CITY OF BEVERLY

SITE PLAN REVIEW APPLICATION, *or*
MODIFICATION OF SITE PLAN REVIEW APPLICATION
(please type or print clearly)

RECEIVED
APR 19 2016
BEVERLY PLANNING BOARD

April 18, 2016
(date)

, 20
(date received)

Name of owner (*please print*): Aston Investments, LLC Attention: Roy Serpa

Address of owner: 112 Elliot Street, Beverly, MA

Telephone number (H): (W): 978-922-2095

Name of applicant (*please print*): Beverly Crossing 480, LLC

Address of applicant: c/o Glovsky & Glovsky, LLC, 8 Washington St., Beverly, MA

Telephone number (H): N/A (W): (978) 720-3122

Address of property: 480-482 Rantoul Street

Assessors' Map #: Map 20 lot#: Lots 107/108 zoning district: CC/IR

Total Area of Land:

Description of project:

The project consists of the construction of a mixed use, five-story building and related parking, utility and landscaping improvements. The building will contain 90 apartment units and approximately 1900 square feet of retail/commercial space on the ground floor. See Addendum accompanying this application for further details.

The deed for this property is recorded in Essex South

Registry of Deeds, Book # TBD, Page # TBD (See Addendum for details)

See attached authorization letter
(signature of property owner)
By its attorney,

(signature of applicant if not owner)
Miranda P. Gooding, Esq.

** See attached copy of zoning ordinance for plan and filing requirements and procedure**

CITY OF BEVERLY PLANNING BOARD
SPECIAL PERMIT APPLICATION FORM

RECEIVED
1 2016
BEVERLY PLANNING BOARD

Date: April 18,2016 Received by: _____

1. Name & Mailing address of petitioner: Beverly Crossing 480, LLC, c/o Glovsky & Glovsky, LLC
8 Washington Street, Beverly MA 01915

2. Name & Mailing address of property owner: Aston Investments LLC
112 Elliot Street, Beverly, MA 01915

3. Petitioner's telephone number: 978-720-3122 Fax number: 978-720-3181

4. Property owner's telephone number: 978-922-2905 Fax number: _____

5. Street address of subject property: 480 - 482 Rantoul Street
Assessors Map/Lot Numbers: Map 20 Lots 107 and 108

6. If petitioner is the owner, state date of acquisition and the name of the person from whom title was acquired: N/A

7. If petitioner is not the owner, state interest or status of petitioner in land: See attached Addendum.

8. Specific provision(s) of the zoning ordinance involved in this application: Section 38-17.C.1 - new mixed mixed use building in CC Zone with more than 75% residential floor area; and Section 38-25.A.4 - reduce required off street parking spaces for residences from 118 to 108 (or 1.3/unit to 1.2/unit).

9. State the use for which permission is being sought: See attached Addendum.

10. Is the property which is the subject of this application contiguous to other land held in common ownership? No.

The successors agree for themselves, their successors in title, and assigns to comply continuously with such conditions, limitations, and safeguards as may be specified by the Planning Board and that failure to so comply or failure to use said lot or building (if any) for the purpose above specified shall constitute a violation of and make void any special permit issued pursuant hereto.

By its attorney,

Signature of petitioner
Miranda P. Gooding

See attached authorization letter.

Signature of property owner

REQUIRED ATTACHMENTS

- Copy of current property deed
- Evidence of petitioner's right to file application if applicable (e.g. purchase and sale agreement, signed and notarized statement from property owner)
- Copy of most current record plan
- Twelve (12) copies of plan(s) drawn in accordance with the Board's requirements for said plans, and ten (10) additional copies of plans, size 11" x 17"
- $400.00 filing fee (cash or check made payable to the City of Beverly)
- List of names and addresses of parties in interest as defined by M.G.L. Chapter 40A, Section 9

CITY OF BEVERLY PLANNING BOARD
INCLUSIONARY HOUSING APPLICATION

(please type or print clearly)

File one (1) original and eleven (11) copies of completed form with the Beverly Planning Board together with a $100.00 filing fee. One (1) completed form will also be filed with the City Clerk. See attached copy of *Inclusion of Affordable Housing Submission Requirements, Procedures & Supplemental Regulations* (the "Regulations") and Zoning Ordinance Section 29-34, *Inclusion of Affordable Housing* for plan filing requirements and review procedure.

RECEIVED
APR 18 2016
BEVERLY PLANNING BOARD

April 18, 2016
(date)

, 20
(date received)

Name of owner (*please print*): Aston Investments, LLC *, Attention: Roy Serpa

Address of owner: 112 Elliot Street, Beverly, MA 01915

Telephone number (H): _____ (W): 978-922-2095

Name of applicant (*please print*): Beverly Crossing 480, LLC

Address of applicant: c/o Glovsky & Glovsky, LLC, 8 Washington Street, Beverly, MA 01915

Telephone number (H): _____ (W): 978-720-3122

Address of property: 480-482 Rantoul Street

Assessors' Map #: 20 lot#: 107 and 108 zoning district: CC and IG

Total Area of Land: 85,293 SF

The deed for this property ~~is~~ will be recorded in Essex South District

Registry of Deeds, Book # TBD, Page # TBD.

Total Number of Units: 90

Description of project. Include identification of the lots(s) proposed for Inclusion (On-Site) Units and the type of dwelling unit(s):

See accompanying Addendum for details of this Application.
Draft Regulatory Agreement and Affirmative Fair Housing Marketing Plan are attached.

* See Addendum regarding current site ownership.

Is this project subject to Site Plan Review under Section 29-29.C or 29-24.B of the Beverly Zoning Ordinance? Yes X No_____

Is this project subject to a Special Permit or subdivision filing with the Beverly Planning Board? Yes X No_____

By its attorney

See attached Authorization
(signature of property owner)

(signature of applicant if not owner)
Miranda P. Gooding, Esq.

Required Attachments

1. Site Plan conforming to Zoning Ordinance Section 29-24.B, 29-29.C, or 29-29.C.3 pursuant to Section 2.1.3 and 2.1.4 of the Regulations.
2. Data demonstrating compliance with Sections 29-34.C. "Housing Affordability" and 29-34.E. "Minimum Percentage of Affordable Units" of the Zoning Ordinance.
3. Data demonstrating compliance with Section 29-34.H. "Dimensional and Density Regulations" of the Zoning Ordinance - for Inclusion (on-site) Units only.
4. Elevations, sample floor plans and interior finish specifications for typical market-rate and affordable housing units (unless applicant requests deferment from Planning Board pursuant to Section 2.1.8. of the Regulations).
5. Draft Regulatory Agreement, Draft Affordable Housing Deed Rider and Draft Affirmative Marketing Plan.
6. For projects requiring a special permit pursuant to Section 29-34 of the Zoning Ordinance, applicants shall submit information pursuant to Section 4 of the Regulations.

APPLICATION ADDENDUM

To

Site Plan, Special Permit and
Inclusionary Housing Applications
480-482 Rantoul Street
Beverly Crossing 480, LLC

Project Narrative/Description
Owner Authorization Letter
Recorded Deeds
Draft Regulatory Agreement
Draft Affirmative Fair Housing Marketing Plan

Beverly Crossing 480, LLC (the "Applicant") seeks the following relief for its proposed redevelopment of the property situated at 480-82 Rantoul Street (the "Property"):

(i) Site Plan Review under Section 38-29.C of the Zoning Ordinance;
(ii) Special Permit under Section 38-17.C.1 of the Zoning Ordinance to authorize the development of a mixed use building in the CC Zoning District, in which the residential use will occupy more than 75% of the floor area in the building;
(iii) Special Permit under Sections 38-25.A.4 of the Zoning Ordinance to reduce the required off-street parking for the residential use from 118 spaces to 108 spaces (or 1.3 spaces per residence to 1.2 spaces per residence); and
(iv) Approval of Inclusionary Housing Application under Section 38-34 of the Zoning Ordinance.

Background

This Project is a joint development venture proposed by Windover Development LLC in partnership with the Serpa family, which has owned the Property since 1997 through two (2) limited liability companies, Force Realty LLC and Rantoul Street, LLC. As of the date of this application, record title to the two lots had just been conveyed to a new entity owned by the Serpa family, Aston Investments, LLC. Copies of deeds are attached hereto. The "Applicant" and/or "Petitioner" named in these applications is Beverly Crossing 480 LLC, which is a joint venture entity between Aston Investments, LLC and Windover Development LLC. The Applicant will ultimately own, develop and operate the Property once permitting is in place.

As shown on the accompanying Site Plans, the Property consists of two (2) adjacent, vacant lots containing approximately 85,293 +/- square feet in the aggregate, with 221.6 feet of frontage on Rantoul Street. The Property is located primarily in the CC Zoning District. A small segment of the property (5,571 +/- square feet at the southwest corner) is located in the adjacent IG Zoning District.

This long vacant site was formerly operated as a Friendly's Restaurant before the location was closed. In 2007, the current owners of the Property obtained the required approvals to redevelop the Property with a retail plaza involving three (3) buildings with 21,000 gross square feet of total retail and commercial use (see Site Plan Review #90-07). Preliminary site work and building demolition began shortly thereafter but construction of the retail project was put on hold when the real estate market declined in 2008. The site has remained vacant and unused since that time.

Project Description

The proposed Project includes the construction of a single mixed use building containing five (5) stories of residences, with a ground floor commercial/retail storefront along a portion of Rantoul Street. Vehicular access to the site will be provided from Rantoul Street via a one-way driveway located to the south of the proposed building and the exit will be a one way driveway out to the north of the building. The Project is proposed to be developed as apartments and will be professionally leased and managed. 90 residential units are proposed, consisting of 62 one-bedroom units and 28 two-bedroom units. In addition to the new building, the Project will include a surface parking area for 108 cars, as well as utility and drainage infrastructure as more particularly detailed on the accompanying Site Plan.

The Property contains a small isolated wetland area in the south corner of the Property, which will not be disturbed. The Project is the subject of a Notice of Intent which is pending before the Conservation Commission.

The building design, and its interaction with the Rantoul Street streetscape, has been reviewed informally by the Design Review Board earlier in April. In response to comments received during that meeting, the Applicant is currently revising plans for its formal submission to the DRB for consideration at its May meeting (the revised Building Plans will be filed under separate cover to supplement this application).

In addition to the Site Plan and Building Plans, the following materials accompany this application:

1. Traffic Impact and Access Study dated March 28, 2016, prepared by The Engineering Corp ("TEC"), as supplemented by Lenox Street Sensitivity Analysis Memo dated April 18, 2015. The traffic study concludes that the traffic generated by the project can be safely and efficiently accommodated along the existing street system with the implementation of minor signal timing changes. Such changes are planned as part of MassDOT's Rantoul and Cabot Streets Reconstruction project.

2. Stormwater Management Report, dated March 25, 2016 prepared by Meridian Associates, Inc. As detailed in the Report, all DEP Stormwater Management Standards are addressed and met by the proposed design. A post construction operation and maintenance plan is included with the Report.

Inclusionary Housing

The Applicant currently proposes that all of the 11 required inclusionary units be provided on-site. A mixture of 9 one-bedroom and 2 two-bedroom units are proposed to be dispersed evenly throughout the building. In accordance with Section 2.6.3 of the

Board's Inclusionary Housing Regulations, the inclusion units will be finished with durable, good quality finishes, consistent with contemporary standards for new housing. The building plans to be filed with this application will note the proposed locations of the designated inclusionary units. The inclusionary units are proposed to be fixed units as opposed to floating units. Draft forms of the Regulatory Agreement and Marketing Plan are attached hereto.

Notwithstanding the foregoing, the Applicant is actively investigating the possibility of developing affordable units off-site, potentially in partnership with a local nonprofit affordable housing developer. In the event that an off-site location is secured, the Applicant reserves the right to amend this application to seek special permit approval of off-site affordable housing in accordance with Section 38-34.G.2.a of the Zoning Ordinance (off-site units) and/or Section 38-34.G.3 (credit units).

Special Permit Criteria

The proposed project complies with the conditions for the issuance of a special permit contained in Section 38-28C.2:

a. ***That the specific site is an appropriate location for the proposed use, and that the character of adjoining uses will not be adversely affected.***

   The proposed use is consistent with the City's efforts to promote higher-density residential development within walking distance to mass transit, and in the Rantoul Street corridor generally, in order to revitalize Rantoul Street and downtown Beverly. The neighborhood is home to a diverse mixture of commercial, institutional and residential uses and the proposed multi-use building will be in keeping with those uses and will not cause adverse effects.

b. ***That no factual evidence is found that property values in the district will be adversely affected by such use.***

   The introduction of new ground floor retail use and a more interactive pedestrian experience will improve this area of Rantoul Street and bring new residents to the downtown. These changes will lead to increased demand for convenience and other retail amenities in the neighborhood and will eventually encourage the redevelopment and improvement of existing under-utilized properties. All of the foregoing will lead to enhanced property values.

c. ***That no undue traffic and no nuisance or unreasonable hazard will result.***

   Overall, the project is located in an urban area with adequate transportation infrastructure already in place. It is noted that the infrastructure will be improved by

the forthcoming Route 1A improvement project, the details of which have been taken into account in designing the project.

d. ***That adequate and appropriate facilities will be provided for the proper operation and maintenance of the proposed use.***

All applicable fire and safety codes will be observed in the construction of the project, and there will be ample access for public safety and emergency vehicles. The site is presently served by municipal water and sewer, natural gas, cable, electricity and telephone service. To address storm water drainage, the Applicant has proposed to improve the existing on-site drainage and infiltration infrastructure.

e. ***That there are no valid objections from abutting property owners based on demonstrable fact.***

The Applicant has met with abutters and other parties in interest to hear any concerns regarding the project and will endeavor to address valid objections or concerns.

f. ***That adequate and appropriate City services are or will be available for the proposed use.***

The preliminary project review for this building did not reveal any deficiencies in City services available for the building. The Applicant will endeavor to address concerns that are raised during the Site Plan Review process.

Based on the foregoing, the Applicant respectfully requests the granting of these Special Permit requests, and approval of the accompanying Site Plan and Inclusionary Housing Applications.

AUTHORIZATION

RE: Owner Assent to Submit Applications – 480-82 Rantoul Street

To whom it may concern:

The undersigned, being the owner of the premises commonly known as 480-82 Rantoul Street, Beverly, MA (being shown as Lots 107 and 108 on Assessor's Map 20), hereby authorize **Beverly Crossing 480, LLC** to submit applications to various Boards and Commissions of the City of Beverly, including without limitation, the Conservation Commission, Planning Board, Engineering Department and Building Department, for review and permitting of a proposed mixed use building and associated site improvements.

ASTON INVESTMENTS, LLC, a Massachusetts limited liability company

By: Roy F. Serpa
Roy F. Serpa, Manager

April 14 2016

SO.ESSEX #206 Bk:34853 Pg:083
04/19/2016 10:14 AM DEED Pg 1/3
eRecorded

QUITCLAIM DEED

Force Realty, LLC, a Massachusetts limited liability company with a principal address of 112 Elliot Street, Beverly, Massachusetts, in consideration paid of One ($1.00) Dollar, grants to Aston Investments, LLC, a Massachusetts limited liability company with a principal address of 112 Elliot Street, Beverly, Massachusetts with

Property Address: 480-482 Rantoul Street, Beverly, MA

QUITCLAIM COVENANTS

Parcel I

Beginning at a point on the Westerly side of Rantoul Street at land now or formerly of Erase Carrier and thence running

SOUTHWESTERLY by said land of Carrier, two hundred twenty-one and 95/100 (221.95) feet to a point; thence turning and running

NORTHEASTERLY by land of the Lear Trust to the most Southeasterly corner of land now or formerly of Fannie Smith; thence continuing

NORTHEASTERLY by said Smith land, eighty-four and 85/100 (84.85) feet to Lot "B" as shown on plan recorded with said Registry, Book 3432, Page 593, thence running

EASTERLY by said Lot "B" on two courses, about one hundred twenty-one (121) feet, and about sixteen and 35/100 (16.35) feet, and by Lot "A" as shown on said plan, eighty-one and 74/100 (81.74) feet to Rantoul Street; thence running

SOUTHWESTERLY by Rantoul Street about seventy-seven and 30/100 (77.30) feet to the point of beginning.

A portion of the said premises are as shown on a plan recorded with said Registry, Book 3586, Page 179.

This Instrument Prepared by
And After Recording Return to:
David M. Lipshutz, Esq.
Seegel Lipshutz & Lo, LLP
80 William Street, Suite 200
Wellesley, MA 02481

Parcel II

The land in said Beverly, together with the buildings thereon, situated on Rantoul Street, and bounded and described as follows:

EASTERLY	by Rantoul Street, sixty-five and 20/100 (65.20) feet;
SOUTHERLY	by Parcel I described herein, on two courses shown on said plan recorded with said Registry, Book 3432, Page 593, as land of Orrick H. and Jane Biggs, and land now or formerly of E. Chase Heirs, ninety-eight and 9/100 (98.09) feet, and about one hundred twenty-one (121) feet;
WESETERLY	by other land of said Trustee, shown on said last-mentioned plan, as land now or formerly of E. Chase Heirs by the middle of the ditch, about fifty-one (51) feet;
NORTHERLY	by land now or formerly of Lizzie F. and Harold B. Goodhue, as shown on said last-mentioned plan, on two courses totaling about two hundred eight and 50/100 (208.50) feet.

Being Lot "A" and Lot "B" as shown on last-mentioned plan.

Parcel III

The land commonly referred to as 480 Rantoul Street, Beverly, Essex County, Massachusetts, being comprised of Lots B1 and B2, shown on a plan entitled "Plan of Land in Beverly, Mass.," prepared by Hayes Engineering dated September 13, 2007, revised October 3, 2007, and recorded with said Registry in Plan Book 412, Plan 84. Lot B1 consists of 5,571 square feet of land, more or less, and Lot B2 consists of 45,443 square feet, more or less, according to said Plan.

Said "B1" is conveyed with the perpetual right and easement to use that portion of "C1", as shown on said Plan, which lies between the building on said "C1", as shown on said Plan, and said "B1" for access and egress to and from said "B1" for the purpose of constructing and maintaining a retaining wall on said "B1" and for general property maintenance purposes, all in common with others lawfully entitled thereto.

This conveyance is not a sale of all or substantially all of the assets of the grantor.

For Grantor's title to Parcel I and Parcel II see Deed of Bertram Glovsky and Joseph Rubenstein, Trustees of Elliott Trust II dated August 21, 1997 and recorded with the Essex South Registry of Deeds in Book 14281, Page 242. For Grantor's title to Parcel III see Deed of Rantoul Street, LLC dated April 14, 2016, recorded with the said Deeds in Book 34852, Page 486.

Executed as a sealed instrument this 14th day of April 2016

Force Realty, LLC

By: Dinart Serpa
Dinart Serpa, Manager

~~Commonwealth of Massachusetts~~
State of New Jersey, Monmouth County

_____ss;

On this the 14 day of April 2016, before me, the undersigned notary public, personally appeared Dinart Serpa, proved to me through satisfactory evidence of identification, which was [X] photographic identification with signature issued by a federal or state governmental agency, [ ] oath or affirmation of a credible witness, [X] personal knowledge of the undersigned, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose as Manager of Force Realty, LLC.

Linda S Steger
Notary Public

My Commission Expires:

LINDA S STEGER
ID # 2319850
NOTARY PUBLIC
STATE OF NEW JERSEY
My Commission Expires October 6, 2019

SO.ESSEX #166 Bk:34852 Pg:480
04/19/2016 09:33 AM DEED Pg 1/2
eRecorded

QUITCLAIM DEED

Rantoul Street, LLC, a Massachusetts limited liability company with a principal address of 112 Elliot Street, Beverly, Massachusetts, in consideration paid of One ($1.00) Dollar, grants to Force Realty, LLC, a Massachusetts limited liability company with a principal address of 112 Elliot Street, Beverly, Massachusetts with

Property Address: 480 Rantoul Street, Beverly, MA

QUITCLAIM COVENANTS

The land commonly referred to as 480 Rantoul Street, Beverly, Essex County, Massachusetts, being comprised of Lots B1 and B2, shown on a plan entitled "Plan of Land in Beverly, Mass.," prepared by Hayes Engineering dated September 13, 2007, revised October 3, 2007, and recorded with said Registry in Plan Book 412, Plan 84. Lot B1 consists of 5,571 square feet of land, more or less, and Lot B2 consists of 45,443 square feet, more or less, according to said Plan.

Said "B1" is conveyed with the perpetual right and easement to use that portion of "C1", as shown on said Plan, which lies between the building on said "C1", as shown on said Plan, and said "B1" for access and egress to and from said "B1" for the purpose of constructing and maintaining a retaining wall on said "B1" and for general property maintenance purposes, all in common with others lawfully entitled thereto.

This conveyance is not a sale of all or substantially all of the assets of the grantor.

For Grantor's title see Deed of First Beverly Corp. dated August, 20, 1997, recorded with Essex South Registry of Deeds in Book 14281, Page 240, and Deed of the Trustees of the Utility Park Condominium Trust, dated January 28, 2008, recorded with said Deeds in Book 27587, Page 485. See also Deed of Rantoul Street, LLC dated March 5, 2008, and recorded with said Deeds in Book 27587, Page 494.

This Instrument Prepared by
And After Recording Return to:
David M. Lipshutz, Esq.
Seegel Lipshutz & Lo, LLP
80 William Street, Suite 200
Wellesley, MA 02481

Executed as a sealed instrument this 14th day of April 2016

Rantoul Street, LLC

By: Dinart Serpa
Dinart Serpa, Manager

~~Commonwealth of Massachusetts~~
State of New Jersey, Monmouth County

_____ss;

On this the 14 day of April 2016, before me, the undersigned notary public, personally appeared Dinart Serpa, proved to me through satisfactory evidence of identification, which was [ ] photographic identification with signature issued by a federal or state governmental agency, [ ] oath or affirmation of a credible witness, [X] personal knowledge of the undersigned, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose as Manager of Rantoul Street, LLC.

Linda S Steger
Notary Public

My Commission Expires:

LINDA S STEGER
ID # 2319850
NOTARY PUBLIC
STATE OF NEW JERSEY
My Commission Expires October 6, 2019

Return to: Glovsky & Glovsky LLC
Box 34/MPG

(SPACE ABOVE THIS LINE RESERVED FOR REGISTRY OF DEEDS USE)

REGULATORY AGREEMENT
AND
DECLARATION OF RESTRICTIVE COVENANTS
FOR
RENTAL PROJECT[1]
Local Action Units

This Regulatory Agreement and Declaration of Restrictive Covenants (the "Agreement") is made this ___ day of ____~~, 20~~_____, 201 by and among the **Commonwealth of Massachusetts, acting by and through the Department of Housing and Community Development** ("DHCD") pursuant to G.L. c.23B §1 as amended by Chapter 19 of the Acts of 2007, the **City~~/Town~~ of** ~~_____~~**Beverly** ("the Municipality"), and **Beverly Crossing 480,LLC**, a Massachusetts ~~[corporation/limited partnership/~~limited liability company~~]~~, having an address ~~at,~~of 15 Rantoul Street, Beverly, MA 01915, and its successors and assigns ("Developer").

WITNESSETH:

WHEREAS, pursuant to G.L. c. 40B, §§ 20-23 (the "Act") and the final report of the Special Legislative Commission Relative to Low and Moderate Income Housing Provisions issued in April 1989, regulations have been promulgated at 760 CMR 56.00 (the "Regulations") which establish the Local Initiative Program ("LIP") and *Comprehensive Permit Guidelines: M.G.L. Chapter 40B Comprehensive Permit Projects - Subsidized Housing Inventory* have been issued thereunder (the "Guidelines");

Formatted: Tab stops: Not at -0.5"

[1] This Draft is redlined to show substantive changes to the Form Regulatory Agreement dated 12/29/2015 provided by DHCD.

WHEREAS, the Developer intends to construct a rental housing development known as "[TBD]" at ~~a ____ acre~~an approximately 85,293 SF site ~~on _____~~situated at 480-482 Rantoul Street~~/Road~~ in the Municipality, more particularly described in Exhibit A attached hereto and made a part hereof (the "Project");

WHEREAS, such Project is to consist of a total number of ninety (90) rental dwellings (the "Units") and eleven (11) of the Units will be rented at rents specified in this Agreement to Eligible Tenants as specified in paragraph two of this Agreement (the "Low and Moderate Income Units");

WHEREAS, the Chief Executive Officer of the Municipality (as that term is defined in the Regulations) and the Developer have made application to DHCD to certify that the units in the Project are Local Action Units (as that term is defined in the Guidelines) within the LIP Program; and

WHEREAS, in partial consideration of the execution of this Agreement, DHCD has issued or will issue its final approval of the Project within the LIP Program and has given and will give technical and other assistance to the Project;

NOW, THEREFORE, in consideration of the agreements and covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which each of the parties hereto hereby acknowledge to the other, DHCD, the Municipality, and the Developer hereby agree and covenant as follows:

1. Construction. The Developer agrees to construct the Project in accordance with plans and specifications approved by the Municipality and DHCD (the "Plans and Specifications In addition, all Low and Moderate Income Units to be constructed as part of the Project must be indistinguishable from other Units in the Project from the exterior (unless the Project has an approved "Alternative Development Plan" as set forth in the Guidelines, and must contain complete living facilities including but not limited to a stove, refrigerator, kitchen cabinets, plumbing fixtures, and washer/dryer hookup, all as more fully shown in the Plans and Specifications.

__9__ of the Low and Moderate Income Units shall be one bedroom units;
__2__ of the Low and Moderate Income Units shall be two bedroom units;
_____ of the Low and Moderate Income Units shall be three bedroom units; and,
_____ of the Low and Moderate Income Units shall be four bedroom units.

All Low and Moderate Income Units to be occupied by families must contain two or more bedrooms. Low and Moderate Income Units must have the following minimum areas:

studio units	-	250 square feet
one bedroom units	-	700 square feet
two bedroom units	-	900 square feet
three bedroom units	-	1200 square feet

four bedroom units - 1400 square feet

During the term of this Agreement, the Developer covenants, agrees, and warrants that the Project and each Low and Moderate Income Unit will remain suitable for occupancy and in compliance with all federal, state, and local health, safety, building, sanitary, environmental, and other laws, codes, rules, and regulations, including without limitation laws relating to the operation of adaptable and accessible housing for the handicapped. The Project must comply with all similar local codes, ordinances, and by-laws.

2. Affordability.

(a) Throughout the term of this Agreement, each Low and Moderate Income Unit will be rented for no more than the rental rates set forth herein to an Eligible Tenant. An Eligible Tenant is a Family whose annual income does not exceed eighty percent (80%) of the Area median income adjusted for family size as determined by the U.S. Department of Housing and Urban Development ("HUD"). A "Family" shall mean two or more persons who will live regularly in the Low and Moderate Income Unit as their primary residence and who are related by blood, marriage, or operation of law or who have otherwise evidenced a stable inter-dependent relationship; or an individual. The "Area" is defined as the Boston-Cambridge-Quincy MSA/HMFA/Non-Metropolitan County.

(b) The monthly rents charged to tenants of Low and Moderate Income Units shall not exceed an amount equal to thirty percent (30%) of the monthly adjusted income of a Family whose gross income equals eighty percent (80%) of the median income for the Area, with adjustment for the number of bedrooms in the Unit, as provided by HUD. In determining the maximum monthly rent that may be charged for a Low and Moderate Income Unit under this clause, the Developer shall include an allowance for any utilities and services (excluding telephone) to be paid by the resident. Annual income shall be as defined in 24 C.F.R. 5.609 (or any successor regulation) using assumptions provided by HUD. The initial maximum monthly rents and utility allowances for the Low and Moderate Income Units are set forth in Exhibit B attached hereto.

Annually as part of the annual report required under Subsection 2(e) below, the Developer shall submit to the Municipality and DHCD a proposed schedule of monthly rents and utility allowances for all Low and Moderate Income Units in the Project. Such schedule shall be subject to the approval of the Municipality and DHCD for compliance with the requirements of this Section. Rents for Low and Moderate Income Units shall not be increased without the Municipality's and DHCD's prior approval of either (i) a specific request by Developer for a rent increase or (ii) the next annual schedule of rents and allowances. Notwithstanding the foregoing, rent increases shall be subject to the provisions of outstanding leases and shall not be implemented without at least 30 days' prior written notice by Developer to all affected tenants. If an annual request for a new schedule of rents for the Low and Moderate Income Units as set forth above is based on a change in the Area median income figures published by HUD, and the Municipality and DHCD fail to respond to such a submission within thirty (30) days of the

Municipality's and DHCD's receipt thereof, the Municipality and DHCD shall be deemed to have approved the submission.

Without limiting the foregoing, the Developer may request a rent increase for the Low and Moderate Units to reflect an increase in the Area median income published by HUD between the date of this Agreement and the date that the Units begin to be marketed or otherwise made available for rental pursuant to Section 4 below; if the Municipality and DHCD approve such rent increase in accordance with this subsection, the Initial Maximum Rents and Utility Allowances for Low and Moderate Income Units in Exhibit B of the Agreement shall be deemed to be modified accordingly.

(c) ~~[**For developments with "floating" units add:** If, after initial occupancy, the income of a tenant of a Low and Moderate Income Unit increases and, as a result of such increase, exceeds the maximum income permitted hereunder for such a tenant, the Developer shall not be in default hereunder so long as either (i) the tenant income does not exceed one hundred forty percent (140%) of the maximum income permitted or (ii) the Developer rents the next available unit at the Development as a Low and Moderate Income Unit in conformance with Section 2(a) of this Agreement, or otherwise demonstrates compliance with Section 2(a) of this Agreement.] [**For developments with "fixed" units add:**~~ If, after initial occupancy, the income of a tenant of a Low and Moderate Income Unit increases and, as a result of such increase, exceeds the maximum income permitted hereunder for such a tenant, the unit will be deemed a Low and Moderate Income Unit so long as the unit continues to be rent-restricted and the tenant's income does not exceed 140% of the maximum income permitted. If the tenant's income exceeds 140% of the maximum income permitted at the time of annual income determination, the unit will be deemed a Low and Moderate Income Unit until the tenant's one-year lease term expires. When the over-income tenant voluntarily vacates the unit and when the unit is again rented to an Eligible Tenant, the unit will be deemed a Low and Moderate Income Unit and included in the Subsidized Housing Inventory upon the Municipality's application to DHCD.~~]~~

(d) If, after initial occupancy, the income of a tenant in a Low and Moderate Income Unit increases, and as a result of such increase, exceeds one hundred forty percent (140%) of the maximum income permitted hereunder for such a tenant, at the expiration of the applicable lease term, the rent restrictions shall no longer apply to such tenant.

(e) Throughout the term of this Agreement, the Developer shall annually determine whether the tenant of each Low and Moderate Income Unit remains an Eligible Tenant. This determination shall be reviewed by the Municipality and certified to DHCD as provided in section 2(g), below.

(f) The Developer shall enter into a written lease with each tenant of a Low and Moderate Income Unit which shall be for a minimum period of one year and which provides that the tenant shall not be evicted for any reason other than a substantial breach of a material provision of such lease.

(g) Throughout the term of this Agreement, the Chief Executive Officer shall annually certify in writing to DHCD that each of the Low and Moderate Income Units continues to be Low and Moderate Income Unit as provided in sections 2 (a) and(c), above; and that the Project and the Low and Moderate Income Units have been maintained in a manner consistent with the Regulations and Guidelines and this Agreement.

3. Subsidized Housing Inventory.

(a) The Project will be included in the Subsidized Housing Inventory upon the occurrence of one of the events described in 760 CMR 56.03(2). ~~[If 25% or more of the Units are Low and Moderate Income Units add: All of the Units] [If less than 25% of the Units are Low and Moderate Income Units add:~~ Only Low and Moderate Income Units] will be deemed low and moderate income housing to be included in the Subsidized Housing Inventory.

(b) Units included in the Subsidized Housing Inventory will continue to be included in the Subsidized Housing Inventory in accordance with 760 CMR 56.03(2) for as long as the following three conditions are met: (1) this Agreement remains in full force and effect and neither the Municipality nor the Developer are in default hereunder; (2) the Project and each of the Low and Moderate Income Units continue to comply with the Regulations and the Guidelines as the same may be amended from time to time; and (3) each Low and Moderate Income Unit remains a Low and Moderate Income Unit as provided in section 2(c), above.

4. Marketing. Prior to marketing or otherwise making available for rental any of the Units, the Developer must obtain DHCD's approval of a marketing plan (the "Marketing Plan") for the Low and Moderate Income Units. Such Marketing Plan must describe the tenant selection process for the Low and Moderate Income Units and must set forth a plan for affirmative fair marketing of Low and Moderate Income Units to protected groups underrepresented in the Municipality, including provisions for a lottery, as more particularly described in the Regulations and Guidelines. At the option of the Municipality, and provided that the Marketing Plan demonstrates (i) the need for the local preference (e.g., a disproportionately low rental or ownership affordable housing stock relative to need in comparison to the regional area), and (ii) that the proposed local preference will not have a disparate impact on protected classes, the Marketing Plan may also include a preference for local residents for up to seventy percent (70%) of the Low and Moderate Income Units, subject to all provisions of the Regulations and Guidelines. When submitted to DHCD for approval, the Marketing Plan should be accompanied by a letter from the Chief Executive Officer of the Municipality (as that term is defined in the Regulations) which states that the tenant selection and local preference (if any) aspects of the Marketing Plan have been approved by the Municipality and which states that the Municipality will perform any aspects of the Marketing Plan which are set forth as responsibilities of the Municipality in the Marketing Plan. The Marketing Plan must comply with the Regulations and Guidelines and with all other applicable statutes, regulations and executive orders, and DHCD directives reflecting the agreement between DHCD and the U.S. Department of Housing and Urban Development in the case of NAACP, Boston Chapter v. Kemp. **If the Project is located in the Boston-Cambridge-Quincy MA-NH Metropolitan Statistical Area, the Developer must list all Low and Moderate**

Income Units with the City of Boston's MetroList (Metropolitan Housing Opportunity Clearing Center), at Boston City Hall, Fair Housing Commission, Suite 966, One City Hall Plaza, Boston, MA 02201 (671-635-3321). All costs of carrying out the Marketing Plan shall be paid by the Developer. A failure to comply with the Marketing Plan by the Developer or by the Municipality shall be deemed to be a default of this Agreement. The Developer agrees to maintain for five years following the initial rental of the last Low and Moderate Income Unit and for five years following all future rentals, a record of all newspaper advertisements, outreach letters, translations, leaflets, and any other outreach efforts (collectively "Marketing Documentation") as described in the Marketing Plan as approved by DHCD which may be inspected at any time by DHCD. All Marketing Documentation must be approved by DHCD prior to its use by the Developer or the Municipality. The Developer and the Municipality agree that if at any time prior to or during the process of marketing the Low and Moderate Income Units, DHCD determines that the Developer, or the Municipality with respect to aspects of the Marketing Plan that the Municipality has agreed to be responsible for, has not adequately complied with the approved Marketing Plan, that the Developer or Municipality as the case may be, shall conduct such additional outreach or marketing efforts as shall be determined by DHCD.

5. Non-discrimination. Neither the Developer not the Municipality shall discriminate on the basis of race, creed, color, sex, age, handicap, marital status, national origin, sexual orientation, familial status, genetic information, ancestry, children, receipt of public assistance, or any other basis prohibited by law in the selection of tenants; and the Developer shall not so discriminate in connection with the employment or application for employment of persons for the construction, operation or management of the Project.

6. Inspection. The Developer agrees to comply and to cause the Project to comply with all requirements of the Regulations and Guidelines and all other applicable laws, rules, regulations, and executive orders. DHCD and the Chief Executive Officer of the municipality shall have access during normal business hours to all books and records of the Developer and the Project in order to monitor the Developer's compliance with the terms of this Agreement.

7. Recording. Upon execution, the Developer shall immediately cause this Agreement and any amendments hereto to be recorded with the Registry of Deeds for the County where the Project is located or, if the Project consists in whole or in part of registered land, file this Agreement and any amendments hereto with the Registry District of the Land Court for the County where the Project is located (collectively hereinafter the "Registry of Deeds"), and the Developer shall pay all fees and charges incurred in connection therewith. Upon recording or filing, as applicable, the Developer shall immediately transmit to DHCD and the Municipality evidence of such recording or filing including the date and instrument, book and page or registration number of the Agreement.

8. Representations. The Developer hereby represents, covenants and warrants as follows:

(a) The Developer (i) is a limited liability company duly organized under the laws of the Commonwealth of Massachusetts, and is qualified to transact business under

the laws of this State, (ii) has the power and authority to own its properties and assets and to carry on its business as now being conducted, and (iii) has the full legal right, power and authority to execute and deliver this Agreement.

(b) The execution and performance of this Agreement by the Developer (i) will not violate or, as applicable, has not violated any provision of law, rule or regulation, or any order of any court or other agency or governmental body, and (ii) will not violate or, as applicable, has not violated any provision of any indenture, agreement, mortgage, mortgage note, or other instrument to which the Developer is a party or by which it or the Project is bound, and (iii) will not result in the creation or imposition of any prohibited encumbrance of any nature.

(c) The Developer will, at the time of execution and delivery of this Agreement, have good and marketable title to the premises constituting the Project free and clear of any lien or encumbrance (subject to encumbrances created pursuant to this Agreement, any loan documents relating to the Project the terms of which are approved by DHCD, or other permitted encumbrances, including mortgages referred to in paragraph 17, below).

(d) There is no action, suit or proceeding at law or in equity or by or before any governmental instrumentality or other agency now pending, or, to the knowledge of the Developer, threatened against or affecting it, or any of its properties or rights, which, if adversely determined, would materially impair its right to carry on business substantially as now conducted (and as now contemplated by this Agreement) or would materially adversely affect its financial condition.

9. Transfer Restrictions.

(a) Except for rental of Units to Eligible Tenants as permitted by the terms of this Agreement, the Developer will not sell, transfer, lease, exchange, or mortgage the Project or any portion thereof or interest therein without the prior written consent of DHCD and the Municipality, which consent shall not be unreasonably withheld provided that the proposed sale, lease, exchange, or mortgage is consistent with the Regulations and Guidelines. If DHCD and the Municipality grant such consent, the Developer agrees to secure from the transferee a written agreement stating that the transferee will assume in full the Developer's obligations and duties under this Agreement.

(b) The Developer shall provide DHCD and the Municipality with thirty (30) day's prior written notice of the following:

(i) any change, substitution or withdrawal of any general partner, manager, or agent of Developer; or

(ii) the conveyance, assignment, transfer, or relinquishment of a majority of the Beneficial Interests (herein defined) in Developer (except for such a conveyance, assignment,

transfer or relinquishment among holders of Beneficial Interests as of the date of this Agreement).

For purposes hereof, the term "Beneficial Interest" shall mean: (i) with respect to a partnership, any limited partnership interests or other rights to receive income, losses, or a return on equity contributions made to such partnership; (ii) with respect to a limited liability company, any interests as a member of such company or other rights to receive income, losses, or a return on equity contributions made to such company; or (iii) with respect to a company or corporation, any interests as an officer, board member or stockholder of such company or corporation to receive income, losses, or a return on equity contributions made to such company or corporation.

10. Casualty; Demolition; Change of Use

(a) The Developer represents, warrants, and agrees that if the Project, or any part thereof, shall be damaged or destroyed or shall be condemned or acquired for public use, the Developer (subject to the approval of the lender(s) which has provided financing) will use its best efforts to repair and restore the Project to substantially the same condition as existed prior to the event causing such damage or destruction, or to relieve the condemnation, and thereafter to operate the Project in accordance with this Agreement.

(b) The Developer shall not demolish any part of the Project or substantially subtract from any real or personal property of the Project or permit the use of any residential rental Unit for any purpose other than rental housing during the term of the Agreement unless required by law.

11. Governing Law. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts. Any amendments to this Agreement must be in writing and executed by all of the parties hereto. The invalidity of any clause, part, or provision of this Agreement shall not affect the validity of the remaining portions hereof.

12. Notices. All notices to be given pursuant to this Agreement shall be in writing and shall be deemed given when delivered by hand or when mailed by certified or registered mail, postage prepaid, return receipt requested, to the parties hereto at the addresses set forth below, or to such other place as a party may from time to time designate by written notice:

DHCD: Department of Housing and Community Development
Attention: Local Initiative Program Director
100 Cambridge Street, 3rd Floor
Boston, MA 02114

Municipality: Planning Director
City of Beverly
191 Cabot Street
Beverly, MA 01915

Developer: Beverly Crossing 480,LLC
15 Rantoul Street
Beverly, MA 01915
Attention: Christopher D. Koeplin, Manager

13. Term.

(a) This Agreement and all of the covenants, agreements and restrictions contained herein shall be deemed to be an affordable housing restriction as that term is defined in G.L. c. 184, § 31 and as that term is used in G.L. c.184, § 26, 31, 32 and 33. This Agreement is made for the benefit of DHCD, and DHCD shall be deemed to be the holder of the affordable housing restriction created by this Agreement. DHCD has determined that the acquiring of such affordable housing restriction is in the public interest. The term of this Agreement, the rental restrictions, and other requirements provided herein shall be perpetual.

(b) The Developer intends, declares and covenants on behalf of itself and its successors and assigns (i) that this Agreement and the covenants, agreements and restrictions contained herein shall be and are covenants running with the land, encumbering the Project for the term of this Agreement, and are binding upon the Developer's successors in title, (ii) are not merely personal covenants of the Developer, and (iii) shall bind the Developer, its successors and assigns and enure to the benefit of DHCD and the Municipality and their successors and assigns for the term of the Agreement. Developer hereby agrees that any and all requirements of the laws of the Commonwealth of Massachusetts to be satisfied in order for the provisions of this Agreement to constitute restrictions and covenants running with the land shall be deemed to be satisfied in full and that any requirements of privity of estate are also deemed to be satisfied in full.

14. Lender Foreclosure. The rights and restrictions contained in this Agreement shall not lapse if the Project is acquired through foreclosure or deed in lieu of foreclosure or similar action, and the provisions hereof shall continue to run with and bind the Project.

15. Further Assurances. The Developer and the Municipality each agree to submit any information, documents, or certifications requested by DHCD which DHCD shall deem necessary or appropriate to evidence the continuing compliance of the Project Sponsor and the Municipality with the terms of this Agreement.

16. Default.

(a) The Developer and the Municipality each covenant and agree to give DHCD written notice of any default, violation or breach of the obligations of the Developer or the Municipality hereunder, (with a copy to the other party to this Agreement) within seven (7) days of first discovering such default, violation or breach (a "Default Notice"). If DHCD becomes aware of a default, violation, or breach of obligations of the Developer or the Municipality hereunder without receiving a Default Notice from Developer or the Municipality, DHCD shall

give a notice of such default, breach or violation to the offending party (with a copy to the other party to this Agreement) (the "DHCD Default Notice"). If any such default, violation, or breach is not cured to the satisfaction of DHCD within thirty (30) days after the giving of the Default notice by the Developer or the Municipality, or if no Default Notice is given, then within thirty (30) days after the giving of the DHCD Default Notice, then at DHCD's option, and without further notice, DHCD may either terminate this Agreement, or DHCD may apply to any state or federal court for specific performance of this Agreement, or DHCD may exercise any other remedy at law or in equity or take any other action as may be necessary or desirable to correct non-compliance with this Agreement.

(b) If DHCD elects to terminate this Agreement as the result of a breach, violation, or default hereof, which breach, violation, or default continues beyond the cure period set forth in this Section 16, then the Low and Moderate Income Units and any other Units at the Project which have been included in the Subsidized Housing Inventory shall from the date of such termination no longer be deemed low and moderate income housing for the purposes of the Act and shall be deleted from the Subsidized Housing Inventory.

(c) The Developer acknowledges that the primary purpose for requiring compliance by the Developer with the restrictions provided herein is to create and maintain long-term affordable rental housing, and by reason thereof the Developer agrees that DHCD or the Municipality or any prospective, present, or former tenant shall be entitled for any breach of the provisions hereof, and in addition to all other remedies provided by law or in equity, to enforce the specific performance by the Developer of its obligations under this Agreement in a state court of competent jurisdiction. The Developer further specifically acknowledges that the beneficiaries of its obligations hereunder cannot be adequately compensated by monetary damages in the event of any default hereunder. In the event of a breach of this Agreement, the Developer shall reimburse DHCD for all costs and attorney's fees associated with such breach.

17. Mortgagee Consents. The Developer represents and warrants that it has obtained the consent of all existing mortgagees of the Project to the execution and recording of this Agreement and to the terms and conditions hereof and that all such mortgagees have executed the Consent to Regulatory Agreement attached hereto and made a part hereof.

[Signatures follow on next page.]

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Executed as a sealed instrument as of the date first above written.

Beverly Crossing 480,LLC

By:_____
Christopher D. Koeplin
its Manager

Department of Housing and Community Development

By:_____
Name:
Title:

City of Beverly

By:_____
Michael P. Cahill
Mayor

Attachments: Exhibit A - Legal Property Description
Exhibit B - Rents for Low and Moderate Income Units

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

On this _____ day of _____, 201_, before me, the undersigned notary public, personally appeared Christopher D. Koeplin, Manager of Beverly Crossing 480, LLC, proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose on behalf of said company.

_____
Notary Public
Print Name:
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

On this _____ day of _____, 201_, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding document, as _____ for the Commonwealth of Massachusetts acting by and through the Department of Housing and Community Development, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

Notary public
Print Name:
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

Essex,ss.

On this _____ day of _____, 2016, before me, the undersigned notary public, personally appeared Michael D. Cahill, proved to me through satisfactory evidence of identification, which were _____, to be the person(s) whose name is signed on the preceding document, as Mayor of the City of Beverly, Massachusetts and acknowledged to me that he signed it voluntarily for its stated purpose.

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_____

Notary Public
Print Name:
My Commission Expires:

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Consent to Regulatory Agreement

The Undersigned being the holder of a ~~mortgage on~~[Construction Mortgage, Security Agreement and Assignment] dated as of _____, 201_, with respect to the above described Project, recorded with the Registry of Deeds in Book ___,_____, Page ___,____, together with a related Conditional Assignment of Leases and Rents recorded with said Registry in Book _____, Page _____, hereby consents to the execution and recording of this Agreement and agrees that in the event of any foreclosure or exercise of remedies under the aforesaid Mortgage it shall comply with and to the terms and conditions hereof.

~~(name of lender)~~_____ BANK

By::_____
Name:
Title:

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

On this _____ day of _____, 201_, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding document, as _____ of _____ Bank, and acknowledged to me that he/she signed it voluntarily for its stated purpose, on behalf of said Bank.

_____
Notary Public
Print Name:
My Commission Expires:

~~(If the Project has more than one mortgagee, add additional consent forms. Execution of the consent form by a mortgagee is only necessary if the mortgage has been recorded prior to the Regulatory Agreement.)~~

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EXHIBIT A

Re: [Project Name]
Beverly, MA
Beverly Crossing 480, LLC

Property Description

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EXHIBIT B

Re: [Project Name]
Beverly, MA
Beverly Crossing 480, LLC

Initial Maximum Rents and Utility Allowances for Low and Moderate Income Units

	Rents (Net of U/A)	Utility Allowances
One bedroom unit	$_____	$_____
Two bedroom units	$_____	$_____

AFFIRMATIVE FAIR HOUSING MARKETING PLAN (AFHMP)

A. Project Name: [Project Name TBD]

Type: 1 and 2 Bedroom Rental Units

B. Developer Name: Beverly Crossing 480, LLC

C. Owner Name: Beverly Crossing 480, LLC

D. Sponsor Name: Beverly Crossing 480, LLC

E. Agent/Officer authorized and responsible for carrying out the AFHMP:

Yvonne Graham, Housing Director
978-922-1305 x201 ygraham@harborlightcp.org

G. Number of Units and Projected Rent

There are eleven (11) rental units. Rent is 1 Bedroom 1 units) - $_____.00 per month and 2 Bedroom (2 units) - $_____. .

H. Construction Type:

Brick and Wood frame

I. Eligibility Income Limits

The maximum allowable incomes for the apartments located at the 480-482 Rantoul Street Project, Beverly, MA is:

FY2014	1-person	2-persons	3-persons	4-persons
<80% median	48,800	55,800	62,750	69,700

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J. MARKETING PLAN

Beverly and the North Shore generally are not a diverse area. The marketing plan and management of the project will be critical to ensure fair access. A diversity of media outlets will be used in the area with multi language listings on the web and the print media outlets to ensure access.

A. Media Resources

1. Salem News	Multi Ethnic
2. Lynn Item	Multi Ethnic
3. Gloucester Times	Multi Ethnic
4. Bay State Banner	African American
5. El Mundo	Latino
6. Craigslist	Multi Ethnic

B. Organizations and Agencies

1. City of Boston Metrolist Boston City Hall – Fair Housing Commission One City Hall Plaza, Suite 966 Boston, MA 02201	Multi-ethnic, low income
1. North Shore Community Action Programs 98 Main St. Peabody, MA 01960	Multi-ethnic, low income
2. Acord Food Pantry 69 Willow St. Hamilton MA 01982	Low income area residents
3. Beverly Bootstraps 371 Cabot St. Beverly MA 01915	Multi-ethnic, low income
4. Action Inc 180 Main St. Gloucester, MA 01930	Muti ethnic, low income
5. Spanish Church of God 19 Salem St. Salem MA 01970	Spanish
6. Haitian Baptist Church 84 Essex St. Lynn MA 01902	Haitian

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7. Bethel AME Church — African American
   72 Silsbee St.
   Lynn, MA 01901

8. First Spanish Free Methodist Church — Spanish
   11 Great Woods Lane
   Lynn MA 01904

9. Assembelie de Deus Gloucester — Spanish
   196 Main St.
   Gloucester MA 01930

C. Marketing Activities

1. Multi-lingual flyers and newspaper ads will be drafted during the marketing process

2. Describe how you will reach linguistic minority communities.

Flyers and applications shall be available in English, and Spanish and if requested French and Portuguese.

Outreach will be done to agencies which serve low income and/or minority communities. A flyer listing openings will be mailed to these community organizations listed above.

Ads shall be translated into the appropriate languages for placement in the press. Ads in multi ethnic papers will have each language noted. Ads in language specific papers will be in that language.

Eligibility and ineligibility letters will be sent in Spanish and English. If needed letters in French Creole and Portuguese will also be developed.

K. TENANT SELECTION PLAN

A. Eligibility Criteria

1. Household Size:

McKay School consists of 3-1 bedroom units and 1-2 bedroom unit and is intended to serve individuals and families.

Pets and smoking will not be allowed, other than pets needed to assist with a disability.

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2. Income:

To be eligible for housing, families must meet income eligibility requirements. Household must have income below 80% of the AMI.

L. TENANT SELECTION PROCESS

A. Applications

1. Applications will be available in English and Spanish. Flyers announcing the housing will be available in English and Spanish, and Portuguese and French if needed.

2. Staff or contractors will be able to take applications from applicants who speak English or Spanish.

3. Applications can be obtained by:

- Calling Harborlight Community Partners' office and asking for an application to be mailed/emailed to them. 978-922-1305 x201
- Coming into Harborlight Community Partners office and requesting an application in person. 283 Elliott St. Beverly MA 01915. Hours of operation are M-F 8:30 to 4:30.
- Emailing applications@harborlightcp.org and requesting an e-version of the application.
- Downloading the application from the website www.harborlightcp.org

Applications will also be mailed to housing search, social work and other staff at the community agencies listed in the outreach section. Applications may be made in person or through the mail or email.

4. Any individual who needs assistance filling out the application may request assistance and an appointment will be arranged to fill out the application. These appointments can be scheduled after regular business hours to accommodate different working schedules.

5. The application period shall be at least 2 weeks in duration. All newspaper ads shall be posted and all outreach completed business before the application period.

6. In order to be eligible for the initial lottery, applications must be received in the Harborlight Community Partners office by the last day of the application period.

B. Initial Screening

Access to unit will be determined by lottery and by placement on a housing waitlist.

In order to qualify for lottery, applications must be complete and applicants must have appropriate household size and income eligibility. Applicants must also not have a criminal background or very poor credit. Mitigating circumstances will be considered when reviewing an individual's credit history.

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1. The application shall include a note saying that all sections must be filled out in order for the applicant to be eligible. The applications will first be reviewed for completeness. Applicants who have not submitted complete applications will be sent a note asking for missing data. This data must be sent to Harborlight Community Partners within 7 days of receipt of letter from Harborlight Community Partners.

2. The applications will be screened to determine income eligibility, household size eligibility, and a CORI and credit check will be done.

3. Ineligible applicants will be notified 10 days in advance of the lottery and shall be given reasons for ineligibility. Ineligible applicants shall have the opportunity to appeal as described below.

C. Applicant Suitability and Standards for Rejection

Any otherwise qualified applicant is deemed acceptable for occupancy unless specific information or facts, as provided by the applicant, references, or credit history, show one or more of the following:

a. Reasonable risk that the applicant may be unable or unwilling to pay the rent established for the relevant income category. Risk shall be assessed by looking at rent in relation to total gross household income and analyzing past payment histories. If rents are greater than 33.33% of total gross household income, the household may be deemed ineligible, because of the risk that rent plus utility costs will exceed available income.

   However, this provision shall not apply if a household has a mobile rental subsidy which enables them to pay rent in excess of 33.33% of their income.

b. History of late payment or non-payment of rent and other financial obligations.

c. Reasonable risk that the applicant, or those under the applicant's control may interfere with the health, safety, security or right to peaceful enjoyment of the resident community and nearby neighbors

d. Reasonable risk of intentional damage or destruction to the apartment unit and surrounding premises by the applicant or those under the applicant's control.

e. The applicant, or a member of the applicant's household, has a history of criminal activity.

f. The applicant has knowingly misrepresented or falsified any fact required to be submitted as part of the application.

g. Reasonable risk that the applicant may be unable or unwilling to comply with any of the requirements of the lease or occupancy agreement.

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In judging an applicant's payment history, Harborlight Community Partners shall give consideration to the applicant's housing cost to income, and to whether the rent level for the new housing would help eliminate a present financial hardship.

D. Appeals

Any applicant who is refused housing will be notified in writing of the reasons for his/her rejection. The notification will indicate which one or ones of the above criteria were used in rejecting the applicant. The notification will inform the applicant of his/her right to appeal the determination by signing and submitting an enclosed appeal request form to Harborlight Community Partners within five days of the receipt of the notice. The letter will contain the statement, translated into English and into the primary language of the applicant "If you believe you have been discriminated against in seeking housing, you should contact the Fair Housing Center of Greater Boston, tel: 617-399-0491; TTY 1-800-439-2370; Massachusetts Commission Against Discrimination (617) 727-3990; TTY (617) 727-6054; or the U.S. Department of Housing and Urban Development, ph: (617) 944-8300; TTY 565-5453.

Upon receipt of the appeal form, Harborlight Community Partners will either:

- Review the appeal and, if the facts show that the applicant is in fact eligible (ie. we rejected on basis of facts which were misunderstood or can be proven to be incorrect), Harborlight Community Partners staff shall reverse the initial decision of ineligibility. Harborlight Community Partners staff may ask for a meeting in person or over the phone to clarify the facts in question. However, this contact shall not be construed as a hearing; it shall only be a meeting to clarify facts in question.
- If the written appeal does not provide adequate facts to warrant a reversal, Harborlight Community Partners shall schedule an appeal hearing, with the applicant, and the Harborlight Community Partners Executive Director. The applicant will be given the opportunity to make his/her case at the hearing.
- Harborlight Community Partners will convey a final decision to the applicant within 10 days. This final decision will include, once again, the sentence:

The letter will contain the statement, translated into Portuguese, English, Spanish, and other languages as needed: "If you believe you have been discriminated against in seeking housing, you should contact the Fair Housing Center of Greater Boston Commission, tel: 617-399-0491; TTY 1-800-439-2370; Massachusetts Commission Against Discrimination (617) 727-3990; TTY (617) 727-6054; or the U.S. Department of Housing and Urban Development, ph: (617) 944-8300; TTY 565-5453.

E. Lottery

1. Each applicant will be given a number corresponding to a pre-printed number on the application form. A separate pre-numbered card will list name, address, unit category, unit size, and preference or priority category, if any. An alphabetized list will be

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developed, and the lottery number will be entered next to each name. After the lottery, a second list will be created which shows the sequence and rank as pulled in the lottery.

2. Afterwards, new applicants will be allowed. Within one month after application, new applicants will be given a letter saying where they are on the waiting list. This letter will also inform them that eligibility will be determined when they near the top of the waiting list and will indicate what factors will be checked in determining eligibility. As vacancies occur, applicants will be offered tenancy of an apartment according to their place on the waiting list.

3. A copy of the master lottery list will be provided to the Fair Housing Center of Greater Boston. The list will include applicant's name, neighborhood and City of residence, selection status, race and income category

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AFFIRMATIVE MARKETING TIMELINE

[To be completed at the time of submission of Local Action Unit Application]

DATE: _____, 2016

Project Name: TBD

Contact Person: Yvonne Graham, Housing Director
Phone: 978-922-1305 x201

	Start	**End**
Construction		
Affirmative Marketing		
General Marketing		
Application Taking		
Initial Screening		
Lottery Date		
Selection Complete		
Occupancy		

Notes:

Outreach:
Scheduled Occupancy is _____, 20__. Tenant selection starts 121 days before scheduled occupancy. Affirmative marketing is 30 days, general marketing is 30 days, Application taking 30 days, and Initial screening is 31 days.

DRAFT