



Town of Wenham
BOARD OF SELECTMEN
AMENDED AGENDA

Tuesday February 12nd

5:00 PM

Wenham Town Hall – 138 Main Street

Notice of public meeting as required by M.G.L. Chpt.30A §18-25

All audience members wishing to address the Board of Selectmen must go to the podium microphone and give their name & address.

- 5:00 P.M. **WELCOME:** Call to order
- Executive Session #6 under M.G.L. Ch. 30A, § 21 – To consider the purchase, exchange, taking, lease, or value of real property if such discussion may have a detrimental effect on the negotiating position of the governmental body.
- Community Preservation Act Historic Preservation Restrictions
- Executive Session #3 under M.G.L. Ch. 30A, § 21 – To discuss strategy with respect to litigation if the chair declares that an open meeting may have a detrimental effect on the litigation position of the Town.
- Maple Woods
- 6:30 P.M. **PUBLIC INPUT: ITEMS NOT ON THE AGENDA**
- ANNOUNCEMENTS** JC
1. Wenham's Cutest Dog Contest – Dianne Bucco
 2. Wenham Annual Town Elections – Open Offices
- 6:35 P.M. **REPORTS**
- TOWN ADMINISTRATOR – Update
CHAIRMAN
SELECTMEN
- 6:40 P.M. **CONSENT AGENDA** JW
- A. Minutes
 - Open Session: December 4, 2018
 - Executive Session: November 27, 2018 (3)
 - B. Acceptance of \$1,000 Donation to the Veterans Committee for Wreaths Across America
- 6:45 P.M. **NEW BUSINESS**
- C. Discussion of Potential Next Steps Regarding Process to Fill the Town Administrator Position on a Short- and Long-Term Basis (15 minutes) CH
 - D. Potential Revision to Wenham Connects Committee Charge (3 minutes) JW
 - E. Appointments: (7 minutes) JW
 - Wenham Connects Committee: Marianne T. Cannon, Albert W. Dodge, Marcia Ford, LuBeth W. Kuemmerle, Martha B. Lowery, Ann M. O'Shea, Patricia A. Tremblay, Francois E. Wilhelm, James R. Reynolds, or Peter Lombardi
 - Zoning Board of Appeals: Dana M. Begin or Evan N. Campbell
 - F. Maple Woods Senior Affordable Housing Project Update (15 minutes) CH
 - G. Review and Potential Approval of Community Preservation Act Grant Agreement and Historic Preservation Restriction Agreement with Wenham Museum (10 minutes) JC
 - H. Review of Regional Dispatch Feasibility Study for Danvers or Hamilton, Review of Draft Intermunicipal Agreement for North Shore 911 Center, and Discussion of Potential Next Steps (45 minutes) JW
 - I. Review of Fire-based EMS Pilot Program and Potential Decision to Continue to Provide Basic Life Support with Fire Department Staff – Chief Stephen Kavanagh (15 minutes) JC
 - J. Other matters, as may not have been reasonably anticipated by the Chair (Discussion Only) CH
- 8:35 P.M. **OLD BUSINESS**
- K. FY20 Budget Update (15 minutes) CH
 - L. Review of Warrant Articles and Discussion on Prioritization (25 minutes) CH
 - General Bylaw Amendment regarding Historic District Commission
 - General Bylaw Amendment regarding Non-Criminal Disposition
 - Review of Zoning Bylaw Amendments as Recommended by the Planning Board
 - Creation of 1 Associate Planning Board position
 - Reduction in number of Conservation Commission members from 7 to 5
- 9:15 P.M. **ANTICIPATED ADJOURNMENT**

John Clemenzi

Dianne Bucco is here to reveal the much anticipated winner of Wenham's Cutest Dog contest and provide an update on our April 11th Annual Town Election.



TOWN OF WENHAM
WWW.WENHAMMA.GOV
138 MAIN STREET, WENHAM, MA 01984
TOWN CLERK'S OFFICE

Clerk report to the BOS for the 2.12.19 meeting

Dog Update

As of January 31, we had 490 dogs registered! We normally register 600 dogs in a year. We had 40 dogs entered into the contest to win a gift basket donated by Lisa Kane, owner of Wag's Doggie Daycare. There were _____ ballots cast and the top dog is _____ Thank you to all who entered and to those who registered their dogs in a timely fashion. Registering dogs is a mass general law and I do hope that all owners do either register online or in the office. The 2019 Wenham Dog calendar (March 2019-Feb 2020) will be available soon.

Town Election

Thursday April 11 from 7am-8pm.

We will have absentee ballots so if you will need one, please contact my office asap.

Nominations papers are available for the following seats in our Town government:

Assessors, Board of	1 seat	3 year term
Health, Board of	1 seat	3 year term
Library Trustees, Board of	1 seat	3 year term
Moderator	1 seat	3 year term
Planning Board	1 seat	5 year term
Regional School Committee	3 seats	3 year term
Selectmen, Board of	1 seat	3 year term
Water Commissioner	2 seats	3 year term & 1 year term
Wenham Housing Authority	1 seat	5 year term

Papers have been taken out for all seats except for Planning Board and School Committee

If you are anyone you know is interested in getting more involved these positions need you. Contact me for more information.

Election officers will be contacted shortly for training as well as scheduling for both the Town election and Town Meeting.

Dianne K. Bucco

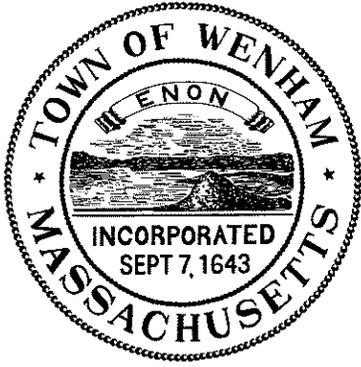
978-468-5520x1
www.facebook.com/WenhamTownClerk

dbucco@wenhamma.gov

BOARD OF SELECTMEN MEETING
February 12, 2019

REPORTS

- TOWN ADMINISTRATOR – Update
- CHAIRMAN
- SELECTMEN



Town of Wenham

Selectmen / Town Administrator

TEL 978-468-5520

FAX 978-468-8014

MEMORANDUM

TO: Board of Selectmen
FROM: Peter Lombardi, Town Administrator
RE: Town Administrator's Report
DATE: February 12, 2019

Personnel

After almost 30 years working as an officer for the Wenham Police Department, Sergeant Jon Gray will be retiring effective March 15, 2019. We thank him for his many years of service to the organization and community. To fill this vacancy, Chief Perkins has posted the position and is seeking an officer with at least 5 years of full-time experience to complement the 2 new reserves who were recently hired as full-time officers and plan to attend the Academy this spring. The posting expires on Friday February 22.

The Library Director Screening Committee will be meeting next week to review the candidate pool (today is the submission deadline) and invite a handful of applicants in for preliminary interviews in the next few weeks.

BOARD OF SELECTMEN MEETING

February 12, 2019

**CONSENT AGENDA
DRAFT MOTION**

I move to approve all items in the Consent Agenda as presented, including with the Executive Session meeting minutes from November 27 to be held until further notice.

BOARD OF SELECTMEN MEETING

February 12, 2019

CONSENT AGENDA

A.

Meeting Minutes

- Open Session:
December 4, 2018

- Executive Session:
November 27, 2018 (3)

TOWN OF WENHAM
Board of Selectmen
Meeting of December 4, 2018
Town Hall, 138 Main Street

Pursuant to the Open Meeting Law, M.G.L. Chapter 30A, §§ 18-25, written notice posted by the Town Clerk delivered to all Board members, a meeting of the Board of Selectmen (BOS) was held on Tuesday December 4, 2018 at 5 pm in the Selectmen Chambers.

The Town of Wenham has a three-member Board of Selectmen elected for three-year terms with one seat up for election each year. Jack Wilhelm (2019) Catherine Harrison (2020); John Clemenzi (2021)

The Board of Selectmen serve as the chief executive body of the Town. The board's duties include in part appointing the Town Administrator and other board/committee members, developing goals and policies, preparing the town report, the annual budget, and presenting the warrant for Town Meeting.

The Board typically meets the first and third Tuesday of each month at 6:30 pm in Town Hall. The BOS meetings are posted on the Town calendar. All meetings are open to the public and may be viewed on local cable channels, HWCAM.org or [You Tube HWCAM](https://www.youtube.com/watch?v=HWCAM).

Welcome & Call to Order

With a quorum present, Ms. Harrison called the BOS meeting to order at 5 pm

Selectmen present: Catherine Harrison, Chair; John Clemenzi, Vice Chair; Jack Wilhelm, Clerk

Also present: Peter Lombardi, Town Administrator; Catherine Tinsley, Recording Secretary

Public Information

- Meeting packet 12.4.18
- Open Session was recorded with permission by HWCAM

Executive Session - Wenham Call Firefighters Association

Vote: I move the BOS enter into executive session under M.G.L. Ch. 30A, § 21 (3) To discuss strategy with respect to collective bargaining or litigation if the chair declares than an open meeting may have a detrimental effect on the bargaining or litigation position of the Town, with the Wenham Call Firefighters Association and to return to open session.

The BOS returned to open session and after a brief recess, reconvened at 5:32 pm.

Public input - None

Announcements

- Curbside Leaf Pick-up Update - continuation of the first round of leaf pickup – east Wenham; Town website for updates
- 375th Anniversary Historic Mock Town Meeting, First Church in Wenham – December 5, 6:30pm
- Toys for Tots sponsored by Wenham Fire & Police – December 8, 9:00am – 2:00pm
- Board of Health Public Hearing Re Proposed Change in Local Tobacco Regulations – December 13 at 7:00pm
- Wreaths Across America Ceremony – December 15, 12:00pm

Reports

Town Administrator

Grant Awards - The Town was notified yesterday that we were awarded \$7,500 in grant funding from MIIA through their Risk Management grant program. This funding will help us to purchase protective gear for DPW employees, back-up cameras and sensors for DPW vehicles, and an infrared camera for better management of our facilities, and to conduct trench safety training for DPW employees to comply with the new OSHA standards.

Last month, the Executive Office of Public Safety and Security announced that the Wenham Police Department was awarded over \$15,000 in federal Byrne Justice Assistance grant funding for safety equipment and technology.

Proposed Main Street Traffic Improvements - The Town held a well-attended public meeting last Thursday to provide residents with an overview of this proposed project and to get feedback from residents about the conceptual design. MassDOT and Town officials are looking to make improvements to the Route 1A downtown corridor at Cherry Street, Old Country Road, Monument Street, Arbor Street, and Friend Court, including a redesign of the existing roadway by installing more/better signage, designated turning lanes at key locations, and traffic signals at up to two (2) of these intersections. This project will also include improvements to the existing sidewalks, the installation of new sidewalks, and the redesign/relocation of existing pedestrian crosswalks.

Although state transportation planning officials have produced a technical report looking at various potential configurations, the Town is in the very early stages of design work and will now look to engage our engineering team in the coming months so we can begin on 25% design. Residents are encouraged to send their feedback to me by next Monday, December 10 by sending hard copy correspondence to Town Hall or emailing me at plombardi@wenhamma.gov. The Town also plans to provide additional opportunities for residents to continue to give their input as we move through each phase of the design process. Significant background materials are provided on the Town's website at www.wenhamma.gov/mainstreettraffic. This page will be updated on a regular basis going forward when the Town has new information available to share out.

Consent Agenda

Ms. Harrison moved that the October 23, 2018 Executive Session (3) minutes be removed from the consent agenda and it was unanimous to do so. Mr. Clemenzzi moved to approve the consent agenda minutes, including the release of the Executive Session minutes of October 23, 2018 (1) and October 23, 2018 (2) and it was unanimous to do so.

Minutes

Open Session: October 23, 2018

Executive Session: October 23, 2018 (1), October 23, 2018 (2), October 23, 2018 (3)

New Business

Used Car Dealer - License Renewals

The Police department performed inspections of each dealer/applicant.

Captain DiNapoli was present and spoke on the process. All three dealers had a courtesy notification that spot inspections would be done. All three had some (minor) deficiencies.

The report was sent through Department of Transportation and a hearing was scheduled for those deficiency followed by another inspection.

At a minimum, each dealer/applicant was provided the required documentation:

- Checklist for Annual Renewal
- Application for a License to Buy, Sell, Exchange or Assemble Second Hand Motor Vehicles or Parts Thereof
- Criminal Offender Record Information (CORI) Acknowledgement Form
- Proof of Property Tax Payments
- Copy of 2018 License
- Proof of Automobile Liability Insurance & \$25,000 Bond

Burnett's Garage, Inc. – 60 Maple Street

Dave Burnett was present.

- Proof of Worker's Comp. Insurance
- Flammable Certificate Permit from the WFD
- Waste Oil Permit from the WFD
- Check for \$100
- Inspection Letter from Brian Leathe, Building Inspector, November 28, 2018
- Email from Jeff Baxter, Captain, WFD, November 30, 2018
- Memo from Kevin DiNapoli, Captain, WPD, November 30, 2018
- Memorandum of Agreement between the Registrar of Motor Vehicles and Burnett's Garage, Inc.
- Memo from Kevin DiNapoli, Captain, WPD, February 15, 2018
- Memo from Charles A. Louise #3018, Trooper, MASS State Police, February 14, 2018

The license was reduced from 3 dealer plates to 2 dealer plates.

Vote: Ms. Harrison moved having met all State and Local Licensing requirements and paid all fees, the Board of Selectmen renew the Class II Used Car Dealer License held by Burnett's Garage located at 60 Maple Street through December 31, 2019. The motion carried unanimously

Fallon's Auto Service – 233 Main Street

John Fallon was present

- Proof of Worker's Comp. Insurance
- Flammable Certificate Permit from the WFD
- Waste Oil Permit from the WFD
- Check for \$100
- Inspection Letter from Brian Leathe, Building Inspector, November 28, 2018
- Email from Jeff Baxter, Captain, WFD, November 30, 2018
- Memo from Kevin DiNapoli, Captain, WPD, November 30, 2018
- Memorandum of Agreement between the Registrar of Motor Vehicles and Fallon Auto Service, Inc.
- Memo from Kevin DiNapoli, Captain, WPD, February 15, 2018
- Memo from Charles A. Luise #3018, Trooper, MASS State Police, February 14, 2018

DRAFT-JW

Mr. Fallon expressed his displeasure with the new process approved by Town Meeting. He spoke about the inconvenience of traveling to Quincey for a hearing regarding what he alleged were trivial things, against being fingerprinted, and against a background check. He opined it was a double standard as those holding town offices are not required to go through the same process.

Vote: Ms. Harrison moved that having met all State and Local Licensing requirements and paid all fees, I move the Board of Selectmen renew the Class II Used Car Dealer License held by Fallons Auto Service Inc., 233 Main Street, through December 31, 2019

Freeman's Garage – 34 Arbor Street

- Inspection Letter from Brian Leathe, Building Inspector
- Inspection Letter from Brian Leathe, Building Inspector, November 28, 2018
- Memo from Kevin DiNapoli, Captain, WPD, November 30, 2018
- Letter from Peter Lombardi, Town Administrator, August 28, 2018
- Memo from Kevin DiNapoli, Captain, WPD, July 31, 2018
- Memorandum of Agreement between the Registrar of Motor Vehicles and Edward Freeman - Freeman Garage
- Memo from Kevin DiNapoli, Captain, WPD, July 3, 2018
- Bus Bill of Sale, December 9, 2017
- Letter from Edward Freeman, Jr., July 1, 2018
- Proof of Certified Mail, July 2, 2017
- Memo from Kevin DiNapoli, Captain, WPD, June 12, 2018
- Memo from Charles A. Luise #3018, Trooper, MASS State Police, June 13, 2018
- Memo from Kevin DiNapoli, Captain, WPD, May 23, 2018
- Email from Peter Lombardi, Town Administrator, May 10, 2018
- Letter from Charles Brett, Building Inspector & Zoning Enforcement Officer, April 10, 2018
- Memo from Kevin DiNapoli, Captain, WPD, February 15, 2018
- Memo from Charles A. Luise #3018, Trooper, MASS State Police, February 14, 2018

Edward Freeman was present and addressed some concerns. He stated there is now a designated office space outside of his home and he has the allowed number of vehicles on the property, confirming the bus was gone as of October 5.

Paul Mendonca, Arbor Street abutter, asked for clarification of where the office is and referenced there are two dwellings related to the business; one at 34 Arbor Street and one at 36 Arbor Street. Mr. Mendonca alleged the census was conflicting and there appears to be other people living on the property. He was told the office is in the garage.

Mr. Mendonca alleged there has been an unregistered RV on the property for 15 months within 5 feet of the property line and recalled the zoning bylaw setbacks and observed the license does not include the sale of campers and was told Mr. Freeman does not own the camper. Mr. Mendonca went on to question why there are three ramp trucks on the property as the license does not allow the repair of cars and was told the ramp trucks belong to a dealership.

Mr. Mendonca was appreciative of the work done but claimed issues remained.

Captain DiNapoli agreed to meet with Mr. Mendonca to catalog the complaints and to include the Building Inspector.

Vote: Ms. Harrison, Vote: Having met all State and Local Licensing requirements and paid all fees, I move the Board of Selectmen renew the Class II Used Car Dealer License held by Freeman's Garage located at 34 & 36 Arbor Street through December 31, 2019 with the following restrictions:

- *Hours of Operation are 9 AM to 5 PM Monday through Saturday.*
- *Operable Class D and Class M vehicles only.*
- *Four (4) car garage and two (2) car shed*
- *Not more than 20 cars to be parked in the rear of the property*
- *Two (2) of the 20 cars will be permitted to be displayed in the front of the property*
- *As a sole proprietor, the Town will be notified of any new employees or contractors*
- *Property is to remain in compliance with all other relevant local and state bylaws.*

The motion carried unanimously.

Status Update on Regional Dispatch and Review of Proposed New Intermunicipal Agreement for the Joint Provision of Public Safety Communications, Dispatch and Operations Services

The Selectmen had a joint meeting and deferred the Regional Dispatch agenda item to the December 11.

Adjournment- *The Selectmen unanimously adjourned at 6:25 pm.*

Respectfully Submitted By
Catherine Tinsley
1.15.19

BOARD OF SELECTMEN MEETING

February 12, 2019

CONSENT AGENDA

B.

**Acceptance of \$1,000 Donation to the Veterans
Committee for Wreaths Across America**

- Gift & Donation Form
- Letter regarding \$1,000 Donation to Veterans Committee from Mike Therrien, Treasurer, Air Force Association, Paul Revere Chapter, December 14, 2018



**TOWN OF WENHAM
GIFT/DONATION ACCEPTANCE FORM**

TO: Town Administrator

CC: Town Accountant

FROM: Veterans Committee
Name of Officer, Department, Board or Committee

The above officer, department, board or committee has requested acceptance of the following gift pursuant to Massachusetts General Laws, Chapter 44, Section 53A and further requests that the Board of Selectmen authorize the expenditure of funds for the stated purpose.

<u>Air Force Association, Paul Revere Chapter</u>	<u>\$1,000</u>
Name of Party Offering Gift	Amount of the Gift

Veterans Committee
Purpose for which Gift has been Offered

2019 Wreaths Across America fund and Veteran assistance as needed
Purpose for which Gift will be Expended

Letter Accompanying Gift Attached

APPROVAL OF RECEIPT AND EXPENDITURE OF GIFT BY THE BOARD OF SELECTMEN

At a meeting of the Board of Selectmen on _____, the Board of Selectmen voted to authorize the acceptance and any future expenditure of these gift/donation funds for the purpose described above.



AIR FORCE ASSOCIATION

PAUL REVERE CHAPTER



Officers

President
Bud Vazquez

Vice President
Dave Denofrio

Treasurer
Mike Therrien

Secretary
Capt Kim Kreke

VP Aerospace Education
Shelley Rosenbaum

VP Communications
Capt Kim Kreke

VP ROTC
Maj Todd Myers

VP Membership
TBD

VP Community Partners
Matt Mleziva

VP Veterans Affairs
Michael Therrien

VP Airman and Family Programs
TSgt Sean Germain

VP Government Relations
Joe Pridotkas

VP Awards & Presentations
Alan Shoemaker

Town of Wenham
ATTN: Veterans Committee
Wenham, MA 01984

14 December 2018

Dear Veterans Committee

On behalf of the Paul Revere Chapter of the Air Force Association (AFA), we would like to donate \$1,000.00 to the Wenham Veterans Committee to pay towards future Wreaths of America events, help Vets and families and to fund other areas you deem appropriate.

We would like to stay in contact with your Committee and would gladly support Committee events. Thank you for your efforts in helping/supporting our Veterans.

27-145-4200-0426

Respectfully yours,

Mike Therrien
Treasurer, Air Force Association
Paul Revere Chapter
paulrevereafatreasurer@gmail.com

	PAUL REVERE CHAPTER #178 AIR FORCE ASSOCIATION	1786 53-13/110 MA 592
Pay To The Order Of	Town of Wenham	Date Dec 2018
	one thousand and 00/100	\$ 1,000-00
		Dollars
Bank of America		
ACH R/T 011000138		
FOR	Veterans Committee	

2016 AFA Unit of the Year

BOARD OF SELECTMEN MEETING

February 12, 2019

NEW BUSINESS

C.

**Discussion of Potential Next Steps Regarding
Process to Fill the Town Administrator Position
on a Short- and Long-Term Basis**

(15 minutes)

- Memo from Catherine Harrison, Chair, Board of Selectmen

CH

To: Board of Selectmen
From: Catherine Harrison
Re: TA Transition
February 8, 2019

Now that Peter has accepted the position of Town Administrator in Brewster, we need to begin to discuss the process for his replacement.

To that end, I have identified several action items that will need to be addressed. The Board of Selectmen can define the process we think is best, but I suggest we begin as soon as possible.

1. Interim Town Administrator:

- Do we want to have a professional in that office that can start just before Peter leaves and will continue until we find a new TA?

If yes: we will need to identify the names of several candidates that meet our needs, interview them, and then appoint.

Person should start 1 week before Peter's departure.

Suggested timeline: interviews and offer by early March.

2. Permanent Town Administrator:

- Choose an Executive Recruitment Firm:

Identify and interview 3 firms.

Search committee?

Timeline: interviews for Executive Search firm and vote early March

- Search process may take up to 6 months—goal to choose new TA by September.

3. Guiding principles:

- Input I have received to date: process should be transparent, well documented, and inclusive.
- So far, most people have recommended hiring an interim TA

BOARD OF SELECTMEN MEETING

February 12, 2019

NEW BUSINESS

D.

**Potential Revision to Wenham Connects
Committee Charge**

(3 Minutes)

- Draft Motion
- Memo regarding Potential Revision to Wenham Connects Committee Charge from Peter Lombardi, Town Administrator, February 8, 2019
- Memo regarding Updated Charge for Wenham Connects Committee from Peter Lombardi, Town Administrator, January 2, 2019
- Memo regarding Proposed Charge for Wenham Connects Committee from Peter Lombardi, Town Administrator, December 13, 2018

BOARD OF SELECTMEN MEETING

February 12, 2019

DRAFT MOTION

Wenham Connects Committee Charge

- Vote: I move the Board of Selectmen adopt the proposed Wenham Connects Committee Charge.

Seconded / Discussion/ Vote



Town of Wenham

Town Hall
138 Main Street
Wenham, MA 01984

Selectmen / Town Administrator
TEL 978-468-5520 FAX 978-468-8014

MEMORANDUM

TO: Selectmen
FROM: Peter Lombardi, Town Administrator
CC: Jim Reynolds, Council on Aging Director
RE: Potential Revision to Wenham Connects Committee Charge
DATE: February 8, 2019

With appointments to this new committee on your February 12 agenda, I wanted to remind the Board that we have received letters of interest from 8 residents, plus Jim Reynolds and I. The charge currently has 7 members and could be increased up to 9 if you were so inclined. However, in doing so, you would then not be appointing at least 1 resident who has expressed an interest in participating. Whatever the Board ends up deciding, I would recommend that you maintain an odd number of members, consistent with the composition of all of our other committees.

For your reference, here is the committee's charge as approved at your January 8, 2019 meeting:

The Wenham Connects Committee shall be comprised of up to seven members, each serving an initial term through June 30, 2020. The Town Administrator and Council on Aging Director shall be ex officio, voting members. A review of the Committee's progress and a determination about the need for future re-appointments shall be made by the Board of Selectmen by June 2020. The Committee will focus on the following functions:

- *Serve as leadership team to advance the Wenham Connects age and dementia friendly initiative, meeting on a monthly basis to plan and coordinate the initiative*
- *Develop a comprehensive understanding of the current unmet needs of Wenham seniors by reviewing UMass Boston Gerontology Institute's Needs Assessment and analyzing Wenham's age friendly survey results, and any other relevant plans or documents*
- *Work to develop a multi-year Action Plan based on needs assessment and survey findings. Identify key priority areas for actionable steps within AARP's 8 Domains of Livability. Plan will include clearly established goals, timelines, and identification of partnering organizations responsible for implementation*
- *Conduct outreach to the community and engage in age friendly community building activities*
- *Collaborate with representatives from local cultural institutions (such as the Wenham Museum, Hamilton-Wenham Regional Library, Wenham Village Improvement Society, etc) and other*

Town boards and committees (Affordable Housing Trust, Open Space and Recreation Committee, Council on Aging, Friends of the Council on Aging, etc) by requesting their participation in quarterly task force meetings to coordinate interconnected efforts across the community

- *Partner with local businesses, community organizations, non-profits, and Town boards, committees, and departments as needed to move the age friendly initiative forward*
- *Become familiar with other area agencies serving older adult residents and coordinate activities, programs, and projects*
- *Provide bi-annual progress reports to Board of Selectmen*



Town of Wenham

Town Hall
138 Main Street
Wenham, MA 01984

Selectmen / Town Administrator
TEL 978-468-5520 FAX 978-468-8014

MEMORANDUM

TO: Selectmen
FROM: Peter Lombardi, Town Administrator
CC: Jim Reynolds, Council on Aging Director
RE: Updated Charge for Wenham Connects Committee
DATE: January 2, 2019

Following up on our conversation about this on December 18, I solicited letters of interest from the residents who had previously expressed an interest in serving on this new committee. To date, we have received responses from 4 of those individuals who affirmed their desire to serve on this committee and we expect another 1-2 in the next week or so. Based on these responses and the Board's initial feedback, I made several minor revisions to the committee's charge (changes are in **bold**):

*The Wenham Connects Committee shall be comprised of up to **seven** members, each serving an **initial term through June 30, 2020**. The Town Administrator and Council on Aging Director shall be **ex officio**, voting members. **A review of the Committee's progress and a determination about the need for future re-appointments shall be made by the Board of Selectmen by June 2020**. The Committee will focus on the following functions:*

- *Serve as leadership team to advance the Wenham Connects age and dementia friendly initiative, meeting on a monthly basis to plan and coordinate the initiative*
- *Develop a comprehensive understanding of the current unmet needs of Wenham seniors by reviewing UMass Boston Gerontology Institute's Needs Assessment and analyzing Wenham's age friendly survey results, and any other relevant plans or documents*
- *Work to develop a multi-year Action Plan based on needs assessment and survey findings. Identify key priority areas for actionable steps within AARP's 8 Domains of Livability. Plan will include clearly established goals, timelines, and identification of partnering organizations responsible for implementation*
- *Conduct outreach to the community and engage in age friendly community building activities*
- *Collaborate with representatives from local cultural institutions (such as the Wenham Museum, Hamilton-Wenham Regional Library, Wenham Village Improvement Society, etc) and other Town boards and committees (Affordable Housing Trust, Open Space and Recreation Committee, Council on Aging, Friends of the Council on Aging, etc) by requesting their participation in quarterly task force meetings to coordinate interconnected efforts across the community*

- *Partner with local businesses, community organizations, non-profits, and Town boards, committees, and departments as needed to move the age friendly initiative forward*
- *Become familiar with other area agencies serving older adult residents and coordinate activities, programs, and projects*
- *Provide bi-annual progress reports to Board of Selectmen*



Town of Wenham

Town Hall
138 Main Street
Wenham, MA 01984

Selectmen / Town Administrator
TEL 978-468-5520 FAX 978-468-8014

MEMORANDUM

TO: Selectmen
FROM: Peter Lombardi, Town Administrator
CC: Jim Reynolds, Council on Aging Director
RE: Proposed Charge for Wenham Connects Committee
DATE: December 13, 2018

In order to build on the findings of the UMass Boston Gerontology Institute's Needs Assessment, follow-up on the results of our recent Age Friendly Community survey, and continue to advance the Wenham Connects initiative, I recommend the Board establish a new Wenham Connects Committee and suggest the following charge be adopted:

The Wenham Connects Committee shall be comprised of up to nine members, each serving a one year term, and subject to annual reappointment by the Board of Selectmen. The Town Administrator and Council on Aging Director shall be ex officio, voting members. The Committee will focus on the following functions:

- *Serve as leadership team to advance the Wenham Connects age and dementia friendly initiative, meeting on a monthly basis to plan and coordinate the initiative*
- *Develop a comprehensive understanding of the current unmet needs of Wenham seniors by reviewing UMass Boston Gerontology Institute's Needs Assessment and analyzing Wenham's age friendly survey results, and any other relevant plans or documents*
- *Work to develop a multi-year Action Plan based on needs assessment and survey findings. Identify key priority areas for actionable steps within AARP's 8 Domains of Livability. Plan will include clearly established goals, timelines, and identification of partnering organizations responsible for implementation*
- *Conduct outreach to the community and engage in age friendly community building activities*
- *Collaborate with representatives from local cultural institutions (such as the Wenham Museum, Hamilton-Wenham Regional Library, Wenham Village Improvement Society, etc) and other Town boards and committees (Affordable Housing Trust, Open Space and Recreation Committee, Council on Aging, Friends of the Council on Aging, etc) by requesting their participation in quarterly task force meetings to coordinate interconnected efforts across the community*
- *Partner with local businesses, community organizations, non-profits, and Town boards, committees, and departments as needed to move the age friendly initiative forward*
- *Become familiar with other area agencies serving older adult residents and coordinate activities, programs, and projects*
- *Provide bi-annual progress reports to Board of Selectmen*

For your reference, I have attached a copy of the current Council on Aging bylaws. It is important to note that while there are some similarities in the overall mission of the original COA Board and the proposed Wenham Connects Committee, the latter is meant to be more specifically focused on moving this initiative forward and working across the organization and community to do so.

There are more than 10 residents who have been involved in the initial Wenham Connects outreach efforts to date and have expressed an interest in potentially serving on this new committee. If and when the charge is approved, I would recommend that we first reach out to these individuals to gauge their continued interest in wanting to serve on this committee. Depending on what kind of feedback we receive from those residents, the Board could then decide whether or not they want to solicit letters of interest more broadly before making any decisions on who they want to appoint.

To support this new committee's work, Peggy Cahill will continue serving as a consultant until at least this coming May, using Community Compact grant funding to analyze the survey results and begin working on an Action Plan. We hope to keep her involved in some capacity beyond that time and have requested approximately \$5,500 in the FY20 budget to keep her under contract for 4 hours/week for the next fiscal year. In addition, we are actively seeking supplemental grant funding to increase her capacity to assist the Wenham Connect Committee and advance the Age- and Dementia-Friendly Initiative next year and beyond.

BOARD OF SELECTMEN MEETING

February 12, 2019

NEW BUSINESS

E.

Appointments

(7 Minutes)

- Wenham Connects Committee
 - Draft Motion
 - Letters of Interest from: Marianne T. Cannon, Albert W. Dodge, Marcia Ford, LuBeth W. Kuemmerle, Martha B. Lowery, Ann M. O'Shea, Patricia A. Tremblay, Francois E. Wilhelm

- Zoning Board of Appeals: Dana M. Begin or Evan N. Campbell
 - Resignation Letter from Christopher Vance
 - Recommendation from Zoning Board of Appeals - Placeholder

BOARD OF SELECTMEN MEETING

February 12, 2019

DRAFT MOTION

Wenham Connects Committee Appointments

➤ Vote: I move to appoint the following #___ members to the Wenham Connects Committee for a term beginning February 12, 2019 and ending June 30, 2020.

1. Marianne T. Cannon,
 2. Albert W. Dodge,
 3. Marcia Ford,
 4. LuBeth W. Kuemmerle,
 5. Martha B. Lowery,
 6. Ann M. O'Shea,
 7. Patricia A. Tremblay,
 8. Francois E. Wilhelm,
 9. James R. Reynolds
- OR
10. Peter Lombardi

Seconded / Discussion/ Vote

Peter Lombardi, Town Administrator

December 28, 2018

138 Main Street

Wenham, Ma. 01984

Dear Mr. Lombardi:

I appreciate the opportunity to respond to the Wenham Connects Age Friendly Task Force and your request for a letter of interest endorsing my participation in this endeavor. I am willing to be considered for the Committee. I have been a resident of the Town of Wenham since 1981, first residing on Walnut Road and, now, at 13 Foster Street.

Though I have attained the status of senior citizen, I am semi-retired and remain active running my business in the Cummings Center in Beverly. I also enjoy my membership on the Board of Directors of the Friends of the Council on Aging. It has been a pleasure to work with both Jim Reynolds and Margaret Cahill.

I have garnered considerable experience in my professional and personal life speaking and facilitating in large groups, small workshops and individual consultations. It would be an honor to apply this expertise, if appropriate, on behalf of Wenham Connects. I am also interested to learn more about Neighbor Brigade which has chapters in various towns in the Commonwealth.

Please let me know if you need more information in the selection process.

Best regards,

A handwritten signature in cursive script that reads "Marianne T. Cannon". The signature is written in black ink and is positioned below the text "Best regards,".

Marianne T. Cannon

Cc: M.Cahill

Peter Lombardi

From: Albert Dodge <wdodge@comcast.net>
Sent: Monday, December 31, 2018 10:34 AM
To: Peter Lombardi
Subject: Wenham Connects Committee

Peter

I am interested in serving on the Wenham Connects committee.

As a long time resident of the Town I am familiar with many of the issues identified in the University of Mass study and the various focus groups. As a former Selectman and Finance committee member I became personally involved with many of the concerns of Wenham citizens both seniors and future seniors.

Many of the "Eight Domains of Livability" cited in the UMass study are currently a responsibility of standing Town committees or Town Departments. An interesting aspect of the Wenham Connects group will be to liaison with other Town officials as part of the work of developing and prioritizing age-friendly initiatives. It should be noted that the overall efforts of the Committee and other town officials should benefit not only seniors but enhance the quality of life of all Wenham citizens.

I look forward to the task ahead.

Thank you

Win Dodge

To: Peter Lombardi, Town Administrator

From: Marcia Ford

Re: Letter of interest: Wenham Connects Committee

Date: January 7, 2019

Dear Mr. Lombardi:

I wish to be considered for the Wenham Connects committee. I am a Licensed Mental Health Counselor and an active volunteer at the Wenham Council on Aging. In addition, I teach English as a Second Language at the Hamilton Wenham Library. All of these roles have allowed me to have an in-depth understanding of people's needs and desires and specifically what the elderly need and desire.

Currently I reside in Hamilton with my 90-year-old mother. As her primary caregiver, I have a deep appreciation for the exciting services available and a dream of what services could be provided to enhance her quality of life.

Thank you for your time and consideration.

Sincerely,



Marcia Ford, LMHC

Office:

152R Main Street
Wenham, MA 01984



Peter Lombardi

From: LuBeth Kuemmerle <lbwk@comcast.net>
Sent: Saturday, December 22, 2018 1:41 PM
To: Peter Lombardi
Subject: Re: Requesting Letters of Interest for new Wenham Connects Committee

Dear Mr. Lombardi,

My name is LuBeth Kuemmerle of 123 Main Street. I have lived in Wenham for the past 44 years.

I am interested in serving on the new Wenham Connects Committee.

My area of interest is in exploring ways to foster a resident driven sense of community within Wenham.

In Wenham amazing people live side by side. Everyone has had and incredible journey.

As is comfortable for us, I would like to work toward knowing each other better. Care and support comes from knowing.

Loneliness and isolation cause major health issues in our senior population. I am grateful for the Board of Selectman's support of Wenham Connects.

Thank you,

LuBeth Kuemmerle

On Dec 20, 2018, at 3:52 PM, Peter Lombardi <PLombardi@wenhamma.gov> wrote:

Good afternoon,

Thank you for your participation in the Wenham Connects initiative to date and for your initial interest in continuing to be involved in this important program. As I believe you may already know, the Board of Selectmen discussed our recommendation to create a new town committee and reviewed the attached draft charge at their meeting earlier this week.

Following up on those discussions, we are requesting formal letters of interest from each of you to confirm that this is something you are still committed to working on going forward. I have attached a sample letter to give you a sense of what the Board is generally looking for in terms of a letter, but please include whatever information you feel is most relevant to you (email is fine too). This is the standard process that the Selectmen have in place for all appointed committee positions in Town.

In order to try to keep up our momentum and have committee members formally appointed next month, I would ask that you send your letter to us by Thursday January 3rd if possible. I recognize that it is the holiday season and that some of you may have family/travel plans, so this is not a hard deadline by any means.

Thanks again for all that you have done so far on this front and hope to hear back from you soon about continuing this good work together.

Mardi Lowery
112 Cedar Street
Wenham, MA 01984



Dear Mr. Lombardi and the Board of Selectmen,

I would like to be considered for the Wenham Connects initiative.

I am a forty plus year resident of Wenham, now enjoying retirement. I worked in education at the elementary and middle school levels for more than forty years, most of them in the area of mathematics. Locally, I have served on the boards of both the Wenham Museum and the Hamilton-Wenham Garden Club.

Jim Reynolds of the Wenham Council of Aging, Kristin Noone, Director of the Wenham Museum, and Peggy Cahill (the Age Friendly Consultant) encouraged me to participate on this committee.

Now a senior myself, I feel quite strongly about becoming more active in the ongoing work of the Town and the Council on Aging on making Wenham age-friendly. So much has been accomplished in a few short years, and I would be quite pleased to be a part of their efforts.

Thank you for your consideration.

Mardi

January 4, 2019

Peter Lombardi

From: Ann <annoshea@verizon.net>
Sent: Wednesday, January 09, 2019 1:34 PM
To: Peter Lombardi
Subject: Re: Requesting Letters of Interest for new Wenham Connects Committee

Dear Peter:

I am very interested in continuing to serve on the Wenham Connects Committee.

As a very active eighty two year senior who has enjoyed living in Wenham for forty seven years, I feel I would be able to contribute to the Committee.

I look forward to attending the next meeting on Monday, January 14th at the Wenham Museum.

Ann M. O'Shea
29 Porter Street
Wenham.MA

Sent from my iPad

On Dec 20, 2018, at 3:52 PM, Peter Lombardi <PLombardi@wenhamma.gov> wrote:

Good afternoon,

Thank you for your participation in the Wenham Connects initiative to date and for your initial interest in continuing to be involved in this important program. As I believe you may already know, the Board of Selectmen discussed our recommendation to create a new town committee and reviewed the attached draft charge at their meeting earlier this week.

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In order to try to keep up our momentum and have committee members formally appointed next month, I would ask that you send your letter to us by Thursday January 3rd if possible. I recognize that it is the holiday season and that some of you may have family/travel plans, so this is not a hard deadline by any means.

Thanks again for all that you have done so far on this front and hope to hear back from you soon about continuing this good work together.

Best,
Peter

Peter Lombardi

From: Patricia Tremblay <trisha.t@comcast.net>
Sent: Sunday, January 13, 2019 8:14 AM
To: Peter Lombardi; Peggy Cahill
Subject: Wenham Connects

Good morning Peter:

I am very interested to be on the committee for Wenham Connects. I have been a resident of Wenham going on 5 years. I reside at the Maples. Having had relatives with dementia , I would like to be part of this committee and be active in projects for dementia friendly action plans.

I look forward to Monday's meeting.

Thank you

Trisha Tremblay

Nicole Roebuck

From: wilhelmfrancois@gmail.com
Sent: Monday, January 14, 2019 6:59 PM
To: Peter Lombardi; marcia@compassrosecounseling.com; lbwk@comcast.net; 'Albert W. Dodge'; ctcannon@verizon.net; tricia.t@comcast.net; susan_doughty@yahoo.com; ssexarrow@aol.com; annoshea@verizon.net; mblwery@comcast.net
Cc: Peggy Cahill; Jim Reynolds; Nicole Roebuck; wilhelmfrancois@gmail.com
Subject: RE: Requesting Letters of Interest for new Wenham Connects Committee

Hi, Peter and Nikki,

I am willing to be considered as a member for the Wenham Connects Committee.

My wife and I have joined Wenham this summer and we love it here.

I currently volunteer as Board Member of the Wenham COA and volunteer also for the Meals and Wheels program in Wenham. So I already work with Director Jim Reynolds.

I will be a 65 years old senior this year and look forward getting involved to facilitate contacts in the Community. I am also consulting part time in Oncology/Hematology for Biotech companies. Thanks you for your consideration of my membership.

Best regards,

Francois

Francois E Wilhelm, MD, PhD, MSc
6 Charles Davis Drive
Wenham, MA 01984
[REDACTED]

From: Peter Lombardi <PLombardi@wenhamma.gov>
Sent: Thursday, December 20, 2018 3:52 PM
To: 'marcia@compassrosecounseling.com' <marcia@compassrosecounseling.com>; 'lbwk@comcast.net' <lbwk@comcast.net>; Albert W. Dodge (wdodge@comcast.net) <wdodge@comcast.net>; 'ctcannon@verizon.net' <ctcannon@verizon.net>; 'tricia.t@comcast.net' <tricia.t@comcast.net>; 'susan_doughty@yahoo.com' <susan_doughty@yahoo.com>; 'wilhelmfrancois@gmail.com' <wilhelmfrancois@gmail.com>; 'ssexarrow@aol.com' <ssexarrow@aol.com>; 'annoshea@verizon.net' <annoshea@verizon.net>; 'mblwery@comcast.net' <mblwery@comcast.net>
Cc: Peggy Cahill <PCahill@wenhamma.gov>; Jim Reynolds <JReynolds@wenhamma.gov>; Nicole Roebuck <NRoebuck@wenhamma.gov>
Subject: Requesting Letters of Interest for new Wenham Connects Committee

Good afternoon,

Thank you for your participation in the Wenham Connects initiative to date and for your initial interest in continuing to be involved in this important program. As I believe you may already know, the Board of Selectmen discussed our recommendation to create a new town committee and reviewed the attached draft charge at their meeting earlier this week.

BOARD OF SELECTMEN MEETING

February 12, 2019

DRAFT MOTION

Zoning Board of Appeals Appointment

- Vote: I move to appoint _____ as a full member Zoning Board of Appeals for a term beginning February 12, 2019 and ending June 30, 2019.

Seconded / Discussion/ Vote

January 24th, 2019

Board of Selectman – Town of Wenham
138 Main Street
Wenham, MA 01984

Re: Zoning Board Resignation Letter

Dear Board of Selectman,

I regretfully inform you that I am resigning from my position on the Zoning Board of Appeals. As of February 15th, I will no longer be a residence of Wenham. My family and I have purchased a home in Hamilton. We will still be members of our great community.

Thank you for the opportunity to serve the Town of Wenham for the last four years. I enjoyed working alongside my fellow board members and Town Administration. My last day of service will be January 31st, 2019.

Sincerely,

A handwritten signature in cursive script that reads "Christopher Vance". The signature is written in black ink and is positioned above the printed name and address.

Christopher Vance
1 Cherry Street
Wenham, MA 01984

BOARD OF SELECTMEN MEETING

February 12, 2019

NEW BUSINESS

F.

**Maple Woods Senior Affordable Housing Project
Update**

(15 Minutes)

- 2019 CPA Project Funding Application for Maple Woods from Harborlight Community Partners, Inc., January 23, 2019
- Memo regarding Maple Woods Project Funding Request from Adam J. Costa, Esq., Mead, Talerman & Costa, LLC, January 29, 2019
- Memorandum of Agreement with The Shannon Company for 62 Maple Street Appraisal, Signed January 31, 2019
- Maple Woods Housing LLC Schematic Design by Siemasko & Vertbridge
- CPA Fund Balances FY 2020 Planning Document, February 6, 2019

Town of Wenham
Community Preservation Committee

TOWN OF WENHAM

JAN 23 2019

3:10pm

RECEIVED

JPB

2019 CPA Project Funding Application

January 23, 2019



2

Proposed Rendering
Maple Woods
March 11, 2015



Maple Woods

Submitted by:
Harborlight Community Partners, Inc.



Harborlight
Community
Partners

Providing Homes & Community Support

APPLICATION FOR COMMUNITY PRESERVATION ACT FUNDING

Community Preservation Committee

Wenham Town Hall
Wenham, Massachusetts 01984

Name of Applicant/Contact Person: Andrew DeFranza

Sponsoring Organization, if applicable: Harborlight Community Partners

Mailing address: PO Box 507, Beverly, MA 01915

Daytime phone: 978-473-7158 Email: adefranza@harborlightcp.org

Name of Proposal: Maple Woods Senior Affordable Housing

CPA Category: Please see chart 1 from the website for correct category descriptions

(Circle all that apply): Open Space - Historic Preservation - Recreation - Community Housing

CPA Funding Requested: \$750,000 Total Cost of Proposed Project: \$17,902,000

PROJECT DESCRIPTION: In describing the project, please include answers to the following questions. Applications will be returned as incomplete if all relevant requested information is not provided. Include supporting materials and exhibits as necessary.

1. **Goals:** What are the goals of the proposed project? Who will benefit and why? How will success be measured?

This project has three major goals. The first goal is to create safe, decent, affordable housing for fixed-income seniors in the community. The second goal is to develop housing that is contextual to the Town of Wenham and is celebrated and welcomed as a community success upon completion. The third goal is to enable the Town of Wenham to meet their 10% chapter 40B goals.

The beneficiaries will primarily be the elderly residents who reside in the building for years to come, as well as their families who will have the confidence of their loved one being in a safe, affordable and supportive setting. Secondarily, the Town of Wenham will benefit by being over their 40B limit, allowing them to plan for and manage future development.

Success will be measured in three ways:

- 1) ~~The completion and occupancy of the building,~~
- 2) The reception of the Town officials, property neighbors and broader community,
- 3) The performance of the property over time including financial sustainability, facility standards (energy, mechanicals, etc), and resident satisfaction.

2. **Community Need:** Why is this project needed? Does it address needs identified in existing Town plans?

The project is needed for two main reasons. First, there is a large number of fixed-income seniors needing housing in our community. Consistent market analysis shows a strong need for affordable senior housing in Essex County. The senior population is expanding and the number of fixed-income seniors will expand along with it. Recent market studies commissioned by HCP for Boxford and Cape Ann have born this pattern out. Second, this project is needed to put the Town of Wenham over 10% affordable housing on the State Housing Inventory.

The Town's need for affordable housing is evidenced by the Town creation and operation of the Wenham Affordable Housing Trust, the Town commissioned Housing Needs Assessment of February 2017 and the Wenham Affordable Housing Trust Action Plan of June 2018. Maple Woods meets the needs identified in these plans. As cited in aforementioned Town documents, "the number of older adults age 65 or over almost doubled between 1980 and 2014, from 369 to 724 residents, representing a growth rate of 96.2%. The percentage of seniors in 2014, at 20.4%, is much higher than the county and state levels of 13.3% and 14.4%" respectively. Those over 65 are "estimated to increase substantially, from 13.3% of all residents in 2010 to 26.2% by 2030, representing a gain of 495 residents in this age category and a growth rate of 76%."

The reports also go on to state that "these projected population changes suggest the need for housing alternatives to accommodate the increasing population of seniors such as more handicapped accessibility, housing with supportive services, and units without substantial maintenance demands." The projected changes in population along with the fact that many of the Town's residents are entering retirement creates a "demand for a wider range of housing options beyond the existing detached single-family home."

Maple Woods will support the Town of Wenham's efforts to reach the required 10% affordable housing inventory. Town reports state that "the Town is striving to reach the state's minimum 10 percent affordable housing goal per MGL c.40B and is subject to comprehensive permit applications... The Trust intends to explore possibilities to negotiate the inclusion of additional affordable units in such development proposals, above the minimum requirements of the subsidizing agency or the town bylaws, as warranted and as opportunities arise."

3. **Community Support:** What is the nature and level of support and/or opposition for this project?

The project has received significant support including that of the Planning Board, Council on Aging, and the Metro Area Planning Council. The project also satisfied the concerns of the various Town boards and departments including PD, FD, Public Works, Water Department, Board of Health, Conservation Commission and Zoning Board of Appeals. The project also satisfied the concerns of the Ipswich River Watershed Association (See Exhibit 2 for project support letters). The project has received a 40B Comprehensive Permit in 2015 (Exhibit 1).

While the project was subject to a legal appeal in later 2015, a settlement agreement at a 45 unit size has been created. This requires the vote of the HCP Board of Directors and the agreement of all the Plaintiffs as well as other contingencies. The process to pursue the requirements of the settlement letter is being done currently and in good faith. The trial date has been delayed to September of 2019 in order to provide time to achieve satisfaction of the settlement agreement (see Exhibit 3).

4. **Budget:** What is the total budget for the project and how will CPA funds be spent? All items of expenditure must be clearly identified and back-up documentation provided. Distinguish between hard and soft costs. (NOTE: CPA funds may NOT be used for maintenance.) Include a two to five year budget, if appropriate.

Included in Exhibit 4 are both a Development budget and an Operating budget. The CPA funds would only be used for development purposes with a likely focus on acquisition and the landscape screening and water conservation measures that were committed to in the ZBA process (see Exhibit 10 for appraisal). The overall development budget is \$17,902,000 of which we are requesting \$750,000 or 4.2% in CPA funding.

5. **Funding:** What funding sources are available, committed or under consideration? Include commitment letters, and describe any other attempts to secure funding for this project.

HCP is considering a variety of sources including Wenham CPC, Wenham Housing Trust, local Wenham HOME funds, regional HOME funds, Federal Home Loan Bank funds, debt, a variety of sources from the State Department of Housing and Community Development and equity via the Low Income Housing Tax Credit. These sources are all noted in the budget attached in Exhibit 4.

6. **Timeline:** What is the schedule for project implementation, including a timeline for all critical elements? This should include the timeline for expenditures, receipt of other funds and/or other revenues, if any.

Please see Exhibit 5 for Project Schedule.

7. **Implementation:** Who will be responsible for implementing the project? Who will the project manager be? What relevant experience does the proposed project manager have? Who else will be involved in project implementation and what arrangements have been made with them?

Harborlight Community Partners will be responsible for implementing the project.

- Kristin Carlson, HCP Director of Real Estate Development as well as a North Shore resident, licensed architect and experienced Project Manager will oversee the development and construction of the project. Please see Kristin's attached resume in Exhibit 6.
- HCP will also be the long term property manager under the direction of experienced leaders Tim Donovan, COO and Yvonne Graham, Manager of Compliance and Property Management . Both resumes are attached in Exhibit 6.
- Siemasko and Verbridge will be the architectural firm. Please see the attached resume for Principal Thad Siemasko in Exhibit 6.
- Additionally, a variety of other local professionals will be involved:
 - Legal: Kurt James of KJP Partners (HCP Board Member and Marblehead resident)
 - Septic Design: Chuck Johnson, Hamilton
 - Civil Engineering: Meridian Associates, Beverly
 - Landscape Architecture: Matthew Ulrich, UBLA, Beverly
 - Survey and Wetland Study: John Dick of Hancock and Associates
 - Contractor: TBD Via Bid Process

Please see Exhibit 6 for additional information about HCP, and our experience in developing and managing affordable housing on the North Shore. A portfolio of currently managed property is attached along with relevant references.

- ~~8. **Maintenance:** If ongoing maintenance is required, who will be responsible and how will it be funded? Please include a detailed five year budget.~~

Please see the attached Operations budget with 20 year projection in Exhibit 4. Property Management and maintenance will be provided by Harborlight Community Partners. Management and maintenance is funded via resident rent and rental subsidy as noted in the budget.

ADDITIONAL INFORMATION: Provide the following additional information, if applicable.

9. **Further Documentation:** Documentation that you have control over the site, such as a Purchase and Sale Agreement, option or deed. It is important to note that entities who cannot demonstrate adequate site control (ie. "Friends of" groups) shall not be eligible to apply for funding.

Please see the attached option agreement and 7th amendment to the Option Agreement in Exhibit 7.

HCP has site control through September 30, 2028.

10. Feasibility Reports: Any feasibility reports, renderings or other relevant studies and material.

A rendering and site map of the original 3 story building at 35 feet (height limit for a single family house) is attached in Exhibit 8. Please note the building will be adjusted down from 60 units to 45 units and pushed 50 feet further to the rear of the site to comply with the settlement agreement. This will result in a somewhat different site plan and building rendering. As a part of the ZBA permitting process there are also extensive reports and data regarding traffic, water use, septic system, drainage, civil engineering and more. Many of these were included on the Wenham Town website and HCP's website:

<https://harborlightcp.org/news/current-projects/maple-woods-a-wenham-senior-housing-project/>

If any of those items are of interest we are happy to provide them in the format you wish.

11. Zoning Compliance: Evidence that the project does not violate any zoning by-laws or any other laws or regulations, including environmental, and/or plans to obtain necessary approvals.

Maple Woods has a unanimously approved ZBA comprehensive permit. It also has the required approvals from the Conservation Commission and Board of Health. The cover page of each of these documents is attached in Exhibit 9, and HCP is readily available to provide the full documents should you wish.

12. Other Information: Any additional information that might benefit the CPC in consideration of this project.

Thank you.

MATERIALS TO BE REVIEWED: (Required for all applicants)

1. Grant Agreement
2. Procurement Memo
3. Do the State's Procurement Laws Apply? (From Community Preservation Coalition)
4. MA Inspector General Procurement Guidelines
5. Restriction Agreements
 - a. Historic Preservation Restriction
 - b. Conservation Restriction
 - c. Affordability Restriction

I acknowledge that I have reviewed all pertinent materials related to the award of Community Preservation Act funding, including but not limited to the grant agreement, procurement materials, and restriction agreements (if applicable), as attached to this application and available on the Town's website, and that this proposed project, if funded, shall comply in all respects to the terms and conditions imposed by the Town as outlined in these documents and as shall be amended from time to time.

Applicant Name: Harborlight Community Partners

Date: January 23, 2019

Please submit 10 copies of your completed application and any related supplemental materials to the Town Administrator's Office at the Wenham Town Hall by Monday, January 7, 2019 at 4:00PM.

Questions can be directed to Jackie Bresnahan at 978-468-5520 ext. 4 or jbresnahan@wenhamma.gov

Attachments

- I. Comprehensive Permit
- II. Letters of Support
 - Town of Wenham Council on Aging
 - Metropolitan Area Planning Council (MAPC)
 - Ipswich River Watershed Association (IRWA)
- III. Settlement Agreement
- IV. Budgets
 - Sources and Uses of Funds
 - 21-Year Operating Proforma
- V. Schedule
- VI. Harborlight Community Partners Information
 - Affordable Housing & Management Portfolio Overview
 - i. Rockport High School Apartments
 - ii. Boston Street Crossing
 - iii. Harborlight House
 - Resumes
 - i. Andrew DeFranza, Executive Director, HCP
 - ii. Kristin Carlson, Director of Real Estate Development, HCP
 - iii. Timothy Donovan, Chief Operating Officer, HCP
 - iv. Yvonne Graham, Manager of Property Management and Compliance, HCP
 - v. Thaddeus Siemasko, AIA, Principal, SV Design
- VII. Option Documents
 - a. 7th Amendment to the Option Agreement
 - b. Option Agreement, 2014
- VIII. Proposed Rendering and Plans
- IX. Approval letters from Town of Wenham Board of Health and Wenham Conservation Commission
- X. Self-Contained Appraisal Report

EXHIBIT I

Comprehensive Permit

Attachments

- I. Comprehensive Permit
- II. Letters of Support
 - Town of Wenham Council on Aging
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 - a. 7th Amendment to the Option Agreement
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**ZONING BOARD OF APPEALS OF THE TOWN OF WENHAM
DECISION ON THE APPLICATION OF
MAPLE WOODS HOUSING, LLC
FOR A COMPREHENSIVE PERMIT
UNDER G.L. c. 40B, §§ 20-23**

I. BACKGROUND

1. On October 9, 2014, Maple Woods Housing, LLC ("Applicant") submitted a comprehensive permit application to construct sixty (60) age-restricted units of multi-family rental housing in a single building ("Project") on approximately 3.5 acres of land at 62 Maple Street in Wenham ("Site" or "Property"). The Project will be constructed in two phases.
2. The Zoning Board of Appeals ("Board") held a duly noticed public hearing on November 5, 2014 on the application, and continued the public hearing on December 10, 2014, January 14, 2015, January 28, 2015, March 11, 2015, April 15, 2015, May 26, 2015, and June 18, 2015. The Board closed the public hearing and voted to grant this Comprehensive Permit, with conditions, on May 26, 2015, subject to review and approval of the written decision on June 18, 2015.
3. The Site is located in the Residential Zoning District. The Site contains a portion of the buffer zone to wetland resource areas on adjacent land.
4. The Site has 58.6 feet of frontage on Maple Street. The Site is part of a large property to be divided as part of the development. The Site is currently held as forest land under G.L. c. 61, which gives the Town of Wenham ("Town") a Right of First Refusal prior to any sale to the Applicant. Nearby land uses are mainly residential. An auto repair and sales facility is located east of the Site. The Site will be served by public water and a private on-site wastewater disposal system.
5. To evaluate the plans, documents, and testimony submitted by the Applicant's development team, the Board sought technical assistance and comments from Town staff and other boards and commissions. The Board also retained outside consultants to review the Applicant's traffic and environmental reports and the site plan. In addition, the Board received comments from abutters and other interested parties.
6. The Board retained Laurence F. Keegan, Jr., P.E., of Weston & Sampson for peer review of the Applicant's traffic impact assessment, and Janet Bernardo, P.E., of the Horsley Witten Group ("HWG") for civil/site engineering, stormwater management, and wastewater disposal questions. The Board subsequently retained Narrow Gate Architecture Ltd. for design review services.

62 Maple Street
Comprehensive Permit

7. The Board received written comments in support of the Project from the Wenham Planning Board (March 5, 2015); Bill Tyack, Wenham Department of Public Works (March 6, 2015); James Reynolds, for the Wenham Council on Aging (undated letter); and Joshua Anderson, a member of the Wenham Affordable Housing Trust (March 10, 2015).
8. The Wenham Fire Department and Water Department indicated their approval of the Project, subject to conditions that have been incorporated in Section V of this Decision.
9. Throughout the public hearing process, certain abutters raised concerns about or spoke against the Project. The following summarizes the concerns that neighborhood residents presented to the Board, through testimony and written submissions, at the hearings:
 - (a) That the Site was located within the Zone II of a public drinking water supply. However, through email correspondence with the Massachusetts Department of Environmental Protection (DEP), the Board determined that the abutters had received incorrect information about the Zone II boundary in the vicinity of the Site.
 - (b) That the Project would exacerbate drainage problems that exist on Maple Street. In correspondence to the Board dated January 5, 2015, HWG made several comments about the Project's conformance with Massachusetts Stormwater Management Standards (MASWMS). The Applicant submitted a written response and additional information to the Board for further peer review (January 28, 2015). On February 18, 2015, HWG informed the Board that the Applicant's response satisfied the original review comments. HWG also recommended conditions for the Conservation Commission to include in an Order of Conditions. Furthermore, the Applicant agreed to install "permeable pavers" in the reserve parking area on the Site.
 - (c) That the septic design would not comply with Title V of the State Environmental Code. However, on April 22, 2015, the Wenham Board of Health approved the proposed septic system (based on revised plans dated April 21, 2015) as compliant with Title V, subject to conditions within the Board of Health's jurisdiction.
 - (d) That the Project does not provide for sufficient snow storage area. In response to the abutters' comments, the Applicant submitted a sketch plan of on-site and off-site snow storage locations on April 9, 2015.¹ In addition, HWG's site/civil review (dated January 22, 2015) did not identify snow storage as a deficiency in the site plan.

¹ Regnante, Sterio & Osborn, LLP, Letter to Board of Appeals, Exhibits 1, April 9, 2015.

62 Maple Street
Comprehensive Permit

- (e) That the Applicant did not provide sufficient parking for the proposed sixty (60) units of age-restricted rental housing. On December 30, 2014, the Board's peer review consultant, Weston and Sampson, Inc., concurred with the Applicant's plan to provide sixty-six parking spaces for the Project.
 - (f) That vehicular and pedestrian safety on Maple Street would be compromised by the increase in traffic generated by the Project. During its review, however, the Board's traffic consultant did not identify vehicular or pedestrian safety concerns with the Project.
 - (g) That the Board should deny the Project as inconsistent with "municipal planning" efforts. Some abutters said the Site is inconsistent with local planning, but the Board did not receive evidence of inconsistencies with municipal plans as such plans are described in various decisions of the Housing Appeals Committee (HAC). For example, the abutters cited a regional plan prepared by the Metropolitan Area Planning Council (MAPC) in 2011 and Wenham's June 2008 Affordable Housing Plan, which has expired and does not qualify as a DHCD-approved housing production plan under 760 CMR 56.03(4). Omitted from the abutters' submissions was any mention of a master plan or comprehensive plan for Wenham, prepared in accordance with G.L. c. 41, § 81D. Moreover, MAPC provided a letter of support for the Project, dated May 26, 2015, noting that Massachusetts has many examples of open space preservation and affordable housing occurring "side by side."
 - (h) That the Applicant lacks site control because the Town of Wenham has a right of first refusal to purchase the Property pursuant to G.L. c. 61. Under 760 CMR 56.04(1), the Subsidizing Agency has authority to determine whether the Applicant controls the site as part of the Project Eligibility review process. Further, 760 CMR 56.04(6) directs the Board to consider the Subsidizing Agency's determination as conclusive. On September 16, 2014, DHCD issued a Project Eligibility determination for the Project under the Low Income Housing Tax Credits (LIHTC) program. DHCD specifically found that the Applicant controls the site for purposes of eligibility to apply for a comprehensive permit.
 - (i) That the Applicant had proposed to construct more units than necessary for the Project to be "economic" because the Applicant's Project Eligibility application was deemed feasible with only thirty (30) units. However, DHCD's Project Eligibility Determination (or Site Approval Letter) specifically approved sixty (60) units, to be built in two phases of thirty (30) units each.
10. The Board also received comments from the Ipswich River Watershed Association ("IRWA") in a letter dated January 16, 2015. The IRWA made several recommendations to mitigate the Project's potential impact on water quality and water quantity in the Ipswich River watershed. On January 26, 2015, the Applicant responded to the Board and agreed to implement substantially all of the IRWA's recommendations. Specifically, the Applicant has offered to offset 100 percent of its municipal water use through

62 Maple Street
Comprehensive Permit

minimization and supporting improvements to offset its water usage by reducing water use elsewhere in town.

11. In correspondence dated May 11, 2015, the Conservation Commission issued an Order of Conditions for the Project and recommended that the Board grant certain waivers from the Wetlands Resource Protection Bylaw and Regulations as requested by the Applicant.
12. Sitting for the Board and present for the public hearing process were Chairman Anthony Feeherry, Jeremy Coffey, Shaun Hutchinson, Christopher Vance, associate member, also attended.
13. Exhibit A contains a list of documents and submittals the Board received during the public hearing process.

II. GOVERNING LAW

14. The law governing this application is the Comprehensive Permit Law, Massachusetts General Laws, Chapter 40B, §§ 20-23 (the "Act"), and the regulations promulgated by the Department of Housing and Community Development ("DHCD"), 760 CMR 56.00 et seq. (the "Regulations").
15. The Act promotes regional distribution of low or moderate income housing by preventing individual cities and towns from using exclusionary zoning to block construction of such housing. Toward these ends, the purposes of the Act are satisfied if: (a) a town has low or moderate income housing in excess of 10 percent of the total number of year-round housing units reported in the latest decennial census or (b) which is on sites comprising 1 ½ percent or more of the town's total land area zoned for residential, commercial, or industrial use, or (c) if the application results in the commencement of low and moderate income housing construction on sites comprising more than .3 percent of such total area or 10 acres, whichever is larger, in one year.
16. DHCD's Regulations expand the definition of what constitutes satisfaction of the statute to include regulatory safe harbors to include such methods as "recent progress" toward the statutory minima or compliance with a DHCD-approved housing production plan, all as described in 760 CMR 56.03(4) through 56.03(7).
17. The Board's decision on a comprehensive permit must balance the regional need for low- or moderate-income housing against the Town's long-range planning goals, local requirements and regulations to the extent that they are applied equally to subsidized and unsubsidized housing, and valid concerns about the health and safety of residents of the proposed housing, the surrounding neighborhood, or the Town as a whole.

62 Maple Street
Comprehensive Permit

III. FINDINGS:

The Board makes the following findings in connection with the application:

18. The Applicant has complied with all rules and regulations of the Town of Wenham as they pertain to the application for a Comprehensive Permit.
19. The Applicant has demonstrated its eligibility to submit an application for a Comprehensive Permit to the Board, and the development fulfills the minimum Project Eligibility requirements set forth in 760 CMR 56.04(1) as follows:
 - (a) The Applicant is a limited dividend organization, Maple Woods Housing, LLC, which is a single-purpose entity owned by Harborlight Community Partners, Inc., a non-profit entity. Both Maple Woods Housing, LLC and Harborlight Community Partners, Inc., have a place of business of 283 Elliott Street, Beverly, MA 01915.
 - (b) The Applicant received a written determination of Project Eligibility from the Department of Housing and Community Development ("DHCD") dated September 16, 2014, a copy of which was provided to the Board with the original application.
 - (c) By including with its application a copy of its purchase option for the site which has been extended through September 30, 2015, the Applicant has shown continued evidence of site control sufficient to qualify as an applicant for a Comprehensive Permit.
 - (d) The Applicant will execute a Regulatory Agreement that limits its annual distributions in accordance with Chapter 40B and the regulations and guidelines adopted thereunder by DHCD.
20. The Town of Wenham does not meet the statutory minima set forth in G.L. c. 40B § 20 or 760 CMR 56.03(3) to 56.03(7):
 - (a) At the time of the filing of the application, the number of low or moderate income housing units in the Town of Wenham (122 units) constituted 8.69 percent of the total year-round units in the Town (1,404 units), based on the most recent decennial census. Thus, the Town does not meet the 10 percent statutory minimum.
 - (b) Existing affordable housing units are on sites which comprise less than one and one half percent of the total land area of the Town which is zoned for residential, commercial or industrial use (excluding land owned by the United States, the Commonwealth of Massachusetts or any political subdivision thereof).

62 Maple Street
Comprehensive Permit

- (c) The granting of this comprehensive permit will not result in the commencement of construction of low or moderate income housing units on a site comprising more than three tenths of one percent of land area in the Town of Wenham or ten acres, whichever is larger, zoned for residential, commercial or industrial uses (excluding land owned by the United States, the Commonwealth of Massachusetts or any political subdivision thereof) in any one calendar year.
 - (d) The Town of Wenham does not have a current, approved Housing Production Plan pursuant to 760 CMR 56.03(4).
 - (e) The Town of Wenham has not achieved recent progress toward its housing unit minimum pursuant to 760 CMR 56.03(5).
 - (f) The Project does not constitute a Large Project pursuant to 760 CMR 56.05(6).
 - (g) The Applicant's comprehensive permit application does not constitute a Related Application pursuant to 760 CMR 56.03(7).
21. The development, if constructed and operated in conformance with the plans and conditions set forth hereunder, will adequately provide for stormwater drainage, sanitary sewer services and water services, and other appurtenant utilities and amenities, and it will not be a threat to the public health and safety of the occupants of the development, the neighborhood, or the Town.
22. The Board finds that the conditions imposed in Section V of this Decision are necessary in order to address Local Concerns as defined in 760 CMR 56.02. The Board finds that such conditions will not render the project uneconomic. To the extent that such conditions may render the project uneconomic, the Board finds that the Local Concerns outweigh the potential benefits of the proposed affordable units.
23. The Board finds that granting certain waivers from local by-laws and regulations is acceptable even though granting any waivers may have an adverse impact on Local Concerns. Nevertheless, the Board finds that the Local Concerns affected thereby do not outweigh the regional need for affordable housing, especially given the mitigation that has been provided by the Applicant.
24. The Board acknowledges concerns raised by some neighbors and other interested parties about the Project's potential incompatibility with abutting residential uses. Such concerns included increased traffic and stormwater. However, no specific public health or safety issues were identified by elected officials or department heads of the Town, and the concerns raised by abutters during the public hearing were adequately addressed as part of the peer review process. The Board finds that despite concerns from abutters, the Project addresses local and regional housing needs.
25. The Board finds that many of the concerns expressed by some abutters and other interested parties during the public hearing process involve pre-existing conditions that

62 Maple Street
Comprehensive Permit

are not directly related to the Project. Moreover, many of these concerns have been addressed by the Applicant through plan modifications or by conditions imposed on this Comprehensive Permit.

26. The Board finds that construction of 60 one-bedroom apartment units at 62 Maple Street will be "Consistent with Local Needs" within the meaning of G.L. c. 40B, § 20, and 760 CMR 56.02, and will allow the Town of Wenham to exceed the ten percent (10%) statutory minimum under Chapter 40B. The approval of this Project, with sixty (60) units, will bring the Town to 12.9 percent.

IV. DECISION

In consideration of all of the foregoing, including the plans, documents and testimony given during the public hearing, the Board hereby grants the Applicant a comprehensive permit under Chapter 40B for the development described herein, subject to the conditions set forth below.

V. CONDITIONS

A. General

- A.1 The holder of this Comprehensive Permit is defined as a limited dividend entity, Maple Woods Housing, LLC. The Site is defined as that property containing approximately 3.5 acres of land situated at 62 Maple Street, as shown on a Plan of Land prepared by Meridian Associates for Harborlight Community Partners, dated May 18, 2015. The Project is defined as all features shown on the plans listed below in Condition A.2 or as otherwise required by this Comprehensive Permit.
- A.2 Except as may be provided for in the following conditions or in the Final Plans referenced below, the Project shall be constructed substantially in conformance with the plans and drawings listed below in this Condition A.2, which for purposes of this Comprehensive Permit shall be considered the Approved Plans for the Project ("Approved Plans"). Minor changes to the Approved Plans (e.g., changes that do not materially affect the location of, or increase the height or massing of the structures, or increase the number of units contained in the residential buildings) shall be submitted to the Inspector of Buildings who shall have the authority to approve such changes as immaterial changes. If the Inspector of Buildings determines that the proposed changes do not conform to the requirements of this comprehensive permit, he shall so notify the Applicant and the Applicant shall either bring the plans into conformance with this decision or seek modification in accordance with 760 CMR 56.05(11). The Approved Plans consist of the following:
- a. Maple Woods Preliminary Comprehensive Permit Plans (To Accompany

62 Maple Street
Comprehensive Permit

Comprehensive Permit Application) for 62 Maple Street located in Wenham, MA dated October 7, 2014, Revised January 23, 2015, Revised May 11, 2015; Applicant Maple Woods Housing, LLC, Owner Robert N. Burnett, TRS; Prepared by Meridian Associates, consisting of 4 sheets.

- b. Landscaping Plans entitled "Maplewood, Wenham, Mass." dated October 7, 2014, revised January 22, 2015, and Landscape Details dated January 22, 2015, drawn by Ulrich Bachand Landscape Architecture, LLC, Beverly, Mass.; and Lighting Plan, prepared by Ulrich Bachand Landscape Architecture, LLC, and Vanguard Lighting, dated September 30, 2014.
 - c. Proposed On Site Wastewater Treatment and Disposal System Plans, prepared by C.G. Johnson Engineering dated March 12, 2015 and revised April 21, 2015.
 - d. Architectural Plans entitled "Proposed New Construction Maple Woods Housing LLC" Schematic Design dated October 7, 2014, prepared by Siemasko + Verbridge.
 - e. MDM Transportation Consultants, Inc., Traffic Impact Study, November 5, 2014; and correspondence to the Board dated January 14, 2015 and January 28, 2015.
- A.3 This Decision shall be recorded with the Essex South District Registry of Deeds. Proof of recording shall be submitted to the Town Planner prior to issuance of a building permit.
- A.4 The Applicant shall be a limited dividend organization as required by Chapter 40B, and it and its successors and assigns shall comply with the limited dividend and other applicable requirements of Chapter 40B and the regulations adopted thereunder.
- A.5 The Project shall consist of not more than sixty (60) one-bedroom apartment units in a single building (to be constructed in two (2) phases) not exceeding thirty-five feet (35') in height (measured in accordance with the Town of Wenham Zoning Bylaw), and other related residential amenities, all as shown on the Approved Plans.
- A.6 All units in the Project shall be one-bedroom units, and all of the units shall be subject to, at a minimum, a fifty-five (55) and over age restriction. The Applicant shall use all commercially reasonable efforts to secure approval from the Subsidizing Agency and its lenders to allow the Project to be restricted to persons age sixty-two (62) or over, provided that Town financing is successful, consistent with recommendations from the Wenham Housing Trust and Community

62 Maple Street
Comprehensive Permit

Preservation Committee in 2014. Should the Town and State financing succeed, the 62 and older restriction will be presumed in this Permit.

- A.7 There shall be a minimum of 66 parking spaces (inclusive of required handicap spaces) for the Project. In the event additional parking is necessary in the future, the Applicant has shown an overflow parking area for sixteen (16) cars on a sketch plan prepared by Siemasko + Verbridge and submitted to the Board on April 9, 2015 (Exhibit 2A, Regnante, Sterio & Osborn, LLP, Letter to Board of Appeals, April 9, 2015).
- A.8 There shall be no smoking permitted on the Site within fifteen (15) feet of any property line. The Applicant shall be responsible for enforcing this restriction.
- A.9 All residential units approved under this Comprehensive Permit shall be for rental only, in perpetuity, and shall not be converted to condominium or co-operative or other form of individual ownership without approval as a substantial modification of this Comprehensive Permit.
- A.10 Pursuant to the Waiver List revised February 25, 2015 attached hereto as Exhibit B, the Applicant has requested, and the Board has granted, waivers from the Wenham Zoning Bylaw and other local by-laws and regulations including the setback under the Wenham Resource Protection Bylaws and Regulations as specified in Exhibit B hereto. No waivers are granted from requirements that are beyond the purview of G.L. c. 40B, §§20-23. No waivers are specifically granted from permit or inspection fees. Waivers from security requirements are granted, provided that the Applicant shall comply with the security requirements contained in this Decision.

Any subsequent revision to the Plans, including but not limited to revisions that are apparent in the Final Plans that require additional or more expansive waivers of any local by-laws or regulations, must be approved by the Board in accordance with 760 CMR 56.05(11). To the extent that additional waivers are subsequently determined to be required with respect to improvements that are otherwise shown on the Approved Plans, such waivers shall be deemed an insubstantial change to the Comprehensive Permit under 760 CMR 56.05(11), and can be granted administratively by the Board.

- A.11 The Applicant shall comply with all local regulations of the Town of Wenham and its boards, commissions, and departments unless specifically waived herein or as otherwise addressed in these conditions.
- A.12 The Applicant shall copy the Town Planner (Emilie Cademartori) on all correspondence between the Applicant and any federal, state, or Town official, board, or commission concerning the conditions set forth in this decision, including but not limited to all testing results, official filings, environmental approvals, and other permits issued for the Project.

62 Maple Street
Comprehensive Permit

- A.13 In accordance with DHCD's Guidelines for G.L. c. 40B Comprehensive Permit Projects, Subsidized Housing Inventory, ("Chapter 40B Guidelines"), updated December 2014, and to the extent allow by law, preference for renting up to 70 percent of the units shall be given to Wenham residents under the Local Preference policy set forth in the Chapter 40B Guidelines.
- A.14 Except as otherwise specifically provided herein, where this Decision provides for the submission of plans or other documents for approval by the Building Inspector or other Town Departments, the Building Inspector or applicable Department Head will use reasonable efforts to review and provide a written response within thirty (30) days following submission. For submissions that require assistance from an outside consultant, as determined by the Building Inspector or applicable Department Head, the thirty-day time period shall not begin until the consultant's fee has been fully funded by the Applicant.
- A.15 The Applicant agrees that if the Project is conveyed to a non-profit charitable organization exempt from property taxes under G.L. c, 59, Section 5, there shall be an enforceable restriction in the deed to the Property, binding such non-profit organization to make a Payment in Lieu of Taxes (PILOT) each year to the Town of Wenham for an amount equal to the real estate taxes that would be required of a non-exempt owner, as determined by the Wenham Board of Assessors. Such restriction shall run with the land and apply to any subsequent tax-exempt purchaser of the Property. ,
- A.16 This Comprehensive Permit may be subsequently assigned or transferred pursuant to 760 CMR 56.05(12)(b) The pledging of the Property as security under any conventional loan construction financing terms as set forth in the financing entity's Loan Documents or any foreclosure sale pursuant to the same shall not constitute an assignment or transfer under this paragraph. The Board shall receive notice of any change in the principals of Maple Woods Housing, LLC during construction of the Project.
- A.17 The provisions of this Comprehensive Permit Decision and Conditions shall be binding upon the successors and assigns of the Applicant, and the obligations shall run with the land. In the event that the Applicant sells, transfers, or assigns its interest in the development, this Comprehensive Permit shall be binding upon the purchaser, transferee, or assignee and any successor purchasers, transferees or assignees. The limited dividend restrictions shall apply to the owner of the project regardless of sale, transfer, or assignment of the project.
- A.18 The sidewalks, driveways, roads, utilities, drainage systems, sanitary sewer system, water system and all other infrastructure shown on the Approved Plans as serving the Project shall remain private in perpetuity, and the Town of Wenham shall not have, now or in the future, any legal responsibility for the operation or maintenance of the infrastructure, including but not limited to snow removal and

62 Maple Street
Comprehensive Permit

landscape maintenance. In this regard, the driveway within the Project shall not be dedicated to or accepted by the Town.

- A.19 The Applicant shall, as it has agreed, work with the Town to offset 100 percent of its municipal water use through minimization and supporting improvements to reduce water use elsewhere in town. The designation of specific vehicle(s) to achieve this goal shall be determined by the Wenham Water Department and may include a payment, as is required under existing regulation, to the Town-controlled Water Use Mitigation Fund, as well as other measures approved by the Water Department. The Town recognizes that it is currently in the process of creating a Town-wide Water Mitigation Plan as required by its 20-year State Water Management Act Program permit renewal and desires that the Applicant's mitigation planning be integrated within this process.
- A.20 No connection shall be made to the municipal water system for outdoor irrigation purposes. A connection for the building sprinkler system will be made to the municipal water system.
- A.21 Unless otherwise indicated herein, the Board may designate an agent to review and approve matters on the Board's behalf subsequent to this Decision.

B. Affordability Requirements

- B.1 All sixty (60) of the units in the Project shall be low- or moderate-income units. Forty-eight (48) units will be made available to households earning below 60 percent of the area median income (AMI) and twelve (12) units will be made available to households earning below 30 percent of AMI, as determined by the United States Department of Housing and Urban Development ("HUD") and DHCD. The Applicant shall be responsible for maintaining records sufficient to comply with DHCD guidelines for occupancy of such units by income-eligible households.
- B.2 Upon completion of the Project and in perpetuity, all 60 units shall meet the criteria for inclusion in DHCD's "Subsidized Housing Inventory" (SHI).
- B.3 The Applicant shall obtain approval by DHCD of an affirmative marketing plan and tenant selection plan prior to making any of the units available for rent, and shall ensure that the Project complies with the DHCD's fair housing requirements.

C. Submission Requirements

- C.1 Prior to any construction on the Site, whether or not pursuant to a building permit, the Applicant shall:
- a. Deliver to the Board a check in a reasonable amount determined by the Board to be used for the Board to retain outside experts for technical and

62 Maple Street
Comprehensive Permit

legal reviews and inspections required under these conditions. Said funds shall be deposited by the Board in an account pursuant to G.L. c. 44, s. 53G and shall only be used for technical reviews and inspections associated with this project. Any unspent funds shall be returned to the Applicant with accrued interest at the completion of the project. If at any time the ZBA reasonably determines that there are insufficient funds to cover the costs of technical reviews, it shall inform the Applicant and the Applicant shall forthwith deliver additional funds as specified by the ZBA in a reasonable amount as may be determined by the ZBA. Said funds may be used by the ZBA to hire civil engineering, traffic engineering, legal counsel, accounting, and/or other professionals that the ZBA deems reasonably necessary to ensure compliance with the conditions hereof.

- b. Obtain a Notice of Intent (NOI) for Stormwater Discharges Associated with Construction Activity under a National Pollution Discharge Elimination System (NPDES) General Permit from the U.S. Environmental Protection Agency (EPA).
- c. Submit to the Town Planner for review and administrative approval Final Engineering Drawings and Plans ("Final Plans") that conform to the requirements of ~~this~~ Comprehensive Permit and the Approved Plans referred to in paragraph V.A.2 and incorporate the conditions set forth in said plans and in this Decision. The Final Plans shall also incorporate all conditions and requirements of permitting agencies having jurisdiction. Applicable sheets of the Final Plans shall signed and sealed by the Professional Land Surveyor, the Registered (Civil) Engineer of record, the Registered Building Architect and the Registered Landscape Architect of record. The Final Plans shall be submitted to the Town Planner at least forty-five (45) days prior to the anticipated date of commencement of building construction or submission of an application for building permits, whichever is earlier (the "Final Site Plan Submission Date"). Upon receipt of the Final Plans, the Town Planner shall promptly forward them to the Board for review.

At a minimum, the Final Plans shall be in accordance with the Stormwater Management Report dated February 4, 2015 and Stormwater Analysis and Calculations Report dated February 18, 2015 prepared by Meridian Associates and the comments and recommendations thereto contained in the HWG peer review by Janet Bernardo, P.E., dated January 5, 2015, February 18, 2015. The stormwater management system shall ensure that there shall be no increase in the rate of flow, above current levels, of stormwater from the Property onto the abutting properties or public ways, and that the stormwater management system is designed in conformance with the Massachusetts Stormwater Management Handbook ("MASWMH"). The Board notes that with the Approved Plans, HWG is satisfied that all issues regarding stormwater and engineering, including

62 Maple Street
Comprehensive Permit

the requirements of the MASWMH, have been adequately addressed. In addition, the Final Plans shall incorporate all water quality and water quantity protection commitments stated in the Applicant's letter to the Board, dated January 26, 2015 (submitted in response to recommendations from the IRWA, dated January 16, 2015).

- d. Submit to the Board, Town Planner, Building Inspector, Fire Chief, Police Chief, and Director of Public Works, a construction management plan including, but not limited to, dust and noise control measures, tree removal, fill delivery schedules, stockpiling areas, truck routes, trash and debris removal, hours of construction, construction staging, traffic and parking during construction, and like matters.
- e. Other than site work and such other work as may be authorized in writing by the Town Planner, no other construction of units shall commence and no building permits shall issue under this Comprehensive Permit until the Town Planner, in consultation with the Board's engineer, has approved the Final Plans as being in conformance with this Decision. If no written response or comments have been given to the Applicant by the Town Planner concerning the Final Site Plans within forty-five (45) days after the Final Site Plan Submission Date, the Final Plans, as delivered, will be deemed to have been approved.
- f. Submit to the Town Planner a landscaping plan with the Final Plans, signed by a Registered Landscape Architect, consistent with Approved Plans, depicting the following:
 - (1) Overall planting plan that includes a demarcation of clearing and the limits of work;
 - (2) Planting plans for drives showing shade trees and lighting fixture locations;
 - (3) Plans of walkways in open space and recreation areas;
 - (4) Prototype planting plans for each building that include shade trees, ornamental trees, shrubs, and groundcovers;
 - (5) Prototype screening plans for dumpsters, depicting plantings and fencing;
 - (6) Planting details for coniferous and deciduous shade trees, ornamental trees, and shrubs;
 - (7) Planting schedules listing the quantity, size, height, caliper, species, variety, and form of trees, shrubs, and groundcovers;

62 Maple Street
Comprehensive Permit

- (8) Tree protection and preservation plans; and
- (9) Construction details.

All plantings shall consist of native, non-invasive, drought-tolerant species as per the Applicant's agreement with the Ipswich River Watershed Association. Plantings installed along drives and walkways shall also be salt-tolerant.

- g. Obtain approval of proposed fire hydrant locations and Fire Department Connection (FDC) locations.

C.2 Prior to the issuance of a building permit for the project, the Applicant shall:

- a. Record this Comprehensive Permit with the Essex South District Registry of Deeds ("Registry of Deeds"), at the Applicant's expense, and provide proof of the same to the Building Inspector.
- b. Submit to the Town Planner evidence of Final Approval from DHCD, as required by the Project Eligibility letter and the Chapter 40B regulations.
- c. Submit to the Town Planner a certified copy of the Regulatory Agreement and Monitoring Services Agreement for the Project. Execution and recording of such Regulatory Agreement and a subsidy funding commitment by DHCD or other approved lender shall be complete prior to the issuance of any building permit.
- d. Submit to the Building Inspector final Architectural Plans, consistent with the Approved Plans, prepared and sealed by an architect with a valid registration in the Commonwealth of Massachusetts ("Architectural Plans"). The Architectural Plans shall be submitted in such form as the Building Inspector may request.
- e. The Board's engineer shall approve the maintenance schedule for the stormwater system.
- f. Obtain and file with the Building Inspector a copy of all federal, state, and local permits and approvals required for the Project.
- g. Provide a performance guarantee in an amount set by the Town Planner with input from the Board, which guarantee shall be posted to ensure completion of the infrastructure (as listed below) in accordance with the Approved Plans. The guarantee shall be in a form acceptable to the Town Planner with input from the Board. Items covered by the performance guarantee shall include, but shall not be limited to:

As-built drawings;

62 Maple Street
Comprehensive Permit

Septic and utilities;
Driveway construction;
Erosion control;
Drainage facilities/stormwater management system facilities;
Work required by the Conservation Order of Conditions.

The performance guarantee will be reduced from time to time as work progresses and released upon approval by the Town Planner and the Conservation Commission Agent with input from the Board.

- h. Obtain all necessary building, electrical, plumbing, and associated permits for the Project required by state law.

Submit the proposed fire protection systems, including fire alarm and fire sprinkler systems, for review and approval by the Wenham Fire Department.

D. Construction Completion; Certificate of Occupancy

- D.1 Prior to issuance of a certificate of occupancy for any portion of the Project, the Applicant shall:

- a. Submit an "Offset Mitigation Plan" approved by the Wenham Water Department to the Building Inspector, specifying measures to offset the Project's water use in accordance with Condition A.17 above.
- b. Submit interim engineer's certification of compliance with utilities plan and profiles to the Department of Public Works.
- c. Provide a letter to the Board, signed by the Applicant's civil engineer, certifying that the Project has been constructed in compliance with the Final Plans.
- d. Obtain acceptance from the Fire Department of testing of all fire protection systems, fire alarm systems, fire sprinkler systems, and local smoke alarms within the dwelling units.
- d. Obtain Affidavits signed by the Architect, Mechanical/Electrical/Plumbing Engineers and Structural Engineers as required to obtain the Certificate of Occupancy.

- D.2 Prior to issuance of the final certificate of occupancy, the Applicant shall:

- a. Submit to the Department of Public Works, in digital file format, a final as-built utilities plan including profiles, showing actual-in ground installation of all utilities, rim and invert elevations, roadway, sidewalk

62 Maple Street
Comprehensive Permit

and associated construction. The file format shall be in AutoCAD DWG (or ASCII DXF) version 2010 or earlier and Adobe PDF, delivered on CD-ROM or DVD-R media. AutoCAD file delivery shall be in full model view and individual sheet views. The digital file shall include property boundaries, dimensions, easements, rights-of-way, edge of pavement, edge of sidewalk, edge of water bodies, wetland boundaries, topographic contours, spot elevations, parking areas, road centerline and associated text. Said digital data shall be delivered in the Massachusetts State Plane Coordinate System, North American Datum 1983 and North American Vertical Datum 1988, in U.S. Survey Feet.

- b. Submit to the Building Inspector as-built plans for all buildings in the Project.
- c. Applicant has submitted a letter dated June 26, 2015 offering to offset 100% of its water use through minimization and supporting improvements to affect its water usage elsewhere in Town. Applicant shall, as it offered, work with the Town and the Ipswich River Watershed Association ("IRWA") in accordance with its letter dated January 26, 2015 to the Board in response to IRWA's letter dated January 16, 2015 to achieve such goals under the leadership of the Town. The designation of a vehicle to achieve this goal will be proposed by the Town and may include a payment, as is common now, to the Town controlled water use mitigation fund or other "water banking" system as approved by the Town.

E. Project Design and Construction

- E.1 The Applicant and the site general contractor shall attend a preconstruction conference with the Building Inspector and other Town Department heads as the Building Inspector may determine.
- E.2 The Applicant shall permit representatives of the Board to observe and inspect the Site and construction progress until such time as the Project has been completed.
- E.3 The proposed construction will be in accordance with all applicable federal and state laws, rules, and regulations, and all local bylaws and regulations except as waived herein.
- E.4 The Architectural Plans shall provide for smoke separation doors/assemblies within the common egress corridor to prevent the spread of smoke throughout each building. Doors/assemblies shall be shown on said Plans.
- E.5 The Applicant shall request and obtain permits and approvals from the Wenham Fire Department for installation of the fire alarm system, fire sprinkler system, and location of hydrants. All shall be designed free of landscaping obstructions.

62 Maple Street
Comprehensive Permit

- E.6 All site retaining walls four (4) feet or greater in height shall be designed by a Massachusetts Professional Structural Engineer.
- E.7 During construction, the Applicant shall conform to all local, state, and federal laws regarding noise, vibration, dust, and blocking of Town roads. The Applicant shall at all times use all reasonable means to communicate with and minimize inconvenience to residents in the general area. Adequate provisions shall be made by the Applicant to control and minimize dust on the site during construction in accordance with the construction mitigation plan.
- E.8 The Applicant will work with the abutters to design and install landscaping screening that will address site line concerns of specific abutters. This may include plantings on the project site and/or abutter properties.
- E.9 Appropriate signage shall be shown on the Final Plans.
- E.10 The location of all utilities, including but not limited to underground electric, telephone, and cable, shall be shown on the Final Plans. All transformers and other electric and telecommunication system components shall be included on the Final Plans.
- E.11 If natural gas is proposed, gas service locations shall be included on the Final Plans.
- E.12 The Applicant shall install lighting on the site which conforms to the Town of Wenham's Zoning Bylaw and the Landscaping and Lighting Plan included in the list of Approved Plans (see Condition A2). Management of outdoor lighting shall be the responsibility of the Applicant.
- E.13 Soil material used as backfill for structures shall be certified by the Structural Engineer to the Building Inspector as meeting design specifications, as applicable.
- E.14 Construction activities shall be conducted between the hours of 8:30 a.m. and 6:00 p.m., Monday through Friday. Work may occur on Saturdays during the same time period but shall be limited to inside work only, after the buildings have been framed, roofed, and sheathed. For purposes of this condition, construction activities shall be defined as: start-up of equipment or machinery, delivery of building materials and supplies; removal of trees; grubbing; clearing; grading; filling; excavating; import or export of earth materials; installation of utilities both on and off the site; removal of stumps and debris; and erection of new structures. All off-site utility work shall be coordinated and approved by the Department of Public Works and shall not be subject to the timing restrictions set forth above. Parking of all vehicles and equipment must be on site during construction.
- E.15 Burning or burial of construction or demolition debris on the site is strictly prohibited. All such materials are to be removed from the site in accordance with

62 Maple Street
Comprehensive Permit

applicable law. During construction, the site shall be secured against unauthorized entry or vandalism by fencing, or other appropriate means, and all construction materials shall be stored or stockpiled in a safe manner. Any floodlights used during the construction period shall be located and directed so as to prevent spillover or illumination onto adjacent properties. All construction activities are to be conducted in a workmanlike manner.

- E.16 No building areas shall be left in an open, unstabilized condition longer than sixty (60) days. Temporary stabilization shall be accomplished by hay bales, straw coverings or matting. Final stabilization shall be accomplished by loaming and seeding exposed areas.
- E.17 All dumpsters serving the Project shall be enclosed and covered.
- E.18 All retaining walls shall be constructed in the aesthetic manner as depicted in the colored rendering as submitted. Specifically, retaining walls shall not consist of exposed concrete.
- E.19 Snow shall be stored within the areas of the site designated on the Approved Plans. To the extent snowfall exceeds the capacity of the designated snow storage areas, the Applicant has obtained an agreement for an easement for off-site snow storage as shown on a Snow Storage Sketch prepared by Meridian Associates dated March 30, 2015. Such easement shall be executed and recorded with the Registry of Deeds prior to construction.

F. Traffic Safety Conditions

- F.1 Sidewalks shall be provided within the Site linking the residential buildings to the on-site amenities. Wheelchair ramps and crosswalks will be provided within the Site where pedestrians will cross internal circulating aisles. These facilities will be designed and constructed in accordance with ADA and MAAB regulations, as applicable.
- F.2 Prior to the issuance of an occupancy permit, the Applicant shall furnish and install one "YOUR SPEED" Radar Driver Feedback Sign along Maple Street. Specific location shall be coordinated with the Applicant, Wenham Police Department and Department of Public Works. In the event that a suitable permanent location is not conveyed to the Applicant prior to issuance of a building permit, the Applicant shall furnish a portable Radar Driver Feedback Sign which shall satisfy this condition.

G. Police, Fire, and Emergency Medical Conditions

- G.1 The Project shall be equipped with fire protection systems, fire alarm systems, fire sprinkler systems, and local smoke alarms approved by the Wenham Fire Department.

62 Maple Street
Comprehensive Permit

- G.2 The Applicant shall provide professional property management and maintenance personnel on the premises during normal daytime hours and an emergency contact name and number for tenants and the Wenham Police and Fire Departments.
- G.3 The Board notes that the original design was adjusted by the Applicant to provide a 34' area to the rear of the proposed structure to accommodate a fire truck and "drop zone" as requested by the Fire Department (15' drop zone and 19' wide travel way totaling 34'). This is an increase of one (1) foot from the original design. The area will be composed of pavers sufficient to hold the weight of a fire truck which will be subject to final Fire Department approval. The building will be serviced by a backup generator which meets all safety and noise requirements. The generator shall be exercised for preventive maintenance purposes during normal business hours only.

The Board also notes that an auto turn analysis was completed by MDM Transportation Consultants, Inc. and peer reviewed at the Board's request. This resulted in an adjustment to the entrance area of the project which is depicted in the Approved Plans.

- G.4 The plans have been modified to show a full 24' width interior driveway. Pursuant to the NAPA standards a single access route is acceptable for residential development containing between 1 and 100 units. The Board finds that a secondary means of access is not necessary for the Project based upon said standard and the safety modifications made by the Applicant.
- G.5 The Applicant has agreed to allow the Wenham Fire Department and the Wenham Police Department, to install and maintain emergency communication devices for the Town on the site and/or on the building. This equipment can be linked to the backup generator for further security benefit.
- G.6 The Applicant has agreed, at the request of the Town, to establish Maple Woods, as a short term emergency shelter location for public need.

H. Water, Septic, and Utilities

- H.1 The water, septic, and drainage utilities servicing the buildings in the Project shall be installed and tested in accordance with applicable Town of Wenham requirements and protocols.
- H.2 The Project shall comply with all water quality and water quantity recommendations made by the IRWA in correspondence to the Board (through E. Cademartori, Town Planner) dated January 16, 2015, which recommendations the Applicant accepted in writing on January 26, 2015. The purpose of such recommendations is to minimize water use and maximize water quality protection in the design, construction, and ongoing operation of the Project.

62 Maple Street
Comprehensive Permit

- H.3 Utilities shall be installed underground by the Applicant using methods standard to those installations. Utilities shall be defined as electric service lines, telephone lines, water service lines, CATV lines, municipal conduit and the like.
- H.4 Septic system approval is subject to conditions imposed by the Board of Health in its approval letter of April 22, 2015 and the HWG letter of April 8, 2015.
- H.5 Drainage access easements and grading easements necessary for construction of the stormwater system are adequately addressed as set forth in the April 9, 2015 letter from Regnante, Sterio & Osborne LLP to the Board. The Board requires that such easements be executed and recorded at the Registry of Deeds prior to construction.
- H.5 Any water damage to abutting properties, specifically septic systems, which are directly caused by Maple Woods impact on area drainage or water tables shall be the Applicant's responsibility to ameliorate.

I. Other General Conditions

- I.1 This decision will be deemed to be final upon the expiration of the appeal period with no appeal having been filed or upon the final judicial decision following the filing of any appeal, whichever is later. In accordance with 760 CMR 56.05(12)(c), this Comprehensive Permit shall expire three (3) years from the date that the permit becomes final, unless (i) prior to that time substantial use of the Comprehensive Permit has commenced or (ii) the time period is otherwise tolled in accordance with law. The Applicant may timely apply to the Board for extensions to the Comprehensive Permit as permitted by law.
- I.2 This permit prohibits the parking or storage of any unregistered vehicle on the site, and likewise prohibits the service of any vehicles on the site.
- I.3 The Applicant or its designee shall be responsible for the operation and regular maintenance of all pedestrian walkways, parking areas, and other common facilities shown or described in the Approved Plans and materials, including, but not limited to, regular snow plowing.
- I.4 If any default, violation or breach of these conditions by the Applicant is not cured within thirty (30) days after notice thereof (or such longer period of time as is reasonably necessary to cure such a default so long as the Applicant is diligently and continuously prosecuting such a cure), then the Town may take one or both of the following steps: (a) by mandamus or other suit, action or other proceeding at law or in equity, require the Applicant to perform its obligations and/or enforce these conditions; or (b) have access to, and inspect, examine and make copies of all of the books and records of the Applicant pertaining to the project. If the Town brings any claim to enforce these conditions, and the Town

62 Maple Street
Comprehensive Permit

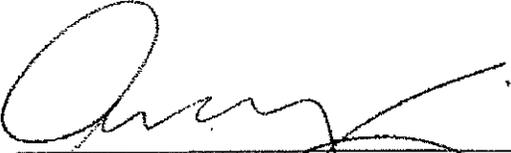
finally prevails in such claim, the Applicant shall reimburse the Town for its reasonable attorneys' fees and expenses incurred in connection with such claim.

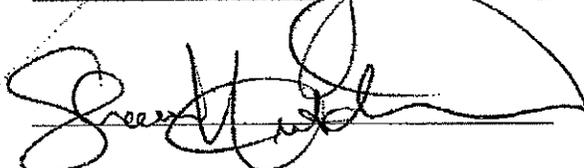
62 Maple Street
Comprehensive Permit

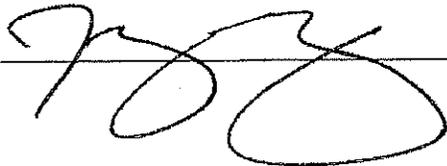
RECORD OF VOTE

The Board of Appeals voted 3-0 at its public meeting on May 26, 2015, to unanimously grant a Comprehensive Permit subject to the above-stated Conditions, with this decision as attested by the signatures below.

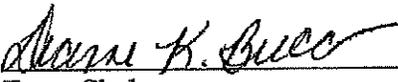
Members in favor:







Dated: July 1, 2015
Filed with the Town Clerk on July 1, 2015.



Town Clerk

RECEIVED-TOWN CLERK
WENHAM, MA 01984
2015 JUL -1 AM 9:46

Notice: Appeals, if any, shall be made pursuant to Massachusetts General Laws, Chapter 40A, s. 17, and shall be filed within twenty (20) days after the filing of this notice in the Office of the Town Clerk, Town Hall, Wenham, Massachusetts.

62 Maple Street
Comprehensive Permit

Exhibit A
Submittals Received During Public Hearing Process

I. Materials from Applicant:

1. Pro forma dated June 9, 2014.
2. September 18, 2014 Submittal and Plan from Siemasko + Verbridge
3. Architectural Plans dated October 7, 2014 prepared by Siemasko + Verbridge
4. October 9, 2014 Application Packet (with exhibits)
5. October 31, 2014 letter from Harborlight Community Partners
6. November 5, 2014 Traffic Impact Assessment from MDM Transportation Consultants, Inc.
7. December 1, 2014 letter from Regnante, Sterio & Osborne LLP to Wenham ZBA
8. December 3, 2014 letter from Harborlight Community Partners to Wenham ZBA
9. December 10, 2014 letter from C. G. Johnson Engineering, Inc., to Wenham ZBA (with exhibits)
10. January 12, 2015 letter from Regnante, Sterio & Osborne LLP to the Wenham ZBA
11. January 14, 2015 letter from MDM Transportation Consultants, Inc., to Wenham ZBA
12. January 26, 2015 letter from Harborlight Community Partners to the Wenham ZBA (water issues)
13. January 26, 2015 letter from C. G. Johnson Engineering, Inc., to Wenham ZBA
14. January 28, 2015 letter from Regnante, Sterio & Osborne LLP to Wenham ZBA
15. January 28, 2015 letter from MDM Transportation Consultants, Inc., to Wenham ZBA
16. January 28, 2015 letter from Meridian Associates to the Wenham ZBA – response to peer review of Horsley Witten
17. February 25, 2015 letter from Regnante, Sterio & Osborne LLP to Wenham ZBA
18. Revised Waiver list dated February 25, 2015

62 Maple Street
Comprehensive Permit

19. Picture set dated February 25, 2015 from Seimasko + Verbridge
20. March 5, 2015 letter from Regnante, Sterio & Osborne LLP to Wenham ZBA
21. March 18, 2015 transmittal from C.G. Johnson Engineering, Inc., to the Wenham Health Agent
22. March 10, 2015 letter from Seimasko + Verbridge
23. March 11, 2015 letter from Regnante, Sterio & Osborne LLP to Wenham ZBA
24. March 25, 2015 project narrative from Ulrich Bachand Landscape Architecture, LLC
25. March 30, 2015 letter from Ulrich Bachand Landscape Architecture, LLC to the Wenham ZBA
26. April 3, 2015 Maple Woods Noise Analysis submitted by Siemasko + Verbridge
27. April 6, 2015 Financial Summary from Harborlight Community Partners to the Wenham ZBA
28. April 9, 2015 letter from Regnante, Sterio & Osborne LLP to Wenham ZBA
29. April 10, 2015 letter from Meridian Associates to the Wenham Conservation Commission
30. April 13, 2015 response from Seimasko + Verbridge on comments from Narrow Gate
31. April 15, 2015 letter from Regnante, Sterio & Osborne LLP to Wenham ZBA (extension until 6/5/15)
32. Three (3) April 21, 2015 letters from C.G. Johnson Engineering, Inc. to the Wenham Board of Health
33. April 22, 2015 transmittal from C.G. Johnson Engineering, Inc. to the Wenham Board of Health
34. April 27, 2015 letter from C.G. Johnson Engineering, Inc. to the Wenham Conservation Commission
35. Permit Site Development Plans from Meridian Associates (revised through April 27, 2015)

II. Peer Review Materials

1. December 30, 2014 Traffic Peer Review Report from Weston and Sampson
2. January 5, 2015 letter from Horsley Witten Group

62 Maple Street
Comprehensive Permit

3. January 22, 2015 letter from Horsley Witten Group
4. February 18, 2015 email from Janet Bernardo to Emilie Cademartori
5. February 11, 2015 Request for Design Review Services
6. February 18, 2015 letter from Horsley Witten Group to Wenham ZBA
7. February 27, 2015 letter from the Cecil Group to Wenham ZBA
8. April 2, 2015 report from Narrow Gate Architecture Ltd to the Wenham ZBA
9. April 8, 2015 letter from Horsley Witten Group to the Wenham ZBA
10. April 13, 2015 report from Narrow Gate Architecture Ltd to the Wenham ZBA

III. Comments and Submittals from Town Boards and Town Departments

1. October 29, 2014 Wenham Water Commission meeting minutes
2. October 29, 2014 letter from Wenham Board of Health to Wenham ZBA
3. October 31, 2014 Memorandum from Wenham Water Department to Wenham ZBA
4. November 4, 2014 email from Police Chief Thomas Perkins to Emilie Cademartori
5. November 4, 2014 letter from Wenham Fire Department to Wenham ZBA
6. January 29, 2015 email from Jeffrey Baxter (Fire Prevention Officer) to Emilie Cademartori
7. March 5, 2015 Memorandum from Wenham Planning Board
8. March 5, 2015 email from Jeffrey Baxter to Robert Blanchard
9. March 6, 2015 Memorandum from Bill Tyack (Wenham DPW Director)
- 10.
11. March 11, 2015 email from Wenham Council on Aging to Emilie Cademartori (with attached, undated letter)
12. March 11, 2015 Memorandum from Wenham Water Department to Wenham ZBA
13. March 12, 2015 email from Harriet Davis (Wenham Community Preservation Committee) to Emilie Cademartori
14. April 16, 2015 email from DEP regarding the septic system

62 Maple Street
Comprehensive Permit

15. April 22, 2015 Board of Health Septic Permit and letter for conditions
16. May 11, 2-15, Memorandum from Conservation Commission to Wenham ZBA.

IV. Public Comments

1. July 7, 2014 letter from Vivian Sears to Wenham ZBA
2. November 19, 2014 letter from Daniel Hill, Esq. to the Wenham ZBA
3. December 7, 2014 letter from Louis Terranova to Wenham ZBA
4. Undated Memorandum to Wenham ZBA file re Response to December 7, 2014 letter of Louis Terranova
5. January 9, 2015 letter from Daniel Hill, Esq. to Wenham ZBA
6. January 16, 2015 letter from Ipswich River Watershed Association to Emilie Cademartori
7. January 28, 2015 letter from Daniel Hill, Esq. to Wenham ZBA
8. February 23, 2015 from Tetra Tech to Wenham ZBA
9. February 23, 2015 letter from Paul Berthiaume to Wenham ZBA
10. March 10, 2015 letter from Daniel Hill, Esq.
11. March 10, 2015 Letter from Joshua Anderson to Wenham ZBA
12. April 15, 2015 letter from Daniel Hill, Esq. to the Wenham ZBA
13. April 15, 2015 letter from Tetra Tech to the Wenham ZBA and the Wenham Conservation Commission
14. April 24, 2015 letter from Daniel Hill, Esq. to the Wenham Conservation Commission (regarding the septic system)
15. May 26, 2015 letter from Daniel Hill, Esq., to the Wenham ZBA
16. May 26, 2015 letter from H&H Associates, LLP, to the Wenham ZBA

62 Maple Street
 Comprehensive Permit

Exhibit B
Waivers of Local Regulations

Harborlight Community Partners – Revised Waiver List (February 25, 2015)

The Project shall be exempt from the following provisions of the Wenham Zoning By-laws, applicable to lots located within the Residential Zoning District (waivers granted for provisions identified as “yes” in the column labeled “Waiver Requested”):

REGULATION/ SECTION #	REQUIRED/ PERMITTED	PROVIDED	WAIVER REQUESTED
USE	Single-Family Housing	Multi-Family Rental Housing	YES
Lot Area	40,000 s.f.	151,555 s.f.	NO
Frontage	170 ft.	58.6 ft.	YES
Lot Width	100 ft.	295 ft.	NO
Front Yard	20 ft.	415 ft.	NO
Rear Yard	15 ft.	34 ft.	NO
Side Yard	15 ft.	32 ft.	NO
Maximum Height (Ft.)	35	34 ft, 9 in.	NO
Maximum Lot Coverage	50%	49.4%	NO
Structures Per Lot	1	1	NO

11.0 Other Exemptions (See 760 CMR 56.05(2)(h))

In addition, pursuant to G.L. c. 40B, §§ 20-23 and the regulations promulgated thereunder, the Project shall be exempt from the provisions of other local by-laws listed below, as requested by the Applicant:

1. The Project shall be exempt from the following additional provisions of the Wenham Zoning Bylaws, effective with amendments through 2012:
 - a. Section 5.2.6.2 - Restricting an access driveway to a residential dwelling to not more than five hundred feet (500'). The Applicant requests a waiver of this provision, to allow an access driveway to the Project to be approximately eight hundred and fifty feet (850').
 - b. Section 7.1.1 – Limiting signage on the property to one sign pertaining to the use thereof or having the name and occupation of the occupant or occupants, and no such sign shall exceed two square feet in area. Waiver requested to allow two signs, the first (a fence sign) containing 12 square feet, and the second located in the stone wall containing 12 square feet.

62 Maple Street
Comprehensive Permit

c. Section 10.1 – Prohibiting the grading and redistribution of earth on the site without a Special Permit issued by the Planning Board, where earth redistribution exceeds 1,000 cubic yards pursuant to the issuance of a building permit. Waiver requested authorizing the grading and redistribution of earth on the Site in the approximate amount of approximately 2,500 cubic yards. The Applicant will comply with the performance standards contained in Section 10.1.3.1.

d. Section 13.5 - Requiring Site Plan Review for construction of a residential structure with two (2) or more dwelling units. Waiver requested allowing the construction of a single structure with sixty (60) dwelling units without the requirement of Site Plan Approval.

2. The Project shall be exempt from the provisions of the Subdivision Rules and Regulations of the Planning Board in the Town of Wenham, with revisions through 1984, as the Project does not constitute a subdivision. The foregoing notwithstanding, the Project would require the following waivers if the Rules and Regulations were applicable:

a. Section 5.4.1.1.2(a) - Requires all pipes except sub-drains to be reinforced concrete pipe. Waiver requested to allow the use of HDPE pipes, which is the standard in the construction industry.

b. Section 5.4.1.1.2(b) - Requires drain pipes to be concrete pipe twelve inches (12") or larger in diameter, and all pipe located under roadways shall be reinforced. This section also required at least three feet (3') of cover over drain pipes. Waiver requested to allow the use of HDPE pipe with a minimum of two feet (2') of cover over the pipe.

c. Section 5.5.3.1 - Requires sidewalks within a subdivision to be separated from the road pavement by a seeded grass plot. Waiver required to allow portions of the sidewalk to be located directly adjacent to the access driveway and parking lot (as shown on the Site Plans).

3. The Project shall be exempt from the following provisions of the Town of Wenham Water Resource Protection Bylaw and the Town of Wenham Water Resource Protection Bylaw Regulations:

a. Section 10.07 (requiring a bond or other form of surety).

b. Section 10.54(3) regarding limit of work and buildings. As recommended by the Conservation Commission, the Project is deemed a subdivision lot (two or more units) with lot preparation done in conjunction with road construction. A waiver is necessary for the fifty foot (50') limit of work and the seventy foot (70') limit of building, to allow grading approximately thirty-five feet (35') from the wetlands line, and to allow a building within fifty-four (54') of the wetland line.

4. No substantive waivers of the Wenham Board of Health regulations are necessary.

62 Maple Street
Comprehensive Permit

5. The Project shall be exempt from the filing fee requirements established by the Zoning Board of Appeals, Planning Board, Conservation Commission, or other Town entity, except for fees specifically relating to Comprehensive Permit Applications.

EXHIBIT II

Letters of Support

- Town of Wenham Council on Aging
- Metropolitan Area Planning Council (MAPC)
- Ipswich River Watershed Association (IRWA)



Council on Aging
10 School Street
Wenham, Ma 01938

Town of Wenham
Attn: Zoning Board
138 Main Street
Wenham, MA 01938
Re: Comprehensive Permit Application Review – Maple Woods

To whom it may concern:

As Director of the Council on Aging for the Town of Wenham I would like to express our strong support for the proposed Maple Woods project. My support for this project, at this early stage, has much to do with fulfilling an important need in the Town of Wenham for affordable housing with onsite services for fixed income seniors, and control over our future development.

In addition, Maple Woods will not have any bearing on our current COA services and should help us identify broader needs within our community by having them focused in this community much the same way Enon Village does currently. We look forward to working with Harborlight Community Partners who have a successful track record as developers of two noteworthy projects, Turtle Creek and Turtle Woods in Beverly.

Regards,

James R. Reynolds



SMART GROWTH AND REGIONAL COLLABORATION

May 26, 2015

Andrew DeFranza
Executive Director
Harborlight Community Partners
283 Elliot Street
Beverly, MA 01915

RE: Maple Woods 40B Development Proposal

Dear Mr. DeFranza:

Thank you for providing the Metropolitan Area Planning Council (MAPC) with information regarding the proposed Maple Woods 40B Development Proposal in the town of Wenham.

MAPC occasionally reviews local proposals relative to affordable housing development. We review projects for consistency with *MetroFuture*, the regional policy plan for the Greater Boston and local plans when available. MAPC has reviewed the information provided to our agency related to this project and offers the following comments.

The Maple Woods development would provide the town with 60, permanently affordable, one-bedroom units. 12 of these units will be restricted to people over the age of 55 who earn at or below between 30% of the area median income. 48 units will be restricted to people over the age of 55 who earn at or below 60% of the area median income.

Wenham's Housing Production Plan (HPP), which was adopted in June 2008 and expired in June 2013, notes the need for long-term affordability of community housing, the need for age-restricted housing, and the need to disperse community housing throughout the town. Further, the parcel appears to align with the HPP's goals to site new housing in areas that meet smart growth principles including ones that are large enough to accommodate clustered housing and that are also located along a major road or in close proximity to transportation and services.

In 2014, MAPC published projections demonstrating the need for 435,000 new housing units in Metro Boston by 2040. Not only must we develop additional age-appropriate homes for the growing senior population, but we must also free up homes that can be purchased or rented by the younger workers our economy will demand as many baby boomers retire. The Maple Woods development would help to meet both of these goals.

In addition to meeting a number the various housing goals described above, Maple Woods would also bring Wenham above the 10% subsidized housing threshold established under MGL Chapter 40B, which would allow the town to have greater control over future housing development as well as the protection of open space.

In 2011, MAPC issued the North Shore Regional Strategic Planning Project report which identified Priority Development Areas (PDAs), Priority Preservation Areas (PPAs), and Regionally Significant Transportation Investments in six North Shore communities (Beverly, Danvers, Hamilton, Ipswich, Salem and Wenham). In the report, Wenham identified the Maple Woods property as a PPA. These are areas within a city or town that deserve special protection due to the presence of significant environmental factors and natural features, such as endangered species habitats, areas critical to water supply, scenic vistas, areas important to a cultural landscape, or areas of historical significance. PPAs are identified on sites not currently protected by permanent land use ordinance and can vary greatly in size.

The Maple Woods parcel, known as Burnett Farm in the plan, has 24.63 acres in Chapter 61 (forestry) and 28.68 acres in Chapter 61A (agriculture), which is no longer farmed. The parcel rose to the level of being a PPA because of these features.

However, this designation does not mean that the town should not allow development on the site. In fact, there are many examples of municipalities throughout Massachusetts where both development and open space preservation are encouraged side by side. Maple Woods affords the town a rare opportunity to achieve two important goals: provide much needed affordable housing development while also preserving a portion of the PPA, particularly the former agricultural area on the parcel. We urge the town to allow the proposed development, while at the same time taking steps to protect the rest of the parcel (or at least a portion of the parcel) from future development.

MAPC supports Harborlight Community Partners' proposed Maple Woods development and is glad to answer any questions about its potential relationship to any regional plans. We thank you for the opportunity to provide comments and support for this development.

Sincerely,



Marc D. Draisen
Executive Director

cc: Harriet Davis, Wenham Representative to MAPC

1

Andrew DeFranza

From: Wayne Castonguay <wcastonguay@ipswichriver.org>
Sent: Tuesday, May 26, 2015 9:13 AM
To: Andrew DeFranza
Cc: Emilie Cadamartori
Subject: RE: Thanks again

Here you go:

The applicant has satisfactorily addressed all the concerns raised by the Ipswich River Watershed Association in its comment letter dated January 26, 2015. Because many of these measures exceed the minimum environmental standards required by local and state regulations, the project should not adversely affect the environmental resources of the Ipswich River if it is constructed and maintained as proposed."

Wayne

EXHIBIT III

Settlement Agreement

COMMONWEALTH OF MASSACHUSETTS

ESSEX, SS.

SUPERIOR COURT
CIVIL ACTION NO: 1677CV00015

LOU TERRANOVA, ET AL,	}
Plaintiffs,	
v.	
MAPLE WOODS HOUSING, LLC, ET AL.)	
Defendants.	

BINDING TERM SHEET

In full settlement of all claims that arise or may arise in the above entitled action, the parties agree upon the following for the Maple Woods Housing LLC project proposed for 62 Maple Street in Wenham and subject to the 40B Special Permit issued by the Town of Wenham Zoning Board of Appeals ("the project"):

1. The total number of units will be Forty-Five (45) units. Said restriction shall be a permanent restriction running with the property effective upon the issuance of the first building permit.
2. The building will be moved back an additional fifty feet (50') such that the closest portion of the building will be 333' from the Berthiaume home.
3. Maple Woods Housing ("MWH") will reduce the height the building to two stories unless enlarging the building footprint to accommodate 45 units is not feasible due to physical site constraints or would result in significant additional costs. Possible solutions might entail increasing the footprint of the building, but shall not include extensions into the space created in Paragraph #2 above.
4. Most of the windows on each blunt end of the building will be eliminated.
5. The age restriction shall be sixty-two (62) years old, in perpetuity.
6. Contingent upon DHCD's approval the local preference will be seventy per cent (70%).
7. To address abutters' concerns about screening, in addition to the landscaping plan already in the permit, MWH's landscape architect will meet with the Terranova family and the Berthiaume family. They shall design a mutually agreeable plan to address the sight line issues of each and MWH will be responsible for their installation. Said plans will likely involve plantings on the Terranova and Berthiaume properties. MWH's landscape architect will also work with the Berthiaumes to preserve the mature trees (25' or taller) within fifty feet (50') outside of their property line except for dead or diseased or those otherwise problematic for landscape quality.
8. This agreement is contingent upon the approval of the Harborlight Community Partners, Inc. ("HCP") board. Andrew DeFranza, Executive Director, will recommend the agreement to the Board. The agreement is also contingent upon the approval of all Plaintiffs.
9. Plaintiffs will withdraw all objections to the project and in addition will execute a mutually agreeable letter supporting the project and its funding, said letter to be executed by all Plaintiffs, and will take no action, directly or indirectly to oppose the project.
10. This agreement is contingent on MWH receiving all necessary permits and approvals for the project by the Town of Wenham, which MWH will pursue in good faith, and the commitment of at least One Million Dollars (\$1,000,000) in Town funding. MWH agrees to seek funding from the Affordable housing Trust and

AD

CPC. The parties agree to ask the Court to stay the pending litigation until the requests for funding and approval have been made and determined.

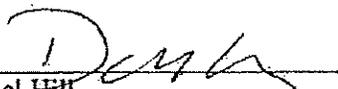
11. With the contingencies of Paragraph #8 & 10 above, this memorandum is intended to be legally binding. Counsel will prepare and the parties will execute all formal settlement documents necessary to implement this agreement including releases and a stipulation of dismissal of all claims with prejudice and without costs.



Lou Terranova,
Plaintiff



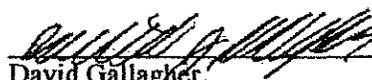
Paul Berthiaume,
Plaintiff



Daniel Hill,
Attorney for all Plaintiffs



Andrew DeFranza,
for Maple Woods Housing, LLC



David Gallagher,
Attorney for Defendant

Monday, January 7, 2018

EXHIBIT IV

Budgets

- Sources and Uses of Funds
- 21-Year Operating Proforma

Section 3 SOURCES AND USES OF FUNDS

Sources of Funds

Private Equity:

81 . Developer's Cash Equity	\$0
82 . Tax Credit Equity (net amount) <i>(See line 360, Section 5, page 18.)</i>	\$10,077,000
83 . Developer's Fee/Overhead, Contributed or Loaned	\$0
84 . Other Source: Local \$ grant to HCP: WCPC and WAHT	\$1,350,000

Optional user calculations

Fed LIHTC			
810,000	0.92		7,452,000
State LIHTC			
700,000	0.75		2,625,000
15,556	per unit		

Public Equity:

85 . HOME Funds, as Grant	\$
86 . Grant: FHLB	\$500,000
87 . Grant:	\$
88 . Total Public Equity	\$500,000

Subordinate Debt (see definition):

	Amount	Rate	Amortiz.	Term
89 . Home Funds-DHCD, as Subordinate Debt	\$825,000	0.00%	30	30
Source: HOME				
90 . Home Funds-Local, as Subordinate Debt	\$300,000	0.00%	30	30
Source: NS HOME				
91 . Subordinate Debt	\$1,000,000	0.00%	30	30
Source: HIF				
92 . Subordinate Debt	\$1,000,000	0.00%	30	30
Source: HSF				
93 . Subordinate Debt	\$1,900,000	0.00%	30	30
Source: AHTF				
94 . Total Subordinate Debt	\$5,025,000			

Permanent Debt (Senior):

	Amount	Rate	Override	Amortiz.	Term	MIP
95 . MHFA FHLB member	\$950,000	4.00%	%	30.00	20.00	%
96 . MHFA MHFA Program 2	\$	%	%	yrs.	yrs.	%
97 . MHP Fund Permanent Loan	\$	%		yrs.	yrs.	%
98 . Other Permanent Senior Mortgage	\$0	4.00%		30.00	20.00	%
Source:						
99 . Other Permanent Senior Mortgage	\$	%		yrs.	yrs.	%
Source:						
100 . Total Permanent Senior Debt	\$950,000					
101 . Total Permanent Sources	\$17,902,000		\$0			

Construction Period Financing:

	Amount	Rate	Term
102 . Construction Loan	\$10,000,000	4.00%	24.0
Source:			
Repaid at:	(event)		
103 . Other Interim Loan	\$0	%	mos.
Source:			
Repaid at:	(event)		
104 . Syndication Bridge Loan	\$0	%	mos.
Source:			
Repaid at:	(event)		

Uses of Funds

The Contractor certifies that, to the best of their knowledge, the construction estimates, and trade-item breakdown on this page are complete and accurate.

Direct Construction:

105 . Who prepared the estimates?

Name *Signature*

106 . Basis for estimates?

	DV	Trade Item	Amount	Description
107 .	3	Concrete		
108 .	4	Masonry		
109 .	5	Metals		
110 .	6	Rough Carpentry		
111 .	6	Finish Carpentry		
112 .	7	Waterproofing		
113 .	7	Insulation		
114 .	7	Roofing		
115 .	7	Sheet Metal and Flashing		
116 .	7	Exterior Siding		
117 .	8	Doors		
118 .	8	Windows		
119 .	8	Glass		
120 .	9	Lath & Plaster		
121 .	9	Drywall		
122 .	9	Tile Work		
123 .	9	Acoustical		
124 .	9	Wood Flooring		
125 .	9	Resilient Flooring		
126 .	9	Carpet		
127 .	9	Paint & Decorating		
128 .	10	Specialties		
129 .	11	Special Equipment		
130 .	11	Cabinets		
131 .	11	Appliances		
132 .	12	Blinds & Shades		
133 .	13	Modular/Manufactured		
134 .	13	Special Construction		
135 .	14	Elevators or Conveying Syst.		
136 .	15	Plumbing & Hot Water		
137 .	15	Heat & Ventilation		
138 .	15	Air Conditioning		
139 .	15	Fire Protection		
140 .	16	Electrical		
141 .		Accessory Buildings		
142 .		Other/misc	\$10,163,475	\$225/sf
143 .		Subtotal Structural	\$10,163,475	
144 .	2	Earth Work	\$250,000	Septic
145 .	2	Site Utilities	\$250,000	Other site
146 .	2	Roads & Walks		
147 .	2	Site Improvement		
148 .	2	Lawns & Planting	\$400,000	Landscape and screening
149 .	2	Geotechnical Conditions		
150 .	2	Environmental Remediation		
151 .	2	Demolition		
152 .	2	Unusual Site Cond		
153 .		Subtotal Site Work	\$900,000	
154 .		Total Improvements	\$11,063,475	
155 .	1	General Conditions		
156 .		Subtotal	\$11,063,475	
157 .	1	Builders Overhead		
158 .	1	Builders Profit		
159 .		TOTAL	\$11,063,475	

160 Total Cost/square foot: Residential Cost/s.f.:

Development Budget:

	Total	Residential	Commercial	Comments
161 . Acquisition: Land	\$1,800,000	\$1,800,000		\$40,000
162 . Acquisition: Building	\$0	\$0		
163 . Acquisition Subtotal	\$1,800,000	\$1,800,000	\$0	
164 . Direct Construction Budget	\$11,063,475	\$11,063,475		(from line 159)
165 . Construction Contingency	\$574,425	\$574,425		5.2% of construction
166 . Subtotal: Construction	\$11,637,900	\$11,637,900	\$0	

General Development Costs:

167 . Architecture & Engineering	\$713,809	\$713,809		
168 . Survey and Permits	\$65,317	\$65,317		
169 . Clerk of the Works	\$36,000	\$36,000		
170 . Environmental Engineer	\$50,000	\$50,000		
171 . Bond Premium	\$110,635	\$110,635		
172 . Legal	\$400,000	\$400,000		
173 . Title and Recording	\$32,500	\$32,500		
174 . Accounting & Cost Cert.	\$30,000	\$30,000		
175 . Marketing and Rent Up	\$25,000	\$25,000		
176 . Real Estate Taxes	\$4,500	\$4,500		
177 . Insurance	\$5,000	\$5,000		
178 . Relocation	\$0	\$0		
179 . Appraisal + Mkt Study	\$16,000	\$16,000		
180 . Security	\$0	\$0		
181 . Construction Loan Interest	\$300,000	\$300,000		1/2 out 1.5 years
182 . Inspecting Engineer	\$30,200	\$30,200		
183 . Fees to: Const loan	\$50,000	\$50,000		5%
184 . Fees to: DHCD	\$25,000	\$25,000		
185 . Fee to Perm L	\$9,500	\$9,500		
186 . Credit Enhancement Fees	\$0			
187 . Letter of Credit Fees	\$0			
188 . Other Financing Fees	\$50,000	\$50,000		
189 . Development Consultant	\$0	\$0		
190 . Other: Holding Inter	\$50,000	\$50,000		Five years holding period
191 . Other: Traffic Study	\$22,000	\$22,000		
192 . Soft Cost Contingency	\$202,546	\$202,546.06		10.0% of soft costs
193 . Subtotal: Gen. Dev.	\$2,228,007	\$2,228,007	\$0	

194 . Subtotal: Acquis., Const and Gen. Dev.	\$15,665,906	\$15,665,906	\$0	
----------------------------------------------	--------------	--------------	-----	--

195 . Capitalized Reserves	\$559,503	\$559,502.92		Replacement, Operation, Lease Up	
196 . Developer Overhead	\$838,295	\$838,295			\$90,000.00
197 . Developer Fee	\$838,295	\$838,295			\$13,865,906.44
198 . Total Development Cost	\$17,902,000	\$17,902,000	\$0	TDC per unit	\$397,822
199 . TDC, Net	\$17,342,497	\$17,342,497	\$0	TDC, Net per unit	\$385,389

\$0 \$1,676,591

21-Year Operating Proforma (Years 1-5)

NOTE: Do not fill out this section. It is automatically filled in by program.

Calendar Year:	Year 1 N/A	Year 2 N/A	Year 3 N/A	Year 4 N/A	Year 5 N/A
INCOME:					
Low-Income, Rental Assisted	\$164,842	\$167,314	\$169,824	\$172,371	\$174,957
Low-Income, Below 50%	305,474	311,584	317,816	324,172	330,655
Low-Income, Below 60%	0	0	0	0	0
Other Income (User-defined)	106,440	108,037	109,657	111,302	112,972
Market Rate	0	0	0	0	0
Gross Potential Income	576,756	586,935	597,297	607,845	618,584
Less vacancy	20,219	20,576	20,939	21,309	21,685
Effective Gross Residential Income	556,537	566,359	576,358	586,536	596,898
Commercial (includes parking)	0	0	0	0	0
Less vacancy	0	0	0	0	0
Net Commercial Income	0	0	0	0	0
Effective Rental Income	556,537	566,359	576,358	586,536	596,898
Other Income: Laundry	0	0	0	0	0
Other Income:	0	0	0	0	0
Other Income:	0	0	0	0	0
Other Income:	0	0	0	0	0
Other Income:	0	0	0	0	0
Other Income:	0	0	0	0	0
Other Income:	0	0	0	0	0
Total Gross Income	556,537	566,359	576,358	586,536	596,898
Operating Subsidies	0	0	0	0	0
Draw on Operating Reserves	0	0	0	0	0
Total Effective Income	\$556,537	\$566,359	\$576,358	\$586,536	\$596,898
EXPENSES:					
Management Fee	33,392	33,982	34,581	35,192	35,814
Administrative	96,721	99,623	102,611	105,690	108,860
Maintenance	86,013	88,593	91,251	93,988	96,808
Resident Services	37,480	38,604	39,763	40,955	42,184
Security	0	0	0	0	0
Electrical	72,000	74,160	76,385	78,676	81,037
Natural Gas	0	0	0	0	0
Oil (heat)	1,500	1,545	1,591	1,639	1,688
Water & Sewer	15,000	15,450	15,914	16,391	16,883
Replacement Reserve	14,400	14,832	15,277	15,735	16,207
Operating Reserve	0	0	0	0	0
Real Estate Taxes	37,500	38,625	39,784	40,977	42,207
Other Taxes	0	0	0	0	0
Insurance	25,000	25,750	26,523	27,318	28,138
MIP	0	0	0	0	0
Other:	0	0	0	0	0
Total Operating Expenses	\$419,006	\$431,164	\$443,679	\$456,563	\$469,825
NET OPERATING INCOME	\$137,531	\$135,195	\$132,679	\$129,974	\$127,073
Debt Service	\$54,425	\$54,425	\$54,425	\$54,425	\$54,425
Debt Service Coverage	2.53	2.48	2.44	2.39	2.33
Project Cash Flow	\$83,106	\$80,770	\$78,253	\$75,548	\$72,648
Required Debt Coverage	\$0	\$0	\$0	\$0	\$0
(Gap)/Surplus for Cov.	\$137,531	\$135,195	\$132,679	\$129,974	\$127,073

21-Year Operating Proforma (Years 6-10)

NOTE: Do not fill out this section. It is automatically filled in by program.

Calendar Year:	Year 6 N/A	Year 7 N/A	Year 8 N/A	Year 9 N/A	Year 10 N/A
INCOME:					
Low-Income, Rental Assisted	\$177,581	\$180,245	\$182,949	\$185,693	\$188,478
Low-Income, Below 50%	337,268	344,014	350,894	357,912	365,070
Low-Income, Below 60%	0	0	0	0	0
Other Income (User-defined)	114,666	116,386	118,132	119,904	121,702
Market Rate	0	0	0	0	0
<i>Gross Potential Income</i>	<i>629,516</i>	<i>640,645</i>	<i>651,975</i>	<i>663,509</i>	<i>675,251</i>
Less vacancy	22,069	22,459	22,856	23,260	23,672
<i>Effective Gross Residential Income</i>	<i>607,447</i>	<i>618,186</i>	<i>629,119</i>	<i>640,248</i>	<i>651,579</i>
Commercial Income	0	0	0	0	0
Less vacancy	0	0	0	0	0
Net Commercial Income	0	0	0	0	0
<i>Effective Rental Income</i>	<i>607,447</i>	<i>618,186</i>	<i>629,119</i>	<i>640,248</i>	<i>651,579</i>
Laundry Income	0	0	0	0	0
Other Income:	0	0	0	0	0
Other Income:	0	0	0	0	0
Other Income:	0	0	0	0	0
Other Income:	0	0	0	0	0
Other Income:	0	0	0	0	0
<i>Total Gross Income</i>	<i>607,447</i>	<i>618,186</i>	<i>629,119</i>	<i>640,248</i>	<i>651,579</i>
Operating Subsidies	0	0	0	0	0
Draw on Operating Reserves	0	0	0	0	0
<i>Total Effective Income</i>	<i>\$607,447</i>	<i>\$618,186</i>	<i>\$629,119</i>	<i>\$640,248</i>	<i>\$651,579</i>
EXPENSES:					
Management Fee	36,447	37,091	37,747	38,415	39,095
Administrative	112,126	115,490	118,955	122,523	126,199
Maintenance	99,712	102,703	105,785	108,958	112,227
Resident Services	43,450	44,753	46,096	47,479	48,903
Security	0	0	0	0	0
Electrical	83,468	85,972	88,551	91,207	93,944
Natural Gas	0	0	0	0	0
Oil (heat)	1,739	1,791	1,845	1,900	1,957
Water & Sewer	17,389	17,911	18,448	19,002	19,572
Replacement Reserve	16,694	17,194	17,710	18,241	18,789
Operating Reserve	0	0	0	0	0
Real Estate Taxes	43,473	44,777	46,120	47,504	48,929
Other Taxes	0	0	0	0	0
Insurance	28,982	29,851	30,747	31,669	32,619
MIP	0	0	0	0	0
Other:	0	0	0	0	0
<i>Total Operating Expenses</i>	<i>\$483,479</i>	<i>\$497,534</i>	<i>\$512,003</i>	<i>\$526,899</i>	<i>\$542,233</i>
NET OPERATING INCOME	\$123,969	\$120,652	\$117,115	\$113,350	\$109,346
Debt Service	\$54,425	\$54,425	\$54,425	\$54,425	\$54,425
Debt Service Coverage	2.28	2.22	2.15	2.08	2.01
Project Cash Flow	\$69,543	\$66,227	\$62,690	\$58,924	\$54,921
Required Debt Coverage	\$0	\$0	\$0	\$0	\$0
(Gap)/Surplus for Cov.	\$123,969	\$120,652	\$117,115	\$113,350	\$109,346

21-Year Operating Proforma (Years 11-15)

NOTE: Do not fill out this section. It is automatically filled in by program.

Calendar Year:	Year 11 N/A	Year 12 N/A	Year 13 N/A	Year 14 N/A	Year 15 N/A
INCOME:					
Low-Income, Rental Assisted	\$191,305	\$194,175	\$197,088	\$200,044	\$203,045
Low-Income, Below 50%	372,372	379,819	387,415	395,164	403,067
Low-Income, Below 60%	0	0	0	0	0
Other Income (User-defined)	123,528	125,381	127,262	129,171	131,108
Market Rate	0	0	0	0	0
Gross Potential Income	687,205	699,375	711,765	724,378	737,220
Less vacancy	24,091	24,518	24,952	25,394	25,844
Effective Gross Residential Income	663,114	674,857	686,813	698,984	711,375
Commercial (includes parking)	0	0	0	0	0
Less vacancy	0	0	0	0	0
Net Commercial Income	0	0	0	0	0
Effective Rental Income	663,114	674,857	686,813	698,984	711,375
Other Income: Laundry	0	0	0	0	0
Other Income: 0	0	0	0	0	0
Other Income: 0	0	0	0	0	0
Other Income: 0	0	0	0	0	0
Other Income: 0	0	0	0	0	0
Other Income: 0	0	0	0	0	0
Total Gross Income	663,114	674,857	686,813	698,984	711,375
Operating Subsidies	0	0	0	0	0
Draw on Operating Reserves	0	0	0	0	0
Total Effective Income	\$663,114	\$674,857	\$686,813	\$698,984	\$711,375
EXPENSES:					
Management Fee	39,787	40,491	41,209	41,939	42,683
Administrative	129,985	133,885	137,901	142,038	146,299
Maintenance	115,594	119,061	122,633	126,312	130,102
Resident Services	50,370	51,881	53,438	55,041	56,692
Security	0	0	0	0	0
Electrical	96,762	99,665	102,655	105,734	108,906
Natural Gas	0	0	0	0	0
Oil (heat)	2,016	2,076	2,139	2,203	2,269
Water & Sewer	20,159	20,764	21,386	22,028	22,689
Replacement Reserve	19,352	19,933	20,531	21,147	21,781
Operating Reserve	0	0	0	0	0
Real Estate Taxes	50,397	51,909	53,466	55,070	56,722
Other Taxes	0	0	0	0	0
Insurance	33,598	34,606	35,644	36,713	37,815
MIP	0	0	0	0	0
Other:	0	0	0	0	0
Total Operating Expenses	\$558,019	\$574,271	\$591,002	\$608,226	\$625,958
NET OPERATING INCOME	\$105,095	\$100,586	\$95,811	\$90,758	\$85,418
Debt Service	\$54,425	\$54,425	\$54,425	\$54,425	\$54,425
Debt Service Coverage	1.93	1.85	1.76	1.67	1.57
Project Cash Flow	\$50,669	\$46,161	\$41,386	\$36,333	\$30,992
Required Debt Coverage (Gap)/Surplus for Cov.	\$0	\$0	\$0	\$0	\$0
	\$105,095	\$100,586	\$95,811	\$90,758	\$85,418

21-Year Operating Proforma (Years 16-21)

NOTE: Do not fill out this section. It is automatically filled in by program.

Calendar Year:	Year 16	Year 17	Year 18	Year 19	Year 20	Year 21
	N/A	N/A	N/A	N/A	N/A	N/A
INCOME:						
Low-Income, Rent. Astd.	\$206,090	\$209,182	\$212,319	\$215,504	\$218,737	\$222,018
Low-Income, Below 50%	411,128	419,351	427,738	436,293	445,019	453,919
Low-Income, Below 60%	0	0	0	0	0	0
Other Income (User-defines)	133,075	135,071	137,097	139,153	141,241	143,359
Market Rate	0	0	0	0	0	0
<i>Gross Potential Income</i>	750,293	763,603	777,154	790,950	804,996	819,296
Less vacancy	26,303	26,769	27,244	27,728	28,220	28,722
<i>Eff. Gross Res. Income</i>	723,991	736,834	749,910	763,222	776,776	790,574
Commercial Income	0	0	0	0	0	0
Less vacancy	0	0	0	0	0	0
Net Commercial Income	0	0	0	0	0	0
<i>Effective Rental Income</i>	723,991	736,834	749,910	763,222	776,776	790,574
Other Income: Laundry	0	0	0	0	0	0
Other	0	0	0	0	0	0
Other	0	0	0	0	0	0
Other	0	0	0	0	0	0
Other	0	0	0	0	0	0
Other	0	0	0	0	0	0
Other	0	0	0	0	0	0
<i>Total Gross Income</i>	723,991	736,834	749,910	763,222	776,776	790,574
Operating Subsidies	0	0	0	0	0	0
Draw on Operating Res.	0	0	0	0	0	0
<i>Total Effective Income</i>	\$723,991	\$736,834	\$749,910	\$763,222	\$776,776	\$790,574
EXPENSES:						
Management Fee	43,439	44,210	44,995	45,793	46,607	47,434
Administrative	150,688	155,209	159,865	164,661	169,601	174,689
Maintenance	134,005	138,025	142,166	146,431	150,823	155,348
Resident Services	58,393	60,144	61,949	63,807	65,721	67,693
Security	0	0	0	0	0	0
Electrical	112,174	115,539	119,005	122,575	126,252	130,040
Natural Gas	0	0	0	0	0	0
Oil (heat)	2,337	2,407	2,479	2,554	2,630	2,709
Water & Sewer	23,370	24,071	24,793	25,536	26,303	27,092
Replacement Reserve	22,435	23,108	23,801	24,515	25,250	26,008
Operating Reserve	0	0	0	0	0	0
Real Estate Taxes	58,424	60,176	61,982	63,841	65,756	67,729
Other Taxes	0	0	0	0	0	0
Insurance	38,949	40,118	41,321	42,561	43,838	45,153
MIP	0	0	0	0	0	0
Other:	0	0	0	0	0	0
<i>Total Operating Expenses</i>	\$644,213	\$663,007	\$682,355	\$702,275	\$722,782	\$743,896
NET OPER. INC.	\$79,778	\$73,827	\$67,555	\$60,948	\$53,993	\$46,679
Debt Service	\$54,425	\$54,425	\$54,425	\$54,425	\$54,425	\$0
Debt Service Coverage	1.47	1.36	1.24	1.12	0.99	N/A
Project Cash Flow	\$25,352	\$19,402	\$13,129	\$6,522	(\$432)	\$46,679
Required Debt Coverage	\$0	\$0	\$0	\$0	\$0	\$0
(Gap)/Surplus for Cov.	\$79,778	\$73,827	\$67,555	\$60,948	\$53,993	\$46,679

EXHIBIT V

Schedule

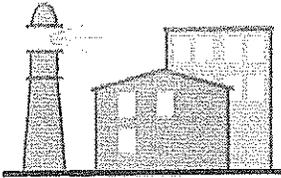
**Maple Woods
Projected Development Schedule**

January 2019	Submit Wenham CPC funding application
March 2019	Submit Wenham Housing Trust funding application
March 2019	Submit North Shore HOME funding application
Spring 2019	Finalize legal settlement
Summer 2019	Finalize revised plans with 45 units (instead of 60 units)
August 2019	Submit FHLB funding application
February 2020	Submit State DHCD funding application
August 2020	All funding committed to project
March 2021	Closing, start construction
September 2021	Construction 50% complete
March 2022	Construction completion, residents begin to move in

EXHIBIT VI

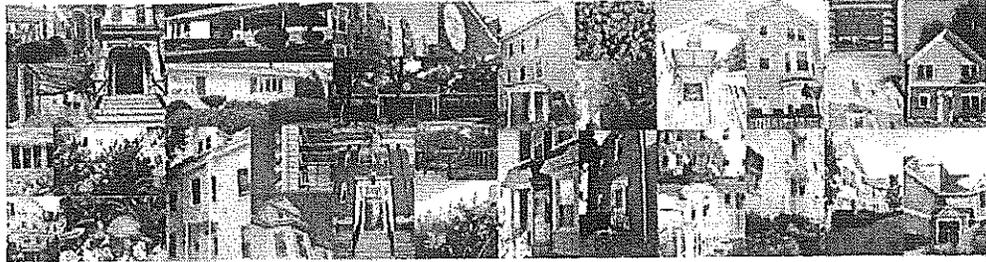
Harborlight Community Partners Information

- **Affordable Housing & Management Portfolio Overview**
 - i. Rockport High School Apartments
 - ii. Boston Street Crossing
 - iii. Harborlight House
- **Resumes**
 - i. Andrew DeFranza, Executive Director, HCP
 - ii. Kristin Carlson, Director of Real Estate Development, HCP
 - iii. Timothy Donovan, Chief Operating Officer, HCP
 - iv. Yvonne Graham, Manager of Property Management and Compliance, HCP
 - v. Thaddeus Siemasko, AIA, Principal, SV Design



Harborlight Community Partners

Providing Homes & Community Support



HARBORLIGHT COMMUNITY PARTNERS, BEVERLY MA AFFORDABLE HOUSING AND MANAGEMENT PORTFOLIO

PEABODY

Senator Frederick E. Berry H.E.A.R.T. Homes (8 units)

Two community based houses for eight low income seniors in need of 24-hour care. Owned and managed by HCP with services delivered by Associated Home Care and funded by Element Care.

- Tax Exempt Bond Financing

BEVERLY

Harborlight House Senior Supportive Housing (30 units)

Affordable senior housing owned by an HCP subsidiary and managed by HCP, with a wide range of on-site supportive services provided in partnership with Associated Home Care and Element Care

- Low income housing and Historic tax credits
- HOME
- Housing Innovation Fund
- Community Development Block Grant
- Federal Home Loan Bank AHP
- MRVP Vouchers

Turtle Creek Senior Housing with Supportive Services (109 units)

Affordable senior housing owned by an HCP subsidiary and managed by HCP. Supportive services provided in partnership with SeniorCare and Associated Home Care

- Project Based Section 8
- 223 F Loan
- Low Income Housing Tax Credits
- HOME

Turtle Woods Senior Housing with Supportive Services (67 units)

Affordable senior housing managed by HCP. Originally sponsored by First Baptist Church in Beverly. Supportive services provided in partnership with SeniorCare and Associated Home Care

- HUD 202 PRAC
- Project Based Section 8

Family Housing: Eight Multi Family Buildings (20 rental units; 2 first time buyer units)

Family housing portfolio which includes 20 units of affordable rental housing in eight buildings owned and managed by HCP. Two units of land trust first time buyer housing.

- Tax Exempt Bond Financing
- Community Development Block Grant
- Housing Innovation Fund
- HOME
- Mobile Section 8 Vouchers

IPSWICH

Whipple Riverview Place Senior Housing with Supportive Services (10 units)

Affordable senior housing owned by an HCP subsidiary and managed by HCP.

- Affordable Housing Trust Fund
- Community Based Housing
- Federal Home Loan Bank AHP
- HOME
- Project Based Section 8
- Town Land Lease

HAMILTON

Firehouse Place Individual Housing and Food Pantry (4 units)

Managed by HCP and owned by an HCP subsidiary, affordable housing and a commercial area for the Acord Food Pantry

- Community Preservation Funding
- Community Based Housing
- Housing Innovation Fund
- HOME
- Affordable Housing Trust Fund
- Project Based Section 8

ROCKPORT

Pigeon Cove Ledges Senior Housing with Supportive Services (30 units)

Affordable senior housing managed by HCP and owned by an HCP subsidiary. Supportive services provided in partnership with SeniorCare.

- USDA 515 Loan
- USDA Rental Assistance Vouchers
- HOME
- Community Preservation Funding
- Rockport Housing Trust

Rockport High School Senior Housing with Supportive Services (31 units)

Affordable senior housing managed by HCP and owned by an HCP subsidiary. Supportive services provided in partnership with SeniorCare

- USDA 515 Loan
- USDA Rental Assistance Vouchers
- Local Bank
- Town Land Lease
- HOME
- Community Preservation Funding
- Low Income Housing Tax Credits

WENHAM

Family Housing Unit

Friend Court: affordable family housing unit owned by Wenham Affordable Housing Trust and Managed by HCP.

- HOME
- Wenham Affordable Housing Trust

SALEM

Boston Street Crossing Supportive Housing for Homeless Individuals (26 units)

Two buildings of permanent supportive housing for formerly homeless adults. Owned by HCP subsidiary and managed by HCP. Services and case management provided by Lifebridge, Salem. Phase 2 currently under construction.

- Tax Exempt Bond
- Low Income Housing Tax Credits
- DHCD Various
- HOME
- Community Preservation Fundings
- MRVP Vouchers

MARBLEHEAD

Family Housing (4 Units)

Sewall Building family affordable housing. Owned by HCP subsidiary Marblehead Community Housing Corporation and managed by HCP.

- Federal Home Loan Bank AHP
- Housing Innovation Fund
- HOME

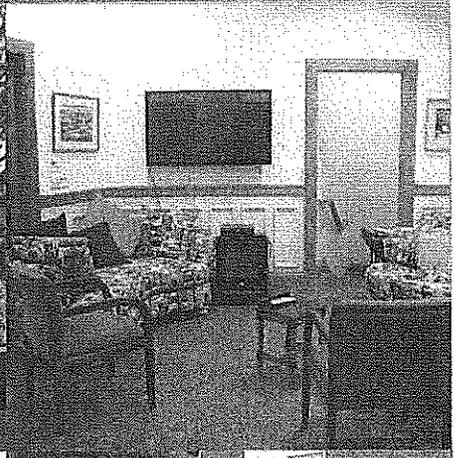
OTHER: GLOUCESTER

Community Land Trust of Cape Ann - 49 units

Affordable first time buyer family housing. HCP owns the land while monitoring affordable sales.



Rockport High School Apartments



Project Highlights

Rockport High School Apartments has a rich history and stately charm, and represents 20% of all Rockport's affordable housing. The building served as the high school for many decades, and today offers a wonderful location for this affordable senior housing residence. Original black boards and coat hooks can still be found within its 31 units!

Improvements to the building and units include:

- Community kitchen area moved to upper level to make accessible by all and updated with new cabinets and appliances
- Window replacement in process
- Back up generator to power elevator and enhance security
- New washer and dryer facilities
- New accessible features including a new exterior ramp
- New common area lighting and common seating area updated
- Unit improvements have begun and include new refrigerators, cabinets, fixtures, paint and appliance updates.



Project Partners:

- Town of Rockport
- DHCD
- USDA
- North Shore HOME Consortium Funding 2012 & 2014

Anticipated TIMELINE

HCP seeks & acquires Selectman support 2012 (while pursuing USDA Funding)

HCP seeks & achieves town support via CPA funding at Town Meeting, Fall 2012

HCP assumes the lease of RHS, ensuring affordability for 99 years, December 2013

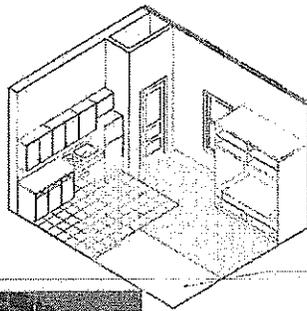
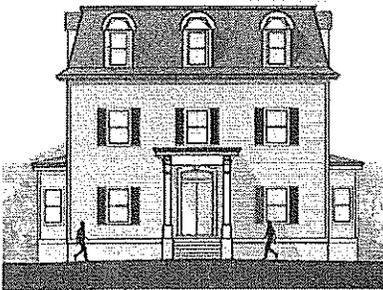
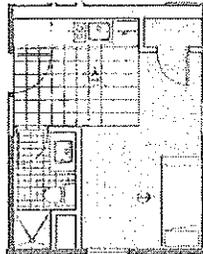
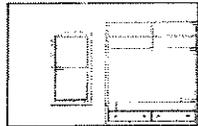
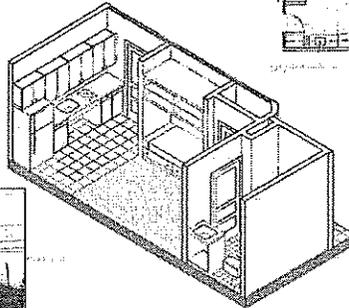
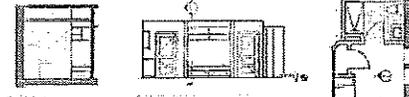
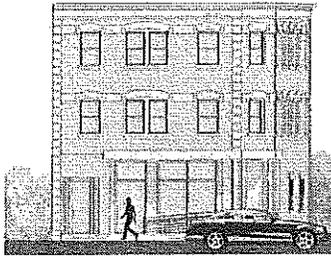
Ongoing improvements to units and common areas 2014-present

For more information about this, or other HCP projects, please visit www.harborlightcp.org or contact Andrew DeFranza, Executive Director, at adefranza@harborlightcp.org or 978-922-105 x 207.



Harborlight
Community
Partners

Boston Street Crossing, Salem



HCP Boston Street (643)
Siemasko + Verbridge
A1.14

HCP BOSTON ST (4179)
Siemasko + Verbridge
A1.04

Project Highlights

Boston Street Crossing is a response to the need for supportive housing for formerly homeless individuals and is connected to the regional needs as directed from the Mayors Regional Homelessness Task Force.

The Boston Street Crossing vision:

- 26 Studio apartments for independent living
- 43 Boston Street: 12 Units 179 Boston Street: 14 Units for a total of 26 New Units
- Permanent Supportive Housing
- Improved property management
- Collaboration with Lifebridge of Salem to provide case management and supportive services
- Significant investment in two older buildings with updates and renovations, inside and out
- Will add to the tax base of the Salem community (HCP pays property taxes in our host communities)

Project Partners:

- Siemasko + Verbridge
- Lifebridge
- Boston Private
- Institution for Savings
- MHIC
- MassDevelopment
- CEDAC
- DHDC
- North Shore Home Consortium
- City of Salem HOME
- City of Salem CPC

Anticipated TIMELINE

Negotiated purchase of buildings, met with public officials/ community groups, Spring/Summer 2015

Due diligence Summer 2015 & secured permit, Fall 2015

Received funding from State and local partners, Summer 2016

Projected construction start, April 2017

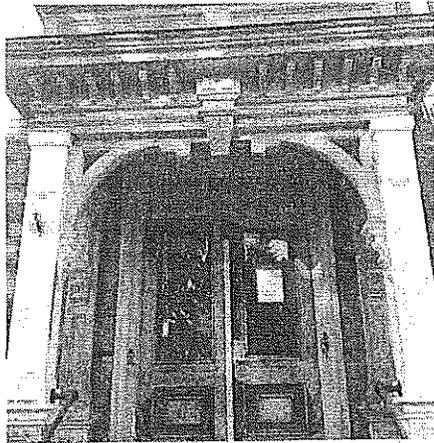
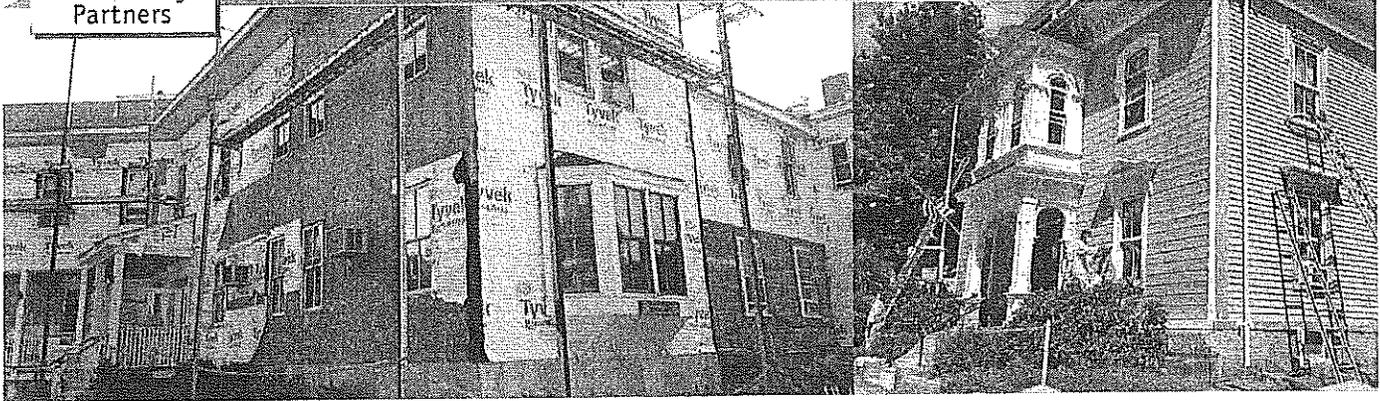
Projected project completion and occupancy, Spring 2018

For more information about this, or other HCP projects, please visit www.harborlightcp.org or contact Andrew DeFranza, Executive Director, at adefranza@harborlightcp.org or 978-922-105 x-207.



Harborlight
Community
Partners

Harborlight House, Beverly



Project Highlights

Harborlight House is the flagship property of Harborlight Community Partners. The stately historic home was the first property founded by the First Baptist Church in Beverly in 1963.

Harborlight House serves very low-income seniors in need who might otherwise require nursing home care. It is a warm, friendly and supportive environment offering daily enrichment opportunities in tandem with needed nursing care.

Harborlight House Renovations and Improvements include:

- State-supported housing vouchers for each unit to ensure affordability.
- Dining Room expanded (to accommodate mobility needs)
- Many units reconfigured to increase average unit size, adjusted for increased mobility equipment
- Kitchenettes will be added to each unit
- Siding, insulation and sealing up the exterior for energy efficiency
- HLH will have a new roof, new boiler and mechanical systems to improve energy efficiency and ensure comfort of our senior residents
- Number of units will shift from 35 to 30 due of the expansion of the unit space
- Elevator will be upgraded
- A new emergency call system will be installed throughout
- New flooring and paint in all common areas
- Water efficient fixtures for all units

Harborlight House Renovation Project

Funders and Financing Partners:

- MA Department of Housing & Community Development
- Mass Development
- Massachusetts Housing Investment Corporation
- Eastern Bank
- East Boston Savings Bank
- Community Economic Development Assistance Corporation
- Federal Home Loan Bank of Boston
- North Shore HOME Consortium
- City of Beverly Community Development Block Grant & HOME
- City of Beverly Community Preservation Funds

Developer: Harborlight Community Partners
Contractor: The Martins Companies
Architect: Siemasko & Verbridge

www.harborlighthosp.org



Anticipated TIMELINE

Dec 2015 HCP Receives Grant & Housing Vouchers from MA DHCD

August 2015
Construction Begins

July 2016
Construction Complete

For more information about this, or other HCP projects, please visit www.harborlighthosp.org or contact Andrew DeFranza, Executive Director, at adefranza@harborlighthosp.org or 978-922-1051 x207.

Andrew DeFranza

Education

M.S. Community Economic Development *Southern New Hampshire University*

M.A. Theology: Social Ethics *Gordon-Conwell Theological Seminary*

- Social Ethics Award recipient
- Magna Cum Laude

Continuing Certified Credit Compliance Professional C⁴P in the Low Income Housing Tax Credit Program, Spectrum Seminars, Inc.

Honors

Peter J. Gomes Service Award-Congressman Moulton (2016)

Community Partners Special Recognition Award-Senior Care (2016)

Ann Gelbspan Partners in Community Award-WIHED (2016)

MHIC Excellence in Affordable Housing Award (2014) (With HCP)

River House Hero Award (2013)

North Shore 100 (2009)

Milwaukee Urban League Young Professionals: Community Achiever Award

North Shore United Way Unsung Hero Award (2004)

Mass Dept of Public Health Outstanding Outreach Educator Award (2004)

Professional Experience

Executive Director

Harborlight Community Partners (2007-present)

As Executive Director of Harborlight Community Partners I took over a group of related non profits and guided them through a merger process to sharpen commitment to mission and create an organizational infrastructure capable of creating and managing affordable housing on a more regional basis. In 2009 HCP then merged in three other local affordable housing entities, refinanced their portfolio with a tax exempt bond and provided capital improvements. In 2011 HCP opened the first community supported affordable housing project in Hamilton MA and closed on a preservation transaction to protect the affordable elderly housing at Pigeon Cove Ledges in Rockport. In 2012 HCP merged in the Community Land Trust of Cape Ann, partnered with Marblehead Community Housing Corp., and contracted with the River House Shelter to salvage and revitalize their struggling homeless shelter and permanent housing program. In 2013 we partnered with the Women's Institute for Housing and Economic Development to manage three other supportive housing buildings. We have been consistently structuring effective and creative transactions to build, preserve, and renovate affordable housing in the region. Currently we operate or support 414 units of housing in 9 communities with an active pipeline. We recently finished a refinancing and occupied renovation of Harborlight House, a unique model for service enriched housing for fixed income seniors. In 2016 Congressman Seth Moulton kindly provided me with the inaugural Peter J. Gomes Service Award.

Executive Director

Guest House—Milwaukee, WI (2005-2007)

As Executive Director I oversaw the restructuring and resurgence of a failing agency. I reorganized the staffing pattern and delivery service mechanisms eventually having responsibility for 25-30 staff and another 25-35 partners who provided service to homeless men in our emergency shelter, transitional housing, permanent supportive housing, addiction treatment, and Safe Haven programs. Between the spring of 2005 and early 2007 we added 74 slots of permanent supportive housing for homeless disabled men. During this time we also increased our annual budget size 200%, to over \$3,000,000, while maintaining a surplus each year. I supervised the financial and budget systems while managing 13 government contracts along with a myriad of private grants significantly increasing our revenue support from Federal, County, State and private sources. I was responsible for the majority of the fundraising efforts including significant writing and extensive public speaking. I represented the agency to public institutions, politicians, civic groups, faith based entities, and partner organizations. I was responsible for interacting with the board and providing vision, strategic direction, and planning for the overall agency. My final venture involved bringing a 24 unit permanent supportive housing facility to Milwaukee utilizing low income housing tax credits and a variety of funding sources via a partnership with Heartland Alliance.

Community Outreach Director

Beverly Bootstraps—Beverly, MA (1999-2004)

In this role I was grateful for the opportunity to work on many different levels within the world of community development and social services on Boston's North Shore. Among other things I ran the first winter shelter in the City, created a program to provide low-income children with school supplies, and started a free tax clinic for local residents. While much of my time was spent on case and crisis management for hundreds of low-income families and individuals, I was also responsible for the development, budgeting and operation of various empowerment programs. In this process I supervised the work of other staff members, interns, and many volunteers. In partnership with others I also participated in strategic planning and diverse development activities including public speaking, grant writing, and fund-raising events. One of my greatest strengths in this role was my ability to network with other social service agencies, city officials, government offices, police, businesses and educational institutions both public and private. As the Community Outreach Director I interacted with people from an array of income, ethnic and power groups in an attempt to improve the quality of life for low income families and individuals.

KRISTIN CARLSON

SUMMARY

Real estate professional with more than 15 years of experience in development, architecture and construction, seeking project management role within the real estate development industry. Licensed architect with strong leadership skills and experience with multiple project types, including affordable multi-family housing. Excellent communication, quantitative and analytical skills, and ability to coordinate large project teams. Experience in real estate financial modeling, asset management, zoning and permitting, and market research.

EDUCATION

- 2011 **Massachusetts Institute of Technology** Cambridge, MA
Master of Science in Real Estate Development and Master of City Planning
- 1998 **Syracuse University, School of Architecture** Syracuse, NY
Bachelor of Architecture, cum laude

EXPERIENCE

- 2016 - present **Harborlight Community Partners** Beverly, MA **Director of Real Estate Development**
- Work directly with Executive Director on multiple affordable housing development projects. Responsible for implementation of new projects, including feasibility studies, management of design and construction consultants, applications for funding, closings, construction, and working with lease-up staff. Projects include new construction, renovation, and refinancing.
- 2012 - 2016 **Neighborhood of Affordable Housing** East Boston, MA **Project Manager**
- Managed multiple development projects, including new construction, historic renovations, and refinancing. Project lead on a \$32.5 million mixed-income, mixed-use new construction project. Created proformas for new prospects, and coordinate RFPs. Prepared financing applications and source funding, and assisted Development Director with all stages of current projects.
- 2011 - 2012 **Wells Fargo Bank - Community Lending & Investing** Boston, MA **Tax Credit Asset Manager**
- Managed a portfolio of approximately 70 affordable housing and historic tax credit properties. Responded to general partner requests including refinancing and disposition. Monitored and reported on financial performance and compliance, and worked with general partners to resolve various issues.
- May - July 2011 **Initiative for a Competitive Inner City** Boston, MA **Senior Consultant**
- Hired for temporary role in MacArthur-funded research project, examining the role of the construction and development industries in inner city economic development.
 - Performed original research and co-wrote final paper.
- Summer 2010 **The Community Builders** Boston, MA **Development Intern**
- Worked closely with the senior vice president on prospecting new deals under the federal Neighborhood Stabilization Program (NSP2). Tasks included broker contact and market research.
 - Led intern team in developing and writing substantial amendment to HUD grant application.
 - Compiled database on banks' Community Redevelopment Act investment activities.
- Summer 2009 **Jonathan Rose Companies** New York, NY **Development Intern**
- Assisted with closing documents, researched solar tax credits and coordinated the arts component of a competition-winning 200-unit green, affordable housing development.
 - Coordinated schedule for marketing and lease-up of a new 85-unit mixed-income housing development.
 - Led architectural coordination for a new, LEED Silver 46-unit affordable housing development. Prepared closing due diligence documents and revised the proforma.
- 2006 - 2008 **CBT Architects** Boston, MA **Project Architect**
- Led a 10-person architectural and consultant team in the \$20M gut renovation of a Class A office tower lobby and adjacent plaza, designed to reposition the building.
 - Coordinated senior designers and junior staff within a collaborative team to produce schematic designs for four new dormitory buildings at Champlain College.
- 2002 - 2006 **Durkee Brown Viveiros and Werenfels** Providence, RI **Project Manager**
- Led a 10-person architectural and consultant team in the design, coordination and construction documentation for a new 40-unit affordable housing development. Worked closely with the partner in charge to resolve complex wetlands site issues and bring the project through public hearings.
 - Directed zoning research and urban design for the redevelopment of several city blocks to provide 30 new units of infill housing.

- 2001 - 2002 **Barr and Barr Builders** Boston, MA Field Engineer
- Coordinated, scheduled and supervised structural, MEP and finish trades in the \$25M renovation of the 150-year old Boston Athenaeum Library. Prepared, coordinated and reviewed RFIs and managed communications with the architects.
- 2000 - 2001 **Americorps, Portland Habitat for Humanity** Portland, OR Team Leader
- Created a timeline for future housing development projects, coordinating land acquisitions with the requirements of varied funding sources.
 - Led up to 20-person groups of volunteers on housing construction sites through all phases of construction.
- 1999 - 2000 **Schwartz/Silver** Boston, MA Designer
- Worked with a 15-person architectural and consultant team in the design and construction documentation for the renovation of the Boston Athenaeum Library. Led structural coordination and assisted project manager during construction.

HONORS AND AFFILIATIONS

- Assistant Treasurer, Saint Michael's Episcopal Church, Marblehead
- Licensed Architect
- LEED Green Associate
- First Place, Boston Home Loan Bank Affordable Housing Development Competition
- Instructor, Boston Architectural Center, foundation and graduate level architectural design studios
- Twice ran the Boston Marathon with the Leukemia and Lymphoma Society
- Outward Bound School, sailing and backpacking, student and volunteer

Timothy M. Donovan

Senior Executive Summary Chief Financial Officer / Chief Operating Officer

An accomplished real estate professional with experience in business leadership, problem solving, and working with Board of Directors, Lenders, Equity Investors, and Attorneys. An innovative and results driven leader focused on achieving consistently exceptional outcomes in a highly competitive businesses.

Areas of strength:

- Employee Engagement
 - Operational and Strategic Planning
 - Operating / Capital Budgeting
 - Financial Reporting and Operations
 - Process Optimization
 - Turnarounds and Workouts
 - Real Estate Capital Structures
 - Section 42 Low Income Housing Tax Credits, Section 8 Programs and Market
-

Professional Experience

State Street Bank and Trust, Boston, MA State Street Global Services – Alternative Investment Solutions (AIS) Global Head of Real Estate 2012 – Current

As a Senior Managing Director (SVP) in Alternative Investment Solutions responsibilities include leading the global team responsible for real estate fund administration for assets excess of \$190B, including open and closed end structures, separate accounts, private and public funds.

Responsibilities include all aspects of the global operations of the business and leading a team of 175 professionals in 7 locations (Atlanta, San Francisco, London, Frankfurt, Milan, Singapore, and Tokyo) to accomplish aggressive revenue, expense and operational transformation goals. The team includes approximately 125 accounting professionals and 50 IT professionals responsible for the financial and investment reporting for approximately \$191BB of real estate assets globally. Additional responsibilities include driving market share, revenue growth, partnering with technology and HR business partners, and marketing strategies for the business. Accomplishments to date include:

- Managed the Morgan Stanley Real Estate Investment (MSREI) lift out, IT migration and integration of the MSREI team into State Street on time and ahead of budget – exceeded year one deal model by 42%
 - Working with the team decreased quarterly deliverables cycle times by 25%
 - Negotiated, closed, migrated and integrated a second lift out of a MSREI treasury team to complete our real estate solution
 - Consistent generation of year over year of positive operating leverage
 - Gained the confidence of AIS leadership by consistently meeting or exceeding business and personal development goals
-

BEACON COMMUNITIES, Boston, MA

Information Classification: General

Chief Executive Officer, Beacon Residential Management 2009 – 2011

Beacon Communities consists of four real estate operating companies including Beacon Residential Management, the provider of property management and asset management services for over 12,000 apartments. Responsibilities include insuring compliance with operating and partnership agreements and approval of corporate and partnership annual operating budgets, including major capital expenditures. Accomplishments include:

- Led a core team of professionals in key areas of the organization including Human Resources, Accounting, Tax, Risk Management, Property Management and IT
 - Known for building and motivating cross-functional teams that have added value through recommendations and implementation of process improvements
 - Created and executed a plan transforming our Low Income Housing Tax Credits LIHTC Compliance function from a cost center into a revenue generator
 - Created a team-work based culture that supports the execution of the organization's growth goals while achieving the delivery of quality housing to our residents
 - Led the planning and successful execution for a 50% growth in the number of properties under management
 - Implemented and oversaw the first employee survey in the history of the company. Results were used to create an employee engagement improvement plan.
-

Chief Financial Officer / Chief Operating Officer 1998 – 2009

As Chief Financial Officer responsibilities included the accuracy and integrity of financial information, internal controls and related systems, compliance with the requirements of all partnership and operating agreements, budgeting, forecasting, financial reporting, tax, risk management and treasury. In addition, responsibilities as Chief Operating Officer included the day-to-day operational oversight of Beacon Residential Management and asset management. Accomplishments include:

- Assessed and implemented a plan to reduce the operational weaknesses of the accounting department and property management company. This plan resulted in cost reductions and increased productivity, including the consolidation of multiple software solutions through the selection and implementation of YARDi in 2001. Improvements included timely reporting of results, increased accuracy, access to information and reduced year-end audit and tax preparation time by 35-40%;
 - Completed the buy-out of inactive partners from the operating companies;
 - Assisted Human Resources to improve compensation and benefits packages to attract top talent;
 - Served as CFO for BCI Development, a Joint Venture between Beacon and Corcoran Jennison of Boston. The JV developed 11 properties through the HOPE VI program with a total development cost of \$240m;
 - Negotiated, closed and managed a \$4m unsecured Line of Credit;
 - Negotiated annual property and general liability insurance renewals with various insurance carriers resulting in stable premiums without sacrificing quality coverage. In 2003, saved \$500,000 by implementing an SIR on GL coverage in a difficult market;
 - Successfully acted as court appointed receiver resulting in the payment of approximately \$3m to creditors; and
 - In May, 2008 led the Executive Committee in the creation and implementation of a strategic plan to protect the organization and position it for success following the financial downturn.
-

THE GATEHOUSE GROUP, Boston, MA

Information Classification: General

Vice President of Finance
1994 – 1998

The Gatehouse Group of Companies was a startup multi-family developer of Section 42 properties and manager of apartment communities in Massachusetts, Rhode Island and Florida. Gatehouse developed approximately 3,000 units through new construction, historic re-use or rehabilitation using a complex combination of city, state and federal resources including LIHTC. In addition, Gatehouse took over troubled assets for a major Boston, MA syndicator. In this role the Gatehouse team used its expertise in finance and property management to protect the syndicator's investments and insured the achievement of projected returns to investors. Responsibilities included:

- Creation of scalable accounting systems;
- Reporting and internal control systems;
- LIHTC compliance systems;
- Assisting in the financing of new and existing assets; and,
- Insurance, treasury and general HR responsibilities.

CONGRESS REALTY GROUP OF COMPANIES, Boston, MA
Corporate Controller
1991 – 1994

Congress Realty Group was a full service provider of real estate services including syndication, property management, and consulting. In addition to my day-to-day responsibilities, I assisted the Chief Financial Officer and the organization's Principle in our role as Bankruptcy Trustee for the United States Bankruptcy Court. Responsibilities included:

- Day-to-day operations of the property and corporate accounting functions;
- Treasury;
- Investor services;
- NASD compliance reporting; and
- Supporting the acquisition and disposition teams on transactions.

ROBERT ERCOLINI AND COMPANY, Boston, MA
Audit Senior
1987 – 1991

A CPA firm specialized in providing industry-specific assurance, accounting, tax and business consulting services to leading organizations. Primary responsibilities included the audit and tax work of many of Boston's leading real estate firms.

Education

- Merrimack College, BS Accounting 1987

Affiliations

Information Classification: General

- St. Mary's Regional High School, Lynn, MA
Board of Advisors 2005 – current
 - St. Mary's Regional High School, Lynn, MA
Founding Member Board of Trustees 2003 – 2005
 - St. Mary's Regional High School, Lynn, MA
Co-Chair Connell Center Building Committee 2002 – 2003
 - Merrimack College, North Andover, MA
Board of Trustees 2005- 2006
 - Rental Housing Association, Boston, MA
Board of Directors 2009-2010
-

References

Available upon request.

Yvonne M. Graham
6 Hobart Avenue
Beverly, Massachusetts 01915
(H) 978-922-0947 (C) 978-578-0127
YMG6@comcast.net

EXPERIENCE

Property Management Director (2000-Present) Harborlight Community Partners; Beverly, MA

Currently overseeing 13 properties across the North Shore, including all property managers, resident services, maintenance, administrative and leasing staff. Interface with local, state and federal agencies including DHCD, MassHousing, FHLB, HUD and Rural Development. Responsible for ensuring that properties are in compliance with all program regulations related to multiple finance layering including DHCD and HOME funding requirements. Conduct annual site inspections from funders and syndicators. Develop, monitor and oversee all site management related programs, policies, plans, rules, regulations, contracts and agreements in accordance with the company's mission and policies and procedures. Carry out supervisory responsibilities in accordance with the organization's policies and applicable laws including all hiring and performance reviews. Train employees and supervise assigned tasks. Work with resident groups and address complaints and resolve problems as needed. Perform any needed crisis intervention and work with local social service agencies. Proficient in implementing, training and supporting staff in the use of RealPage including accounts receivable, maintenance work order module, etc. Implement and perform housing lotteries for new projects. Supervise occupied rehab projects in a supportive housing environment.

Accounting Administrator/Office Manager (1995-2000) Eastport Real Estate Services; Waltham, MA

Provide administrative and accounting support to President and Vice President. Prepare monthly financial packages for several properties. Oversee and track firm's office revenues, expenses and other overhead related costs. Bill and collect monthly fees as well as in-house personnel reimbursements. Oversee office staff. Responsible for accounting start-up and maintenance of all development projects. Assist Property Managers in monitoring building maintenance and resolution of outstanding issues. Implemented work order system on Aware Manager. Monitor and maintain payroll. Assist with management of superintendents. Act as liaison between accounting firm and in-house accounting staff. Responsible for computer software/hardware installations and problems. Proficient in Microsoft Office and Quickbooks.

EDUCATION

Mass Bay Community College, Wellesley, MA
Fisher Junior College, Boston, MA – AA in Accounting and Business Administration

CERTIFICATIONS

Notary Public, State of Massachusetts

PROFESSIONAL CREDENTIALS

Certified Occupancy Specialist Advanced, Certified Manager of Housing, Certified Manager of Maintenance, Tax Credit Specialist, Management Occupancy Review Specialist, Senior Housing Specialist, Site Based Budgeting Specialist, Fair Housing Specialist; National Center of Housing Management

Low Income Housing and Tax Credit Specialist (C10P), S.T.A.R. Recipient RD Housing; Spectrum Companies



Thaddeus S Siemasko, AIA

Principal

Thad founded the firm's architecture practice in 1987 with a driving passion to create exceptional structures for living, learning and work. The projects he designs are timeless in style, highly functional, thoughtfully placed in the landscape and carefully woven into the fabric of their communities. Thad's experience spans a wide range of project types and purposes, including academic institutions, commercial facilities, and single- and multi-family residences. He is a Beverly resident who plays an active role in the North Shore business community, serving on local boards and formerly as President of the Rotary Club. Thad's idea of unwinding is tackling house projects at his cottage in Wellfleet. He never puts his feet up, but if he did he'd likely be sporting handmade Italian loafers.

RELEVANT Project Experience

- **Harborlight Community Partners**
–Harborlight House
Beverly, Massachusetts
- **Harborlight Community Partners**
–Maple Street Housing
Wenham, Massachusetts
- **Harborlight Community Partners**
–Rockport Granite Street Housing
Rockport, Massachusetts
- **Harborlight Community Partners**
–Rockport High School Housing
Rockport, Massachusetts
- **Harborlight Community Partners**
–Anchor Point Housing
Beverly, Massachusetts
- **Harborlight Community Partners**
–Turtle Woods
Beverly, Massachusetts
- **Harborlight Community Partners**
–Cabot Street Housing
Beverly, Massachusetts

- **Harborlight Community Partners**
–Boston Street Crossing
Salem, Massachusetts
- **Harborlight Community Partners**
–Turtle Creek
Beverly, Massachusetts
- **Harborlight Community Partners**
–Firehouse Place
Beverly, Massachusetts
- **Harborlight Community Partners**
–Pigeon Cove
Rockport, Massachusetts
- **North American Family Institute Housing** –Haverhill
Haverhill, Massachusetts
- **North American Family Institute Housing** –Methuen
Methuen, Massachusetts
- **North American Family Institute Housing** –Wilmington
Wilmington, Massachusetts

Professional Affiliations

- American Institute of Architects (AIA)
- Certified by National Council of Architectural Registration Boards (NCARB)
- Registered in MA, ME, NH, VT, NY, RI and FL
- **Community Involvement**
- Vice Chair/Vice President, Cabot Performing Arts Center
- Beverly Rotary Club, President 2011–2012
- Beverly Regional YMCA Board of Directors, past member
- Beverly Main Streets Board of Directors, past member
- City of Beverly Building Commission, past member

Education

- Harvard Graduate School of Design, Alumnus AMDP 2012
- Master of Business Administration, Boston University, High Honors
- Master of Architecture, University of Michigan, Highest Honors
- BS of Architectural Engineering, Wentworth Institute of Technology

Architecture - Interiors - Landscapes

EXHIBIT VII

Option Documents

- 7th Amendment to the Option Agreement
- Option Agreement, 2014

Seventh Amendment to Option

This is a Seventh Amendment ("Seventh Amendment"), effective as of July 25, 2017, to that certain Option, dated as of April 3, 2014, between Robert N. Burnett, Trustee of Cedar Realty Trust, u/d/t dated September 30, 1974, recorded with the Essex (South) Registry of Deeds in Book 6103, Page 679, having an address of 62 Maple Street, Wenham, Massachusetts 01984 (the "Seller") and Harborlight Community Partners, Inc., a Massachusetts non-profit corporation, having an address of P.O. Box 507, Beverly, Massachusetts 01915 (the "Buyer") with respect to property on Maple Street in Wenham, Massachusetts, as amended by a certain First Amendment to Option, having an effective date as of June 28, 2014, a certain Second Amendment to Option, having an effective date as of September 24, 2014, a certain Third Amendment to Option, having an effective date as of December 23, 2014, a certain Fourth Amendment to Option, having an effective date as of March 31, 2015, a certain Fifth Amendment to Option, having an effective date as of September 21, 2015 and a certain Sixth Amendment to Option having an effective date as of August 15, 2016 (as amended, the "Option Agreement"). For ease of reference, a copy of the Option Agreement is appended to this Fifth Amendment as Exhibit A.

For good consideration, the receipt and sufficiency of which are hereby acknowledged, the Buyer and Seller hereby agree to amend the Option Agreement as follows:

1. Option Period. The definition of "Option Period" in the Option Agreement is hereby amended by deleting "September 30, 2018" and substituting therefor "September 30, 2017".
2. Options to Extend. Buyer shall have the right to extend the Option Period through September 30, 2018 by notice to Seller on or before September 30, 2017 (the "First Option"). Buyer shall have the further right to extend the Option Period through September 30, 2019 by notice to Seller on or before September 30, 2018 (the "Second Option"). In similar fashion Seller shall have the right to extend the Option for Eight (8) additional one year periods (The "third option" through the "tenth option") for a total of ten extensions and a total of ten years.
3. Additional Deposit. Buyer shall be required to make an additional Deposit of \$5,000 on or before September 30th of 2017 to execute the "First Option". For each subsequent Option (9 options/9 years) Buyer shall be required to make an annual Deposit of \$2,500 by September 30th of the given year. All deposits will be credited to the sale price.
4. Successors and Assigns. This instrument is to be construed as a Massachusetts contract, is not subject to any oral understandings, or written understandings not set forth herein, is binding upon and inures to the benefit of Seller and Buyer and their respective heirs, executors, administrators, personnel representatives, successors and assigns,
5. Other Provisions. All other provisions of the Option Agreement shall remain in full force and effect.

[Signatures on Next Page]

Executed as an instrument under seal as of the date first set forth above.

SELLER:

Robert N. Burnett
Robert N. Burnett, Trustee of Cedar Realty Trust

BUYER:

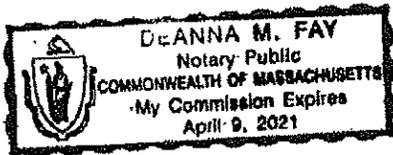
HARBORLIGHT COMMUNITY PARTNERS, INC.

By Andrew DeFranza, Authorized Agent

COMMONWEALTH OF MASSACHUSETTS

Deanna M. Fay, ss.

On this 25th day of July, 2017, before me, the undersigned notary public, personally appeared Robert N. Burnett, Trustee of Cedar Realty Trust, proved to me through satisfactory evidence of identification, which was photographic identification with signature issued by a federal or state government agency, oath or affirmation of a credible witness, personal knowledge of the undersigned, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as said Trustee of Cedar Realty Trust.

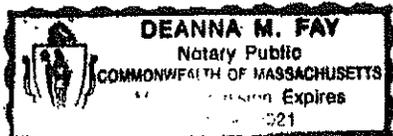


Deanna M. Fay
Notary Public
My Commission Expires: 4/9/21

COMMONWEALTH OF MASSACHUSETTS

Deanna M. Fay, ss.

On this 25th day of July, 2017, before me, the undersigned notary public, personally appeared Andrew DeFranza, Authorized Agent of Harborlight Community Partners, Inc., proved to me through satisfactory evidence of identification, which was photographic identification with signature issued by a federal or state government agency, oath or affirmation of a credible witness, personal knowledge of the undersigned, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as said Authorized Agent of Harborlight Community Partners, Inc..



Deanna M. Fay
Notary Public
My Commission Expires: 4/9/21

Exhibit A
(Attach Option Agreement)

OPTION

In this Option the following terms shall have the following meanings:

- Seller:** Robert N. Burnett, Trustee of Cedar Realty Trust, u/d/t dated September 30, 1974, recorded with the Registry in Book 6103, Page 679, having an address of 62 Maple Street, Wenham, Massachusetts 01984.
- Buyer:** Harborlight Community Partners, Inc., a Massachusetts non-profit corporation, or its affiliate, having an address of P.O. Box 507, Beverly Massachusetts 01915.
- Premises:** A maximum of four (4) acres of land located on Maple Street in Wenham, Massachusetts, as more particularly shown on the plan attached hereto as Exhibit A (including all improvements thereon, if any), being a portion of the property conveyed to Seller by, and for Seller's title, see Deed, dated December 28, 1984, from Mahnew, Inc. to Seller, recorded with the Registry in Book 7620, Page 248 ("Seller's Property"; the balance of Seller's Property not included in the Premises is referred to herein as the "Adjacent Parcel"), together with easements on and under the Adjacent Parcel benefiting the Premises for drainage facilities for the Project.
- Purchase Price:** \$1,800,000.
- Option Period:** March 28, 2014 to June 28, 2014. See item 7.
- Deposit:** \$5,000. Deposit is non-refundable. Seller shall credit Buyer with all Deposits at the time of payment of the Purchase Price.
- Project:** Development of a mixed income multifamily elderly housing facility with 60 apartments and up to 90 parking spaces, subject to Buyer's receipt of all applicable permits, approvals and financing. The units would all be one bedroom units of 650 square feet. The units would be restricted to residents over 62 years of age. The grossing factor for common areas is roughly 1.35. The building would be three stories and under 35 feet tall.
- Registry of Deeds:** Essex (South) Registry of Deeds.

In consideration of the payment by Buyer to Seller of the Option Payment and other good and valuable consideration, receipt of which Seller acknowledges, Seller grants to Buyer the option to purchase the Premises on the terms and conditions set forth in this Option.

1. This Option is exercisable only by written notice of exercise given by Buyer to Seller on or before the last day of the Option Period accompanied by a formal Offer and a draft

Purchase and Sale Agreement. The parties agree to negotiate the terms of the Offer and Purchase and Sale Agreement in good faith.

2. If Buyer fails to exercise this Option or if Buyer exercises this Option but thereafter fails to fulfill Buyer's agreements as to the Option including obligations to purchase or lease the Premises, as applicable, the Option Payment shall be retained by Seller as liquidated damages and that shall be Seller's sole remedy at law or equity.

3. The Buyer agrees that between now and the date for exercising the Option:

(a) Buyer shall submit a site plan with full description to the Seller for approval, not to be unreasonably withheld or conditioned. The site plan will be agreed upon between the Buyer and the Seller before the Purchase and Sales agreement is signed. The agreed upon site plan will be a part of the final Purchase and Sales agreement.

4. Seller agrees that between now and the date of the closing of the purchase and sale (the "Closing Date"):

(a) Seller shall keep the Premises in the same condition they are now in.

(b) Seller shall provide Buyer with access to the Premises for purposes of performing surveys, engineering and environmental studies, appraisals and other due diligence and feasibility investigations relating to the Project. All vendors will provide insurance certificates to the Seller in advance of any work on the site. This would include workmen's compensation and liability insurance.

(c) Seller shall provide Buyer with access to the Adjacent Parcel for purposes of identifying and testing for appropriate locations for septic and drainage facilities for the Project. Any temporary access and/or long term use of any part of any adjacent parcel(s) can only be achieved by agreement between the buyer and the seller.

(d) Seller shall cooperate with Buyer's efforts to obtain all permits, approvals and financing for the Project, provided that such efforts shall be at Buyer's expense.

5. The acceptance of a deed by the Buyer or its nominee as the case may be, shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms hereof, to be performed after the delivery of said deed, delivery of said deed including but not limited to, compliance with the site plan agreed by the parties pursuant to paragraph 3 hereof and except claims, if any, for damages on account of any failure by Seller to perform any of its agreements contained in paragraph 4 hereof.

(a) All issues between Cedar Realty Trust and the Town of Wenham must be concluded before a Purchase and Sale agreement can be finalized. This can include, among other items, the Town of Wenham allowing the sale of land currently in the Chapter 61 Forestry Program, while providing forgiveness for any obligation involved in the cessation of this program on the four acres involved in this agreement.

(b) A Nominee can only be appointed by prior agreement of both the Seller and the Buyer.

6. Time is of the essence of this Option.
7. Option Period: During the term of the option period, the option period may be extended by mutual agreement at no cost, such agreement not to be unreasonably denied.
8. No Trustee, shareholder, or beneficiary of a trust under which Seller or Buyer acts in executing or performing this agreement shall be personally liable for any obligation, express or implied.
9. All notices required or permitted hereunder shall be in writing and shall be given by registered or certified mail postage prepaid addressed, if to Seller, at Seller's address stated on the first page hereof or such other address as Seller shall have last designated by written notice, given as aforesaid, to Buyer and, if to Buyer, at Buyer's address stated on the first page hereof or such other address as Buyer shall have last designated by written notice, given as aforesaid, to Seller. Notices shall be deemed received on the earlier of the date when receipted for or 72 hours after deposit in the United States mails.
10. The Exhibits attached to or referred to herein are incorporated by reference as if set forth in full herein.
11. This instrument is to be construed as a Massachusetts contract, is not subject to any oral understandings, or written understandings not set forth herein, is binding upon and inures to the benefit of Seller and Buyer and their respective heirs, executors, administrators, personnel representatives, successors and assigns, and may be cancelled or amended only by a written instrument executed by both Seller and Buyer. If two or more persons are named herein as Seller, their obligations hereunder shall be joint and several. If two or more persons are named herein as Buyer, their obligations hereunder, in the event this option is exercised, shall be joint and several.

[Signatures on Next Page]

Executed as an instrument under seal as of ^{April} ~~March~~ 3, 2014.

SELLER:

Robert N. Burnett Trustee
Robert N. Burnett, Trustee of Cedar Realty Trust

BUYER:

**HARBORLIGHT COMMUNITY PARTNERS,
INC.**

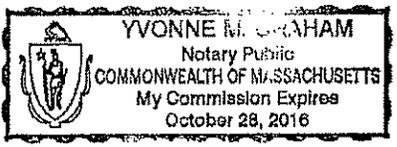
By: [Signature]
Name: Andrew DeFranza
Title: Authorized Agent

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

^{April} ~~March~~ 3, 2014

Then, before me the undersigned notary public, personally appeared the above-named Robert N. Burnett, Trustee of Cedar Realty Trust, proved to me by satisfactory evidence of identification, consisting of: [circle one] (a driver's license) (a passport) (my personal knowledge) (other: _____), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.



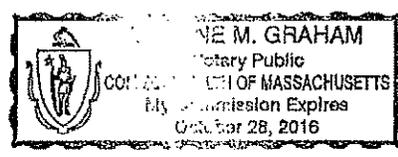
[Signature]
Notary Public
My commission expires:
SEAL

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

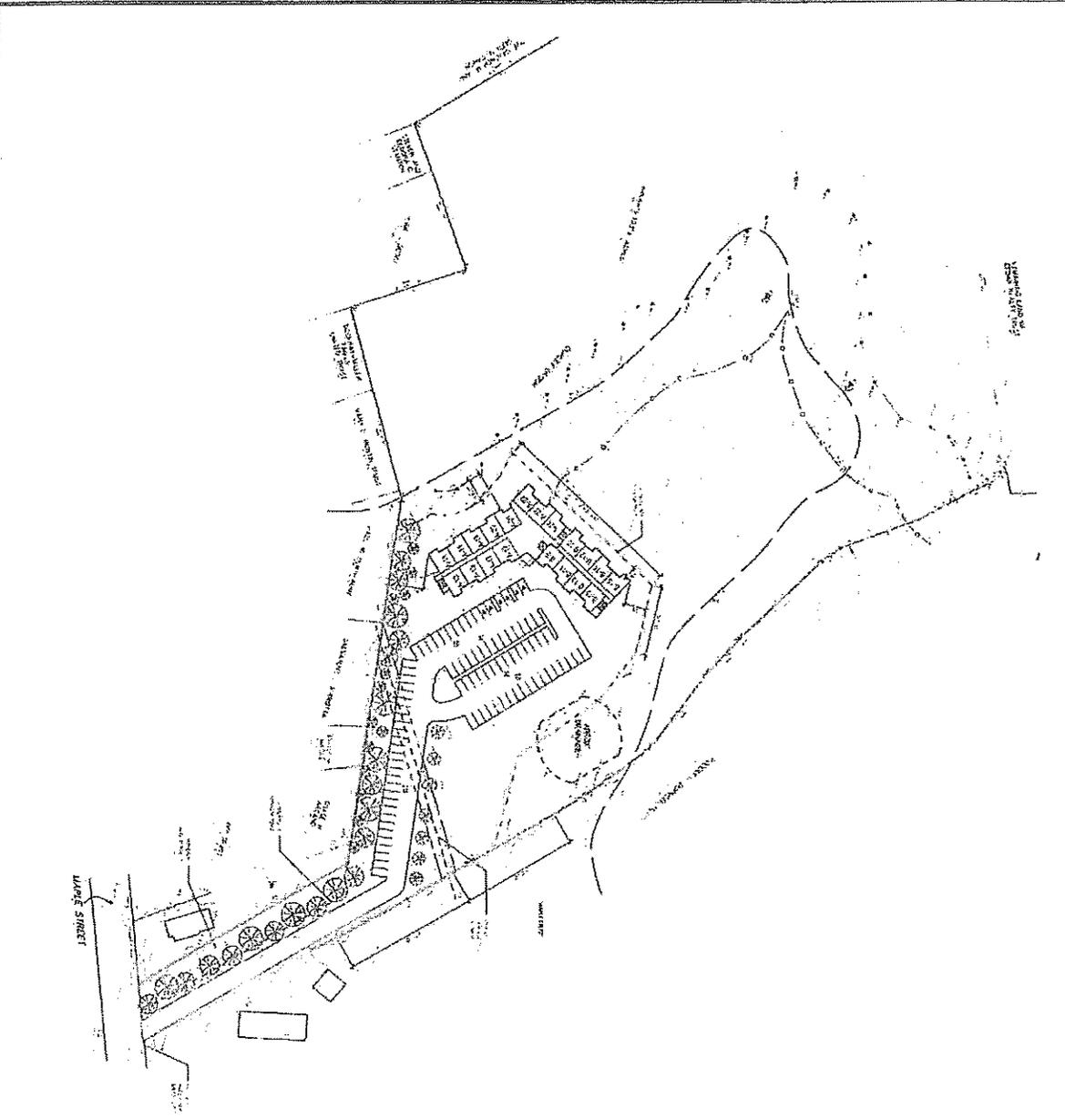
^{April} ~~March~~ 3, 2014

Then, before me the undersigned notary public, personally appeared the above-named Andrew DeFranza, Authorized Agent of Harborlight Community Partners, Inc., proved to me by satisfactory evidence of identification, consisting of: [circle one] (a driver's license) (a passport) (my personal knowledge) (other: _____), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

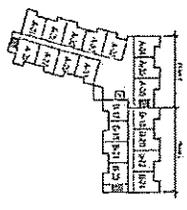
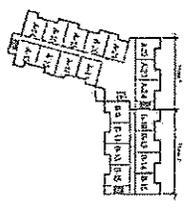
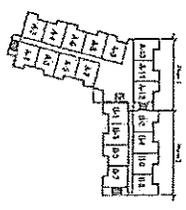


[Signature]
Notary Public
My commission expires:
SEAL

Proposed New Construction Harborlight Community Partners - 5541st Street - West Vancouver, BC V8V 2G7



January 3, 2014



CONSTRUCTION

NO.	QTY	UNIT	PRICE
1	1	FOUNDATION	100,000
2	1	FOUNDATION	100,000
3	1	FOUNDATION	100,000
4	1	FOUNDATION	100,000
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6	1	FOUNDATION	100,000
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100	1	FOUNDATION	100,000

	Proposed New Construction Harborlight Community Partners	5541st Street West Vancouver, BC	Project Name Harborlight Community Partners	Project Status Not Started	Date 2014
	Siemasko + Verbridge	Architects Interior Design Landscape Design	Project No. 14-001	Project No. 14-001	Project No. 14-001

EXHIBIT VIII

Proposed Rendering and Plans



Proposed Rendering
Maple Woods
March 11, 2015



Maple Woods Housing LLC

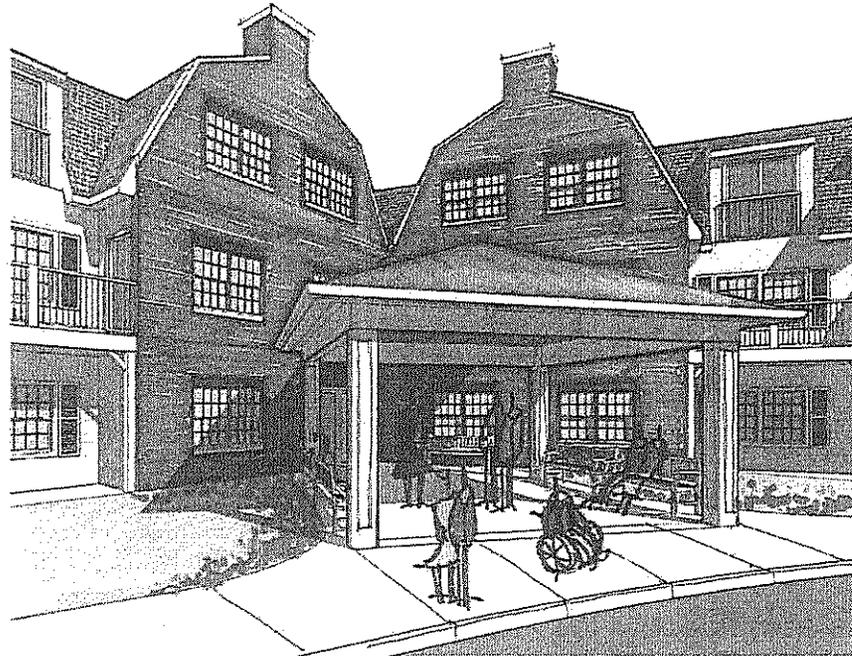
Siemasko + Verbridge



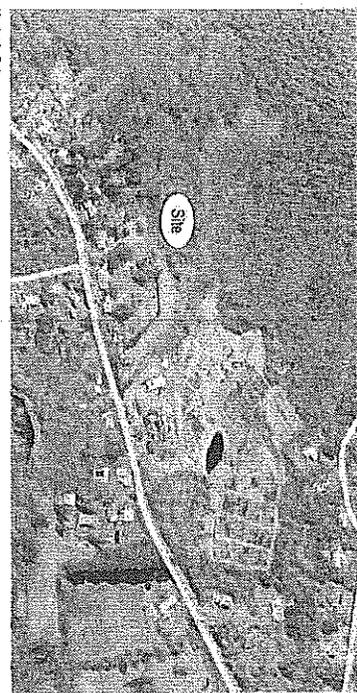
Architecture
Interior Design
Landscape Design
Decorating
svdesign.com
978.927.3745

Schematic Design
October 7, 2014

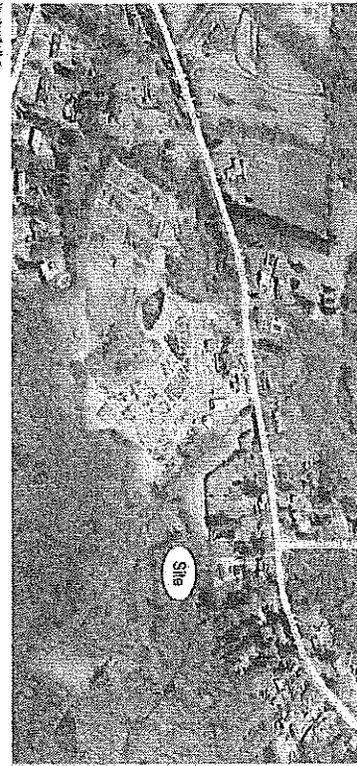
62 Maple Street
Wenham, MA



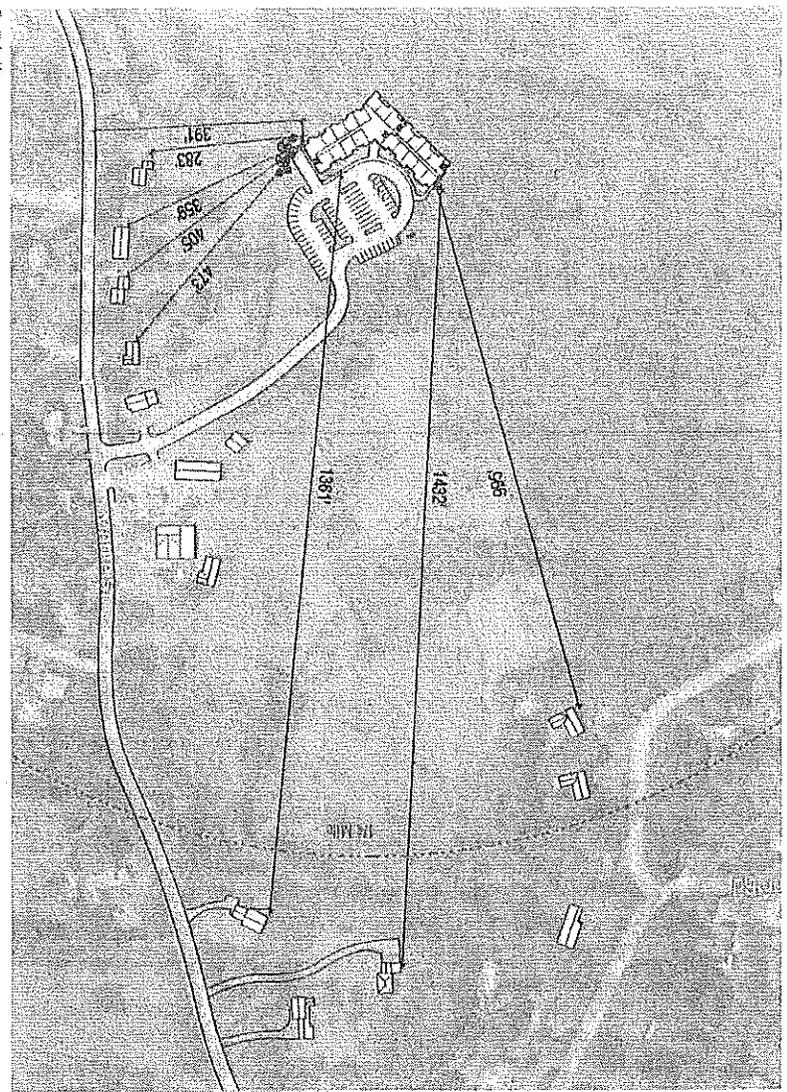
- A. DEVELOPER
Maple Woods Housing LLC
Andrew DeLuca, Executive Director
Hampshire Community Partners, Inc.
20 Elliot Street
Beverly, MA 01815
OFF: 978-225 ext. 207 (deleuca)
CELL: 978-225-2874 (deleuca)
email: andy@hampshirecp.org
- B. ATTORNEY
Theodore C. Reynolds, Esquire
Paul J. Hovick, Esquire
Reynolds, Stone & Colburn LLP
301 Edgewater Place, Suite 603
Worcester, MA 01880
OFF: 508-252-2200 (reynolds)
OFF: 508-252-2200 (hovick)
email: theore@reynolds.com
phovick@reynolds.com
- C. CHIEF DESIGN ENGINEER
Charles E. Wex, II, P. E.
Paul Feneau, P. E.
Hesslein Associates, Inc.
200 Cummings Center, Suite 6050
Beverly, MA 01813
OFF: 978-927-4147 (wexcharles)
email: cwex@hesslein.com
- D. ARCHITECT
Thaddeus S. Bernado, AIA
John Nardo, NCARB
Siemasko + Verbridge, Inc.
128 DeGra Street
Beverly, MA 01815
OFF: 978-227-3745 (siemasko)
email: thad@svdesign.com
- E. TRAFFIC CONSULTANT
RMA Transportation Consultants, Inc.
Robert J. Mahoney, P.E.
David J. MacPhee, P.T.O.C.
20 Land Street, Suite 200
Marlborough, MA 01752
OFF: 978-242-0770 (mahoney)
email: rma@rma-ct.com
- F. WASTEWATER CONSULTANT
C.G. Johnson Engineering, Inc.
Charles G. Johnson, P.E.
200 Willow Street
3000 HARTLEY, MA 01842
OFF: 978-455-0289 (johnson)
email: cjohnson44@cgj.com
- G. LANDSCAPE ARCHITECT
L'Escolle-Boulton Landscape Architecture, LLC
Mati Ulrich, LEED AP
150 Chestnut Street
Beverly, MA 01815
OFF: 978-225-2881 (ulrichm)
email: mati@eb-la.com



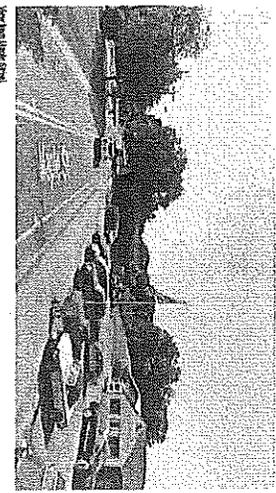
View from the South



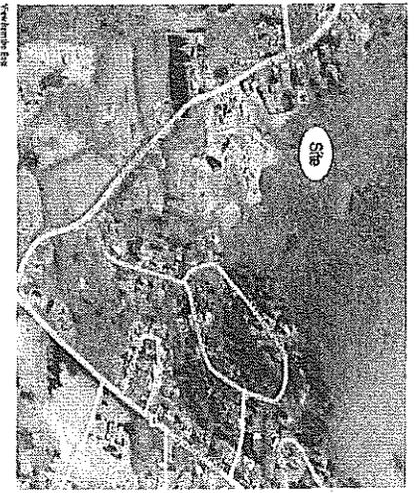
View from the West



Proposed Lot Area



View from the East



View from the North

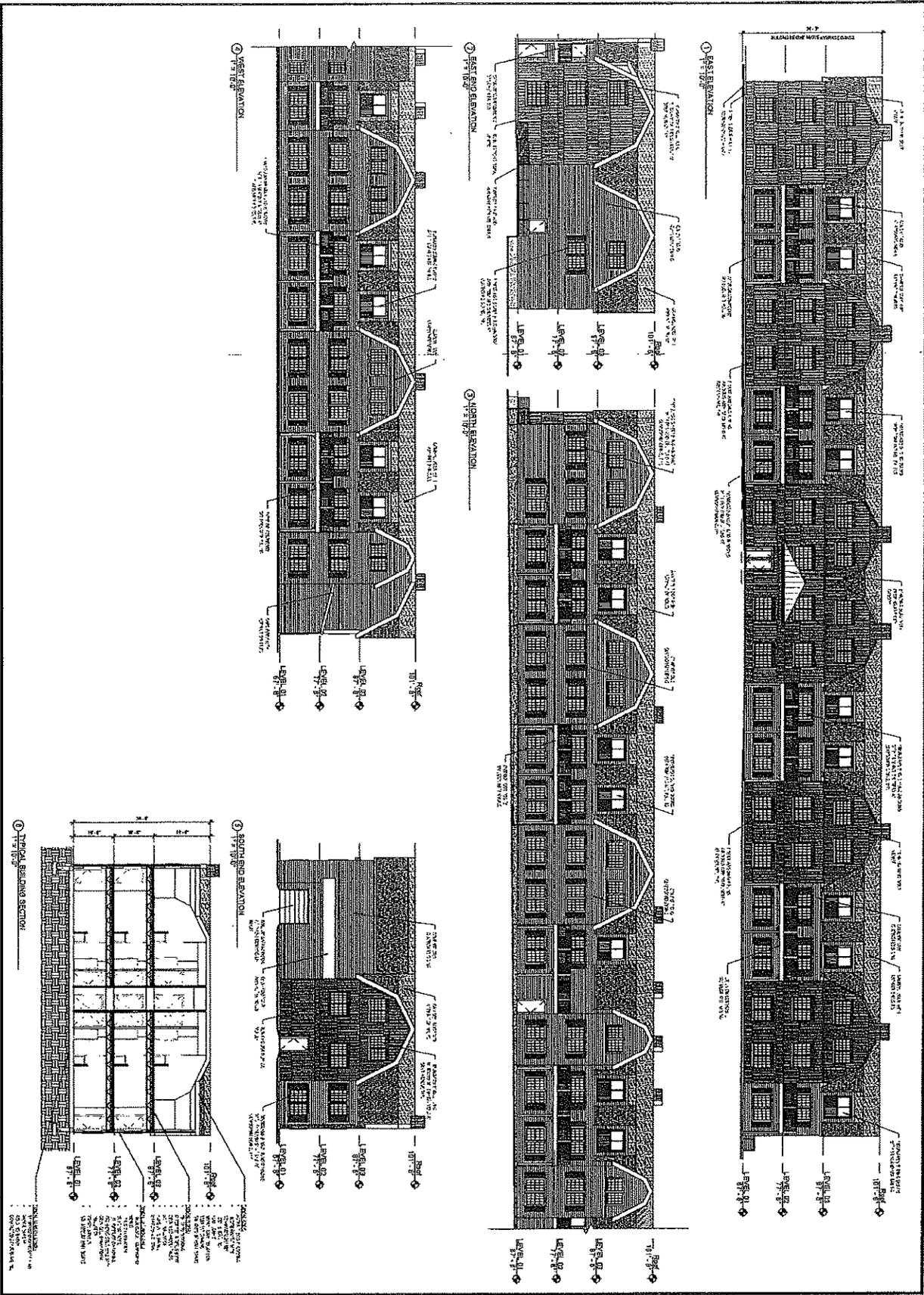


Proposed New Construction
Maple Woods Housing LLC
Siemasko + Verbridge
 100 State Street, Boston, MA 02109 | www.siemasko.com | 617-552-1111

Project Name	62 Maple Street, Woburn, MA
Design Phase	PRELIMINARY
Site No.	100-01000000000000000000
Date	October 2, 2011
Drawn by	PHW
Checked by	PHW
Project No.	100-01000000000000000000



Revision	Submitted Design	Date	By
1	Issue	09/28/11	PHW



	Proposed New Construction Maple Woods Housing LLC 62 Maple Street Waltham, MA	Project Name Description Location & Region Date: 02/07/2014 Designer: AJV Title: Architect	File Path: I:\Projects\2014\14-0130-01\3D.dwg Created by: AJV Project by: Peter Verbridge	Reviewed Date & Time Date & Time Date & Time Date & Time	Sketches Design Date & Time Date & Time Date & Time Date & Time	Date: 02/07/2014 Checked: [] Date: 02/07/2014 Checked: [] Date: 02/07/2014 Checked: [] Date: 02/07/2014 Checked: []
	Architecture Interior Design Landscape Design	Project No: 14-0130-01 Drawing No: 01	Date: 02/07/2014 Checked: []	Date: 02/07/2014 Checked: []	Date: 02/07/2014 Checked: []	Date: 02/07/2014 Checked: []

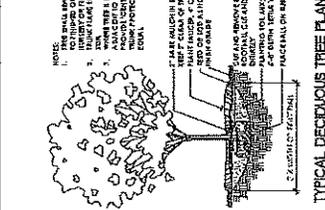
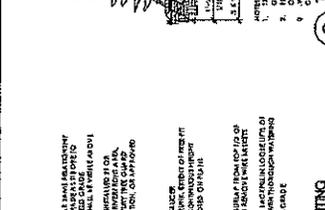
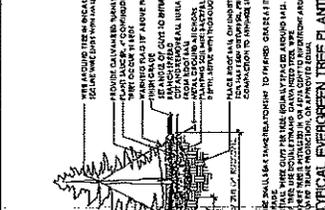
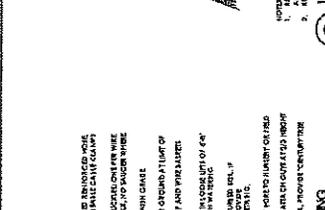
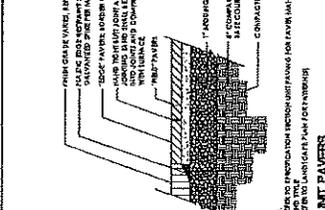
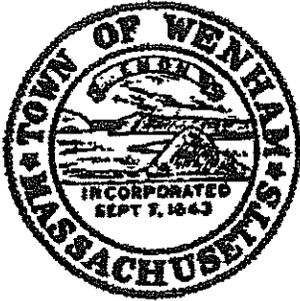


EXHIBIT IX

Approval letters from Town of Wenham Board of Health and Wenham Conservation Commission



Town of Wenham

Town Hall
138 Main Street
Wenham, MA 01984

BOARD OF HEALTH

TEL 978-468-5520 Ext. 4 FAX 978-468-8014

April 22, 2015
Maple Woods 2

C.G. Johnson Engineering, Inc.
203 Willow Street
South Hamilton, MA 01982

Mr. Johnson,

The Proposed On-Site Wastewater Treatment and Disposal System for Maple Woods plan, revised 4/21/15 has been approved with the following conditions:

1. The system is approved for 60 one-bedroom units.
2. No garbage grinders are allowed.
3. Prior to commencement of construction of the System, the System Owner shall provide to the Board of Health, a copy of a signed O&M Agreement.
4. Prior to commencement of construction of the System and after recording and/or registering the Deed Notice required by 310 CMR 15.287(10), the System Owner shall provide to the Board of Health a copy of the Deed Notice bearing the book and page/or document number. The Notice to be recorded shall be in the form of the Notice provided by the Department.
5. By March 1st of each year, the System Owner and the Service Contractor shall be responsible for submitting to the Board of Health all O&M reports and inspection checklists completed by the Service Contractor during the previous calendar year.
6. Prior to the issuance of a Certificate of Compliance by the Board of Health, the System Installer and Designer must provide certifications in writing to the Board of Health that the System has been constructed in compliance with the terms of the Approval, accompanied by an As-Built Plan.



Wenham Conservation Commission
138 Main Street PO Box 576 Wenham, Massachusetts 01984

May 11, 2015

Maple Woods Housing LLC
283 Elliot Street PO Box 507
Beverly MA 01915

Re: Order of Conditions -62 Maple Street (DEP file # 326-0349)

Enclosed is the Order of Conditions/Permit for your project. Please take a few minutes to read it, and call the Conservation Office with any questions at 978-468-5520 ext 8.

The complete Order has to be recorded at the Essex County Registry of Deeds, 45 Congress Street, Suite 4100, Salem, Massachusetts. The Registry phone number is 978-741-0201.

Please note conditions 23 through 25 in Appendix B must be completed prior to construction, in addition to the permit display sign as described in condition 10 of the WPA Form 5. This includes the above-described recording and a pre-construction meeting with the contractor and the Commission's Agent.

We look forward to working with you on this project, and should you have any questions please do not hesitate to call.

Sincerely,

Philip Colarusso
Philip Colarusso
Chairman

EXHIBIT X

Self-Contained Appraisal Report

KIRK & COMPANY

Self-Contained Appraisal Report

62 Maple Street

A 4.0+/- acre portion of a 24.63-acre parcel located at

62 Maple Street in

Wenham, (Essex County), Massachusetts

Effective Date of Report: September 14, 2015

Date of Last Site Inspection: March 26, 2014

Effective Date of Value: September 14, 2015

Prepared by:

David S. Kirk, MAI, CRE®
Mass. Certified General
Real Estate Appraiser No. 1520

Brett N. Pelletier
Mass. Appraisal Trainee
Real Estate Appraiser No. 103241

Prepared for:

Andrew DeFranza
Harborlight Community Partners
Executive Director
PO Box 507
Beverly MA 01915

REAL ESTATE COUNSELORS

99 SUMMER STREET, SUITE M120 BOSTON, MA 02110
TEL: 617-261-7100 FAX: 617-261-7910
EMAIL: dsk@kirkco.com

September 14, 2015

Andrew DeFranza
Harborlight Community Partners
Executive Director
PO Box 507
Beverly MA 01915

Re: 62 Maple Street; Wenham, MA

Dear Mr. DeFranza:

At your request, we have inspected and analyzed the referenced property and its market to estimate the Market Value "As Is" of the land assuming the approval of a Chapter 40B Comprehensive Permit for 60 units of senior rental housing. It is assumed for the purposes of this appraisal that the subject site has been approved for a Chapter 40B Comprehensive Permit to construct 60 units of affordable senior rental housing on approximately 4.0+/- acres of land. The subject property includes a portion of a larger site that is currently undeveloped and subject to existing residential zoning and a Massachusetts Chapter 61 use program and it is assumed that the Chapter 61 restrictions can be lifted and that the municipality waives the right of first refusal or other comparable arrangements are made. It is assumed for the purposes of this appraisal that the site will support the proposed physical improvements. It is further assume that any and all necessary infrastructure improvements required for the development are allowed and all required environmental, municipal, or other approvals be obtained. This letter summarizes our conclusions of a complete appraisal as set forth in the attached self-contained report. The property interest being appraised is the fee simple estate. The purpose of the assignment is to estimate the current hypothetical market value of the property assuming the approval of a Chapter 40B Comprehensive Permit for 60 units of senior rental housing. The appraisal has been prepared for your exclusive use and possible submission to funding sources.

The subject property is a 4.0+/- acre portion of a 24.63-acre site located at 62 Maple Street in Wenham, MA and is located within a mixed-use neighborhood. The neighborhood includes single-family residential uses and small commercial uses. The proposed use of the property includes the new construction of 60 units of affordable rental housing for seniors within a single three-story building. Units will be approximately 650 square feet and the property will include a total of 90 surface parking spaces.

Andrew DeFranza
Harborlight Community Partners

September 14, 2015
Page iv

Our opinion of the hypothetical Market Value "As Is" of the fee simple estate of a 4.0+/- acre portion of the site, assuming Chapter 40B approvals as of September 14, 2015 is:

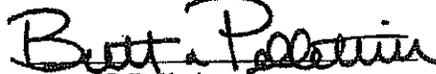
ONE MILLION EIGHT HUNDRED THOUSAND U.S. DOLLARS
\$1,800,000

The estimates and opinion of value in this report are subject to the statements of assumptions and limiting conditions included in the attached self-contained appraisal report. We are delighted to be of service to you. If you have any questions regarding the content of this report please feel free to contact us.

Sincerely,



David S. Kirk, MAI, CRE®



Brett N. Pelletier

Table of Contents

PART I: INTRODUCTION	2
EXECUTIVE SUMMARY	3
ASSUMPTIONS AND LIMITING CONDITIONS	4
<i>Use of the Appraisal</i>	7
<i>Property Rights Appraised</i>	7
<i>Effective Date of Value Estimate</i>	8
<i>Exposure and Marketing Time</i>	8
<i>Definition of Value</i>	8
<i>Identification of the Property</i>	9
<i>History of the Property</i>	9
<i>Chapter 40B Comprehensive Permit</i>	9
PROPERTY DESCRIPTION	11
SITE DESCRIPTION	14
PART II: ANALYSIS AND DESCRIPTION	16
WENHAM AND REGION	17
<i>Regional Overview</i>	18
SITE AND NEIGHBORHOOD	23
<i>Access</i>	23
<i>Visibility</i>	23
<i>Site Qualities</i>	23
<i>Legal Restrictions</i>	25
HIGHEST AND BEST USE	29
<i>As Vacant</i>	30
THE VALUATION PROCESS	33
LAND SALES COMPARISON APPROACH	35
<i>Conclusion</i>	36
RECONCILIATION AND FINAL VALUE ESTIMATE	39
CERTIFICATE OF VALUE	41
PART III: APPENDICES	1
QUALIFICATIONS OF THE APPRAISERS	2

PART I: INTRODUCTION

EXECUTIVE SUMMARY

The Assignment

Property address: 62 Maple Street; Wenham, MA
Ownership: Cedar Realty Trust (Robert N Burnett Trustee)
Property rights appraised: Fee Simple Estate
Value appraised: Market Value "As Is" – Assuming Chapter 40B Approval
Effective date of value: September 14, 2015
Date of inspection: March 26, 2014
Special assumptions: Refer to statements of assumptions and limiting conditions

The Property

Current use: Vacant Land
Site area: 4.0+/- acres of a 24.63-acre site
Zoning: Residential
Utilities: Electricity, cable, natural gas, water and sewer
Easements: None that impact value
Hazardous materials: Assumed to be none
Proposed Use: 60-unit Affordable Senior Housing Development

Conclusions

Market Value "As Is"
Assuming Chapter 40B
Comprehensive Permit Approval: \$1,800,000

ASSUMPTIONS AND LIMITING CONDITIONS

Special Assumptions and Limiting Conditions

1. For the preparation of this appraisal, the appraisers have relied upon written documentation provided by Harborlight Community Partners.
2. It is assumed for the purposes of this appraisal that the subject site has been approved for a Chapter 40B Comprehensive Permit to construct 60 units of affordable senior rental housing on approximately 4.0+/- acres of land. The subject property includes a portion of a larger site that is currently undeveloped and subject to existing residential zoning and a Massachusetts Chapter 61 use program and it is assumed that the Chapter 61 restrictions can be lifted and that the municipality waives the right of first refusal or other comparable arrangements are made.
3. It is assumed for the purposes of this appraisal that the site will support the proposed physical improvements. It is further assume that any and all necessary infrastructure improvements required for the development are allowed and all required environmental, municipal, or other approvals be obtained.

Basic Assumptions and Limiting Conditions

1. It is assumed that the title to this property is good and marketable. The value estimate is given without regard to any questions of title, boundaries or encroachments. It is assumed that all assessments are paid. We assume the property to be free and clear of liens and encumbrances except as noted. No attempt has been made to render an opinion or determine the status of easements that may exist.
2. The legal description, included herein, should be verified by legal counsel before being relied upon or used in any conveyance or other document.
3. We are not familiar with any engineering studies made to determine the bearing capacity of the land. It is assumed that soil and subsoil conditions are stable unless specifically outlined in this report.
4. Any exhibits in the report are intended to assist the reader in visualizing the property and its surroundings. The drawings are not intended as surveys and no responsibility is assumed for their cartographic accuracy. Any drawings are not intended to be exact in size, scale or detail.
5. Our value estimate involves only the real estate and all normal building equipment if any improvements are involved. No consideration was given to personal property, (or special equipment), unless stated.
6. It is assumed that the property is subject to lawful, competent and informed ownership and management unless noted.
7. Information in this report concerning market data was obtained from buyers, sellers, brokers, attorneys, trade publications and public records. To the extent possible, this information was examined for accuracy and is believed to be reliable. Dimensions, area or data obtained from others is believed correct; however, no guarantee is made in that the appraisers did not personally measure same.

8. Any information, in whatever form, furnished by others is believed to be reliable; however, no responsibility is assumed for its accuracy.
9. The physical condition of the improvement described herein was based on visual inspection. Electrical, heating, cooling, plumbing, sewer and septic systems, mechanical equipment and water supply were not specifically tested, but were assumed to be in good working order, and adequate, unless otherwise specified. No liability is assumed for the soundness of structural members, since no engineering tests were made of same. The roof(s) of structures described herein are assumed to be good repair unless otherwise noted. The existence of potentially hazardous material used in the construction or maintenance of the building, such as urea formaldehyde foam insulation and/or asbestos insulation, which may or may not be present on the property, has not been considered. In addition no deposit of toxic wastes, unless specifically mentioned herein have not been considered. The appraisers are not qualified to detect such substances and suggests the client seek an expert opinion from a qualified professional, if desired.
10. In addition, if the client has any concern regarding the structural, mechanical or protective components of the improvements described herein, or the adequacy or quality of sewer treatment plant, water or other utilities, it is suggested that independent contractors or experts in these disciplines, be retained by said client, before relying upon this appraisal.
11. Any valuation analysis of the income stream is predicated upon financing conditions as specified herein, which we have reason to believe are currently available for this property. Financing terms and conditions other than those indicated may alter the final value conclusions.
12. Expenses shown in the Income Capitalization Approach, are estimates only, and are based on past operating history if available, and are stabilized as generally typical over a reasonable time period.
13. The appraisers are not required to give testimony or appear in court because of having made this appraisal, with reference to the property in question, unless arrangements have been made previously hereto. If the appraisers are subpoenaed pursuant to court order, the client will be required to compensate said appraisers for their time at their regular hourly rates plus expenses.
14. All opinions, as to values stated, are presented as the appraisers' considered opinion based on the information set forth in the report. No responsibility is assumed for changes in market conditions or for the inability of the client or any other party to achieve their desired results based upon the appraised value. Further, some of the assumptions made can be subject to variation depending upon evolving events. Some assumptions may never occur and unanticipated events or circumstances may occur. Therefore, actual results achieved during the projection period may vary from those in the report.
15. The appraisal is made subject to satisfactory completion of construction, repairs, alterations, remodeling and rehabilitation, and is contingent upon completion of such work in a timely manner using good quality materials and workmanship and in substantial conformity to plans or descriptions or attachments made hereto.
16. It is assumed that the construction and use of the appraised property, complies with all public authorities having jurisdiction, including but not limited to the National

Environmental Protection Act and any other applicable federal, state, municipal, and local environmental impact or energy laws or regulations.

17. Areas and dimensions of the property may or may not have been physically measured. If furnished by the principal or from plot plans or surveys furnished by the principal, or from public records, areas and dimensions are assumed to be reasonably accurate. In the absence of current surveys, land areas may be based upon representations made by the owner's agents or the client. No responsibility is assumed for discrepancies, which may become evident from a licensed survey of the property.
18. It is agreed that the liability of the appraisers to the client is limited to the amount of the fee paid as liquidated damages. The responsibility of the appraiser is limited to the client, and use of this appraisal by third parties shall be solely at the risk of the client third parties.
19. A signatory of this appraisal report is a member or candidate for membership of the Appraisal Institute. The Bylaws and Regulations of the Appraisal Institute require each member and candidate to control the use and distribution of each appraisal report signed by such member or candidate. Therefore, except as hereinafter provided, the party for whom this appraisal report was prepared may distribute copies of this appraisal report, in its entirety, to such third parties as may be selected by the party for whom this was prepared. Selected portions of this appraisal report, however, shall not be given to third parties without prior written consent of the signatories of this appraisal report. Further, neither all nor any part of this appraisal report shall be disseminated to the general public by the use of advertising media, public relations media, news media, sales media or other media for public communication without the prior written consent of the signatories of this appraisal report. This restriction applies particularly as to the valuation conclusions, the identity of the appraisers, or any reference to the Appraisal Institute or the MAI designations.
20. Disclosure of the contents of this appraisal report is governed by the Bylaws and Regulations of the Appraisal Institute.
21. The Americans with Disabilities Act (ADA) became effective on January 26, 1992. A detailed analysis of the subject and the ADA could reveal that the property is not in compliance with one or more of the regulations of the act, which could have a negative impact on the value of the subject. However, since no evidence of compliance was provided, and a comprehensive survey of compliance is beyond the scope of the assignment, the possible non-compliance of the subject has not been considered in estimating the Market Value in this report.

Purpose

The subject property includes a portion of a larger site that is currently undeveloped and subject to existing residential zoning and a Massachusetts Chapter 61 use program. The purpose of the appraisal is to estimate the Market Value "As Is" based upon the hypothetical condition that a 4.0+/- acre portion of the 24.63-acre site have received a Chapter 40B Comprehensive Permit for the development of 60 affordable housing units for low-income elders. It is assumed for the purposes of this appraisal that the site will support the proposed physical improvements. It is further assume that any and all necessary infrastructure improvements required for the development are allowed and all required environmental, municipal, or other approvals be obtained. Additionally, it is assumed for the purposes of this appraisal that the MA Chapter 61 restrictions can be lifted and that the municipality waives the right of first refusal or other comparable arrangements are made.

Scope of the Appraisal

The scope of this appraisal includes inspecting the property, collecting market characteristics and trends, analyzing property data, reviewing and analyzing property restrictions and legal arrangements, and arriving at a conclusion of the property's Market Value. Market inquiries and Kirk & Company files have been used to determine Market Value. The specific methodology of data collection and analysis, verification and valuation is detailed within this report.

Use of the Appraisal

This appraisal report has been prepared for the exclusive use of the Harborlight Community Partners and possible submission to funding sources in loan underwriting.

Property Rights Appraised

The property includes a 4.0+/- acre portion of a 24.63-acre site and is not subject to any short- or long-term leases and consequently the fee simple estate in the property is appraised. Definitions of fee simple estate and leased fee estate follow.

Fee Simple Estate

Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.¹

¹The Appraisal of Real Estate, Tenth Edition, Appraisal Institute, Chicago, IL Page 122

Leased Fee Estate

An ownership interest held by a landlord with the right of use and occupancy conveyed by lease to others; the rights of lessor and lease fee are specified by contract terms contained within the lease.²

Effective Date of Value Estimate

The subject site was last inspected on March 26, 2014. The date of this report is September 14, 2015 and the effective date of the valuation in this report is September 14, 2015.

Exposure and Marketing Time

According to the Dictionary of Real Estate Appraisal (fourth edition) exposure time is the estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal; a retrospective estimate based on an analysis of past events assuming a competitive and open market. Additionally, marketing time is defined as the time it takes an interest in real property to sell on the market subsequent to the date of an appraisal. It is reasonable to assume an exposure and marketing time of between approximately six and twelve months due to the transaction volume of comparable properties within the market at the time and general market conditions for similar properties within the market.

Definition of Value

"Market Value" means the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. Buyer and seller are typically motivated;
2. Both parties are well informed or well advised, and acting in what they consider to be their best interests;
3. A reasonable time is allowed for exposure in the open market;
4. Payment is made in terms of cash in U. S. dollars or in terms of financial arrangements comparable thereto; and
5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.³

²*The Appraisal of Real Estate*, Tenth Edition, Appraisal Institute, Chicago, IL Page 123

³Federal Register, Vol. 55, No. 165, August 24, 1990, Section 34.42. Definitions, Page 34696

Identification of the Property

The subject property consists of a 4.0+/- acre portion of a 24.63-acre site located at 62 Maple Street in Wenham, Massachusetts. The property is further identified by the Wenham Assessor's Office as Parcel 023-0016.

History of the Property

The subject property is a 4.0+/- acre portion of a 24.63-acre site located at 62 Maple Street in Wenham, MA and is located within a mixed-use neighborhood. The neighborhood includes single-family residential uses and small commercial uses. The proposed use of the property includes the new construction of 60 units of affordable rental housing for seniors within a single three-story building. Units will be approximately 650 square feet and the property will include a total of 90 surface parking spaces. No sales of the property have occurred within the last three years.

Chapter 40B Comprehensive Permit

The Commonwealth of Massachusetts allows Chapter 40B applications in communities where less than 10% of the year-round housing meets the statute's definition of low- and moderate-income housing. The Chapter 40B Comprehensive Permit allows developers of affordable housing to potentially override local zoning and certain other requirements when developing housing consistent with the Chapter 40B requirements.

In any municipality in Massachusetts where less than 10% of the municipality's housing supply qualifies as affordable under certain criteria, a developer of housing can build a larger, denser project than the municipal zoning bylaws would permit and also in zones where multifamily housing development would not be allowed. The Chapter 40B Comprehensive Permit requires that at least 20% of the units be available to residents earning 50% or less than area median income (AMI) or 25% of the units be available to residents earning 80% or less than AMI.

In order to qualify for a Chapter 40B Comprehensive Permit, the developer must be an non-profit entity, non-profit sponsor, or qualify for limited dividend status. The developer of Chapter 40B developments are subject to additional review, accounting requirements, cost certification, and limited financial distributions. The proposed development is required to submit formal applications and receive conditional qualifying approvals from the state subsidizing

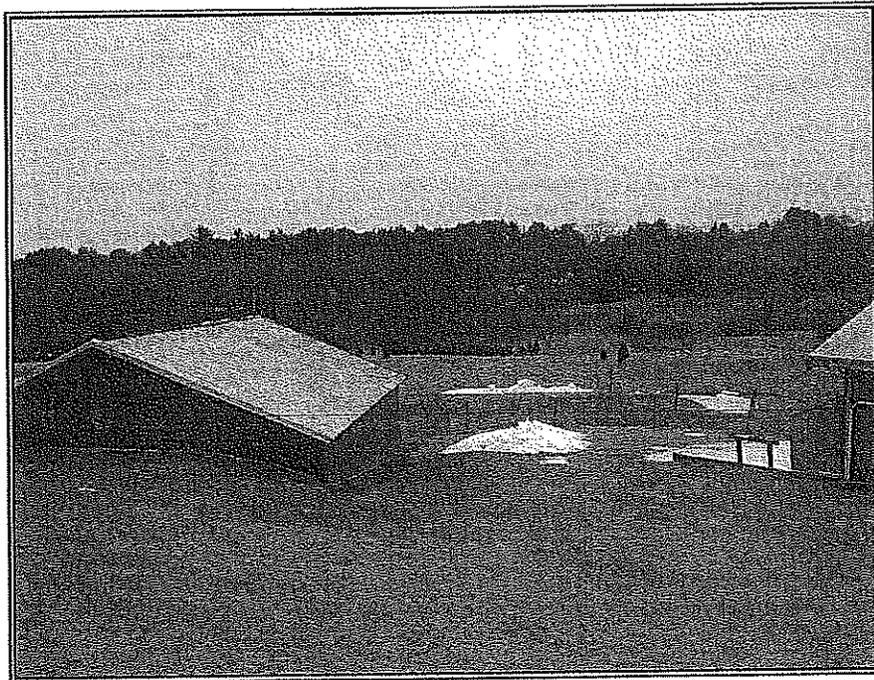
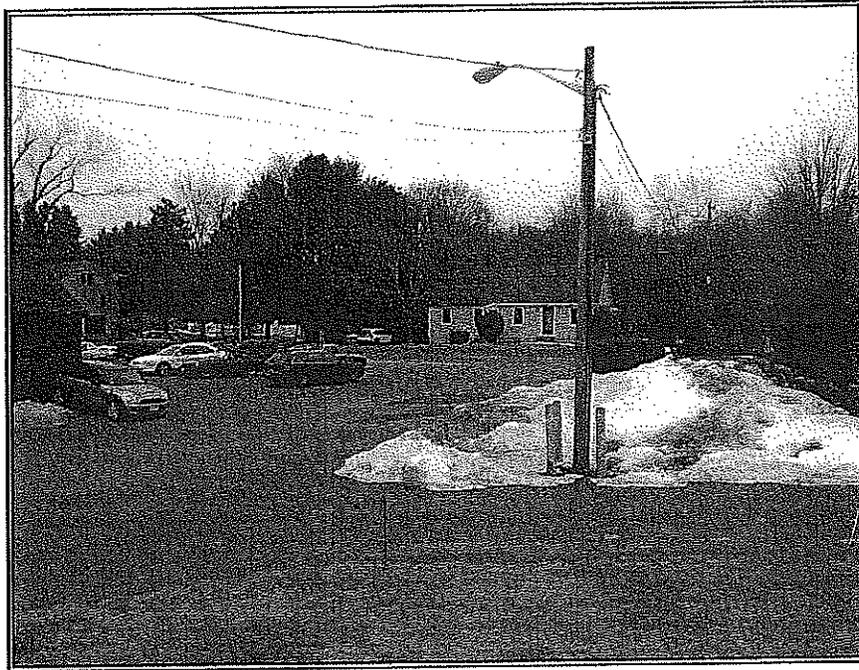
agency, the Massachusetts Housing Finance Agency (MassHousing). If the project receives MassHousing conditional approval, the developer then petitions the local municipality for approval and consistency with local housing priorities and municipal housing plans. The process for approval is iterative and requires various hearings, certifications, and can be an uncertain process with considerable development risk.

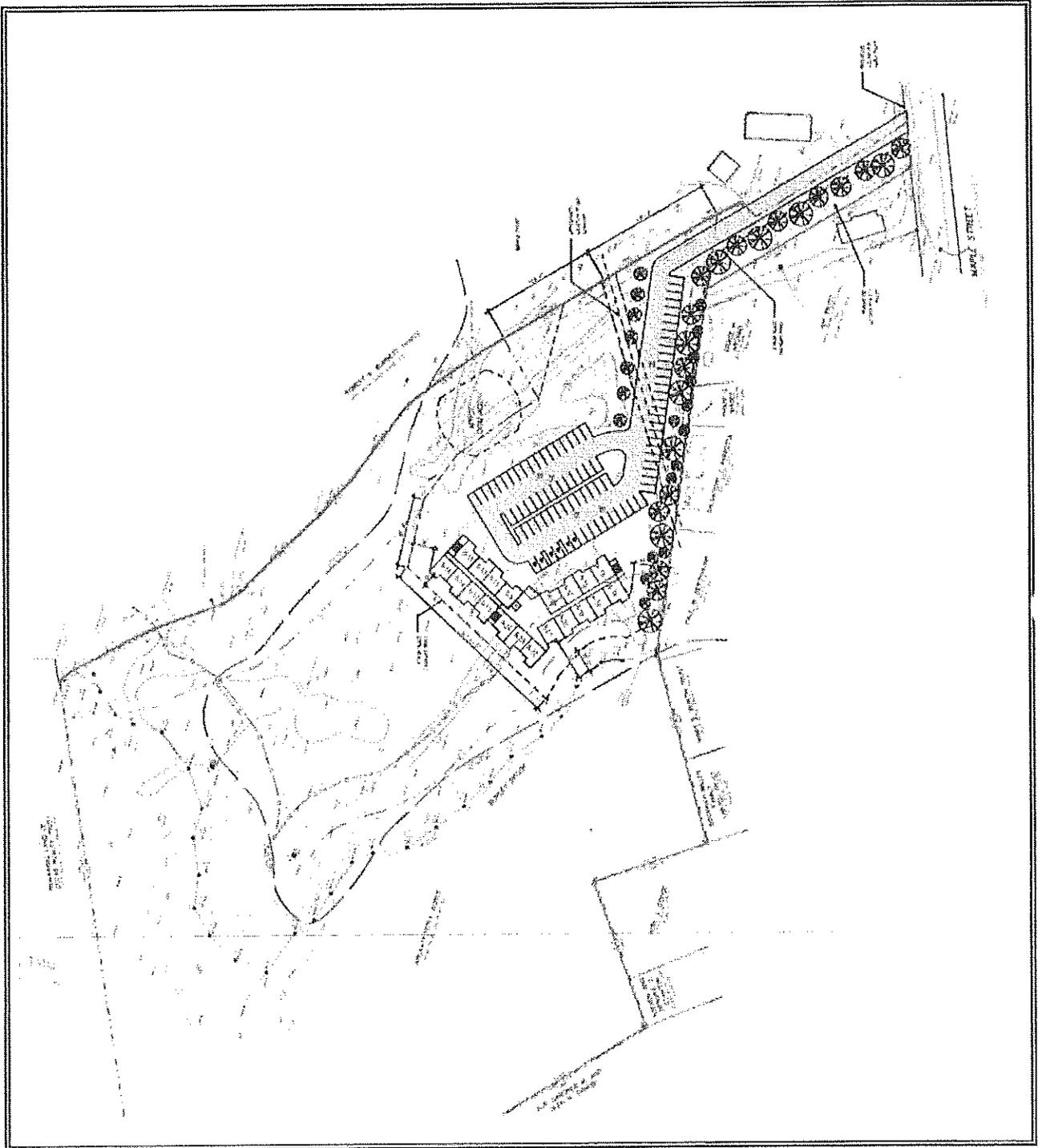
As of the most recent affordable housing inventory conducted by the Massachusetts Department of Housing and Community Development (DHCD), on December 5, 2014, the town of Wenham has 122 units of affordable housing. Of the total 1,404 housing units counted in the 2010 Census in Wenham, 8.7% are considered affordable under the Massachusetts Chapter 40B requirements.

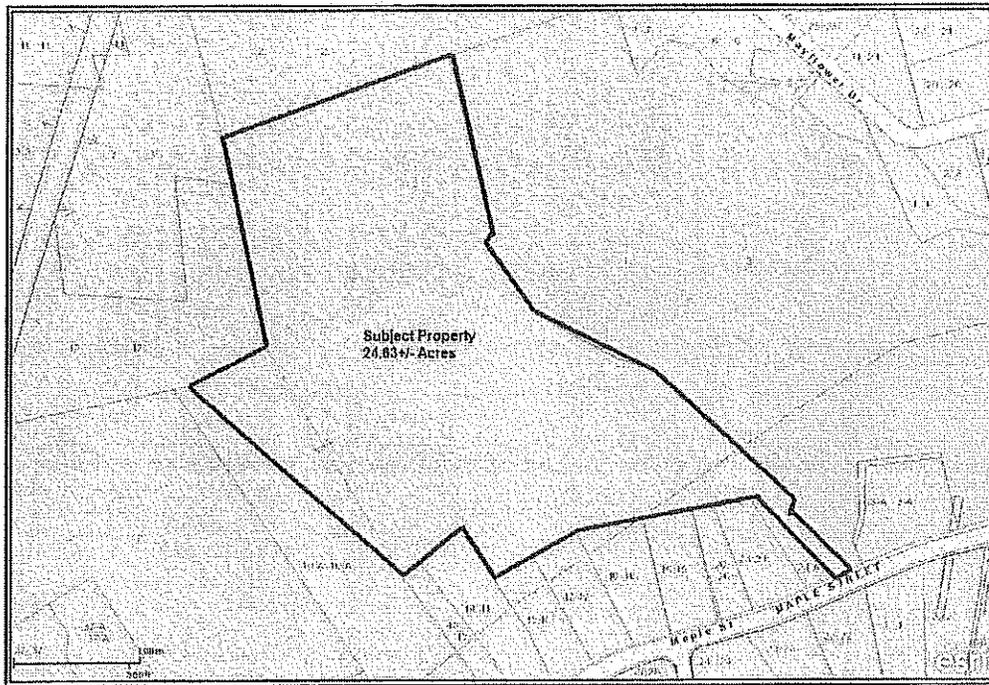


Property Description

The subject property is a 4.0+/- acre portion of a 24.63-acre site located at 62 Maple Street in Wenham, MA and is located within a mixed-use neighborhood. The site is at grade with Maple Street; however, there are areas of substantial elevation change throughout the site. According to the developer, a large hill on the site will require leveling and grading in order to provide access via a driveway to the rear of the site. Currently, the site is not accessible to vehicles or pedestrians. The neighborhood includes single-family residential uses and small commercial uses. The proposed use of the property includes the new construction of 60 units of affordable rental housing for seniors within a single three-story building. Units will be approximately 650 square feet and the property will include a total of 90 surface parking spaces.







Source: CAI Query Manager GIS

Site Description

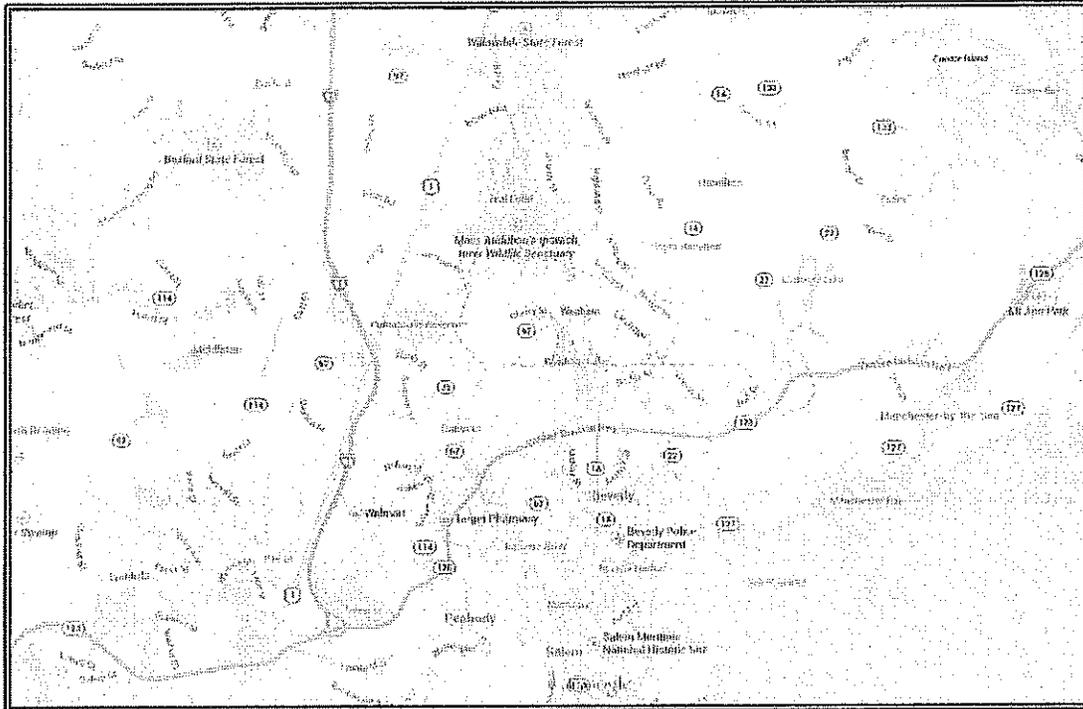
The subject property is located on a 4.0+/- acre portion of 24.63-acre site located at 62 Maple Street in Wenham, MA and is located within a mixed-use neighborhood. The neighborhood includes single-family residential uses and small commercial uses. The proposed use of the property includes the new construction of 60 units of affordable rental housing for seniors within a single three-story building. The developer is proposing to construct a three-story building to include 60 units of affordable supportive living housing with supportive services for low-income elders.

Site Density:	15 units per acre
Shape:	Irregular
Frontage:	Approximately 60 feet on Maple Street
Topography:	Relatively level and at street grade with areas of rolling topography
Utilities:	Water, electricity, natural gas, TV cable, high speed Internet, and telephone.



Source: Google Maps

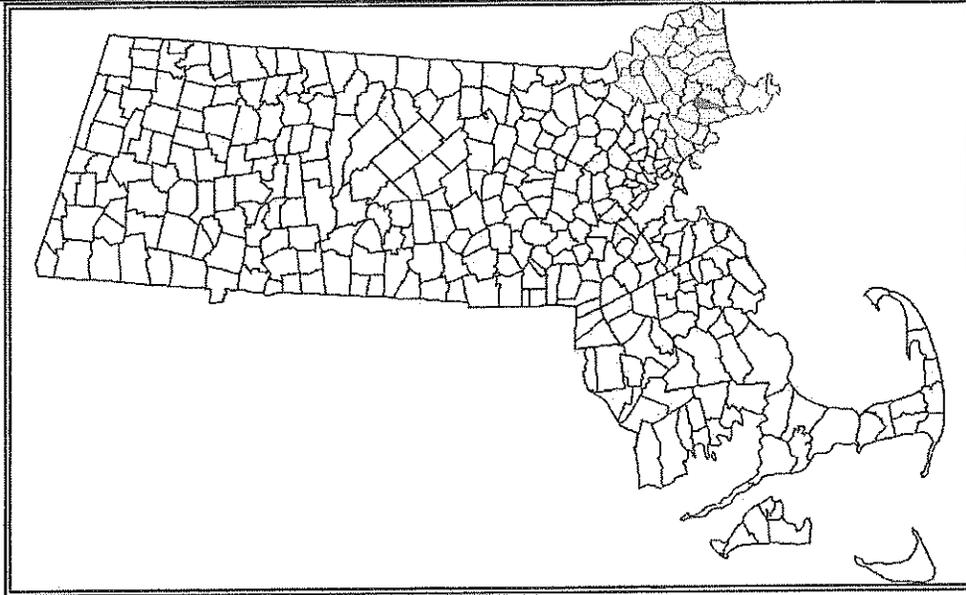
PART II: ANALYSIS AND DESCRIPTION



Source: GoogleMaps

Wenham and Region

Wenham is located in northeastern Massachusetts and is bordered by Beverly on the south, Danvers and Topsfield on the west, Hamilton on the north, and Manchester on the east. Wenham is 22 miles north of Boston. Wenham is situated in the Greater Boston Area, which has excellent rail, air, and highway facilities. State Route 128 and Interstate Route 495 divide the region into inner and outer zones, which are connected by numerous "spokes" providing direct access to the airport, port, and intermodal facilities of Boston. The principal highways through Wenham are State Routes 1A, 22 and 97. Commuter rail service is available to North Station, Boston from the Hamilton-Wenham Station with a travel time of 46-48 min. Additionally, Wenham is a member of the Massachusetts Bay Transportation Authority (MBTA), which provides fixed route bus service. The MBTA also provides THE RIDE, a paratransit service for the elderly and disabled.



Source: Wikipedia.com

Regional Overview

Nationally and regionally economic conditions have improved over the past 12 months after the severe economic crisis. Recent improvements in both the national the regional economy indicate signs of recovery and overall general improving economic conditions. The Federal Reserve Board (Fed), in its July 15, 2015 publication of the Beige Book, for the Boston (First) District, reported that business conditions were stable or improving. The retail contacts reported sales increases that ranged from modest to large and they characterized their capital spending plans as aggressive. Revenue growth was reportedly moderate-to-strong among consulting and advertising contacts, with the exception of an economic analysis firm that posted flat sales. Manufacturers gave mostly positive reports, although the stronger dollar weighed on some. No significant upstream pricing pressures were reported among either manufacturers or retailers, although one retailer raised its own prices to cover a wage increase. Labor market tightness was reported for experienced retail salespeople as well as for high-technology workers and various professional positions. Boston's commercial real estate market was seeing accelerating rent growth and aggressive bidding for investment properties. Sales of single-family homes increased in all New England states except Massachusetts, and median sales price increased in four of six states. The outlook was reportedly mostly positive among retail contacts,

stable or improving among most manufacturing contacts, and quite positive among business services contacts.

According to estimates released by the U.S. Commerce Department's Bureau of Economic Analysis (BEA), the gross domestic product (GDP) increased 3.7% in the second quarter 2015 after increasing only 0.6% in the first quarter of 2015. The increase in real GDP in the second quarter primarily reflected positive contributions from personal consumption expenditures (PCE), exports, state and local government spending, nonresidential fixed investment, residential fixed investment, and private inventory investment. Imports, which are a subtraction in the calculation of GDP, increased.

The consumer price index (CPI), as reported by the U.S. Department of Labor, increased 0.1% in July according to the most recent report of August 19, 2015. The CPI for the nation has risen 0.2%, before seasonal adjustment, over the previous 12-months. According to the Bureau of Labor Statistics, the indexes for food, energy, and all items less food and energy all rose slightly in July. The food index rose 0.2% as all six major grocery store food group indexes increased. The energy index rose 0.1% as an increase in the gasoline index more than offset declines in other energy component indexes.

A national consumer confidence index, published monthly by the Conference Board, has rebounded in August after declining in July, as reported in their August 25, 2015 survey. The consumer confidence index currently stands at 101.5 which was up from 91.0 in July. The Conference Board reported, "Consumer confidence rebounded in August, following a sharp decline in July. Consumers' assessment of current conditions was considerably more upbeat, primarily due to a more favorable appraisal of the labor market. The uncertainty expressed last month about the short-term outlook has dissipated and consumers are once again feeling optimistic about the near future. Income expectations, however, were little improved."

Nationally, current mortgage rates are still hovering around historical lows. According to HSH Associates, the average for a 30-year fixed conventional mortgage is currently 3.96% in the Boston, MA area.

Real Estate Market

Both nationally and in Massachusetts, economic fundamentals continue to show signs of improvement, however, at a slower pace than has been experienced since the recovery began and

has yet to fully recover to below-crash levels with elevated unemployment and sluggish economic growth.

Marcus & Millichap 2014 Annual Report indicated that investment activity is predicted to remain brisk in 2014 as local syndicates, out-of-state buyers, and institutions target assets within the metropolitan Boston markets. They also indicated that value-add listings will become more limited as owners choose to hold on to assets and capitalize on improved property operations, though opportunities will be more prevalent in the suburbs. Properties in all class types located inside Route 128 are in the highest demand. Moving outside of this boundary, property age and location also become factors and can greatly impact first year returns. Those in search of long-term holds will seek properties located in communities with established residential amenities such as retail, restaurants and medical facilities.

According to Marcus&Millichap in their second quarter 2015 OfficeResearch Market Overview report, Boston office construction is booming and as available Class A space diminishes. Demand from expanding tech and biosciences companies in the Seaport are fueling demand. The momentum in the commercial office market is expected to continue through the year. Approximately 6 million square feet of office space remains under construction. Two-thirds of this building space is located in the submarkets of Cambridge and Boston/Suffolk County, while outlying suburbs account for the remaining buildings. Developers will complete 4 million square feet throughout the Boston metro this year, adding 1.3% to office inventory in 2015. This is the highest level of office completions in nearly a decade. Last year 2.4 million square feet was delivered.

Marcus&Millichap reported that although volatility and speculation about the first rate hike since 2006 have ramped up considerably in recent weeks, the yield on the 10-year U.S. Treasury has traded near 2.4%, mostly due to recent issues in the Eurozone involving Greece. Economic data is improving since the weak print in first quarter GDP, proving the Federal Reserve's thesis of seasonal factors and transitory conditions as the culprits behind soft GDP. Market participants are now positioning for the September meeting as the most likely starting point for an interest rate hike, while the latest comments from Federal Reserve Chairwoman Janet Yellen indicate that the exact moment is still data-dependent.

Overall, sources of capital are available within the market and interest rates and financing terms are generally favorable, however, financing sources are underwriting risk more cautiously

than in past marks, putting a high premium on cash-on-cash return analysis versus pro-forma underwriting and weighing reserves for tenant improvements and vacancy and turnover. Major regional banks such as Eastern Bank, Cambridge Savings, and Brookline Savings are active within the market and issuing non-recourse debt for quality assets with well-capitalized sponsors. Additionally, national and international banks and insurance companies have been active participants in Boston and Suburban property underwriting and acquisition.

There have been no large multi-family building permits issued in the town of Wenham. The majority of building permits issued within the city have been for the new construction of single-family homes, additions, and improvements, with a small number of commercial permits. The lack of available multifamily developable land in the town of Wenham combined with restrictive zoning and current economic conditions has contributed to the low number of building permits issued for multi-family residences. The number of single-family building permits is evidence of the low density and development character of the Wenham area and surrounding communities.

Transportation

Wenham is situated in the Greater Boston Area, which has excellent rail, air, and highway facilities. State Route 128 and Interstate Route 495 divide the region into inner and outer zones, which are connected by numerous "spokes" providing direct access to the airport, port, and intermodal facilities of Boston. The principal highways through Wenham are State Routes 1A, 22 and 97. Commuter rail service is available to North Station, Boston from the Hamilton-Wenham Station with a travel time of 46-48 min. Additionally, Wenham is a member of the Massachusetts Bay Transportation Authority (MBTA), which provides fixed route bus service. The MBTA also provides THE RIDE, a paratransit service for the elderly and disabled.

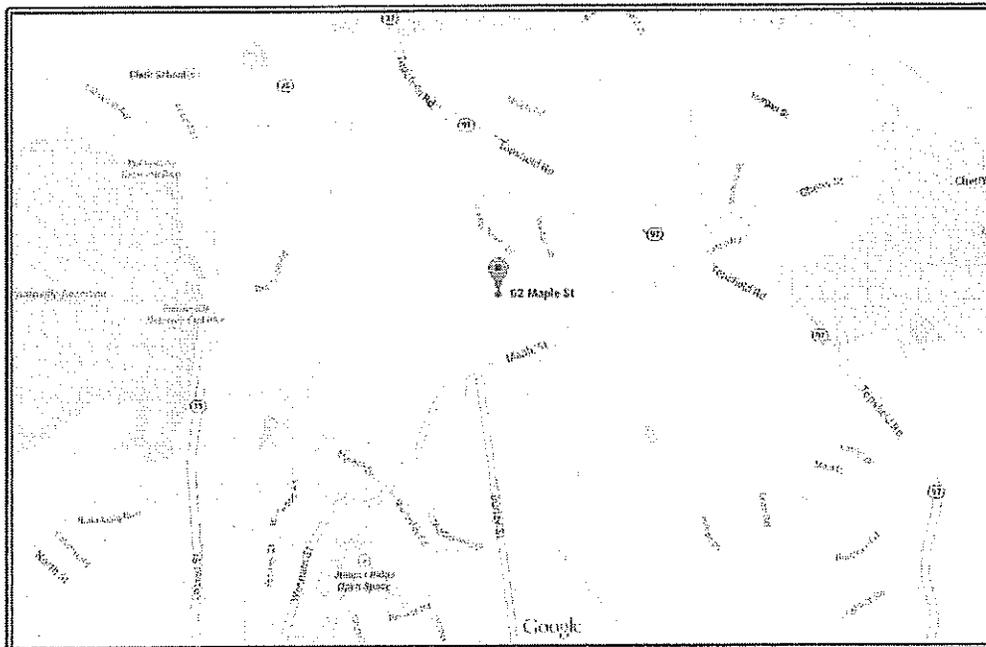
Massachusetts benefits from a broad-based and well-established transportation network. Logan International Airport, located in the city of Boston, is one of the country's most active terminals serving both domestic and international travelers. A large interstate highway system connects Massachusetts with the rest of New England and the country. Interstate 95 connects with State Route 128 and forms the inner loop around Boston, while Interstate 495 forms the outer loop, both of which run in a generally north-south direction. The Massachusetts Turnpike (Interstate 90) originates in Boston and connects the city with points west and upstate New York. The John F. Fitzgerald Expressway (the Central Artery) runs north-south through Boston and

connects the north and south shores. The Central Artery Project, completed in 2006, expanded and depressed the Southeast Expressway and connected the Massachusetts Turnpike to Logan Airport through the Ted Williams Tunnel to ease traffic congestion and beautify the city of Boston.

Conclusion

Economic activity in the U.S. continues to improve; however, the economic growth of the nation can be characterized as modest as the economy of the nation continues to recover. Employment, GDP, investment spending, consumer confidence, and availability of capital for investment are slowly showing signs of improvement. On July 29, 2015, the Federal Reserve Bank decided to maintain the target range for the federal funds rate at 0.0% to 0.25% and will assess progress toward maximizing employment and a 2.0% inflation goal. The Committee continues to see the risks to the outlook for economic activity and the labor market as nearly balanced.

Nationally, growth in household spending has picked up recently but remains constrained by pockets of high unemployment, modest income growth, lower housing wealth, and tight credit. Business spending on equipment and software has risen significantly; however, investment in nonresidential structures is declining and employers remain reluctant to add to payrolls, however, certain markets such as Boston have planned additions to supply. Housing starts have edged up but remain at a depressed level. Although the pace of economic recovery is likely to be moderate for a time, the Committee anticipates a gradual return to higher levels of resource utilization in a context of price stability. Real estate recoveries are driven mainly by employment growth and when GDP, and the labor markets begin to add jobs again, the real estate markets can begin to recover.



Source: GoogleMaps

Site and Neighborhood

The subject property is a 4.0+/- acre portion of a 24.63-acre site located at 62 Maple Street in Wenham, MA and is located within a mixed-use neighborhood. The neighborhood includes single-family residential uses and small commercial uses.

Access

The site is located on the northern side of Maple Street, just west of Topsfield Road, a main thoroughfare in Wenham. The majority of the prospective residents will likely be residents of Wenham and surrounding communities. The subject site is conveniently located to major interstate highways, enhancing access to regional and local employment, services, and amenities.

Visibility

Because of the location of the surrounding uses and the topography of the site, the site has excellent visibility. Pedestrian visibility is good along Maple Street and the surrounding neighborhood. The site is highly visible to passersby in vehicles and on foot.

Site Qualities

The site is an irregularly shaped parcel of approximately 4.0+/- acres. The site is relatively level and at street grade; however the northern portion of the site has areas of extreme

variation in topography. The property will need significant site work in order to accommodate a road or driveway to access the rear portion of the site. Additionally, the developer will install storm water management facilities including a retention pond and catch basins for the proposed use. There is approximately 60 feet of frontage on Maple Street. In addition to the site's proximity to employment centers, senior-targeted services, and interstate roadways, scenic views of the neighboring downtown area, proximity to open space, and the historic nature of the community and neighborhood offer extraordinary amenities and site benefits that enhance marketability.

Pipeline

According to the Wenham Planning Department, there are no other residential projects in development within the town, nor are there any project currently proposed.

Legal Restrictions

The use of the subject property is restricted by local zoning regulations. The subject is located within an area of minimal flooding yields no restrictions that impact the site.

Zoning Analysis

The site is located in the Residential zoning subdistrict. The R Subdistrict was established to provide for single-family residences. The district limits uses to single-family residential, educational uses, religious uses, day care, agricultural and accessory uses and other uses are permitted by special exception and approval from the Planning Board. The following table highlights the dimensional requirements for the R as determined by the Town of Wenham.

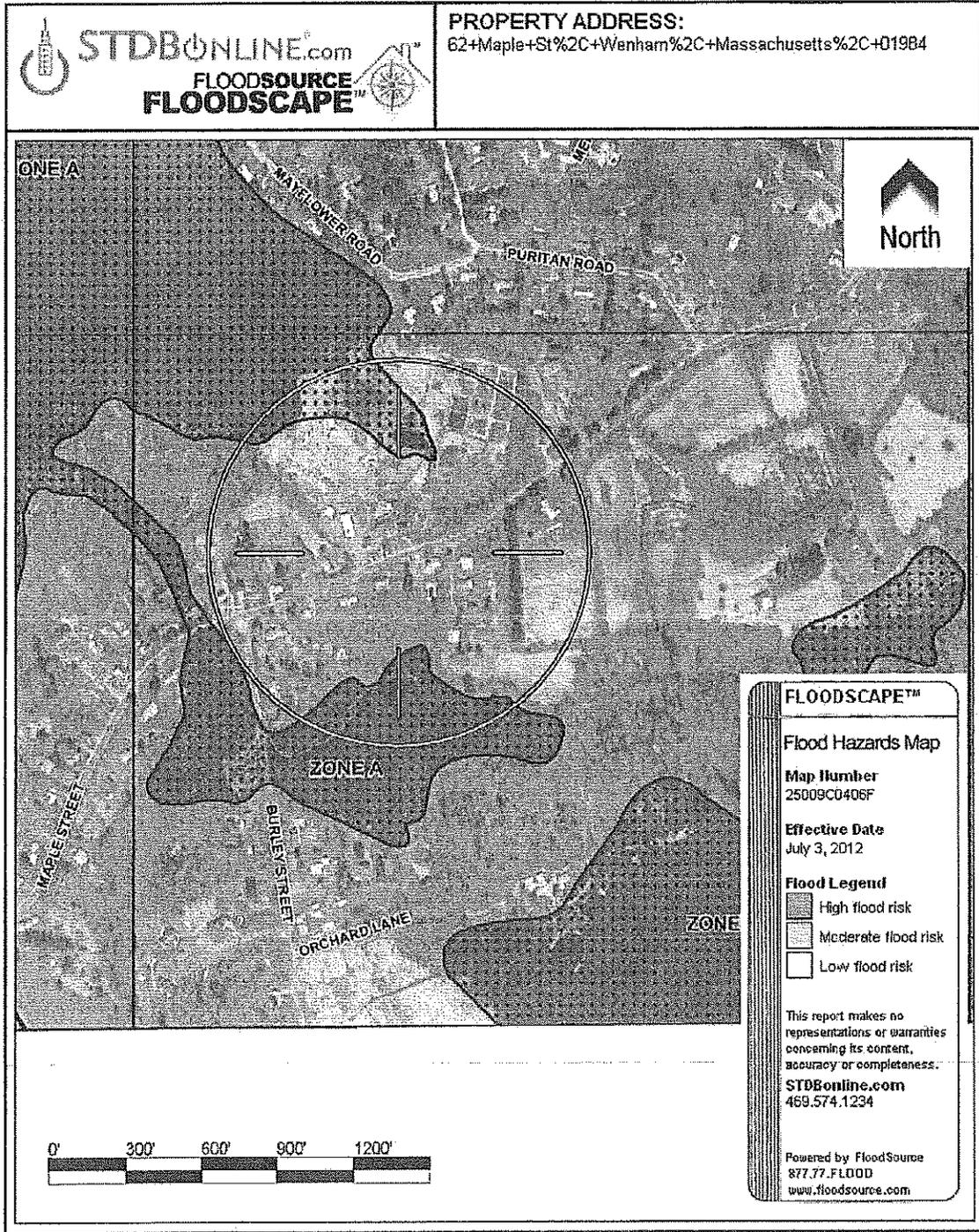
R Zone	
Minimum Lot Area:	40,000 square feet
Minimum Lot Frontage:	170 feet
Minimum Lot Width	100 feet
Maximum Building Height:	35 feet
Minimum Side Yard:	15 feet
Minimum Rear Yard:	15 feet
Minimum Front Yard:	20 feet
Maximum Lot Coverage:	50%

The property is currently vacant and conforms to the current zoning code. It is assumed for the purposes of this appraisal that the subject site has been approved for a Chapter 40B Comprehensive Permit to construct 60 units of affordable senior rental housing on approximately 4.0+/- acres of land. The subject property includes a portion of a larger site that is currently undeveloped and subject to existing residential zoning and a Massachusetts Chapter 61 use program and it is assumed that the Chapter 61 restrictions can be lifted and that the municipality waives the right of first refusal or other comparable arrangements are made. It is assumed for the purposes of this appraisal that the site will support the proposed physical improvements. It is further assume that any and all necessary infrastructure improvements required for the development are allowed and all required environmental, municipal, or other approvals be obtained.

Flood Zone

The subject property is located in Zone "X" floodplain on the Flood Insurance Rate Maps (FIRM) 25009C0406F dated July 03, 2012, published by the Federal Emergency Management

Agency (FEMA). "Zone X" is defined as areas of 500 year flood; areas of 100-year flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and areas protected by levees from 100-year flood. However, portions of the site are located within the 100-year flood zone to the northwest of the site, as indicated by the flood map below.



Taxes and Assessment Data Analysis

The property is subject to local real estate taxes from the town of Wenham. These taxes are based on the assessed value of the subject, as determined by the town. The current taxes encumbering the subject are based on the assessment for the fiscal year 2015 (FY15) at a rate of \$19.12 per \$1,000 for all property types based on a 100% assessment. A review of the records at the Wenham assessor's office reveals that the subject is assessed and taxed Chapter 61 vacant land. In the fiscal year 2015 (FY15), the assessed value of the subject, as determined by the town of Wenham, is \$1,200. The FY15 tax rate is \$19.12 per \$1,000 of assessed value, which equates to an estimated FY15 tax burden of \$22.95 for the property.

The subject property includes a portion of a larger site that is currently undeveloped and subject to an existing Massachusetts Chapter 61 use program and is therefore not considered an appropriate estimate of real property taxes on the subject. It is assumed that the Chapter 61 restrictions can be lifted and that the municipality waives the right of first refusal or other comparable arrangements are made.

Highest and Best Use

Highest and Best Use is defined as:

"The reasonably probable and legal use of vacant land or an improved property, which is physically possible, appropriately supported, financially feasible and that results in the highest value. The four criteria the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum profitability."⁴

In examining the highest and best use, two separate analyses are made:

- (1) **Highest and best use of land or a site as though vacant.** Among all reasonable, alternative uses, the use that yields the highest present value for the land, after payments are made for labor, capital, and coordination. The use of a property based on the assumption that the parcel of land is vacant or can be made vacant by demolishing any improvements.⁵
- (2) **Highest and best use of property as improved.** The use that should be made of a property as it exists. An existing property should be renovated or retained As-Proposed so long as it continues to contribute to the total Market Value of the property, or until the return from a new improvement would more than offset the cost of demolishing the existing building and constructing a new one.⁶

As indicated in the definitions, highest and best use applies to both the site as if it were vacant and as it is improved. In estimating the value of a property, it is important to establish the use that would bring the highest value to the land if the property were vacant. The highest and best use of the site as vacant sets the standard for evaluating the property as it is improved. In estimating the highest and best use, both as vacant and as improved, a four-step analysis is completed in which potential uses that are not legally permissible, physically possible, financially feasible or maximally productive are eliminated until only the highest and best use remains.

⁴The Dictionary of Real Estate Appraisal, Third Edition, Appraisal Institute, Chicago, IL, Page 171

⁵The Dictionary of Real Estate Appraisal, Third Edition, Page 171

⁶The Dictionary of Real Estate Appraisal, Third Edition, Page 171

As Vacant

Legally Permissible

The site is located in the Residential zoning subdistrict. The R Subdistrict was established to provide for single-family residences. The district limits uses to single-family residential, educational uses, religious uses, day care, agricultural and accessory uses and other uses are permitted by special exception and approval from the Planning Board, such as multifamily residential. The following table highlights the dimensional requirements for the R as determined by the Town of Wenham.

R Zone	
Minimum Lot Area:	40,000 square feet
Minimum Lot Frontage:	170 feet
Minimum Lot Width	100 feet
Maximum Building Height:	35 feet
Minimum Side Yard:	15 feet
Minimum Rear Yard:	15 feet
Minimum Front Yard:	20 feet
Maximum Lot Coverage:	50%

The property is currently vacant and conforms to the current zoning code. It is assumed for the purposes of this appraisal that the subject site has been approved for a Chapter 40B Comprehensive Permit to construct 60 units of affordable senior rental housing on approximately 4.0+/- acres of land. The subject property includes a portion of a larger site that is currently undeveloped and subject to existing residential zoning and a Massachusetts Chapter 61 use program and it is assumed that the Chapter 61 restrictions can be lifted and that the municipality waives the right of first refusal or other comparable arrangements are made. It is assumed for the purposes of this appraisal that the site will support the proposed physical improvements. It is further assume that any and all necessary infrastructure improvements required for the development are allowed and all required environmental, municipal, or other approvals be obtained.

Physically Possible

The subject property includes approximately 4.0+/- acres of land. The subject property has physical characteristics that do not significantly detract from its development potential. It is assumed for the purposes of this appraisal that the subject site has been approved for a Chapter 40B Comprehensive Permit to construct 60 units of affordable senior rental housing on

approximately 4.0+/- acres of land. The subject property includes a portion of a larger site that is currently undeveloped and subject to existing residential zoning and a Massachusetts Chapter 61 use program and it is assumed that the Chapter 61 restrictions can be lifted and that the municipality waives the right of first refusal or other comparable arrangements are made. It is assumed for the purposes of this appraisal that the site will support the proposed physical improvements. It is further assume that any and all necessary infrastructure improvements required for the development are allowed and all required environmental, municipal, or other approvals be obtained.

The physical characteristics of the land are comparable to that of neighboring comparable land zoned for similar uses such as single-family residential housing, however, the site includes approximately 60 feet of frontage and Wenham zoning requires frontage of 170 feet for the Residential zone. A variance and/or special permit would likely be required for the development of the site into new single-family housing units. Permitting and development of the site for single-family residential use is highly speculative, however, precedent exists within the market for common driveway and similar subdivision applications and is considered reasonable to assume approvals would be obtained to develop into single-family residential use of between 2 and 3 subdivided parcels.

Financially Feasible

There is a stable market for the development of land for single-family residential uses in the region. Recent sales of single-family home sites in Wenham have ranged from between \$215,000 and \$340,000 per single-family house lot, depending on location, required infrastructure improves and site work, and size. As the site is currently vacant, the development of single-family residential use would be feasible under current market conditions because the value of the finished improvements would be more than the cost of construction. However, recent sales and listings of multifamily residential sites within the market have ranged from between \$5,485 per unit of residential housing unit to \$62,500 per unit, as discussed in the Sales Comparison Approach of this report. Therefore, the use as a site for the hypothetical development of 60 units of affordable senior rental housing on approximately 4.0+/- acres of land is considered financially feasible.

Maximally Productive

The use that would serve to maximize returns while conforming to the legal and physical constraints on the site would be a site for the hypothetical development of 60 units of affordable senior rental housing on approximately 4.0+/- acres of land.

The Valuation Process

The valuation process is the "systematic procedure employed to provide the answer to a client's question about real property value."⁷ The valuation process involves applying three approaches to market value to the subject in order to arrive at a reliable market value conclusion. The three approaches are: the cost approach, the income capitalization approach, and the sales comparison approach.

The cost approach is "a set of procedures through which a value indication is derived for the fee simple interest in a property by estimating the current cost to construct a reproduction of, or replacement for, the existing structure; deducting accrued depreciation from the reproduction or replacement cost; and adding the estimated land value plus an entrepreneurial profit. Adjustments may then be made to the indicated fee simple value of the subject property to reflect the value of the property interest being appraised."⁸ The cost approach is particularly applicable when the improvements have recently been built and when there is an active market for new construction from which to extract land sales and comparable building costs. The cost approach has not been applied and is not a reliable indicator of value because the property is a vacant parcel of land.

The income capitalization approach is "a set of procedures through which an appraiser derives a value indication for an income-producing property by converting its anticipated benefits (cash flows and reversion) into property value. This conversion can be accomplished in two ways. One year's income expectancy can be capitalized at a market-derived capitalization rate or at a capitalization rate that reflects a specified income pattern, return on investment, and change in the value of the investment. Alternatively, the annual cash flows for the holding period and the reversion can be discounted at a specified yield rate."⁹

The income capitalization approach has not been used as a primary indicator of value because the property is currently a vacant parcel of land.

The sales comparison approach is "a set of procedures in which a value indication is derived by comparing the property being appraised to similar properties that have been sold recently, applying appropriate units of comparison, and making adjustments to the sale prices of the comparables based on the elements of comparison. The sales comparison approach may be

⁷*The Dictionary of Real Estate Appraisal, Third Edition*, page 384

⁸*The Dictionary of Real Estate Appraisal, Third Edition*, page 81

⁹*The Dictionary of Real Estate Appraisal, Third Edition*, page 178

used to value improved properties, vacant land, or land being considered as though vacant; it is the most common and preferred method of land valuation when comparable sales data are available."¹⁰

Because the property is currently a vacant parcel of land, the sales comparison approach has been used to derive an independent value. "Reconciliation is the last phase of any valuation assignment in which two or more value indications derived from market data are resolved into a final value estimate, which may be either a final range of value or a single point estimate."¹¹

¹⁰*The Dictionary of Real Estate Appraisal, Third Edition, page 318*

¹¹*The Dictionary of Real Estate Appraisal, Third Edition, page 296*

Land Sales Comparison Approach

The Sales Comparison Approach is based upon the principle of substitution, which states that a prudent buyer would not pay more for a property than it would cost to acquire a comparable substitute property. This approach involves direct comparison of the property being appraised to other similar type properties that have sold or are currently offered for sale. Since no two properties are ever identical, analysis of differences in property rights transferred, financing, market conditions, quality, location, size and market appeal is necessary. Due to the nature of this property the Sales Comparison Approach has been used to derive an independent land value for the subject property based on sales of comparable development sites in the market area. In comparing and adjusting the sales to the subject property in order to arrive at an indication of the market value of the subject, a judgment of the sales' superiority or inferiority based on a number of specific characteristics is made. These characteristics include property rights transferred, the conditions of each sale and any unusual financing, changing market conditions, locational characteristics, and physical characteristics.

Comparable Land Sales Summary									
Sale #	Location Buyer Seller	Sale Date 40H Approval Date	Site Area	Book/Page	Sale Price	Number of Units	Indicated Price per Unit	Indicated Price per Acre	DHCD SHI %
1	16 Berry Street North Andover, MA North Andover Holdings LLC Berry Street Trust	4/30/2012 3/11/2014	18.88 acres	12923/0102	\$1,075,000	196 Rental	\$5,485	\$56,939	6.20%
2	Greenwood Estates 273 Riverneck Road Chelmsford, MA H&L Pioneer 40B LLC Raymond & Mildred Greenwood	12/21/2012 1/9/2014	1.73 acres	26784/261	\$415,000	13 Condos	\$31,923	\$239,884	4.90%
3	Allard's Grove 760 Nashua Road Dracut, MA Allard's Grove LLC Gilbert Campbell Trustee	3/17/2010 9/27/2009	3.77 acres	LC203/107	\$380,000	60 Rental Senior	\$6,333	\$100,796	5.80%
4	The Residences at Maynard 129 Packer Street Maynard, MA Parker Street Holdings LLC Anglo Irish Real Estate Holdings INC	7/13/2011	58.30 acres	1401/69	\$7,650,000	317 Condos	\$24,132	\$131,218	8.20%
5	The Residences at Rose Landing 356-360 Andover Street Danvers, MA PF Damyers 360 Andover Street LLC	11/16/2011 9/27/2005	10.20 acres	30838/401	\$1,100,000	71 TH Condos	\$15,493	\$107,843	9.20%
6	Riverwalk Place 160R Main Street Peabody, MA LISTING LISTING	LISTING	0.70 acres	LISTING	\$2,500,000	40	\$62,500	\$3,571,429	9.20%
7	Lynnfield Village 2 Broadway Lynnfield, MA LISTING LISTING	LISTING 2014	5.14 acres	LISTING	\$2,000,000	64	\$31,250	\$389,105	11.40%

Source: Kirk & Company Files

Conclusion

The sales based on price developable residential unit have been adjusted for differing characteristics in order to provide an indication of the market value of the subject property. The sales bracket the subject in terms of comparability of quality, location, size and market appeal. The uncertainty of the local and regional economies has prevented the flow of capital to new real estate development, speculative or otherwise in the past 24-month period, however, recent trends within the region have indicated an overall improvement in conditions, however, few transactions of land for development were observed.

The Commonwealth of Massachusetts allows Chapter 40B applications in communities where less than 10% of the year-round housing meets the statute's definition of low- and moderate-income housing. The Chapter 40B Comprehensive Permit allows developers of affordable housing to potentially override local zoning and certain other requirements when developing housing consistent with the Chapter 40B requirements. In any municipality in Massachusetts where less than 10% of the municipality's housing supply qualifies as affordable under certain criteria, a developer of housing can build a larger, denser project than the municipal zoning bylaws would permit and also in zones where multifamily housing development would not be allowed. The Chapter 40B Comprehensive Permit requires that at least 20% of the units be available to residents earning 50% or less than area median income (AMI) or 25% of the units be available to residents earning 80% or less than AMI.

In order to qualify for a Chapter 40B Comprehensive Permit, the developer must be a non-profit entity, non-profit sponsor, or qualify for limited dividend status. The developer of Chapter 40B developments are subject to additional review, accounting requirements, cost certification, and limited financial distributions. The proposed development is required to submit formal applications and receive conditional qualifying approvals from the state subsidizing agency, the Massachusetts Housing Finance Agency (MassHousing). If the project receives MassHousing conditional approval, the developer then petitions the local municipality for approval and consistency with local housing priorities and municipal housing plans. The process for approval is iterative and requires various hearings, certifications, and can be an uncertain process with considerable development risk.

As of the most recent affordable housing inventory conducted by the Massachusetts Department of Housing and Community Development (DHCD), on December 5, 2014, the town

of Wenham has 122 units of affordable housing. Of the total 1,404 housing units counted in the 2010 Census in Wenham, 8.7% are considered affordable under the Massachusetts Chapter 40B requirements.

In comparing and adjusting the sales to the subject in order to arrive at an indication of the market value of the subject property, a judgment of the sales' superiority or inferiority based on a number of specific characteristics is made. These characteristics include property rights transferred, the conditions of each sale and any unusual financing, changing market conditions, locational characteristics, and physical characteristics. Additionally, sales of land for speculative Chapter 40B development sites and Chapter 40B permitted sites have been surveyed.

There were five recent comparable sales of land sites and two current listings which range in price from \$380,000 to \$7,165,000 and from \$5,485 per unit of residential housing unit to \$62,500 per unit. All seven comparables were located in North Andover, Chelmsford, Dracut, Maynard, Danvers, Peabody, and Lynnfield and vary in their comparability to the subject property based on location, land area, and use. Most of the sales are generally located in comparable neighborhoods to that of the subject and have a mix of higher quality residential, commercial and retail land uses and all of the sales occurred between 2010 and the present.

The sales based on price per unit of residential housing have been adjusted for differing characteristics in order to provide an indication of the market value of the subject property. The sales bracket the subject property in terms of overall comparability. The gap between the bid and ask prices on land for the development of multifamily properties, which is the current use of the subject property, has recently closed, further strengthening the market. The subject property includes approximately 4.0+/- acres of land and it is assumed for this analysis that the site is approved for 60 units of residential housing with units of approximately 650 square feet. The proposed use of the property includes the new construction of 60 units of affordable rental housing for seniors within a single three-story building and the property will include a total of 90 surface parking spaces.

The site is an irregularly shaped parcel of approximately 4.0+/- acres. The site is relatively level and at street grade; however the northern portion of the site has areas of extreme variation in topography. The property will need significant site work in order to accommodate a road or driveway to access the rear portion of the site. Additionally, the developer will install storm water management facilities including a retention pond and catch basins for the proposed

use. The required site work, varying topography, and speculative nature of the development puts downward pressure on the per unit land values observed in the market. Based on the sales surveyed in the range of \$380,000 to \$7,650,000 and from \$5,485 per unit to \$62,500 per unit, the indicated market value of the subject property land is \$30,000 per residential unit, or \$1,800,000 for a 60-unit permitted site at this location.

Reconciliation and Final Value Estimate

In appraising the Market Value of the fee simple estate in the subject property as of September 14, 2015, the cost approach, sales comparison approach and income capitalization approach have been considered. The value indications from each of the approaches are as follows:

Value Indications

Cost Approach: N/A

Sales Comparison Approach: \$1,800,000

Income Capitalization Approach: NA

Overall Indication of Market Value: \$1,800,000

The subject property includes a 4.0+/- acre portion of a 24.63-acre site. Due to the nature of the subject property as a vacant and unimproved parcel of land, the cost and income capitalization approaches to value are not appropriate and have not been relied on in determining the Market Value "As Is" of the land assuming the approval of a Chapter 40B Comprehensive Permit for 60 units of senior rental housing. Therefore the sales comparison approach has been relied upon for the Market Value "As Is" estimate. It is assumed for the purposes of this appraisal that the subject site has been approved for a Chapter 40B Comprehensive Permit to construct 60 units of affordable senior rental housing on approximately 4.0+/- acres of land. The subject property includes a portion of a larger site that is currently undeveloped and subject to existing residential zoning and a Massachusetts Chapter 61 use program and it is assumed that the Chapter 61 restrictions can be lifted and that the municipality waives the right of first refusal or other comparable arrangements are made. It is assumed for the purposes of this appraisal that the site will support the proposed physical improvements. It is further assume that any and all necessary infrastructure improvements required for the development are allowed and all required environmental, municipal, or other approvals be obtained.

In summary, the Sales Comparison Approach is based on several sources of reliable, current data and is the most appropriate methodology for appraising the property. Based on the six sales of land for residential development in the range from \$380,000 to \$7,650,000 and from \$5,485 per unit of residential housing unit for apartment rental sites to \$62,500 per unit for

condominium sites, the indicated market value of the subject property land is \$30,000 per residential unit, or \$1,800,000 for a 60-unit permitted site at this location.

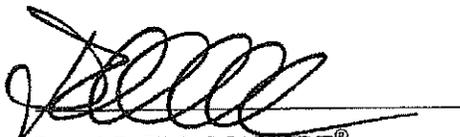
Our opinion of the hypothetical Market Value "As Is" of the fee simple estate of a 4.0+/- acre portion of the site, assuming Chapter 40B approvals as of September 14, 2015 is:

ONE MILLION EIGHT HUNDRED THOUSAND U.S. DOLLARS
\$1,800,000

Certificate of Value

We hereby certify that:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions of the initial appraisal, and are our personal, unbiased professional analyses, opinions and conclusions.
3. We have no present or prospective interest in the property that is the subject of this report, and we have no personal interest or bias with respect to the parties involved.
4. Our compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event.
5. The reported analyses, opinions and conclusions were developed and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Practice of the Appraisal Institute and the Uniform Standards of Professional Appraisal Practice, promulgated by the Appraisal Foundation.
6. David S. Kirk and Brett N. Pelletier have made personal inspections of the property that is the subject of this report.
7. Both David S. Kirk and Brett N. Pelletier are competent to appraise the subject property as both have had substantial experience in appraising all types of income producing property. No one provided significant professional assistance to the persons signing this report.
8. Kirk & Company has not previously appraised this property; however, we have performed other service, within the past three (3) years.
9. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
10. The Appraisal Institute conducts a voluntary program of continuing education for its designated members. MAI's and RM's who meet the minimum standards of this program are awarded periodic education certification. David S. Kirk is currently certified under this program through December 31, 2016.



David S. Kirk, MAI, CRE®



Brett N. Pelletier

PART III: APPENDICES

1. Qualifications

Appendix 1

Qualifications of the Appraisers

DAVID S. KIRK, MAI, CRE

Mr. Kirk is the Principal and Founder of Kirk & Company, a real estate appraisal, consulting and investment counseling company located in Boston, Massachusetts. Kirk & Company offers real estate consulting services to institutions, corporations, investors and developers. Services include advice, analysis and assistance on real estate investment, disposition, and development, including property valuation, marketability and feasibility studies.

Prior to founding Kirk & Company in 1993, he was a Senior Vice-President and Principal of The Boston Financial Group, and the Director of the Boston Financial Consulting Group, a division within the company that offers real estate consulting services. Lend Lease acquired Boston Financial in September of 1999. Prior to 1971, Mr. Kirk was an account executive with Landauer Associates (New York City), real estate consultants, where he was an appraiser of commercial, industrial and residential properties for purposes of financing, joint venture, disposition and corporate merger/acquisition.

Mr. Kirk is a member of the Appraisal Institute (MAI) and the Counselors of Real Estate (CRE). He was the President for 2001 of the Counselors of Real Estate and the 2001 President of the Greater Boston Chapter of The Appraisal Institute. He is a member of the Greater Boston Real Estate Board, the National Association of Realtors, and Lambda Alpha International. Mr. Kirk is a Certified General Real Estate Appraiser in the Commonwealth of Massachusetts and a licensed real estate broker in Massachusetts and New York.

Mr. Kirk is a graduate of the University of Pennsylvania where he majored in Architecture and the Wharton Graduate School of Business where he majored in Finance. He has been a speaker and a panelist at conferences of, among others, the Urban Land Institute, the National Trust for Historic Preservation, the Mortgage Bankers Association of America, the Society of Real Estate Appraisers, and the Massachusetts Bar Association. He was chairman of an advisory working group on Troubled Properties for the United States Department of Housing and Urban Development.

Mr. Kirk was a member of the Board of Editors of *Banker & Tradesman* and a contributing writer to the *New England Real Estate Journal*, and a co-author of *Real Estate: A Hidden Corporate Asset* (American Society of Real Estate Counselors, 1986). He has written articles which have appeared in national real estate periodicals including *The Appraisal Journal* and *Real Estate Review*. His article, "Using the Reversion/Shelter Approach to Appraise Subsidized Housing," co-authored with David A. Smith, was honored as the best *Appraisal Journal* article written in 1983, recipient of the Robert H. Armstrong Award.

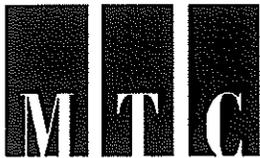
Brett N. Pelletier

Mr. Pelletier joined Kirk & Company in 2005 to assist in the appraisal and consulting process, which includes narrative appraisal reports, feasibility studies, acquisition analysis and customized market research. Kirk & Company offers real estate consulting services to institutions, corporations, investors and developers. Services include advice, analysis and assistance on real estate investment, disposition, and development, including property valuation, marketability and feasibility studies. Mr. Pelletier specializes in the appraisal and analysis of market-rate, mixed-income, and affordable housing properties; including senior housing, assisted living facilities, and other types of rental and for-sale housing.

Prior to joining Kirk & Company, Mr. Pelletier served as campaign intern with John Kerry for President and was a legislative intern in the Boston office of the late Senator Edward M. Kennedy. Mr. Pelletier received his Bachelor's Degree in Finance with minors in English and Government from Bentley University where he focused on Corporate Finance and Real Estate with coursework in Real Estate Law, Real Estate Financing and Urban Planning & Development. Mr. Pelletier has successfully completed extensive primary and continuing education courses with the Appraisal Institute, Massachusetts Board of Real Estate Appraisers, and other national and regional professional and educational organizations.

Mr. Pelletier is a Licensed Real Estate Appraiser Trainee in the Commonwealth of Massachusetts, a Practicing Affiliate Member of the National and Massachusetts Chapter of the Appraisal Institute, an Emerging Leader Member of the Real Estate Finance Association (REFA) and a member of the National Council of Affordable Housing Market Analysts (NCAHMA, an affiliated council of National Housing and Rehabilitation Association).

Mr. Pelletier is also a member of the Preservation Society of Newport County and Fall River Historical Society, non-profit organizations that preserve and protect the architectural heritage of Newport County, Rhode Island and Fall River, Massachusetts. Additionally, Mr. Pelletier serves on the board of directors of the Striving Artists Theatre Company of Beverly, Massachusetts; a non-profit performing arts organization dedicated to enriching the community with innovative theatre arts.



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MEMORANDUM

TO: HARRIET DAVIS, CHAIR
WENHAM COMMUNITY PRESERVATION COMMITTEE

CC: PETER LOMBARDI, TOWN ADMINISTRATOR
TOWN OF WENHAM

FROM: ADAM J. COSTA, ESQ. 
MEAD, TALERMAN & COSTA, LLC

SUBJECT: MAPLE WOODS PROJECT
FUNDING REQUEST

DATE: JANUARY 29, 2019

Reference is made to the above-captioned matter. In that connection, I have been asked by Town Administrator Peter Lombardi, cc'd above, to comment on the application for funding submitted for the Maple Woods project (the "Project"). The Project has been and continues to be the subject of pending litigation in the Superior Court, as the Committee knows. The litigation includes challenges not only to the comprehensive permit issued for the Project by the Zoning Board of Appeals, but also to the anticipated expenditure of public funds by the Town, i.e. through vote(s) of the Committee, the Affordable Housing Trust and the Selectmen, including Town Meeting action as required.

What prompts the application now before the Committee is a mediation that occurred between the private parties to the litigation: the Plaintiffs, i.e. certain residents of the Town of Wenham; and the Project proponent, Maple Woods Housing, LLC. Said mediation occurred on January 7, 2019; the Town opted not to participate but to await the progress made by the private parties, if any, toward a resolution. The result of the mediation was a Binding Term Sheet, so-called, a copy of which has been provided to you. It includes the following terms and contingencies:

- a lesser number of housing units in the Project, i.e. 45 instead of 60, including a reduction in building height to two (2) stories unless "not feasible due to site constraints or... significant additional costs."
- moving the building "back an additional fifty feet (50)" while also eliminating most of the windows on the "blunt end" of the building;
- a 62+ age restriction, in perpetuity;
- local preference up to seventy percent (70%), subject to Department of Housing and Community Development (DHCD) approval;
- additional landscaping of or in the vicinity of the Terranovas' and Berth-

Millis Office

730 Main Street, Suite 1F
Millis, MA 02054
Phone 508.376.8400

iaumes' properties;

- withdrawal of all objections to the Project and no further opposition thereto by the Plaintiffs, including submittal of a letter by them supporting the Project and its funding;
- contingent upon Maple Woods Housing, LLC's receipt of all necessary permits and approvals for the Project by the Town; and
- contingent upon the commitment of at least \$1,000,000.00 in Town funding.

I note that the Binding Term Sheet was and is *not* a settlement agreement; though it no doubt expresses the parties' agreement on the material terms of a settlement. It is made expressly contingent upon "the approval of Harborlight Community Partners, Inc." as well as "the approval of all Plaintiffs." I am told that the former has occurred; I do not know if the latter has yet been accomplished. (Maple Wood Housing, LLC's attorney did tell me that the two (2) Plaintiffs who participated in the mediation had full authority to bind them all, but the Binding Term Sheet does include the aforesaid contingency and speaks for itself.) The Binding Term Sheet, while "intended to be legally binding," contemplates counsel for the parties thereafter "prepar[ing]" and the parties "execut[ing] all formal settlement documents necessary to implement th[e] agreement..." (That process is underway but not completed, according to the Plaintiffs' attorney.)

I further note that the contingencies referenced above do not obligate the Town in any way, including the Committee, the Affordable Housing Trust and the Selectmen, to act in any particular way with respect to funding (or other) requests made of it. The Committee is not required to recommend funding for the Project. Nor are the Affordable Housing Trust and Selectmen required to commit any funds. And certainly Town Meeting cannot be bound. The Zoning Board of Appeals is not obliged to permit modification of the comprehensive permit, either. Such funding and modification will facilitate, however, advancement of the Project with the amendments and commitments included in the Binding Term Sheet and, I suspect, the forthcoming Settlement Agreement between the private parties. Refusals to fund, inability to obtain the necessary vote(s) and/or an unsuccessful effort to modify the comprehensive permit mean only that the private parties' agreement fails and all parties return to their present litigating position: pursuing a challenge to or defending against, respectively, the 60-unit Project and the Town's right(s) to fund it in part.

In my opinion, the Committee is allowed, but not required, to consider and act on the funding request now before it, even with the litigation pending. (Whether it chooses to do so is a matter of discretion, not a matter of law.) A new application for funding is exactly that: a *new* application. Prior requests, proposals or applications for monies to fund the Project, i.e. the original version thereof, are of no consequence. A funding recommendation will no doubt be subject to the same challenges as have already been advanced in the litigation; but, if the funding allows for settlement on the terms heretofore negotiated, the Plaintiffs' claims will be dismissed by them voluntarily.

I do appreciate that the Committee may wish to condition the recommendation it issues for Project funding, if any; and nothing in the Town's Bylaw, see Chapter XXII, or the Community Preservation Act, G.L. c. 44B, prohibits it from doing so. If the Committee's desire is for funding to be contingent on the actual development of the Project as revised in accordance with the material terms of the Binding Term Sheet, it should say so. These would include, minimally, the Zoning Board of Appeals' issuance of a modification to the comprehensive permit, passage of the applicable appeal period without appeal and dismissal of the pending litigation involving the Project. I'd recommend that, should the Committee proceed as above-described, its vote also be contingent upon its review of the Town Meeting warrant article effecting the foregoing.

The property's Chapter 61 land status, i.e. as forestry land, is not at issue in the litigation nor is it referenced in the Binding Term Sheet; but I address it nonetheless. Under G.L. c. 61, no land taxed thereunder shall be sold for or converted to residential, industrial or commercial use while so taxed or within 1 year after that time unless the municipality is first notified of the intent to sell or convert; and, thereafter, the municipality may exercise its right-of-first-refusal to acquire the same. The aforesaid right does not vest, however, unless and until a bona fide offer is received for the land: an offer not subject to zoning changes, conditions or contingencies. I understand that, in preparation therefor, the Town is pursuing an appraisal of the property to better determine its full and fair market value. Again, if the Committee decides to recommend funding for the Project, it would be wise for its vote to be contingent upon the Project proceeding, i.e. a decision of the Town *not* to exercise its right-of-first-refusal.

In summary, a recommendation of funding by the Committee is but one accomplishment in a comprehensive settlement-to-be that requires a minimum \$1,000,000.00 in Town funding, e.g. including votes of the Affordable Housing Trust, the Selectmen and Town Meeting to achieve the same, as well as amendment of the comprehensive permit. An award of funds enables Maple Woods Housing, LLC to continue its pursuit of a development that is consistent with the Binding Term Sheet, rather than the development already permitted by it several years ago. (According to Maple Woods Housing, LLC's attorney, the \$1,000,000.00 in funding is what renders the 45-unit Project viable.) A denial of funds might cause Maple Woods Housing, LLC to proceed with the litigation and defend its 60-unit project; although even that version of the Project requires funding, I believe, that has not yet been secured.

I hope that the above is helpful to you; and I am sorry that I am unable to attend tonight's meeting. Should you have further questions, please pass them along and I will answer them as best I can.

The Shannon Company

REAL ESTATE APPRAISERS, CONSULTANTS & BROKERS

24 SPRING STREET
IPSWICH, MA 01938
(617) 314-6138
e-mail rshannon@ccim.net

January 25, 2019

Mr. Peter Lombardi, Town Administrator
Town of Wenham
Wenham Town Hall
138 Main Street
Wenham, MA 01984

Via e-mail
Page 1 of 4

RE: 62 Maple Street, Wenham, MA

Dear Mr. Lombardi:

At your request, I am pleased to submit this proposal to conduct a market value appraisal of the above captioned property. This proposal sets forth the objective and scope of my work, the documentation I will prepare, and the fee for my services.

OBJECTIVES

The objective of this engagement is to provide you with a current market value appraisal of the fee simple estate for a portion of the above-captioned property. The property to be appraised contains approximately 4+/- acres and will be subdivided from a larger parcel. The property contains approximately 59+/- feet of frontage along Maple Street. The appraisal report will be used in conjunction with the Town's Right of First Refusal to purchase the property in conjunction with the property being removed from Chapter 61B.

SCOPE OF SERVICES

The appraisal will be transmitted to you in a self-contained report, which will include the following information:

A. Definition of Market Value.

"The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, with the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title to a buyer under conditions whereby:

- 1) Buyer and seller are typically motivated;

- 2) Both parties are well informed or well advised, and acting in what they consider to be their own best interests;
- 3) A reasonable time is allowed for exposure in the open market;
- 4) Payment is made in terms of cash in US dollars, or in terms of financial arrangements comparable thereto; and
- 5) The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale."

B. Purpose and Function of the Appraisal, and Property Rights Appraised.

C. Area Analysis- an overview of the economic base and historical and anticipated economic growth of the area surrounding the subject property. Emphasis will be placed on the existing and projected social and economic forces that are relevant to a residential property.

D. Site Data- a description of the subject site.

E. Improvement Data- a description of the subject's improvements.

F. Highest and Best Use- The subject property received a comprehensive permit which allows for the construction of 60 condominium units which will be restricted to occupants that are 62 years of age or older. However, the permit was appealed and reportedly is close to a settlement with the number of units reportedly being reduced to 45. In the event it is determined that this represents the highest and best use of the property a hypothetical condition would be included in the report which will assume the allowed number of permits are in place as of the date of valuation. However, other uses of the property would be considered in determining the highest and best use of the property. The report will conclude at a single highest and best use. In the event it is determined that the highest and best use of the property is for something other than the development of the property under the comprehensive permit, an analysis of both valuations will be included in the report. I anticipate that the highest and best use of the property will be based on the development under the comprehensive permit for condominium units.

G. Assessment and Taxes.

H. Zoning.

I. Income Approach - a valuation of the future income benefits associated with the subject property as measured by revenue and expense projections converted to an estimate of market value by market reflective discount and capitalization rates. This approach would not be developed unless it is determined the highest and best use of the property is to be subdivided into multiple residential lots.

J. Cost Approach- in summary, an estimate of the depreciated replacement cost of the improvements plus the value of the land on a vacant land basis. Due to the property consisting of mostly land, this approach will not be utilized.

K. Sales Comparison Approach- in summary, an estimate of market value by an analysis of recently sold comparable properties. I will adjust the property sales relative to the subject property via major value determining variables.

L. Correlation of Value - a discussion of the strengths and weaknesses of the valuation approaches leading to the estimated market value conclusion.

The appraisal will be prepared in accordance with the requirements of the Code of Professional Ethics and Standards of Professional Practice of the Appraisal Institute as well as the Uniform Standards of Professional Appraisal Practice.

TIMING AND FEES

I am prepared to submit the final report within 30+/- days of receipt of a signed engagement letter. In the event it is determined the highest and best use of the property is for the development of the property under the comprehensive permit, which will hypothetically assume the permits are in place on the date of valuation, the total fee for my services will be \$5,500. In the event it is determined the highest and best use of the property is for something other than the development for multi-family condominiums under the comprehensive permit, the total fee would be \$6,900.

I would require a retainer in the amount of \$2,750 at the commencement of the assignment with the balance being due upon submission of my report. Please note that this time frame is subject to change and is dependent upon other outstanding proposals. I cannot commit to this time frame without a signed engagement letter. In the event you wish to proceed with this engagement, please call me prior to signing the letter to confirm that I have not committed to another appraisal assignment. I realize time is of the essence and I will make every attempt to complete the assignment before this date.

The Shannon Company will be acting strictly as in independent third party during the course of the appraisal assignment. Any delay in receiving the necessary information may affect the delivery of the report.

The above fees include the time for a single meeting with Town Officials in order to answer any questions regarding the valuation and final report. Additional fees would be required in the event additional meetings are requested. The fee for additional meetings would be billed at a rate of \$195.00 per hour.

I am in receipt of all of the necessary information in order to complete this assignment. If there is additional information needed, I will contact you.

If a decision is made by you to discontinue my work, my fee will be based on actual time expended as of that date. If conditions beyond my control are encountered, which require time not presently estimated in my work plan, I will notify you prior to proceeding with this additional work so that a mutually acceptable revision in the fee can be arranged.

CONDITIONS OF MY WORK

The preparation of the estimated market value appraisal of the subject property will assume that title to the property is good and marketable. In developing certain computations of value, I will assume that the distribution of value between land and building applies only to the intended use of the property and my value estimate will be inappropriate if the property is used for any other purpose. The opinions, estimates, data, and statistics furnished by others where indicated in my report will be accepted without verification and will be assumed to be correct.

The valuation will be based on computations described in my report. These computations will not be a guarantee of value, since this can only be determined by the bargaining of a willing buyer and a willing seller. The valuation will be prepared by Robert F. Shannon, MAI.

My report will be based on estimates, assumptions and other information developed from my research of the market, knowledge of the industry and information which will be provided to me. The sources of information and bases of the estimates and assumptions will be included in my report. Some assumptions inevitably may not materialize, and unanticipated events and circumstances may occur. Therefore, actual results achieved during the projection period will vary from my projections, and the variations may be material. My report will contain a statement to that effect.

My report will be intended solely for your information and guidance in conjunction with your potential acquisition of the property. It is not to be used or quoted in any registration statement, prospectus or other form of offering circular for the sale or exchange of securities without the prior written consent of the undersigned.

To indicate your acceptance of this proposal, please sign where indicated on this letter and e-mail it to me at rshannon@ccim.net. The requested information can be sent under separate cover. Please contact me at 617-314-6138 if you have any questions concerning this proposal.

I appreciate the opportunity to present this proposal to you and I look forward to hearing from you in the near future.

Very truly yours,



THE SHANNON COMPANY
Robert F. Shannon, MAI, CCIM

Accepted By: Fel LSO.
Authorized Official, Town of Wenham

Title: Town Administrator

Date: 1/31/19

Project Name: 62 Maple Street, Woburn, MA
 Date: 01/29/2019
 Scale: 1" = 40'-0"



PROJECT SUMMARY

UNIT COUNT:	22 UNITS
FIRST FLOOR:	23 UNITS
SECOND FLOOR:	45 UNITS
TOTALS:	68 UNITS
TOTAL AREA PER B. OOR:	22,000 SF
TOTAL BUILDING AREA:	44,000 SF
TYPICAL UNIT AREA:	600 SF
LOT SIZE:	4-187 ACRES

ZONING SUMMARY

ZONING: R-1
 HEIGHT: 35 FT
 FLOOR AREA: 22,000 SF
 TOTAL AREA: 44,000 SF
 BUILDING HEIGHT: 35 FT
 PARKING: 1 SPACES PER 2 UNITS
 PARKING SPACES TO PROVIDE: 11 SPACES
 TOTAL: 11 SPACES

January 29, 2019



 SIEMASKO + VERBRIDGE ARCHITECTS	Proposed New Construction Maple Woods Housing LLC 178 Dudley Street Beverly, MA 01915 www.siemasko.com 978.922.1353	62 Maple Street Woburn, MA Architecture Interior Design Landscape Design 978.922.1353	Project Name Description Scale: 1"=40' Date: 01/29/2019 Drawn by: ADR Checked by: GMR File Name:	Project # Project Name		<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="2">Revisions</th> <th colspan="2">Schematic Design</th> </tr> <tr> <th>△</th> <th>Issue</th> <th>Date & Issue Description</th> <th>Check By</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	Revisions		Schematic Design		△	Issue	Date & Issue Description	Check By								
	Revisions		Schematic Design																			
△	Issue	Date & Issue Description	Check By																			
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CPA Fund Balances FY 2020 Planning Document

February 6, 2019* (Including potential full funding scenarios for all FY 20 projects to date)

CPA Surcharge 3%	\$ 350,000	
State Match - Estimate	\$ 48,300	13.80%
Estimated Annual Revenue	\$ 398,300	
<hr/>		
FY 20 10% Appropriations	\$ (119,490)	
FY 20 Budgetary Reserve	\$ (271,310)	
FY 20 Administrative appropriation	\$ (7,500)	
	\$ (398,300)	

<u>CPA Fund Balance 7/1/18</u>	\$ 974,538	
FY20 10% Appropriations	\$ (119,490)	
FY 20 Administrative	\$ (7,500)	
FY 20 Budgetary Reserve	\$ (271,310)	
Prior Year Unspent Allocations	\$ (231,082)	
FY18 Budgetary Reserve Closed out to CPA Fund	\$ 307,500	
FY19 Budgetary Reserve (Available for Appropriation)	\$ (316,524)	
FY 19 Admin to Close to Fund Balance	\$ 2,500	
FY 2020 Community House	\$ (98,000)	
FY 2020 Habitat for Humanity	\$ (60,000)	
FY 2020 Harborlight Community Partners (Maple Woods)	\$ (145,552)	
		\$ 35,080

<u>Open Space / Recreation 7/1/18</u>	\$ 644,582	
10% FY 2020 estimated revenue	\$ 39,830	
FY 2020 Town Wide Trail Map	\$ (6,000)	
FY 2020 Wenham Lake Cedar Street Bench	\$ (1,200)	
		\$ 677,212

<u>Historic Preservation 7/1/18</u>	\$ 46,289	
10% FY 2020 estimated revenue	\$ 39,830	

FY 2020 Town Hall Debt	\$	(86,119)	<hr/>	-
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Community Housing 7/1/18	\$	333,289		
10% FY 2020 estimated revenue	\$	39,830		
FY 2020 Harborlight Community Partners (Maple Woods)	\$	(373,119)		
			\$	-

Budgetary Reserve				
FY 20 apportionment	\$	271,310	<hr/>	
FY 2020 Town Hall Debt	\$	(39,981)		
FY 2020 Harborlight Community Partners (Maple Woods)	\$	(231,329)		
				-

TOTAL RESERVES			\$	712,292
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FY 2020 Projects submitted to date with applicant funding requests

Community House	Historic	\$	98,000.00
Habitat for Humanity	Housing	\$	60,000.00
Harborlight Community Partners (Maple Woods)	Housing	\$	750,000.00
Town Hall Debt	Historic	\$	126,100.00
Town Wide Trail Map	Open Sp/Rec	\$	6,000.00
Wenham Lake Cedar Street Bench	Open Sp/Rec	\$	1,200.00
Total FY 2020 Project Requests		\$	1,041,300.00

BOARD OF SELECTMEN MEETING

February 12, 2019

NEW BUSINESS

G.

**Review and Potential Approval of Community
Preservation Agreement with Wenham Museum**

(10 Minutes)

- Draft Motion
- Proposed Community Preservation Act Grant Agreement with the Wenham Historical Association and Museum, Inc.
- Proposed Preservation Restriction Agreement between the Wenham Historical Association & Museum, Inc. and the Town of Wenham

BOARD OF SELECTMEN MEETING

February 12, 2019

DRAFT MOTION

Community Preservation Act Grant Agreement and
Historic Preservation Restriction Agreement with
Wenham Museum

- Vote: I move to approve the proposed Community Preservation Act Grant Agreement and Historic Preservation Restriction Agreement between the Town of Wenham and the Wenham Historical Association, Inc.

Seconded / Discussion/ Vote

WENHAM, MASSACHUSETTS

COMMUNITY PRESERVATION ACT
GRANT AGREEMENT WITH

WENHAM HISTORICAL ASSOCIATION AND MUSEUM, INC.

This Grant Agreement (this "Agreement") is entered into on this ____ day of _____, 2019, by and between the **Town of Wenham** (the "Town"), a Massachusetts municipal corporation, acting by and through the Board of Selectmen, having its usual place of business at Wenham Town Hall, 138 Main Street, Wenham, MA 01984, and **Wenham Historical Association and Museum, Inc.** ("Grantee"), a non-profit organization, having an address of 132 Main Street, Wenham, MA 01984.

WITNESSETH:

WHEREAS, Grantee is the owner of certain property located at 132 Main Street, Wenham, shown on Assessors Map 19 as Parcel 20, and described in deeds recorded with the Essex South Registry of Deeds (the "Registry") in Book 4004, Page 145 and Book 5447, Page 531 (the "Property"); and

WHEREAS, the Wenham Community Preservation Committee (the "CPC") invited submission of proposals for grants of funds for purposes consistent with the Community Preservation Act, G.L. c. 44B (the "Act");

WHEREAS, Grantee submitted to the CPC an application for funds under Act, a copy of which is attached hereto as Exhibit A and incorporated herein (the "Proposal"), in the amount of \$107,455.00 for the purpose of preserving and rehabilitating the building on the Property known as the "Claffin-Gerrish-Richards House" (the "Building") (the "Project"), which work is more specifically described in the Proposal and in the Scope of Work described in Exhibit B, attached hereto and incorporated herein (the "Scope of Work"); and

WHEREAS, the CPC reviewed and approved the Proposal and recommended that Town Meeting appropriate the funds therein requested for the purposes of performing the Scope of Work; and

WHEREAS, Town Meeting thereafter appropriated \$89,455.00 by vote under Article 15(2)(d) of the April 7, 2018 Annual Town Meeting to fund the Work, a copy of which vote is attached hereto as Exhibit C.

NOW THEREFORE, the Town and Grantee wish to set forth in this Grant Agreement the terms and conditions of the Grant, and hereby agree as follows:

Agreement

1. Recitals. The recitals above are true and accurate and are incorporated herein by reference.

2. Funding. As recommended by the CPC under Article 15(2)(d) of the April 7, 2018 Annual Town Meeting, and as appropriated by said Town Meeting, the Town agrees to grant Grantee up to the sum of \$89,455.00 (the "Funds" or the "Grant Amount") on the condition that Grantee shall use the Funds only for the purposes of the Project, as set forth more particularly in the Proposal and Scope of Work and documents attached thereto, and in accordance with the terms of this Agreement.
3. Conditions. The award of the Grant Funds to Grantee is conditioned upon the following conditions:
 - a) Work on the Project (the "Work"), as set forth in the Proposal, the Scope of Work, and this Agreement, shall be completed by June 30, 2019. The Town may grant extensions of the completion deadline for good cause.
 - b) Any excess or remaining Funds shall be returned to the Community Preservation Act Fund if the Project has not been completed as provided for in Section 3(a).
 - c) Prior to release of final Fund balance, Grantee agrees to grant and deliver to the Town a recordable historic preservation restriction on the Property on terms acceptable to the Town and meeting the requirements of G.L. c. 184, Sections 31-33, surviving the foreclosure of any lien or other encumbrance on the Property, and substantially in the form of the Historic Preservation Restriction attached hereto as Exhibit D and incorporated herein (the "Restriction"). The Restriction shall be conveyed to the Town free of liens, easements and restrictions that would interfere with the Town's exercise of its rights under the Restriction, and all mortgages on the Property, if any, shall have been subordinated to the Restriction, as evidenced by the mortgagee(s) execution of the Restriction and/or separate subordination agreement, at the Town's option. Grantee shall promptly record the Restriction with the Registry at its sole cost and expense and provide the Town with evidence thereof before the Town will disburse any Funds.
 - d) Grantee shall seek the approval of, and work closely with, the Community Preservation Committee Administrator in the implementation of the Project. All Work must be approved by the Building Inspector and shall conform with the Certificate of Appropriateness, if required, obtained from the Historic District Commission; such approval shall not be in lieu of any local permit, license, or approval that is applicable to the Building, and/or the Project.
 - e) Grantee shall perform the Work in accordance with "The Secretary of the Interior's Standards for the Treatment of Historic Properties" (36 CFR 67 and 68), as these may be amended from time to time (the "Secretary's Standards").
4. Budget/Other Sources of Funding. Prior to the commencement of any work, Grantee must submit a complete budget for the Project, including all final bids that account for: (a) the expenditure of all Funds awarded under this Agreement, and (b) all other sources of funding, if necessary, to complete the Project as described herein. Reimbursement for funds spent will not commence unless sufficient sources of funding have been secured to complete the work/phase of work and the Project budget has been approved by the Town. If the Town

determines that the Funds have been spent on goods and/or services not included in the Project budget or otherwise not authorized under the Act, reimbursement may not be authorized or, if Funds have already been granted, Grantee shall be responsible for repayment of such Funds to the Town.

5. Contract Documents. The Contract Documents consist of this Agreement, the Proposal, the Scope of Work, and all documents attached hereto or referenced therein, including, without limitation, the Restriction. The Contract Documents constitute the entire agreement between the parties concerning the Project.
6. The Work. The Work shall be performed in a good and workmanlike manner, by contractors who are licensed in their respective disciplines, or by Grantee if so licensed, and shall conform to all applicable laws, bylaws, rules and regulations. Grantee shall be responsible for obtaining from federal, state and local agencies all relevant permits, licenses, and approvals prior to commencing the Work. No local permit or license or fee is waived by the award of this grant. The Town shall have the right to review plans and specifications showing the Work to be done for compliance with the Contract Documents.
7. Contact. Grantee shall identify in writing a contact person responsible for administration of the Work. The contact person is Kristin Z. Noon, the Executive Director, who can be reached at 978-468-2377, ext. 102 [phone] and kristin.noon@wenhammuseum.org [email].
8. Payment; Inspections. The Town shall disburse amounts to the Grantee's contractor on a reimbursement basis for the cost of performing the Work, which disbursements shall be apportioned based on the Work done and made no more than once a month and paid only upon the presentment of detailed invoices from Grantee or Grantee's contractor listing in detail the Work performed and the cost thereof and a completed Project Status Report in the form attached as Exhibit E. The Town shall have the right to ask for supplementary information. Prior to any payment, the Town shall have the right, upon reasonable prior notice to Grantee, to enter the Property, including any building thereon, for the purpose of inspecting the work of Grantee and/or ensuring that Grantee is in compliance with the Restriction. No payment shall be made until the Town reasonably determines that the Work has been done in a good and workmanlike manner and substantially in compliance with the Contract Documents and with legal requirements applicable to the Work. Grantee shall use all such sums only for the purpose of performing the Work, as described in the Contract Documents. The entire cost of performing the Work in excess of the Grant Amount shall be paid by Grantee. Notwithstanding anything herein to the contrary, if the actual total cost of performing the Work is less than the Grant Amount (the difference between the two amounts referred to hereinafter as the "Excess"), the Town shall have no obligation to pay the Excess.
9. Progress Reports. Grantee shall provide the Town with semi-annual progress reports at six (6)-month intervals for as long as the Funds remain unexpended, and with final notification within thirty (30) days after the Project has been completed. The Town reserves the right to require supplementary information from Grantee regarding the semi-annual reports or final notification. Grantee shall submit a final report to the CPC and the Town, including digital photographs and other documents within thirty (30) days from the Project completion date.

10. Record-Keeping. Grantee agrees to keep, for a period of six (6) years after the Project is completed, such records with respect to the utilization of the Funds as are kept in the normal course of business and such additional records as may be required by the Town. During normal business hours and as often as the Town may deem necessary, the Town shall have full and free access to such records and may examine and copy such records.
11. Default; Termination. In the event Grantee fails to fulfill any of its obligations under this Agreement (including the provision requiring Grantee to comply with the Restriction), as determined by the Town, and such failure is not cured within thirty (30) days after the Town has given written notice to Grantee specifying such failure, the Town shall have the right, in its sole discretion, to terminate this Agreement upon written notice to Grantee. Upon receipt of said termination notice, Grantee shall cease to incur additional expenses in connection with this Agreement. Upon termination, the Town shall be free to pursue any rights or remedies provided within this Agreement, including without limitation, recapture of Funds as set forth in Section 16 below. Upon the expiration or earlier termination of this Agreement, all rights and obligations of the parties hereunder shall expire and be of no further force and effect, except that the provisions of Sections 8, 10, 11, 12, 13, 14, and 20 shall survive said expiration or earlier termination. In the event the Town is required to take legal action under this Agreement, for enforcement or otherwise, and prevails in such action or Grantee acknowledges that a violation has occurred, Grantee shall be liable for all of the Town's costs expended for the enforcement of this Grant Agreement, including but not limited to reasonable attorney's fees and court costs.
12. Return of Funds. In the event Grantee fails to fulfill any of its obligations under this Agreement and the Agreement is terminated pursuant to Section 11, any funds paid to Grantee under this Agreement and not yet expended shall be returned forthwith to the Town without further expenditure thereof. If Grantee fails to fulfill its obligations under the terms of this Agreement as a result of negligent or intentional acts or omissions of Grantee, Grantee shall be liable to repay to the Town the entire amount of the Grant Amount provided under this Agreement, and the Town may take such steps as are necessary, including legal action, to recover such funds. Any funds so returned or recovered shall be placed in the Town Community Preservation Fund. In the event the Town is required to take legal action under this Agreement, for enforcement or otherwise, and prevails in such action or Grantee acknowledges that a violation has occurred, Grantee shall be liable for all of the Town's costs expended for the enforcement of this Grant Agreement, including but not limited to reasonable attorney's fees and court costs.
13. Liability of the Town. The Town's sole obligation hereunder shall be to make the payment specified in Section 2 of this Agreement, provided that Grantee complies with the terms hereof, including the conditions set forth in Section 3, and the Town shall be under no further obligation or liability. Nothing in this Agreement shall be construed to render the Town liable for any other obligation under this Agreement or to render any elected or appointed official or employee of the Town, or their successors in office, personally liable for any obligation under this Agreement.
14. Indemnification. Grantee shall indemnify, defend, and hold the Town and its departments, officers, employees, representatives and agents harmless from and against any and all claims,

demands, liabilities, actions, causes of actions, costs and expenses, including attorney's fees, of any nature whatsoever arising as a result of (a) any injury to person or property resulting from the Work, (b) the quality of the Work, (c) Grantee's performance of the Work or the negligence or misconduct of Grantee or Grantee's agents, employees, contractors and invitees, (d) the failure of any contractor hired by Grantee to perform the Work or any other act or omission of any such contractor, and (e) any and all claims for the payment by the Town of any amount in excess of the Grant Amount.

15. CPA Signage. Prior to commencement of construction on the Property or reimbursement of these funds, Grantee shall prepare and install, at its own cost and expense unless provided by the Town, a temporary sign placed at the Property, which identifies the Project and acknowledges the CPA grant. The sign shall contain the following phrase: "Project Funded in part by Community Preservation Funds." The sign and language must be approved by the Community Preservation Committee and Historic District Commission as appropriate.
16. Independent Status. Grantee acknowledges and agrees that it is acting in a capacity independent of the Town, and shall not be considered an employee or agent of the Town for any purpose.
17. Successors and Assigns. This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. Grantee shall not assign, subcontract or otherwise transfer this Agreement, in whole or in part, without the prior written consent of the Town, which may be withheld in the Town's sole discretion.
18. Compliance with Laws. Grantee shall comply with all federal, state and local laws, rules, regulations and orders applicable to the Work performed pursuant to this Agreement. Grantee and Grantee's contractors shall indemnify and hold the Town harmless for and against any and all fines, penalties or monetary liabilities incurred by the Town as a result of the failure of Grantee to comply with the previous sentence.
19. Representations and Warranties. Grantee hereby represents and warrants that no taxes are due by Grantee to the Town, and shall execute the Certificate as to Payment of Taxes attached hereto as Exhibit F, and, further, that this Agreement constitutes a valid and binding agreement of Grantee. Grantee has executed the Certificate of Vote, attached hereto as Exhibit G.
20. Notice. Any and all notices, or other communications required or permitted under this Agreement, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service, to the parties at the addresses set forth on page 1 or furnished from time to time in writing hereafter by one party to the other party. Any such notice or correspondence shall be deemed given when so delivered by hand, if so mailed, when deposited with the U.S. Postal Service or, if sent by private overnight or other delivery service, when deposited with such delivery service.
21. Severability. If any term or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by a court of competent jurisdiction, the

validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

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

Exhibits:

Exhibit A: Proposal

Exhibit B: Scope of Work

Exhibit C: Town Meeting Vote

Exhibit D: Restriction

Exhibit E: Certificate as to Payment of Taxes

Exhibit F: Corporate Vote, if applicable

Exhibit G: Project Status Report Form

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the day and year first above written.

GRANTEE:
**Wenham Historical Association and
Museum, Inc.**

TOWN OF WENHAM,
By its Board of Selectmen

(signature)

Kristin Z. Noon, Executive Director

EXHIBIT A
PROPOSAL

APPLICATION FOR COMMUNITY PRESERVATION ACT FUNDING

Community Preservation Committee

Wenham Town Hall
Wenham, Massachusetts 01984

TOWN OF WENHAM

JAN 05 2018

RECEIVED

RB
11-40am

Name of Applicant/Contact Person: Kristin Z. Noon, Executive Director

Sponsoring Organization, if applicable: Wenham Historical Association & Museum, Inc.

Mailing address: 132 Main Street, Wenham, MA 01984

Daytime phone: (978) 468-2377 x 102 **Email:** Kristin.noon@wenhammuseum.org

Name of Proposal: Continued Preservation of the Claffin-Gerrish-Richards House

CPA Category: Please see chart 1 from the website for correct category descriptions

(Circle all that apply): Open Space - Historic Preservation - Recreation - Community Housing

CPA Funding Requested: \$107,455

Total Cost of Proposed Project: \$107,455

PROJECT DESCRIPTION: In describing the project, please include answers to the following questions. Applications will be returned as incomplete if all relevant requested information is not provided. Include supporting materials and exhibits as necessary.

1. **Goals:** What are the goals of the proposed project? Who will benefit and why? How will success be measured?
2. **Community Need:** Why is this project needed? Does it address needs identified in existing Town plans?
3. **Community Support:** What is the nature and level of support and/or opposition for this project?
4. **Budget:** What is the total budget for the project and how will CPA funds be spent? All items of expenditure must be clearly identified and back-up documentation provided. Distinguish between hard and soft costs. (NOTE: CPA funds may NOT be used for maintenance.) Include a two to five year budget, if appropriate.
5. **Funding:** What funding sources are available, committed or under consideration? Include commitment letters, and describe any other attempts to secure funding for this project.
6. **Timeline:** What is the schedule for project implementation, including a timeline for all critical elements? This should include the timeline for expenditures, receipt of other funds and/or other revenues, if any.
7. **Implementation:** Who will be responsible for implementing the project? Who will the project manager be? What relevant experience does the proposed project manager have? Who else will be involved in project implementation and what arrangements have been made with them?
8. **Maintenance:** If ongoing maintenance is required, who will be responsible and how will it be funded? Please include a detailed five year budget.

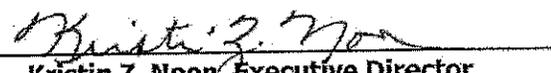
ADDITIONAL INFORMATION: Provide the following additional information, if applicable.

9. **Further Documentation:** Documentation that you have control over the site, such as a Purchase and Sale Agreement, option or deed. It is important to note that entities who cannot demonstrate adequate site control (ie. "Friends of" groups) shall not be eligible to apply for funding.
10. **Feasibility Reports:** Any feasibility reports, renderings or other relevant studies and material.
11. **Zoning Compliance:** Evidence that the project does not violate any zoning by-laws or any other laws or regulations, including environmental, and/or plans to obtain necessary approvals.
12. **Other Information:** Any additional information that might benefit the CPC in consideration of this project.

MATERIALS TO BE REVIEWED: (Required for all applicants)

1. Grant Agreement
2. Procurement Memo
3. Do the State's Procurement Laws Apply? (From Community Preservation Coalition)
4. MA Inspector General Procurement Guidelines
5. Restriction Agreements
 - a. Historic Preservation Restriction
 - b. Conservation Restriction
 - c. Affordability Restriction

I acknowledge that I have reviewed all pertinent materials related to the award of Community Preservation Act funding, including but not limited to the grant agreement, procurement materials, and restriction agreements (if applicable), as attached to this application and available on the Town's website, and that this proposed project, if funded, shall comply in all respects to the terms and conditions imposed by the Town as outlined in these documents and as shall be amended from time to time.

Applicant Name: 
Kristin Z. Noon, Executive Director

Date: January 5, 2018

Please submit 10 copies of your completed application and any related supplemental materials to the Town Administrator's Office at the Wenham Town Hall by Friday, January 5, 2018 at 12:00PM. Questions can be directed to Jackie Bresnahan at 978-468-5520 ext. 4 or jbresnahan@wenhamma.gov

Application for Community Preservation Funding
Submitted by: Wenham Historical Association and Museum, Inc.
(d/b/a Wenham Museum)

CONTINUED PRESERVATION OF THE CLAFLIN-GERRISH-RICHARDS HOUSE

PROJECT DESCRIPTION

The Wenham Historical Association and Museum, Inc. (the "Wenham Museum") is a family-friendly, accredited history museum. It's mission is to celebrate childhood, interpret history, and explore culture for the enrichment of all generations in the greater North Shore community and beyond.

Through its new Strategic Plan, approved by the Board of Trustees on November 30, 2017, the museum seeks to broaden its mission and its audiences to serve not only children and families, but also older students and adults. In reaching a wider audience, the museum plans to engage multigenerational members and visitors in examining the promise of the American experiment and to provide thought-provoking learning experiences that connect the past, present, and future, in a welcoming and inclusive environment.

Fulfilling this broader mission requires the museum to take a deeper, second look at its historic collections and future collecting plans. A chief resource in meeting this broader mission will be the Claflin-Gerrish-Richards House, a historic residence listed on the National Register of Historic Places, and the untold stories of its many residents. Now more than ever, insuring the integrity of this structure for present-day visitors and future generations is extremely important.

Through this project, the Wenham Museum hopes to complete the deferred preservation work on the Claflin-Gerrish-Richards House ("CGR House"). Through the generous support of the people of the Town of Wenham in 2015, a major first phase of much-needed preservation work was funded. As this work was completed in 2017, additional and significant preservation needs were identified. All of this preservation work is guided by a site assessment report prepared by McGinley Kaslow & Associates, Inc., in 2013.

The additional preservation work needed on the CGR House includes additional replacement of old and rotted clapboards; a complete exterior painting; painting and repair of damaged, water-logged plaster; removal of mold-inducing ceiling coverings in the attic; borate solution treatments of exposed wood within the attic to mitigate rot, mold, and wood-boring insects; restoration of a window gable to prevent pest infestation and nesting; window reglazing; additional downspout and gutter replacement; and, a comprehensive drainage upgrade to move water away from the structure. These items total \$107,455 as itemized.

I. Goals

Through this project, the Wenham Museum seeks to fully complete the deferred preservation on the CGR House. As noted in prior applications all of the Wenham Museum's activities, from exhibits to programming, are rooted in the integrity of its collection, including the CGR House. As an accredited museum, proper care and preservation of its historic resources for future generations is of utmost priority.

As the "original" museum, the CGR House is central to museum collections and to the history of Wenham. This property, and the families who live there, trace the development of Wenham across four centuries.

All work will be done using historically accurate methods and materials when possible. When modern technology is used, it will be done so "behind the scenes" in a non-visible way to ensure the historical presentation of the building's façade.

In addition, the management of water and drainage continues to be a challenge. Water poses one of the biggest risks to the integrity of the house's sill and overall structural integrity. Because the house is situated at the base of a slope, and because downtown Wenham has a high water table, keeping water away from the structure requires increased, aggressive movement of water away from the house and into appropriate drainage.

The repairs and improvements needed are itemized on the project budget, attached as Exhibit A.

II. Community Need

The CGR House is the oldest part of Wenham Museum. It has stood on its parcel for over 350 years, and many within the town feel it brings a unique and important look and feel to our downtown.

Beyond these intangible benefits, the CGR House also performs an important role in educating area school children about Colonial America. Each year, over 3,500 school children from Wenham, Hamilton, and surviving communities learn about life in the early days of America by learning about some of the earliest families of Wenham. These families and the lives they lived within the CGR House serve as a microcosm of the larger New England colonial experience. This program is unique in the area and is geared to support the elementary school curriculum for American history, making it one of the museum's most popular offerings.

Moving forward, the museum's Strategic Plan, *Vision: 2020*, makes the CGR House an important, significant feature of the museum's new, expanded programmatic vision.

Through this Strategic Plan, the museum seeks to broaden its offerings and its audiences to include high-quality programming (such as exhibits, workshops, lectures, and cultural activities) for high school student and adults.

The community-wide feedback gathered by the museum's Strategic Planning Committee as it developed this Strategic Plan was clear in that the community admires the museum's offerings for children, but wants more for older visitors and adults. The many, varied, and often untold or under-emphasized stories of the CGR House's residents, in addition to its architecture and preservation, will be an important cornerstone supporting adult programming in the community.

III. Community Support

In general, the Wenham Museum believes the community supports the preservation of the CGR House and its continued open access to the public. As noted above, it is the museum's oldest holding.

The Wenham Museum is not aware of any members of the public that oppose the preservation of the CGR House, but will take any inquiries or concerns brought to the institution seriously.

IV. Budget

The attached Exhibit A provides an itemized listing for all work to be performed as part of this project. The Wenham Museum will continue to work with housewright Glenn Batten of South Hamilton, MA and obtained cost estimates from him for woodworking repairs. Drainage estimates were obtained from Earth Works, Inc. These cost estimates were used in computing the attached budget.

V. Funding

This application is the second grant the Wenham Museum has submitted for funding for this additional preservation work project. Last year, an application was filed with the Massachusetts Cultural Council Cultural Facilities Fund for these historic repairs, but funding was not awarded.

In Q1 and Q2 2018, the museum plans a fundraising appeal to the members of the Claflin Family Association to help defray the cost of these repairs. This Association has approximately 800 members and we hope to raise between \$10,000 and \$25,000 from them.

The Community Preservation Committee and the people of the Town of Wenham, however, possesses the greatest capacity to support this project for the benefit of the Town and the wider public. The Wenham Museum hopes that this committee will lead the charge by recommending this project for funding and approval at Town Meeting.

VI. Timeline

Should funding be recommended by this committee and voted upon favorably at Town Meeting, the Wenham Museum expects this project to begin in April or May 2018 and to be completed by December 31, 2018.

VII. Implementation

At present, this project will take place under the direction of the museum's Executive Director, Kristin Z. Noon. This is due to the recent departure of the museum's Property Manager. When the Property Manager position is filled, day-to-day oversight of the project will be the responsibility of that employee. General oversight will be provided by the Executive Committee of the Board of Trustees.

VIII. Maintenance

The CGR House will require ongoing annual maintenance in the range of \$5,000 - \$10,000 per year once all deferred maintenance is completed. It is a strategic goal of the museum to develop a capital maintenance plan for the structure and to establish a fund that could support basic, annual maintenance needs.

The museum anticipates that larger preservation projects will need to be supported through grant funding and special fundraising appeals. If all of the preservation work outlined on Exhibit A is completed, the only additional significant preservation project would be replacement of the roof in approximately 10 years. At present, the estimate for roof replacement is \$65,000.

IX/X. Further Documentation & Feasibility Reports

A copy of the voluminous preservation report prepared by McGinley Kaslow & Associates, Inc. in 2013 was filed with the Committee in 2015. Additional copies are available upon request.

XI. Zoning Compliance

It is the understanding of the Wenham Museum that this project will not violate any zoning by-laws or regulations as it is repairing/replacing existing conditions and does not expand the footprint of the structure in any way.

XII. Additional Information

The Wenham Museum urges the Community Preservation Committee to continue its support of the Wenham Museum by recommending this project for funding at Town Meeting. The support of the people of Wenham has been integral in supporting the museum's mission and in preserving the CGR House.

Any investment in the Wenham Museum goes a very long way. This organization has a well-developed ability to maximize limited available resources and to identify must-have needs.

The Wenham Museum is happy to provide any additional information the committee may request or to answer any additional questions that may assist the committee in its review.

X. Conclusion

As set forth above, the Wenham Museum requests Community Preservation funding in the amount of \$107,455 for preservation of the Claflin-Gerrish-Richards House.

EXHIBIT B
SCOPE OF WORK

**Exhibit A:
Project Budget for Community Preservation Act Funding - Wenham Museum**

Location	Category		Description	Estimate
Perimeter	Building envelope	High	Scrape loose paint and paint entire exterior	\$ 18,000.00
Perimeter	Building envelope	High	reglaze windows as required	\$ 1,200.00
Perimeter	Building envelope	High	Replace deteriorated trim elements as required	\$ 2,800.00
Perimeter	Building envelope	Med	replace storm door at Northeast jog	\$ 475.00
Interior	Doors	High	rework main entrance (latch function; draft and water proofing)	\$ 400.00
Interior	Doors	Med	rework interior doors - eliminate binding and restore latch	\$ 850.00
North corner	Drainage	Low	Repair and replace wooden downspout and paint / install at North corner; additional downspout and gutter repair	\$ 2,090.00
Perimeter	Drainage	High	Run gutter drains from above old foundation to divert runoff from museum roof downspouts. Catch runoff from clafflin gutters and run to french drains	\$ 5,600.00
Basement East	Drainage	High	Excavate basement floor below stairs 2' out from foundation wall and 20" down from top of slab for approximately 10-15' line trench with silt fabric, install perimeter drain terminating in the sump well - new sump pump. Pour new section of slab. connect Sumpump outflow to new perimeter drainage.	\$ 4,500.00
Perimeter	Drainage	High	Redirection of water flow from hill to tie into house drainage; create french drain in museum front yard; tie all house drainage to french drain	\$ 47,500.00
Perimeter	Drainage	Med	Fix landscaping from house perimeter drain project and remove stone patio to facilitate installation and tie-in of drainage system	\$ 11,500.00
Interior	Foyer entry at Northeast jog	Med	Restore foyer to traditional appearance; rework and repaint walls and flooring.	\$ 1,400.00
Attic/crawlspace/ basement	Interior	Med	Clean, inspect, frame for tension points	\$ 500.00
Chimneys firebox	Masonry	Med	Clean, check damper action, close when not in use	\$ 140.00
Interior	Historic ell	High	Repair crumbling plaster below indows investigate possible causes and repaint	\$ 1,650.00
North gable peak	Pest control	High	Restore gable end to prevent nesting by insects birds. Fill in with clabboard to match existing OR install screened gable vent	\$ 650.00
Attic/crawlspace	Pest/rot mitigation	High	Treat accessible exposed frame with borate solution to prevent rot mold and wood boring insects and carpenter bees.	\$ 6,200.00
Attic / Roof-West pitch	Moid/rot mitigation	High	remove composit board and old insulation to restore natural venting of uderside of roof and to mitigate mold formation	\$ 2,000.00
				\$ 107,455.00

EXHIBIT C
TOWN MEETING VOTE



TOWN OF WENHAM

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OFFICE OF THE TOWN CLERK

Annual Town Meeting –Saturday April 7, 2018 Certificate of Vote, Article 15

ARTICLE 15: CPA Appropriations

To see if the Town will vote to hear and act on the report of the Community Preservation Committee on the FY 2019 Community Preservation budget; to appropriate from the Community Preservation Fund a sum of money to meet the necessary and proper expenses of the Community Preservation Committee for FY 2019 and to approve the appropriation to expend or set aside the following amounts as recommended by the Community Preservation Committee: a sum of money for the acquisition, creation and preservation of open space; a sum of money for acquisition, creation, preservation, rehabilitation, and restoration of land for recreational use; a sum of money for the acquisition, preservation, rehabilitation, and restoration of historic resources and a sum of money for the acquisition, creation, preservation and support of community housing:

Or take any other action relative thereto.

- 1) To see if the Town will vote to approve the following transfers of Community Preservation Act funds:
 - a) The sum of \$117,000, for the purpose of reserving a minimum of 10% of the total FY 2019 estimated CPA revenue to be transferred as follows:
 - i) \$39,000 to the "FUND BALANCE RESERVED FOR HISTORIC RESOURCES"
 - ii) \$39,000 to the "FUND BALANCE RESERVED FOR OPEN SPACE & RECREATION"
 - iii) \$39,000 to the "FUND BALANCE RESERVED FOR COMMUNITY HOUSING"
 - b) The sum of \$2,500 from CPA FUND BALANCE to the Town of Wenham Cemetery Commission for the purpose of the Fairfield Cemetery Restoration Project, as described in detail in the application submitted to the Community Preservation Committee, including all incidental and related expenses.
 - c) The sum of \$9,500 from CPA FUND BALANCE to the Town of Wenham Cemetery Commission for the Main Street Cemetery Gravestone Preservation Project as described in detail in the application submitted to the Community Preservation Committee, including all incidental and related expenses.
- 2) The following sums to be appropriated from the indicated CPA source for the following purposes:
 - a) The sum of \$9,500 from CPA FUND BALANCE to the Town of Wenham Cemetery Commission for the Main Street Cemetery Gravestone Preservation Project as described in detail in the application submitted to the Community Preservation Committee, including all incidental and related expenses.
 - b) The sum of \$46,009.87 from the CPA FUND BALANCE RESERVED FOR HISTORIC RESOURCES and the sum of \$87,240.13 from the CPA FUND BALANCE for a total sum of \$133,250 for the purpose of paying the debt service in FY 2019 on the \$2,151,421 supplemental borrowing under Massachusetts General Laws, Chapter 44 and 44B for the rehabilitation of the 163 year-old Wenham Town Hall Building located at 138 Main Street in accordance with the plans developed and administered by the Wenham Town Hall and Police Station Building Committee.
 - c) The sum of \$89,455 from the CPA FUND BALANCE as a grant to the Wenham Museum for the preservation of the historic Clafin-Gerrish-Richards House located at 132 Main Street, Wenham, Massachusetts, and to authorize the Board of Selectmen to enter into a grant agreement with the Museum



TOWN OF WENHAM

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Board of Trustees upon such terms and conditions as the Board of Selectmen shall deem appropriate, and to authorize said Board to accept a preservation restriction in such house.

- d) The sum of \$89,455 from the CPA FUND BALANCE as a grant to the Wenham Museum for the preservation of the historic Clafin-Gerrish-Richards House located at 132 Main Street, Wenham, Massachusetts, and to authorize the Board of Selectmen to enter into a grant agreement with the Museum Board of Trustees upon such terms and conditions as the Board of Selectmen shall deem appropriate, and to authorize said Board to accept a preservation restriction in such house.

Recommendation: The Board of Selectmen recommended favorable action (3-0-0) as did the Finance & Advisory Committee (5-0-0).

Motion 2(d): Harriet Davis, on behalf of the Community Preservation Committee, moved that the Town vote to appropriate the sum of \$89,455 from the Community Preservation Fund Balance as a grant to the Wenham Museum for the preservation of the historic Clafin-Gerrish-Richards House located at 132 Main Street, Wenham, Massachusetts, and to authorize the Board of Selectmen to enter into a grant agreement with the Museum Board of Trustees upon such terms and conditions as the Board of Selectmen shall deem appropriate, and to authorize said Board to accept a preservation restriction in such property.

Discussion: None

Action: Article 15 motion 2(d) passed unanimously.

ATTEST:


Dianne K. Bucco, Town Clerk

Date:

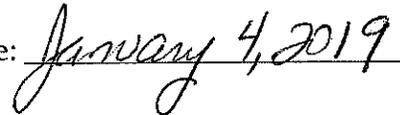


EXHIBIT D
RESTRICTION

EXHIBIT E

PROJECT STATUS REPORT FORM

Agreement #:

Project Name:

Report Date: for the six months ending:
or accompanying the invoice dated:

Is this is a final project close out report?

CPA Award Amount:

CPA Award expended to date:

% of CPA Budget expended to date:

List up to five accomplishments or progress towards meeting the goals, objectives, and requirements of this CPA grant.

Use separate pages as necessary

Have there been any delays in meeting the goals, objectives, and requirements of this CPA grant? If so, please explain them.

Use separate pages as necessary

*** Attach documentation that shows the purposes and conditions of this grant award are being met (for example, photos of CPA signage, photos of construction work and completed work, copies of signed contracts, copies of reports from professional consultants, deed restrictions, funding award/commitment letters from other participating grantors, etc.)*

EXHIBIT F

CERTIFICATE AS TO PAYMENT OF STATE TAXES

Pursuant to M.G.L. Chapter 62C, Section 49A, I certify under the penalties of perjury that Grantee has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Social Security Number
or Federal Identification Number

Corporate/Entity Name

by: _____
Signature of Individual

EXHIBIT G
CERTIFICATE OF VOTE
(Entities Only)

At a duly authorized meeting of the Board of Trustees of the Wenham Historical Association & Museum, Inc. (d/b/a Wenham Museum) (the "company")

held on Thursday, June 28, 2018, it was voted, that
Date

Derek A. Smith
Name

President and Trustee
Officer

Kristin Z. Noon
Name

Executive Director
Officer

of this company, be and hereby are authorized jointly to:

1. Negotiate, on behalf of the company, a Grant Agreement, Preservation Agreement, and related documents as may be required with the Town of Wenham relating to the appropriation by Town Meeting of \$89,455.00 by vote under Article 15(2)(d) of the April 7, 2018 Annual Town Meeting; and,
2. To execute contracts and bonds in the name and on behalf of said company, and affix its corporate seal hereto; and such execution of any contract or obligation in this company's name on its behalf by such officers under seal of the company, shall be valid and binding upon this company.

I hereby certify that I am the Secretary of the above named corporation and that

Derek A. Smith is the duly elected President and Kristin Z. Noon the duly appointed Executive Director as above of said company, and that the above votes have not been amended or rescinded and remains in full force and effect as of the date of this certificate.

Date

Michael S. Lucy, Secretary

Corporate Seal

PRESERVATION RESTRICTION AGREEMENT
between WENHAM HISTORICAL ASSOCIATION & MUSEUM, INC.
and the TOWN OF WENHAM

THIS HISTORIC PRESERVATION AGREEMENT (this “Agreement”) is made on this _____ day of January, 2019, by and between the **Wenham Historical Association & Museum, Inc.** (“Grantor”), having an address of 132 Main Street, Wenham, Massachusetts, and the **Town of Wenham** (“Grantee”), a municipality of the Commonwealth of Massachusetts, having an address of Wenham Town Hall, 138 Main Street, Wenham, MA 01984.

WITNESSETH:

WHEREAS, Grantor is owner in fee simple of certain parcel of land located at 132 Main Street, Wenham, Massachusetts, and described in a deed recorded with the Essex Southern District Registry of Deeds in Book _____, Page _____ (hereinafter referred to as the “Property”), and the buildings thereon, one of which is known as the “Clafin-Gerrish-Richards House” (the “Building”), which Property and which Building are described more particularly in Exhibits A and B, attached hereto and incorporated herein;

WHEREAS, Grantee is a municipality and is interested in the preservation and conservation of sites, buildings, and objects of local, state and national significance in the Town of Wenham and is authorized to accept and hold preservation restrictions under the Massachusetts General Laws, Chapter 184, Sections 31, 32 and 33 (the “Act”);

WHEREAS, the Wenham Historical Commission a/k/a Wenham Historic District Commission) is a governmental body whose purposes include the preservation and protection of buildings, structures, vessels, real property, documents or artifacts that are listed or eligible for listing on the state register of historic places or have been determined to be significant in the history, archeology, architecture or culture of the Town;

WHEREAS, Grantee has designated the Historical Commission to administer, manage, and enforce preservation agreements;

WHEREAS, the Building is a two-story wood frame structure, constructed in 1660 and expanded at various points thereafter for use as a residence;

WHEREAS, the original Seventeenth century house and its subsequent additions have been determined to represent an architectural resource of considerable importance to the Town, being an important example of Seventeenth century domestic construction well preserved on the exterior;

WHEREAS, the Building stands as a significant example of First Period architecture, important in design and setting and possessing integrity of materials and workmanship;

WHEREAS, the Property is located within the Wenham Historic District, and is a contributing building within the historic district;

WHEREAS, because of its architectural, historic and cultural significance, including its important local associations with the development of the Town of Wenham, the Building is listed in the State and National Registers of Historic Places on _____ as _____;

WHEREAS, Grantor and Grantee recognize the architectural, historic, and cultural values (hereinafter “preservation values”) and significance of the Building, and have the common purpose of preserving the aforesaid preservation values and significance of the Building;

WHEREAS, the Building’s preservation values are documented in Exhibits A, and B (hereinafter, collectively “Baseline Documentation”) attached hereto and incorporated herein by reference, which Baseline Documentation the parties agree provides an accurate representation of the Building as of the date of this Agreement;

WHEREAS, the Baseline Documentation includes the following:

1. Property Description and Description of the Building (Exhibit A), and
2. Photographs as prepared in _____ by _____ (Exhibit B).

WHEREAS, Grantor is going to undertake work to preserve and/or rehabilitate the Building, as set forth in Grantor’s Application to the Wenham Community Preservation Committee (“CPC”) for Community Preservation Act funds (the “Work”), as set forth more particularly in the Grant Agreement between Grantor and Grantee (the “Grant Agreement”);

WHEREAS, the grant of a preservation restriction on the Property by Grantor to Grantee will assist in the preservation and maintenance of the Building and its architectural, historic and cultural features for the benefit of the people of the Town of Wenham, County of Essex, Commonwealth of Massachusetts, and United States of America; and

WHEREAS, to that end, Grantor desires to grant to Grantee, and Grantee desires to accept a preservation restriction in gross binding for a term of Twenty-nine (29) years from the date of this Agreement on the Building.

NOW, THEREFORE, in consideration of Eighty-Nine Thousand and Four Hundred and Fifty-Five Dollars (\$89,455.00), which funds are granted by Grantee and are to be used by Grantor for the rehabilitation, restoration, and/or preservation of the Building, as specified more particularly in the Grant Agreement, Grantor hereby grants and conveys unto the Grantee a restriction in gross over the Property and the Building described in Exhibits A and B as set forth more particularly herein.

PURPOSE

1.1 Purpose. It is the purpose of this Agreement to assure that the features and characteristics that embody the architectural, historic and cultural significance of the exterior of the Building will be retained and maintained substantially in their current condition and to prevent any use or change in the Property that will significantly impair or interfere with the Building's preservation values during the term of this Agreement.

1.2 Improvements. Grantor agrees to make the improvements to the Building exterior in accordance with the terms of this Agreement and the Grant Agreement.

GRANTOR'S COVENANTS

2.1 Covenant to Maintain. Grantor agrees at all times to maintain the exterior of the Building in such good, sound and attractive condition and state of repair as that existing at the completion of the Work and otherwise in the condition required by this Agreement, which may require replacement, repair and/or reconstruction in kind and shall comply with all federal, state and local laws, codes and by-laws applicable to the Property and/or the Building. Subject to the casualty provisions of paragraphs 6 and 7, Grantor's obligation to undertake the Work and to maintain the Building shall require compliance with The Secretary of Interior's Standards for The Treatment of Historical Properties with Guidelines for Preserving, Rehabilitating, Restoring and Reconstructing Historic Buildings (36 CFR 67), as these may be amended from time to time (the "Secretary's Standards").

2.2. Prohibited Activities. The following acts or uses are expressly forbidden on, over, or under the Property, except as otherwise conditioned in this paragraph:

- (a) the Building shall not be moved, demolished, removed or razed except as described in paragraphs 6 and 7;
- (b) no barrier shall be constructed, erected or allowed to grow on the Property which would impair the visibility from the street of the Property or the Building without the prior approval of the Grantee;
- (c) no ash, trash, rubbish, or any other unsightly or offensive materials is placed or dumped on the Property;
- (d) no above ground utility transmission lines, except those reasonably necessary for the existing Building, may be created on the Property, subject to utility easements already of record;
- (e) no other buildings or structures, including camping accommodations, mobile homes or cell towers, shall be erected or placed on the Property hereafter except for temporary structures required for maintenance or rehabilitation of the Property, such as construction trailers, unless approval is given by the Grantee.

GRANTOR'S CONDITIONAL RIGHTS

3.1 Conditional Rights Requiring Approval by Grantee. Grantor shall not make any changes to the exterior of the Building, including additions to, alteration, partial removal, construction, remodeling, or other physical or structural change to the facade of the Building, and any change

in the design, material or color thereof, without Grantee's prior written consent. Activities by Grantor to maintain the exterior of the Building, which are intended to be performed in accordance with paragraph 2.1, and which are minor in nature, shall not require Grantee's prior approval. For the purposes of this paragraph, the interpretation of what constitutes ordinary maintenance of a minor nature is governed by the Restriction Guidelines which are attached to this Agreement and incorporated by reference.

3.2 Review of the Grantor's Request for Approval. Should Grantor wish to exercise the conditional rights set out or referred to in paragraph 3.1, Grantor shall submit to Grantee, for Grantee's approval, two (2) copies of information (including plans, specifications and designs, where appropriate) identifying the proposed activity with reasonable specificity. Grantor shall also submit to Grantee a timetable for the proposed activity sufficient to permit Grantee to monitor such activity. Within sixty (60) days of Grantee's receipt of any plan or written request for approval hereunder, Grantee shall certify in writing that (a) it approves the plan or request, or (b) it disapproves the plan or request as submitted, in which case Grantee shall provide Grantor with written suggestions for modification or a written explanation for Grantee's disapproval. Any failure by Grantee to act within sixty (60) days of receipt of Grantors' submission or resubmission of plans or requests shall be deemed to constitute approval by Grantee of the plan or request as submitted and to permit Grantor to undertake the proposed activity in accordance with the plan or request submitted.

3.3 Conditional Rights Requiring the Approval of the Massachusetts Historical Commission. The conduct of archeological activities on the Property, including without limitation, survey, excavation and artifact retrieval, may occur only following the submission of an archeological field investigation prepared by Grantor and approved in writing by the State Archeologist of the Massachusetts Historical Commission (G.L. Ch.9, Section 27C, 950 CMR 70.00)

STANDARDS FOR REVIEW

4. Secretary's Standards. Grantee shall apply Secretary's Standards whenever (a) exercising any authority created by this Agreement to inspect the Property; (b) reviewing any construction, alteration, repair or maintenance; (c) reviewing casualty damage or (d) reconstructing or approving reconstruction of the Building following casualty damage.

GRANTORS' RESERVED RIGHTS

5. Grantors' Rights Not Requiring Further Approval by Grantee. Subject to the provisions of paragraphs 2.1, 2.2, and 3.1, the following rights, uses, and activities of or by Grantor on, over, or under the Property are permitted under this Agreement and by Grantee without further approval by Grantee:

- (a) the right to engage in all those acts and uses that: (i) are permitted by governmental statute or regulation; (ii) do not substantially impair the conservation and preservation values of the Building; and (iii) are not inconsistent with the Purpose of this Agreement.
- (b) pursuant to the provisions of paragraph 2.1, the right to maintain and repair the exterior of the Building strictly according to the Secretary's Standards, provided that the Grantor

uses in-kind materials and colors, applied with workmanship comparable to that which was used in the construction or application of those materials being repaired or maintained, for the purpose of retaining in good condition the appearance and construction of the exterior of the Building. Changes in appearance, materials, colors or workmanship from that existing prior to the maintenance and repair requires the prior approval of the Grantee in accordance with the provisions of paragraphs 3.1 and 3.2.

- (c) the right to make changes of any kind to the interior of the Building, provided such changes do not alter the exterior appearance of the Building or threaten the structural stability or integrity of the exterior of the Building.

CASUALTY DAMAGE OR DESTRUCTION; INSURANCE

6. Casualty Damage or Destruction. In the event that the Building or any part thereof shall be damaged or destroyed by fire, flood, windstorm, hurricane, earth movement or other casualty, Grantor shall notify Grantee in writing within thirty (30) days of the damage or destruction, such notification including what, if any, emergency work has been completed. No repairs or reconstruction of any type other than temporary emergency work to prevent further damage to the Building and to protect public safety shall be undertaken by Grantor without Grantee's prior written approval of the work. Within sixty (60) days of the date of damage or destruction, if required by Grantee, Grantor shall submit to the Grantee a written report prepared by a qualified restoration architect and an engineer who are acceptable to Grantee, which report shall include the following: (a) an assessment of the nature and extent of the damage; (b) a determination of the feasibility of the restoration of the Building and/or reconstruction of damaged or destroyed portions of the Building; and (c) a report of such restoration and/or reconstruction work necessary to return the Building to the condition existing at the date thereof.

7. Review After Casualty Damage or Destruction. If, after reviewing the report provided in paragraph 6 and assessing the availability of insurance proceeds after satisfaction of any mortgagee's/lender's claims under paragraph 8, Grantor and Grantee agree that the Purpose of this Agreement will be served by such restoration/reconstruction, Grantor and Grantee shall establish a schedule under which Grantor shall complete the restoration/reconstruction of the Building in accordance with plans and specifications consented to by the parties to at least the total of the casualty insurance proceeds available to the Grantor.

If, after reviewing the report and assessing the availability of the insurance proceeds after satisfaction of any mortgagee's/lender's claims under paragraph 8, Grantor determines that the restoration/reconstruction of the Building is impractical or impossible, Grantor may in its sole discretion alter, demolish, remove or raze the Building and/or construct new improvements on the Property. In such event, Grantor and Grantee will extinguish this Agreement in accordance with the laws of the Commonwealth of Massachusetts and paragraph 21.1 hereof.

8. Insurance. Grantor shall keep the Building insured by an insurance company rated "A1" or better by Best's for the full replacement value against loss from perils commonly insured under standard fire and extended coverage policies and comprehensive general liability insurance against claims for personal injury, death, and property damage. Property damage insurance shall include change in condition and building ordinance coverage, in form and amount sufficient to

replace fully the damaged Building without cost or expense to Grantor or contribution or coinsurance from Grantor. Grantor shall deliver to Grantee, within ten (10) business days of Grantee's written request thereof, certificates of such insurance coverage. Provided, however, that whenever the Property is encumbered with a mortgage or deed of trust, nothing contained in this paragraph shall jeopardize the prior claim, if any, of the mortgagee/lender to the insurance proceeds.

INDEMNIFICATION; TAXES

9. Indemnification. Grantor agrees to defend, indemnify, hold harmless Grantee and/or its agents, employees, boards and others acting by and through Grantee from and against claims, liabilities, expenses, costs, damages, losses and expenditures (including reasonable attorneys' fees) arising out of or in connection with injury to or death of any person on or about the Property; physical damage to the Property; the presence or release in, on, or about the Property, at any time, of any hazardous, toxic, polluting or contaminating material or substance; or other injury or damage occurring on or about the Property, unless such injury or damage is caused directly by Grantee or its agents and employees. If Grantor is required to indemnify Grantee pursuant to the terms of this paragraph, the amount of such indemnity until discharged shall constitute a lien on the Property with the same effect and priority as a mechanic's lien, provided, however, that nothing contained herein shall jeopardize the priority of any recorded first priority mortgage given in connection with a promissory note secured by the Property.

10. Taxes. Grantor shall pay all general taxes, special taxes, special assessments, water charges, sewer service charges, and other charges which may become a lien on the Property.

ADMINISTRATION AND ENFORCEMENT

11. Written Notice. Any notice Grantor or Grantee may desire or be required to give to the other party shall be in writing and shall be mailed postage prepaid by overnight courier, facsimile transmission, registered or certified mail with return receipt requested, or hand delivered; if to Grantor, at 132 Main Street, Wenham, MA 01984, and if to Grantee, at Wenham Town Hall, 138 Main Street, Wenham, MA 01984, Attention: Historical District Commission.

Each party may change its address set forth herein by a notice to such effect to the other party given pursuant hereto.

12. Evidence of Compliance. Upon request by Grantor, Grantee shall promptly furnish Grantor with certification that, to the best of Grantee's knowledge, Grantor is in compliance with the obligations of Grantor contained herein, or that otherwise evidences the status of this Agreement to the extent of the Grantee's knowledge thereof.

13. Inspection. Grantee may, with at least forty-eight (48) hours' prior notice to Grantor, which may be oral notice, enter upon the Property to inspect the Building to determine compliance with the terms hereof, and to take measures to remediate any violation of this Agreement, as provided below.

14. Grantee's Remedies. The rights hereby granted shall include the right to enforce this Agreement by appropriate legal proceedings and to institute suit(s) to enjoin any violation of the terms of this Agreement by ex parte, temporary, preliminary and or permanent injunction and to require the restoration of the Building to the condition and appearance required under this Agreement (it being agreed that Grantee may have no adequate remedy at law), which rights shall be in addition to, and not in substitution of, all other legal and other equitable remedies available to Grantee to enforce Grantor's obligation hereunder. Except in the case of an emergency, Grantee agrees that no such enforcement actions will be taken unless (a) Grantee has sent written notice to Grantor, specifying Grantor's failure to comply with the terms of this Agreement, and (b) Grantor fails to cure the same within sixty (60) days from the date of the Grantee's notice, or, if such cure cannot reasonably be completed within said sixty (60) days, Grantor has commenced to cure said default within said sixty (60) day period and pursues it to completion with diligence within 180 (180) days of Grantee's notice.

In the event the Town is required to take legal action under this Agreement, for enforcement or otherwise, and prevails in such action or Grantee acknowledges that a violation has occurred, Grantee shall be liable for all of the Town's costs expended for the enforcement of this Grant Agreement, including but not limited to reasonable attorney's fees and court costs.

Exercise by Grantee of one remedy hereunder shall not have the effect of waiving or limiting the use of any other remedy, and the failure to exercise any remedy shall not have the effect of waiving or limiting the use of any other remedy or the use of such remedy at any other time.

By its acceptance, Grantee does not undertake any liability or obligation relating to the condition of the Property or the Building, including with respect to compliance with hazardous materials or other environmental laws and regulations. Nothing herein shall impose upon the Grantee any affirmative obligation or liability relating to the condition of the Property or the Building.

15. Notice from Government Authorities. Grantor shall deliver to Grantee copies of any notice of violation or lien relating to the Property received by Grantor from any government authority within ten (10) days of receipt by Grantor. Upon request by Grantee, Grantor shall promptly furnish Grantee with evidence of Grantor's compliance with such notice or lien where compliance is required by law.

16. Notice of Proposed Sale. Grantor shall promptly notify Grantee in writing of any proposed sale of the Property at least ninety (90) days prior to such conveyance and provide the opportunity for Grantee to explain the terms of this Agreement to potential new owners prior to sale closing.

17. Liens. Any lien on the Property created pursuant to any paragraph of this Agreement may be confirmed by judgment and foreclosed by Grantee in the same manner as a mechanic's lien, provided, however, that no lien created pursuant to this Agreement shall jeopardize the priority of any recorded lien of mortgage or deed of trust given in connection with a promissory note secured by the Property.

BINDING EFFECT; ASSIGNMENT

18. Runs with the Land. Except as provided in paragraphs 7 and 21, the rights and obligations created or imposed by this Agreement shall be in effect for Twenty-nine (29) years from the date of this Agreement. Grantor agrees that this Agreement shall be deemed as a binding servitude upon the Property and as an "other restriction held by a governmental body," as that term is used in G.L. c. 184, §26, and thus not subject to the limitations on the enforceability of restrictions in G.L. c. 184, §§26-30.

This Agreement shall extend to and be binding upon Grantor and Grantee, their respective successors in interest and all persons hereafter claiming under or through Grantor or Grantee, and the words "Grantor" and "Grantee" when used herein shall include all such persons. Any right, title or interest herein granted to Grantee shall be deemed granted to each successor and assign of Grantee and each such following successor and assign thereof, and the word "Grantee" shall include all successors and assigns.

Anything contained herein to the contrary notwithstanding, an owner of the Property shall have no obligation pursuant to this instrument where such owner shall cease to have any ownership interest in the Property by reason of bona fide transfer. The restrictions, stipulations and covenants contained in this Agreement shall be inserted by Grantor, verbatim or by express reference, in any subsequent deed or other legal instrument by which Grantor divests itself of either the fee simple title to or any lesser estate in the Property or any part hereof, including by way of example but not limitation, a lease of all or a portion of the Property.

19. Assignment. Grantee may, with the written agreement of Grantor which shall not be unreasonably withheld, convey, assign or transfer this Agreement to a unit of federal, state or local government or to a similar local, state or national organization that is a "qualified organization" under the Act, as amended, whose purposes, inter alia, are to promote preservation of historical, cultural or architectural resources, provided that any such conveyance, assignment or transfer requires that the Purpose for which this Agreement was granted will continue to be carried out.

20. Recording and Effective Date. Grantee shall do and perform at its own cost all acts necessary to the prompt recording of this Agreement in the land records of Essex Southern District Registry of Deeds. Grantor and Grantee intend that the restrictions arising under this Agreement take effect on the day and year this instrument is executed by Grantor and Grantee.

EXTINGUISHMENT

21.1. Extinguishment. Grantor and Grantee hereby recognize that an unexpected change in conditions affecting the Property may make impossible the continued ownership or use of the Building for the Purpose of this Agreement and necessitate extinguishment of this Agreement. Such a change in conditions may include, but is not limited to, partial or total destruction of the Building resulting from casualty. An extinguishment must meet all the requirements of the Act for extinguishment, including a public hearing to determine that such extinguishment is in the public interest, and approval by Grantee (or the then holder of this Agreement, if it has been

assigned pursuant to paragraph 19), and the Massachusetts Historical Commission if this Agreement has been approved by the Massachusetts Historical Commission.

21.2 Condemnation. If all or any part of the Property is taken under the power of eminent domain by public, corporate or other authority, or otherwise acquired by such authority through a purchase in lieu of a taking, Grantor and Grantee shall join in appropriate proceedings at the time of such taking to recover the full value of the Property that is subject to the taking and all incidental and direct damages from the taking. All expenses reasonably incurred by Grantor and Grantee in connection with such taking shall be paid out of the recovered proceeds. The balance of such recovered proceeds shall be paid to Grantor.

INTERPRETATION

22. Interpretation. The following provisions shall govern the effectiveness, interpretation and duration of this Agreement:

- (a) Any rule of strict construction designed to limit the breadth of restrictions on alienation or use of the Property or the Building shall not apply in the construction or interpretation of this Agreement and this instrument shall be interpreted broadly to effect its Purpose and the transfer of rights and the restrictions on use herein contained.
- (b) This instrument is executed in two counterparts, one of which is to be retained by the Grantor and the other, after recording, to be retained by Grantee. In the event of any disparity between the counterparts produced, the recorded counterpart retained by the Grantee shall in all cases govern. Except as provided in the preceding sentence, each counterpart shall constitute the agreement of the parties.
- (c) This instrument is made pursuant to the Act, but the invalidity of such Act or any part thereof shall not affect the validity and enforceability of this Agreement according to its terms, it being the intent of the parties to agree and to bind themselves, their successors and their assigns to each term of this instrument whether this instrument is enforceable by reason of statute, common law or private agreement either in existence now or at any time subsequent hereto.
- (d) Nothing contained herein shall be interpreted to authorize or permit Grantor to violate any ordinance or regulation relating to building materials, construction methods or use. In the event of any conflict between any such ordinance or regulation and the terms hereof Grantor promptly shall notify Grantee of such conflict and shall cooperate with Grantee and the applicable government entity to accommodate the purpose of both this Agreement and such ordinance or regulation.

AMENDMENT; SUBORDINATION

23. Amendment. If circumstances arise under which an amendment to or modification of this Agreement would be appropriate, Grantor and Grantee may by mutual written agreement jointly amend this Agreement, provided that no amendment shall be made that will adversely affect the qualifications of this Agreement or the status of Grantee under the Act, or any applicable laws,

including any other laws of the Commonwealth of Massachusetts. Any such amendment shall be consistent with the protection of the preservation values of the Property and the Purpose of this Agreement; shall not affect its stated duration; shall not permit residential development on the Property; shall not permit any private inurement to any person or entity; and shall not adversely impact the overall architectural, historic, natural habitat, and open space values protected by this Agreement. Any such amendment shall comply with the provisions of the Act and shall be recorded in the land records of Essex Southern Registry of Deeds. Nothing in this paragraph shall require Grantor or Grantee to agree to any amendment to consult or negotiate regarding any amendment.

24. Mortgage Subordination. Grantor represents and warrants to Grantee that the Property is not subject to any mortgages, liens, or leases prior in right to this Agreement. Grantor agrees not to enter into or permit other mortgages, liens or leases affecting the Property prior in right to this Agreement without the written agreement of Grantee which shall not be unreasonably withheld.

[signature pages follow]

IN WITNESS WHEREOF, the Grantor and Grantee have set their hands and seals this
_____ day of _____, 2019.

GRANTOR:

By: _____
Name: Derek A. Smith
Title: President and Trustee

By: _____
Name: Kristin Z. Noon
Title: Executive Director

COMMONWEALTH OF MASSACHUSETTS

Essex, ss

On this ____ day of _____, 2019, before me, the undersigned Notary
Public, personally appeared _____, who proved to me through
satisfactory evidence of identification, which was _____, to be
the person whose name is signed on the preceding or attached document, and acknowledged to
me that he/she/they signed it voluntarily for its stated purpose as
_____ of _____.

Notary Public
My Commission Expires

[Grantee's signature is on a separate page]

IN WITNESS WHEREOF, the Grantor and Grantee have set their hands and seals this
_____ day of _____, 2019.

TOWN OF WENHAM,
By its Board of Selectmen

COMMONWEALTH OF MASSACHUSETTS

Essex, ss

On this ____ day of _____, 2019, before me, the undersigned Notary
Public, personally appeared _____,
members of the Wenham Board of Selectmen, as aforesaid, who proved to me through
satisfactory evidence of identification, which was _____,
to be the person whose name is signed on the preceding or attached document, and
acknowledged to me that he/she/they signed it voluntarily for its stated purpose on behalf of the
Town of Wenham.

Notary Public
My Commission Expires

[Grantee's signature on separate page]

EXHIBIT A

Description of the Property

Description of the Building

EXHIBIT B

Photographs of the Building

Please see the attached.

List of photographs:

RESTRICTION GUIDELINES

The purpose of the Restriction Guidelines is to clarify paragraph 3 of the Preservation Restriction Agreement, which deals with alterations to the Building. Under this paragraph, prior permission from Grantee is required for any major alteration. Alterations of a minor nature, which are part of ordinary maintenance and repair, do not require the Grantee prior review.

In an effort to explain what constitutes a minor alteration and what constitutes a major change, which must be reviewed by Grantee, the following list has been developed. By no means is this list comprehensive: it is only a sampling of some of the more common alterations, which may be contemplated by building owners.

PAINT

Minor - Exterior scraping and sanding and repainting of non-decorative and non-significant surfaces as part of periodic maintenance.

Major - Painting or fully stripping ornamental woodwork, stone, or significant original plaster.

WINDOWS AND DOORS

Minor - Regular maintenance including caulking, painting and necessary reglazing. Repair or in-kind replacement of existing individual decayed window parts.

Major - Wholesale replacement of units; change in fenestration or materials; alteration of profile or setback of windows as well as any level of stained glass window conservation/restoration. The addition of storm windows is also considered a major change; however, with notification it will be accepted by Grantee due to the fact that storm windows are a present condition of the Building.

EXTERIOR

Minor - Spot repair of existing cladding and roofing including in-kind replacement of clapboards, shingles, slates, etc.

Major - Large-scale repair or replacement of cladding or roofing. Change involving inappropriate removal or addition of materials or building elements (i.e., removal of chimneys or cornice detailing; installation of architectural detail which does not have a historical basis); altering or demolishing building additions; spot repointing of masonry.

LANDSCAPE/OUTBUILDINGS

Minor - Routine maintenance of outbuildings including painting and repair.

Major - Moving or subdividing buildings.

Changes classified as major alterations are not necessarily unacceptable. Under the Preservation Restriction Agreement, such changes and their impact on the historic integrity of the Building must be reviewed by Grantee.

It is the responsibility of the owner of the Building (Grantor) to notify Grantee in writing when any major alterations are contemplated. Substantial alterations may necessitate review of plans and specifications.

The intent of the Preservation Restriction Agreement is to enable Grantee to review proposed alterations and assess their impact on the integrity of the Building, not to preclude future change. Grantee will attempt to work with Grantor to develop mutually satisfactory solutions, which are in the best interests of the Building.

571052/WENH/0001

BOARD OF SELECTMEN MEETING

February 12, 2019

NEW BUSINESS

H.

Review of Regional Dispatch Feasibility Study for Danvers or Hamilton, Review of Draft Intermunicipal Agreement for North Shore 911 Center, and Discussion of Potential Next Steps *(45 Minutes)*

- Regional Dispatch Feasibility Study from Municipal Resources, Inc. - Placeholder
- Draft Intermunicipal Agreement for the Joint Provision of Public Safety Communication, Dispatch and Operations Services
- Letter regarding Proposed IMA for North Shore 911 Center to Matthew Moran, Undersecretary, Forensic Science and Technology, Massachusetts Executive Office of Public Safety and Security and Frank Pozniak, State 911 Department, Massachusetts Executive Office of Public Safety and Security from Peter Lombardi, Town Administrator, December 12, 2018
- Memo regarding Status Update on Regional Dispatch and Review of Proposed New Intermunicipal Agreement for the Joint Provision of Public Safety, Communications, Dispatch, and Operations Services from Peter Lombardi, Town Administrator, November 30, 2018

INTERMUNICIPAL AGREEMENT
FOR THE JOINT PROVISION OF PUBLIC SAFETY
COMMUNICATIONS, DISPATCH AND OPERATIONS
SERVICES

THIS AGREEMENT is entered into by and between the Commonwealth of Massachusetts State 911 Department (or "Department" and those cities and towns, acting by and through their Mayor, Town Managers or Administrators, or Board of Selectmen, as applicable, which execute this agreement hereinafter referred to collectively as the "Members"), as follows:

WHEREAS, the State 911 Department and the Members agree to continue with a regional emergency communications center ("RECC") under the supervision and control of the State 911 Department to render 911 answering and emergency dispatch, communications and operations services as appropriate to their joint and respective needs; and

WHEREAS, the State 911 Department and the Members are authorized to undertake this Agreement pursuant to the provisions of M.G.L.C §§4A and 4D.

NOW, THEREFORE, the State 911 Department and the Members, in consideration of the covenants and mutual promises contained herein, hereby agree as follows:

~~1.~~ 1. TERM

This Agreement shall take effect on July 1, 2019. This Agreement shall continue in effect for a period of ten (10) years from such date. Upon such effective date, this Agreement shall supercede the agreement between the Essex County Sheriff and the Members for 911 services.

~~2.~~ 2. ORGANIZATIONAL STRUCTURE

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Up until the effective date of this Agreement, the 911 center in Middleton, located in a building on the property of the Essex County Sheriff, consisted of the Essex Regional Emergency Communications Center ("Essex RECC") and Essex Wireless 911 Center, both under the supervision and control of the Essex County Sheriff. Upon the effective date of this Agreement and thereafter, the entire facility shall be known as the North Shore Regional 911 Center, which will consist of the North Shore Regional Emergency Communications Center ("North Shore RECC") and the North Shore Wireless 911 Center, both under the supervision and control of the State 911 Department.

The employees of the North Shore Regional 911 Center shall be State 911 Department employees. The State 911 Department shall have the sole responsibility and authority to oversee, direct, manage, and supervise the operations of the North Shore Regional 911 Center, and to hire, set the compensation for, supervise, discipline and terminate all North Shore Regional 911 Center personnel. The State 911 Department will consult with Executive Advisory Board before hiring the Director of the North Shore Regional 911 Center. Within the State 911 Department organization, the employees of the North Shore Regional 911 Center will be in a division known as "State 911 Department PSAP Operations Division-North Shore".

3. **APPLICABILITY**

This Agreement shall apply only to the administration

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and operation of the North Shore RECC.

3.—4. FINANCIAL RESPONSIBILITY

Upon the effective date of this Agreement, those Members of the Essex RECC who have executed this Agreement shall become Members of the North Shore RECC. Such Members shall bear no financial responsibility to support the administration and operation of the North Shore RECC, including equipment and future capital improvements, -during the term of this Agreement. All equipment and future capital improvements purchased with State 911 Department funds for the administration and operation of the North Shore RECC is owned by the State 911 Department.

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5. ADVISORY BOARDS

Three Advisory Boards shall advise the State 911 Department on matters pertaining to the administration and operation of the North Shore RECC. The Executive Advisory Board shall have decision-making authority regarding the issues outlined in Section 5E, below.

A. The Fire Advisory Board shall consist of the fire chiefs from each Member community. The Board shall elect a Chair. ~~A quorum shall consist of at least 50 percent of the Members.~~

B. The Police Advisory Board shall consist of the police chiefs from each Member community. The Board shall elect a Chair. ~~A quorum shall consist of at least 50 percent of the Members.~~

C. The Police and Fire Advisory Boards shall each meet at least semi-annually, but more frequently as necessary, and each shall advise the State 911 Department on operating policies and procedures for the operation of the North Shore RECC. Such Advisory Boards also shall meet together, as necessary. ~~All such Advisory Board meetings shall be conducted in accordance with the requirements of the Commonwealth's Open Meeting Law.~~

D. The Executive Advisory Board shall be comprised of the Mayor, Town Manager, or Town Administrator of the Members, and the Chair of each of the aforementioned two (2) Advisory Boards - Police and Fire Advisory Boards. The Executive Advisory Board shall elect a Chair. The Executive Advisory Board shall meet quarterly, but more frequently as may be necessary, to advise the State 911 Department on the administration, budget, and operation of the North Shore RECC, including admittance of new members to the North Shore RECC.

E. The Executive Advisory Board shall have the authority to:

1. Approve the annual operating and staffing plans of the North Shore RECC and changes thereto, with input from the Police and Fire Advisory Boards, in conformance with applicable standards and taking into consideration the February 2018 Organizational Assessment and Operational Audit and the recommendations contained therein.

1-2. Approve the details of the transition to a shared radio frequency system, with input from the Police and Fire Advisory Boards, in conformance with applicable standards and taking into consideration the February 2018 Organizational Assessment and Operational Audit and the recommendations contained therein.

3. Approve operating policies and procedures that govern the operations of the North Shore RECC, with input from the Police and Fire Advisory Boards, in conformance with applicable standards and taking into consideration the February 2018 Organizational Assessment and Operational Audit and the recommendations contained therein.

F. The Director of the North Shore RECC, Deputy Director of the North Shore RECC, and/or other representatives of the State 911 Department shall be in attendance at all Advisory Board meetings. The State 911 Department reserves the right to review all decisions of the Executive Advisory Board to ensure consistency with the State 911 Department's operational and budgetary

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objectives, and may make revisions or adjustments to those decisions consistent with those objectives, as necessary.

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FG. All ~~Executive~~ Advisory Board meetings shall be conducted in accordance with the requirements of the Commonwealth's Open Meeting Law. A quorum of the each Board shall be required to convene all meetings. A quorum of each Board shall consist of at least fifty (50) percent of its Member representatives. Any motion offered for action by each Board shall be deemed adopted when a majority of Member representatives present and voting votes in favor of such action. A quorum shall consist of at least fifty (50) percent of the ~~Members.~~

H.G. Representatives shall serve at the pleasure of their respective appointing authorities until they resign or a successor is appointed.

6. NORTH SHORE RECC SERVICES

The North Shore RECC shall provide core services for Members as listed on Attachment A. To improve efficiencies and situational awareness and reduce errors, monitoring shared Member radio frequencies is listed as a core service on Attachment A. The North Shore RECC shall transition to a shared radio frequency system within as seen as practical ~~three~~ (3) years after the effective date of this Agreement, unless otherwise extended as necessary. The details of such transition shall be developed and approved by the Executive Advisory Board, with input from the Police and Fire Advisory Boards, in conformance with applicable

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standards and taking into consideration the February 2018 Organizational Assessment and Operational Audit and the recommendations contained therein.

7. RECORDS AND REPORTS

The State 911 Department shall ensure the creation and maintenance of all records and reports pertinent to the business of the North Shore RECC. All records shall be maintained in accordance with the requirements of the Commonwealth's Public Records Law.

8. ADMISSION OF ADDITIONAL MEMBERS

The State 911 Department, after consultation with the Executive Advisory Board, shall determine, in its sole discretion, whether to admit additional Members to the North Shore RECC, and the terms and conditions of such admittance.

9. WITHDRAWAL

~~9-~~ There shall be two (2) withdraw options, as set forth below in Sections 9A and 9B. Each option is independent of each other. Both options may be invoked by a Member separately within the applicable timeframes.

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~~A. Any Member may withdraw from this Agreement. Any Member may withdraw from this Agreement after two (2) years following the date of the Agreement (July 1, 2021 withdraw date) by providing at least one (1) year written notice of withdraw to the State 911 Department and other Members by July 1, 2020. There shall be no financial consequence to any Member whom~~

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withdraws in compliance with this provision if at the withdraw date it becomes part of a regional PSAP or RECC that is operational on the withdraw date, either at the Member's location or at another location, and such action does not result in an increase in the overall number of PSAPs in the Commonwealth. If this is not the case, or if the Member seeks to become a primary PSAP, then at the withdraw date the Member may be subject to financial consequences as determined by the State 911 Department. If at the withdraw date, the Member has not formed or joined an operational regional PSAP or RECC as described above, or has not become a primary PSAP, then the written notice of withdraw shall be deemed waived and the Member shall remain in the North Shore RECC. In addition, at any time before July 1, 2021, a Member, on its own motion, may rescind its written notice of withdraw and shall remain in the North Shore RECC.

B. Any Member may withdraw from this Agreement after five (5) ~~seven (7)~~ years following the date of the Agreement (July 1, 2024 withdraw date)~~its date of execution~~ by providing at least ~~two~~^{three} (2³) years written notice of withdraw to the State 911 Department and other Members by July 1, 2022. There shall be no financial consequence to any Member whom withdraws in compliance with this provision if at the withdraw date it becomes part of a regional PSAP or RECC that is operational on the withdraw date, either at the Member's location or at another location, and such action does not result in an increase in the number of PSAPs in the Commonwealth.

If this is not the case, or if the Member seeks to become a primary PSAP, then at the withdraw date the Member may be subject to financial consequences as determined by the State 911 Department. If at the withdraw date, the Member has not formed or joined an operational regional PSAP or RECC as described above, or has not become a primary PSAP, then the written notice of withdraw shall be deemed waived and the Member shall remain in the North Shore RECC. In addition, at any time before July 1, 2024, a Member, on its own motion, may rescind its written notice of withdraw and shall remain in the North Shore RECC.

10. FISCAL YEAR

The fiscal year of the RECC shall begin on July 1st and end on the following June 30th.

11. AMMENDMENT OF AGREEMENT

The Members may propose amendments to this Agreement by approval by two thirds (2/3) vote of the Executive Advisory Board. Any such amendments are subject to the review and approval of the State 911 Department.

12. DISSOLUTION

This Agreement shall dissolve upon the expiration of its term.

13. SEVERABILITY

If any term or condition of this Agreement or any application thereof shall to be any extend be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality and enforceability of

the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless one or more parties would be substantially or materially prejudiced.

14. GOVERNING LAW

This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts and the parties hereto submit to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Agreement.

15. ENTIRE AGREEMENT

This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Agreement supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

THIS AGREEMENT is made by and between the State 911 and the Governmental Units Signatory hereto, each duly authorized.



Town of Wenham

Town Hall
138 Main Street
Wenham, MA 01984

Selectmen / Town Administrator
TEL 978-468-5520 FAX 978-468-8014

December 12, 2018

Matthew Moran
Undersecretary, Forensic Science and Technology
Massachusetts Executive Office of Public Safety and Security
One Ashburton Place, Room 2133
Boston, Massachusetts 02108

Frank Pozniak
Executive Director, State 911 Department
Massachusetts Executive Office of Public Safety and Security
151 Campanelli Drive, Suite A
Middleborough, MA 02346

Dear Undersecretary Moran and Executive Director Pozniak,

Thank you for your initial work on the proposed new Intermunicipal Agreement (IMA) for the newly rebranded North Shore 911 Center. As one of the original members of the ECRECC when it first went live, Wenham officials appreciate your significant support of this program to date and your ongoing commitment to ensuring its success going forward. After conferring with my Police and Fire Chiefs and their leadership teams as well as my Board of Selectmen, I would like to offer the following comments and concerns regarding the draft IMA:

- Purely advisory capacity of participating members (further diminishing role of towns in any/all decision making processes)
- Initial 7 year term before withdrawal (only 5 year notice required under current IMA)
- 3 year notice to withdraw (currently 2 years)
- Lack of clarity about ownership of capital infrastructure
- Lack of clarity about financial responsibilities for equipment upkeep and future capital improvement costs
- Lack of clarity about the financial terms of withdrawal
- Lack of clarity about cost to municipalities who may want to join in the future
- Lack of clarity about when we would "transition to a shared radio frequency" and whether all departments would be on a single frequency
- No reference to continued provision of Reverse 911 service
- Reduction in willingness to direct appropriate calls to DPW employees for sanding/salting, and Animal Control Officer and Electrical Inspector to respond to emergencies

Most importantly, given the fact that we are now only 6 months from the start of State 911 taking over management of the ECRECC, it is essential that language is added to the new IMA that will allow member communities to opt out within the first 2 years of the 10 year term with no penalty, provided that any such communities would be required to give a minimum of 1 years notice if they did elect to opt out.

It is important to note that this commentary is based on our experiences to date at the ECRECC and the findings from the recent audit, and is generally consistent with our initial feedback to you when this new concept was first presented to us in June/July 2018. As was widely discussed at those Board meetings this summer, the major concern expressed by all of the member communities and their representatives about this transition was that local control be retained at least to the extent that it is under the current IMA. That does not seem to be the case with the new IMA as currently drafted, a fact which is concerning. While the elimination of the assessment will obviously be a significant financial benefit to the member communities, providing the same or better level of service to our residents, police officers, and firefighters is our primary focus. In order to ensure this occurs, we firmly believe that the member communities need to continue to have a seat at the table when it comes to making certain key operational decisions about the Center.

There was also a stated desire at that time to make the new IMA more specific and for it to reflect the key recommendations of the audit as appropriate. The new IMA has provided less specificity about many of the crucial elements listed above, not more.

I am hopeful that you will be receptive to our input and will work with the member communities to develop a new program that can be broadly supported for reasons other than the elimination of our assessment. I look forward to having a productive dialogue about how we can refine the IMA to address the issues I have addressed. Please let me know if you have any questions.

Sincerely,



Peter Lombardi
Wenham Town Administrator

cc: Wenham Board of Selectmen
Police Chief Thomas Perkins
Fire Chief Stephen Kavanagh



Town of Wenham

Town Hall
138 Main Street
Wenham, MA 01984

Selectmen / Town Administrator
TEL 978-468-5520 FAX 978-468-8014

MEMORANDUM

TO: Board of Selectmen
CC: Police Chief Tom Perkins, Fire Chief Stephen Kavanagh
FROM: Peter Lombardi, Wenham Town Administrator
RE: Status Update on Regional Dispatch and Review of Proposed New Intermunicipal Agreement for the Joint Provision of Public Safety Communications, Dispatch, and Operations Services
DATE: November 30, 2018

On November 9, approximately 4 months after our last meeting on this issue, State 911 officials sent a proposed Intermunicipal Agreement (IMA) that would govern the newly branded North Shore 911 Center effective next July 1. This preliminary draft did not include any input from the member communities. The proposed arrangement will reduce the Town's annual regional dispatch costs by \$82k (down to \$0) and would ensure that we would not have to pay anything for this service for up to the next 10 years. However, based on our experiences to date at the RECC, the findings from the recent audit, and our initial feedback to state officials when this new proposal was first presented, we have a number of concerns about the IMA as currently drafted. These include:

- Purely advisory capacity of participating members (further diminishing role of towns in any/all decision making processes)
- Initial 7 year term before withdrawal (only 5 year notice required under current IMA)
- 3 year notice to withdraw (currently 2 years)
- Lack of clarity about ownership of capital infrastructure
- Lack of clarity about financial responsibilities for equipment upkeep and future capital improvement costs
- Lack of clarity about the financial terms of withdrawal
- Lack of clarity about cost to municipalities who may want to join in the future
- Lack of clarity about when we would "transition to a shared radio frequency" and whether all departments would be on a single frequency
- No reference to continued provision of Reverse 911 service
- Reduction in willingness to direct appropriate calls to DPW employees for sanding/salting, and Animal Control Officer and Electrical Inspector to respond to emergencies

As you will note in reviewing the June 26 and July 11 RECC Board meeting minutes, the major concern expressed by all of the member communities and their representatives (Mayor/Managers, Police Chiefs, and Fire Chiefs) was that local control be retained at least to the extent it is under the current IMA. There was also a stated desire to make the new

IMA more specific (not less) and for it to reflect the key recommendations of the audit. Those comments were reiterated when the proposed IMA was discussed when we met with state officials earlier this week. The towns now plan to submit our collective comments, feedback, and proposed revisions to State 911 by December 14. We have asked for a prompt turnaround on their end so that we can more clearly understand what we would be committing to under the terms of the new arrangement in time to make a decision as part of our FY20 budget process. We did get confirmation from town counsel that we would not need to receive approval from Town Meeting to execute the new IMA, per MGL Ch 40 Sec 4A.

At the same time, over the past few months, we have been working with Municipal Resources, Inc. to understand the feasibility of opting to join either Danvers or Hamilton for regional dispatch services. We expect to have a draft report from MRI by the end of December. However, even if the Town decided to commit to partnering with either of these other communities, it is highly unlikely that we would be able to effectively make that transition by next July 1. Accordingly, and since there are also many unknowns about what the RECC operation will look like when State 911 takes over its management next year, I plan to strongly advocate for the insertion of language that would allow the member communities to opt out of the RECC within the first 2 years under the new IMA.

BOARD OF SELECTMEN MEETING

February 12, 2019

NEW BUSINESS

I.

**Review of Fire-based EMS Pilot Program and
Potential Decision to Continue to Provide Basic
Life Support with Fire Department Staff
– Chief Stephen Kavanagh
*(15 Minutes)***

- Draft Motion
- Wenham Fire Department Ambulance Report Letter from Stephen B. Kavanagh, Fire Chief, February 12, 2019
- Town of Wenham Vital Signs Report, January 1, 2018 – December 31, 2018

BOARD OF SELECTMEN MEETING

February 12, 2019

DRAFT MOTION

Fire-based EMS

- Vote: Based on the overall success of the one-year pilot program and consistent with the recommendation of Fire Chief Kavanagh, I move to approve the continuation of providing Fire-based Basic Life Support Emergency Medical Services on a permanent basis effective March 27, 2019.

Seconded / Discussion/ Vote

Wenham Fire Department

Ambulance Report

February 12, 2019

Honorable Board of Selectmen
Town of Wenham
Wenham Town Hall
138 Main St.
Wenham, MA 01984

To the Board of Selectmen,

Since the start of the Wenham Fire Department Ambulance on March 26, 2018 up until December 31, 2018 the ambulance has responded to 313 calls, an average of just over 30 a month. The numbers below reflect how many calls for each particular group and how they were transported:

Patient Refusals	= 117
Lift Assist	= 5
Well Being Check	= 5
BLS Transport	= 167
ALS Intercept	= 27
Alternate Transport	= 13

We had 313 calls that resulted in patient contact of 336 times. This number comes from multiple refusals at a single incident. The projected number of ALS calls was 15% and we are currently at 11.5%. Out of 313 calls, we transported 194 times which equals a 61.98% transport rate.

Staffing:

The average number of personnel responding to each medical call including motor vehicle accidents and carbon monoxide incidents is 7. Over the past several years, the average number of personnel per call was 9 and has dropped due to a decrease in E.M.T.'s. There were 22 E.M.T.'s and we are now down to 17.

Response time:

The average time for the ambulance to arrive on scene is 5 minutes and 57 seconds. Monthly average response times have varied from a high of 6 minutes and 18 seconds to a low of 5 minutes and 5 seconds.

Payor Mix:

The payor mix for the town of Wenham was projected at a 50/50 split and is currently at a 60/40 split between residents who will be covered by these private insurance providers and those who will be covered by Medicare/Medicaid. The reimbursement rates through these federal programs are much lower, about \$400 dollars for BLS transport.

Billed/Collected:

PRO - EMS the billing company for the Wenham Fire Ambulance has billed out from March 26, 2018 to December 31, 2018 an amount of \$ 255,206.50 and, after contractual and manual allowances and also

write offs, our current net is \$201,819.68. Checks from insurance carriers take about 3 – 6 months to be sent to our account and we are now receiving checks on a regular cycle. The town has received approximately \$ 68,559.87 in payments to date. At this time, we have a collection rate of 34.5 % and this number will continue to climb as we add more billable insurance providers. The projected revenues were \$150,000 and we are on target to reach \$180,000 for the pilot year. To build our insurance provider base, it will take 16 to 18 months.

Start-up Costs:

The start – up costs for the Town Ambulance were minimal due to the Fire Department Gift Account and Wenham Fire Company. These donations are from our very kind and generous residents. Some of the items are listed below.

- Ambulance: Purchased through the gift account for \$7000.00. When purchased it met MA State Regulations for BLS Licensure.
- Stair Chair: Purchased through gift account for \$3600.00
- Stretcher: This was purchased through the Wenham Fire Company for \$1960.00
- Lucas Device: This was purchased through the Wenham Fire Company for \$16,000.00

Ongoing Costs:

The cost impact of the union negotiated rate change for BLS transport work over the first two months is \$1748.00 and it is projected to be \$15,000.00 to \$18,000.00 for the year.

For ALS intercept and billing, there is an added annual cost of \$7000.00 which will fluctuate over time.

We project a capital expense of \$75,000 to \$100,000 for ambulance replacement in FY 2021.

Note:

Atlantic ALS is responding to emergencies through protocols already in place at the RECC and covers any additional BLS calls when we are on another call or unable to respond.

Since the start of this pilot program I am very proud of the hard work put in by the members of this department. The firefighters have shown true dedication and professionalism not only to the department but to the residents.

At this time I recommend that the Wenham Fire Ambulance move forward from the pilot program anniversary date of March 26, 2019 to a permanent ambulance program starting March 27, 2019. This pilot program has proved to be beneficial to the residents of Wenham.

Respectfully submitted,
Stephen B. Kavanagh
Fire Chief



TOWN OF WENHAM VITAL SIGNS REPORT

SURVEYS RECEIVED 1-1-2018 THROUGH 12-31-2018

FILTERS: SURVEY: 1

Feedback
Innovations

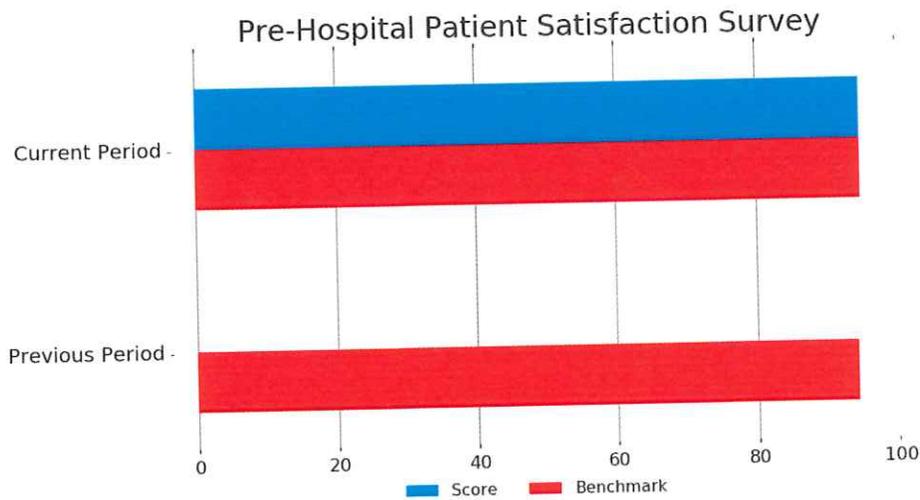
P.O. Box 100,
Andover MA 01810
(844) 340-6060
Feedback-Innovations.com

1.0 EXECUTIVE SUMMARY

Town of Wenham received a total of 20 responses for this period. The highest rated section was *Dispatch*, with a total score of 97.55. The lowest rated section was *Billing*, with a total score of 91.4.

- The Dispatch section had a 97.6% increase in *Professionalism of person on the phone* *Profesionalidad de la persona al teléfono*.
- The Billing section had a 90.0% increase in *Ability of billing personnel to meet your needs* *Capacidad del personal de facturación para satisfacer sus necesidades*. This may be a focus for further improvement.
- Percentile ranking this period is lower 38.78%.

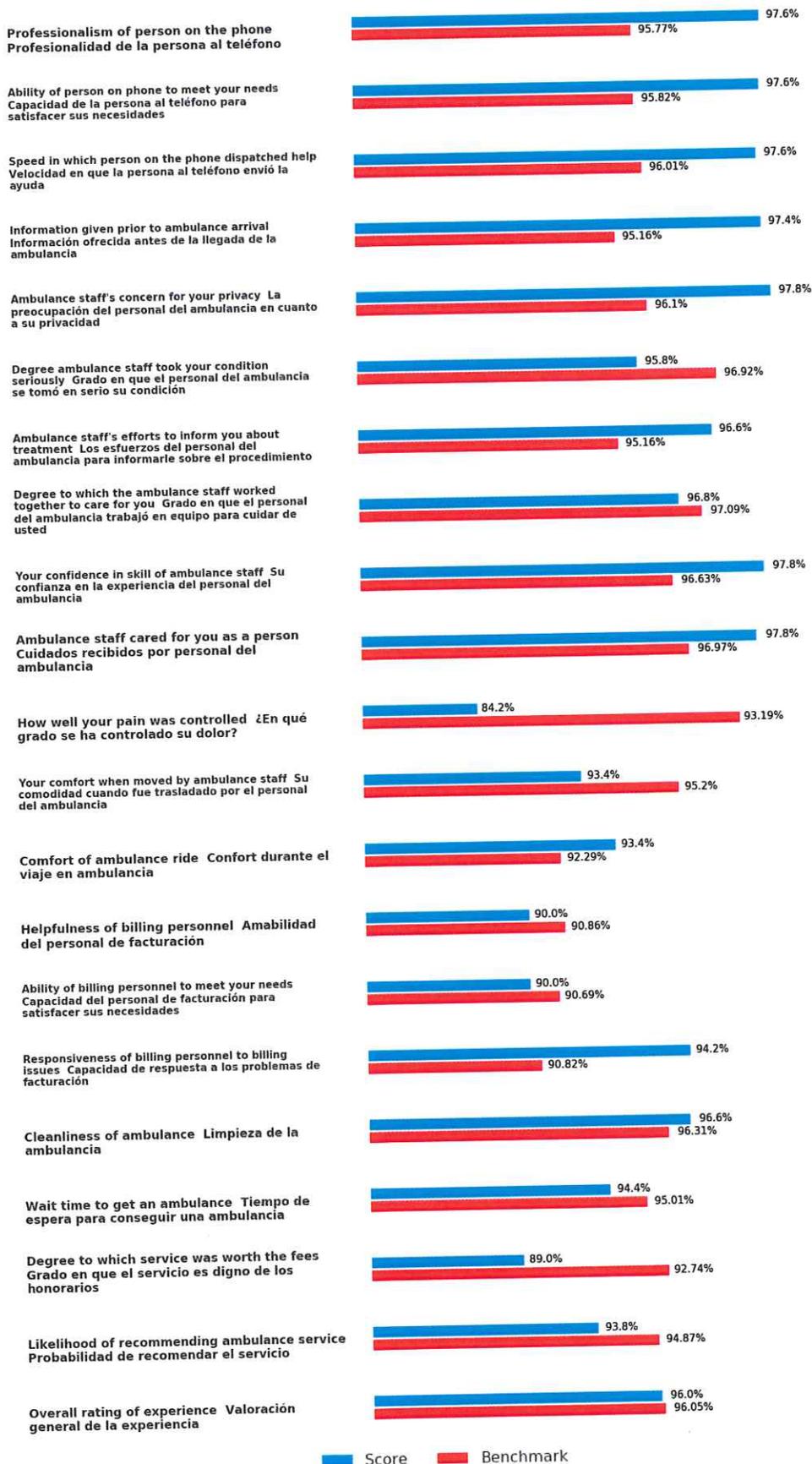
Cumulative Score: **94.75**



	Previous Period	Current Period
Score	0.0	94.75
Benchmark	94.35	94.74

The benchmark is the mean average of all responses for all services in the Feedback Innovations database.

VITAL SIGNS PATIENT SATISFACTION REPORT



2.0 IMPROVEMENT PRIORITY RANKING

Rank	Question
1	Professionalism of person on the phone Profesionalidad de la persona al teléfono
2	Ability of person on phone to meet your needs Capacidad de la persona al teléfono para satisfacer sus necesidades
3	Speed in which person on the phone dispatched help Velocidad en que la persona al teléfono envió la ayuda
4	Information given prior to ambulance arrival Información ofrecida antes de la llegada de la ambulancia
5	Helpfulness of billing personnel Amabilidad del personal de facturación
6	Ability of billing personnel to meet your needs Capacidad del personal de facturación para satisfacer sus necesidades
7	Responsiveness of billing personnel to billing issues Capacidad de respuesta a los problemas de facturación
8	Cleanliness of ambulance Limpieza de la ambulancia
9	Wait time to get an ambulance Tiempo de espera para conseguir una ambulancia
10	Degree to which service was worth the fees Grado en que el servicio es digno de los honorarios
11	Likelihood of recommending ambulance service Probabilidad de recomendar el servicio
12	Ambulance staff's concern for your privacy La preocupación del personal del ambulancia en cuanto a su privacidad
13	Degree ambulance staff took your condition seriously Grado en que el personal del ambulancia se tomó en serio su condición
14	Ambulance staff's efforts to inform you about treatment Los esfuerzos del personal del ambulancia para informarle sobre el procedimiento
15	Degree to which the ambulance staff worked together to care for you Grado en que el personal del ambulancia trabajó en equipo para cuidar de usted
16	Comfort of ambulance ride Confort durante el viaje en ambulancia
17	Your confidence in skill of ambulance staff Su confianza en la experiencia del personal del ambulancia
18	Ambulance staff cared for you as a person Cuidados recibidos por personal del ambulancia
19	How well your pain was controlled ¿En qué grado se ha controlado su dolor?
20	Your comfort when moved by ambulance staff Su comodidad cuando fue trasladado por el personal del ambulancia

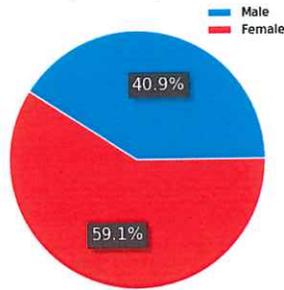
The Improvement Priority Ranking uses a combination of score and correlation to overall satisfaction to determine the most important areas for improvement. The closer to 1 the more important it is to your patients that this aspect of your service be improved upon.

TABLE OF CONTENTS

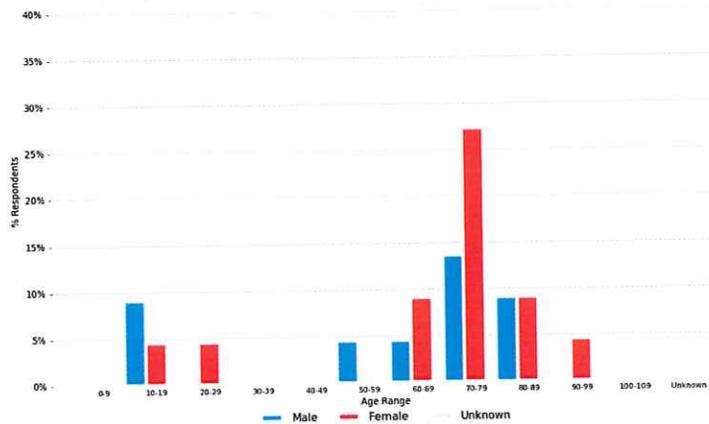
- 1.0 EXECUTIVE SUMMARY 1
- 2.0 IMPROVEMENT PRIORITY RANKING 3
- TABLE OF CONTENTS 4
- 4.0 SECTIONS 5
 - 4.1 Dispatch 5
 - 4.2 Communication 6
 - 4.3 Medical Care 7
 - 4.4 Billing 8
 - 4.5 Service Quality 9
 - 4.6 Overall 10

3.0 DEMOGRAPHIC INFORMATION

Respondents (22 Total)



Respondents (22 Total)



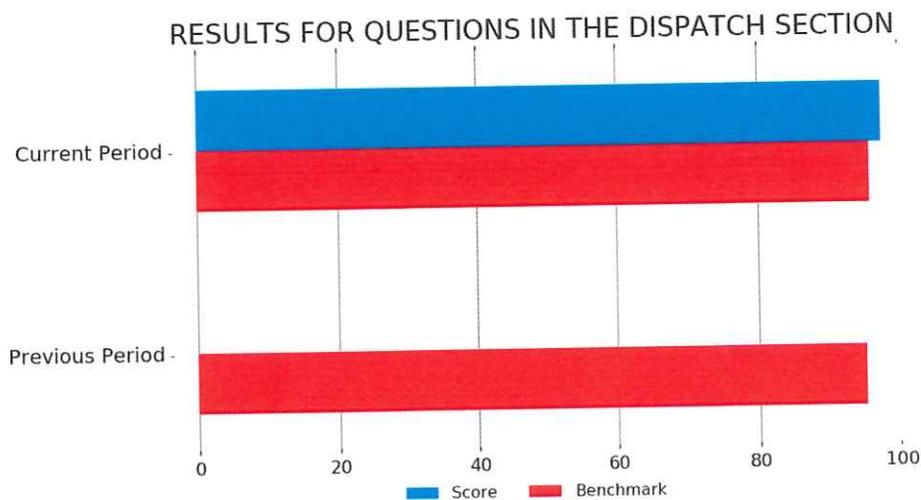
4.0 SECTIONS

4.1 Dispatch

Percentile ranking this period is upper 31.25%.

The Dispatch section showed a 97.55% increase overall from Previous Period to Current Period, with a total score of **97.55**. Drilling down by question for the Dispatch section:

- There was a 97.6% increase for *Professionalism of person on the phone Profesionalidad de la persona al teléfono*, with a score of 97.6.
- There was a 97.6% increase for *Ability of person on phone to meet your needs Capacidad de la persona al teléfono para satisfacer sus necesidades*, with a score of 97.6.
- There was a 97.6% increase for *Speed in which person on the phone dispatched help Velocidad en que la persona al teléfono envió la ayuda*, with a score of 97.6.
- There was a 97.4% increase for *Information given prior to ambulance arrival Información ofrecida antes de la llegada de la ambulancia*, with a score of 97.4.



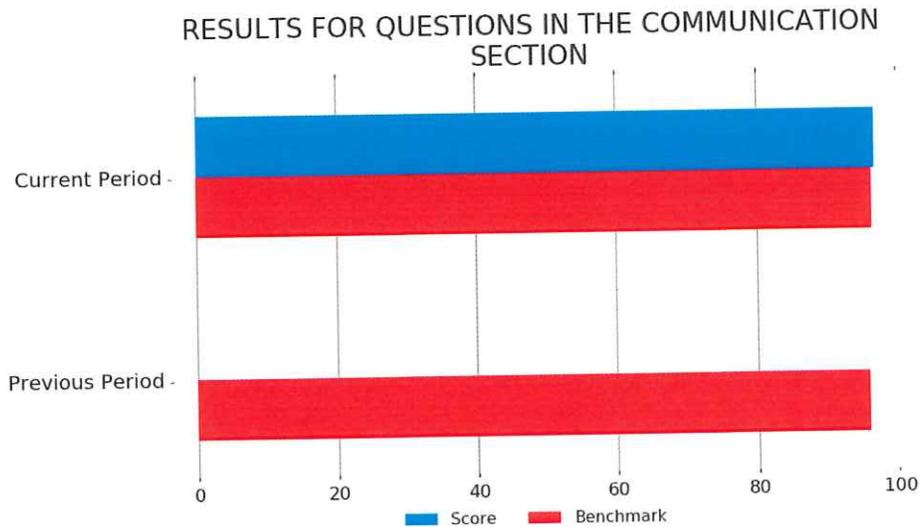
	Previous Period	Current Period
Score	0.0	97.55
Benchmark	95.13	95.69

4.2 Communication

Percentile ranking this period is lower 46.94%.

The Communication section showed a 96.75% increase overall from Previous Period to Current Period, with a total score of **96.75**. Drilling down by question for the Communication section:

- There was a 97.8% increase for *Ambulance staff's concern for your privacy La preocupación del personal del ambulancia en cuanto a su privacidad*, with a score of 97.8.
- There was a 95.8% increase for *Degree ambulance staff took your condition seriously Grado en que el personal del ambulancia se tomó en serio su condición*, with a score of 95.8.
- There was a 96.6% increase for *Ambulance staff's efforts to inform you about treatment Los esfuerzos del personal del ambulancia para informarle sobre el procedimiento*, with a score of 96.6.
- There was a 96.8% increase for *Degree to which the ambulance staff worked together to care for you Grado en que el personal del ambulancia trabajó en equipo para cuidar de usted*, with a score of 96.8.



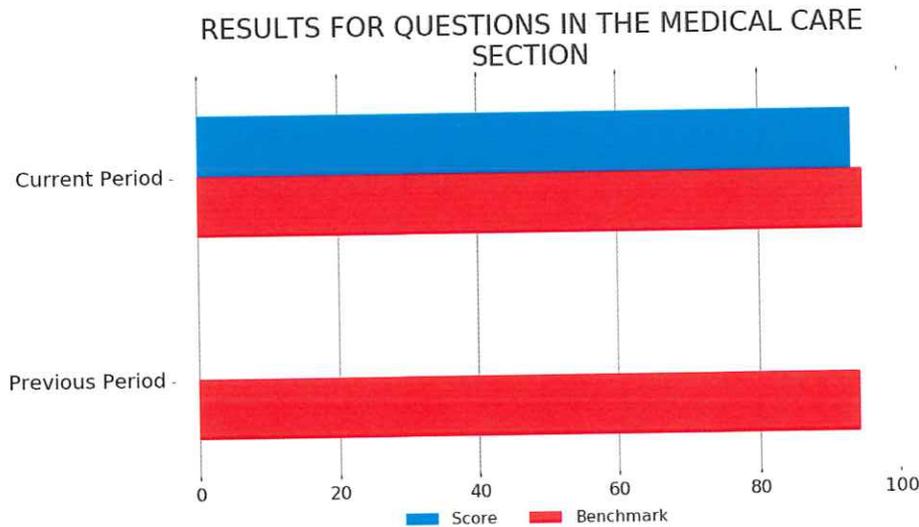
	Previous Period	Current Period
Score	0.0	96.75
Benchmark	95.84	96.32

4.3 Medical Care

Percentile ranking this period is lower 22.45%.

The Medical Care section showed a 93.32% increase overall from Previous Period to Current Period, with a total score of **93.32**. Drilling down by question for the Medical Care section:

- There was a 97.8% increase for *Your confidence in skill of ambulance staff Su confianza en la experiencia del personal del ambulancia*, with a score of 97.8.
- There was a 97.8% increase for *Ambulance staff cared for you as a person Cuidados recibidos por personal del ambulancia*, with a score of 97.8.
- There was a 84.2% increase for *How well your pain was controlled ¿En qué grado se ha controlado su dolor?*, with a score of 84.2.
- There was a 93.4% increase for *Your comfort when moved by ambulance staff Su comodidad cuando fue trasladado por el personal del ambulancia*, with a score of 93.4.
- There was a 93.4% increase for *Comfort of ambulance ride Confort durante el viaje en ambulancia*, with a score of 93.4.



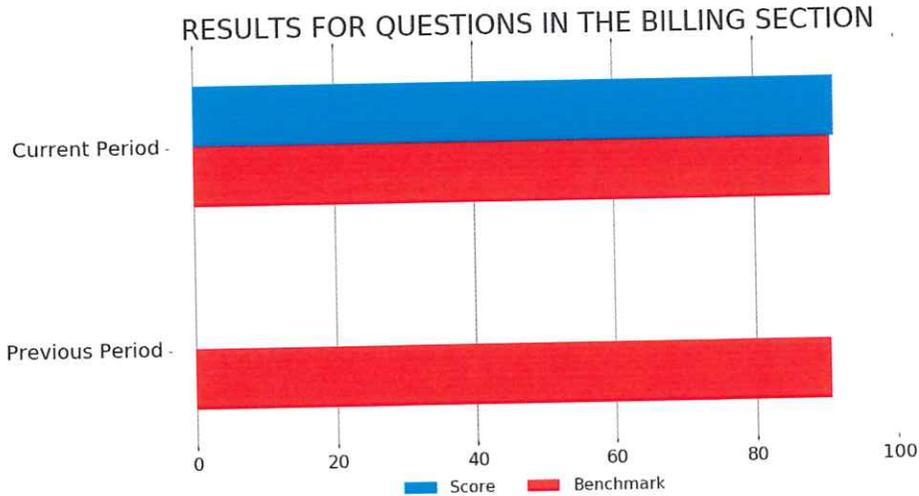
	Previous Period	Current Period
Score	0.0	93.32
Benchmark	94.34	94.85

4.4 Billing

Percentile ranking this period is upper 44.9%.

The Billing section showed a 91.4% increase overall from Previous Period to Current Period, with a total score of **91.4**. Drilling down by question for the Billing section:

- There was a 90.0% increase for *Helpfulness of billing personnel Amabilidad del personal de facturación*, with a score of 90.0.
- There was a 90.0% increase for *Ability of billing personnel to meet your needs Capacidad del personal de facturación para satisfacer sus necesidades*, with a score of 90.0.
- There was a 94.2% increase for *Responsiveness of billing personnel to billing issues Capacidad de respuesta a los problemas de facturación*, with a score of 94.2.



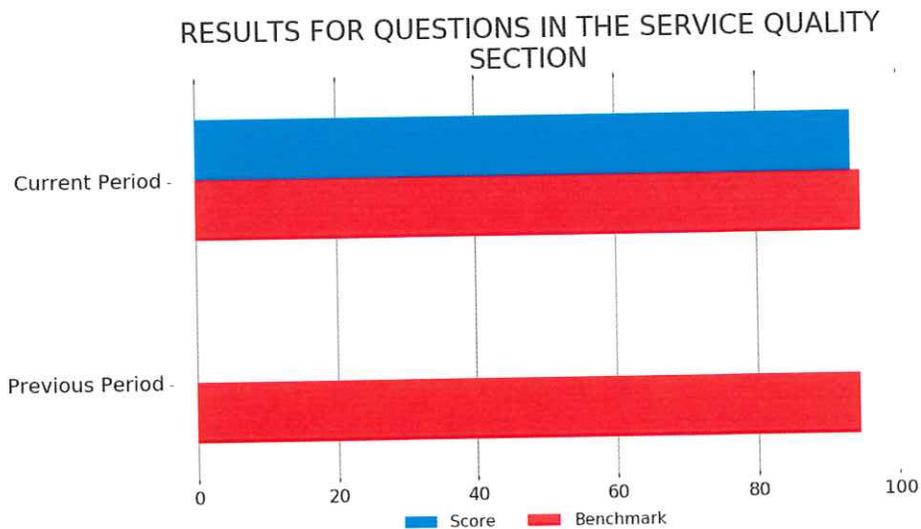
	Previous Period	Current Period
Score	0.0	91.4
Benchmark	90.71	90.79

4.5 Service Quality

Percentile ranking this period is lower 27.08%.

The Service Quality section showed a 93.45% increase overall from Previous Period to Current Period, with a total score of **93.45**. Drilling down by question for the Service Quality section:

- There was a 96.6% increase for *Cleanliness of ambulance Limpieza de la ambulancia*, with a score of 96.6.
- There was a 94.4% increase for *Wait time to get an ambulance Tiempo de espera para conseguir una ambulancia*, with a score of 94.4.
- There was a 89.0% increase for *Degree to which service was worth the fees Grado en que el servicio es digno de los honorarios*, with a score of 89.0.
- There was a 93.8% increase for *Likelihood of recommending ambulance service Probabilidad de recomendar el servicio*, with a score of 93.8.



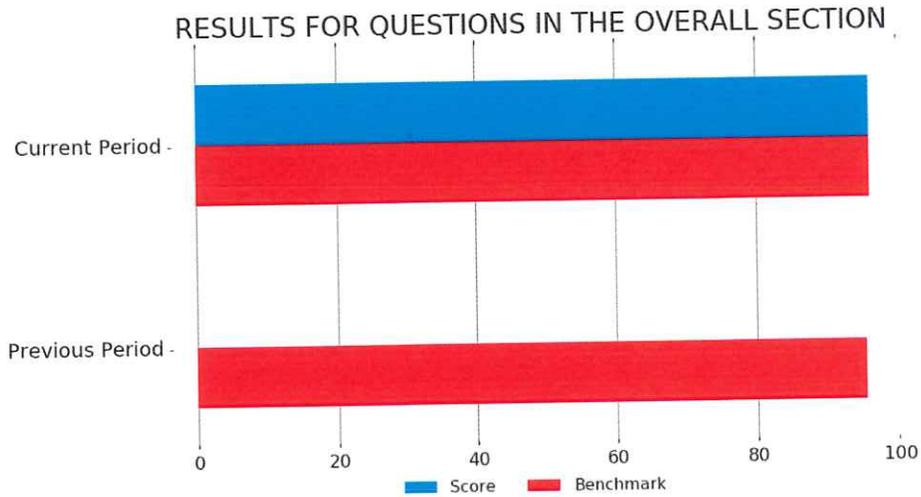
	Previous Period	Current Period
Score	0.0	93.45
Benchmark	94.52	94.73

4.6 Overall

Percentile ranking this period is lower 36.73%.

The Overall section showed a 96.0% increase overall from Previous Period to Current Period, with a total score of **96.0**. Drilling down by question for the Overall section:

- There was a 96.0% increase for *Overall rating of experience Valoración general de la experiencia*, with a score of 96.0.



	Previous Period	Current Period
Score	0.0	96.0
Benchmark	95.53	96.05

BOARD OF SELECTMEN MEETING

February 12, 2019

NEW BUSINESS

J.

**Other matters, as may not have been reasonably
anticipated by the Chair
(Discussion Only)**

BOARD OF SELECTMEN MEETING

February 12, 2019

OLD BUSINESS

K.

FY20 Budget Update

(15 Minutes)

- FY 20 Budget Update PowerPoint, Peter Lombardi, Town Administrator, February 5, 2019
- FY20 Budget Requests Above Level Services, Aggregated BOS and FinCom Feedback – February 2019



TOWN OF WENHAM FY20 BUDGET UPDATE

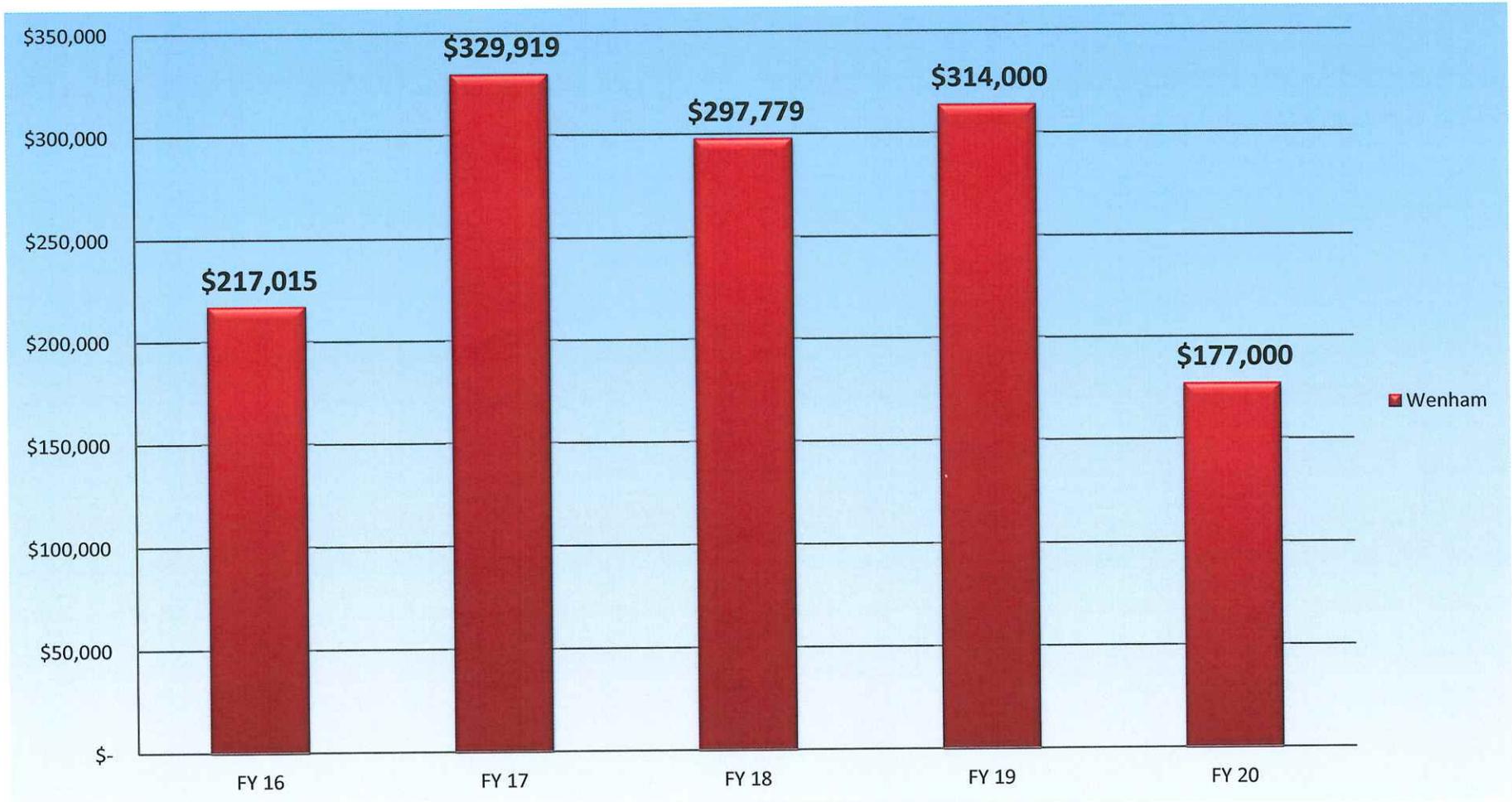
Peter Lombardi, Town Administrator

Town of Wenham, Massachusetts
February 5, 2019

FY20 Budget: Expense Totals

- Town expenses are set to increase by \$545k
 - 52% of those increases are related to: Health Insurance (\$169k), Pension (\$67k), and new Stormwater Compliance (\$50k)
 - Assumes NO funding for new capital items (\$187k need) since no Free Cash is available and NO funding for new staffing, compensation adjustments, and expenses identified as a priority to address in FY20 (\$188k need)
 - Possibility of creating new Special Purpose Stabilization Fund and proposing related operating override to specifically cover cost impacts of enrollment shift (\$177k for FY20) but any additional levy capacity created by this override would be used to fund unmet Town capital/operating needs

Additional Budget Impact due to Enrollment Shift



April 2019 Annual Town Meeting Warrant

- Article 1 will seek approval of levy limit budget (\$545k for Town expense increases and \$135k for HWRSD expense increases)
- Article 2 will seek approval of use of \$700k in Free Cash to balance levy limit budget
- Article 3 will seek approval for balance needed to fully fund FY20 HWRSD budget (\$559k at minimum)*

* FY20 HWRSD Budget as adopted by the School Committee will be included in the warrant book

Tax Rate Impact – Levy Limit Budget

FY20 Levy Limit	\$16,240,155
Total Valuation FY18	\$880,932,916
FY20 Projected Tax Rate	\$18.44 per \$1000

This is a projected increase of \$.42/1000, or 2.3%, on the current tax rate of \$18.02, resulting in an estimated tax bill increase of \$241 on a median home valued at \$574,100.

Tax Rate Impact – HWRSD Operating Override

Over Levy Limit	\$559,000
Total Valuation FY18	\$880,932,916
Tax Rate Impact per \$1,000	\$.63

This is a projected increase of an additional \$.63, or 3.5%, on the current tax rate of \$18.02, resulting in an additional estimated tax bill increase of \$362 on a median home valued at \$574,100.

Total Tax Rate Impact

- FY19 Tax Rate \$18.02
- Levy Limit Increase \$.42
- HWRSD Override Increase \$.63
- Total FY20 Tax Increase \$1.05/1000

If the operating override passes, our FY20 tax rate is projected to rise by 5.8% to \$19.07 per \$1000, resulting in an estimated tax bill increase of \$603 on a median home valued at \$574,100.

FY20 BUDGET REQUESTS ABOVE LEVEL SERVICES
Aggregated BOS and FinCom Feedback - 02.19 v2

Request Detail	Department	FY20 Cost Impact	Other Considerations	BOS Priority Ranking	FinCom Priority Ranking	Consensus Ranking
NEW STAFFING						
Part-time (19 hour/week) Facilities support staff position	Building & Grounds	\$24,900	All Town facilities are currently managed by 1 full-time Facilities Manager position. Position would not be benefit eligible.	Medium	Medium	Medium
Increase in full-time Finance Assistant and Payroll Coordinator's position by 6.5 hours/week	Finance	\$4,100	Position is budgeted at 30 hours/week. 36.5 hour/workweek would mirror Town Hall schedule. Two year phase-in, adding 3 hours FY20 (to 33 hrs/wk) and 3.5 additional hrs/wk in FY21. Position is already benefit eligible.	High	High	High
Full-time Police Officer (11th)	Police Department	\$21,000*	Figure is net of \$46,800 decrease in personnel costs related to reserve officers if new full-time officer is added and does not include \$16,000 annual cost (placeholder) to cover the Town's share of premium costs for a family health insurance plan (those costs are included in Employee Benefits line item); New hire would be eligible for 5% annual increase in base pay above and beyond COLA for next 4 FYs.	Medium	Medium	Medium
Part-time (4 hour/week) Emergency Management Coordinator	Police Department	\$6,250	Emergency Management duties are currently split between Fire Chief, Police Chief, and Public Health Nurse. Budget would be not-to-exceed and compensated based on hours actually worked (not a stipend).	Low	Low	Low
Full-time Driver/Operator	Department of Public Works	\$50,500*	Entry-level position would be eligible for 2 separate ~12% wage increases (above and beyond COLA) - the 1st after 6 months and the 2nd after 18 months of employment; Figure does not include \$16,000 annual cost (placeholder) to cover the Town's share of premium costs for a family health insurance plan (those costs are included in Employee Benefits line item.	High	Low - contingent on support to move from loose leaf to bagged leaf pick-up based on projected savings of \$40k/year and cost avoidance of another \$67k in new staff	??
COMPENSATION ADJUSTMENTS						
Stipends for Board of Assessors	Assessors	\$5,400	Seeking \$2,400/year for Chair and \$1,500/year for other 2 elected positions; Wenham BOA used to receive some stipend pre-1995	Low	Low	Low
Increase in hourly rate of Administrative Assistant to Town Clerk	Town Clerk	\$3,828	Position is currently underpaid based on internal and external comp data. Two year phase-in, increasing from \$15.87 to \$21.50/hr in FY20 and then to \$23.68/hour in FY21.	Low/Medium	Medium/High	??
Increase in hourly rate for COA Administrative Assistant and Van Drivers	Council on Aging	\$4,750	Positions are currently underpaid based on increases to minimum wage and external comp data.	High	Medium/High	??
EXPENSE INCREASES						
Addition of IT Back-up Disaster and Recovery Services	Information Technology	\$8,400	Existing systems are not sufficient to ensure uninterrupted access to Town data in the event of an emergency.	Medium/High	High	??
Tree Planting	Tree Warden	\$10,000	To continue commitment to tree planting program. Would cover cost of approx 20 new street trees. \$10k in FY19 tree plantings covered by FY18 RFT.	Medium/High	Low/Medium	??
Part-time (4 hours/week) consultant to support Age- and Dementia-Friendly Community initiative	Council on Aging	\$5,500	With our Community Compact grant expiring in May 2019, this funding would ensure our efforts on this work to date would remain a priority, given limitations of current COA staff. Goal would be to supplement the Town's contribution with new grant funding to increase the hours back to the 8-10/week funded in FY19	Low/Medium	Low/Medium	Low/Medium

**FY20 BUDGET REQUESTS ABOVE LEVEL SERVICES
Aggregated BOS and FinCom Feedback - 02.19 v2**

Request Detail	Department	FY20 Cost Impact	Other Considerations	BOS Priority Ranking	FinCom Priority Ranking	Consensus Ranking
NEW CAPITAL ITEMS						
Backhoe	Department of Public Works	\$40,000	Cost reflects Year 1 payment of proposed 3 year lease-to-own agreement. Total acquisition cost would be \$120k.	Medium/High	Low	??
Highway Road Capital	Department of Public Works	\$50,000	Total FY20 request is \$90k. Total FY19 appropriation for this purpose was \$85k (\$40k in operating budget and \$45k from FY17 Free Cash). Town has committed to increasing this line item by \$45k/year for the past several FY's.	Medium/High	Medium/High	Medium/High - potential to fund it at lesser amount?
Computers for Police Cruisers	Police Department	\$24,000	See CIP detail sheet.	Low/Medium	Low	Low
Protective Gear	Fire Department	\$26,000	Would cover costs of purchasing 11 sets of new gear. 2nd half planned to be replaced in FY21 (another \$25k).	High	High	High
Air Packs (SCBA)	Fire Department	\$15,000	Would cover costs of purchasing 2 new air packs. Other 2 planned to be replaced in FY21 (another \$15k)	High	High	High
Roof Replacement	Council on Aging	\$21,000	See CIP detail sheet.	Medium	Medium/High	??
Carpet Replacement	Council on Aging	\$3,000	See CIP detail sheet.	Low/Medium	Low	??
Total Cost of Consensus High Priorities (not to exceed \$135k)		\$45,100				

BOARD OF SELECTMEN MEETING

February 12, 2019

OLD BUSINESS

L.

Review of Warrant Articles and Discussion of Prioritization

(25 minutes)

- Potential 2019 ATM Warrant Articles, February 8, 2019
- Article 14: General Bylaw Amendment regarding Historic District Commission
 - Memo regarding Historic District Bylaw Amendments from Jackie Bresnahan, Permitting Coordinator and Special Projects Manager, February 7, 2019
 - Proposed Historic District Bylaw Amendments
 - Proposed Historic District Fines Bylaw Amendments
- Article 15: General Bylaw Amendment regarding Non-Criminal Disposition
 - Proposed General Provisions: Adoption of Bylaws
- Articles 17 – 24: Review of Zoning Bylaw Amendments as Recommended by the Planning Board
 - Zoning Bylaw Amendment Amendment Summary
 - Zoning Bylaw Amendment Amendment Definitions
- Article 25: Creation of 1 Associate Planning Board position
 - Email regarding ConCom as 7 Member Commission from Lauren F. Goldberg, June 28, 2017
- Article 26: Reduction in number of Conservation Commission members from 7 to 5
 - Email regarding ConCom Current Appointments from Missy Berry, Conservation and Open Space Coordinator, February 6, 2019
 - ConCom Appointment Summary
- 2018 ATM Debrief

CH

Potential 2019 ATM Warrant Articles
February 8, 2019

* Important to note that this is still a working draft

Art 1: FY20 Budget Appropriation

Art 2: Use of Free Cash to Balance Budget (\$700k)

Art 3: HWSRD Operating Override (\$559+k)

Art 4: Potential Separate HWRSD Override for OPEB and/or SRO (\$90k + \$26k)

Art 5: Potential Creation of New Special Purpose Stabilization Fund for School Enrollment Shift and Related Operating Override (\$177k)

Potential Consent Agenda Articles (6-10 in italics)

Art 6: Acceptance of Cemetery & Other Trust Funds

Art 7: Cemetery Maintenance Fund Transfer

Art 8: Ch 90 Road Work Funding (\$150k)

Art 9: Annual Appropriation of Commonwealth Transportation Infrastructure Fund balance (\$541.90)

Art 10: Transfer of \$35k from FY20 Water Operating Budget to Water Capital Reserve Fund

Art 11: Increase in Veterans Tax Work-off Abatement Amount from \$1000 to \$1500/year

Art 12: Increase in Iron Rail Building Rental Revolving Funds Spending Limit (from \$25k to \$30k/year)

Art 13: CPA Appropriations (X # of projects, plus standard annual minimum transfers)

Art 14: General Bylaw Amendment - Historic District Commission (Chapter XXV)

Art 15: General Bylaw Amendment - Non-Criminal Disposition (Chapter XIX)

Art 16: General Bylaw Amendment - Prohibiting Discharge of Water from Private Property onto Public Ways (Chapter V)

Art 17: Zoning Bylaw Amendment – Definitions (2.2) re. commercial kennels and animal day care or training facilities

Art 18: Zoning Bylaw Amendment – Table of Use Regulations (4.0) re. commercial kennels and animal day care or training facilities

Art 19: Zoning Bylaw Amendment – Definitions (2.2) re. lots and special permits

Art 20: Zoning Bylaw Amendment – Principle Uses (4.2) re. prohibition of use variations

Art 21: Zoning Bylaw Amendment – Parking and Storage of Commercial or Recreational Vehicles (4.3.6.3)

Art 22: Zoning Bylaw Amendment – Site Plan Review Applicability (13.5) re. special permits and stormwater management

Art 23: Zoning Bylaw Amendment – Small and Medium Ground Mounted Solar Photovoltaic Installations

Art 24: Zoning Bylaw Amendment – Signs (7)

Art 25: Creation of 1 Associate Planning Board position

Art 26: Reduction in Number of Conservation Commission Members from 7 to 5

Art 27: Acceptance of Settlers Lane as Public Way

Art 28: Elections



Town of Wenham

Town Hall
138 Main Street
Wenham, MA 01984

BUILDING DEPARTMENT

TEL 978-468-5520 Ext. 4 FAX 978-468-8014

February 7, 2019

To: Board of Selectmen
From: Jackie Bresnahan, Permitting Coordinator & Special Projects Manager
CC: Peter Lombardi, Town Administrator; Brian Leathe, Building Inspector; Historic District Commission/Historical Commission
RE: Historic District Bylaw amendments

MEMO

The Historic District Commission is proposing a single warrant article to the Board of Selectmen for review at Annual Town Meeting 2019. This article would have two objectives. First, it would correct an administrative error in the current General Bylaw that mistakenly combined the Historic District duties and the Historical Commission duties. While both Commissions are served by the same appointed officials, the Historic District Commission only has oversight within the District that was established in 1972, including reviewing exterior construction for historic appropriateness. The Historical Commission only has jurisdiction on historic preservation outside of the District and has completed projects such as the Historic Resources Survey. Please see the attached re-write of the historic preservation related sections of the General Bylaw.

The second objective would add a new section to the Historic District Bylaw that would give the Building Inspector the authority to issue stop work orders and violation fines for work done in the District without a Certificate of Appropriateness or in violation of a Certificate of Appropriateness. A draft of the new section is also attached for your reference. Currently, the Historic District Commission has little enforcement capacity for violations of their bylaw or of their Certificates of Appropriateness. This addition would provide that capacity by giving authority to the Building Inspector. The Building Inspector (now a full-time employee shared with Hamilton) has both the capacity and expertise to exercise this added authority and has already provided advice the Commission on several projects.

ARTICLE **: **General Bylaw Amendment: Historic District Commission/Historical Commission**

To see if the Town will vote to amend the General Bylaw by separating the current Wenham Historical Commission Bylaw into two different bylaws, a Historic District Commission and a Historical Commission, by inserting the bold underlined text and deleting the strikethrough text, all as set forth below:

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CHAPTER XXV. WENHAM HISTORICAL COMMISSION HISTORIC DISTRICT COMMISSION

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SECTION 1

~~This bylaw shall be known and may be cited as the Wenham Historical Commission~~ Historic District Commission ~~Bylaw and is adopted pursuant to Chapter 40C of the General Laws of the Commonwealth of Massachusetts, as amended.~~

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SECTION 2

The purpose of this bylaw is to promote the educational, cultural, economic and general welfare of the public through the preservation and protection of the distinctive characteristics of buildings and places significant in the history of the Town of Wenham or their architecture, and through the maintenance and improvement of settings for such buildings and places and the encouragement of design compatible therewith.

SECTION 2 ~~3~~

There is hereby established under the provisions of Chapter 40C of the General Laws a historic district to be known as the "Wenham Historic District 1972" attached to and made part of this bylaw.

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SECTION 3 ~~4~~

There is hereby established under Chapter 40C of the General Laws the Wenham Historic District Commission with all the powers and duties provided for by statute ~~of a historic district commission~~ ~~under such statute a Wenham Historical Commission / Historic District Commission~~, consisting of seven members to be appointed for terms of three years in accordance with the provisions of such statute; provided, however, that in addition to the organizations which section four of such statute designates, the Wenham Village Improvement Society may submit nominees for membership in the Commission. ~~The initial appointments to membership in the Commission shall be as follows: two members appointed for a term of one year; two members appointed for a term of two years; and three members appointed for a term of three years. Successors shall each be appointed for a term of three years.~~ Vacancies shall be filled by appointment for the unexpired term.

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SECTION 4 ~~5~~

Notwithstanding anything containing in this bylaw to the contrary, the authority of this commission shall not extend to the review of the following categories of buildings or structures or exterior architectural features in the Wenham Historic District.

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- a. Terraces, walks, driveways and similar structures or any one or more of them, provided that any such structure is substantially at grade level.

b. Storm doors and windows, screens, window air conditioners, lighting fixtures, antennas and similar appurtenances, or any one or more of them.

c. The color of paint

d. The color of materials used on roofs

e. The reconstruction of substantially similar in exterior design of a building, structure or exterior architectural feature damaged or destroyed by fire or storm or other disaster, provided such reconstruction is begun within one year thereafter and carried forward with due diligence.

SECTION 5.7

In case any section, paragraph or part of this bylaw be for any reason declared invalid or unconstitutional by any court of competent jurisdiction, every other section, paragraph or part shall continue in full force and effect. (Approved at the Annual Town Meeting 4/5/2014 and accepted by the Attorney General 9/11/2014) Effective 9/16/2014 when posted

CHAPTER XXV, II, WENHAM HISTORICAL COMMISSION

SECTION 1

The purpose of this bylaw is for the preservation, protection and development of the historical or archeological assets of the Town of Wenham.

SECTION 2

The Wenham Historic District Commission, established under Chapter XXV.I(3) shall act also as the Wenham Historical Commission under Chapter 40 section 8D of the General Laws and shall have all the powers and duties provided to historical commissions by said statute.

SECTION 3

The Historical Commission shall make such recommendations as it shall deem appropriate to the Board of Selectmen on matters relating to the preservation, protection and development of historic areas, buildings, structures and sites. In addition, to further its objectives, the commission may hold hearings, and do and perform any and all acts that may be necessary or desirable to carry out the purposes of G.L. c.40, §8D. Further, it may acquire in the name of the city or town by gift, purchase, grant, bequest, devise, and lease or otherwise the fee or lesser interest in real or personal property of significant historical value and may manage the same.

SECTION 4

In case any section, paragraph or part of this bylaw be for any reason declared invalid or unconstitutional by any court of competent jurisdiction, every other section, paragraph or part shall continue in full force and effect.

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The commission established hereunder shall have the powers and duties of an historical commission as provided in chapter 40 section eight D of the General Laws of the Commonwealth of Massachusetts and the commission shall be entitled The Wenham Historical Commission / Historic District Commission. ¶

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This bylaw shall be known and may be cited as the Wenham Historic District Commission Bylaw and is adopted pursuant to Chapter 40 section 8D of the General Laws of the Commonwealth of Massachusetts, as amended.

SECTION 2

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, through conducting researches for places of historic or archeological value, shall cooperate with the state archeologist in conducting such researches or other surveys, and shall seek to coordinate the activities of unofficial bodies organized for similar purposes, and may advertise, prepare, print and distribute books, maps, charts, plans and pamphlets which it deems necessary for its work.

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member, the place of the principal member shall be taken by an alternate member designated by the chairman. When a commission is first established, the terms of the members and alternate members shall be for one, two or three years, and so arranged that the terms of approximately one third of the members and alternate members will expire each year, and their successors shall be appointed for terms of three years each. Any member or alternate member of a commission so appointed may, after a public hearing if requested, be removed for cause by the appointing authority. A vacancy occurring otherwise than by expiration of a term shall in a city or town be filled for the unexpired term in the same manner as an original appointment.

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Under Chapter 40 section 8D the Wenham Historical Commission, for the purpose of protecting and preserving such places, may make such recommendations as it deems necessary to the city council or the selectmen and, subject to the approval of the city council or the selectmen, to the Massachusetts historical commission, that any such place be certified as an historical or archeological landmark. It shall report to the state archeologist the existence of any archeological, paleontological or historical site or object discovered in accordance with section twenty-seven C of chapter nine, and shall apply for permits necessary pursuant to said section twenty-seven C. Any information received by a local historical commission with respect to the location of sites and specimens, as defined in section twenty-six B of chapter nine, shall not be a public record. The commission may hold hearings, may enter into contracts with individuals, organizations and institutions for services furthering the objectives of the commission's program; may enter into contracts with local or regional associations for cooperative endeavors furthering the commission's program; may accept gifts, contributions and bequests of funds from individuals, foundations and from federal, state or other governmental bodies for the purpose of furthering the commission's program; may make and sign any agreements and may do and perform any and all acts which may be necessary or desirable to carry out the purposes of this section. It shall keep accurate records of its meetings and actions and shall file an annual report which shall be printed in the case of towns in the annual town report. The commission may appoint such clerks and other employees as it may from time to time require.

SECTION 6

The commission established hereunder shall have the powers and duties of an historic district commission as provided in chapter 40C of the General Laws of the Commonwealth of Massachusetts and the commission shall be entitled The Wenham Historical Commission / Historic District Commission.

SECTION 7

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Historic District Commission - fines

Section **

As provided for in M.G.L Chapter 40 C Section 6, Historic Districts can issue certificates of appropriateness, certificates of non-applicability, or a certificate of hardship. Residents, contractors, or others who proceed with work in the District and under the jurisdiction of this Bylaw without a certificate issued by the Commission will be subject to the following protocol:

- a. Issuance of a "Stop Work Order" by the Building Inspector in writing that serves as a warning to the property in violation;
- b. A filing with the Commission within 10 days of Stop Work Order, as well as filing with any other Town board, committee, or department who has jurisdiction over the proposed work.
- c. Completion the Historic District approval office and proceed with work as approved.

If a property owner does not comply with the above proceed and continues working and/or does not file within the 10 day period. Fines can be issued by the Building Inspector at the following rate:

- a. 1st Offense Warning
- b. 2nd Offense \$ 25
- c. 3rd Offense \$ 50
- d. 4th Offense and each subsequent offense \$100

Residents, contractors, or others who proceed with work in the District which is in violation of certificate issued by the Commission will be subject to the following protocol:

- a. Issuance of a "Stop Work Order" by the Building Inspector in writing that serves as a warning to the property in violation;
- b. A 10 day correction period commences from the date of the "Stop Work Order."
- c. Follow up inspections by the Building Inspector to ensure work has stopped and corrective actions are being taken;
- d. If work continues in violation after 10 day period ends fines can be issued by the Building Inspector at the following rate:
 - a. 1st Offense Warning
 - b. 2nd Offense \$ 25
 - c. 3rd Offense \$ 50
 - d. 4th Offense and each subsequent offense \$100

At any time, an offense constitutes each day of violations. Property owners can at any time during either process request a meeting with the Commission to discuss project, but if work continues between the issuance of the "Stop Work Order" and the meeting, fines can still be issued.

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General Bylaw
Amendment:

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To see if the Town will vote to amend the General Bylaw by separating the current Wenham Historical Commission Bylaw into two different bylaws, a Historic District Commission and a Historical Commission,, as well as fixing the language that joint the two commissions by inserting the bold underlined text and deleting the strikethrough text, all as set forth below:

CHAPTER XXV.I a WENHAM ~~HISTORICAL COMMISSION~~ HISTORIC DISTRICT COMMISSION

SECTION 1

~~This bylaw shall be known and may be cited as the Wenham Historical Commission Historic District Commission Bylaw and is adopted pursuant to Chapter 40C of the General Laws of the Commonwealth of Massachusetts, as amended.~~

SECTION 2

The purpose of this bylaw is to promote the educational, cultural, economic and general welfare of the public through the preservation and protection of the distinctive characteristics of buildings and places significant in the history of the Town of Wenham or their architecture, and through the maintenance and improvement of settings for such buildings and places and the encouragement of design compatible therewith.

SECTION 2 3

There is hereby established under the provisions of Chapter 40C of the General Laws a historic district to be known as the "Wenham Historic District 1972" attached to and made part of this bylaw.

SECTION 3 4

There is hereby established under Chapter 40C of the General Laws, **the Wenham Historic District Commission** with all the powers and duties **provided for by statute** ~~of a historic district commission~~

the Wenham Village Improvement Society may submit nominees for membership in the Commission. ~~The initial appointments to membership in the Commission shall be as follows: two members appointed for a term of one year; two members appointed for a term of two years; and three members appointed for a term of three years. Successors shall each be appointed for a term of three years.~~ Vacancies shall be filled by appointment for the unexpired term.

SECTION 4 5

Notwithstanding anything containing in this bylaw to the contrary, the authority of this commission shall not extend to the review of the following categories of buildings or structures or exterior architectural features in the Wenham Historic District.

a. Terraces, walks, driveways and similar structures or any one or more of them, provided that any such structure is substantially at grade level.

b. Storm doors and windows, screens, window air conditioners, lighting fixtures, antennas and similar appurtenances, or any one or more of them.

c. The color of paint

d. The color of materials used on roofs

e. The reconstruction of substantially similar in exterior design of a building, structure or exterior architectural feature damaged or destroyed by fire or storm or other disaster, provided such reconstruction is begun within one year thereafter and carried forward with due diligence.

SECTION 6

The commission established hereunder shall have the powers and duties of an historical commission as provided in chapter 40 section eight D of the General Laws of the Commonwealth of Massachusetts ~~and the commission shall be entitled The Wenham Historical Commission / Historic District Commission.~~

SECTION 5 7

In case any section, paragraph or part of this bylaw be for any reason declared invalid or unconstitutional by any court of competent jurisdiction, every other section, paragraph or part shall continue in full force and effect. (Approved at the Annual Town Meeting 4/5/2014 and accepted by the Attorney General 9/11/2014) Effective 9/16/2014 when posted

CHAPTER XXV b.II WENHAM HISTORICAL COMMISSION

SECTION 1

This bylaw shall be known and may be cited as the Wenham Historic District Commission Bylaw and is adopted pursuant to Chapter 40 section 8D of the General Laws of the Commonwealth of Massachusetts, as amended.

SECTION 2

surveys, and shall seek to coordinate the activities of unofficial bodies organized for similar purposes, and may advertise, prepare, print and distribute books, maps, charts, plans and pamphlets which it deems necessary for its work.

SECTION 23

The Wenham Historic District Commission, established under Chapter XXV.1(3) shall act also as There is hereby establishethe Wenham Historical Commissiond under Chapter 40 section 8D of the General Laws and shall have all the powers and duties provided to historical commissions by said statute, with all the powers and duties of a historical commission under such statute a Wenham Historical, consisting of no less than three nor more than seven members appointed by the selectmen, excepting towns having a town manager form of government, in which towns appointments shall be made by the town manager, subject to the approval of the selectmen.. Alternate members may be appointed in like manner as provided for in this section not exceeding in number the principal members. In the case of the absence or inability to act on the part of a principal member, the place of the principal member shall be taken by an alternate member designated by the chairman. When a commission is first established, the terms of the members and alternate members shall be for one, two or three years, and so arranged that the terms of approximately one third of the members and alternate members will expire each year, and their successors shall be appointed for terms of three years each. Any member or alternate member of a commission so appointed may, after a public hearing if requested, be removed for cause by the appointing authority. A vacancy occurring otherwise than by expiration of a term shall in a city or town be filled for the unexpired term in the same manner as an original appointment.

SECTION 53

The Historic Commission shall make such recommendations as it shall deem appropriate to the Board of Selectmen on matters relating to the preservation, protection and development of historic areas, buildings, structures and sites. In addition, to further its objectives, the commission may hold hearings, and do and perform any and all acts that may be necessary or desirable to carry out the purposes of G.L. c.40, §8D. Further, it may acquire in the name of the city or town by gift, purchase, grant, bequest, devise, and lease or otherwise the fee or lesser interest in real or personal property of significant historical value and may manage the same.

SECTION 4

In case any section, paragraph or part of this bylaw be for any reason declared invalid or unconstitutional by any court of competent jurisdiction, every other section, paragraph or part shall continue in full force and effect.

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Under Chapter 40 section 8D the Wenham Historical Commission, for the purpose of protecting and preserving such places, may make such recommendations as it deems necessary to the city council or the selectmen and, subject to the approval of the city council or the selectmen, to the Massachusetts historical commission, that any such place be certified as an historical or archeological landmark. It shall report to the state archeologist the existence of any archeological, paleontological or historical site or object discovered in accordance with section twenty-seven C of chapter nine, and shall apply for permits necessary pursuant to said section twenty-seven C. Any information received by a local historical commission with respect to the location of sites and specimens, as defined in section twenty-six B of chapter nine, shall not be a public record. The commission may hold hearings, may enter into contracts with individuals, organizations and institutions for services furthering the objectives of the commission's program; may enter into contracts with local or regional associations for cooperative endeavors furthering the commission's program; may accept gifts, contributions and bequests of funds from individuals, foundations and from federal, state or other governmental bodies for the purpose of furthering the commission's program; may make and sign any agreements and may do and perform any and all acts which may be necessary or desirable to carry out the purposes of this section. It shall keep accurate records of its meetings and actions and shall file an annual report which shall be printed in the case of towns in the annual town report. The commission may appoint such clerks and other employees as it may from time to time require.

SECTION 6

The commission established hereunder shall have the powers and duties of an historic district commission as provided in chapter 40C of the General Laws of the Commonwealth of Massachusetts and the commission shall be entitled The Wenham Historical Commission / Historic District Commission.

unconstitutional by any court of competent jurisdiction, every other section, paragraph or part shall continue in full force and effect.

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Chapter 1
GENERAL PROVISIONS

ARTICLE I
Adoption of Bylaws

~~[HISTORY: Adopted by the Town Meeting of the Town of Wenham as indicated in article histories. Amendments noted where applicable.]~~

ARTICLE I

Adoption of Bylaws

§1-1 Adoption and Amendment of Bylaws

~~[Following approval of the General Bylaws (Division 1 of this Code), information on the date of adoption by Town Meeting and approval by the Attorney General will be included here. Bylaws may be adopted and amended by Town Meeting in accordance with law.]~~

Comment [A1]: This language is unnecessary and may be deleted.

§1-2 Enforcement

A. General.

1. These bylaws may be enforced by any means available in law or in equity, including but not limited to enforcement by criminal indictment or on complaint before the district court pursuant to MGL c. 40, § 21 or by non-criminal disposition pursuant to G.L. MGL c. 40, § 21D. If enforced by criminal indictment or on complaint before the district court, a fine of up to \$300 may be imposed for each violation.
2. The election of one remedy shall not preclude enforcement through any other lawful means. Each day that a violation exists shall constitute a separate offense.

B. Enforcement through Non-criminal Disposition.

1. Any general or zoning by-law of the Town of Wenham, or rule or regulation of its officers, boards or departments adopted at a public meeting for which notice is posted on the Town website for a period of not less than one week prior to such public meeting, may in the discretion of the Town official who is the appropriate enforcing person, be enforced through non-criminal disposition as provided in MGL c.40, § 21D. The specific penalty for purposes of non-criminal disposition for each such violation, if not otherwise specified in the bylaw rule or regulation, shall be as follows, with each day a violation exists constituting a separate violation for purposes of this by-law:

First violation – warning

Second violation - \$50.00

Third violation - \$100.00

Fourth and subsequent violations - \$300.00

2. The term "enforcing person" as used in this by-law shall mean: any Town of Wenham Police Officer with respect to any offense; as well as the Fire Chief, Town Administrator, Inspector of Buildings, Building Commissioner/Zoning Enforcement Officer, Conservation Commission or its agent, Board of Health or its agent, Sealer of Weights and Measures, Code Enforcement Officer, and their designees, and such other officials as the Board of Selectmen may from time to time designate, each with respect to violation of by-laws, rules and regulations within their respective jurisdictions. If more than one official has jurisdiction in a given case, any such official may be an enforcing person with respect thereto.

ATM 2019 Zoning Bylaw Articles

Summary Only Version (see long version for text of changes and summary)

- **Zoning Bylaw Amendment: Amend Section 2.2 Definitions (“Commercial Kennel” & “Animal Day Care or Training Facility”)**

We currently prohibit commercial kennels in either district but we have no definition of kennels. The Town Clerk does issue licenses for kennels under our General Bylaw. We wanted to define a kennel in order to be able to distinguish between dog day care or training facilities and commercial kennels that board dogs overnight for compensation. The Planning Board has suggested that we revise the table of use to allow day care and training by special permit from the ZBA. Please see attached email from Town Counsel recommending an addition to the General Bylaws.

- **Zoning Bylaw Amendment: Amend Section 4.0 Table of Use Regulations**

See the new Definitions of Commercial Kennel and Animal Day Care and Training. If the definitions of “Commercial Kennel” and “Animal Day Care or Training Facility”

- **Zoning Bylaw Amendment: Section 2.2 Definitions (“lot” and “Special Permit”)**

By defining a lot as being buildable we have the dilemma of plans that label parcels as lots without us determining that they are buildable. Even though a lot meets the requirements for area width and frontage, it could still be unbuildable due to soil conditions or topography or conservation issues.

- **Zoning Bylaw Amendment: Amend Section 4.2 Principle Uses**

We included this new language so that it is clear under uses that the ZBA does not issue Use Variances. It says this in Section 13.2.2.4 but it is buried pretty deep and we want to bring it into the open more so people see it in 2 sections as it is a commonly asked about/misunderstood concept.

- **Zoning Bylaw Amendment: Amend Section 4.3.6.3 Parking and storage of commercial or recreational vehicles**

This became an issue when the ZBA was asked to grant a special permit under this section and as it reads currently they felt like they could not issue a permit for someone to store more than one commercial vehicle that was less than 25,000 GVW. We want to change it allow a special permit if appropriate for more than one vehicle under 25,000 GVW. No storage of commercial vehicles over 25,000 GVW which is the size of a garbage truck or dump truck.

- **Zoning Bylaw Amendment: Site Plan Review Applicability**

We are making this change to make it clear that when there is any use from a single family residential to another use that site plan review is necessary. Site Plan Review is the purview of the Planning Board. If a residence is turned into any use that is allowed by Special Permit from either the ZBA or Planning Board it would need site plan review in addition to the special permit.

We also added reference to the revised Stormwater Management requirement that we are currently developing with Weston and Sampson. We have been working with Weston and Sampson and Town Counsel to determine the best way to address the requirements of the MS4 Permit. This can be addressed this year by updating the Planning Board Rules and Regulations to reflect the requirements for Stormwater Management. This article will amend the Zoning Bylaw to require adherence to the Planning Board Rules and Regulations.

- **Zoning Bylaw Amendment: Small and Medium Ground Mounted Solar Photovoltaic Installations**

We currently have only a Bylaw that regulates large scale ground mounted solar and with new technology, the smaller ground mounted systems are more popular. We want to be prepared in the event that a resident wants to install one of these units. Our proposed bylaw does not require site plan approval for small scale but it does have requirements that need to be met before a building permit would be issued. We have additional setback requirements that we will be reviewing with Town Counsel to determine legality. Currently in Wenham most applications for solar is for roof mounted solar which only requires a building permit and must adhere to building codes. We have defined small scale and medium scale based on state recommendations found in the Executive Office of Energy and Environmental Affairs Model Zoning for the Regulation of Solar Energy Systems. <https://www.mass.gov/files/documents/2017/10/16/model-solar-zoning.pdf> Because Wenham is a Green Community, we must adhere to the criterion established by the State. Criterion 1 is met by a municipality passing zoning in designated locations for the as-of-right siting of renewable or alternative energy generating facilities, research and development facilities, or manufacturing facilities. And Criterion 2 requires expedited permitting within one year. Wenham passed the Large-Scale Solar bylaw which identifies parcels larger than 20 acres as sites for as-of-right siting locations for large scale ground mounted solar and guarantees permitting in less than one year. Even though it is as-of-right, we are still able to require site plan approval. But we do not want to discourage solar installations in any capacity as that is not allowed by the State. We are proposing adding requirements for small-scale ground mounted solar and site plan approval for medium-scale. We will maintain the current large-scale bylaw as it is. This draft bylaw has been pulled from several different communities in MA that are also Green Communities. We will have it reviewed by Town Counsel.

- **Zoning Bylaw Amendment: Signs**

The current sign bylaw lacks clarity on the placement of signs between sidewalks and streets and from the distance of a sign to the street. This change would amend that and would provide the Board of Selectmen with the capacity to establish a sign policy regarding a potential community sign location or other jurisdiction over signs on municipal property.

ARTICLE **:
Definitions

Zoning Bylaw Amendment: Amend Section 2.2

- To see if the Town will vote to Amend the Wenham Zoning By-law by adding the following definitions under section 2.2:

Commercial Kennel: an establishment used for boarding or overnight stays of animals that are not the property of the owner of the establishment, at which such services are rendered in exchange for consideration and in the absence of the owner of any such animal.

Animal Day Care or Training Facility: An establishment used for holding (not to include overnight stays), day care, grooming, or training of animals that are not the property of the owner of the establishment, at which such services are rendered in exchange for consideration and in the absence of the owner of any such animal.

Or take any other action relative thereto.

Request of the Planning Board that the BOS place this article on the Warrant: 4-0
Recommendation of the Planning Board: 4-0

**ARTICLE **: Zoning Bylaw Amendment: Amend Section 4.0
Table of Use Regulations**

- To see if the Town will vote to amend the Wenham Zoning Bylaw Section 4.0 Table of Use Regulations by removing the use Kennel under Commercial and replace with the following:

CATEGORY	USE	DISTRICT		DESCRIPTION
		RES	BUS	
COMMERCIAL				
	Commercial Kennel	N	N	
	Animal Day Care or Training Facility	BA	BA	

Request of the Planning Board that the BOS place this article on the Warrant: 4-0
Recommendation of the Planning Board: 4-0

ARTICLE XX: Zoning Bylaw Amendment: Section 2.2
Definitions

- To see if the Town will vote to amend the Wenham Zoning By-law by amending the following definitions under section 2.2:

Lot – An area of land in common ownership meeting minimum requirements for area, width, and frontage in the district in which it lies. ~~A lot is buildable.~~

Special Permit – Modify to include Special Permit Granting Authority (SPGA)

Special Permit: A permit granted by the ~~Board of Appeals~~ **Special Permit Granting Authority** for structure or use identified in the Table of Use Regulations as permitted with approval of the ~~Board of Appeals~~ **Special Permit Granting Authority.**

Or take any other action relative thereto.

Request of the Planning Board that the BOS place this article on the Warrant: 4-0

Recommendation of the Planning Board: 4-0

ATM 2019 Zoning Bylaw Articles

Bold indicates new text, while strikethroughs indicate deletions.

ARTICLE **: Amend Section 4.2 Principle Uses

- To see if the Town will vote to amend the Wenham Zoning By-law by adding a new Section 4.2.6, Use Variances as follows:
“4.2.6 – Use Variances
 “Use variances shall not be granted.””

Or take any action relative thereto.

Request of the Planning Board that the BOS place this article on the Warrant: 4-0
Recommendation of the Planning Board: 4-0

**ARTICLE **: Zoning Bylaw Amendment: Amend Section 4.3.6.3
Parking and storage of commercial or recreational vehicles**

- To see if the Town will vote to Amend the Wenham Zoning By-law Section 4.3.6.3 as follows, with additions in bold and deletions in strikethrough:

“4.3.6.3. Parking or Storage of commercial vehicles or recreational vehicles in the residential district

Parking of one (1) commercial or recreational vehicle of not more than 25,000 GVW is permitted in conformance with Section 4.3.6.2.

The storage of **up to** two additional commercial vehicles ~~with~~ **of not** more than 25,000 GVW **each** may be authorized by special permit **from the ZBA**, provided such vehicles are not visible from any public way. Nothing herein shall be construed to prohibit the parking or storage of farm vehicles.”

Or take any other action relative thereto.

Request of the Planning Board that the BOS place this article on the Warrant: 4-0

Recommendation of the Planning Board: 4-0

ARTICLE **: Zoning Bylaw Amendment: Site Plan Review Applicability

- To see if the Town will vote to Amend the Wenham Zoning By-law Section 13 as follows:

“13.5.1 – Site Plan Review Applicability

1) Construction, exterior alteration or exterior expansion of, or change of use within, a municipal, institutional, commercial, industrial, or residential structure with two or more dwelling units; and

2) any change of use of from residential, including single family, to municipal, institutional, commercial, industrial use, ~~or residences with two or more dwellings; and,~~” (and renumber the current 2 and 3 to sections 3 and 4)

3) Construction or expansion of a parking lot for a municipal, institutional, commercial, industrial, or residential structure with two or more dwelling units.

4) For the following Institutional and Exempt Uses set forth in the Table of Use Regulations: Educational, Religious, and Child Care Facility, see Section 13.7, Site Plan Review for Institutional and Exempt Uses (collectively, “Dover Amendment Uses”), subject to the limitations on the scope of review as set forth hereunder.

“13.5.5 - Contents of Plan

13.5.5.1 - Five (5) separate plans prepared at a scale of one (1) inch equals twenty (20) feet or such other scale as may be approved by the Board. The plans are as follows:

1) Site layout, which shall contain the boundaries of the lot(s) in the proposed development, proposed structures, drives, parking, fences, walls, walks, outdoor lighting, loading facilities, and areas for snow storage after plowing. The first sheet in this plan shall be a locus plan, at a scale of one (1) inch equals one hundred (100) feet, showing the entire project and its relation to existing areas, buildings and roads for a distance of one thousand (1,000) feet from the project boundaries or such other distance as may be approved or required by the Board.

2) Topography and drainage plan, which shall contain the existing and proposed final topography at twofoot intervals and plans for handling storm water drainage.

3) Utility and landscaping plan, which shall include all facilities for refuse and sewerage disposal or storage of all wastes, the location of all hydrants, fire alarm and firefighting facilities on and adjacent to the site, all proposed recreational facilities and open space areas, and all wetlands including floodplain areas.

4) Architectural plan, which shall include the ground floor plan and architectural elevations of all proposed buildings and a color rendering.

5) Landscaping plan, showing the limits of work, existing tree lines, and all proposed landscape features and improvements including screening, planting areas with size and type of stock for each shrub or tree, and including proposed erosion control measures.

6) Dover Amendment Uses shall be required to provide only information that is relevant to the limited scope of site review of the use as provided for under G.L. c.40A, s. 3.

13.5.5.2 The site plan shall be accompanied by:

1) A written statement indicating the estimated time required to complete the proposed project and any and all phases thereof. There shall be submitted a written estimate, showing in detail the costs of all site improvements planned.

2) A written summary of the contemplated projects indicating, where appropriate, the number of dwelling units to be built and the acreage in residential use, the evidence of compliance with parking and off-street loading requirements, the forms of ownership contemplated for the property and a summary of the provisions of any ownership or maintenance thereof, identification of all land that will become common or public land, and any other evidence necessary to indicate compliance with this Bylaw.

3) Drainage calculations by a registered professional engineer. Storm drainage design must conform to the Town's Subdivision Rules and Regulations and **to the Planning Board's Rules and Regulations**

4) If the Board requires, narrative assessments of the on-site and off-site impacts of the proposed use and structures.

5) Certification that the proposal is fully compliant with the provisions, if applicable, of the Americans with Disabilities Act and the Massachusetts Architectural Barriers Board.

6) Dover Amendment Uses shall be required to provide only information that is relevant to the limited scope of site review of the use as provided for under G.L. c.40A, s. 3.

Or take any other action relative thereto.

Request of the Planning Board that the BOS place this article on the Warrant: 4-0

Recommendation of the Planning Board: 4-0

ARTICLE **: Zoning Bylaw Amendment: Small and Medium Ground Mounted Solar Photovoltaic Installations

- To see if the Town will vote to amend the Wenham Zoning Bylaw by adding new Section 10.3 for Small and Medium Scale Ground Mounted Solar Photovoltaic Installations:

10.3 Small and Medium Scale ground-mounted solar photovoltaic installations.

10.3.1 - Definitions -

Small Scale Ground Mounted Solar Photovoltaic Installation: An Active Solar Energy System that occupies 1,750 square feet of surface area or less (equivalent to a rated nameplate capacity of about 10 kW DC or less).

Comments: This is about the square footage of an in ground swimming pool and accompanying apron.

Medium Scale Ground Mounted Solar Photovoltaic Installation: An Active Solar Energy System that occupies more than 1,750 but less than 40,000 square feet of surface area (equivalent to a rated nameplate capacity of about 10 - 250 kW DC).

Comments: Once an installation gets over 250 kW DC it requires review under the Large Scale Ground Mounted Bylaw Section 10.2

Purpose. The purpose of this section is to encourage the responsible development of small and medium scale ground-mounted solar energy systems. Small-scale and medium scale ground-mounted solar energy systems shall be considered accessory structures to both residential and nonresidential uses.

Applicability. This section applies to small-scale and medium scale ground-mounted solar energy systems, including associated equipment. Small-scale ground-mounted solar energy systems are permitted by right as accessory uses. Medium Scale ground mounted solar energy systems shall require site plan approval from the Planning Board.

Solar photovoltaic Installations shall not be included in calculations for lot coverage or impervious cover as defined in section 5.1 Table of Dimensional regulations unless the area below the installation is to be paved or otherwise rendered impervious.

All solar photovoltaic installations must apply for and be granted a building permit before construction.

10.3.2 - Small Scale Ground Mounted Solar Energy Systems General requirements:

Small-scale ground-mounted solar energy systems shall be permitted anywhere in a side or rear yard of any lot if they:

- Have rear yard setbacks of at least 30 feet;
- Have side yard setbacks of at least 30 feet;
- Have front yard setbacks of at least 40 feet

- Are not located between a building and any street; and
- Are no taller than 10 feet in height.

Small-scale ground-mounted solar photovoltaic installations shall be located so that the entirety of any system and associated equipment falls within the setback requirements.

All small-scale ground-mounted solar energy systems must comply with all applicable local, state, and federal requirements, including but not limited to all applicable safety, construction, electrical, and communications requirements.

10.3.2.1 - Design and performance standards:

Outdoor lighting for the purpose of illuminating small-scale ground-mounted solar energy systems is not permitted. The solar energy system, including all accessories and appurtenant structures, shall be designed to minimize visual impacts, including preserving natural vegetation to the maximum extent possible, blending in equipment with the surroundings and adding vegetative buffers to provide an effective visual barrier from adjacent roads and screen abutting residential properties, regardless of development status. Siting shall be such that the view of the solar energy system from locations off-site shall be minimal.

Reasonable efforts shall be made to design small scale solar energy systems to prevent reflected solar radiation or glare from becoming a public nuisance or hazard to adjacent buildings, roadways, or properties. Such efforts may include, but not be limited to, deliberate placement and arrangement, anti-reflective materials, solar glare modeling, and screening in addition to required landscaping.

Utility connections. Reasonable efforts shall be made to place all utility connections from small scale, ground-mounted solar energy systems underground, depending on appropriate soil conditions, shape, and topography of the site, as well as any requirements of the utility provider. Electrical transformers for utility interconnections may be aboveground if required by the utility provider.

Noise. Noise generated by small-scale ground-mounted solar energy systems and associated equipment and machinery shall conform at a minimum to applicable state and local noise regulations, including the DEP's Division of Air Quality noise regulations, 310 CMR 7.10.

10.3.3 - Medium Scale Ground Mounted Solar Photovoltaic Installations General Requirements:

Medium-scale ground-mounted solar energy systems shall be permitted anywhere in a side or rear yard of any lot if they:

- Have rear yard setbacks of at least 100 feet;
- Have side yard setbacks of at least 100 feet;
- Have front yard setbacks of at least 100 feet
- Are not located between a building and any street; and
- Are no taller than 15 feet in height.

Medium-scale ground-mounted solar photovoltaic installations shall be located so that the entirety of any system and associated equipment falls within the setback requirements.

All medium-scale ground-mounted solar energy systems must comply with all applicable local, state, and federal requirements, including but not limited to all applicable safety, construction, electrical, and communications requirements.

10.3.3.1 - Design and performance standards:

Outdoor lighting for the purpose of illuminating medium-scale ground-mounted solar energy systems is not permitted. The solar energy system, including all accessories and appurtenant structures, shall be designed to minimize visual impacts, including preserving natural vegetation to the maximum extent possible, blending in equipment with the surroundings and adding vegetative buffers to provide an effective visual barrier from adjacent roads and screen abutting residential properties, regardless of development status. Siting shall be such that the view of the solar energy system from locations off-site shall be minimal.

Reasonable efforts shall be made to design solar energy systems to prevent reflected solar radiation or glare from becoming a public nuisance or hazard to adjacent buildings, roadways, or properties. Such efforts may include, but not be limited to, deliberate placement and arrangement, anti-reflective materials, solar glare modeling, and screening in addition to required landscaping.

Utility connections. Reasonable efforts shall be made to place all utility connections from medium scale, ground-mounted solar energy systems underground, depending on appropriate soil conditions, shape, and topography of the site, as well as any requirements of the utility provider. Electrical transformers for utility interconnections may be aboveground if required by the utility provider.

Utility Notification - No grid-intertie medium scale photovoltaic system shall be installed until evidence has been given to the Planning Board that the owner has submitted notification to the utility company of the customer's intent to install an interconnected customer-owned generator. Off-grid systems are exempt from this requirement.

Safety - The medium-scale ground-mounted solar energy system owner or operator shall provide a copy of the Site Plan Review application to the local fire chief. All means of shutting down the solar installation shall be clearly marked.

Visual Impact – Reasonable efforts, as determined by the Planning Board, shall be made to minimize visual impacts by preserving natural vegetation, screening abutting properties, or other appropriate measures.

Land Clearing, Soil Erosion and Habitat Impacts - Clearing of natural vegetation shall be limited to what is necessary for the construction, operation and maintenance of ground-mounted solar energy systems or as otherwise prescribed by applicable laws, regulations, and bylaws/ordinances.

Noise. Noise generated by medium-scale ground-mounted solar energy systems and associated equipment and machinery shall conform at a minimum to applicable state and local noise regulations, including the DEP's Division of Air Quality noise regulations, 310 CMR 7.10.

10.3.4 - Site Plan Review provisions for medium-scale ground-mounted solar energy systems:

Medium-scale ground-mounted solar energy systems proposed shall undergo Site Plan Review in accordance with Section 13.5 prior to construction, installation or modification as provided in this section.

Site Plan Document Requirements:

Pursuant to the Site Plan Review process, the project proponent shall provide the following documents, as deemed applicable by the Planning Board:

A site plan showing:

- (a) Property lines and physical features, including roads, for the project site;
- (b) Proposed changes to the landscape of the site, grading, vegetation clearing and planting, exterior lighting, screening vegetation or structures;
- (c) Blueprints or drawings of the solar energy system showing the proposed layout of the system, any potential shading from nearby structures, the distance between the proposed solar collector and all property lines and existing on-site buildings and structures, and the tallest finished height of the solar collector;
- (d) Documentation of the major system components to be used, including the panels, mounting system, and inverter;
- (e) Name, address, and contact information for proposed system installer;
- (f) Name, address, phone number and signature of the project proponent, as well as all co-proponents or property owners, if any;
- (g) The name, contact information and signature of any agents representing the project proponent; and
- (h) Zoning district designation for the lot(s) of land comprising the project site.
- (i) Locations of active farmland and prime farmland soils, wetlands, permanently protected open space, Priority Habitat Areas and BioMap 2 Critical Natural Landscape Core Habitat mapped by the Natural Heritage & Endangered Species Program (NHESP) and "Important Wildlife Habitat" mapped by the DEP.
- (j) Locations of floodplains or inundation areas for moderate or high hazard dams;
- (k) Locations of local or National Historic Districts;

Abandonment or Decommissioning

Any medium-scale ground-mounted solar photovoltaic installation which has reached the end of its useful life or has been abandoned shall be removed. The owner or operator shall physically remove the installation no more than 150 days after the date of discontinued operations or abandonment. The owner or operator shall notify the Planning Board by certified mail of the proposed date of discontinued operations and plans for removal. Decommissioning shall consist of:

- 1) Physical removal of all medium-scale ground-mounted solar photovoltaic installations, structures, equipment, security barriers, and transmission lines from the site.

- 2) Disposal of all solid and hazardous waste in accordance with local, state, and federal waste disposal regulations.
- 3) Stabilization or re-vegetation of the site as necessary to minimize erosion. The Planning Board may allow the owner or operator to leave landscaping or designated below-grade foundations in order to minimize erosion and disruption to vegetation.

Removal by Town

If the owner or operator of the medium-scale ground-mounted solar photovoltaic installation fails to remove the installation in accordance with the requirements of this Section within 150 days of abandonment or the proposed date of decommissioning, the Town may enter the property and physically remove the installation.

Performance Guarantee

The Planning Board may require an applicant for a medium scale ground-mounted solar photovoltaic installation to provide a performance guarantee, in the form of an escrow account, bond or tripartite agreement, to cover the cost of removal in the event the town must remove the installation and repair any damage done to the subject property, in an amount and form determined to be reasonable by the Board. Such performance guarantee shall not be required for municipal or state owned facilities.

Accessory Roof-Mounted Solar Photovoltaic Installations

Nothing in this Section shall be construed to prevent the installation, pursuant to G.L. c. 40A, s. 3, of accessory roof-mounted solar photovoltaic installations in any district.

Or take any other action relative thereto.

Request of the Planning Board that the BOS place this article on the Warrant: 4-0

Recommendation of the Planning Board: 4-0

ARTICLE **: Zoning Bylaw Amendment: Signs –

- To see if the Town will vote to amend the Wenham Zoning Bylaws by replacing Section 7.0 (Signs) in its entirety with the following:

Signs

Purpose.

The purpose and intent of this bylaw shall be to regulate, restrict and place limitations on the size, location, type and illumination of signs, as specified herein, to ensure that they are appropriate to the land, building or use to which they are located, be protective of property values and the public safety and not unnecessarily detract from the historic qualities and characteristics of the Town of Wenham.

Residential District.

Signs are prohibited in the Residential District, except as described below. All allowable signs are subject to the general standards set forth in § 255-7.4. Any signs found to be in violation of this section are subject to removal by the Town.

A. Allowable temporary signs.

- (1) Real estate signs. On any lot there shall be no more than one temporary sign not exceeding seven square feet in area, pertaining to lease or sale of the lot or building on which such sign is placed. The sign shall be permitted for a period not to exceed seven days after such sale or lease execution.
- (2) Contractor signs. One temporary sign not exceeding seven square feet in area advertising contracted services being provided on site shall be permitted for a period not to exceed seven days after such completion of work.
- (3) Non-commercial signs.
 - (a) On any lot, any non-commercial temporary sign (other than a special event sign addressed under Section 3(b) of this bylaw) shall not exceed seven square feet in area.
 - (b) Special event signs. On any lot there shall be no more than one temporary sign not exceeding seven square feet in area providing notice of the date of a special event, which signs may be erected for a period not to exceed two weeks prior to the event and are to be removed within two business days following the date of the event.

B. Allowable permanent signs. On any lot there shall be no more than one such sign pertaining to the use thereof or having the name and occupation of the occupant or occupants, and no such sign shall exceed two square feet in area. All permanent signs located in the Historic District are also subject to Historic District Commission review and approval.

C. Special permit. The Planning Board may, upon a request therefor, issue a special permit for the erection of a temporary or permanent sign under this section 255-7.1 that is larger, or posted for a longer period of time, than otherwise authorized hereunder, which sign the Planning Board deems not detrimental to the surrounding property nor injurious to the public welfare, provided however that any such permitted sign in the Historic District is also subject to the approval of the Historic District Commission.

Business District.

Signs advertising goods or services offered by an occupant of the premises for sale, hire or use are permitted, provided however that any such sign in the Historic District is subject to the approval of the Historic District Commission and further provided that signs shall not exceed seven square feet in area for one business, or in the case of a building containing more than one business, the following shall apply:

- A. One street side sign not to exceed seven square feet to identify the complex itself.
- B. Individual businesses within the complex identified at street side with signs 12 inches by 36 inches arranged vertically in a single structure.
- C. Each business within the complex may have one two-square-foot sign located at the doorway for business identification.

Senior Housing Overlay District (SHOD).

See § 255-12.3H for special requirements for signs located in a Senior Housing Overlay District.

General standards for signs.

The following standards apply to all signs:

- A. No sign shall be erected so as to obstruct any fire escape, window, door, or other opening or so as to prevent free passage from one part of a roof to any other part thereof.
- B. No sign shall be attached in any manner to a fire escape or shall be placed to interfere with an opening which is required for ventilation.
- C. No exposed, un-insulated parts of an electrical sign shall be permitted.
- D. No sign shall be erected that shall in any way create a traffic hazard or in any way obscure or confuse traffic control.
- E. No sign or sign structure shall interfere in any way with a public way, including sidewalks.
- F. Letters, figures, characters, or representations in cutout or irregular form, maintained in conjunction with, attached to or superimposed upon any sign, shall be safely and securely built or attached to the sign structure.
- G. Signs shall be designed, constructed, and erected in accordance with the State Building Code.

H. No sign shall be posted on or attached to utility poles, trees nor attached to any parapet.

I. No non-municipal sign shall be located on public property, ~~including sidewalks, roadsides and roadways,~~ **with the exception of a location to be designated by a policy of the Board of Selectmen, with such policy to be set only after a public hearing process including notification in a newspaper of general circulation at least seven (7) days prior to the date of the public hearing.**

Illuminated signs.

The following additional standards apply to illuminated signs.

- A. Illuminated signs are not permitted within residential districts without a special permit.
- B. No red or green or other colored lights shall be used on any sign if such light would create a driving hazard.
- C. No sign may be illuminated more than 30 minutes after closing of any store or business or 30 minutes after working hours in a commercial building, except signs identifying public buildings; provided however, that the Planning Board, in granting a special permit, may, for good cause shown, extend the time during which a sign may be illuminated.

Moving signs.

Swinging signs, flashing signs, revolving signs, and signs consisting of pennants, ribbons, streamers, spinners, strings of light bulbs, revolving beacons, searchlights, animated signs, and signs illuminated to create the illusion of motion are prohibited.

Maintenance.

Every sign shall be maintained by the owner in a clean, sanitary condition and in good repair. In addition, every freestanding pole or ground sign shall be kept free and clear of all substances, rubbish, and weeds.

Removal of Existing Signs.

Non-conforming signs that are enlarged, redesigned, replaced or altered in any way shall comply immediately with all applicable provisions of this Bylaw.

Special permit.

Notwithstanding the provisions set forth in this article, the Planning Board may authorize nonconforming signs or a greater number of signs by the grant of a special permit, where such relief is not detrimental to the neighborhood or the Town.

- A. Exemptions. No permit is required for the following types of signs:
 - (1) Any sign legally erected before the date of the Town Meeting approving this article shall be exempt from the requirements in this article.

- (2) Any sign erected or required by the Town, by the Commonwealth of Massachusetts or by the United States, or any subdivision or agency thereof, or for any sign intended solely for the protection of life or property.

B. Special permit process.

- (1) Application. Application for a sign special permit shall be made in writing upon forms furnished by the Planning Board. Such application shall contain the location by street number of the proposed sign, the name and address of the owner of the sign, the name and address of the sign contractor or erector, if any, and a scale drawing showing the construction, the method of installation or support, colors, dimensions, and position of the sign, method of illumination and such other relevant information as may be requested.
- (2) Fee. A sign special permit fee shall be paid to the Town for each permit in accordance with the schedule established by the Planning Board.
- (3) Inspection. The Building Inspector shall inspect any sign subject to a special permit within 30 days after it is erected and shall report to the Planning Board that said sign has been erected properly and in accordance with the provisions of this article and any other applicable law.
- (4) Constructive grant. If a sign special permit has not been denied within 60 days after application has been made, it shall be deemed to be approved.
- (5) Lapse. A sign special permit shall become null and void if the work for which the permit was issued has not been completed within a period of 12 months from the date of the permit; provided, however, that the Planning Board may, in its discretion, issue extensions covering a period not to exceed an additional one year from the date of issue of the original permit. The applicant shall notify the Building Inspector of completion of work under a permit within 10 days of completion.

§255-8.0 Administration and Penalties

This bylaw may be enforced by the Building Inspector by any means available in law or in equity in accordance with Section ___ of the General Bylaws, including non-criminal disposition.

Or take any other action relative thereto.

Request of the Planning Board that the BOS place this article on the Warrant: 4-0
Planning Board recommendation: 4-0

Peter Lombardi

From: Lauren F. Goldberg <LGoldberg@k-plaw.com>
Sent: Wednesday, June 28, 2017 5:25 PM
To: Peter Lombardi
Cc: Ilana Quirk
Subject: FW: con com is a 7 member commission

Peter,

Ilana forwarded the below and asked me to respond. As you are aware, G.L. c.40, §8C constitutes the statutory basis for creation of the Conservation Commission and allows the Commission to range in size from three to seven members. The relevant portion of G.L. c.40, §8C provides, in relevant part, "The commission shall consist of not less than three nor more than seven members. In cities the members shall be appointed by the mayor, subject to the provisions of the city charter, except that in cities having or operating under a Plan D or Plan E form of city charter, said appointments shall be by the city manager, subject to the provisions of the charter; and in towns they shall be appointed by the selectmen, excepting towns having a manager form of government, in which towns appointments shall be made by the town manager, subject to the approval of the selectmen." The statute does not refer to any authority to create alternate or associate members.

In my opinion, in the absence of statutory authority for the creation of alternate members of the Conservation Commission, alternate members may not be appointed.

In contrast to the language in G.L. c.40, §8C, compare the provisions of G.L. c.40A, §12, which allow for the Town, by bylaw to permit the appointment of associate members to the Zoning Board of Appeals. The relevant portion of the statute provides:

Any board of appeals established hereunder shall consist of three or five members who, unless otherwise provided by charter, shall be appointed by the mayor, subject to the confirmation by the city council, or by the selectmen, for terms of such length and so arranged that the term of one member shall expire each year....Zoning ordinances or by-laws may provide for the appointments in like manner of associate members of the board of appeals; and if provision for associate members has been made the chairman of the board may designate any such associate member to sit on the board in case of absence, inability to act or conflict of interest on the part of any member thereof, or in the event of a vacancy on the board until said vacancy is filled in the manner provided in this section

Alternate members are also specifically authorized by General Laws c.40A, §9, allowing the Town, by bylaw, to provide for two associate members of the Planning Board comprised of more than five members. The relevant portion of §9 provides:

Zoning ordinances or by-laws may provide for associate members of a planning board when a planning board has been designated as a special permit granting authority. One associate member may be authorized when the planning board consists of five members, and two associate members may be authorized when the planning board consists of more than five members. A city or town which establishes the position of associate member shall determine the procedure for filling such position. If provision for filling the position of associate member has been made, the chairman of the planning board may designate an associate member to sit on the board for the purposes of acting on a special permit application, in the case of absence, inability to act, or conflict of interest, on the part of any member of the planning board or in the event of a vacancy on the board.

Pursuant to pertinent provisions of G.L. c.40, §8D provides, an historical commission may have alternate members, as follows:

Alternate members may be appointed in like manner as provided for in this section not exceeding in number the principal members. In the case of the absence or inability to act on the part of a principal member, the place of the principal member shall be taken by an alternate member designated by the chairman. When a commission is first established, the terms of the members and alternate members shall be for one, two or three years, and so arranged that the terms of approximately one third of the members and alternate members will expire each year, and their successors shall be appointed for terms of three years each.

In contrast, however, as indicated above, there is no provision in G.L. c.40, §8C for the appointment of associate or alternate members. Accordingly, in my opinion, the Town may not appoint associate or alternate members of the Conservation Commission other than in a purely advisory capacity. Note further that the Attorney General has indicated that attempts to provide for associate members to a multiple-member body where no statutory authority exists therefor will need to seek special legislation. Examples of such legislation may be found [here](#).

Please let me know if there are further questions about this matter.

Very truly yours,

Lauren

Lauren F. Goldberg, Esq.

KP | LAW

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From: Peter Lombardi [<mailto:PLombardi@wenhamma.gov>]

Sent: Wednesday, June 28, 2017 2:37 PM

To: Ilana Quirk

Subject: FW: con com is a 7 member commission

Ilana,

If we already have a 7 member ConComm, can they have any associate members?

Thanks,

Peter

Peter Lombardi

Town Administrator

138 Main Street

Wenham, MA 01984

978-468-5520 x.2

<http://wenhamma.gov>

From: Margaret Hoffman

Sent: Thursday, June 15, 2017 1:59 PM

To: Peter Lombardi

Subject: RE: con com is a 7 member commission

MGL Ch 40 Sec 8C just says it can be no less than 3 members and no more than 7 members but doesn't speak to alternates.

"...The commission shall consist of not less than three nor more than seven members. In cities the members shall be appointed by the mayor, subject to the provisions of the city charter, except that in cities having or operating under a Plan D or Plan E form of city charter, said appointments shall be by the city manager, subject to the provisions of the charter; and in towns they shall be appointed by the selectmen, excepting towns having a manager form of government, in which towns appointments shall be made by the town manager, subject to the approval of the selectmen. When a commission is first established, the terms of the members shall be for one, two or three years, and so arranged that the terms of approximately one third of the members will expire each year, and their successors shall be appointed for terms of three years each...."

<https://malegislature.gov/Laws/GeneralLaws/PartI/TitleVII/Chapter40/Section8C>

Margaret R. Hoffman, AICP
Planning Coordinator
Town of Wenham
138 Main Street
Wenham, MA 01984
Phone -978-468-5520 Ex. 8
Fax- 978-468-8014

From: Peter Lombardi
Sent: Thursday, June 15, 2017 1:43 PM
To: Margaret Hoffman
Subject: RE: con com is a 7 member commission

I think it's statutory. Can you check?

Peter Lombardi
Town Administrator

138 Main Street
Wenham, MA 01984
978-468-5520 x.2
<http://wenhamma.gov>

From: Margaret Hoffman
Sent: Thursday, June 15, 2017 1:37 PM
To: Peter Lombardi
Subject: con com is a 7 member commission

Hi,
I confirmed with Phil, they are a 7 member commission. No alternates and I don't have the language that established the con com to determine whether they can have alternates. I can research it if you need me to.

Margaret R. Hoffman, AICP
Planning Coordinator
Town of Wenham
138 Main Street
Wenham, MA 01984
Phone -978-468-5520 Ex. 8
Fax- 978-468-8014

Peter Lombardi

From: Melissa Berry
Sent: Wednesday, February 06, 2019 12:56 PM
To: Peter Lombardi
Subject: RE: Con Com Member Reduction
Attachments: Con Com Current Appointments 2019.docx

Peter,

I have attached the info that I have for term appointments from 2003 onwards. Once Dianne is in on Monday I will ask her if she has data on term appointments going back further than 2003 (for Leo and Malcolm).

The phasing out strategy would be that of the 4 members whose appointments are up in June 2019, one would not be reappointed. The other member that would be phased out would be the current vacant seat. That would leave a roster as of 6/30/19, with one member expiring in 2020, one in 2021, and three in 2022. If we wanted to break up the three expiring on 2022, we could do a 1 or 2 year appointment, followed by the normal 3 year appointment. That strategy would result in a roster of one member expiring in 2020, one in 2021, two in 2022, and one in 2023.

Let me know if you need anything else,
Missy

Missy Berry
Conservation and Open Space Coordinator
Town of Wenham
138 Main Street
Wenham, MA 01984
978-468-5520 Ex.8

From: Peter Lombardi
Sent: Wednesday, January 30, 2019 2:38 PM
To: Melissa Berry
Cc: Nicole Roebuck
Subject: RE: Con Com Member Reduction

Missy,

I understand that this has been an issue. Can you send me the current roster, how many terms they have served, when their terms are expiring, what your recent levels of attendance have been (say, over the past year), and what the overall phasing out strategy would be relative to the currently appointed members?

Thanks,
Peter

Peter Lombardi
Town Administrator

138 Main Street
Wenham, MA 01984
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<http://wenhamma.gov>

From: Melissa Berry
Sent: Wednesday, January 30, 2019 2:18 PM
To: Peter Lombardi
Subject: Con Com Member Reduction

Hi Peter,

At the Conservation Commission's last meeting, they expressed an interest in pursuing a reduction in the size of the commission from 7 members to 5 members. They have been attempting to attract new members for some time now and have had difficulty in filling open seats. If interest in joining the commission were to grow in the future, they could always be reassigned to 7 members.

The following is from MACC regarding the size of a Con Com :

"The Conservation Commission Act allows the community (town meeting) to set the number of members at between three and seven. Most municipalities have seven commissioners to help minimize the workload of each member, though other communities prefer a smaller number. Town meeting is required to change the number. An increase or decrease in the number of members is phased in over three years (MGL Ch. 41 §2) so that the legislative goal of staggered terms over three year periods is not altered." Let me know what you think.

Thanks,
Missy

Missy Berry
Conservation and Open Space Coordinator
Town of Wenham
138 Main Street
Wenham, MA 01984
978-468-5520 Ex.8

There are currently 6 out of 7 seats filled. Robert Burnett has been absent for the last year so if two of the remaining 5 members are absent at the same time, we do not have quorum.

Member	Terms Served Since 2003	Expire (6/30)
Asma Syed	2 (2016-2019)	2019
Malcolm Reid	4 (2004-2019)	2019
Phil Colarusso	4 (2004-2019)	2019
Michael Novak	3 (2013-2020)	2020
Leo Maestranzi	6 (2003-2021)	2021
Robert Burnett	4 (2004-2019)	2019

Meeting Date	Members Absent
1/8/18	Burnett
2/12/18	Burnett; Novak
2/26/18	Burnett; Reid
3/12/18	Burnett; Reid; Gajeski
3/26/18	Burnett; Reid; Syed
4/9/18	Burnett
4/23/18	Burnett; Syed; Reid; Gajeski
5/14/18	Burnett
6/11/18	Burnett; Gajeski; Novak
7/23/18	Burnett
8/13/18	Burnett; Maestranzi
8/27/18	Burnett; Syed; Reid
9/10/18	Burnett
9/24/18	Burnett
10/22/18	Burnett
12/10/18	Burnett
1/28/19	Burnett

2018 ATM Debrief

Potential Changes	Can we do this?	Do we want to do this?	Comments
Consider adding Special Town Meeting as needed to keep ATM article number at 20 or below	YES	NOT NOW	BOS could review potential warrant articles in late August or early September to evaluate if there is need/interest in STM, but general sentiment was to maintain STM for special circumstances only unless number of warrant articles consistently tops 30
Begin discussion of potential warrant articles with BOS and Planning Board in November/December	YES	YES	We didn't start this until January this year, which led to longer meetings, more meetings, and less time to make decisions/changes
Make sure Annual Reports are delivered by the weekend before ATM so residents have all materials prior to Warrant Hearing and is reminded of ATM date	YES	YES	Delayed delivery was aberration based on weather but we need to finalize ATR earlier regardless and should consider closing warrant one week earlier than in years past to provide enough time for printing (plus contingency). Question of whether we should deliver hard copies of ATR, or only warrant book, to all residents - potential for opt in/out for next year
Deliver ATM script by Friday before Warrant Hearing so everyone is comfortable with material well in advance	YES	YES	Make warrant article assignments to BOS, FinCom, Planning Board members in February so they understand issues and take ownership
Post BOS/FinCom ATM prep meeting for before lunch to allow ample time	YES	YES	This will give BOS & FinCom enough time to wrap up last minute logistics/issues together and then socialize/prep on their own
Include Moderator in BOS/FinCom ATM prep meeting	YES	YES	Just a reminder to continue our current practice to ensure Moderator is looped in to any last minute issues/changes
Open up voter registration before 12:30	YES	YES	Planned 11:30AM start time next year
Check-in by last name vs. by address	YES	YES	Has been handled both ways over the years
Add more poll workers to expedite registration	YES	YES	Dianne will add 1 more poll worker next year (3 check-in stations instead of 2)
Start promptly as soon as quorum is attained	YES	YES	1PM hard start next year (unless we are significantly below quorum). Even if we reduce the time it takes to get through introductory remarks, we don't need a quorum until voting on Article 1 - at ~1.5 hours mark this year
Shorten resident obituaries	YES	YES	Suggested approach to list all residents names on 1 PP slide and ask for a moment of silence - we used to only mention "distinguished" residents which no one feels comfortable deciding
Limit length of presentations in intro and on warrant articles	YES	YES	Set expectations for everyone that presentations will generally be 3-5 minutes total (except for budget items)
Shorten Moderator's conduct of meeting comments in intro	YES	YES	Article 1 presentation started at 44 min mark. We will include a summary sheet on Conduct of ATM in next year's handout
Truncate FinCom operating budget presentation	YES	NO	23 min - passage of annual budget is key role of ATM and given complexity plus override vote (now and in the future), residents should be given info about drivers to make informed decision
Limit HWRSD presentation to budget items only	YES	??	18 min - Town budget presentation does not include any highlights of goals achieved so same standard could be applied to the Schools
Provide PP handouts so residents can follow along	YES	YES	Powerpoint presentation cannot be easily viewed by many residents in audience. We will provide copies of the PP next year and no motion sheet (as those are in the PP). Plan to change back to generally reading motions in full instead of referencing them unless they are too long (ie. debt exclusions)

2018 ATM Debrief

Rent/purchase cheap seat cushions	YES	YES	Will check options and get cost estimates. Interest in using rental of cushions as fundraising opportunity for new Dodge tree planting fund
Encourage Moderator to attend BOS, FinCom, and Planning Board meetings in February and early March where budget and warrant articles are being discussed, finalized, and voted on	YES	YES	Doing so would give them more context in responding to issues raised on the floor
Shift intro/presentation of articles to FinCom/BOS/Planning Board so Moderator can focus on running meeting	YES	YES	Past practice of Moderator introducing each article was specific to individual. Article assignments and script/back-up materials should be provided as early as possible. Include board/committee recommendations on articles.
Clarify which person is first up and on deck to answer resident questions	YES	YES	Board member giving the intro and making the motion should take lead on answering initial questions. Primary staff member, including Dept Heads as necessary, should be ready to step in as needed
Extend town babysitting hours beyond 4PM	??	YES	Checking with Honors Society to see if we can get them to extend it to 6PM next year
Strategic approach to warrant article order	YES	YES	Quorum called at 3.5 hour mark (after 47 minutes on marijuana ban). Most residents left either after the school budget/debt exclusion passed or after marijuana ban passed. Discussion on changing to the "Rockport lottery" model tabled until next year.
Consider including more items in consent calendar	YES	MAYBE	Depends on the number and nature of articles in any given year
Get Out The Vote mailer to residents prior to Town Meeting	YES	YES	Similar to what we did for ATM Part 2 this year (\$700). Send it out enough in advance that we can include warrant meeting date too. Include link to Town website for access to ATM materials.
Set up date of 2nd Town Meeting session in advance and make motion to continue meeting if quorum is lost	YES	YES	Clarifies continuation date for everyone involved and allows for necessary preparations to be made