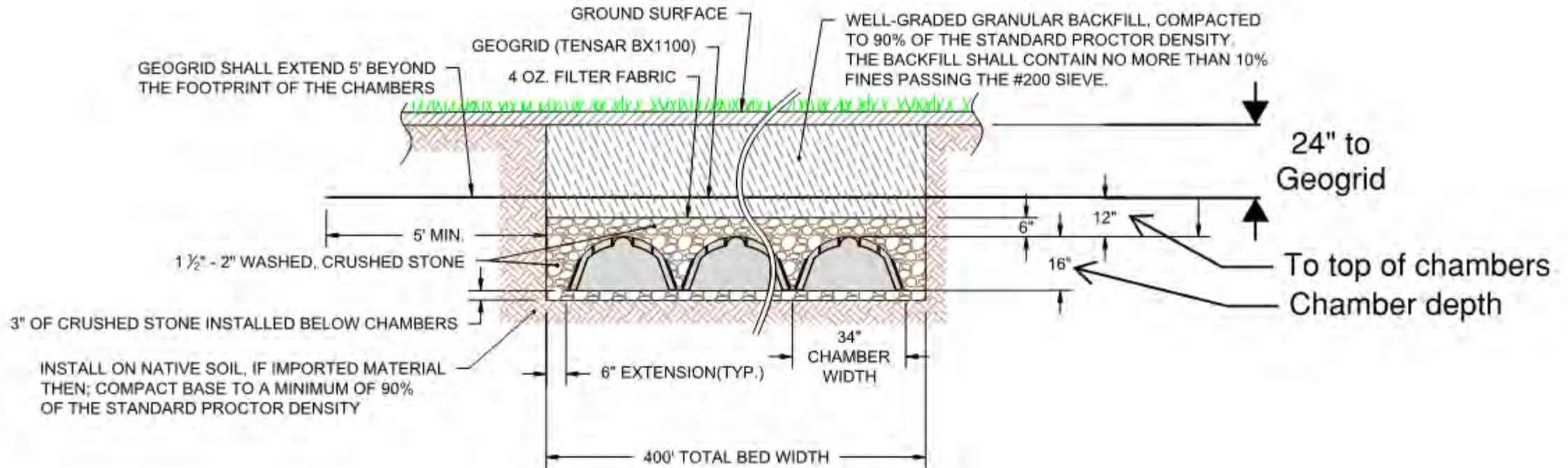
Effluent Recharge System



Leaching Chambers – Plan View



Leaching Chambers – Cross Section



Master Plan Layout



Master Plan Layout with Effluent Recharge



Recharge System Cost Summary

Description	Estimated Cost
Subsurface Earthwork	\$ 5,120,000
Leaching Chambers	\$ 2,900,000
Pressure Pipes	\$ 1,880,000
Valves Structures- Buildings	\$ 610,000
Miscellaneous	\$ 530,000
Total Cost	\$ 11,100,000

Master Plan Total Cost Summary

Description	Estimated Total Cost
Above Grade Earthwork	\$ 1,420,000
Greens, Tees & Grassing	\$ 1,250,000
Bunkers	\$ 880,000
Irrigation System	\$ 3,440,000
Miscellaneous	\$ 700,000
Recharge System	\$ 11,100,000
Total	\$ 18,800,000

DHY Portion of Total Cost

DHY Community Partnership cost is based on the restoration option which does not include course improvements

Description	Estimated Total Cost	Percentage DHY	DHY Cost
Above Grade Earthwork	\$ 730,000	90%	\$ 660,000
Greens, Tees & Grassing	\$ 590,000	60%	\$ 360,000
Bunkers	\$ 70,000	20%	\$ 20,000
Irrigation System	\$ 3,440,000	50%	\$ 1,720,000
Miscellaneous	\$ 210,000	50%	\$ 110,000
Recharge System	\$ 11,100,000	100%	\$ 11,100,000
Total	\$ 16,200,000		\$ 14,000,000

Remaining Cost to Yarmouth

Alternative	Total Cost	DHY Cost	Remaining Yarmouth Cost
Restore to Original	\$ 16,200,000	\$ 14,000,000	\$ 2,200,000
Improve According to Master Plan	\$ 18,800,000	\$ 14,000,000	\$ 4,800,000
Rebuild	\$ 23,900,000	\$ 14,000,000	\$ 9,900,000

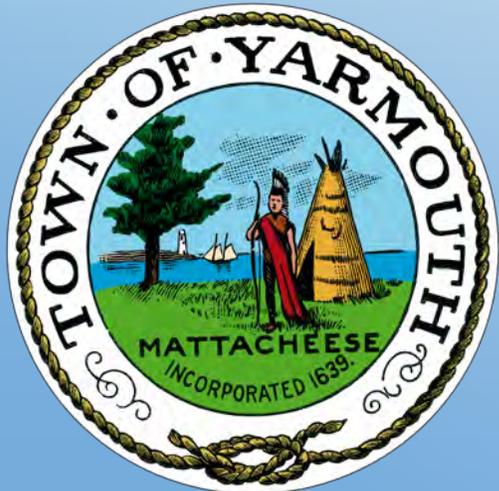
Questions?

YARMOUTH WATER RATE STUDY

JEFFREY COLBY, PE – DPW DIRECTOR

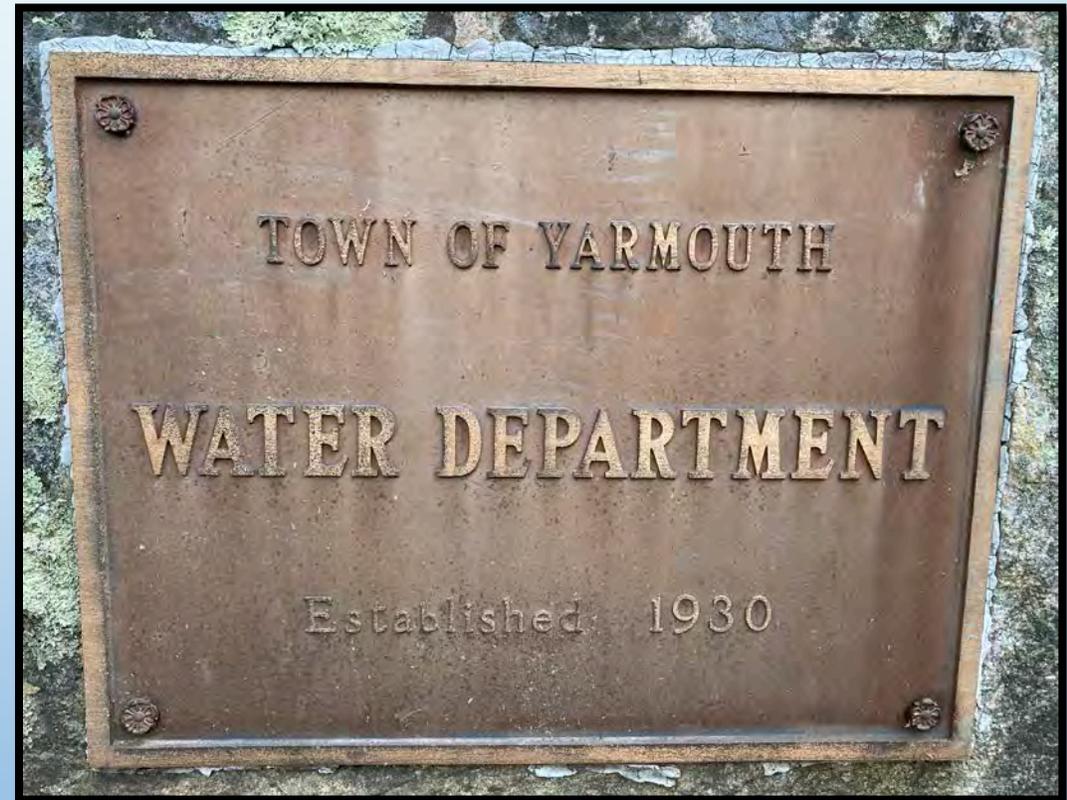
LAURIE RUSZALA, PE – WATER & WASTEWATER SUPERINTENDENT

MICHAEL SCHRADER, PE – TIGHE & BOND



OVERVIEW

- WATER DEPARTMENT EXPENSES
- CAPITAL NEEDS
- WATER USE TRENDS
- CURRENT RATE STRUCTURE
- RATE ALTERNATIVES
- RECOMMENDATIONS



WATER DEPARTMENT EXPENSES

Fiscal Year	2018	2019	2020
Operating Budget	\$3,265,730	\$3,300,653	\$3,503,184
Capital Appropriation	\$1,977,660	\$1,450,600	\$0*
Debt	\$0	\$0	\$0
Total	\$5,243,390	\$4,751,253	\$3,503,184

* FY2020 Capital Requests have been delayed to the Fall Special Town Meeting.

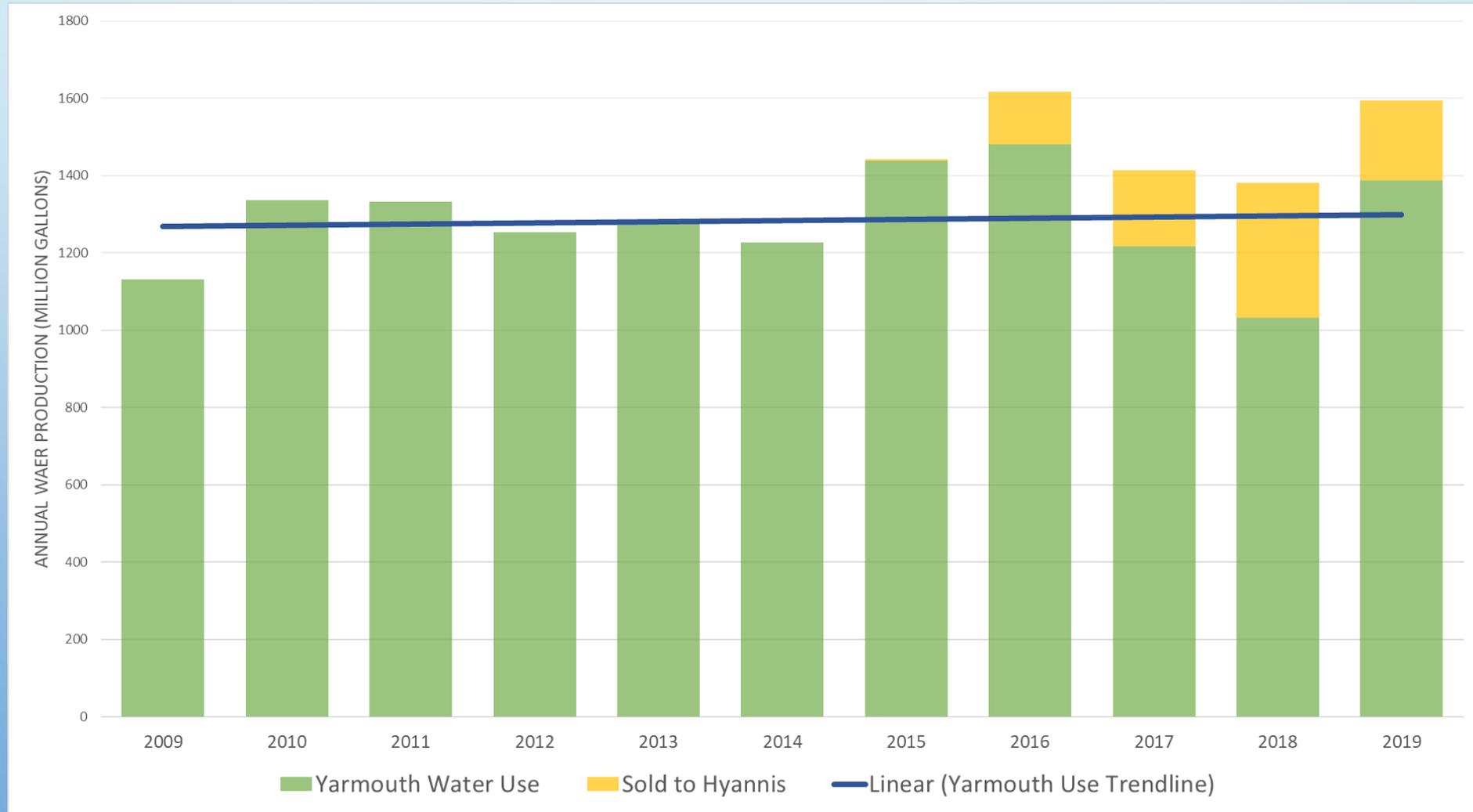
CAPITAL IMPROVEMENTS PLAN

Recommendation	Estimated Cost
YEAR 1	
Pump Station Improvements Phase 1 (12 PS)	\$3,800,000
Route 6A Water Main Replacement 8" and 12" Water Mains (Design + Construction)	\$3,800,000
PFAS Sampling and Communication	\$11,000
Update Asset Management Plan; Financial Plan / Rate analysis	\$70,000
AWIA Risk and Resiliency Assessment	\$35,000
Flax Pond Test Wells	\$40,000
Annual Activities	\$520,000
Total FY2021	\$8,276,000
YEAR 2	
Pump Station Improvements Phase 2 (11 PS)	\$2,500,000
1- Acorn Hill Drive and Sophie Ann Drive	\$320,000
2 - Driving Tee Circle	\$270,000
3- Williams Road	\$350,000
4 - Mocking Bird Lane	\$260,000
Route 28 Water Main Replacement Parker River to Dennis Town Line	\$5,810,000
Route 28 Water Main Replacement Parker River to Barnstable Town Line	\$5,900,000
AWIA Emergency Response Plan	\$40,000
Annual Activities	\$535,600
Total FY2022	\$15,985,600

YEAR 3	
Pump Station Improvements Phase 3 (20 CCFs)	\$2,100,000
Sandy Pond Tank Painting	\$2,000,000
5 - Monterrey Lane (Curve Hill Road)	\$50,000
6 - Green Teal Way (Gig Ln, Old Salt Lane)	\$390,000
Begin Design for Water main renewal program	\$350,000
Lead Service Line Program Inventory / Development	\$50,000
Annual Activities	\$551,668
Total FY2023	\$5,491,668
YEAR 4	
Pump Station renewal	\$1,500,000
Water Main renewal for age / condition	\$2,000,000
Lead Service Line Program Inventory / Development	\$50,000
Annual Activities	\$568,218
Total FY2024	\$4,118,218
YEAR 5	
Pump Station renewal	\$1,500,000
Water Main renewal for age / condition	\$2,000,000
Annual Activities	\$585,265
Total FY2025	\$4,085,265
Total of 5 Year Plan	\$37,956,751

\$38,000,000 of improvements recommended

WATER USE TRENDS



CURRENT RATE STRUCTURE

- LAST UPDATED IN 1995
- METER FEES CHARGED MONTHLY IN ADVANCE
- USAGE CHARGED ANNUALLY IN JULY, AUGUST OR SEPTEMBER DEPENDING ON VILLAGE.

Meter Size	Quarterly Charge
Smaller than 1"	\$21
1"	\$45
1-1/2"	\$225
2"	\$240
3"+	\$255+

Volume of Water	Cost per 1,000 Gallons
First 100,000 gallons	\$1.68
Next 200,000 gallons	\$2.22
Over 300,000 gallons	\$2.60

CURRENT FEES

Service	Rate
Service Calls:	
Normal Working Hours:	
1 Hour Minimum	\$35 .00 Plus Parts
Each 1/2 Hour Additional	\$17.50 Plus Parts
After Normal Working Hours:	
2 Hour Minimum	\$75.00 Plus Parts
Private Fire Protection:	
Each Hydrant	\$180.00 Per Year
Each Sprinkler Line	\$180.00 Per Year

Service	Rate
Seasonal Turn Off/On	\$50
Fire Flow Test	\$50
Hydrant Rental	\$30.00 Per Day Plus Water
Damaged Meter	\$50.00 Plus Parts
Meter Test	\$3.00 Plus Service Call
Backflow Inspection and Test	\$75
New Water Service Connection	\$150
Demand Charge	\$25
Interest Charge	14%
Reactivation for Non-Payment	\$75

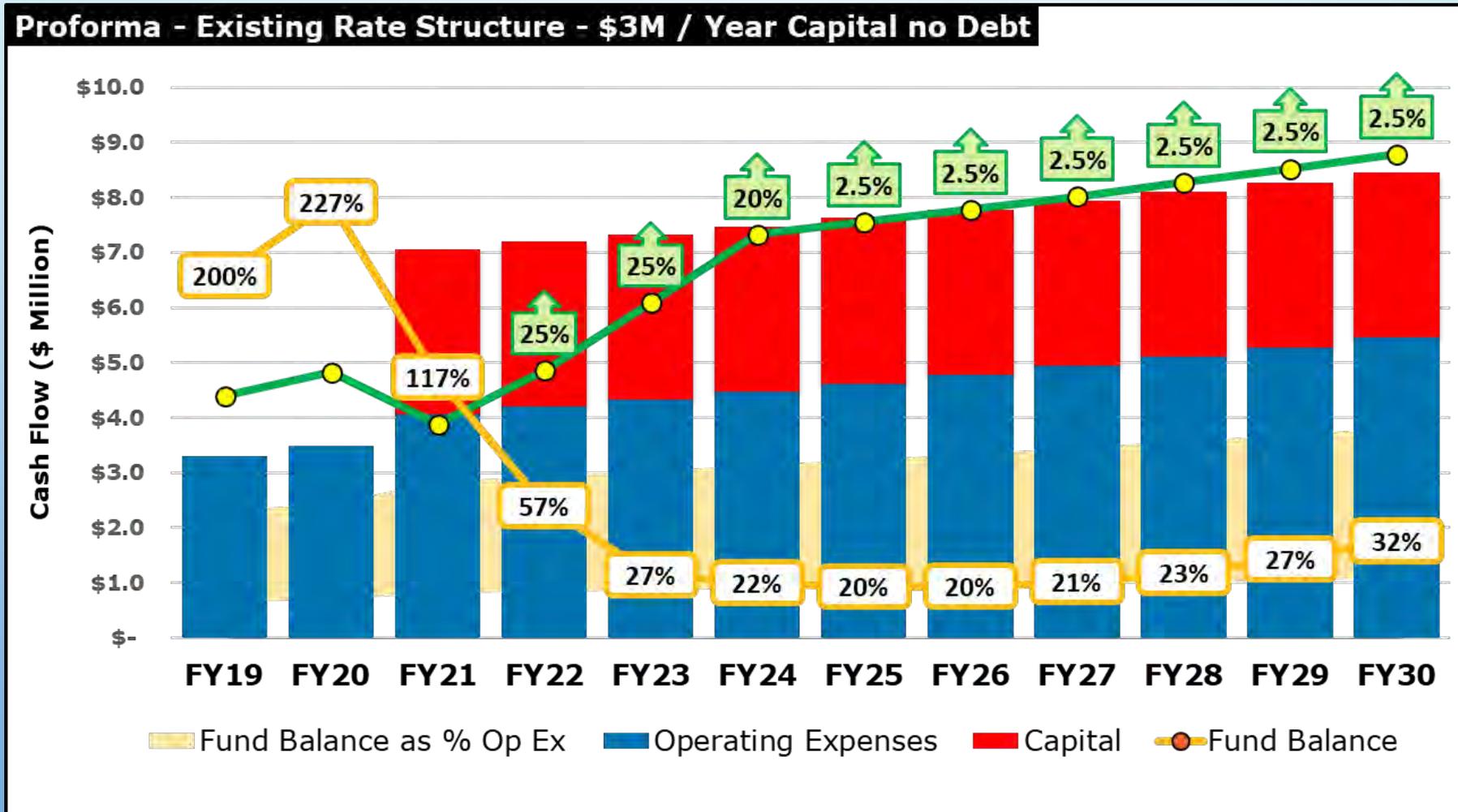
RATE ALTERNATIVES

- IN ALL CASES MOVE TO QUARTERLY USAGE BILLING
 - PROVIDES MORE CONSISTENT CASH FLOW TO TOWN AND FOR CUSTOMERS
 - NO ADDITIONAL COST TO TOWN
 - LESS CONFUSION FOR CUSTOMERS
 - CATCH METER/LEAK ISSUES SOONER

RATE ALTERNATIVES

1. INCREASE RATES AND FEES TO COVER CAPITAL COSTS WITH NO DEBT
2. INCREASE RATES AND FEES TO COVER CAPITAL COSTS WITH ALL DEBT
3. INCREASE RATE AND FEES TO COVER CAPITAL COSTS IN WITH COMBINATION OF DEBT AND RESERVES

ALTERNATIVE 1 – NO DEBT



ALTERNATIVE 1 – QUARTERLY RATES

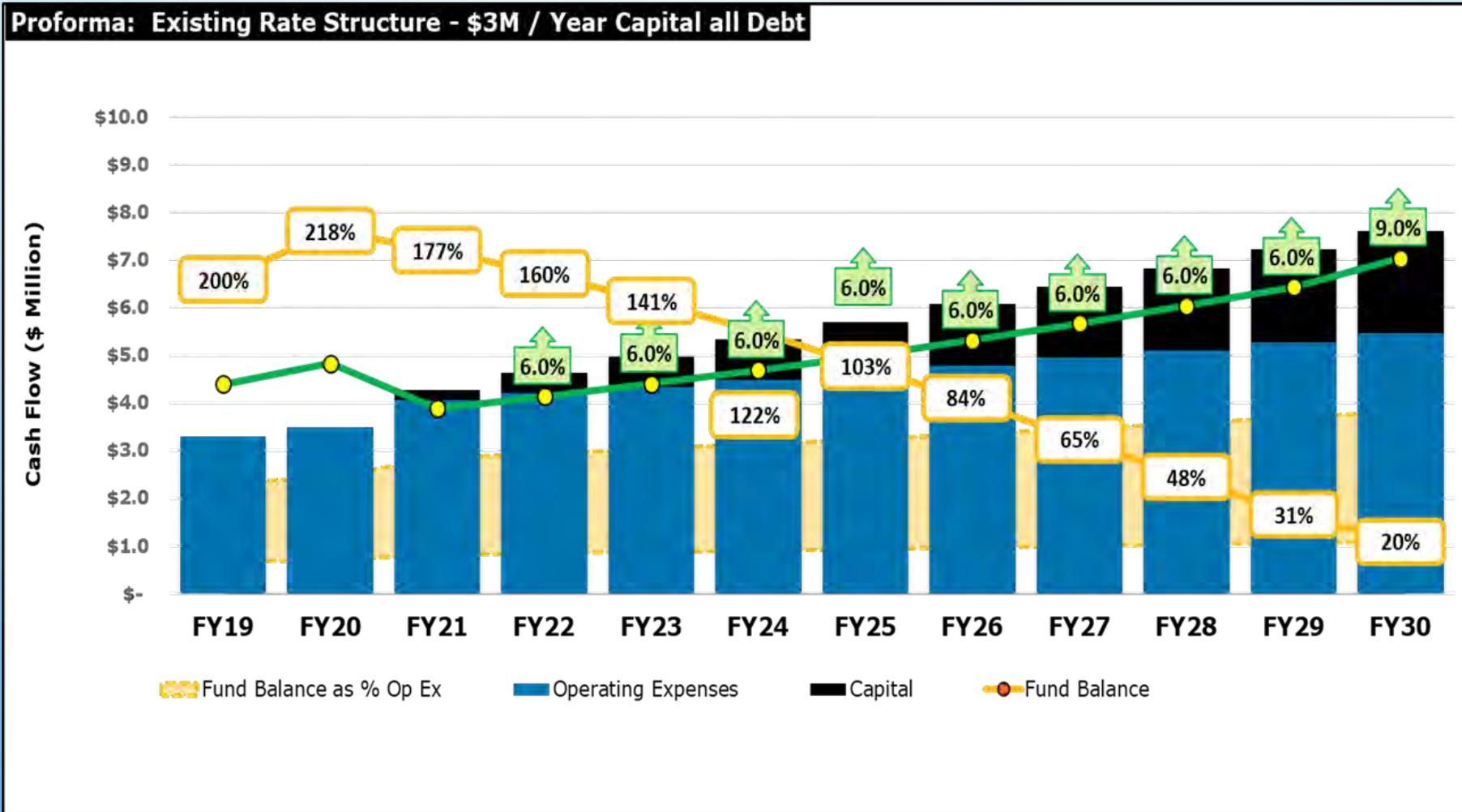
QUARTERLY METER CHARGES

Meter Size	Current	2022	2023
Smaller than 1"	\$21	\$26	\$33
1"	\$45	\$56	\$70
1-1/2"	\$225	\$281	\$352
2"	\$240	\$300	\$375
3"+	\$255+	\$319+	\$398+

USAGE CHARGES PER 1,000 GALLONS

Volume of Water	Current	2022	2023
First 25,000 gallons	\$1.68	\$2.10	\$2.63
Next 50,000 gallons	\$2.22	\$2.78	\$3.47
Over 75,000 gallons	\$2.60	\$3.25	\$4.06

ALTERNATIVE 2 – ALL DEBT



ALTERNATIVE 2 – QUARTERLY RATES

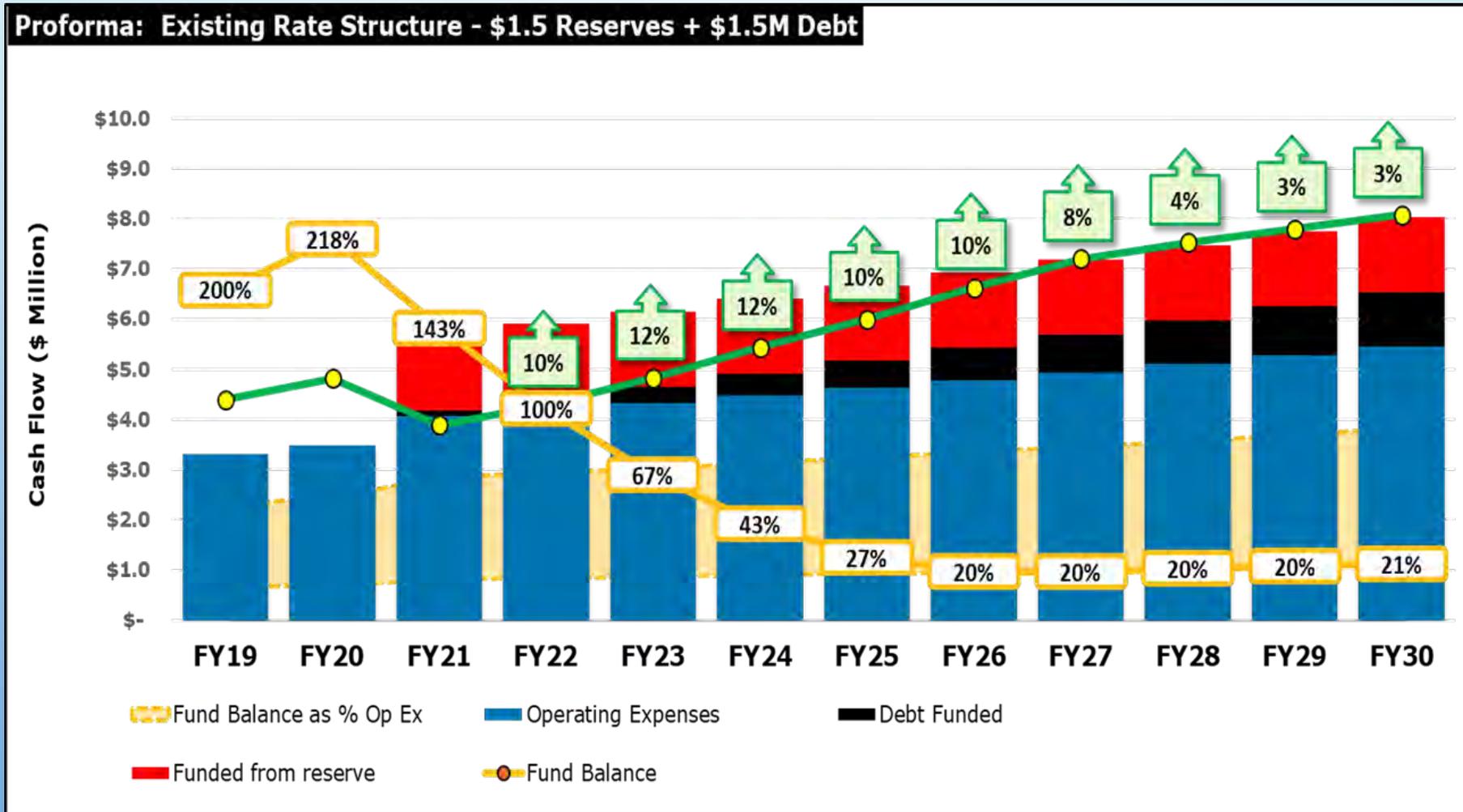
QUARTERLY METER CHARGES

Meter Size	Current	2022	2023
Smaller than 1"	\$21	\$22	\$24
1"	\$45	\$48	\$51
1-1/2"	\$225	\$239	\$253
2"	\$240	\$254	\$270
3"+	\$255+	\$270	\$287

USAGE CHARGES PER 1,000 GALLONS

Volume of Water	Current	2022	2023
First 25,000 gallons	\$1.68	\$1.78	\$1.89
Next 50,000 gallons	\$2.22	\$2.35	\$2.49
Over 75,000 gallons	\$2.60	\$2.76	\$2.92

ALTERNATIVE 3 – DEBT & RESERVES



ALTERNATIVE 3 – QUARTERLY RATES

QUARTERLY METER CHARGES

Meter Size	Current	2022	2023
Smaller than 1"	\$21	\$23	\$26
1"	\$45	\$50	\$55
1-1/2"	\$225	\$248	\$277
2"	\$240	\$264	\$296
3"+	\$255+	\$281	\$314

USAGE CHARGES PER 1,000 GALLONS

Volume of Water	Current	2022	2023
First 25,000 gallons	\$1.68	\$1.85	\$2.07
Next 50,000 gallons	\$2.22	\$2.44	\$2.74
Over 75,000 gallons	\$2.60	\$2.86	\$3.20

CUSTOMER ANNUAL COST COMPARISON

ALTERNATIVE 1 – NO DEBT

Customer	Current	2022	2023
Typical Residential	\$243	\$304	\$380
Typical Commercial	\$2,612	\$3,265	\$4,081

ALTERNATIVE 2 – ALL DEBT

Customer	Current	2022	2023
Typical Residential	\$243	\$258	\$273
Typical Commercial	\$2,612	\$2,769	\$2,935

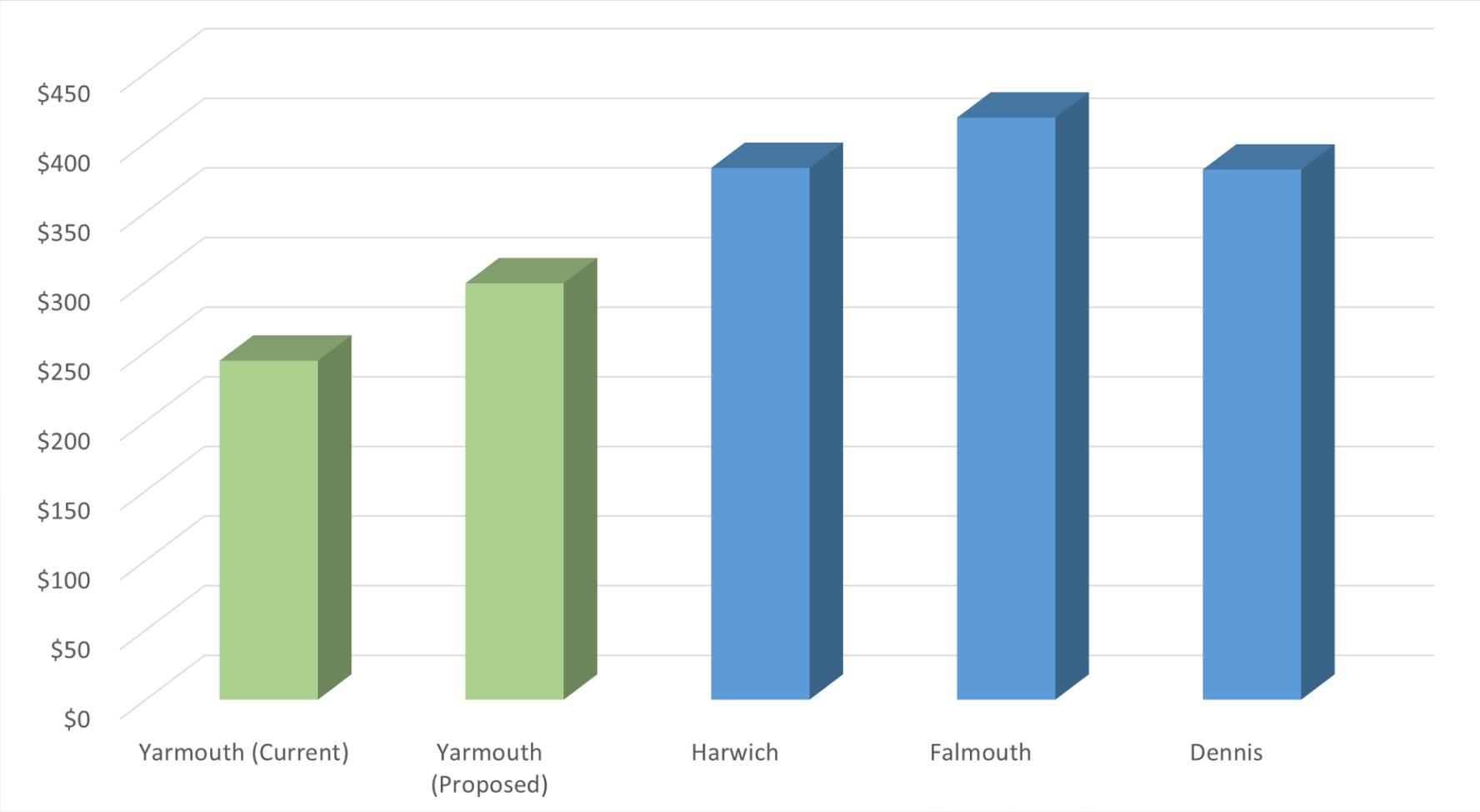
ALTERNATIVE 3 – DEBT AND RESERVES

Customer	Current	2022	2023
Typical Residential	\$243	\$267	\$299
Typical Commercial	\$2,612	\$2,873	\$3,218

Typical Residential is 65 gpcd for a 4 person household or approximately 23,000 gallons per quarter.

Typical Commercial is approximately 250,000 gallons per quarter.

TYPICAL CUSTOMER COMPARISON*



*Yarmouth proposed is the Alternative 3, 2023 residential customer cost.

RECOMMENDATIONS

- CHANGE TO QUARTERLY USAGE BILLING
- INCREASE RATES AND FEES TO COVER CAPITAL COSTS WHILE TAKING ON SOME DEBT (ALTERNATIVE 3)
- CHANGE RATES AND CHANGE TO QUARTERLY BILLING AS OF JANUARY 1, 2021
- REEVALUATE RATES AND STRUCTURE AFTER TWO YEARS WITH ACTUAL QUARTERLY DATA
- PLAN FOR REGULAR SMALL RATE INCREASES AFTER INITIAL LARGER INCREASES



TOWN OF YARMOUTH

1146 ROUTE 28, SOUTH YARMOUTH, MASSACHUSETTS 02664-4491
Telephone (508) 398-2231 Ext. 1271, Fax (508) 398-2365

BOARD OF
SELECTMEN

TOWN
ADMINISTRATOR
Daniel M. Knapik

COMMONWEALTH OF MASSACHUSETTS

WILLIAM FRANCIS GALVIN
SECRETARY OF THE COMMONWEALTH

Town of Yarmouth

WARRANT FOR 2020 STATE ELECTION

BARNSTABLE, SS.

To the Constables of the Town of Yarmouth:

GREETINGS:

In the name of the Commonwealth, you are hereby required to notify and warn the inhabitants of said city or town who are qualified to vote in Elections to vote at:

- Precinct 1 – First Congregational Church, Route 6A, Yarmouth Port
- Precincts 2 & 4 – Yarmouth Senior Center, Forest Road, South Yarmouth
- Precinct 3 – Town Hall Lower Level, 1146 Route 28, South Yarmouth
- Precincts 5 & 6 – CC & Islands Assoc. of Realtors, 22 Mid-Tech Dr., West Yarmouth
- Precinct 7 – The Meeting House, Kings Way, Route 6A , Yarmouth Port

on **TUESDAY, THE THIRD DAY OF NOVEMBER, 2020**, from 7:00 A.M. TO 8:00 P.M. for the following purpose:

To cast their votes in the State Election for the candidates for the following offices:

ELECTORS OF PRESIDENT AND VICE PRESIDENT..... FOR THESE UNITED STATES
 SENATOR IN CONGRESS..... FOR THIS COMMONWEALTH
 REPRESENTATIVE IN CONGRESS..... NINTH DISTRICT
 COUNCILLOR FIRST DISTRICT
 SENATOR IN GENERAL COURTCAPE & ISLANDS DISTRICT
 REPRESENTATIVE IN GENERAL COURT (PCTS 1-4, 7)..... FIRST BARNSTABLE DISTRICT
 REPRESENTATIVE IN GENERAL COURT (PCTS 5, 6).....SECOND BARNSTABLE DISTRICT
 REGISTER OF PROBATE..... BARNSTABLE COUNTY
 COUNTY COMMISSIONER..... BARNSTABLE COUNTY
 BARNSTABLE ASSEMBLY DELEGATE..... TOWN OF YARMOUTH

QUESTION 1: LAW PROPOSED BY INITIATIVE PETITION

Do you approve of a law summarized below, on which no vote was taken by the Senate or the House of Representatives on or before May 5, 2020?

SUMMARY

This proposed law would require that motor vehicle owners and independent repair facilities be provided with expanded access to mechanical data related to vehicle maintenance and repair.

Starting with model year 2022, the proposed law would require manufacturers of motor vehicles sold in Massachusetts to equip any such vehicles that use telematics systems — systems that collect and wirelessly

transmit mechanical data to a remote server — with a standardized open access data platform. Owners of motor vehicles with telematics systems would get access to mechanical data through a mobile device application. With vehicle owner authorization, independent repair facilities (those not affiliated with a manufacturer) and independent dealerships would be able to retrieve mechanical data from, and send commands to, the vehicle for repair, maintenance, and diagnostic testing.

Under the proposed law, manufacturers would not be allowed to require authorization before owners or repair facilities could access mechanical data stored in a motor vehicle’s on-board diagnostic system, except through an authorization process standardized across all makes and models and administered by an entity unaffiliated with the manufacturer.

The proposed law would require the Attorney General to prepare a notice for prospective motor vehicle owners and lessees explaining telematics systems and the proposed law’s requirements concerning access to the vehicle’s mechanical data. Under the proposed law, dealers would have to provide prospective owners with, and prospective owners would have to acknowledge receipt of, the notice before buying or leasing a vehicle. Failure to comply with these notice requirements would subject motor vehicle dealers to sanctions by the applicable licensing authority.

Motor vehicle owners and independent repair facilities could enforce this law through state consumer protection laws and recover civil penalties of the greater of treble damages or \$10,000 per violation.

A YES VOTE would provide motor vehicle owners and independent repair facilities with expanded access to wirelessly transmitted mechanical data related to their vehicles’ maintenance and repair.

A NO VOTE would make no change in the law governing access to vehicles’ wirelessly transmitted mechanical data.

QUESTION 2: LAW PROPOSED BY INITIATIVE PETITION

Do you approve of a law summarized below, on which no vote was taken by the Senate or the House of Representatives on or before May 5, 2020?

SUMMARY

This proposed law would implement a voting system known as “ranked-choice voting,” in which voters rank one or more candidates by order of preference. Ranked-choice voting would be used in primary and general elections for all Massachusetts statewide offices, state legislative offices, federal congressional offices, and certain other offices beginning in 2022. Ranked-choice voting would not be used in elections for president, county commissioner, or regional district school committee member.

Under the proposed law, votes would be counted in a series of rounds. In the first round, if one candidate received more than 50 percent of the first-place votes, that candidate would be declared the winner and no other rounds would be necessary. If no candidate received more than 50 percent of the first-place votes, then the candidate or candidates who received the fewest first-place votes would be eliminated and, in the next round, each vote for an eliminated candidate would instead be counted toward the next highest-ranked candidate on that voter’s ballot. Depending on the number of candidates, additional rounds of counting could occur, with the last-place candidate or candidates in each round being eliminated and the votes for an eliminated candidate going to the voter’s next choice out of the remaining candidates. A tie for last place in any round would be broken by comparing the tied candidates’ support in earlier rounds. Ultimately, the candidate who was, out of the remaining candidates, the preference of a majority of voters would be declared the winner.

Ranked-choice voting would be used only in races where a single candidate is to be declared the winner and not in races where more than one person is to be elected.

Under the proposed law, if no candidate received more than 50 percent of first-place votes in the first round, the rounds of ballot-counting necessary for ranked-choice voting would be conducted at a central tabulation facility. At the facility, voters' rankings would be entered into a computer, which would then be used to calculate the results of each round of the counting process. The proposed law provides that candidates in a statewide or district election would have at least three days to request a recount.

The Secretary of State would be required to issue regulations to implement the proposed law and conduct a voter education campaign about the ranked-choice voting process. The proposed law would take effect on January 1, 2022.

A YES VOTE would create a system of ranked-choice voting in which voters would have the option to rank candidates in order of preference and votes would be counted in rounds, eliminating candidates with the lowest votes until one candidate has received a majority.

A NO VOTE would make no change in the laws governing voting and how votes are counted.

Hereof fail not and make return of this warrant with your doings thereon at the time and place of said voting.

Given under our hands this _____ day of _____, 2020.

SELECTMEN OF THE TOWN OF YARMOUTH:

Mark Forest, Chairman

Erik Tolley, Vice-Chairman

Tracy Post

Michael Stone

Daniel Horgan

(Indicate method of service of warrant)

Constable Signature

_____, 2020.
(Month and Day)

Warrant must be posted by October 27, 2020, (no fewer than seven days prior to the November 3, 2020 State Election).



TOWN OF YARMOUTH BOARD OF SELECTMEN PROJECTED 2020 AGENDA ITEMS

MEETING DATE		BUDGET SCHEDULE DUE DATES	REGULAR BOS AGENDA ITEMS
SEPTEMBER 29			<ul style="list-style-type: none"> • PUBLIC HEARING: 1078 YARMOUTH, INC., DBA DAGGETT'S LIQUORS – TRANSFER OF PACKAGE STORE LICENSE • PUBLIC HEARING: 2021 ALCOHOL FEES (1ST READING) • TAX CLASSIFICATION HEARING • BOS BUDGET POLICY DIRECTIVE • CVEC ANNUAL PRESENTATION • REVIEW SPECIAL TOWN MEETING ARTICLES
OCTOBER 6			<ul style="list-style-type: none"> • EXTENSION OF OUTDOOR DINING PER GOVERNOR'S ORDER • 2021 ALCOHOL FEE HEARING (2ND READING) • ELECTION WARRANT • WASTEWATER ARTICLE UPDATE • WATER RATE OPERATION PRESENTATION • YARMOUTH GARDENS AFFORDABLE HOUSING REDEVELOPMENT PROJECT
OCTOBER 20	JOINT MEETING WITH FINANCE COMMITTEE	SELECTMEN BUDGET POLICY STATEMENT	<ul style="list-style-type: none"> • COMCAST CONTRACT NEGOTIATION UPDATE • SPECIAL TOWN MEETING ARTICLE APPROVAL (FINAL VOTE) • STM PETITIONED ARTICLES REVIEW • FY2020 AND SUMMER 2020 GOLF WRAP UP • END OF YEAR FINANCIAL UPDATE
NOVEMBER 3	ELECTION		
NOVEMBER 10			<ul style="list-style-type: none"> • POSSIBLE BSU PRESENTATION
NOVEMBER 17	SPECIAL TOWN MEETING		<ul style="list-style-type: none"> •
DECEMBER 1		DEPT. BUDGET REQUESTS DUE TO TOWN ADMIN.	<ul style="list-style-type: none"> • CAPITAL BUDGET COMMITTEE RECOMMENDATIONS FOR FY 2022 • RASWAC UPDATE REGARDING POLYSTYRENE BYLAW • RECRUITMENT REVIEW REGARDING MINORITY HIRING
DECEMBER 15			<ul style="list-style-type: none"> • TOWN ADMINISTRATOR FY2022 BUDGET PRESENTATION
DECEMBER 29	NO MEETING		



TOWN OF YARMOUTH
BOARD OF SELECTMEN
PROJECTED 2020 AGENDA ITEMS

MEETING DATE		BUDGET SCHEDULE DUE DATES	REGULAR BOS AGENDA ITEMS
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- **BEACH ISSUES**
- **RENAMING POLICY**
- **COMMITTEE REPORTS**
- **DHY AGREEMENT**
- **CLEAN WATER TRUST**
- **FINANCE UPDATE ON INTERNAL CONTROLS**
- **CAPE LIGHT COMPACT PRESENTATION - SEPTEMBER**
- **CEDC GOALS AND SUPPORT OF WASTEWATER; AND SPECIAL EVENTS**
- **LEGAL SERVICES REVIEW**
- **CAPE COD COMMISSION UPDATE - SEPTEMBER**
- **BARNSTABLE MUNICIPAL AIRPORT – AIRPORT MASTER PLAN – SEPTEMBER**

RECEIVED
SEP 30 2020
BY: _____

Sept 30th.

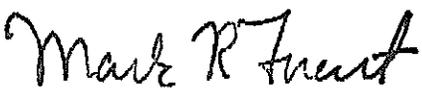
I Thomas Nickello
have to resign from every
position I hold with the town
of Yarmouth effective immediately.

Tom Nickello

COMMITTEES:

BOARD OF APPEALS

PERSONNEL BOARD

TO: BOARD OF SELECTMEN
FROM: Mark Forest, Chairman
Board of Selectmen 
SUBJECT: Reappointment – Historical Commission
DATE: September 30, 2020

OPENINGS: 1 Regular position (unexpired term, to run thru 7/31/2023)

Number of Interviewers:

_____ Selectmen

_____ Commission/Committee Members

Numerical Evaluation of Candidates

****Maximum Score = 20****

APPLICANT	COMMISSION RATING	SELECTMEN RATING	AVG. RATING
------------------	------------------------------	-----------------------------	------------------------

Beverly Bachand

RECOMMENDATION: To reappoint Ms. Bachand as a Regular member to the Yarmouth Historical Commission. This appointment is to fill an unexpired term which will run through July 31, 2023.

TO: BOARD OF SELECTMEN
FROM: Mark Forest, Chairman
Board of Selectmen *Mark R Forest*
SUBJECT: Reappointment – Mid-Cape Cultural Council
(TOY Representative Position)
DATE: September 30, 2020

OPENINGS: 1 Representative position (three-year term, to run thru 6/30/2023)

Number of Interviewers:

_____ Selectmen

_____ Commission/Committee Members

Numerical Evaluation of Candidates

****Maximum Score = 20****

APPLICANT	COMMISSION RATING	SELECTMEN RATING	AVG. RATING
------------------	------------------------------	-----------------------------	------------------------

Sarah Thornington

RECOMMENDATION: To reappoint Ms. Thornington as a Town of Yarmouth representative member to the Mid-Cape Cultural Council. This appointment is for a three-year term which will run through June 30, 2023.

DRAFT Notice of Vacancy

Town Administrator Town of Yarmouth

The town of Yarmouth (population: 23,793) is seeking qualified applicants for the position of Town Administrator to serve as chief administrative officer of the town starting in January 2021. The successful candidate will have excellent leadership qualities, exceptional oral and written communication skills including successful grant-writing record, experience with municipal finances, budgets, procurement, Mass. general laws, personnel management, and planning.

The candidate should be forward-thinking and innovative, with a strong commitment and motivation to work collaboratively with local boards, town department heads, employees, and citizens. The Town Administrator plays a crucial role in the town's overall planning, management, organization, stability, and growth of the community. The Town Administrator works under the direction of a five-member Board of Selectmen. The duties are outlined in the Yarmouth Town Charter and in a Yarmouth Town Administrator job description. Both are posted on the Town's website: www.yarmouth.ma.us.

Job requirements include: Bachelor's degree, Master's degree in public administration, business administration, or a related field, and at least three years of municipal management, preferably in Massachusetts, or related experience.

Salary will be commensurate with experience. All replies will be kept confidential. Please send a cover letter and resume to:

Jason R. Talerman
Mead, Talerman & Costa, LLC
730 Main Street · Suite 1F · Millis, Massachusetts · 02054
jay@mtclawyers.com ·

To be posted in the Cape Cod Times, Boston Globe, and Mass Municipal Association Beacon.

**TOWN ADMINISTRATOR
(Town of Yarmouth, Massachusetts)**

October 23, 2002

Definition:

Administrative and supervisory work in providing daily control over a variety of ongoing town activities, researching, analyzing and recommending changes in town policies, and serving as liaison and coordinator between the Board of Selectmen and other town officials, employees and citizens; all other related work as required.

Supervision:

Works under the administrative direction of the Board of Selectmen and in conjunction with the policies and procedures of the town.

Performs varied and highly complex professional municipal management duties. Exercises considerable judgment making administrative and policy decisions and overseeing the operations of all town departments.

Supervises, both directly and through subordinates, approximately 300 full-time and part-time employees. Serves as the Department Head for the Health and Building Divisions until such time as a Director of Municipal Inspections is appointed.

Job Environment:

Work is performed under typical office conditions. Incumbent is required to attend several night meetings per week as well as be available on weekends to respond to unusual situations.

Operates computers, telephone, and other standard office equipment.

Makes frequent contacts requiring significant perceptiveness and discretion with the general public, town departments and boards, members of the business community, attorneys and state, federal and local officials.

Has full access to town-wide confidential information including bid proposals, personnel records, negotiating positions, as well as legal issues.

Errors in judgment could have continuing adverse effect on the town's ability to deliver services, loss of municipal revenues, have legal ramifications, and cause significant adverse public relations.

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.)

Acts as Chief Administrative and Fiscal Officer; provides general supervision and management of all town departments; coordinates and directs budgeting, expenditures, town services, internal policies and procedures, and public relations; responds to the direction of the Board of Selectmen.

Plans, administers, manages, and coordinates the daily operation of the town in response to the direction of the Board of Selectmen and the specifications of existing policy, town by-laws, state statutes and federal laws.

Oversees the preparation for the Board of Selectmen meetings, developing agenda, researching issues, providing background and recommendations for action when requested, and generally assisting in the efficient movement of the meeting.

Prepares, coordinates, analyzes and assembles the town's annual operating budget and capital plan; presents the budget and plan to the Board of Selectmen; updates, revises and adjusts both in response to Board review.

Oversees preparations for Town Meetings; prepares warrant articles, assures relevant review, research and public meetings; implements resulting fiscal, administrative and legal determinations.

Directs the activities of the Town Counsel, requesting opinions relaying recommendations, working on litigation, communicating town's objectives and keeps Board of Selectmen informed of legislation, litigation and legal opinions affecting the town.

Serves as agent of the Selectmen in collective bargaining and non-union matters; meets and negotiates with union and non-union representatives, overseeing the administration of labor agreements and personnel policies and procedures, researching and advising the Board on all personnel issues.

Recruits and recommends the appointment of department heads to the Board of Selectmen; appoints non-department head employees after recruitment, interview and department head recommendation review; oversees employee performances and directs disciplinary actions and termination when necessary.

Maintains and improves relations among town officials, department heads, employees, governmental officials, the general public, citizen groups, and media representatives by presenting the town's position on issues, responding to citizen complaints. Represents the Board at conferences, hearings and meetings, interacting with media representatives and facilitating

communications among all groups.

Town of Yarmouth
Town Administrator
Page Three

Manages the Town Administrator/Board of Selectmen's Office, communicating, interpreting and implementing the Board's policies to departments and personnel; reports problems and non-compliance, recommending relevant action; establishes and effective working relationship among town boards, committees and commissions; keeps the Board informed of activities and issues.

Directs the preparation of grant applications and coordinates grant procedures from analysis of consistency with town policies to implementation and monitoring of awards.

Oversees the maintenance of records of all local, state, and federal laws pertaining to functions and policies of the town.

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

Recommended Minimum Qualifications:

Education and Experience:

Master's degree in public administration, business management or related field; at least seven years experience in an upper level executive municipal administrative position; or any equivalent combination of education and experience.

Knowledge, Ability and Skill:

Knowledge: Working knowledge of business administration, municipal finance, accounting practices, local, state and federal laws, and general office procedures.

Ability: Ability to deal appropriately and effectively with the general public, the media, town officials, commissions and boards, state and federal agencies, and the business community. Ability to direct the work of department heads as well as professionals and other subordinates. Ability to negotiate contracts, agreements, and appropriate working arrangements with community organizations and the business community. Ability to work under time pressure and in stressful circumstances. Ability to develop effective working relationships with subordinates and with other town departments.

Skill: Possession of mediation, conflict resolution, and leadership skills. Excellent written and oral communication skills.

Town of Yarmouth
Town Administrator
Page Four

Physical Requirements:

Minimal physical effort generally required in performing duties under typical office conditions. Position requires the ability to operate a keyboard and standard office equipment at efficient speed. The employee is frequently required to use hands to finger, handle, or feel objects, tools, or controls; and reach with hand and arms. The employee is frequently required to sit and talk and hear.

(This job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.)

DRAFT Yarmouth Interim Town Administrator (October 2020)

A. Functions and Duties of the (Interim) Town Administrator (TA). The TA:

1. Will be chief administrator officer of the Town.
2. Anticipated start in January 2021. Expected duration: three to six months.
3. Shall perform duties specified in the Town of Yarmouth Charter, Town Administrator Job description, Town by-laws and as the Board of Selectmen shall, from time to time, assign.
4. Shall be responsible for efficient administration of all Town officers appointed by TA and their respective departments.
5. Shall attend all regular meetings of the Board of Selectmen.
6. Shall attend any sessions of town meeting.
7. Shall keep Board of Selectmen fully informed as to the needs of the town and recommend measures requiring action.
8. Shall ensure full records of the Town's financial and administrative activities are maintained, and render reports to the Board of Selectmen as may be required.
9. Shall prepare and submit an annual operating budget (if duties continue through the budget preparation process).
10. Shall ensure efficient preparation of town meeting warrants.

B. The desired candidate for Interim Town Administrator is preferred to possess these competencies, experience, and characteristics:

1. **EXPERIENCE:** Possesses experience as a town administrator, ideally from within Barnstable County. Massachusetts experience is acceptable.
2. **EDUCATION:** Possesses a bachelor's degree in an area appropriate to municipal government leadership. A graduate degree in public administration, public policy, law, or business administration is preferred.
3. **COMMUNICATION SKILLS:** Possesses excellent public and interpersonal communication skills. Able to communicate effectively with all groups in the community.
4. **LEADERSHIP APPROACH:** Serves as an inclusive leader who possesses a collegial leadership style that fosters joint problem-solving. Demonstrates respect for all members of team and community.
5. **ORGANIZATIONAL CLIMATE:** Maintains a positive labor-management climate.
6. **STRATEGIC PLANNING/FINANCIAL MANAGEMENT:** Able to direct a budget process that develops a comprehensive budget for consideration.
7. **ENVIRONMENTAL SUCCESS:** Experience working effectively in a political environment; comfortable managing in an environment where administration is shared by TA and Select Board.
8. **SCHEDULE REQUIREMENTS:** Can demonstrate ability to be available for required 24 hours/week service to include day and evening meetings when attendance is needed. Able to begin duties immediately.
9. **AFFILIATION:** Not employed currently/recently by Town of Yarmouth.
10. **INTEGRITY:** Demonstrated integrity and ethical behavior in professional activities.

C. Source Documents

1. Ouellete, John (Ed.), Handbook for Massachusetts Selectmen (4th ed.). Massachusetts Municipal Association (2014).

INFORMATION ITEMS

TOWN OF YARMOUTH

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM LEGAL ADVERTISEMENT AMENDMENT OF PROGRAM PLANS

DATE OF NEWSPAPER PUBLICATION: OCTOBER 1, 2020

**THIS NOTICE HAS A MINIMUM FIVE (5) DAY COMMENT PERIOD
AS ALLOWED BY US HUD TO RAPIDLY PREPARE FOR, PREVENT
AND RESPOND TO THE SPREAD OF COVID-19
ALL COMMENTS ARE DUE BY OCTOBER 9, 2020**

It is intended by this notice to inform the general public that on September 11, 2020 US HUD allotted \$242,315 to the Town of Yarmouth to prepare for, prevent and respond to the spread of the new coronavirus COVID-19, as authorized by the Coronavirus Aid, Relief and Economic Security Act (CARES Act). The CARES Act made these funds available to the Town through the Community Development Block Grant (CDBG) Program. The funds are commonly referred to as CDBG-CV. In total, the Town has been allotted \$318,195 of CDBG-CV funds.

The Town proposes to amend its current CDBG plans with a revised CDBG-CV budget, as shown here. The CDBG 2020 budget is also shown here but is not being revised at this time.

PROGRAM	CDBG-CV	CDBG 2020
Administration and Planning	\$63,633	\$25,798
Public Service	223,852	19,348
Job Retention and Creation		83,843
Special Business Assistance	30,710	
Spot Blight Removal		10,000
Public Infrastructure		25,000
Affordable Housing		60,954
TOTAL	\$318,195	\$199,145

YARMOUTH TOWN CLERK

20SEP24PM3:24 REC

The Town proposes to amend current CDBG plans to include the following priority Public Services: food security, mortgage assistance, rent assistance, utility assistance, childcare, internet access and public health activities; and to include the following priority Economic Opportunities: assistance to Yarmouth small business with payroll costs, commercial rent and mortgage payments, and debt service.

Any questions or comments concerning the above-described activities and amendments should be put in writing sent to Mary Waygan, Affordable Housing/CDBG Program Administrator, Department of Community Development, 1146 Route 28, South Yarmouth, MA 02664 mwaygan@yarmouth.ma.us **All comments are due by October 9, 2020.** Telephone inquiries may be made by calling 774-212-1668 (TDD 508-398-2231).

Daniel M. Knapik, Town Administrator
Town of Yarmouth

TOWN OF YARMOUTH

LEGAL ADVERTISEMENT

COMMUNITY DEVELOPMENT BLOCK GRANT CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT FOR THE FEDERAL FISCAL YEAR 2019

PUBLIC HEARING

The Town of Yarmouth has completed its 2019 Program Year for the U.S. Department of Housing and Development Community Development Block Grant (CDBG) Program and is preparing its Consolidated Annual Performance and Evaluation Report (CAPER). The Department of Community Development will conduct a public hearing on the CAPER on November 5, 2020 5 PM via interactive online webinar via Zoom: <https://us02web.zoom.us/j/89225894330> Meeting ID: 892 2589 4330 or dial +1 312 626 6799 +1 929 205 6099 US Meeting ID: 892 2589 4330

The purpose of the hearing is to obtain the comments and views of citizens, public agencies, community organizations, and other interested parties in Yarmouth on the CAPER for the Program Year 2019. Information obtained will be considered in the preparation of the CAPER. The CAPER serves as an annual report outlining the year's accomplishments for the Town's CDBG Program, which is funded by the Department of Housing and Urban Development (HUD). The report covers the period from July 1, 2019 through June 30, 2020. Please contact the Department of Community Development at 774-212-1668 with inquiries about the CDBG Program or to request special accommodations. Anyone unable to attend this hearing may submit written comments or questions to the Department of Community Development, CDBG Program, 1146 Route 28, South Yarmouth, MA 02664.

YARMOUTH TOWN CLERK

DOCUMENT AVAILABILITY

'20OCT1AM9:47 REC

The Town of Yarmouth has completed its 2019 Program Year for the U. S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) Program and is preparing its Consolidated Annual Performance and Evaluation Report (CAPER). The CAPER is an annual report which outlines the year's accomplishments of the Towns' CDBG Program. The report covers the period from July 1, 2019 through June 30, 2020. A draft report will be available as of October 26, 2020 online at <http://www.yarmouth.ma.us/269/Community-Development-Block-Grant-Programs> or by contacting Mary Waygan at 774-212-1668 or mwaygan@yarmouth.ma.us. Yarmouth residents are encouraged to obtain copies of this report and to participate in the CDBG program.

Comments on the CAPER may be submitted in writing to the Department of Community Development, Town of Yarmouth, 1146 Route 28, South Yarmouth, MA 02664. Comments will be accepted through November 13, 2020. Comments will be included in the final report to be submitted to HUD after November 16, 2020 but no later than November 20, 2020. Please contact the Department of Community Development, at 774-212-1668) with questions or inquiries about the Town of Yarmouth CDBG Program.