

INCLUSIONARY HOUSING REGULATIONS

315 Attachment 1

City of Beverly

Appendix A

Inclusionary Housing Application Form

CITY OF BEVERLY PLANNING BOARD
INCLUSIONARY HOUSING APPLICATION

File one original and 11 copies of completed form with the Beverly Planning Board, together with a \$100 filing fee. One completed form will also be filed with the City Clerk. See attached copy of Inclusion of Affordable Housing Submission Requirements, Procedures and Supplemental Regulations (the "Regulations") and Chapter 300, Zoning, Article XV, Inclusion of Affordable Housing, for plan filing requirements and review procedures.

November, 20 17, 20____
(date) (date received)

Name of owner (please print): Hardy Street Realty LLC

Address of owner: c/o Glovsky & Glovsky, LLC, 8 Washington St. Beverly, MA 01915

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

Name of applicant (please print): Hardy Street Realty LLC

Address of applicant: (same as above)

Telephone number (H): _____ (W): _____

Address of property: 2 Hardy Street

Assessors' Map #: 5 Lot#: 82A Zoning District: CC

Total Area of Land: 8,847 SF

The deed for this property is recorded in Essex South Registry of Deeds

Registry of Deeds, Book # 35240, Page # 454

Total Number of Units: Six (6) - 100% restricted to 60% AMI

Description of project; include identification of the lots(s) proposed for inclusion (on-site) units and the type of dwelling unit(s):

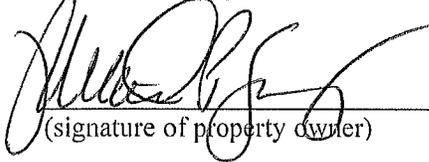
Please see attached Addendum and accompanying Special Permit
Application.

BEVERLY CODE

Is this project subject to Site Plan Review under § 300-98 or 300-54 of the Beverly Zoning Ordinance? Yes X No _____ - see Site Plan Review Decision #123-16

Is this project subject to a Special Permit or subdivision filing with the Beverly Planning Board? Yes X No _____ - see Special Permit Decision #150-16

Hardy Street Realty, LLC
by its attorney



(signature of property owner)

(signature of applicant if not owner)

Required Attachments

1. Site Plan conforming to Chapter 300, Zoning, § 300-54, 300-98 or 300-98 C, pursuant to § 315-5A(3) and (4) of the regulations.
2. Data demonstrating compliance with §§ 300-104, Housing affordability, and 300-106, Minimum percentage of affordable units, of the Zoning Ordinance.
3. Data demonstrating compliance with § 300-109, 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 § 315-5A(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 Article XV of the Zoning Ordinance, applicants shall submit information pursuant to Article IV of the regulations.

CITY OF BEVERLY PLANNING BOARD
SPECIAL PERMIT APPLICATION FORM

Date: November, 2017

Received by: _____

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

2. Name & Mailing address of property owner: Same as above.

3. Petitioner's telephone number: (978) 720-3122 Fax number: mgooding@glovsky.com
(978) 720-3181

4. Property owner's telephone number: _____ Fax number: _____

5. Street address of subject property: 2 Hardy Street
Assessors Map/Lot Numbers: Map 5/Lot 82A

6. If petitioner is the owner, state date of acquisition and the name of the person from whom title was acquired: The Petitioner acquired the Property from Bates Corp. et al by deed dated August 31, 2016, recorded with Essex South Registry in Book 35240, Page 454.

7. If petitioner is not the owner, state interest or status of petitioner in land: _____
Not applicable

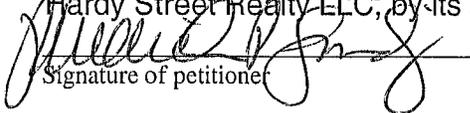
8. Specific provision(s) of the zoning ordinance involved in this application: _____
Please see attached Addendum.

9. State the use for which permission is being sought: Please 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.

Hardy Street Realty LLC, by its attorney


Signature of petitioner

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

Requested Relief

The applicant seeks the following relief:

- (a) Approval of Inclusionary Housing Application for the construction of a 6-unit building at 2 Hardy Street, in accordance with Article XV of the Zoning Ordinance, where all 6 units will be permanently restricted to occupancy by households with income at or below 60% of the area median income (AMI);
- (b) Special Permit under 300-108C of the Zoning Ordinance to approve 6 units as 60% AMI “credit units” to be applied to fulfill inclusionary housing requirements for future development projects; and
- (c) Such other relief that may be required.

Background

Hardy Street Realty, LLC (a Beverly Crossing entity) received Site Plan and Special Permit approvals from the Planning Board in May of 2016 for the construction of a three-story, 6-unit multi-family residence together with associated parking improvements, located at 2 Hardy Street (the “Project”). Because the Project was not commenced within 6 months of the issuance of the Special Permit decision, the applicant must now comply with the 2017 amendments to the Inclusionary Housing Ordinance, which lowered the threshold of applicability from 10 units to 6 units resulting in the requirement that at least one of the units be restricted as affordable.

With this application, Beverly Crossing seeks approval to restrict all 6 units as permanent inclusionary units at or below 60% AMI. The Project will be encumbered by a Regulatory Agreement in the form submitted with this application, and thereafter the property may only be developed as 6 affordable (60% AMI) rental units, whether by Beverly Crossing or any other developer/owner. Beverly Crossing has agreed to donate the land and development rights to Harborlight Community Partners, Inc. (“HCP”), in exchange for the creation of 6 credit units for Beverly Crossing’s future use. HCP’s acceptance of the donation will be subject to the approval of this application and construction financing for the Project, among other things.

Special Permit Request

Because the Project was approved and permitted prior to the 2017 zoning amendments, the applicant respectfully requests the Planning Board grant a special permit declaring that the applicant shall have the benefit of 6 credit units (at 60% AMI). This project is being proposed by an applicant with an exemplary track record for creating comparable affordable units in the City of Beverly, and with a well-respected partner in HCP. The project involves the donation

of a fully permitted site, in the heart of the transit-oriented Depot area, in an attractive small-scale building in a neighborhood setting. The units will serve an urgent need for lower income housing than the typical 80% AMI units that have been provided to date under the Inclusionary Housing Ordinance.

If approved, the applicant proposes that the credit units would available for use at future projects for up to 10 years in accordance with Section 300-108C of the Zoning Ordinance and upon the recording of the Regulatory Agreement with the Essex South Registry of Deeds and the earlier to occur of either: (a) the issuance of a building permit for the construction of the Project, or (b) the donation of the land to HCP.

Additional Request - Special Permit Extension

In addition to this application, the applicant requests that the expiration date of the original Special Permit #150-16 authorizing the Project be extended by 12 months to May 25, 2019 in order to provide sufficient time for HCP to obtain financing and/or for Beverly Crossing to make alternative development plans in the event that HCP does not accept the donation of the land.

Attachments

Recorded Deed and Plan
Special Permit and Site Plan Decision (May 25, 2016)
(includes approved Site Plan and Floor Plans)
Form of Regulatory Agreement
Sample Affordable Marketing Plan

NW
L1
3P

SO. ESSEX #345 Bk:35240 Pg:454
09/07/2016 11:43 DEED Pg 1/3

MASSACHUSETTS EXCISE TAX
Southern Essex District ROD
Date: 09/07/2016 11:43 AM
ID: 1142527 Doc# 20160907003450
Fee: \$229.00
Cons: \$50,000.00

QUITCLAIM DEED

Bates Corp., a Massachusetts corporation with a principal place of business at 159 Railroad Avenue, South Hamilton, Essex County, Massachusetts and

Regwill Corp., a Massachusetts corporation with a principal place of business at 159 Railroad Avenue, South Hamilton, Essex County, Massachusetts, as tenants in common, (together "Grantors")

In full consideration of Fifty Thousand Dollars (\$50,000.00)

Grant to **Hardy Street Realty, LLC**, a Massachusetts limited liability company with a principal place of business at 15 Rantoul Street, Beverly, Essex County, Massachusetts

WITH QUITCLAIM COVENANTS

The land situated in Beverly, Essex County, Massachusetts, commonly known as and numbered **2 Hardy Street**, which is bounded and described as follows:

SEE EXHIBIT A

For Grantors' title, see Unit Deed from Bates Corp. and Regwill Corp. to Bates Corp. dated December 21, 1995 and recorded with the Southern Essex District Registry of Deeds at Book 13335, Page 137; Unit Deed from Bates Corp. and Regwill Corp. to Regwill Corp. dated December 21, 1995 and recorded with the Southern Essex District Registry of Deeds at Book 13335, Page 146; and Vote of Unit Owners dated December 9, 2015 and recorded with the Southern Essex District Registry of Deeds at Book 34584, Page 523.

[Signatures on Next Page]

2 Hardy St., Beverly

Glovsky & Glovsky
Box 34
T#:

Executed as a sealed instrument this ³⁰~~31~~ day of August, 2016.

Regwill Corp.:

Bates Corp.:

Mary E. O'Neil
By its President, Mary E. O'Neil

Mary E. O'Neil
By its President, Mary E. O'Neil

COMMONWEALTH OF MASSACHUSETTS) s.s.:
COUNTY OF: Essex)

On this 31 day of August, 2016, before me, the undersigned notary public, personally appeared Mary E. O'Neil and proved to me through satisfactory evidence of identification (which is her driver's license) to be the person whose name is signed above, and acknowledged to me that she signed it as her voluntary act and for its stated purpose as President of Bates Corp. and as President of Regwill Corp.

Patricia M Lane
Notary Public: Patricia m lane
My Commission Expires: 3-5-2021

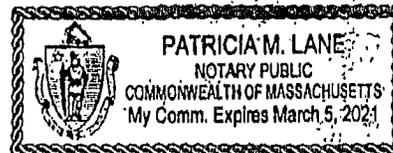


EXHIBIT A
TO DEED
FROM BATES CORP AND REGWILL CORP.
TO HARDY STREET REALTY, LLC

The land situated in Beverly, Essex County, Massachusetts, bounded and described as follows:

Lot 2, containing 6,847 +/- square feet as more particularly described in a plan entitled "Plan of Land Located in Beverly, Massachusetts (Essex County) Prepared for Bates, Corp. & Regwill, Corp.", Scale 1" = 20' dated January 21, 2015 and recorded with the Southern Essex District Registry of Deeds at Book 451, Plan 26.

NW
11
AGP



CITY of BEVERLY
PLANNING BOARD
191 Cabot Street
Beverly, Massachusetts 01915
Phone (978) 921-6000
Fax (978) 921-6187

CITY OF BEVERLY
RECEIVED AND RECORDED
CITY CLERKS OFFICE

2016 MAY 25 P 4:10

Mayor
Michael P. Cahill
Planning Director
Aaron Clausen
Chairperson
John Thomson
Vice-Chair
Ellen Hutchinson



Members
Catherine Barrett
Edwin Barrett, III
Ellen Flannery
David Mack
James Matz
Wayne Miller
Michael Rotondo

May 25, 2016

Mr. D. Wesley Slate, Jr., City Clerk
Beverly City Hall
191 Cabot Street
Beverly, MA 01915

MARGINAL REFERENCE REQUESTED
BOOK 35240 PAGE 454

**RE: SPECIAL PERMIT APPLICATION #150-16 AND SITE PLAN REVIEW
APPLICATION #123-16 - 2 HARDY STREET - HARDY STREET REALTY,
LLC**

Dear Mr. Slate:

On April 19, 2016, the Beverly Planning Board received applications for approval of a site plan and special permit for the construction of a 3-story, 6 two-bedroom unit multifamily dwelling with on-site parking for 6 cars in which the residential use comprises 100% of the total floor area of the building, in the CC District. Site Plan Review is required because the proposed new building is greater than 1,000 square feet. The Special Permit is required because the proposed building does not contain the minimum 25% commercial use, pursuant to Section 300-40C of the Beverly Zoning Ordinance.

The Board conducted a concurrent public hearing on the above-referenced site plan and special permit applications on Tuesday, May 17, 2016. The public hearing was concluded, and the Board voted on the matter on that same night. Board Members voting on the applications included John Thomson, Ellen Hutchinson, Catherine Barrett, Edwin Barrett, Ellen Flannery, David Mack, James Matz, Michael Rotondo, and Wayne Miller.

During its deliberation, the Board considered statements and information submitted by the applicant and its representatives and the verbal comments of the general public received during the public hearing. Written information submitted by the applicant and considered by the Board include plans and narrative enclosed with the site plan and special permit applications, and any revisions. The Board also considered the written comments of the City Engineer, Parking and Traffic Commission, Board of Health, Fire Department, Police Department, and Design Review Board.

Special Permit Application

The Board voted (9-0) to approve the special permit for the construction of a 100% residential building in the CC District, as shown on the plan set, which is named below, attached hereto and incorporated herein by reference. This approval is not transferable to another entity. The Board incorporated the members' observations and the various materials submitted that were favorable to the petition as its general findings of fact and made the following specific findings related to consideration of the special permit request:

- a. That the specific site is an appropriate location for the proposed use, and that the character of adjoining uses would not be adversely affected.
- b. That no factual evidence is found that property values in the district will be adversely affected by such use.
- c. That no undue traffic, nuisance, or unreasonable hazard will result from this development and that the amount of traffic generated from the development would not be detrimental to the neighborhood.
- d. That adequate and appropriate facilities will be provided for the proper operation and maintenance of the proposed use.
- e. That there are no valid objections from abutting property owners based on demonstrable fact.
- f. That adequate and appropriate City services are or will be available for the proposed use.

In view of the forgoing, the Board found that the proposed use is in harmony with the Zoning Ordinance and specifically find that Special Permit criteria enumerated in Section 300-91 have been sufficiently met.

Site Plan Review Application

The Board voted (9-0) to approve the site plan, shown on the plan set, which is attached hereto and incorporated herein by reference, entitled:

"Site Development Plans, 2 Hardy Street, Beverly, MA," 6 sheets, including Cover Sheet, Record Conditions/Demolition Plan, Layout Plan, Grading/Storm Drainage Plan, Utility Plan, and Details; various scales; dated January 25, 2016; all drawn by Meridian Associates, 500 Cummings Center, Suite 5950, Beverly MA 01915; and

"2 Hardy Street, Special Permit and Site Plan Review," 8 sheets, including L1.1, A1.1, A1.2, A1.3, A2.1, A2.2, A2.3, A2.4, scale of 1/8" = 1', dated April 19, 2016, all drawn by Siemakso + Verbridge, 126 Dodge Street, Beverly, MA 01915.

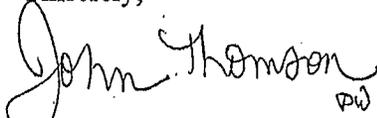
THE APPROVALS ARE SUBJECT TO THE FOLLOWING CONDITIONS:

1. Subject to compliance with any and all conditions set forth in the following letters from City departments, boards and commissions, which are attached hereto and incorporated herein by reference:
 - a. Letter dated May 2, 2016 from Sergeant Tony DiRuzza, Traffic and Safety Officer;

- b. Letter dated May 9, 2016 from Allison Crosbie, Associate Planner, on behalf of the Design Review Board;
- c. Letter dated May 10, 2016 from William Burke, Director of Public Health;
- d. Letter dated May 12, 2016 from Richard Benevento, Chair, Parking and Traffic Commission;
- e. Letter dated May 17, 2016 from Gregory St. Louis, PE, City Engineer; and
- f. Letter dated May 18, 2016 from Chris Halloran, Captain, Beverly Fire Prevention.

Appeals from the Board's decision on a special permit may be filed in accordance with the provisions of M.G.L. Chapter 40A Section 17 within twenty (20) days of the filing of this decision with the City Clerk.

Sincerely,



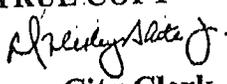
John Thomson
Chairperson

JT/dw

cc: M. Gooding, Glovsky & Glovsky
Bates Corp. and Regwill Corp.
File

Enc.

Twenty days elapsed since this decision has been
filed with the City Clerk and no appeal has been taken.
A True Copy
Attest:

A TRUE COPY
ATTEST: 
City Clerk

SITE DEVELOPMENT PLANS

MAP: 5 LOT: 82

2 HARDY STREET

LOCATED IN
BEVERLY, MASSACHUSETTS

DATE: JANUARY 25, 2016

OWNER:

BATES CORP. AND RECHILL CORP.
159 RAILROAD AVENUE
SOUTH HAMILTON, MASSACHUSETTS 01982

APPLICANT:

HARDY STREET REALTY, LLC
15 RANTOUL STREET
BEVERLY, MASSACHUSETTS, 01915

PREPARED BY:

MERIDIAN ASSOCIATES

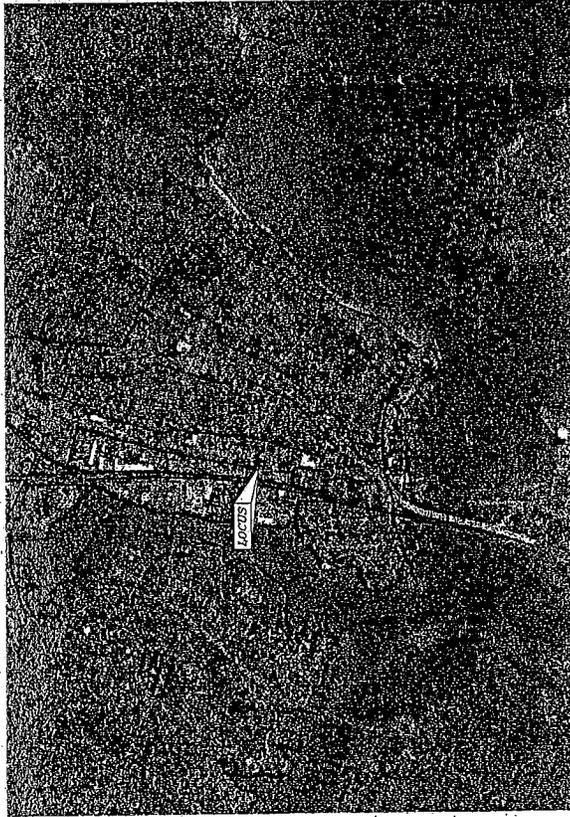
100 WASHINGTON STREET, SUITE 200
BEVERLY, MASSACHUSETTS 01915
TELEPHONE: 978.689.0000
WWW.MERIDIANASSOCIATES.COM



Site Plan #123-16
+ Special Permit #150-16

DRAWING INDEX

- SHEET 1 COVER SHEET
- SHEET 2 RECORD CONDITIONS/DEMOLITION PLAN
- SHEET 3 LAYOUT PLAN
- SHEET 4 GRADING/STORM DRAINAGE PLAN
- SHEET 5 UTILITY PLAN
- SHEET 6 DETAILS



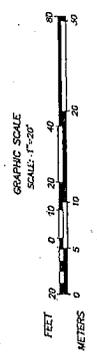
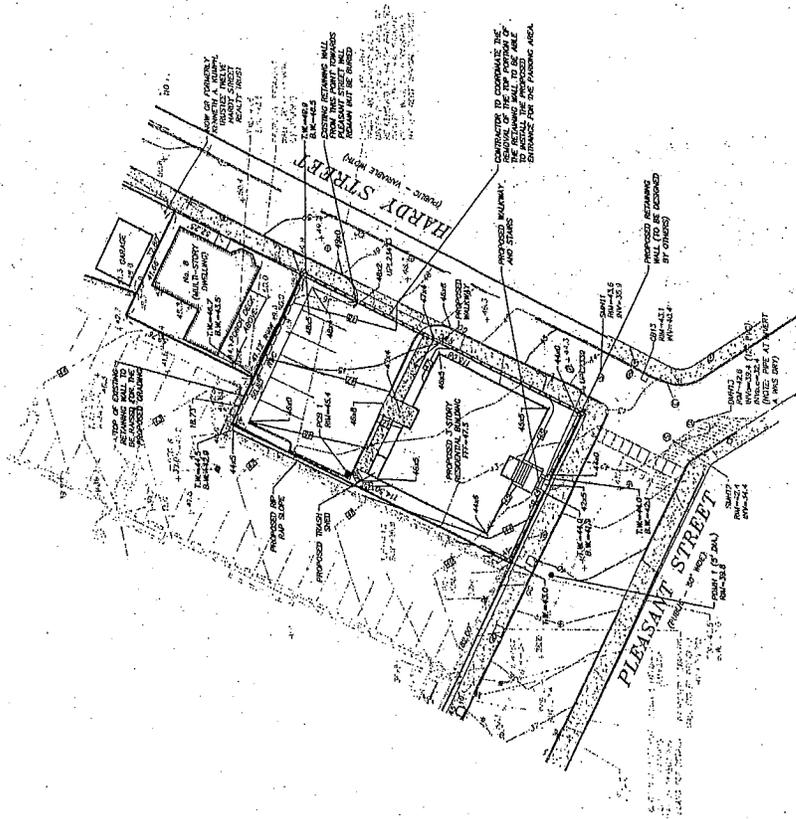
BEVERLY PLANNING BOARD APPROVAL

DATE

PROPOSED GRADING NOTES:

1. POSITIVE DRAINAGE AWAY FROM ALL STRUCTURES SHALL BE MAINTAINED WITH THE USE OF DRAINAGE SWALES.
2. ALL EXISTING AND PROPOSED GRADING SHALL BE MAINTAINED TO THE EXTENT POSSIBLE. THE GRADING SHALL BE MAINTAINED TO THE EXTENT POSSIBLE TO MAINTAIN EXISTING DRAINAGE PATTERNS AND TO MAINTAIN EXISTING DRAINAGE SWALES AND DITCHES.
3. FROM EXISTING SPOT GRADES, ALL PAVED AREAS MUST PATCH TO EXISTING FINISH GRADES. ALL UNPAVED AREAS SHALL BE REGRADED TO EXISTING FINISH GRADES. ALL GRADING SHALL BE MAINTAINED TO THE EXTENT POSSIBLE TO MAINTAIN EXISTING DRAINAGE PATTERNS AND TO MAINTAIN EXISTING DRAINAGE SWALES AND DITCHES.
4. THE CONTRACTOR SHALL PROVIDE SLOPE TO ALLOW THE DRAINAGE SWALE TO MAINTAIN EXISTING DRAINAGE PATTERNS AND TO MAINTAIN EXISTING DRAINAGE SWALES AND DITCHES.
5. CONTRACTOR TO PROVIDE AND MAINTAIN APPROPRIATE EROSION CONTROL MEASURES THROUGHOUT THE CONSTRUCTION PERIOD AND UNTIL ALL SITE WORK IS COMPLETED AND THE SITE IS FULLY REGRADED AND/OR STABILIZED.
6. SET BACKS SHALL BE MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD. SET BACKS SHALL NOT BE VIOLATED DURING CONSTRUCTION PERIODS.

- LEGEND:**
- EXISTING CENTERLINE
 - PROPOSED CENTERLINE
 - PROPOSED DRIVE CURB
 - PROPOSED DRIVE CHAIR RAMP
 - PROPOSED DRIVE MANHOLE
 - PROPOSED DRIVE CULVERT
 - PROPOSED DRIVE
 - PROPOSED DRIVE



2 HARDY STREET
GRADING/STORM DRAINAGE PLAN
 LOCATED IN
BEVERLY, MASSACHUSETTS
 (ESSEX COUNTY)

PREPARED FOR
HARDY STREET REALTY LLC
 SCALES: 1" = 30'
 DATE: JANUARY 25, 2018

MERIDIAN ASSOCIATES
 100 STATE STREET, SUITE 200
 BEVERLY, MASSACHUSETTS 01915
 TEL: 978.686.1111 FAX: 978.686.1112
 WWW.MERIDIANSURVEYING.COM

SHEET No. 4 OF 6 PROJECT No. 5710

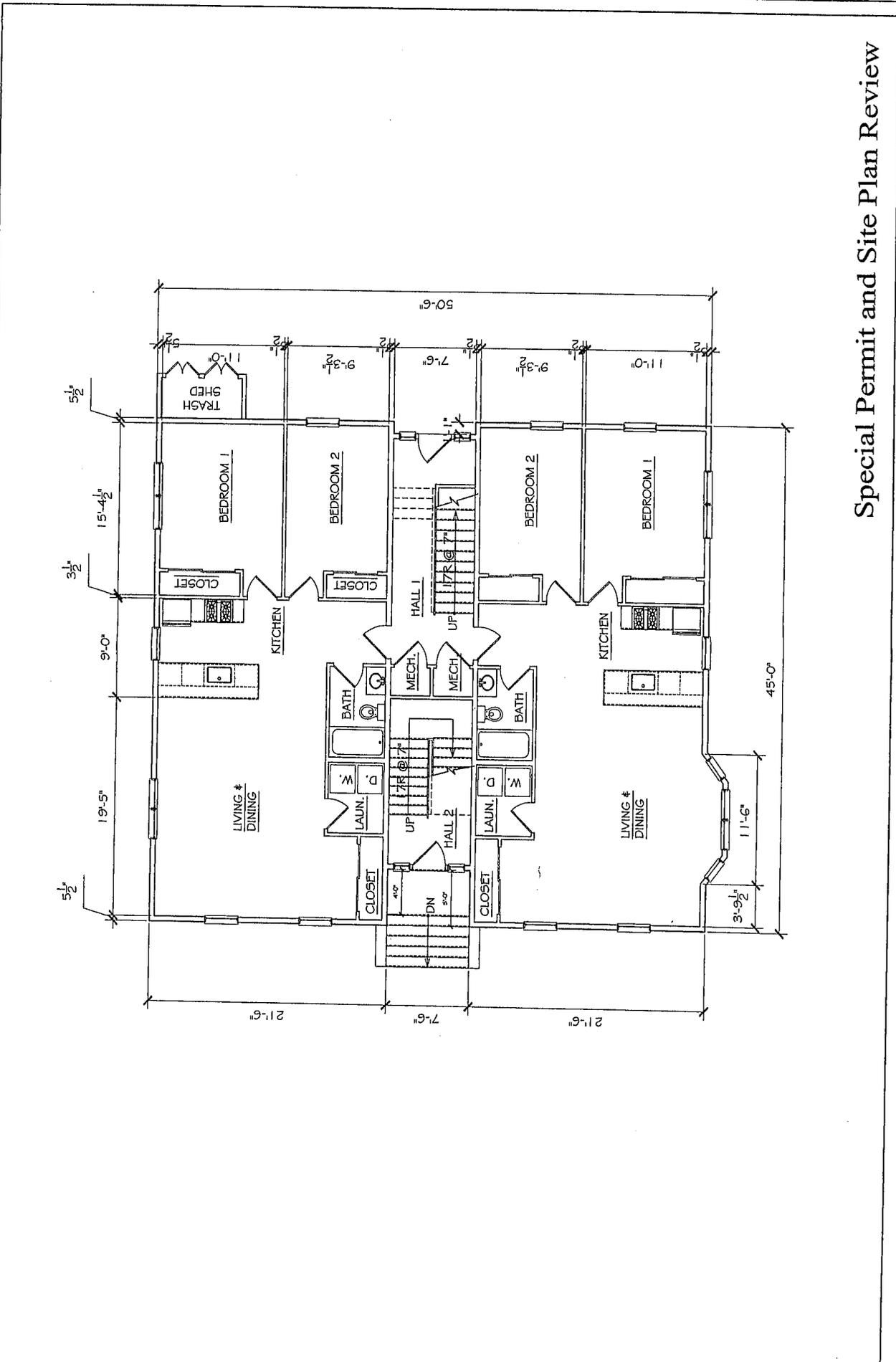


REVISIONS

NO.	DATE	DESCRIPTION	BY	CHKD

Special Permit and Site Plan Review

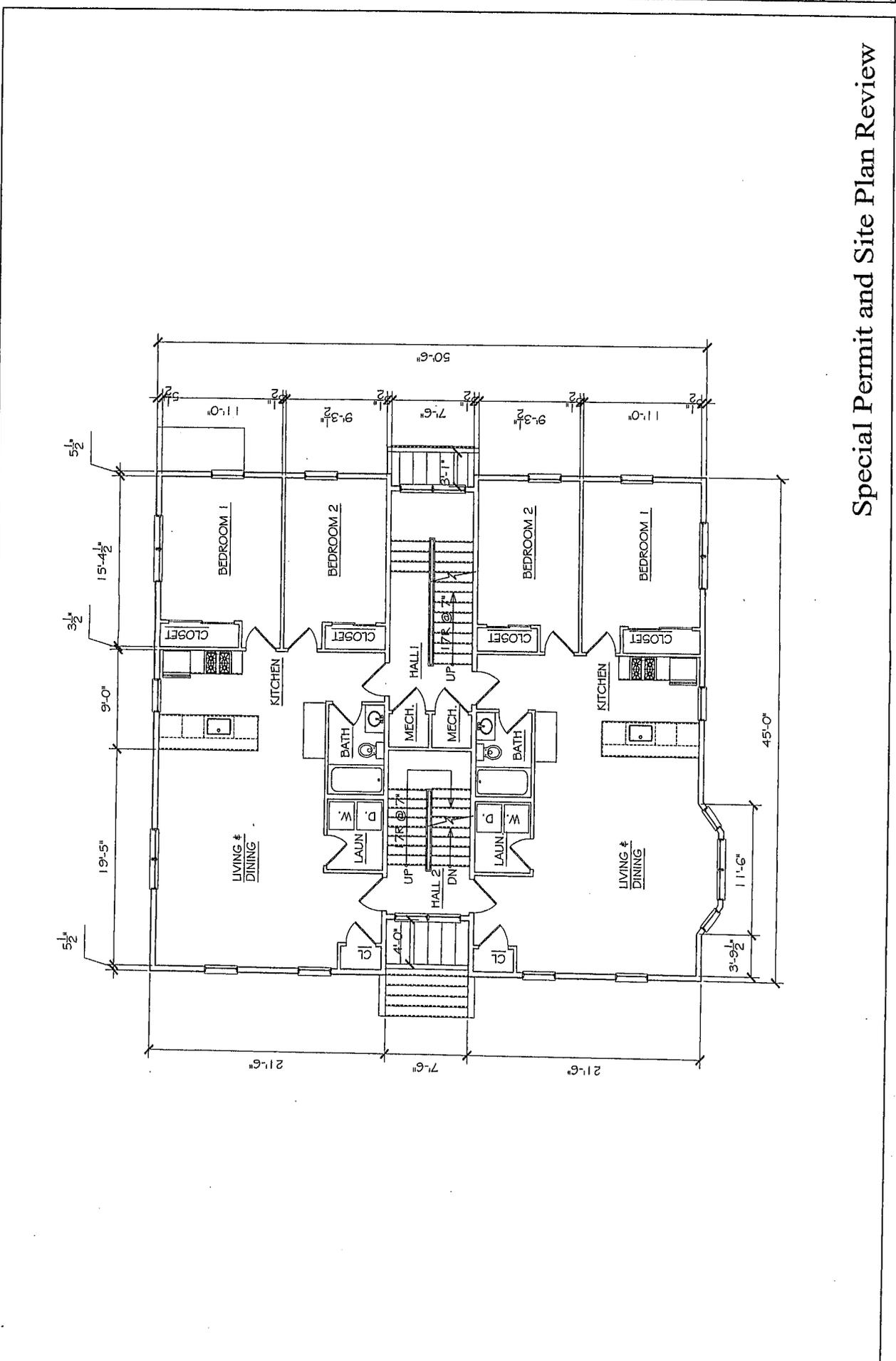
	Siemasko + Verbrige 126 Dodge St. Beverly, MA 01915 978.927.3745 svdesign.com * Architecture * Interior Design * Landscape Design	A1.1 <small>© Siemasko + Verbrige, Inc.</small>
Hardy Street Realty LLC 15 Rantoul St., Beverly MA Proposed First Floor Plan Scale: 1/8" = 1'-0" Drawn by: _____ Plot Date: _____ File Name: _____		
2 Hardy Street 15 Rantoul St., Beverly MA Proposed First Floor Plan Scale: 1/8" = 1'-0" Drawn by: _____ Plot Date: _____ File Name: _____		



* Description	Date

Special Permit and Site Plan Review

2 Hardy Street	Hardy Street Realty LLC 15 Railroad St, Beverly MA	126 Dodge St, Beverly, MA 01915 svdesign.com 1978.927.3745 f 978.927.6365 File Name:	Siemasko + Verbridge Architect Interior Design Landscape Design	Date: 4/19/2016 Plot Date:
Proposed Second Floor Plan		Scale: 1/8" = 1'-0" Drawn by:		Revisions



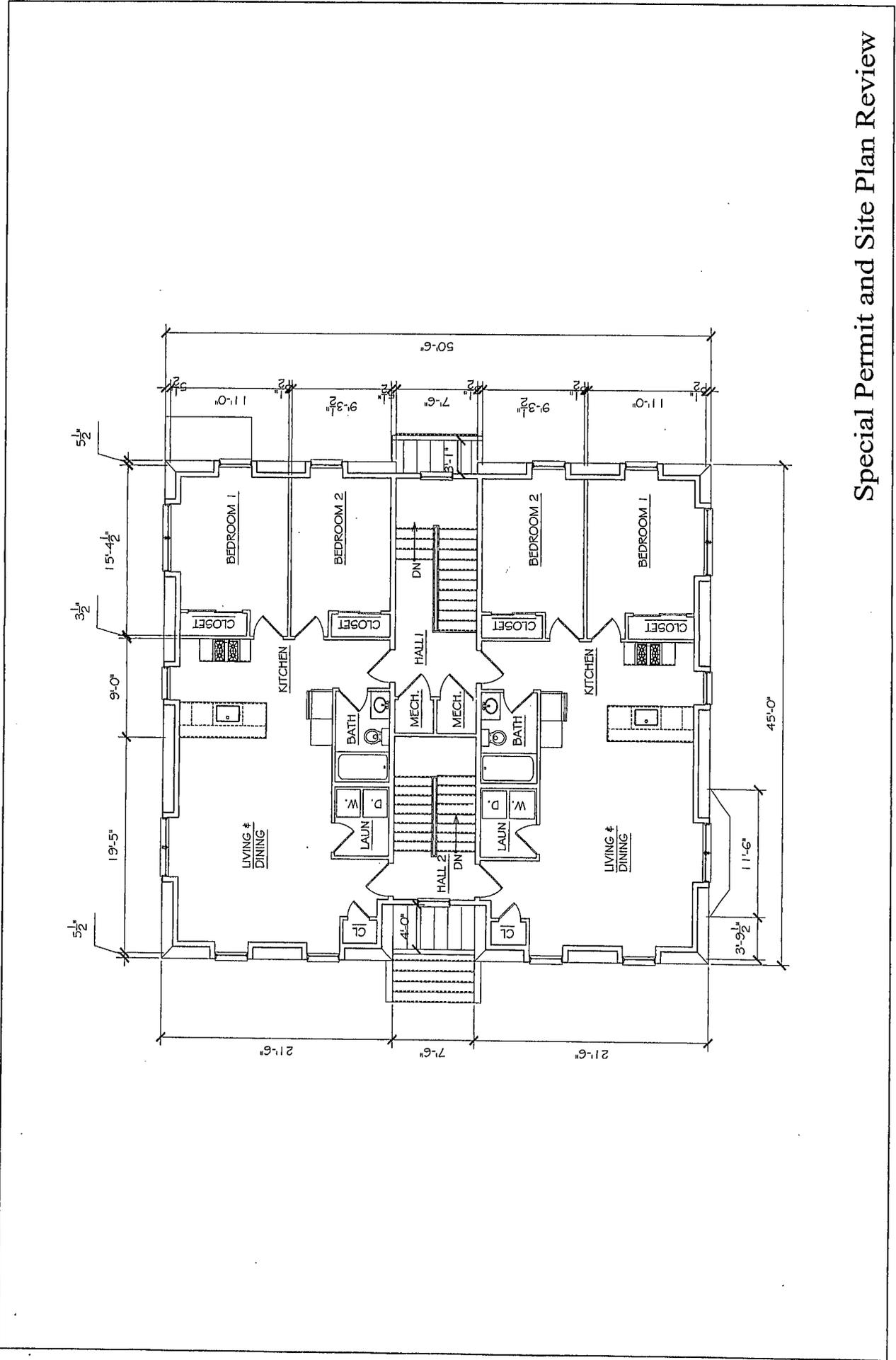


2 Hardy Street
15 Rantoul St, Beverly MA
Hardy Steel Realty LLC

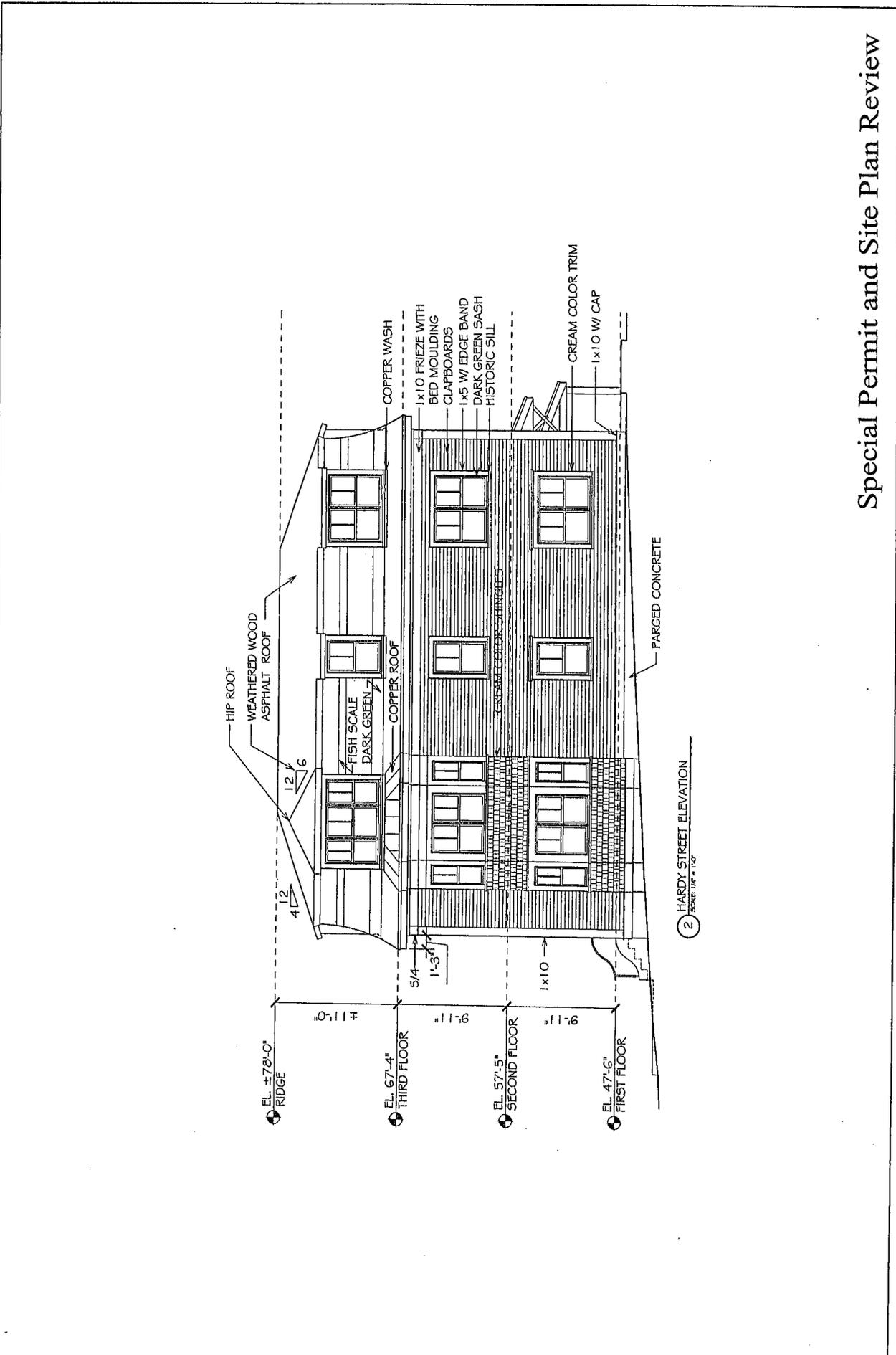
Siemasko + Verbridge
126 Dodge St, Beverly, MA 01915
sdesign.com 978.927.3745 978.927.6365

Proposed Third Floor Plan
Scale: 1/8" = 1'-0"
Drawn by:
Date: 4/19/2016
Plot Date:

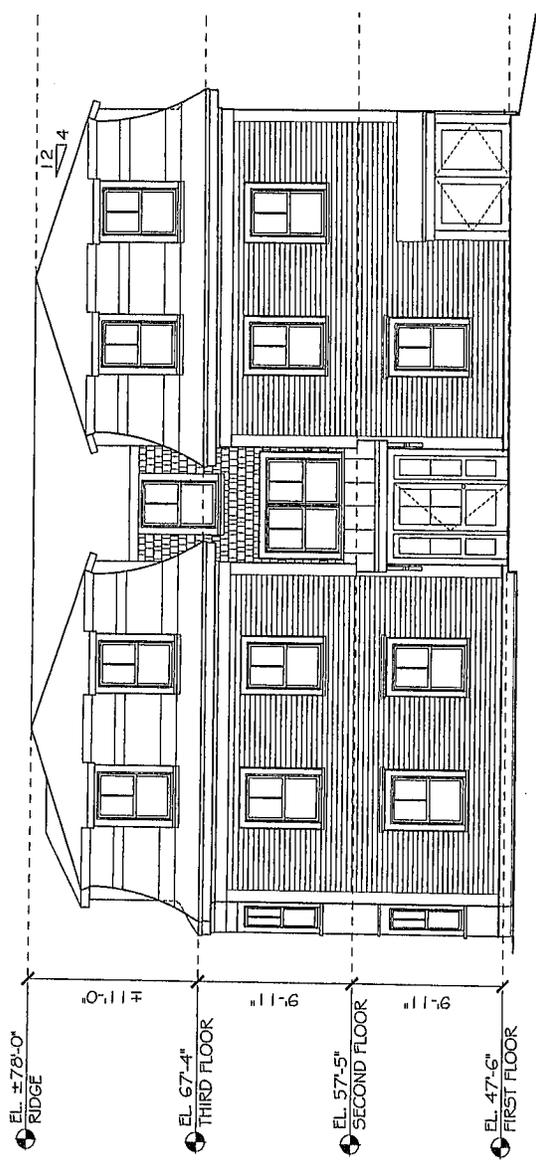
#	Description	Date



Special Permit and Site Plan Review



Special Permit and Site Plan Review



3 REAR ELEVATION
SCALE 1/8" = 1'-0"



2 Hardy Street
 Hardy Street Realty LLC
 15 Rantoul St, Beverly MA

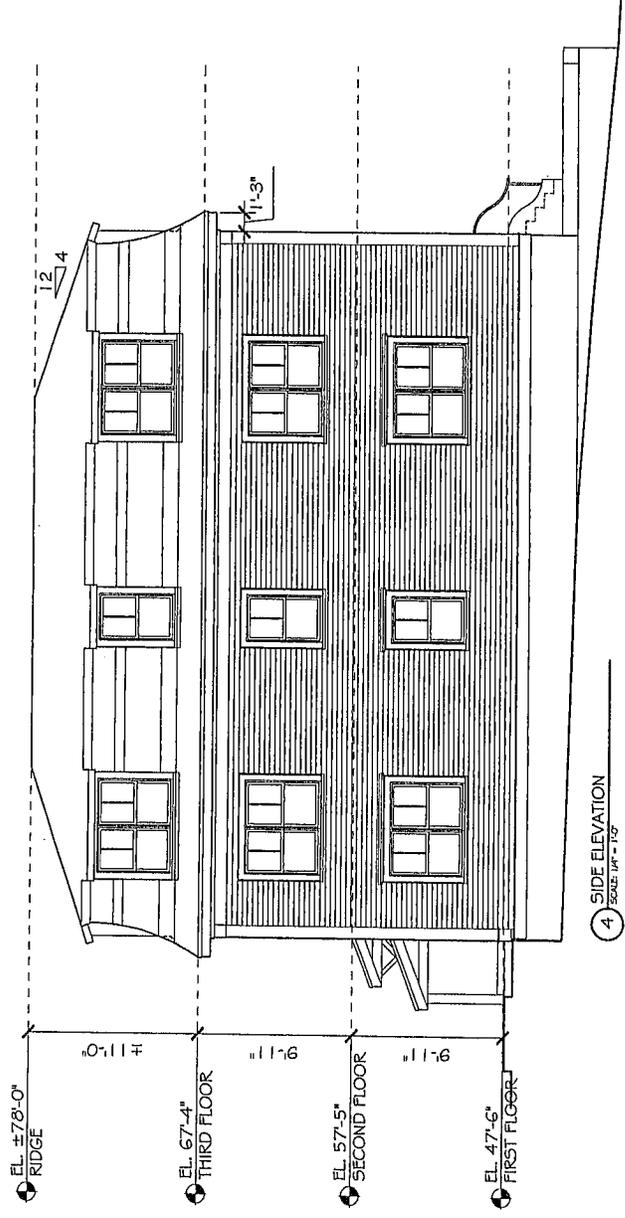
Siemasko + Verbridge
 126 Dodge St, Beverly, MA 01915
 svdesign.com 1978.927.3745 978.927.6365

Hardy Street Realty LLC
 15 Rantoul St, Beverly MA
 Architecture
 Interior Design
 Planning
 Landscape Design

Proposed
 Side Elevation
 Scale: 1/8" = 1'-0"

Drawn by:
 Plot Date:

#	Description	Date



Special Permit and Site Plan Review



John G. LeLacheur
Chief

City of Beverly

MASSACHUSETTS

POLICE DEPARTMENT



Beverly, Massachusetts 01915

May 2nd 2016

Planning Board
City of Beverly

RE: Special Permit Application #150-16 and Site Plan Review Application #123-16-construct 3 story, 6 two bedroom unit multifamily dwelling with on site parking for 6 cars-2 hardy street.

The Beverly Police Department does not have any issues with the proposed plan.

Respectfully,

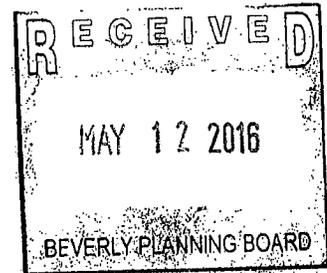
Sgt. Tony DiRuzza

Sergeant Tony DiRuzza
Traffic and Safety Officer



**CITY of BEVERLY
DESIGN REVIEW BOARD**

*191 Cabot Street
Beverly, Massachusetts 01915
Phone (978) 921-6000
Fax (978) 921-6187*



Mayor

*Michael P. Cahill
Chairperson
Sandra Cook*

Members

*Karen Bebergal
Allison Crosbie
William Finch
Ellen Flannery
Rachel Matthews
Joel Margolis
Matthew Ulrich*

May 9, 2016

Mr. John Thomson, Chairperson
Beverly Planning Board
191 Cabot Street
Beverly, MA 01915

RE: Site Plan Review – 2 Hardy Street

At the May 5, 2016 meeting of the Beverly Design Review Board (the "Board"), members of the Board reviewed the above referenced submittal, shown on the following drawings.

(1) "L1.1 Proposed Landscape Plan," scale 1/8"= 1'-0", April 19, 2016; (2) "A1.1 Proposed First Floor Plan," scale 1/8"= 1'-0", April 19, 2016; (3) "A1.2 Proposed Second Floor Plan," scale 1/8"= 1'-0", April 19, 2016; (4) "A1.3 Proposed Third Floor Plan," scale 1/8"= 1'-0", April 19, 2016; (5) "Proposed Pleasant Street Elevation," scale 1/8"= 1'-0", April 19, 2016; (6) "A2.2 Proposed Hardy Street Elevation," scale 1/8"= 1'-0", April 19, 2016; (7) "A2.3 Proposed Rear Elevation," scale 1/8"= 1'-0", April 19, 2016; (8) "A2.4 Proposed Side Elevation," scale 1/8"= 1'-0", April 19, 2016, all drawn by Siemasko + Verbridge, 126 Dodge Street, Beverly, MA.

At the conclusion of its discussion, the Board unanimously recommends that the Planning Board approve the proposed plans.

Thank you for your consideration and the opportunity to comment on this application. Please do not hesitate to contact me if you have questions relative to the Board's deliberations.

Sincerely,

Allison Crosbie
Associate Planner

CC: File



CITY of BEVERLY
BOARD of HEALTH
90 Colon Street
Beverly, Massachusetts 01915
Phone (978) 921-8591
Fax (978) 922-5695

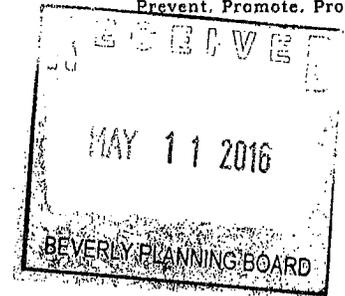


Public Health
Prevent. Promote. Protect.

Mayor
Michael P. Cahill
Director of Public Health
William T. Burke III, RS, CHO

May 10, 2016

Arron Clausen
Director of Planning
City Hall – 191 Cabot Street
Beverly, MA 01915



Re: Special Permit Application #150-16 and Site Plan Review Application #123 – 2 Hardy Street – Construct 3-story, 6 two bedroom unit multifamily dwelling – Hardy Street Realty LLC.

Dear Mr. Clausen:

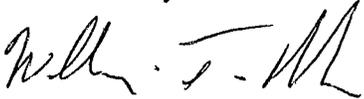
A representative of the Beverly Health Department has reviewed the April 18, 2016 plan prepared by Meridian Associates and the April 29, 2016 plan prepared by Siemasko and Verbridge. The plans will meet the Board of Health's requirements if the following recommended comments are included in the Planning Board's approval process.

- The applicant shall prior to site work start-up/demolition and during site construction, employ a licensed pest control firm for site evaluation and service. A copy of the service program is to be sent to the Health and Planning Departments.
- If fill is to be brought on site, the applicant/developer must comply with Board of Health Regulation, Chapter 15: Soil and Solid Fill Regulations.
- The applicant shall employ an acceptable method for dust control and street cleaning during demolition and construction.
- In accordance with Beverly Board of Health Regulation, Chapter 11, "Regulation for Noise Control", noise sources associated with construction, repair, remodeling, or grading of any real property are exempt, provided said activities do not take place between the hours of 8:00 pm and 7:00 am on weekdays, including Saturday, nor at any time on Sunday or federal, state or local holiday.
- The design proposal must concur with the Municipal Engineering Department, Municipal Inspections Department and Conservation Commission for all utility connections (water supply, sanitary waste, gas, etc.) and drainage requirements.

- Consideration must be given to prevent the occurrence of excessive noise from HVAC and refrigeration systems. The Mass DEP policy states that a noise source will be considered to be violating the DEP noise regulation (310 CMR 7.10) if the source increases the broadband sound level by more than 10db(A) above ambient.
- Consideration must be given to prevent the occurrence objectionable conditions associated with trash storage/disposal. In accordance with City of Beverly Ordinance Article IV, Sec. 9-71(1) – Each dumpster must be located at a minimum distance of ten (10) feet from the lot line as not to interfere with the safety, convenience or health of abutters or residents.
- The final surface must be graded so as not to create any stagnant water and/or run-off, which could create objectionable conditions.
- All wastes generated by development activities must be appropriately stored and removed in a timely manner.

Sincerely,

For The Beverly Board of Health

A handwritten signature in black ink, appearing to read "William T. Burke III". The signature is fluid and cursive, with a large, stylized initial "W" and "B".

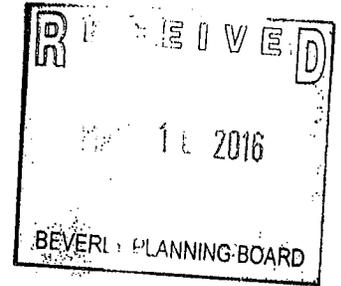
William T. Burke III, RS, CHO
Director of Public Health



CITY of BEVERLY
PARKING AND TRAFFIC COMMISSION

191 Cabot Street
Beverly, Massachusetts 01915
Phone (978) 921-6000
Fax (978) 921-6187

Mayor Michael P. Cahill



Chairman
Richard J. Benevento

Vice-Chairman
Aaron Clausen

Members
Sgt. Antonio DiRuzza
Captain Chris Halloran
Richard Hutchinson
John Somes
George Binns

May 12, 2016

Mr. John Thomson, Chairperson
Beverly Planning Board
City Hall, 191 Cabot Street
Beverly, MA 01915

RE: Recommendation to the Planning Board: Special Permit #150-16 and Site Plan Review #123-16: Construct 3-story , 6-unit multi-family residential building with six parking spaces – 2 Hardy Street – Hardy Street Realty, LLC

Dear Mr. Thomson:

At a meeting of the City of Beverly Parking and Traffic Commission held on Tuesday, May 10th, 2016, members of the Commission conducted review of plans for the proposed development project located at 2 Hardy Street by Hardy Street Realty, LLC. The applicant provided a site plan set by Meridian and Associates dated April 18, 2016.

The project proposal includes a six-unit multifamily project with six parking spaces accessed from Hardy Street. The Commission determined that the project will not have a negative impact on traffic considering the small scale of the project, its location within the downtown commercial core that is characterized by dense mixed use developments, and its close proximity to the Beverly Depot commuter rail station.

The Commission also finds that the number of proposed off-street parking spaces is consistent with the Beverly Zoning Code (Section 300-40.E). The subject property is located within the downtown parking overlay district and therefore requires one parking space per dwelling unit. As previously noted the mixed-use character of the surrounding area and convenient access to the commuter rail station should reduce off-street parking demand.

In view of the forgoing the Commission voted unanimously to recommend approval of the site plan and special permit referenced above, subject to the following condition:

1. The applicant shall develop and provide information to new tenants of alternative modes of transportation available to residents, including but not limited to the MBTA commuter rail, MBTA bus and Beverly Shuttle service, car/ ride-sharing services, as well as non-motorized modes of transportation. The applicant should consider implementing Transportation Demand Measures (TDM) to further reduce Single Occupancy Vehicle trips.

The Commission would like to thank the Planning Board for the opportunity to comment on this project. Please feel free to contact me or Aaron Clausen, Planning Director, if you have any questions relative to the Commission's recommendation.

Respectfully,



Richard Benevento
Chairman

RB/ac

cc: Parking & Traffic Commission members
Aaron Clausen, Planning Director
Greg St. Louis, City Engineer
Chris Koeplin, Beverly Crossing
Kristen Poulin, Beverly Crossing
Miranda Gooding, Glovsky & Glovsky

file



CITY of BEVERLY
DEPARTMENT of PUBLIC SERVICES
and ENGINEERING

*191 Cabot Street
Beverly, Massachusetts 01915
Phone (978) 921-6000
Fax (978) 921-6003*

*Mayor
Michael P. Cahill
Commissioner
Michael P. Collins, PE
City Engineer
Gregory M. St. Louis, PE*

May 17, 2016

John Thomson, Chairman
Beverly Planning Board
191 Cabot Street
Beverly, MA 01915

RE: Engineering Department – Review Comments for Special Permit Application #150-16 & Site Plan Review Application #123-16 for 2 Hardy Street

On behalf of the City of Beverly Engineering Department, we have reviewed the Special Permit & Site Plan Review Applications and associated plans prepared for 2 Hardy Street, prepared by Meridian Associates and Siemasko & Verbridge dated January 25, 2016 and have the following comments as conditions of approval:

1. Parking appears depicted within 5' of the property line. Applicant should consider requesting relief.
2. Retaining wall under pavement should generally be removed within 2 feet of finished grade.
3. Confirm handicapped parking is not required.
4. Provide water pipe size and material. Please note that currently the City of Beverly is reviewing the water demand fee ordinance and the resulting fee will be assessed and charged at a later date. Please see posted notice on the Engineering Department website.
5. Proposed DMH may be field located based on conflicts with other utilities.
6. Confirm driveway entry profile provides sufficient clearances.

General

7. Drainage Alteration and Erosion Control permits required through Engineering. Provide Erosion Control details for the site.
8. As-Built Drawings: The Engineering Department requires the delivery of AutoCAD "as-built" drawings upon completion of the building and utility work. These drawings shall also be delivered in .pdf format generated directly from the electronic AutoCAD files. These drawings shall be delivered prior to the sale/installation of the required water meters.



CITY of BEVERLY
DEPARTMENT of PUBLIC SERVICES
and ENGINEERING

191 Cabot Street
Beverly, Massachusetts 01915
Phone (978) 921-6000
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9. Stormwater Management - All maintenance and inspection records shall be submitted to the City of Beverly Planning Department (1) one time, annually due by December 31 of the calendar year in which the maintenance/inspection was performed. These records shall include, but may not be limited to works performed on the bio detention basins, deep sump catch basins, and sweeping. An account of any deficiencies/repairs shall be summarized in a cover letter referring to the maintenance/inspection records that have been included.

Should you have any questions or comments, please feel free to contact our office.

Regards,

A handwritten signature in cursive script, appearing to read "Gregory M. St. Louis".

Gregory M. St. Louis, PE
Beverly City Engineer



City of Beverly
Fire Department Bureau of Fire Prevention

15 HALE STREET
BEVERLY, MA 01915
Tel: (978) 927-2200 Fax: (978) 922-1879

May 18, 2016



Planning Board
City Of Beverly
191 Cabot Street
Beverly, MA 01915

Subject: Special Permit Application # 150-16 and Site Plan Review Application # 123-16-Construct 3-story, 6 two-bedroom unit multifamily dwelling with on-site parking for 6 cars – 2 Hardy Street – Hardy Street Realty, LLC

Dear Planning Board Members:

After reviewing the above subject matter, Beverly Fire Prevention has no issues with the current proposed plans at this time.

Thank you

Sincerely,

C. Halloran

Chris Halloran
Captain – Beverly Fire Prevention

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

DRAFT¹
REGULATORY AGREEMENT
AND
DECLARATION OF RESTRICTIVE COVENANTS
FOR
RENTAL PROJECT
Local Action Units

This Regulatory Agreement and Declaration of Restrictive Covenants (the "Agreement") is made this ____ day of _____, 2018 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 of Beverly ("the Municipality")**, and **Hardy Street Realty, LLC**, a Massachusetts limited liability company, having an address 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");

WHEREAS, the Developer intends to construct a rental housing development known as **"[Project Name - TBD]"** at an approximately 6,847 SF site situated at 2 Hardy Street in the Municipality, more particularly described in Exhibit A attached hereto and made a part hereof (the "Project");

¹ Draft is provided as sample of applicable regulatory agreement; final regulatory agreement and income restrictions may be included in form of regulatory agreement prescribed by HCP Lenders and/or DHCD.

WHEREAS, such Project is to consist of a total number of six (6) rental dwellings (the "Units") and all six (6) 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.

NA	of the Low and Moderate Income Units shall be a studio unit;
NA	of the Low and Moderate Income Units shall be one bedroom units;
Six (6)	of the Low and Moderate Income Units shall be two bedroom units;
NA	of the Low and Moderate Income Units shall be three bedroom units; and,
NA	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 sixty percent (60%) 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 sixty percent (60%) 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. If the rent for a Low and Moderate Income Unit is subsidized by a state or federal rental subsidy program, then the rent applicable to the Low and Moderate Income Unit may be limited to that permitted by such rental subsidy program, provided that the tenant’s share of rent does not exceed the maximum annual rental expense as provided in this Agreement.

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. If an annual request for a new schedule of rents for the Low and Moderate Income Units is made for any other reason, and the Municipality and DHCD fail to respond within thirty (30) days of the Municipality's and DHCD's receipt thereof, the Developer may send DHCD and the Municipality a notice of reminder, and if the Municipality and DHCD fail to respond within thirty (30) days from receipt of such notice of reminder, 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) 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 of comparable size, features and bedrooms 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.

(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). 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 and applicable to the initial rent-up only. 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 nor 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. Except for rental of Units to Low or Moderate Income Tenants as permitted by the terms of this Agreement, the Developer will not sell, transfer, lease, or exchange the Project or any portion thereof or interest therein (collectively, a “Sale”), or (except as permitted under Section (d) below) mortgage the Property, without the prior written consent of DHCD and the Municipality, which consent shall not be unreasonably withheld or delayed provided that the Sale is consistent with the Regulations and Guidelines.

- (a) A request for consent to a Sale shall include:

- A signed agreement stating that the transferee will assume in full the Developer's obligations and duties under this Agreement, together with a certification by the attorney or title company that it will be held in escrow and, in the case of any transfer other than a transfer of Beneficial Interests (as defined below), recorded in the Registry of Deeds with the deed and/or other recorded documents effecting the Sale;
- The name of the proposed transferee and any other entity controlled by or controlling or under common control with the transferee, and names of any affordable housing developments in the Commonwealth owned by such entities;
- A certification from the Municipality that the Project is in compliance with the affordability requirements of this Agreement.

(b) Consent to the proposed Sale shall be deemed to be given unless DHCD or the Municipality notifies the Developer within thirty (30) days after receipt of the request that either

- The package requesting consent is incomplete, or
- The proposed transferee (or any entity controlled by or controlling or under common control with the proposed transferee) has a documented history of serious or repeated failures to abide by agreements of affordable housing funding or regulatory agencies of the Commonwealth or the federal government or is currently in violation of any agreements with such agencies beyond the time permitted to cure the violation, or
- The Project is not being operated in compliance with the affordability requirements of this Agreement at the time of the proposed Sale.

(c) 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 the holders of Beneficial Interests as of the date of this Agreement; or
- (iii) the sale, mortgage, conveyance, transfer, ground lease, or exchange of Developer's interest in the Project or any part of the Project.

For purposes hereof, the term “Beneficial Interest” shall mean: (i) with respect to a partnership, any 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.

(d) Notwithstanding the above, DHCD’s consent under this Section 9 shall not be required with respect to the grant by the Developer of any mortgage or other security interest in or with respect to the Project to a state or national bank, state or federal savings and loan association, cooperative bank, mortgage company, trust company, insurance company or other institutional lender made at no greater than the prevailing rate of interest or any exercise by any such mortgagee of any of its rights and remedies (including without limitation, by foreclosure or by taking title to the Project by deed in lieu of foreclosure), subject, however to the provisions of Section 14 hereof.

Developer hereby agrees that it shall provide copies of any and all written notices received by Developer from a mortgagee exercising or threatening to exercise its foreclosure rights under the mortgage.

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, without prior written approval of DHCD and the Municipality and an amendment to this Agreement, change the type or number of Low and Moderate Income Units. 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 the dwelling accommodations of the Project for any purpose except residences and any other uses permitted by the applicable zoning then in effect;

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

Developer: Hardy Street Realty, 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 and Subordination of Mortgage to Regulatory Agreement attached hereto and made a part hereof.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

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

HARDY STREET REALTY, LLC, a Massachusetts
limited liability company

By: _____
Christopher D. Koeplin, Manager
Hereunto duly authorized

**DEPARTMENT OF HOUSING AND
COMMUNITY DEVELOPMENT**

By: _____
its Associate Director

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 _____, 2018, before me, the undersigned notary public, personally appeared Christopher D. Koeplin, Manager of Hardy Street Realty, LLC, as 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
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

On this _____ day of _____, 2018, 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
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

Essex,ss.

On this _____ day of _____, 2018, before me, the undersigned notary public, personally appeared Michael P. 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.

Notary Public
My Commission Expires:

**CONSENT AND SUBORDINATION OF MORTGAGE
TO REGULATORY AGREEMENT**

[Note – there is presently no mortgage of record].

The undersigned _____, being the holder of a Mortgage and Security Agreement dated as of _____, with respect to the above described Project, recorded with the Registry of Deeds in Book _____, Page _____, together with a related Assignment of Leases and Rents recorded with said Registry in Book _____, Page _____ (collectively, the “Mortgage Instruments”), hereby recognizes and consents to the execution and recording of this Agreement and agrees that the aforesaid Mortgage Instruments shall be subject and subordinate to the provisions of this Agreement, to the same extent as if said Mortgage Instruments had been registered subsequent thereto. The Undersigned further agrees that in the event of any foreclosure or exercise of remedies under said Mortgage Instruments, it shall comply with the terms and conditions hereof.

[MORTGAGE LENDER]

By: _____
Name:
Title:

COMMONWEALTH OF MASSACHUSETTS

_____, ss.

On this _____ day of _____, 2018, 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 _____ 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:

EXHIBIT A

Re: [Project Name – TBD]
Beverly, MA
Hardy Street Realty, LLC

Property Description

EXHIBIT B

Re: [Project Name – TBD]
Beverly, MA
Hardy Street Realty, LLC

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

	Rents	<u>Utility Allowances</u>
Two bedroom units	\$TBD	\$

AFFIRMATIVE FAIR HOUSING MARKETING PLAN (AFHMP)
DRAFT¹

- A. **Project Name:** 2 Hardy Street
Beverly, MA
- B. **Type:** 2 Bedroom Rental Units
- C. **Developer Name:** Beverly Crossing
- D. **Owner Name:** Harborlight Community Partners, Inc.
- E. **Sponsor Name:** Hardy Street Realty LLC
- F. **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 six (6) rental units, each containing two (2) bedrooms. Rent is. This assumption is based on tenant paid utilities using gas for heat. Maximum Rent is \$1,239 calculated using the 60% income limit multiplied by 30%. Utility Allowance is deducted from maximum rent allowable. Our projected rent amounts are based on 3 persons for a 2 bedroom unit.

H. Construction Type:

Wood frame

I. Eligibility Income Limits

The maximum allowable incomes for the apartments located this Project are as follows:

FY2017	1-person	2-persons	3-persons	4-persons
<60% median	\$ 43,400	\$ 49,680	\$ 55,860	\$ 62,040

¹ This is a preliminary draft - final Marketing and Tenant Selection Plan is subject to modification with respect to tenant income qualifications and review by DHCD and HCP lenders.

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. The advertisements will be run twice unless otherwise approved by DHCD.

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 |

- | | |
|--|--|
| <p>7. Bethel AME Church
72 Silsbee St.
Lynn, MA 01901</p> | <p>African American</p> |
| <p>8. First Spanish Free Methodist Church
11 Great Woods Lane
Lynn MA 01904</p> | <p>Spanish</p> |
| <p>9. Assemblie de Deus Gloucester
196 Main St.
Gloucester MA 01930</p> | <p>Spanish</p> |
| <p>10. CHAPA-MassAccess
18 Tremont Street, Suite 401
Boston, MA 02108
617-742-0820
Massaccesshousingregistry.org</p> | <p>Low income individuals and families –accessible housing</p> |
| <p>11. Boston Fair Housing Commission’s Metrolist</p> | <p>Low income individuals and families</p> |

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:

2 Hardy Street consists of six (6) 2-bedroom units and is intended to serve individuals and families.

A family or household consists of:

(a) two or more persons who live or will live regularly in a unit as their primary residence:

1. whose income and resources are available to meet the household's needs; and
2. who are either related by blood, marriage, or operation of law, or who have otherwise evidenced a stable inter-dependent relationship.

(b) one person.

A household member shall be considered to be living regularly with a family if temporarily absent for reasons such as hospitalization, duty assignment, employment, or school attendance in another location. Upon receipt of notice from the Department of Social Services that one or more children will be reunified with a household member, such child or children, if eligible and qualified, shall be considered household members for purposes of securing a unit of appropriate unit size for the reunified family.

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

2. Income:

To be eligible for housing, families must meet income eligibility requirements. Household must have income below 60% 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 months 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.

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 and household size eligibility. If an applicant is eligible and selected a CORI and credit check will be done. Applicants who do not pass the CORI and/or credit check will not be offered a unit.
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.

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

LOTTERY

This property will have an open waiting list that will continue to be used. The waiting list will not be closed. As such, a lottery is being utilized to augment the waiting list. There will at least 60 days of affirmative marketing and application taking prior to lottery.

Prior to lottery:

1. Applicant Log: A log will be maintained with each person's name and address and also the date the application was returned.
2. Preliminary Screening: Conduct preliminary screening to ensure that each application meets standard threshold criteria.
 - The application has been filled out completely
 - Income at or below 60% of area median income
 - Household size appropriate to 2 bedroom

On the Day of the Lottery:

3. The applications or cards bearing each applicant's name, I.D. code, or other identifier are all placed in one receptacle.
4. One manual lottery is held to determine each applicant's rank order for selection.
5. As each application/card is drawn from the receptacle, the number of the draw is announced and indicated on a master list, as well as on the application/card. For example, the first application/card drawn will be indicated as #1 on the master list; and the application/card will be marked with a #1.
6. Two witnesses, one senior staff member from the management company and one from the property's site staff, should sign their names and affiliations as present at the lottery drawing. If the lottery is open to the public, please include the names of all persons present.

After the Lottery:

7. The developer/agent will use the master list in assigning each application to its appropriate pool; e.g., the applications will be sorted by income and ranked by lottery number.
8. The agent shall screen the applicants in their rank order, regardless of the applicant's income. Households are offered units in their appropriate bedroom size until they are no longer available.

9. In the event that an applicant is over the income eligibility, the applicant will be notified that they do not qualify.
10. If the selected applicant does not pass final screening or decides not to lease a unit, the agent shall move to the next ranked applicant for that specific pool.
11. 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

SAMPLE LOG:

Project Name:

Application Dates:

Deadline:

Name	Address	Race	BR Size	% income	Hand Access	HH Size	Pick up Date	Drop off date	Staff Initials

AFFIRMATIVE MARKETING TIMELINE

DATE: _____, 2018

Project Name: 2 Hardy Street Project, Beverly, MA

Contact Person: Yvonne Graham, Housing Director

Phone: 978-922-1305 x201

	<u>Start</u>	<u>End</u>
Construction	TBD	
Affirmative Marketing		
General Marketing		
Application Taking		
Initial Screening		
Lottery Date		
Selection Complete		
Occupancy		

Notes:

Outreach:

Scheduled Occupancy is _____, 2018. Tenant selection starts 121 days before scheduled occupancy. Affirmative marketing is 30 days, general marketing is 60 days, Application taking 60 days, and Initial screening is 31 days.