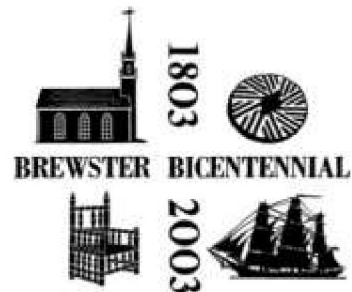




Town of Brewster
Community Preservation Committee
2198 Main Street
Brewster, Massachusetts 02631-1898
(508) 896-3701 x 133
Fax (508) 896-8089



APPLICATION FOR COMMUNITY PRESERVATION ACT FUNDING

Date Application Submitted: June 28, 2018

Name of Project Applicant: Habitat for Humanity of Cape Cod, Inc.

Name of Co-Applicant(s), if applicable: _____

Name of Contact Person: _____

Contact Person's Mailing Address: _____

Contact Person's Daytime Phone Number: _____

Contact Person's email Address: _____

Proposed Project Name: _____

Project Address (or assessor's parcel ID): _____

Project Synopsis:

Category: ☐ Open Space ☐ Historic Preservation ☐ Recreation ☒ Community Housing

CPA funding requested \$ _____ **Total Cost of Proposed Project \$** 2,236,977



Habitat for Humanity of Cape Cod, Inc.



60 Paul Hush Way, Phase I, Brewster

**BREWSTER COMMUNITY PRESERVATION COMMITTEE
Paul Hush Way, Phase II/Tubman Road Community Housing**

**Grant Deadline: July 1, 2018
Submitted: June 28, 2018**

Habitat for Humanity of Cape Cod

411 Main Street Ste 6 • Yarmouthport, Massachusetts 02675
www.habitatcapecod.org • 508-362-3559 p • 508-362-3569 f

Paul Ruchinskas, Chair
Brewster Community Preservation Committee
2198 Main Street
Brewster, MA 02631-1898

June 28, 2018

RE: Paul Hush Way, Phase II Community Housing (formerly Tubman Rd) (8 homes)

Dear Community Preservation Committee:

Thank you for the opportunity to submit a grant application to fund Paul Hush Way Phase II community housing in Brewster. Habitat for Humanity of Cape Cod, Inc. (a 501(c)3 organization) was founded in 1988 and has significant experience permitting, building and selling affordable housing. We have built and sold 127 affordable Cape Cod homes to date, and look forward to building more. Habitat works in partnership with families in need to build homes, hope, lives and community.

Submission Date:	June 28, 2018
Project Title:	Paul Hush Way, Phase II Community Housing
Project Map/Parcel:	65-74-0
Estimate Start Date:	Infrastructure = Fall 2018; , Wall-Raising (Volunteer Construction) Fall 2019
Estimated Completion Date:	Family Move-In Fall/Winter 2020 (8 homes)
Purpose:	Community Housing
Applicant Entity:	Non Profit
Applicant Name:	Habitat for Humanity of Cape Cod, Inc.
Applicant Address:	411 Route 6A, Yarmouthport, MA 02675
Federal Tax ID:	22-2900430
Primary Contact:	Christine Duren, CPC Liaison; 508-667-0821
E-mail:	cduren@habitatcapecod.org
Website:	www.habitatcapecod.org
Funding Requested:	\$200,000 for construction (\$25,000 per home)

Included in the following pages please find a Project Description, Timeline, Developer Experience, Project Proformas, Site and Building Information, as well as other documents requested by the Brewster Community Preservation Committee.

We would be pleased to meet with you and other project stakeholders at your convenience, and we welcome the opportunity to answer any questions that may arise as you review our proposal.

Sincerely,
Christine Duren
Christine Duren, CPC Liaison
cduren@habitatcapecod.org; 508-667-0821 (cell)

Contents of Proposal

Contents

1. Project Description	1
Phase I Update:	1
Phase II Description	1
2. Historic Preservation Projects:.....	4
3. CPA Goals/Criteria.....	4
Community Housing Proposals	5
4. Community Benefits	6
5. Community Support.....	6
6. Timeline - Phase Two (8 homes)	6
7. Credentials	7
8. Budget/Need for Public Funds - Hard Costs: Phase II	8
Soft Costs: Phase II	9
Phase II Sources of Funds.....	10
Summary of Phase I Sources & Uses:	10
Approved Affordable Pricing Model	11
9. Maintenance	12
10. Site Control	12

Attachments

- A. Site Plans and Architectural Plans
- B. Private Fundraising Status
- C. Developer Experience and Current & Recent Projects
- D. Marketing Plan
- E. Comprehensive Permit
- F. Deeds
- G. Board of Selectmen Letter
- H. Photos Phase I
- I. Financial Statement as of June 30, 2017

1. Project Description

Habitat for Humanity of Cape Cod, Inc. proposes to use our tried-and-true “sweat-equity” model to build eight affordable homes in Phase II on the 13.92 acre parcel located off Tubman Road (a portion of the 620 Tubman Road property, the location of the old Bassett Wild Animal Farm) now known as Paul Hush Way.

Phase I Update:

The first phase (six homes) of this community housing project was supported by Town of Brewster CPC grants totaling \$847,000 for land acquisition, and further supported with a \$350,000 CPC grant for construction. The 4-bedroom home at 60 Paul Hush Way, sponsored in a one-week Blitz by the Home Builders and Remodelers Association of Cape Cod, sold on October 11, 2017. The remaining five purchaser households have all been approved for their USDA mortgage. The following pre-purchased education workshops have been completed: Budgeting for Successful Home Ownership (group and individual sessions); Transition to Home Ownership (preparing for closing day; Understanding the Documents Related to Closing; Home Maintenance.

We are targeting completions and sales of the five remaining homes in August 2018, in advance of established deadline for completion of Phase I. The Phase I dedication event is scheduled for August 7, 2018.

Phase II Description

The subject eight Phase II homes, as is true with all Habitat homes, will be affordable in perpetuity. Affordability will be protected by a Department of Housing and Community Development (DHCD) Local Initiative Program (LIP) Deed Rider and the homes will count on Brewster’s DHCD Subsidized Housing Inventory (SHI). The homes will be affordable to very-low income households; households earning between 40% and 65% of Area Median Income. Home sale prices will range from approximately \$133,750 to \$150,000. We are pleased that the Home Builders and Remodelers Association of Cape Cod’s 2019 Blitz Build will once again take place in the subject Paul Hush Way neighborhood in Phase II.

As always, Habitat will use our traditional “sweat equity” model to build the affordable homes. With this model our selected purchaser families partner with Habitat and devote 250 to 500 hours building their homes alongside community volunteers. This promotes homeowners who are well educated on building and maintenance, and fosters pride in homeownership and a true sense of community. Habitat works closely with our buyers, through our rigorous application process, and through the construction period. We provide significant homebuyer education including preparation for closing, budget counseling, and workshops in caring for a home and landscaping. Sweat equity and pre-purchase

workshops have proven to be key elements in promoting successful homeownership. Habitat Cape Cod provides the training and establishes a Home Owners Association (HOA) for appropriate neighborhoods. All homeowners will receive training about their HOA, which will be fully established upon the sale of the last home, and will serve to ensure care of the common areas and uphold other standards adopted in its covenants.

Habitat also partners with our communities, seeking donations of materials, professional services, and labor. We strive to make our homes welcome in a neighborhood and to be good neighbors. Habitat works to create a collaborative spirit where a whole community can be actively involved in helping to address the affordable housing crisis.

Habitat works with our Brewster buyers and assists them in securing the very advantageous USDA Rural Development “502” mortgage (with subsidies that can result in an interest rate as low as 1%). If a qualified and selected buyer cannot access a USDA mortgage, Habitat would offer them a zero percent mortgage directly from Habitat. This means that, along with very affordable prices, our buyers are able to meet the affordable mortgage payment obligations. The monthly PITI payment (principal, interest, taxes and insurance) for a 3-bedroom home would be approximately \$715. Another added plus to the Habitat model is that as we can offer our own buyer-financing, we can guarantee that at time of lottery selection our families will be able to obtain a mortgage. See pages 10 & 11 for pricing details.

A new and exciting development that was implemented in Phase I was the installation of solar panels for energy generation. Solar panels for Phase II homes are pending a Department of Public Utilities decision on the next solar incentive program (“SMART”). Whether we can include solar panels for the Brewster Phase II homes will depend on funding availability at time of construction, but we are quite hopeful. Habitat has recently installed solar panels on three other project sites. Renewable energy systems, coupled with the highly efficient air-source heat-pumps we use for home heat, create very efficient homes that are not only inexpensive to heat, but also provide great indoor air quality. We hope to create a sustainable funding stream for solar installations for future builds. We are very much focused on creating greener and healthier homes on all sites where this approach is feasible, and have positioned all of the Brewster homes so they have southern roof planes and are solar-ready.

Included with this application please find site plans and architectural plans (see Exhibit A). All of the major infrastructure work for both phases, save the top coating of the road, was included and completed in Phase I funding. There is still some lot engineering and sitework to be performed for Phase II lots including foundations and septic systems. Phase II house

lots range from 13,200 to 16,800 square feet, and there is a significant open space surrounding the house lots.

There will be fourteen homes in total for both phases, one 4-bedroom home, nine 3-bedroom homes and four 2-bedroom homes. Phase I consisted of six homes (one 4-bedroom and five 3-bedroom homes).

Phase II (subject request) consists of eight homes:

2 - two-bedroom Ranch style homes	(1,008 sf)
2 - three-bedroom Cape style homes	(1,276 sf)
<u>4 - three-bedroom Ranch style homes</u>	<u>(1,276 sf)</u>
8	(9,592 sf)

This mix is based on Habitat experience with previous lotteries and housing-size need. Habitat proposed and Brewster CPC approved construction in two phases. Phase One has six homes closer to Tubman Road and Phase Two will be the eight homes around the circle. This created a reasonable and historically proven schedule for our volunteers and our fundraising. We built the full road, including utilities and drainage, as part of first phase.

This overall fourteen home Paul Hush Way community housing project has substantial and positive history with the Town of Brewster. Through the Community Preservation grant process, the Board of Selectmen and Town Meeting voters were engaged and in support of the project. The overall project (both phases) has been before Town Meeting voters twice. In September of 2014 Habitat for Humanity took title to the property. Habitat then worked on housing program parameters, site planning, architectural and permitting. The Brewster Zoning Board of appeals voted unanimously in favor of granting the project's Comprehensive Permit in February of 2016 (see also Exhibit H). Of note, the public hearing process through the ZBA generated no public opposition.

With quality, desirable single-family homes priced affordably, Habitat for Humanity creates homeownership opportunities for families at income levels not served by other affordability programs. We are an experienced developer, having created – over 127 affordable Cape Cod homes since our founding as an affiliate of Habitat for Humanity International in 1988. Habitat for Humanity of Cape Cod works in partnership with families in need to build homes, hope, lives and community.

As of September 14, 2017, Brewster had 5.3% of its year-round housing stock listed as affordable. The State goal per town is 10%. The Brewster 2017 median home price was \$390,000, per the Cape Cod & Islands Association of Realtors. Per the U.S. Department of Housing and Development (HUD), people who pay more than 30 percent of their income for housing (mortgage, interest, taxes, insurance) are considered cost burdened and may

have difficulty affording necessities such as food, clothing, transportation and medical care.

When there are affordable homeownership opportunities on the Cape, most often they are targeted to households earning 80% of HUD Area Median Income (AMI) or \$68,950. Even at 100% of the median household income of \$67,340 for Brewster per the Cape Cod Commission's CapeStats, and applying the 30% benchmark, a household would need to earn approximately \$103,543 a year to qualify for a mortgage at today's interest rates. That results in an income gap of \$36,000. Even a family earning 100% of the HUD 2018 AMI for Barnstable County of \$86,200, would not qualify.

Because of the very difficult year-round housing & rental market for the average family, due to the tourist economy, seasonal demands and low wages, Habitat Cape Cod targets affordability to households earning 60% and 65% of AMI. At 60% of AMI, a family of four earns \$51,720 which is only 50% of needed household income- - the affordability gap is huge.

Our most recent lotteries clearly illustrate, at a personal level, the need for housing that is affordable is significant. We received 59 applications for four homes in Marstons Mills, and 80 applications for six homes in Brewster Phase I. There is an undeniable need.

From a pragmatic standpoint, there is no danger of Habitat homes that are not needed and that stay unsold. Habitat selects our buyers before starting to build, we build in partnership with our buyer households, and they work with us on their own home, and invest their sweat equity.

2. Historic Preservation Projects:

N/A

3. CPA Goals/Criteria

CPA Goals/Criteria: Habitat's Paul Hush Way-Tubman Development meets the goals and criteria of Community Preservation as it creates permanently deed restricted affordable housing.

- ***Contribute to the preservation of Brewster's unique character.*** Habitat will create housing for low income households, which helps to preserve the vibrancy and diversity of the community.

- **Boost the vitality of the Town.** Habitat will create housing for low income households which helps keep families living in Brewster, and adds to the town's local workforce.
- **Enhance the quality of life for Brewster residents.** Habitat will create the opportunity for low income households to have the stability and security of affordable homeownership.
- **Serve a currently under-served town population.** Habitat will create deed restricted affordable housing. Brewster currently has 5.3% of its housing stock listed on the Department of Housing and Community Development (DHCD) Subsidized Housing Inventory (SHI) as of September 14, 2017. The State goal is 10%. Low income families are an under-served population. Home ownership opportunities for the very-low income are virtually non-existent.
- **Demonstrate practicality and feasibility.** Habitat is a well-respected and experienced developer. We have a long track record of success, and are permitted and ready to go with our Tubman Development.
- **Demonstrate a positive cost/benefit relationship.** Habitat relies heavily on volunteer labor, using both our homebuyers "sweat equity" contributions and our community volunteers. We also rely on donations of materials and Habitat friendly pricing. This helps us keep our construction costs low.
- **Leverage additional public and/or private funds.** Habitat has demonstrated significant success in private fundraising for both Phases. Community support for this project has exceeded expectations. Habitat received support from the Federal Home Loan Bank Boston (FHLBB) Affordable Housing Program (AHP) for Phase I and is expected to receive the same level of support for Phase II.s. See Attachments for current funding as of date....
- **Receive Endorsement by other Town committees and the Brewster public at large.** The Paul Hush Way (Tubman Development) has been before Town Meeting voters twice via CPC funding articles, has been to the Board of Selectmen numerous times, has been before the Brewster Housing Partnership, and went through a public hearing process as part of our Zoning Board of Appeals Comprehensive Permit application.

3a: Community Housing Proposals

- ✓ Contribute to the goal of achieving 10 percent affordable housing.
- ✓ Promote a socioeconomic environment that encourages diversity.
- ✓ Provide housing that is harmonious in design and scale with the surrounding neighborhood.
- ✓ Ensure long-term affordability.
- ☐ Promote use of existing buildings or construction on previously-developed or Town-owned sites;
- ✓ Convert market rate to public subsidized units.
- ☐ Provide an appropriate mix of rental and ownership housing.
- ✓ Give priority to local residents, town employees, employees of local businesses as allowed by law.

4. Community Benefits

The **Community Benefits** of this project are as described throughout this application. This project will create a neighborhood of fourteen new, high quality, deed restricted homes.

This request is for Phase II construction of eight homes to complete this new neighborhood.

5. Community Support

Community Support is listed in the last bullet point under CPA Goals/Criteria (above) and is also evidenced by the support letter Habitat received from the Board of Selectmen as part of Habitat's Local Initiative Program application to the state.

6. Timeline - Phase Two (8 homes)

Because of the exceptionally strong community support for this initiative, we have moved up the original schedule for Phase II. We will open home-buyer applications in January-February of 2019; commence volunteer construction in the late summer/fall of 2019, and anticipate project completion a year ahead of original schedule in the early fall of 2020. See Attachment B for current private funding status for both Phase I and Phase II.

Fall 2014	Habitat took title to the property (Phase I & II)
Winter 2016.....	Habitat received Mass General Law Chapter 40B Comprehensive Permit from the Brewster Zoning Board of Appeals for Phase I & II
Spring 2016.....	Habitat received construction permitting (building permits, Eversource utility agreements); (completed for both Ph I & II)
Summer 2016 – ongoing	Habitat Private Fundraising (see attachment xx)
Summer 2018	Habitat applies to Community Preservation for Ph II (8 homes)
Summer 2018	Habitat submits request to Federal Home Loan Bank Boston (FHLBB)
Fall 2018	Infrastructure/Site Work; Road Work
Early 2019	Buyer Selection process (Affirmative Fair Housing Marketing)
Late summer/Fall 2019.....	Wall-raising; Volunteer Build
Fall 2020	Closing; Affordable Deed Rider Recorded; Families Move In

Paul Hush Way, Phase II, Brewster

YEAR	'18	'18	'18	'19	'19	'19	'19	'20	'20	'20	'20
QUARTER	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
Habitat applies to CPC											
Habitat applies to FHLBB											
Home Buyer Applications											
Lot work (grading; septic; foundations)											
Wall Raising/Volunteer Build											
Cert of Occupancy/Families Move In											

Note: construction schedules are subject to change, and it is important for Habitat to keep some flexibility in our overall region-wide build plan. Based on other projects, funding timing and volunteer availability the above schedule may change.

7. Credentials

Habitat for Humanity has an experienced development team. We have built 127 affordable homes on the Cape. We have successfully worked with State, local and private funding sources. All our homes meet or exceed DHCD Local Initiative Program guidelines. All current Habitat Marketing and Lottery Materials are approved by the DHCD. Habitat has a highly experienced Director of Construction who has over three decades experience as a General Contractor building residences on the Cape and Islands before joining Habitat. Team resumes are available upon request.

Please see Exhibit C for detail on Developer Experience and Current & Recent Projects

8. Budget/Need for Public Funds - Hard Costs: Phase II

BREWSTER PAUL HUSH WAY PHASE II - Habitat for Humanity of Cape Cod, Inc. - FUND USES

		BUDGET
Site Acquisition	\$	-
Site Work/Hard Costs		
Earth Work	\$	5,000
Site Utilities	\$	7,200
Roads, Drainage, Utilities	\$	178,400
Driveways, Parking, Walks	\$	52,000
Other	\$	-
Lawns & Planting	\$	32,000
Sheds	\$	20,800
Subtotal Site Work	\$	295,400
Direct Construction		
Concrete	\$	120,000
Carpentry/Doors and Windows	\$	272,000
Insulation	\$	45,600
Interior Finish	\$	124,000
Cabinets	\$	30,400
Appliances	\$	16,000
Plumbing/HVAC	\$	208,000
Electrical	\$	92,000
Solar	\$	160,000
SAVINGS - Professional Discounts	\$	75,000
SubTotal Direct Construction	\$	1,143,000
SubTotal Site Wk & Direct Const	\$	1,438,400
General Requirements	\$	86,304
Builders Profit	\$	86,304
Builders OH	\$	28,768
Gen Req, Builders OH & Profit - 14.0%		
Construction Contingency -5%	\$	81,989
TOTAL HARD/CONST COSTS	\$	1,721,765

Soft Costs: Phase II

Soft Costs		
Permits/Surveys (40b)	\$	6,000
Architectural	\$	2,000
Engineering	\$	18,400
Legal	\$	4,000
Bond Premium	\$	-
Real Estate Taxes	\$	-
Insurance	\$	22,736
Security	\$	-
Site Supervision/Construction Supervision	\$	91,800
Const. Interest	\$	26,400
Financing/Application Fees	\$	1,000
Utilities	\$	-
Maintenance (unsold units)	\$	-
Accounting/Cost Cert	\$	6,000
Marketing	\$	35,025
Family Programs/ Volunteer Services	\$	40,600
Subtotal Soft Costs	\$	253,961
Soft Cost Contingency -5%	\$	12,698
TOTAL SOFT COSTS	\$	266,659
HARD AND SOFT COSTS	\$	1,988,424
Developer's Fee	\$	248,553
12.5% of TDC		
TOTAL DEVELOPMENT COST	\$	2,236,977

Total development costs per home is \$279,622. Total development costs per home for Phase I was \$574,161. This difference is because total land acquisition, major sitework, and some soft costs were allocated and paid in Phase I.

Even though in Phase I much of the architectural, engineering, legal, and sitework including the road way was completed, Phase II will still incur some site work hard costs, and some soft costs.

Foundations, septic systems, driveway and walk bases and tops, trenching for utilities, minor architectural changes, site and lot landscaping, and legal are a few of the hard and soft costs that still need to be completed.

Total development costs have been calculated based on accepted bids and historical data.

Phase II Sources of Funds

\$	1,167,500	Proceeds from Sale of Homes - USDA
\$	-	CPC-Acquisition Funding Phase I
\$	200,000	CPC-Construction Funding Phase II
\$	-	Other
\$	160,000	Solar Grants-Anticipated
\$	200,000	FHLBB Grant-Anticipated
\$	-	Habitat Dev Equity ('flex cap')
\$	434,477	HHCC / Private Fundraising
\$	-	Proceeds from Sale of Homes - NPV HHCC
\$	75,000	Blitz Build contribution (cash equivalent)
\$	-	
\$	-	
\$	2,236,977	Total Initial Budgeted Sources

Summary of Phase I Sources & Uses:

USES:

Site Acquisition:	\$ 847,000
Total Site Work:	\$ 743,750
Total Construction:	\$ 748,500
OH/Gen Conditions:	\$ 208,915
Contingency:	\$ 127,408
<u>Total Hard Costs:</u>	<u>\$2,675,573</u>
<u>Total Soft Costs:</u>	<u>\$ 386,622</u>
<u>HHCC Programs/Fees:</u>	<u>\$ 382,774</u>
Total Dev Costs:	\$3,444,970

SOURCES:

USDA Mortgage Sales:	\$ 866,750
CPC Acquisition Grant:	\$ 847,000
CPC Construction Grant:	\$ 350,000
Solar Grants:	\$ 144,000
FHLBB:	\$ 172,587
HHCC Developer Equity:	\$ 500,000
Habitat "flex cap":	\$ 140,000
<u>Habitat Private F-Raising:</u>	<u>\$ 424,633</u>
Total Sources:	\$3,444,970

Approved Affordable Pricing Model

The following is a pricing model based on DHCD & HUD affordable housing guidelines and variables. It was approved by the Habitat for Humanity Board of Directors in April 2018. Current pricing, approved by the Board is \$133,750 for a two-bedroom, \$150,000 for a three-bedroom.

HOUSING PRICE MODEL	1 bedroom	2 bedroom	3 bedroom	4 bedroom
2016/2017 Sales Price	\$115,500	\$131,750	\$147,500	\$160,750
Allowable 2018 Sales Price	\$117,500	\$133,750	\$150,000	\$163,250
Down payment	\$0	\$0	\$0	\$0
Mortgage	\$117,500	\$133,750	\$150,000	\$163,250
<u>Interest rate</u>	1.00%	1.00%	1.00%	1.00%
Amortization/Years	33	33	33	33
Monthly P&I Payments	\$348	\$397	\$445	\$484
<u>Tax Rate</u>	\$8.00	\$8.00	\$8.00	\$8.00
Monthly property tax	\$78	\$89	\$100	\$109
Hazard insurance	\$88	\$100	\$113	\$122
PMI	\$0	\$0	\$0	\$0
Condo/HOA fees (if applicable)	\$60	\$60	\$60	\$60
Monthly Actual Housing Cost	\$575	\$646	\$717	\$775
Necessary Income:	\$27,597	\$31,016	\$34,434	\$37,221
Household Income:	1 bedroom	2 bedroom	3 bedroom	4 bedroom
# of Bedrooms	1	2	3	4
Sample Household size	2	3	4	5
80% Area Median Income	\$55,200	\$62,100	\$68,950	\$74,500
40% Area Median Income	\$27,600	\$31,050	\$34,475	\$37,250
Target Affordable Housing Cost (25% of 40% HUD AMI income to housing cost)	\$575	\$647	\$718	\$776

Pricing is set so that a household earning 40% of area median income, as adjusted for family size, can afford a home. The figure of 40% has been adopted based on past practice and experience as the number that creates an appropriate "window of affordability" and allows those families ready to take on home ownership to qualify. Variables used in the calculator include a 1% USDA interest rate with a 0% down payment and a 33-year term.

For a tax rate, as Habitat sets a consistent price for all our homes throughout the Cape, so we have used \$8.00 per thousand. There is no PMI so this is not included. We do include a Home Owner Association fee that is typical for a small-to-medium size Habitat development.

We also amend the standard Housing Affordability "rule of thumb" that 30% of income goes to housing, changing it to 25% which further increases affordability.

9. Maintenance

As the Habitat program is one of homeownership, ongoing maintenance is the responsibility of the homeowners.

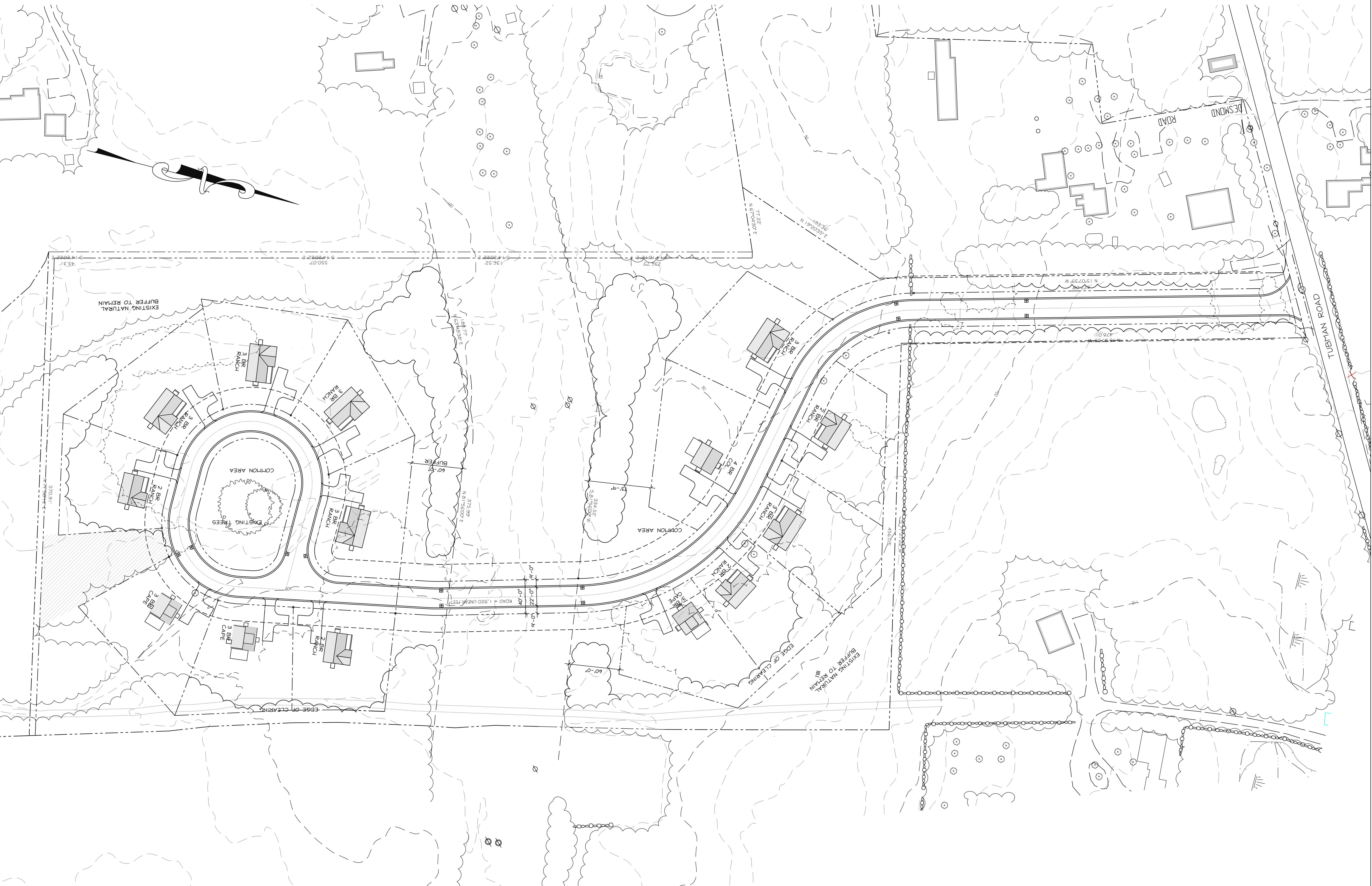
There is a homeowners' association for the Brewster development that is responsible for maintenance of all common areas, including the roadway and drainage facilities, and will also be responsible for the open space area. Habitat has put significant effort into creating a solid structure for our homeowner associations. Habitat works with our buyers to help them understand the roles and responsibilities of a home owner association and stays involved through the first year to set the association off on a strong and positive path. The Association will contract with a professional property management firm to assist the home owner association in various administrative tasks such as required legal filings and fee collections, and this firm serves as a professional resource. Sample home owner documents are available upon request.

Additionally, Habitat homeowners have had significant experience in building, as well as education on home maintenance and lawn care.

10.Site Control

Attached please find information on the site, our buildings and our permitting process, including: Site Plan, Building Plans, Comprehensive Permit, Deeds.

Habitat has owned the property since the closing on the land in October 2014. The purchase was encouraged by the Town of Brewster and funded with Brewster CPA fund, voted by Town meetings.



ARCHITECTURAL SITE PLAN
SCALE 1" = 50'

NOTE: INFORMATION TAKEN FROM PRELIMINARY SUBDIVISION SKETCH PLAN PREPARED BY J.M. O'REILLY & ASSOC. INC., DATED 1/31/14

STAMP:

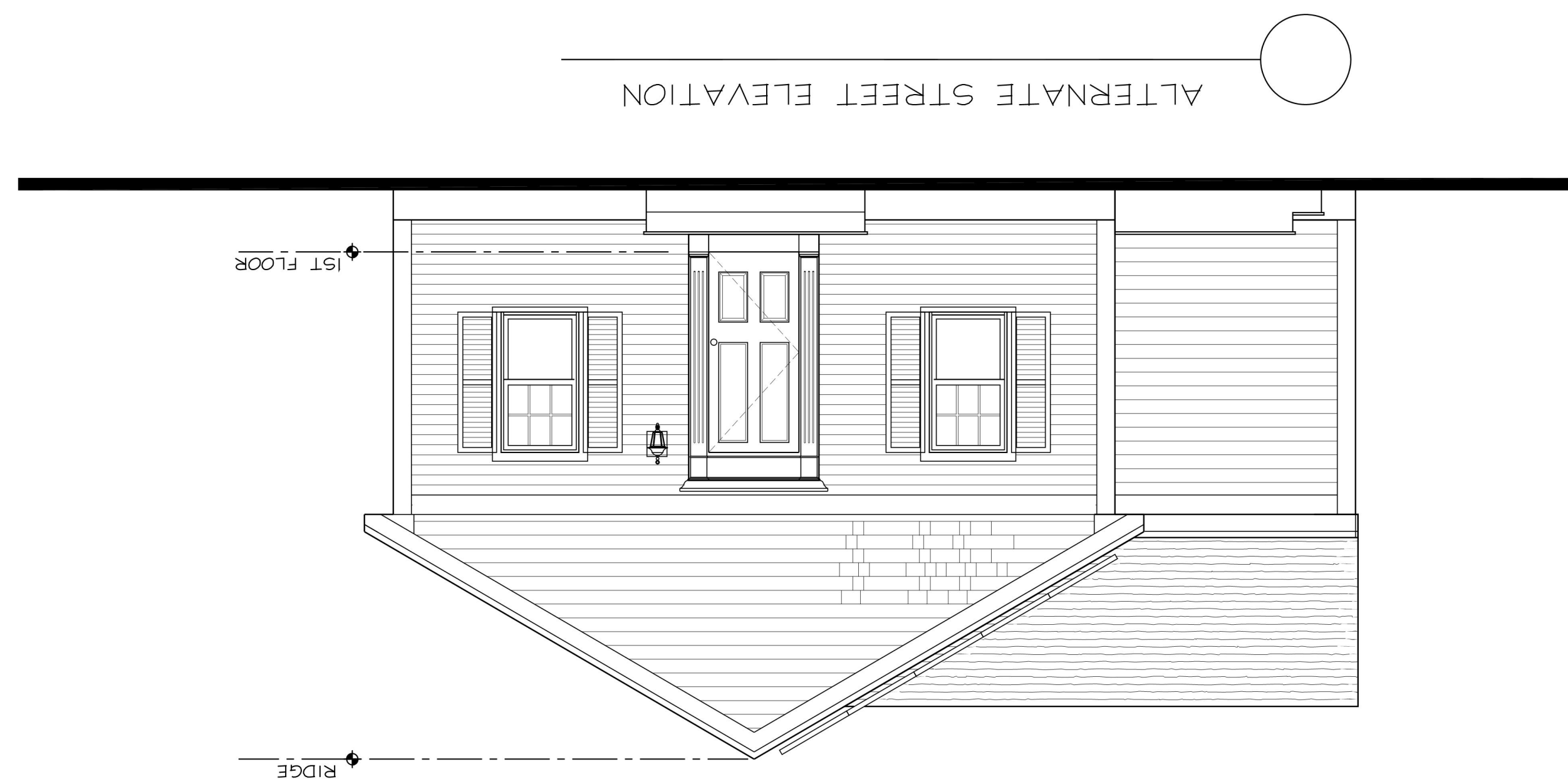
HABITAT FOR HUMANITY
BREWSTER TUBMAN NEIGHBORHOOD
TUBMAN ROAD
BREWSTER, MA

TITLE: ARCHITECTURAL SITE PLAN

DATE ISSUED:	06/22/2015
REVISIONS:	
DRAWN BY:	
PROJECT #:	
PROJECT NO.	
DRAWING NO.:	

SP-1

ite and Building Information, Page 10-2



RIGHT SIDE ELEVATION



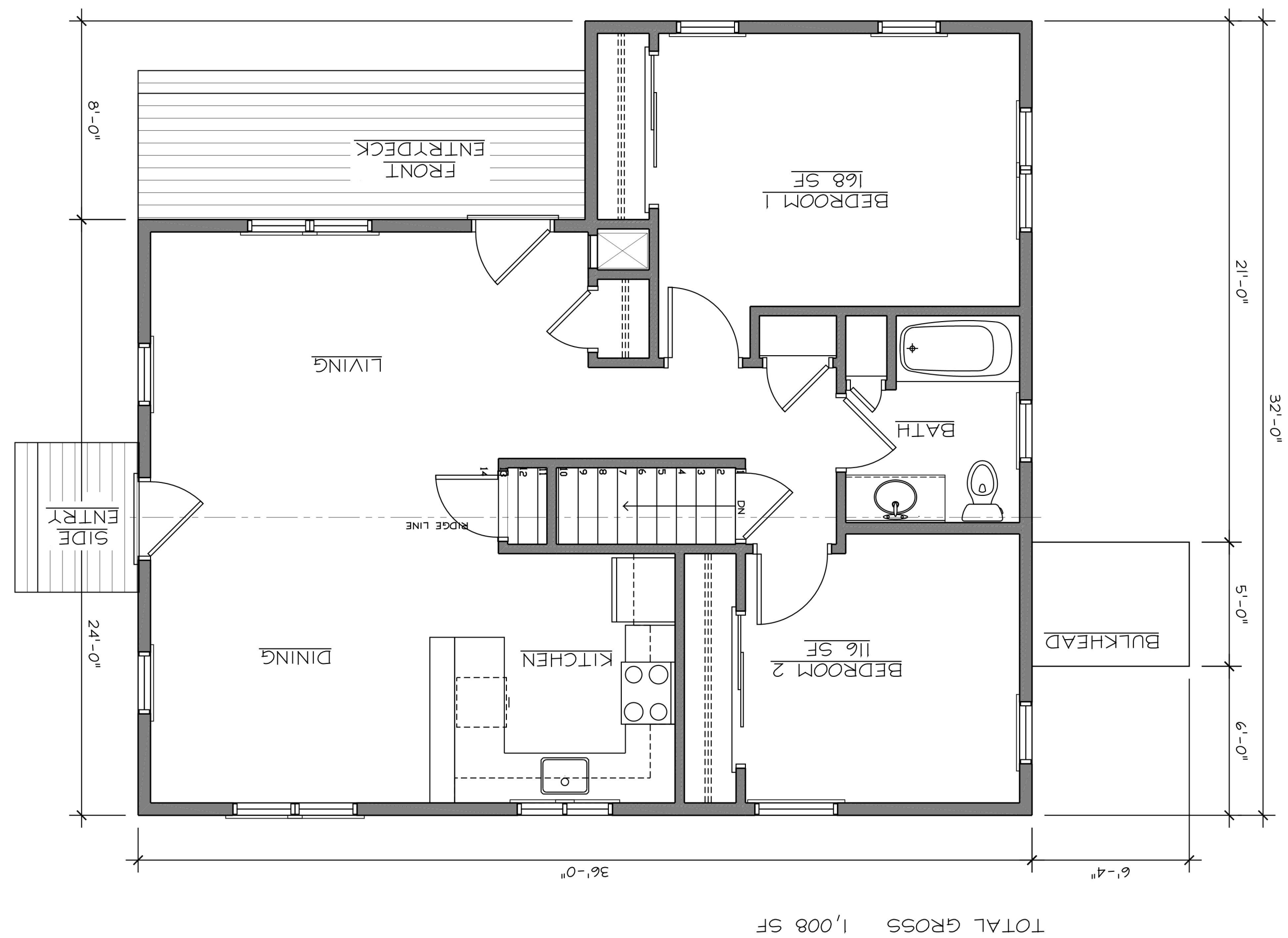
REAR ELEVATION



LEFT SIDE ELEVATION



FRONT (STREET) ELEVATION



FIRST FLOOR PLAN - 2 BR RANCH

L-A

DRAWING NO.:

PROJECT #:
PROJECT NO.:

DRAWN BY:

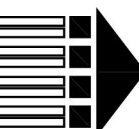
REVISIONS:

DATE ISSUED: 06/22/2015

2 BR RANCH HOUSE PLANS AND ELEVATIONS

TITLE:

HABITAT FOR HUMANITY
BREWSTER TUBMAN NEIGHBORHOOD
TUBMAN ROAD
BREWSTER, MA



BROWN LINDQUIST FENUCCIO & RABER
ARCHITECTS, INC.

203 WILLOW STREET, SUITE A
YARMOUTHPORT, MA 02675
WWW.CAFARCHITECTS.COM
PH 508-362-8382
FAX 508-362-2828

PH 508-362-8382
FAX 508-362-2828

STAMP:



RIGHT SIDE ELEVATION

REAR ELEVATION

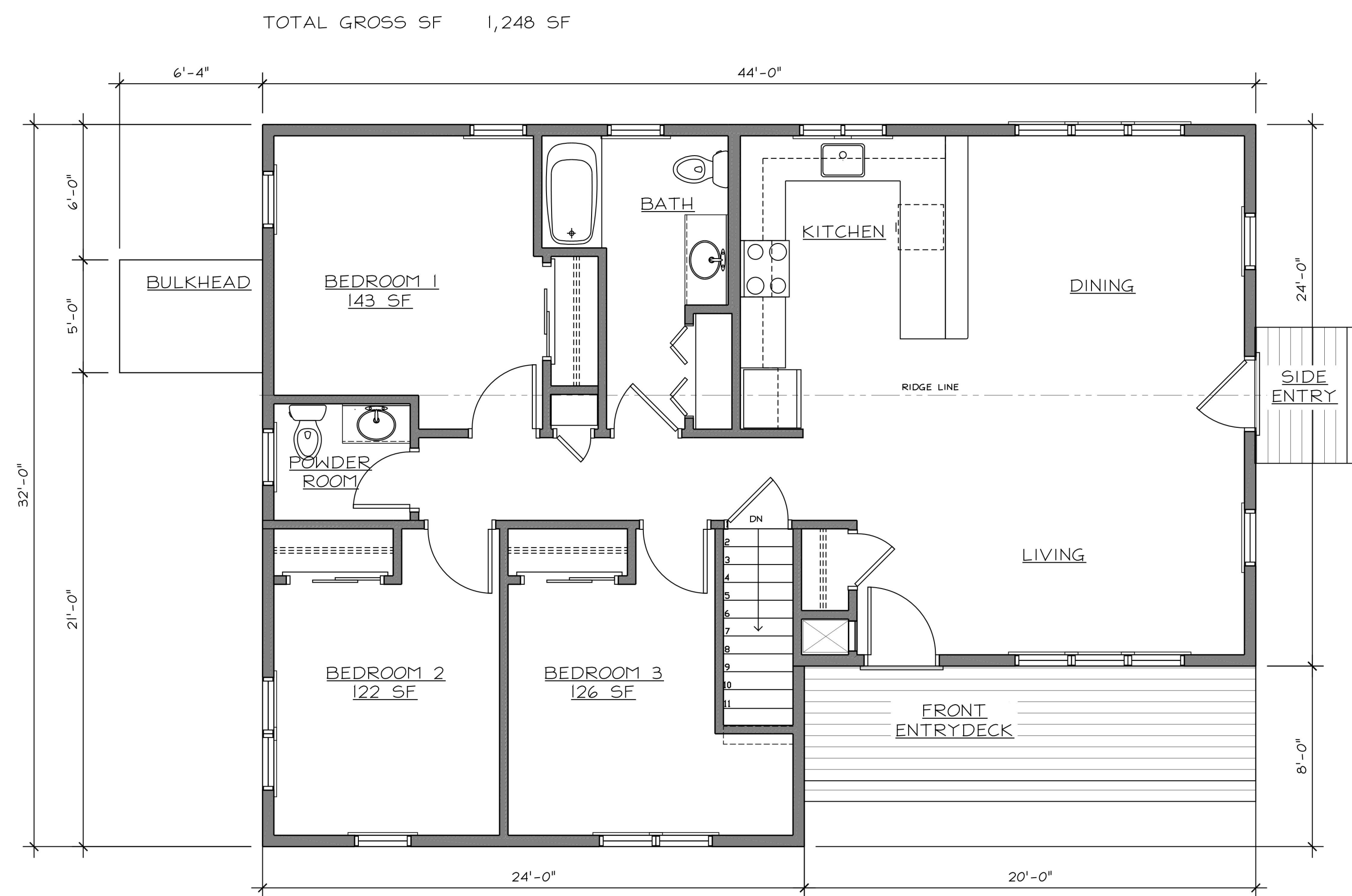
LEFT SIDE ELEVATION



FRONT (STREET) ELEVATION
SCALE: 1/4" = 1'-0"



ALTERNATE STREET ELEVATION



FIRST FLOOR PLAN - 3 BR RANCH
SCALE: 1/4" = 1'-0"

STAMP:

BROWN LINDQUIST FENUCCIO & RABER
ARCHITECTS, INC.
203 WILLOW STREET, SUITE A
YARMOUTHPORT, MA 02675
PH 508-362-8382
WWW.CAPARCHITECTS.COM
FAX 508-362-2828

HABITAT FOR HUMANITY
BREWSTER TUBMAN NEIGHBORHOOD
TUBMAN ROAD
BREWSTER, MA

TITLE:
3 BR RANCH
HOUSE PLANS
AND
ELEVATIONS

DATE ISSUED: 06/22/2015

REVISIONS:

DRAWN BY:

PROJECT #: PROJECT NO.

DRAWING NO.:

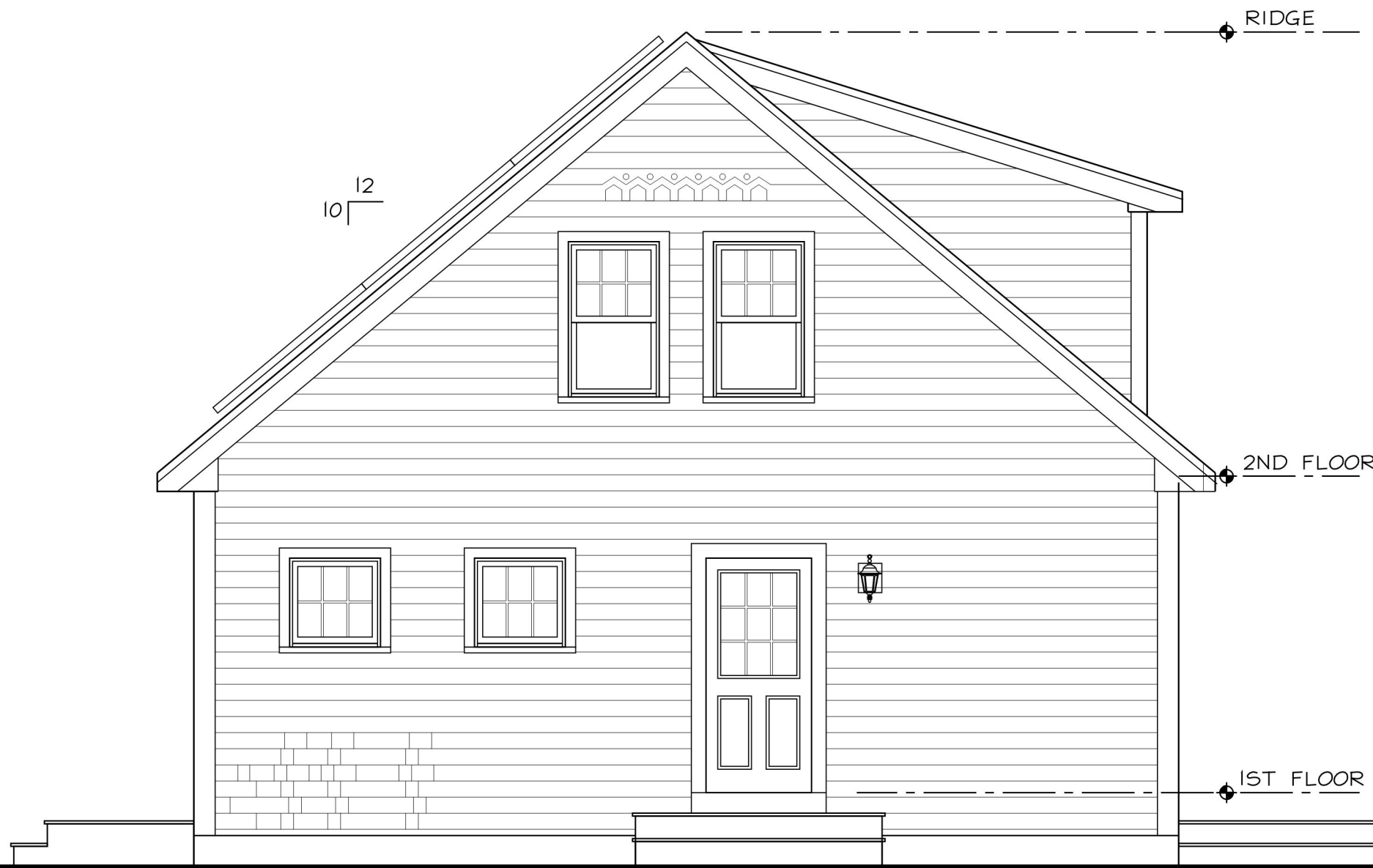
A-2

Site and Building Information, Page 10-4



FRONT (STREET) ELEVATION

SCALE: 1/4" = 1'-0"



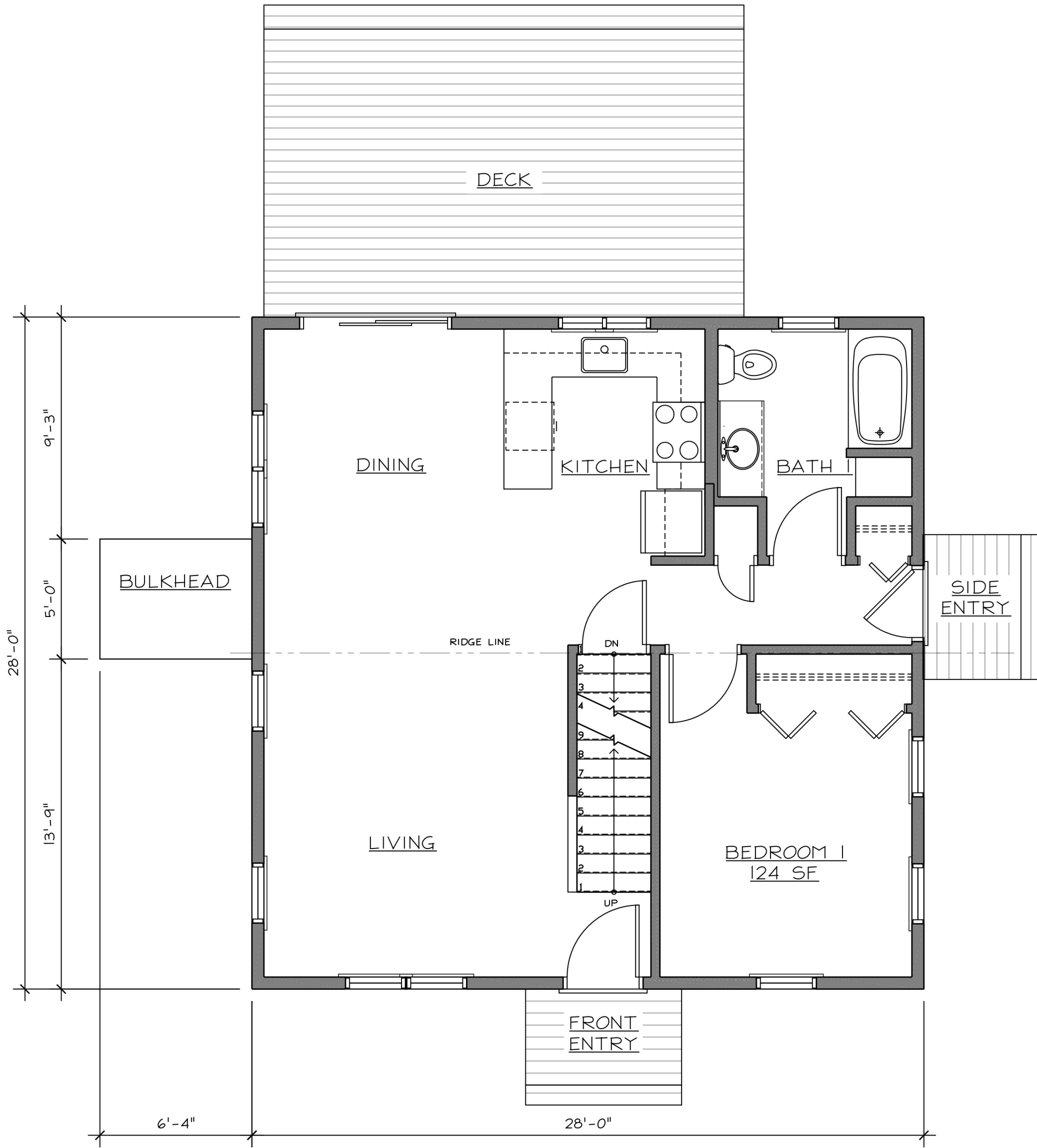
RIGHT SIDE ELEVATION



REAR ELEVATION



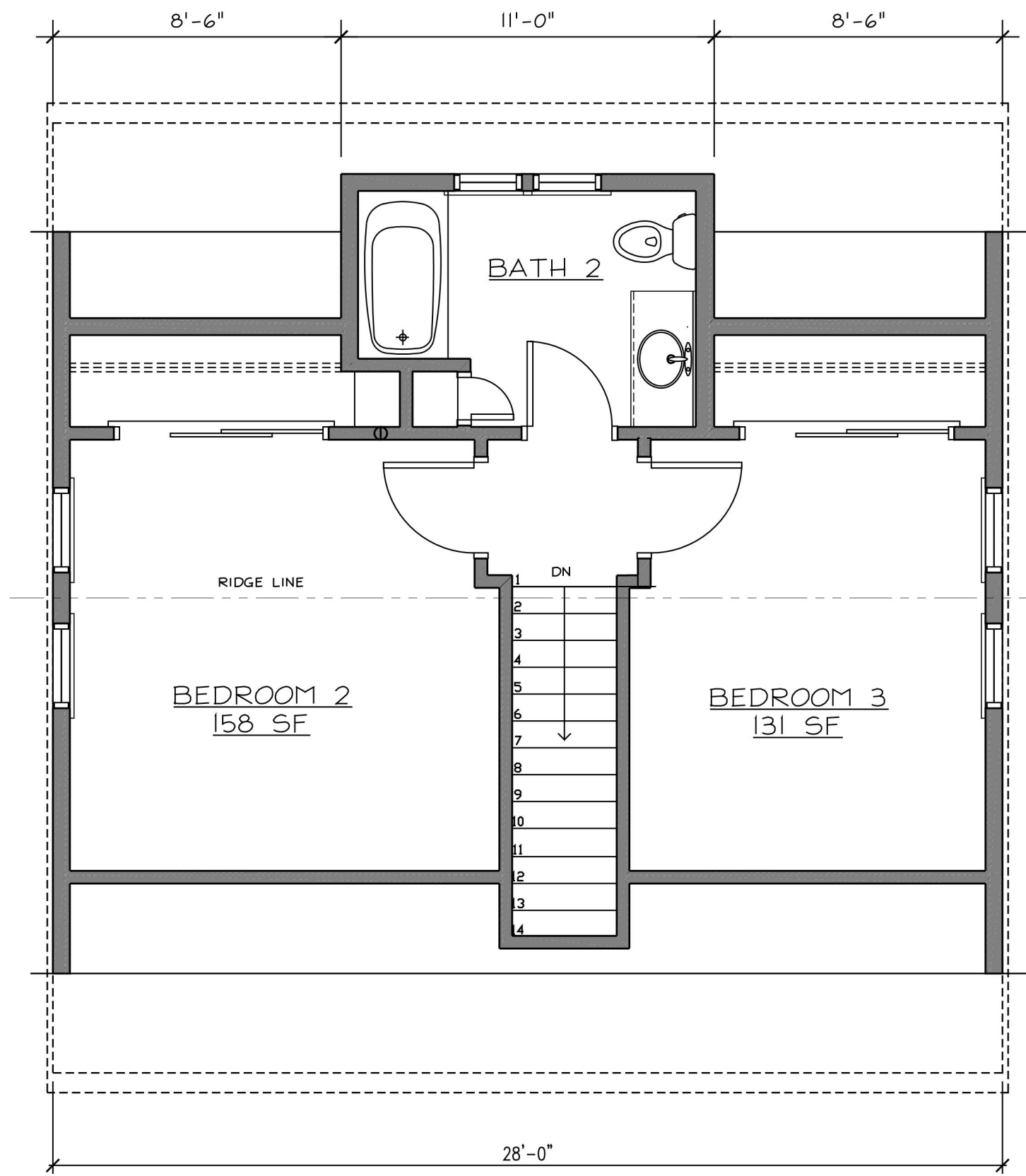
LEFT SIDE ELEVATION



FIRST FLOOR PLAN - 3 BR CAPE, TYPE A

SCALE: 1/4" = 1'-0"

1ST FLOOR 784 SF
2ND FLOOR 521 SF
TOTAL GROSS 1,305 SF



SECOND FLOOR PLAN

STAMP:

BROWN LINDQUIST FENUCCIO & RABER
ARCHITECTS, INC.
203 WILLOW STREET, SUITE A
WARREN, MA 02675
PH 508-362-8382
FAX 508-362-2828
WWW.CAPARCHITECTS.COM

HABITAT FOR HUMANITY
BREWSTER TUBMAN NEIGHBORHOOD
TUBMAN ROAD
BREWSTER, MA

TITLE:

3 BR CAPE
TYPE A
HOUSE PLANS
AND
ELEVATIONS

DATE ISSUED:

06/22/2015

REVISIONS:

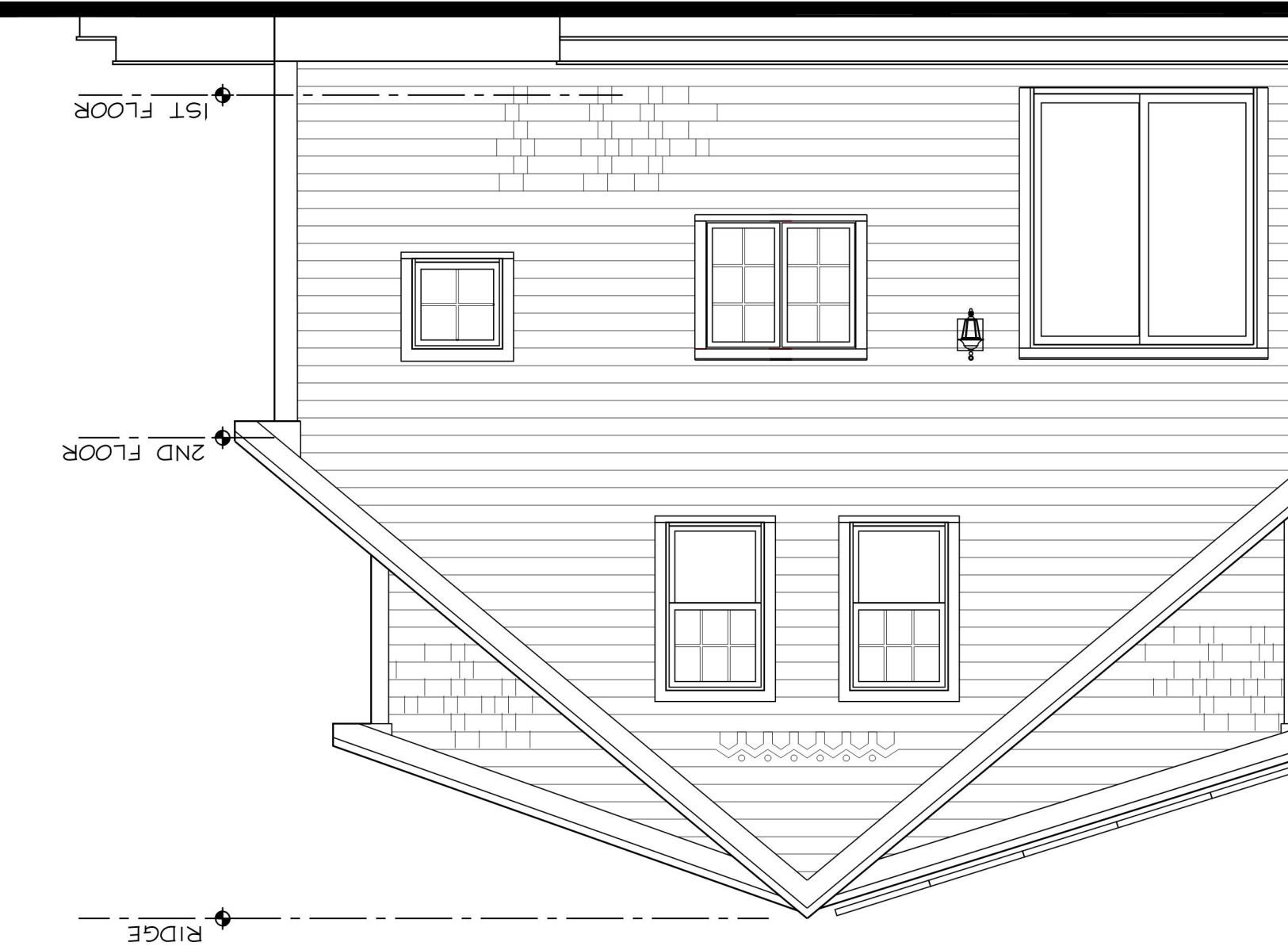
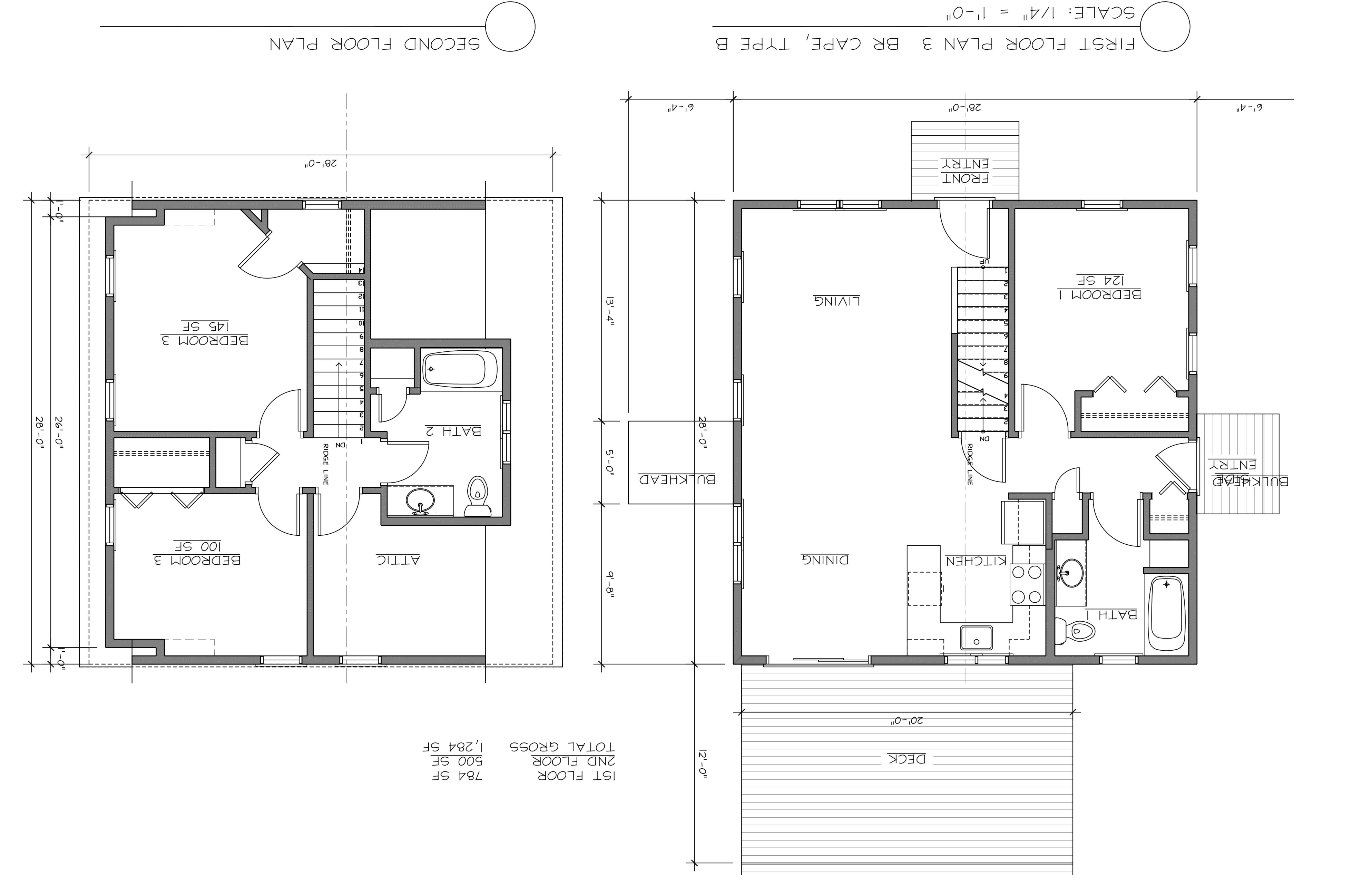
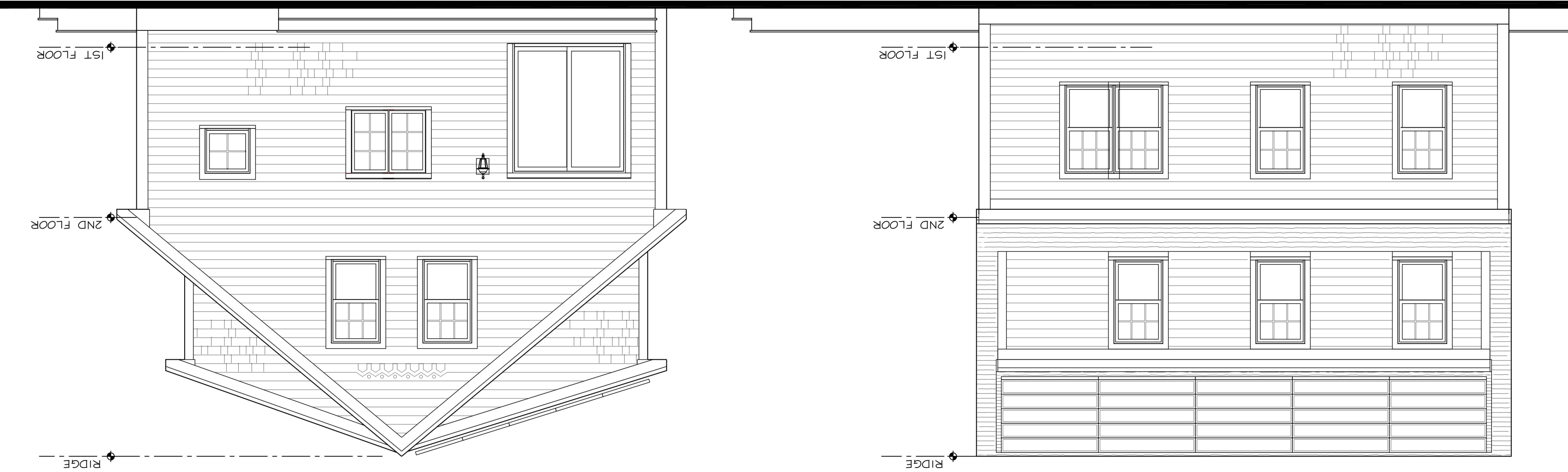
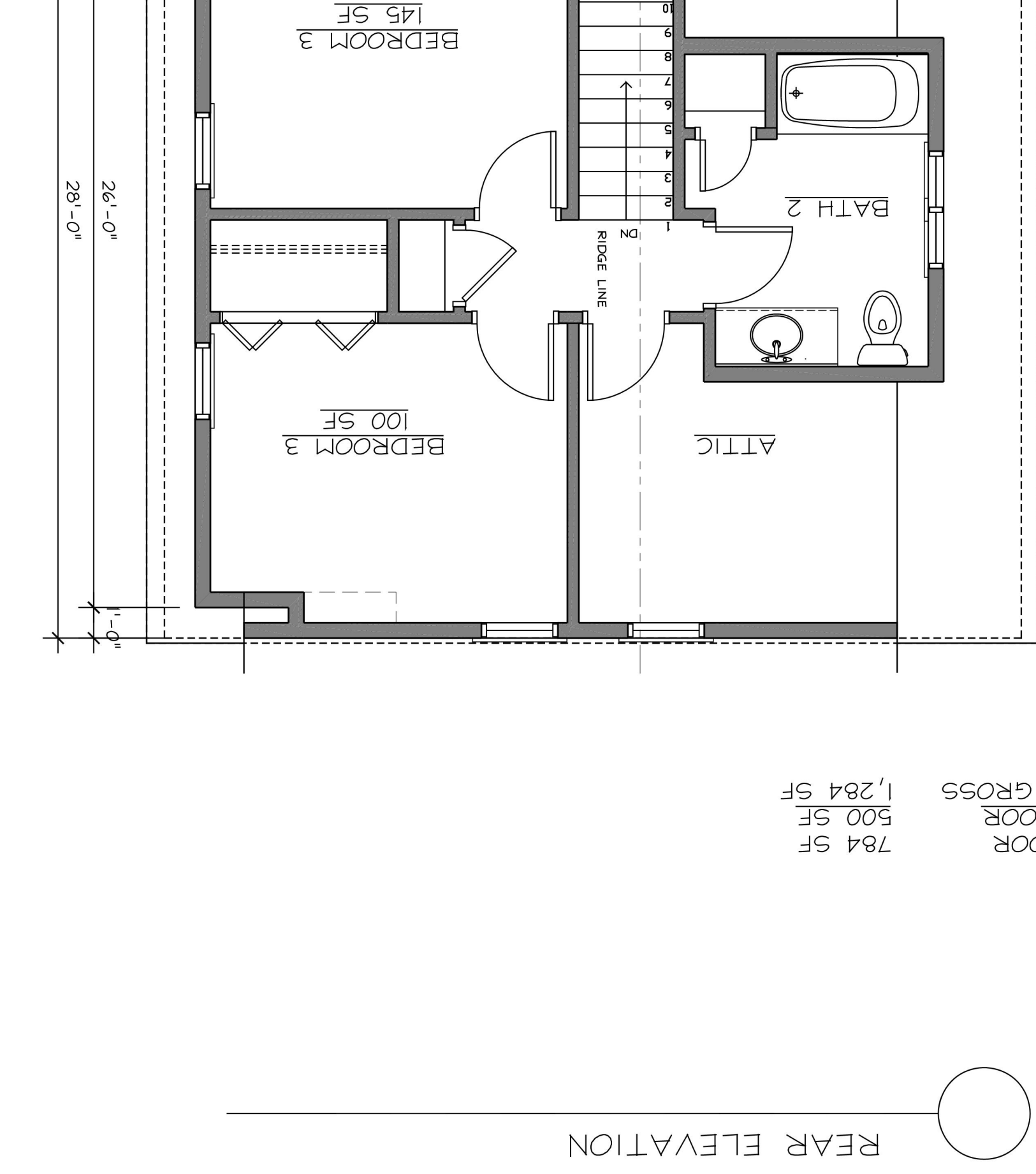
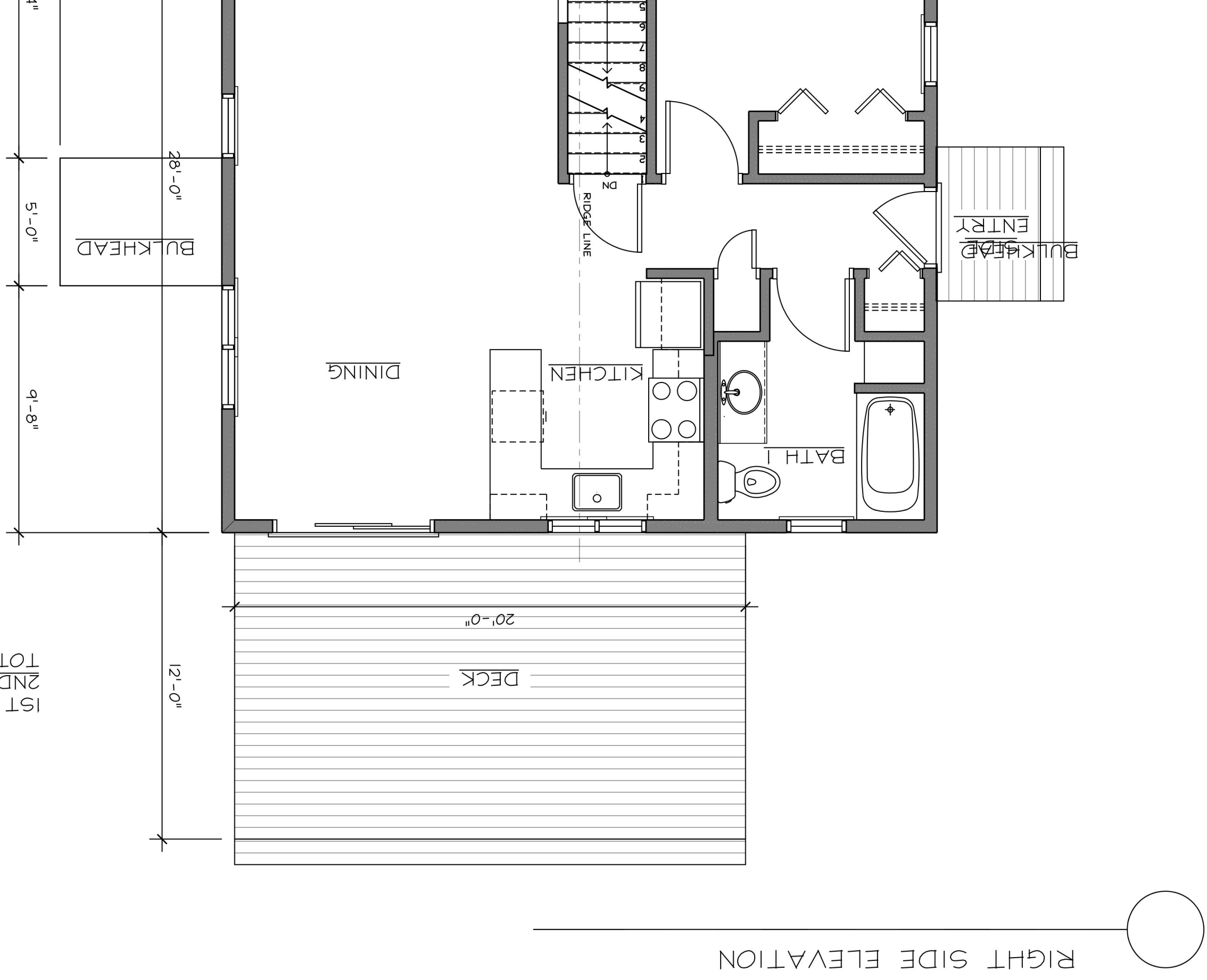
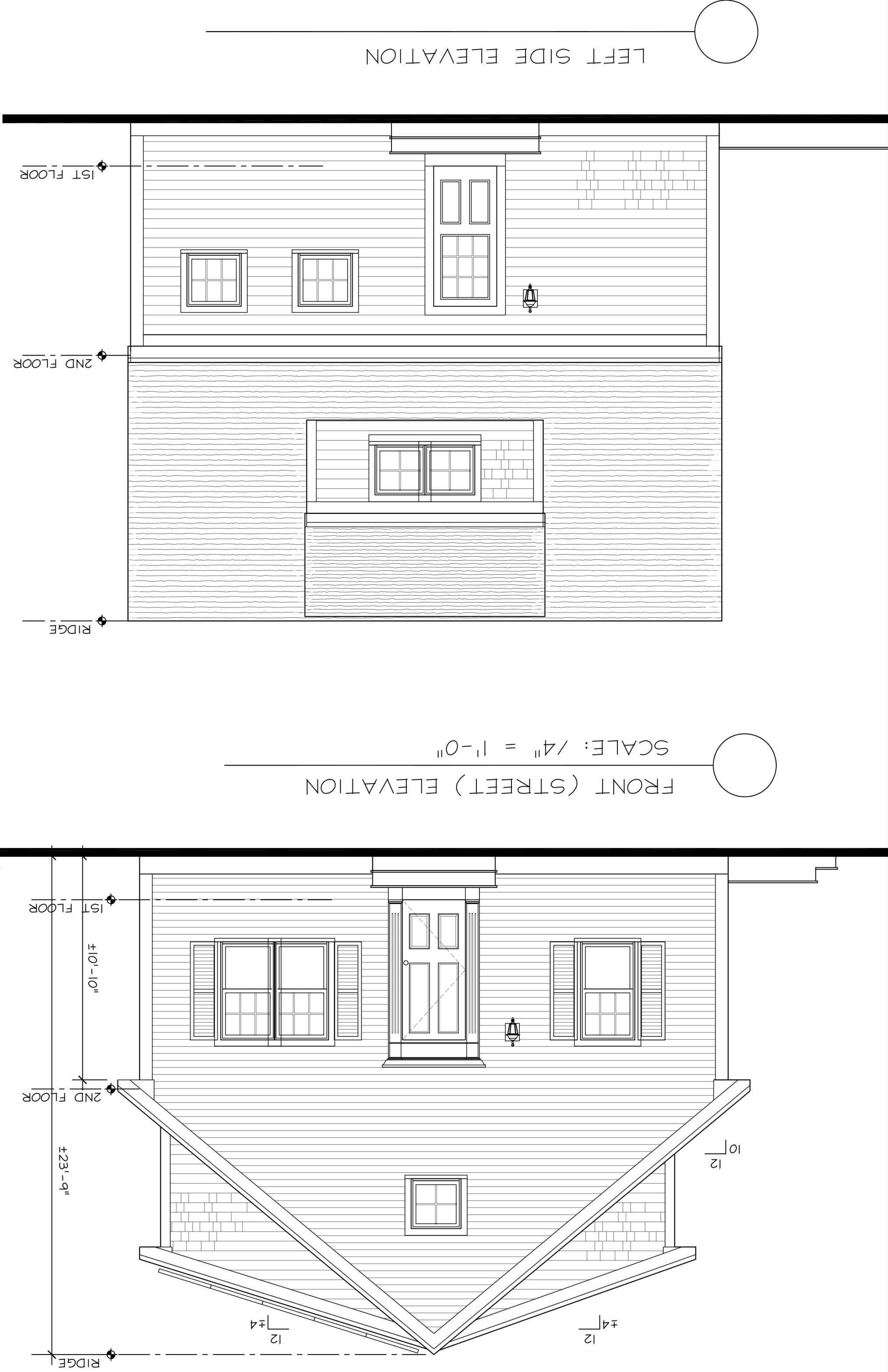
DRAWN BY:

PROJECT #:

PROJECT NO.

DRAWING NO.:

A-3



STAMP:

DATE ISSUED: 06/22/2015

REVISIONS:

DRAWN BY:

PROJECT #:

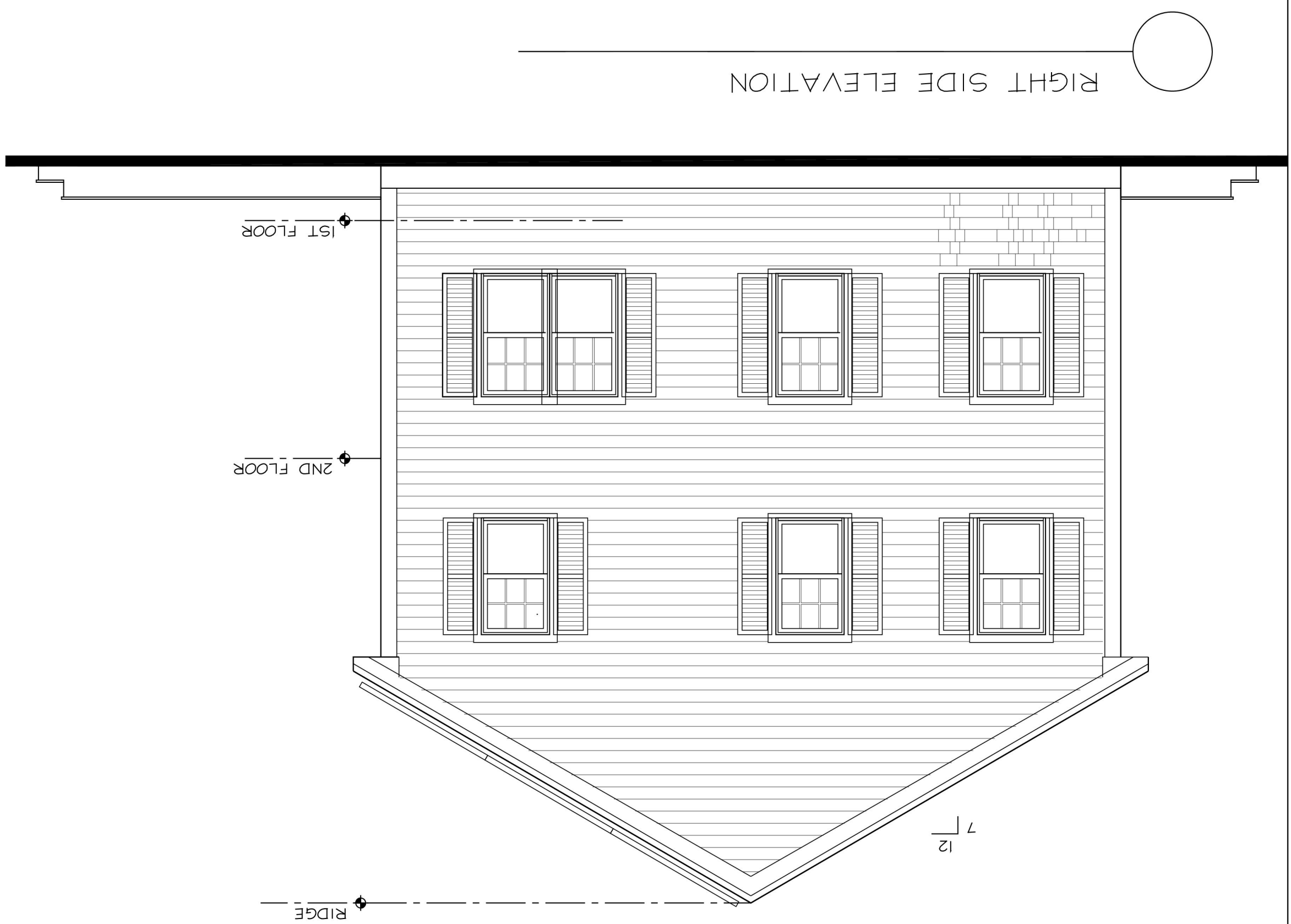
DRAWING NO.:

TITLE:

3 BR CAPE
TYPE B
HOUSE PLANS
AND
ELEVATIONS

HABITAT FOR HUMANITY
BREWSTER TUBMAN NEIGHBORHOOD
TUBMAN ROAD
BREWSTER, MA

BROWN LINDQUIST FENUCCIO & RABER
ARCHITECTS, INC.
203 WILLOW STREET, SUITE A
VERMONT, MA 05675
PH 508-542-8382
FAX 508-542-2828
WWW.BROWNARCHITECTS.COM

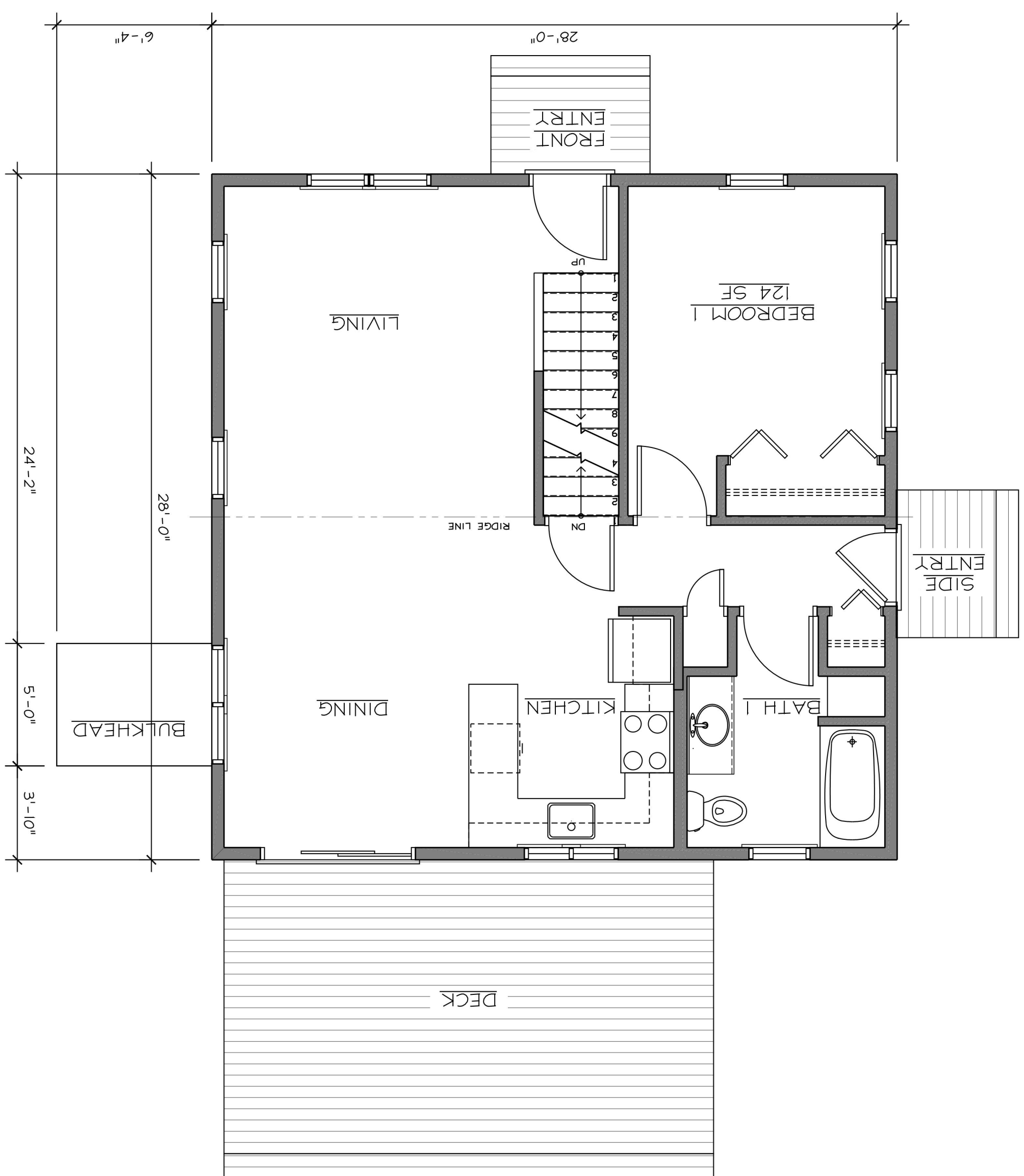


RIGHT SIDE ELEVATION

SCALE: $1/4" = 1'-0"$



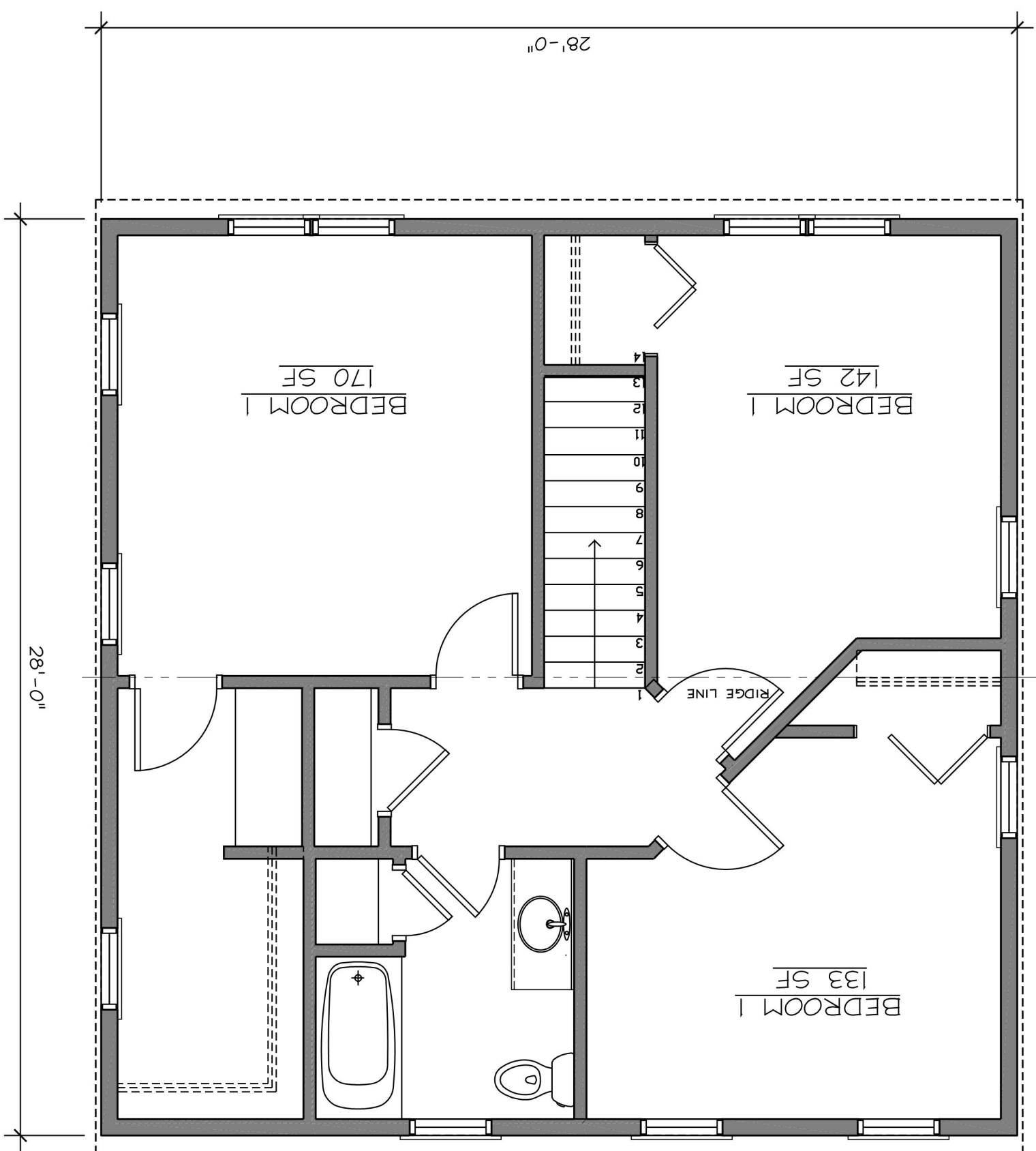
FRONT (STREET) ELEVATION



RIGHT SIDE ELEVATION

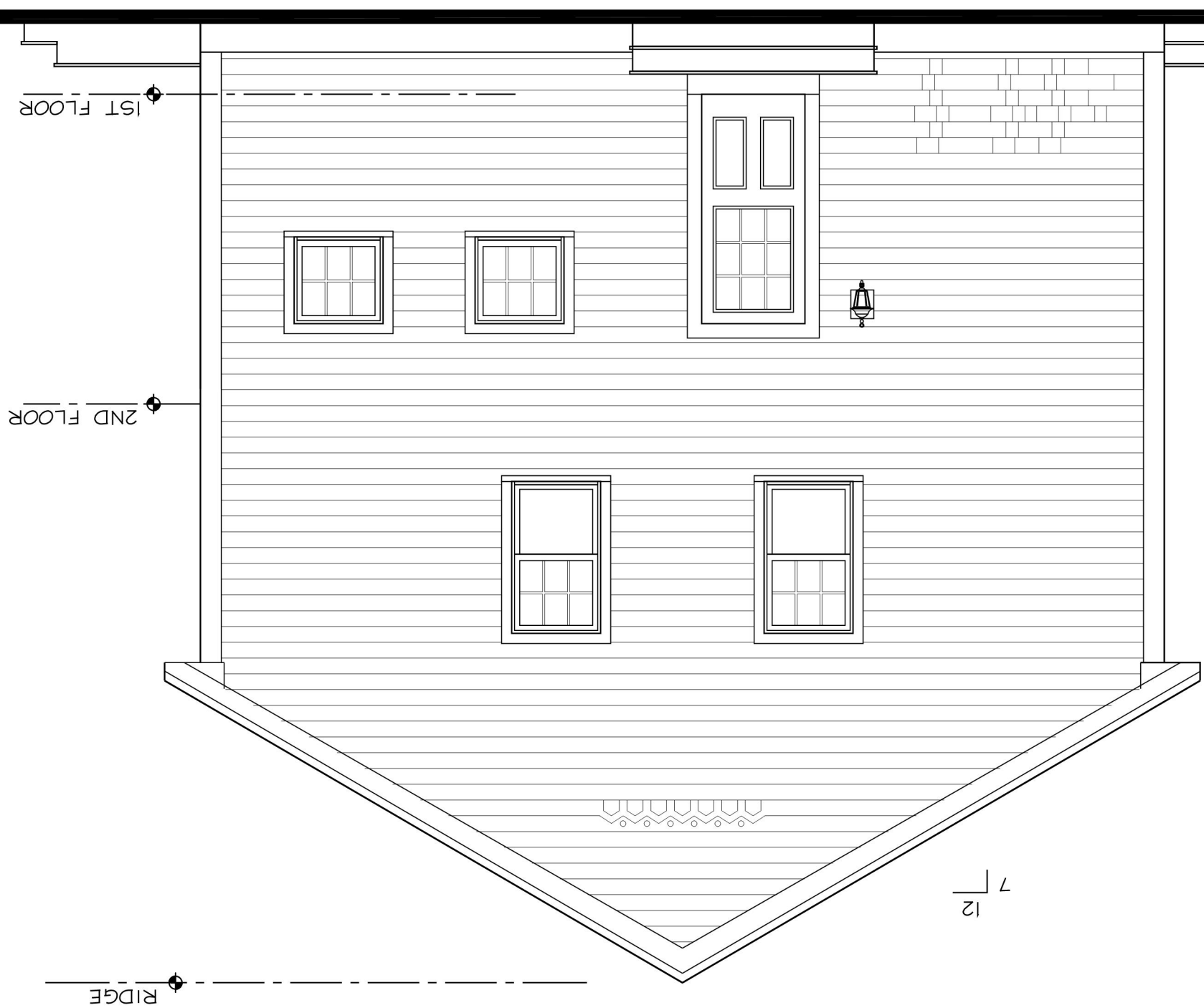
FIRST FLOOR PLAN - 4 BR COLONIAL

SCALE: 1/4" = 1'-0"



SECOND FLOOR PLAN

1ST FLOOR	784 SF
2ND FLOOR	784 SF
TOTAL GROSS	<u>1,568 SF</u>



RIGHT SIDE ELEVATION



REAR ELEVATION

DATE ISSUED:	06/22/2014
REVISIONS:	
DRAWN BY:	
PROJECT #:	
DRAWING NO.:	
A-5	

TITLE: 4 BR COLONIAL
HOUSE PLANS
AND
ELEVATIONS

HABITAT FOR HUMANITY
BREWSTER TUBMAN NEIGHBORHOOD
TUBMAN ROAD
BREWSTER, MA



BROWN LINDQUIST FENUCCIO & RABER
ARCHITECTS, INC.

203 WILLOW STREET, SUITE A
YARMOUTHPORT, MA 02675
WWW.CAFARCHITECTS.COM
PH 508-362-8382
FAX 508-362-2828

PH 508-362-8382
FAX 508-362-2828

STAMP:

EXHIBIT B

Phase II Private Fundraising to Date

SOURCE	AMOUNT
First Parish Brewster	\$ 48,000.00
Private Donor #1	\$ 50,000.00
Heintzelman Foundation	\$ 50,000.00
Private Donor #2	\$ 50,000.00
BREWSTER PH II PRIVATE FUNDRAISING	\$ 198,000.00

Phase I Private Fundraising

SOURCE	AMOUNT
C & I United Way	\$ 8,000.00
Elizabeth Anton Fund	\$ 8,900.00
Bank of American Fdtn	\$ 10,000.00
Bennett Foundation	\$ 10,000.00
Private Donor #1	\$ 50,000.00
Charlesbank Homes	\$ 50,000.00
Brewster Baptist Church	\$ 55,100.00
Brewster Faith Build	\$ 65,564.00
BREWSTER PH I PRIVATE FUNDRAISING	\$ 257,564.00

Developer Experience and Development Team



Habitat for Humanity of Cape Cod works in partnership with families in need to build homes, hope, lives and community.

OUR HOMES:

Habitat for Humanity of Cape Cod has built 127 homes throughout the Cape Cod region since our founding as an affiliate of Habitat for Humanity International in 1988. Currently, we have 16 homes under construction, and 31 plus homes in pre-development, feasibility and permitting

Our Development Team: Habitat for Humanity of Cape Cod has an experienced and committed Development Team. **Warren H. Brodie** heads our legal permitting. Warren has been involved with Habitat since 2003, first as a member of the Land Acquisition Committee, and currently serving on the Board of Directors. Warren has been involved permitting dozens of Habitat projects. For our Brewster project, we are fortunate to have the engineering firm **J.M. O'Reilly Engineering**, with their breadth and depth of services and experience. We are also proud to work with **Brown, Lindquist, Fenuccio & Raber Architects, Inc.**.

Our Construction Team: Habitat for Humanity of Cape Cod relies on the skills and passion of over **600 volunteers**. On any given job site, anywhere from 130-260 different volunteers will give of their time and resources to help build the homes and ensure our success. We have volunteers with specialized skills or licenses, others with decades of experience working with their hands, and we also have volunteers who have never worked with tools before. All are welcome! We have active volunteers in their nineties and volunteers as young as six (while construction volunteers must be at least 16 years old, we have woodworking and other projects appropriate for youth groups). Some volunteers work a single 7-hour shift, others put in 700 hours over the course of a multi-home project. Volunteers come from the Cape and beyond, from all walks of life, and bring a variety of perspectives. They all share a simple passion: the desire to make a difference for working families on Cape Cod and doing so while working side by side with their neighbors.

Habitat also relies on **Bob Ryley** as our **Director of Construction**. Bob has forty plus years experience as a general contractor and sub-contractor in wood frame, has worked throughout the Cape and Islands, and has made training and instruction a particular focus. Bob was a member of the Habitat Board from 2006 to 2010, and volunteered as a Crew Leader, an Instructor, and on a Youth United home. Bob is a member of the Green Building Council and has been a driving force behind Habitat's efforts to reach Net Zero.

Habitat is led by **Executive Director Vicki Goldsmith**, who brings over three decades of Cape Cod affordable housing experience to the team, and is well respected throughout the region. Habitat also has a strong staff that supports the breadth and depth of programs that make up the Habitat experience.

Habitat for Humanity of Cape Cod, Board of Directors

The Board is made up of dedicated individuals from many fields, including construction, real estate, social services, finance, and faith leadership. Their collective expertise helps guide our programs, informs our strategic direction, and assesses the effectiveness of our organization. These men and women lead us in our mission to build homes, hope, lives, and community.

Nancy Smith

President - Nancy has spent 40 years as a consultant to the food ingredient industry, 22 of those years at Arthur D. Little, Inc., where she was Vice President and managing director of the company's international consulting practice to the food, beverage and food ingredient industries. Currently, she is a partner of TFG (formerly The Food Group) a boutique consulting firm focused on the food ingredient industry. Her consulting activities focus on helping clients understand the critical interfaces among technology investment, business strategy and market opportunities. Nancy was a member of the Habitat for Humanity of Cape Cod's 25th gala event committee and has been a volunteer in the Habitat office helping in resource development. She splits her time between her homes in West Yarmouth and Waltham.

Charles Orr

Vice President- Charles is a Registered Architect with Hutker Architect in Falmouth with over 25 years of architectural experience, and serves as Principal and Senior Project Designer of the Falmouth Office. Charles has served for several years on HHCC's Land Acquisition Committee and together, with staff at Hutker Architect, are the designers of the 2013 Namskaket Road homes in Orleans. Charles says "My aspiration for Habitat is to create such wonderful homes that communities will be approaching Habitat to have them in their neighborhoods!" Charles lives in Falmouth.

Linda Cebula

Treasurer - After attaining her license as a CPA, and having spent many years in the corporate world in major retailers, Linda started consulting with small businesses and individuals. Her practice includes financial management and administration, tax and audit preparation. Upon relocating to the Cape, she has served on the Habitat Finance Committee for the past 3 years and has been a construction volunteer for many years. In addition to Habitat, her community involvement includes: Harwich Board of Selectmen, Chatham Historical Society (Trustee and Treasurer), and Cape Women's Coalition (Co-Chair). She lives in Harwich Port with her husband, Robert MacCready, and their cats.

Debra Anderson

Clerk – Deb is an Assistant Vice President of Cape Cod Five Cents Savings Bank, working in their Trust and Asset Management Group as an Estate Officer. Deb has over forty years of financial and banking experience with Cape Cod Five and other financial institutions. She has been involved with Habitat for Humanity for many years, working not only on the first women's build in Harwich, but has also been involved in some capacity with other builds, working on the Credit Review Committee, and she is currently running the Financial Workshops and budget meetings for new homeowners with another Cape Cod Five volunteer. Deb was first introduced to the Habitat organization through her church, Dennis Union, who covenants with Habitat on an annual basis. Deb resides in the Town of Dennis with her husband, Gary. She enjoys traveling and spending time with her large family, children and two grandchildren.

Peter Kimball

Clerk - Peter is president of AP Kimball Construction based in Yarmouth Port. He has more than 10 years of residential construction management and 30 years of business experience. Peter was team leader for Blitz Build 2013 in Orleans, where the Homebuilders and Remodelers Association of Cape Cod (HBRACC) built a Habitat home in one week. He currently serves on the Town of Yarmouth Old Kings Highway Historic Committee as well as President-Elect of HBRACC. Peter resides in Yarmouth Port with his wife and business partner, Angela.

Frank Almeida

Frank recently retired from 39 years of Federal Government service as a Fisheries Biologist and Administrator. For the past 10 years he was Director of the NOAA Fisheries science lab in Woods Hole, MA and Deputy Director of facilities in 6 northeastern states. Frank became active with Habitat as a construction volunteer on our 75th house in Orleans during 2011-2012. He has quickly become a valued regular on our sites and has chalked up many hours at the build sites. Frank lives in Falmouth.

Warren Brodie

Warren is the principal of Law Offices of Warren H. Brodie, P.C., a law firm with offices in Wellesley and Mashpee. Warren has been involved with Habitat since 2003 as a member of the Land Acquisition Committee, which seeks developable land and assist in obtaining all permits necessary for the construction of affordable homes. Warren presently chairs the committee, and has been involved in over 30 Habitat homes. Warren has also been active on builds, and he participated in Habitat's 2006 trip to the gulf region in the wake of Hurricane Katrina. Warren lives in Waquoit, MA.

Linda Jean

Linda spent 32 years in civil service employment with multiple federal agencies. Prior to retirement she was the Executive Director of the Enterprise Acquisition Division at Hanscom Air Force Base. She was responsible for the cost, schedule and performance management of contracts valued in excess of \$12B worldwide. In 2008, after retirement, Linda established Seaview Consulting providing services to DOD and civilian contractors in the preparation of proposals and grants. From May 2014 –July 2015 she was the Interim Executive Director of the Yarmouth Chamber of Commerce. She has a Masters of Business Administration and a Bachelor of Science, Criminal Justice – Law Enforcement. Linda lives in West Yarmouth with her husband John Nellenbeck.

Steve Jenney

Steve is CEO and President of Oceanside, Inc. Steve has been involved in the restoration industry for over 25 years. Serving as Director of Operations at Oceanside for over 20 years and having worked previously as an Insurance Adjuster for a local adjustment firm. In 2012, Steve had the opportunity to purchase Oceanside, Inc. Steve holds a Mass. Construction Supervisors license as well as many other certifications. He was born and raised on Cape Cod and attended schools in Yarmouth. He now lives in West Barnstable with his significant other, Eileen Kennedy. He is the proud father of three daughters and two stepsons. Four of our five children have recently graduated from college and the youngest in her junior year at Seton Hall. Steve and Ellen are avid golfers and spend time between the Cape and Myrtle Beach when the weather changes. Oceanside is proud to be a supporter of many charitable organizations on the Cape including Cape Kids Meals, Community Connections, Cape Cod Military Foundation and the Sandwich Food Pantry to name a few.

Kathleen Nagle

Kathleen is a top producing Real Estate Agent with Kinlin Grover working out of their Wellfleet office. She specializes in representing clients who want to purchase single-family homes or income/investment property on the Outer Cape. Prior to moving to the Cape she worked for the Nine West Group at their corporate headquarters in Stamford, CT . When Kathleen moved to the Cape in 2000 she was introduced to Habitat by working on a build site in Orleans as well as in Chatham. From there she served on the

Family Selection Committee, and then as a Family Partner in Eastham and Wellfleet. Kathleen lives in Wellfleet.

Sue Partridge

Sue is an HR professional with over 25 years of experience. She is Director of Human Resources for Convention Data Services in Bourne, MA, where she's been for 10+ years. She's also held HR leadership positions in healthcare and human services, and began her career in banking and manufacturing. Sue is active with the Cape Cod Human Resources Association, currently serving as VP/Program Chair. She also serves on the SHRM MA State Council. Sue earned her BA from Bridgewater State University and holds SPHR and SHRM-SCP designations. She grew up in Norwood, MA, spent much of her adult life in the Wrentham and Plainville areas, moving to the Cape 11 years ago, when the nest emptied. Sue and her husband Brad live in West Barnstable with their 13 year old Bichon Frise. They are very lucky to have 2 sons, 2 daughters-in-law and a precious granddaughter who they love to spend time with. Sue also enjoys the beach, yoga, reading and all the other good things life on the Cape can offer.

Wil Rhymer

Past President - Wil is an Assistant Vice-President of Cape Cod Five Cents Savings, and the Wellfleet Branch Manager. In addition to his banking and finance expertise, he brings us his broad connections in the community, his experience and expertise with non-profit organizations and his enthusiasm for our mission and work. About his work with Habitat, Wil says, "It makes me smile when I see the smiles on the faces of families helped by Habitat who otherwise would not be able to own their own home. I hope to continue to play a part in bringing more smiles to Habitat families." Wil lives in Brewster.

Jill Scalise

Jill has been helping to reduce homelessness, professionally and on a volunteer basis, for 25 years. She has a Masters of Social Service with a concentration in Advocacy, Planning and Program Development. Since 2004 she has worked for the Cape Cod Council of Churches as the Director of Case Management and Hospitality Housing, where she helps those seeking housing and provides support services to those now in housing. "I believe my experience will be helpful in understanding both the needs of, and resources for, families moving into Habitat homes." Jill lives in Brewster.

Rev. Dr. John Terry

John serves as pastor of the Federated Church of Hyannis. He previously served churches in New Hampshire, Georgia, New York City and Cleveland. He is currently co-chair of the Board of Champ House (a safe and nurturing campus for homeless youth and adults). John lives in Hyannis.

Father Joe Towle

Joe is a retired Catholic Priest who has always been dedicated to working with people on the margin, whether in Latin America or in the United States. He is an active volunteer with both the Family Pantry of Cape Cod in Harwich and Habitat for Humanity, where he is a regular on the construction sites. Joe says, "I look upon construction with Habitat as an undoing of some of the destruction in the world." Joe lives in Harwich Port.

Ron Winner

Ron has almost 40 years of experience in the lumber and building materials industry, selling to builders and architects. He joined Shepley Wood Products in 1989 as their first outside lumber salesman. He has worked on Habitat builds in the past and looks forward to more hands-on building. Ron hopes "to work to help Habitat continue the great work it is already doing." Ron lives in Hyannis.

Previous and Current Habitat Affordable Housing Developments

Current and Recent Projects							
Project Name	Address	Housing Type	No. of Units	Total Dev Cost	Subsidy Program	Date Complete	Reference (Town Adm)
River Road	Barnstable	Single Family Ownership	4	\$1,584,327	DHCD 40B	Under Const	Mark Ellis 508-862-4610
143 Route 6	Truro	Single Family Ownership	3	\$1,279,919	DHCD 40B	Under Const	Rae Ann Palmer 508-349-7004
Paul Hush Way	Brewster Phase I	Single Family Ownership	6	\$5,525,954	DHCD 40B	Under Const	Michael Embury 508-896-3701
So Yar Rd & Janall Dr	Dennis	Single Family Ownership	3	\$844,347	DHCD 40B	Under Const	Elizabeth Sullivan 508-760-6148
Orchard & Quinaquisset	Mashpee	Single Family Ownership	2	\$593,849	DHCD 40B	Under Const.	Rodney Collins 508-539-1400
Old Stage Rd	Barnstable	Single Family Ownership	2	\$437,469	DHCD 40B	8/2016	Tom Lynch 508-862-4610
Rabbit Run	Eastham	Single Family Ownership	1	\$215,336	DHCD LAU	6/2016	Sheila Vanderhoef 508-240-5900
Virginia Street	Yarmouth	Single Family Ownership	6	\$1,394,278	DHCD 40B	Under Const.	William Hinchey 508-398-2231
Main Street	Chatham	Single Family Ownership	4	\$859,411	DHCD 40B	Under Const.	Jill Goldsmith 508-945-5105
Oak Street	Harwich	Single Family Ownership	7	\$1,389,121	DHCD 40B	7/2016	Christopher Clark 508-430-7513
Sesame Street	Barnstable	Single Family Ownership	2	\$486,148	DHCD 40B	7/2015	Tom Lynch 508-862-4610
Glenwood	Falmouth	Duplex Ownership	2	\$306,000	DHCD 40B	1/2015	Heather Harper 508-548-7611
Bevan Way	Orleans	Single Family Ownership	6	\$1,602,740	DHCD 40B	9/2015	John Kelly 508-240-3700
Ginger Lane	Barnstable	Single Family Ownership	1	\$160,232	LIP/LAU	5/2014	Tom Lynch 508-862-4610
Park Place	Mashpee	Single Family Ownership	2	\$266,000	DHCD 40B	4/2014	Joyce Mason 508-539-1400
Yellow Brick Road	Truro	Single Family Ownership	1	\$133,000	LIP/LAU	7/2013.	Charleen Greenhalgh 508-349-7004
Sandy Meadow	Eastham	Single Family Ownership	2	\$266,000	LIP/LAU	4/2013	Sheila Vanderhoef 508-240-5900
Russell Road	Mashpee	Single Family Ownership	1	\$133,000	DHCD 40B	4/2013	Joyce Mason 508-539-1400

Habitat for Humanity Cape Cod - Marketing and Lottery Information

MARKETING PLAN FOR HOMEOWNERSHIP APPLICANTS

Time period: Application deadline shall be at least 60 days from the announcement of availability of applications. Marketing for these homes is scheduled so that purchasers are selected in time to participate, alongside volunteers, in the building of their homes.

Notice of application availability and public workshops:

- Notice of application availability and public information workshops sent to all persons who have requested information about our application process in the last 12 months
- Notices sent to area newspapers: The Cape Cod Times (regional paper), and any other weekly or daily serving the Town where the new homes will be located.
- Two advertisements in regional newspaper (Cape Cod Times) and local newspaper (Provincetown Banner)
- Public Service Announcements to local radio stations and local access cable TV
- Notices and fliers sent to Local Town Hall, Libraries and local Chamber of Commerce
- Notices and fliers sent to churches in the Town and surrounding Towns
- Notices and fliers sent to area housing and social service agencies, and organizations serving the Cape's minority population, including:

Multi-Cultural Development Committee of Cape Cod Community College

NAACP

Housing Assistance Corporation — Cape Home Ownership Center

Cape Cod Child Development (Head Start Programs)

Cape Cod Council of Churches

Community Action Council

Area Housing Authorities

Area Town Halls

Additional service and charitable agencies serving low-income as may be identified

- Posting, as required on MAHA and CHAPA websites, Massachusetts Housing Authority (MAHA) website: <http://www.massaffordablehomes.org/default.aspx> and the Citizen's Housing and Planning Association: <http://www.chapa.org/>.
- Fliers distributed through the town's Elementary and Middle Public Schools, as allowed by the Superintendent
- At least two public information sessions are held in the town to inform and assist potential applicants
- Applications will be available at one accessible Town location as well as from Habitat's office.

LOTTERY PLAN

The lottery process will conform to standards consistent with the requirements of the Department of Housing and Community Development's (DHCD) Local Initiative Program (LIP).

Habitat will pre-qualify candidates according to its established criteria and then conduct the lottery, which will not be public, but which will be monitored by a representative of Housing Assistance Corporation (HAC) or any alternate monitoring agency as may be designated by DCHD, and acceptable to the Town. Post-lottery, before notification of lottery winners, the eligibility and qualifications of lottery winners will be certified by monitoring agent. HHCC Board of Directors (as Lender) will do final certification of the results.

Local preference: If approved by DCHD there will be local preference pool for the lottery for up to 70% of the homes. The definition of local resident will be in conformance with DHCD's Affirmative Fair Marketing Plan and will include households currently living in Town, households with a member employed by a local business or the municipality or school district, or with a household member attending public school in the Town. In conformance with DCHD standards, no more than 70% of the units for this project may receive a local preference. The applicant pool for the remaining home shall be OPEN meaning there will be no local preference in the application selection for homes in this pool. Per previous agreement with DHCD, for all homes, eligible qualified applicants who live or work in the 15-Town service area (Barnstable County) of Habitat for Humanity of Cape Cod shall receive a preference over those who do not.

Household size/bedroom size: There will be a preference system within the selection process for households that will utilize all bedrooms of their home, with at least one person to a bedroom, with couples presumed to share a bedroom unless medical documentation is presented to demonstrate a true need for separate bedrooms. If there is no household of number/composition to fill all bedrooms, the earliest selection in the lottery of the size household that would fill all but one, will be given the opportunity to select a larger house size, and so on.

The Commonwealth of Massachusetts
TOWN OF BREWSTER

BOARD OF APPEALS
NOTICE OF VARIANCE/SPECIAL PERMIT
Conditional or limited Variance or Special Permit
(General Laws Chapter 40A, Section 17 as amended)

Notice is hereby given that a Conditional or Limited Variance or Special Permit has been granted

To Habitat for Humanity

Owner or Petitioner

Address 0 Tubman Road

City or Town Brewster, MA 02631

Map 65 Lot 74 Identify Land Affected Brewster

by the Town of Brewster, Massachusetts, Board of Appeals, affecting the rights of

the owner(s) with respect to the use of the premises at 0 Tubman Road

the recorded title standing in the name of Habitat for Humanity

whose address is 0 Tubman Road Brewster MA 02631
street town State

by a deed duly recorded in the Barnstable County Registry of Deeds in **Book 28445 Page 190**

Registry District of the Land Court Certificate No. Land Ct. # Plan #

The decision of said Board is on file with the papers in Decision or Case No. 15-31

in the office of the Town Clerk, Brewster, MA 02631

City

Certified this 8 day of March 2016.

Board of Appeals:

Philip Jackson

Chairman

Marilyn Mooers

Clerk

 2015, at o'clock and minutes/ M.

Received and entered with the Register of Deeds in the County of

Book Page

Attest:

Register of Deeds

Notice to be recorded by Land Owner/Authorized Representative

ZBA 09-10-13

**ZONING BOARD OF APPEALS OF THE TOWN OF BREWSTER
DECISION ON THE APPLICATION OF
HABITAT FOR HUMANITY OF CAPE COD, INC.
FOR A COMPREHENSIVE PERMIT**

I. BACKGROUND

1. On November 10, 2015, Habitat for Humanity of Cape Cod, Inc., (the “Applicant”) submitted a comprehensive permit application to construct a subdivision consisting of fourteen (14) single-family houses on approximately 13.92 acres of land located on a portion of the property located at 620 Tubman Road, Brewster, Massachusetts (the “Site” or the “Property”).
2. The Zoning Board of Appeals (“Board”) opened the public hearing on December 8, 2015. Additional sessions of the public hearing were held on January 5, 2015 and February 2, 2015. The Board closed the public hearing on February 2, 2016. The Board voted to grant this Comprehensive Permit, with conditions, on February 9, 2016.
3. The Site is located in the Residential Medium Density (R-M) Zoning District. The Site does not contain wetland resource areas or buffer zones to wetland resource areas.
4. The Site has frontage on Tubman Road. The Applicant proposes to construct a subdivision roadway to serve as access for the lots in the Project. The Site is the former location of the Bassett Wild Animal Farm. Nearby land uses are predominantly residential. The Site will be served by individual septic systems and municipal water.
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, as well as from the Cape Cod Commission. Paul Haverty from Blatman, Bobrowski, Mead and Talermin, LLC served as the Board’s Chapter 40B consultant, pursuant to the Massachusetts Housing Partnership Technical Assistance Program.
6. Sitting for the Board and present for the public hearing process were Chairman Philip Jackson, Bruce MacGregor, Brian Harrison, John Nixon, and Leslie Erikson.
7. Exhibit A contains a list of documents the Board received during the public hearing process.

II. GOVERNING LAW

8. The law governing this application is the Comprehensive Permit Law, Massachusetts General Laws, Chapter 40B, §§ 20-23 (the "Act" or "Chapter 40B"), and the regulations promulgated by the Department of Housing and Community Development ("DHCD"), 760 CMR 56.00 et seq. (the "Regulations").
9. 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.
10. DHCD's Regulations expand the definition of what constitutes satisfaction of the statute to include regulatory safe harbors contained at 760 CMR 56.03(4) through 56.03(7).
11. 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.

III. FINDINGS:

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

12. The Applicant has complied with all rules and regulations of the Town of Brewster as they pertain to the application for a Comprehensive Permit, or to the extent that the Applicant has not fully complied with the rules and regulations regarding submittal requirements, the Board finds that the requirements will be met as part of the submittal of Final Plans and the Definitive Subdivision Plans.
13. 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 non-profit entity, as it is an entity under the umbrella of Habitat for Humanity International, Inc., a Section 501(c)(3) non-profit entity. The Applicant has submitted a letter from the Internal Revenue Service confirming its non-profit status.

- (b) The Applicant received a written determination of Project Eligibility from the Department of Housing and Community Development dated October 13, 2015, a copy of which was provided to the Board with the original application.
 - (c) By including with its application a copy of its Deed, recorded with the Barnstable County Registry of Deeds in Book 28445, at Book 190, the Applicant has shown evidence of site control sufficient to qualify as an applicant for a Comprehensive Permit.
 - (d) The Applicant will execute a Regulatory Agreement in accordance with Chapter 40B and the regulations and guidelines adopted thereunder by DHCD.
14. The Town of Brewster 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, according to the most-recently published Subsidized Housing Inventory (SHI) dated December 5, 2014, the number of low or moderate income housing units in the Town of Brewster constituted 5.1% of the total year-round units in the Town. 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).
 - (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 Brewster 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 Brewster had an approved Housing Production Plan pursuant to 760 CMR 56.03(4), but said plan expired in 2014.
 - (e) The Town of Brewster 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).
15. 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.

16. The Board finds that the conditions imposed in Section V of this Decision are necessary in order to address Local Concerns. The Board finds that such conditions will not render the project uneconomic. To the extent that such conditions may render the project uneconomic (as defined in 760 CMR 56.02), the Board finds that the Local Concerns outweigh the potential benefits of the proposed affordable units.
17. 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.
18. The Board finds that construction of a fourteen (14) lot single-family residential subdivision at the Property will be consistent with local needs.

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 non-profit entity, Habitat for Humanity of Cape Cod, Inc. The site is defined as that property containing approximately 13.92 acres of land constituting a portion of the property located at 620 Tubman Road, Brewster, Massachusetts. 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"). Changes to the location of the structures shown on the Site Plans which do not increase dimensional waivers by more than five percent (5%) of the required dimensional requirement (e.g. a waiver from the forty foot (40') front setback that does not increase the required waiver by more than two feet (2')), shall be considered insubstantial changes pursuant to 760 CMR 56.05(11), and shall be allowed upon submittal of as-built plans depicting

the revised location. Additional revisions of locations of structures which do not require additional waivers shall also be allowed as insubstantial changes pursuant to 760 CMR 56.05(11). 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:

- i. Site Plan titled "Comprehensive Permit Plans, Tubman Road, Brewster, MA" prepared for Habitat for Humanity of Cape Cod, Inc. by J. M. O'Reilly and Associates, Inc. dated 11/5/15 and revised 01/08/16 (one sheet).
- ii. "Habitat for Humanity, Brewster Tubman Neighborhood, Brewster MA, prepared for Habitat for Humanity of Cape Cod, Inc. by Brown Lindquist Fenuccio & Raber, Architects, Inc. dated 04/15/2015 including Sheets A1 through A5"
- iii. Landscaping Plans titled Habitat for Humanity – Brewster, MA Oak Street Project, prepared by Studio 815 Landscape Architecture, undated.

- A.3 The Applicant shall be a Non-Profit Entity as required by Chapter 40B and it and its successors and assigns, shall comply with all applicable requirements of Chapter 40B and the regulations adopted thereunder.
- A.4 The Project shall consist of not more than fourteen (14) single family houses located on fourteen (14) house lots, and other related residential amenities, all as shown on the Approved Plans. All of the units are proposed as affordable units.
- A.5 There shall be a minimum of two (2) parking spaces per house lot.
- A.6 All residential units approved under this Comprehensive Permit shall be single-family homeownership units, subject to a Homeowner's Association.
- A.7 Pursuant to the Waiver List voted upon by the Board at the January 5, 2016 hearing, the Applicant has requested, and the Board has granted, waivers from the Brewster Zoning Bylaw and other local by-laws and regulations as specified in Exhibit A hereto. No waivers are granted from requirements that are beyond the purview of G.L. c. 40B, §§20-23. No waivers are granted from permit or inspection fees. 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 (except as discussed above in A.2), 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.8 The Applicant shall comply with all local regulations of the Town of Brewster and its boards, commissions, and departments unless specifically waived herein or as otherwise addressed in these conditions.
- A.9 The Applicant shall copy the Board 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.
- A.10 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.
- A.11 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.
- A.12 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.13 The sidewalks, driveways, roads, utilities, drainage systems, and all other infrastructure shown on the Approved Plans as serving the Project shall remain private until such time, if ever, the Project roadways are accepted by the Town of Brewster as public ways, and the Town of Brewster shall not have, so long as the roadway remains private, any legal responsibility for the operation or maintenance of the infrastructure, including but not limited to snow removal and landscape maintenance. Nothing stated above shall prevent the Applicant, its successors and assigns from petitioning the Town of Brewster to accept the roadway in the future.
- A.14 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 fourteen (14) houses in the Project shall be low- or moderate-income units, meaning they shall be sold to households whose income is no more than eighty

percent (80%) of the area median income, as determined by the United States Department of Housing and Urban Development ("HUD") and DHCD.

- B.2 Upon completion of the Project and in perpetuity, all fourteen (14) houses shall meet the criteria for inclusion in DHCD's "Subsidized Housing Inventory" (SHI).
- B.3 The Applicant shall obtain approval by the Subsidizing Agency of an affirmative fair housing marketing plan prior to the sale of any units, and shall ensure that the Project complies with the Subsidizing Agency's fair housing requirements.
- B.4 At the approval of the applicable subsidy program, the maximum number of affordable units allowed by law and applicable subsidy program, but no more than seventy (70%) percent of the units, shall be reserved for current residents of the Town of Brewster, municipal employees of the town of Brewster, employees of businesses located in the Town of Brewster and households with children attending Brewster's schools. A lottery shall be established in a form approved by the Subsidizing Agency and/or the Project's monitoring agent to effectuate this local preference, with an approved secondary lottery for all other applicants. The Applicant shall assist the Town in the submittal of any evidence required by the Subsidizing Agency to support this local preference requirement.

C. Submission Requirements

- C.1 Prior to any construction on the Site, whether or not pursuant to a building permit, the Applicant shall:
 - a. Obtain a National Pollution Discharge Elimination System (NPDES) Permit from the U.S. Environmental Protection Agency (EPA). The Board shall also be provided a copy of the SWPPP submitted along with the NPDES filing.
 - b. Provide the Board with evidence of compliance with pre-blasting activities requirements, if necessary.
 - c. Submit to the Board for review and administrative approval Final Engineering Drawings and Plans ("Final Plans") that conform to the requirements of this Comprehensive Permit and incorporate the conditions herein. 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, and the Registered Landscape Architect of record. The Final Plans shall be submitted to the Board 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").

At a minimum, the Final Plans shall consist of a Definitive Subdivision Plan containing all of the required information from the Brewster Subdivision Rules and Regulations, except as waived herein.

The Final Plans shall address the following additional issues:

- i. Submit to the Building Inspector a construction mitigation plan including, but not limited to, dust control measures, fill delivery schedules, stockpiling areas, and like matters. Other than site work and such other work as may be authorized in writing by the Building Inspector, no other construction of units shall commence and no building permits shall issue under this Comprehensive Permit until the Building Inspector, 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 Building Inspector 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.
- d. Submit to the Board and the Building Inspector a landscaping plan with the Final 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) Prototype planting plans for each building that include shade trees, ornamental trees, shrubs, and groundcovers;
 - (4) Planting details for coniferous and deciduous shade trees, ornamental trees, and shrubs;
 - (5) Planting schedules listing the quantity, size, height, caliper, species, variety, and form of trees, shrubs, and groundcovers;
 - (6) Tree protection and preservation plans; and
 - (7) Construction details.
- All plantings shall consist of non-invasive, drought-tolerant species. Plantings installed along drives and walkways shall also be salt-tolerant.
- e. Obtain from the Brewster Board of Health a Disposal Works Permit pursuant to 310 CMR 15.00 (Title V) for each individual septic system.

- f. Applicant proposes to establish homeowner's associations to maintain and repair all common areas, the project roadway and associated infrastructure, including the stormwater management system. Such documents shall set forth the obligations of the homeowner's association for the operation and maintenance of all such common areas and improvements. Prior to the issuance of any building permits, the Applicant shall provide documents establishing such homeowner's association to the Board for approval as to form and for verification that such documents are in conformance with this decision. The homeowner's association shall adopt rules and regulations and copies shall be provided to the Board.

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

- a. Record this Comprehensive Permit with the Barnstable County Registry of Deeds, at the Applicant's expense, and provide proof of the same to the Building Inspector.
- b. Submit to the Board and the Building Inspector evidence of Final Approval from the Subsidizing Agency (DHCD), as required by the Project Eligibility letter and the Chapter 40B regulations.
- c. Submit to the Board and the Building Inspector a copy of the Regulatory Agreement for the Project. Execution and recording of such Regulatory Agreement shall be complete prior to the issuance of any building permit.
- d. Submit to the Building Inspector final Architectural 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. Submit evidence of a disposal works permit from the Brewster Board of Health pursuant to 310 CMR 15.00 (Title V), for construction of the septic systems for any lot for which a building permit is sought.
- h. Applicant proposes to establish a homeowner's association to maintain and repair all common areas and to maintain and repair the stormwater management system, open space areas and roadways serving the various lots. Such documents shall set forth the obligations of the homeowner's association for the operation and maintenance of all such common areas and improvements. Prior to the issuance of any certificate of occupancy, the Applicant shall provide documents establishing such homeowner's association to the Board for approval by legal counsel as to form and for

verification that such documents are in conformance with this decision.
The homeowner's association shall adopt rules and regulations and copies shall be provided to the Board.

D. Construction Completion; Certificate of Occupancy

- D.1 Prior to issuance of a certificate of occupancy for any lot in the Project, the Applicant shall:
- a. Submit interim engineer's certification of compliance with utilities plan and profiles to the Department of Public Works.
 - b. 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.
 - c. Obtain acceptance from the Building Department and/or Fire Department of testing of all fire protection systems, fire alarm systems, fire sprinkler systems, and local smoke alarms within the dwelling units.
- D.2 Prior to issuance of the final certificate of occupancy, the Applicant shall:
- a. Submit to the Building Department, in digital file format, a final as-built plan showing rim and invert elevations, roadway, and associated construction. The digital file shall include property boundaries, dimensions, easements, rights-of-way, edge of pavement, 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.

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 may be determined.
- E.2 The Applicant shall comply with the blasting guidelines required by applicable Massachusetts state law, rules, and regulations. 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 shall be in accordance with applicable federal and state laws, rules and regulations.

- E.4 The Applicant shall request and obtain permits and approvals from the Brewster Fire Department for fire hydrant locations.
- E.5 All site retaining walls four (4) feet or greater in height shall be designed by a Massachusetts Professional Structural Engineer.
- E.6 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 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.7 Appropriate signage shall be shown on the Final Plans.
- E.8 The location of all utilities, including but not limited to 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. The location of features shown on the approved design including but not limited to fill pipes, vents, bollards, connections between tanks (if applicable) etc., shall be shown on the Final Plans.
- E.9 If natural gas is proposed, gas service locations shall be included on the Final Plans.
- E.10 Any lighting for the Project shall comply with the Town of Brewster's Zoning Bylaw.
- E.11 Utilities, including but not limited to telephone, electric, and cable, shall be located underground.
- E.12 Soil material used as backfill for access drives shall be certified by the Project Engineer to the Building Inspector as meeting design specifications, as applicable.
- E.13 Construction activities shall be conducted between the hours of 7 a.m. and 7p.m., Monday through Saturday. 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.14 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 applicable law. 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.15 No building areas shall be left in an open, unstabilized condition. If construction ceases for a period of more than sixty days, temporary stabilization shall be accomplished by hay bales, hay coverings or matting. Final stabilization shall be accomplished by loaming and seeding exposed areas.
- E.16 All retaining walls shall be constructed in an aesthetic manner, specifically, retaining walls shall avoid the use of exposed concrete to the greatest extent practicable.
- E.17 Snow removal shall be the obligation of the Applicant and its successor Homeowner's Association, until such time, if ever, that the Town agrees to accept responsibility for snow removal.

F. Traffic Safety Conditions

- F.1 The area within the cul-de-sac shall include low profile landscaping along the perimeter (small shrubs, no trees) to facilitate emergency vehicle circulation around the cul-de-sac, as requested by the Brewster Fire Department.

G. Police, Fire, and Emergency Medical Conditions

- G.1 Appropriate sight distance shall be maintained at the intersection of the Project Driveway and Tubman Road. The Applicant shall include language in the Homeowners Association documents requiring necessary maintenance of vegetation to ensure adequate sight distance.

H. Water, Septic, and Utilities

- H.1 The water, septic, and drainage utilities servicing the single-family houses in the Project shall be installed and tested in accordance with applicable Town of Brewster requirements and protocols, except as may be waived herein.
- H.2 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.

I. Other General Conditions

- I.1 The proposed structures shall be constructed in accordance with the approved Site Plans and Architectural Plans. Any changes to the structures prior to initial occupancy (beyond what is permitted pursuant to Condition A.2) must comply with the procedures set forth in 760 CMR 56.05(11). Any changes subsequent to initial occupancy shall be considered a modification of a pre-existing nonconforming structure consistent with the provisions of G. L. c. 40A, § 6 and Article VIII of the Brewster Zoning Bylaws.

- I.2 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.3 The Applicant or the successor Homeowner's Association 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, until such time, if ever, the roadway is accepted by the Town of Brewster.
- 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 more 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 under these conditions; (b) have access to, and inspect, examine and make copies of all of the books and records of the Applicant pertaining to the project; or (c) take such other action at law or in equity as may appear necessary or desirable to enforce these conditions. If the Town brings any claim to enforce these conditions, and the Town finally prevails in such claim, the Applicant shall reimburse the Town for its reasonable attorneys' fees and expenses incurred in connection with such claim.

RECORD OF VOTE

The Board of Appeals voted 5 - 0, at its public meeting on February 9, 2016, to unanimously grant a Comprehensive Permit subject to the above-stated Conditions, with this decision as attested by the signatures below.

Members in favor:

Philip Jackson
Philip Jackson

Bruce MacGregor
Bruce MacGregor

Leslie Erikson
Leslie Erikson

Brian Harrison
Brian Harrison

John Nixon
John Nixon

Dated: February 9, 2016

Filed with the Town Clerk on February 11, 2016.

Collette Williams
Town Clerk

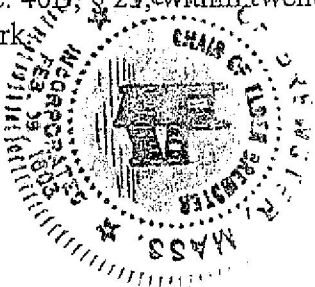
The twenty-day appeal period has lapsed the 8th day of March, 2016

☒ NO appeal has been filed on

 An appeal has been filed on

Collette Williams Town Clerk

Notice: Appeals, if any, by any party other than the Applicant, 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, Brewster, Massachusetts. Any appeal by the Applicant shall be filed with the Housing Appeals Committee pursuant to G. L. c. 40B, s. 23, within twenty (20) days after the filing of this notice in the Office of the Town Clerk.



List of Approved Waivers – Tubman Road Community Housing

WAIVERS REQUESTED:

Habitat for Humanity of Cape Cod, Inc. requests the following waivers from local code and regulations in order to promote the creation of affordable housing.

Zoning, Chapter 179, From the Code of the Town of Brewster

§179-13 Regulations effective in all districts

Waive the provision that no lot in the town of Brewster shall be used for residential building purposes unless there is at least 60,000 square feet of contiguous buildable uplands.

The Board voted unanimously to grant a waiver allowing lots with upland area less than 60,000 square feet, as shown on the Site Development Plans.

§179-15 Applicability of regulations

Waive regulations pertaining to minimum lot area, minimum lot frontage, lot width, front yard and side yard depth as detailed below. Waivers are not needed for rear yard depth, building height, or maximum lot coverage (see below).

Area Regulations / Minimum Required Lots R-M:															
R-M	REQ.	PROVIDED:													
		Lot 1	Lot 2	Lot 3	Lot 4	Lot 5	Lot 6	Lot 7	Lot 8	Lot 9	Lot 10	Lot 11	Lot 12	Lot 13	Lot 14
Area	60,000	14,593	13,863	13,424	15,423	15,632	17,416	13,605	14,507	14,972	14,651	16,797	15,193	13,189	14,221
Lot Frontage	150	134.25	96.44	81.92	83.2	129.55	168.78	120.72	89.33	80.24	88.95	79.59	82.49	85.18	136.28
Front Yard	40	23.7	22.7	25.5	24.0	21.5	25.6	26.3	24.7	24.5	22.2	23.2	26.4	25.1	22.0
Side Yard	25	53.3 44.1	42.7 11.9	37.7 14.5	6.9 50.6	36.5 47.2	71.0 65.7	46.2 35.9	42.0 27.5	37.8 32.8	24.8 37.5	18.3 44.9	45.6 32.6	52.8 21.3	34.5 45.7
Rear Yard	25	40.7	74.8	81.3	77.6	54.9	42.9	52.7	71.3	58.2	68.1	49.2	43.2	30.1	41.8
Lot Width	120	Conforms when based on lot width, as measured from provided the front yard setback line, being at least 80% of provided lot frontage													
Height	30	No Waiver Needed													
Max Lot Coverage	25%	No Waiver Needed													

Waivers are requested from area regulations as needed for construction of submitted plans. We also request a margin of plus or minus 5% to allow for insubstantial changes that may be needed based on field conditions. Also note coverage percentages listed above do not include porches, stoops, decks or sheds. Sheds will conform to 10' side/rear setbacks or distances listed above, whichever is less.

The Board voted unanimously to grant the dimensional waivers requested by the Applicant. The Board also voted to changes in dimensional waivers that do not exceed 5% of the required dimensional requirement to be considered insubstantial changes. See Condition A.2 of the Comprehensive Permit issued by the Board.

§179 Article VI Signs

Waive applicability of sign regulations, including those promulgated by the Old King's Highway Historic District, to any and all temporary construction signage identifying the Habitat build, donors, and other Habitat programs.

The Board voted unanimously to grant the waiver of temporary signage requirements. No permanent sign waiver was requested by the Applicant or granted by the Board.

§179-47 Conformance to subsequent amendments

Waive the requirement that the project shall conform to subsequent zoning code amendments that are within six months after the issuance of a permit.

The Board determined that this waiver is not required. Pursuant to 760 CMR 56.02, local requirements and regulations are defined as only those regulations in effect at the time the comprehensive permit is filed. Accordingly, subsequent zoning amendments would not be applicable to the 40B development.

§179 Article XII Site Plan Review

Waive any requirements on the applicability of Site Plan Review. Under MGL Chapter 40B the Comprehensive Permit process provides for a municipal review and the Zoning Board of Appeals sits in the place of all local boards.

The Board determined that this waiver is not required, as it is a procedural waiver subsumed within the 40B application process.

Subdivision Rules and Regulations, Chapter 290, From the Code of the Town of Brewster

Habitat for Humanity respectfully requests that all Subdivision Rules and Regulations be waived. Under MGL Chapter 40B the Comprehensive Permit process provides for a municipal review and the Zoning Board of Appeals sits in the place of all local boards. Waivers requested include, but are not limited to, those specific sections listed below.

The Board did not vote to grant a blanket waiver of Subdivision Rules and Regulations, but did vote to grant the specific waivers listed below.

§290-5 Submission of a definitive plan required

Waive the requirement that a definitive plan be submitted to and approved by the Planning Board. Under MGL Chapter 40B the Zoning Board of Appeals sits in the place of all local boards.

The Board determined that this waiver is not required, as it is a procedural waiver subsumed within the 40B application process.

§290-6 Required Board review

Waive the requirement of Planning Board review. Under MGL Chapter 40B the Zoning Board of Appeals sits in the place of all local boards.

The Board determined that this waiver is not required, as it is a procedural waiver subsumed within the 40B application process.

§290-10 Definitive Plans

Waive the requirement and process for the filing of a definitive plan of a subdivision with the Planning Board and the requirements under this section. Under MGL Chapter 40B the Zoning Board of Appeals sits in the place of all local boards. **The final plan, to be drawn on Mylar and submitted to the Zoning Board for endorsement, will substantially conform to all elements listed in §290-10C, with the exception that the endorsement block will be prepared for the Zoning Board instead of Planning**

Board (§290-10C(13)), the plan will reference the Comprehensive Permit rather than a development as defined in the Zoning Chapter (§290-10C(16)) and requested waivers will be in the Comprehensive Permit Decision, not contained in a letter accompanying the plan (§290-10C(17))

The Board voted to grant a waiver from Section 290-10, as requested.

§290-25 Timeline limitation

Waive the applicability of this section. The timeline for build out has been agreed upon between the developer and the Brewster Community Preservation Committee as part of the grant award.

The Board voted to grant this requested waiver, to allow for a buildout consistent with the agreement with the Community Preservation Committee.

§290-26 General requirements

Waive the applicability of this section.

The Board voted to grant this waiver, to allow for the applicable requirements to be the conditions granted in the Comprehensive Permit decision.

§290-31 Monuments

Waive the applicability of this section. Monuments will be installed as shown on the definitive plan.

The Board voted to grant this waiver, with the condition that it must approve all monuments as part of the review of the Final Plans, in consultation with the Planning Department.

§290-35 Inspections and control

Waive the applicability of this section. Inspections will be completed as required by the applicable utility companies. **Applicant's engineer will be responsible for Inspections #1-#9 and will provide the Town documentation of these inspections upon request.**

The Board voted to grant this waiver.

§290-39 Fees

Waive the applicability of this section. Habitat for Humanity offers 100% of our homes affordable, and looks to fee waivers to help us keep our builds affordable.

At its January 25, 2016 meeting, the Brewster Board of Selectmen voted to approve a waiver of Building Department, Planning Department and Zoning Board fees for the Project. The Board of Selectmen issued a letter noting that Building Department inspection fees cannot be waived, nor can abutter notice fees or advertisement fees. The Board adopts the waiver decision of the Board of Selectmen, as granted.

§290-40 Traffic impact guidelines

Waive the applicability of this section. Habitat for Humanity has submitted an Initial Impact Assessment.

The Board reviewed this waiver request and determined that the required sight distances are provided. The Board voted to grant a procedural waiver of the traffic impact statement.

§290 Table 1, Table 2 and Table 3

The proposed subdivision road meets all Street Cross-Sectional Design Standards, Street Geometric Design Standards and Required Depths of Pavement Sections so long as it is considered a "Minor street or road" or an "Arterial street or road." If the circle at the end of the subdivision road is not considered a cul-de-sac, a waiver is requested from the requirement of 150' Radius at Center Line.

The Board voted to make a determination that the proposed subdivision road is a "Minor Road". The Board also made a determination that the circle at the end of the road is a cul-de-sac as defined by the Rules and Regulations. The Board determined that no waiver is necessary. However, the Board made the subsidiary determination that, if the roadway is subsequently found to be neither a minor road or cul-de-sac, the Applicant's waiver request is granted.

Town of Brewster, Historic District Committee

A small portion of the site is in the Town of Brewster, Old King's Highway Historic District. This portion is the area off of Tubman Road (approximately 500') that is the "panhandle" and has the subdivision road. Habitat request a waiver from the applicability of historic review and the requirement to file for and receive a Certificate of Appropriateness.

The Board determined that this waiver is not required to allow the construction of the proposed structures. The Board also determined that if it is subsequently determined that waiver of the Historic District designation is required to allow the construction of the structures outside of the Historic District, then such waiver is granted. However, the Board granted no waivers authorizing the construction of structures within the Historic District.

Town of Brewster Board of Health

Project complies with all local substantive Board of Health Regulations. Waivers are requested from fees.

The Board of Health voted to waive their fees. The Board adopts the Board of Health waiver decision hereto.

Town of Brewster Stormwater By-Law (proposed)

Waiver requested from applicability of the proposed Stormwater by-law. Project complies with best management practices for stormwater control and the developer and our development team will use best efforts to adhere to the intent of the proposed regulations when practical.

The Board determined that no waiver of the Town of Brewster Stormwater Bylaw is required, as the Bylaw was not in effect at the time the Applicant's comprehensive permit application was filed.

Comprehensive Permit Rules of the Zoning Board of Appeals, Brewster, Massachusetts

Waiver is requested from strict compliance with Section 3.01.

Habitat for Humanity submits our "Comprehensive Permit Plan" to satisfy the requirements of a report on existing site conditions, a preliminary site development plan, a preliminary utilities plan and a preliminary subdivision plan. Before closing of the Zoning Board Hearing Habitat will provide plans showing more detail on road construction, stormwater management and grading, as well as a final subdivision plan.

The Board accepted the preliminary plans as submitted, and voted to address any additional requirements via review of the Final Plans.

Habitat for Humanity submits our architectural drawings and will provide drawings signed by a registered architect prior to the close of the Zoning Board Hearing.

The Board accepted the preliminary plans as submitted, and voted to address any additional requirements via review of the Final Plans.

Waiver is requested from Section 3.02. Habitat for Humanity request a waiver from the \$1,000 Filing Fee.

See Board of Selectmen waiver section.

Waiver is request from section 4.00. Habitat for Humanity requests a waiver from the Consultant/Technical Review Fee.

The Board did not elect to charge a peer review consultant fee, as all review was done by Town staff with assistance from the Cape Cod Commission.

Fee Waivers – Under MGL Chapter 40B, the Zoning Board has the authority to grant fee waivers. Habitat typically requests waivers from local fees such as Building Department, Health Department and Fire Department. Habitat respectfully requests the Zoning Board of Appeals waive all local fee payments to the Town of Brewster, including the Comprehensive Permit Application filing fee, and the Comprehensive Permit Technical/Consulting Fee. As Habitat for Humanity provides 100% of our projects as affordable, and not just the required 25%, we look to our Towns to help us make our builds financially feasible. Town fee waivers is an important component of this. In the alternative, at the Board's preference and request, Habitat would approach the Selectmen to approve these waivers.

In addition to the above list, Habitat for Humanity of Cape Cod, Inc. requests waivers from any and all local provisions that would prohibit or impede development of the project as submitted, and reserves the right to add to the above list of waivers as needed.

QUITCLAIM DEED

WE, DONALD G. SMITHSON and GAIL SMITHSON, being married to each other, with a mailing address of 620 Tubman Road, Brewster, MA 02631,

for consideration paid in the amount **NINE HUNDRED THOUSAND AND 00/100 (\$900,000.00) DOLLARS**,

grant to **HABITAT FOR HUMANITY OF CAPE COD, INC.**, of 411 Main Street, Suite 6, Yarmouthport, MA 02675,

WITH QUITCLAIM COVENANTS, the land with the buildings thereon in Brewster, Barnstable County, Massachusetts, being bounded and described as follows:

Being **LOTS 2 and 3** as shown on a plan entitled "Plan of Land in Brewster, MA, prepared for Donald & Gail Smithson, dated August 28, 2014, prepared by Down Cape Engineering, Inc., Civil Engineers and Land Surveyors, 939 Main Street (Route 6A), Yarmouthport, MA 02675" said plan recorded with Barnstable County Registry of Deeds in Plan Book 655, Page 44.

The above-described premises are conveyed subject to and together with the benefit of any rights, rights of way, reservations, restrictions, easements and other matters of record, insofar as the same are in force and applicable.

For title, see deed recorded in Barnstable County Registry of Deeds in Book 2947, Page 197 and deed recorded with said Deeds in Book 7146 Page 140.

Grantors release any and all homestead rights to the within premises, whether created by declaration or operation of law, and further states under the pains and penalties of perjury that there are not other individuals entitled homestead rights to the property being conveyed herein.

MASSACHUSETTS STATE EXCISE TAX
BARNSTABLE COUNTY REGISTRY OF DEEDS
Date: 10-15-2014 @ 11:42am
Ctl#: 558 Doc#: 47196
Fee: \$3,078.00 Cons: \$900,000.00

BARNSTABLE COUNTY EXCISE TAX
BARNSTABLE COUNTY REGISTRY OF DEEDS
Date: 10-15-2014 @ 11:42am
Ctl#: 558 Doc#: 47196
Fee: \$2,430.00 Cons: \$900,000.00

Property Address: 620 Tubman Road, Brewster, Massachusetts 02631

Executed as a sealed instrument this 26th day of September, 2014.


DONALD G. SMITHSON

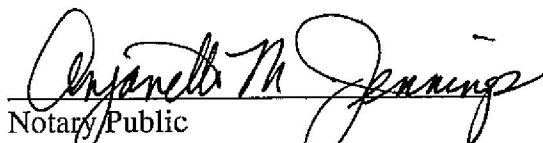

GAIL SMITHSON

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss:

September 26, 2014

On the above date, before me, the undersigned notary public, personally appeared **DONALD G. SMITHSON** and **GAIL SMITHSON**, who proved to me through satisfactory evidence of identification, which was driver's license, to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose and who swore or affirmed to me that the contents of the attached document are truthful and accurate to the best of their knowledge and belief.


Notary Public
My commission expires:



DEED

HABITAT FOR HUMANITY OF CAPE COD, INC., a Massachusetts non-profit corporation, having an address of 411 Main Street, Suite 6, Yarmouthport, MA, for consideration of Fifty-Three Thousand and 00/100 Dollars (\$53,000.00) paid, grants to the TOWN OF BREWSTER, a duly organized municipal corporation, having an address of 2198 Main Street, Brewster, Massachusetts 02631, with quitclaim covenants,

The land situated in Brewster, Barnstable County, Massachusetts, being shown as Lot 3 on a plan entitled, "Plan of Land in Brewster, MA prepared for Donald & Gail Smithson", dated August 28, 2014, by Down Cape Engineering, Inc. and recorded with the Barnstable Registry of Deeds in Plan Book 655 Page 45. Lot 3 containing 3.56 acres, more or less, according to said Plan.

Subject to the terms and provisions of a grant of easement and agreement by and between the grantor and Donald G. and Gail M. Smithson, dated October 10, 2014, and recorded with said Deeds in Book 28445 Page 199 ("Easement Agreement"). Reserving to the grantor and its successors and assigns the rights and easements set forth in the Easement Agreement, and further reserving the right to convey or assign rights in the Easement Area to the grantor's successors in title to Lot 2 on said Plan.


Lot 3 is not a buildable lot and is to be combined with adjacent land of the grantee.

For title see deed of Donald G. and Gail M. Smithson, dated ^{September} ~~October~~ 26, 2014, recorded with Barnstable Registry of Deeds in Book 28445 Page 190.

For Town Authority, see the Vote on Article 12 of the Town of Brewster Annual Meeting on May 5, 2014, a certified copy of the Vote is attached hereto as Exhibit A.

Executed as a sealed instrument this 11th day of October 2014.

HABITAT FOR HUMANITY OF CAPE COD, INC.

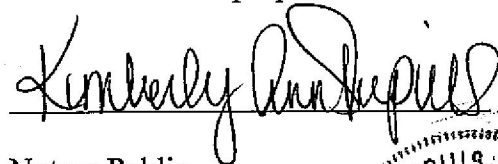
By: 
Wil Rhymmer, President

By: 
Douglas J. Reynolds, Treasurer

COMMONWEALTH OF MASSACHUSETTS

Barnstable County

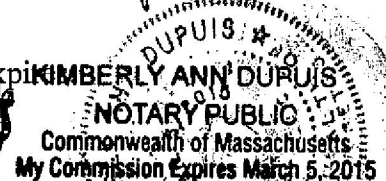
On this 11th day of October 2014, before me, the undersigned notary public, personally appeared Wil Rhymmer, President of Habitat for Humanity of Cape Cod, Inc., personally known to me or proved to me through satisfactory evidence of identification, which was Mass Drivers License, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that it is the free act and deed of said corporation for its stated purpose.



Notary Public

My commission expires




KIMBERLY ANN DUPUIS
NOTARY PUBLIC
Commonwealth of Massachusetts
My Commission Expires March 5, 2015

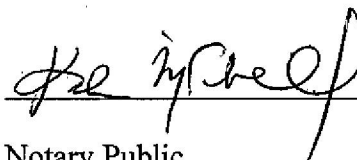
COMMONWEALTH OF MASSACHUSETTS

Barnstable County

On this 11th day of October 2014, before me, the undersigned notary public, personally appeared Douglas J. Reynolds, Treasurer of Habitat for Humanity of Cape Cod, Inc., personally known to me or proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that it is the free act and deed of said corporation for its stated purpose.



KATE MITCHELL
NOTARY PUBLIC
Commonwealth of Massachusetts
My Commission Expires Feb 13, 2015



Notary Public
My commission expires:

Exhibit A



Town of Brewster

BREWSTER, MASSACHUSETTS 02631-1898

(508) 896-4506 -- Fax (508) 896-8089
cwilliams@town.brewster.ma.us

OFFICE OF:
COLETTE M. WILLIAMS, CMC/CMMC
TOWN CLERK
JUSTICE OF THE PEACE
NOTARY

To Whom It May Concern:

This letter is to certify that at the Special Town Meeting, held Monday, May 5th, 2014 with a quorum being present the following article was adopted:

LAND ACQUISITION

ARTICLE NO. 12: To see if the Town will vote to authorize the Selectmen to acquire by gift, purchase or eminent domain pursuant to the authority conferred in Massachusetts General Laws, Chapter 79 and/or any other enabling authority, the parcel of land identified as "Lot 3" on the "Conceptual Division Plan of Land in Brewster, MA, prepared for the Town of Brewster" by Down Cape Engineering, Inc., Civil Engineers, Land Surveyors, 939 Main Street, Yarmouthport, MA, 02675, dated April 8, 2014, a copy of which can be viewed in the Town Clerk's Office, which Lot 3 consists of approximately 3.56 acres and is the Southerly portion of the parcel of land located at 620 Tubman Road, Brewster, Barnstable County, Massachusetts, which parcel is shown as Lot 54 on Brewster Assessors Map 65, and described in the deed recorded in the Barnstable County Registry of Deeds in Book 2947, Page 197; to acquire said land for general municipal purposes; to transfer from available funds a sum of money for this purpose; and to authorize the Board of Selectmen to enter into all agreements and execute any and all instruments as may be necessary on behalf of the municipality to effect this acquisition and obtain reimbursement funding;

or take any other action relative thereto.

(Two-thirds Vote Required)

(Board of Selectmen)

MOTION: I move that the Town vote to approve article no. 12 as printed in the warrant and to transfer the sum of \$53,400.00 from Free Cash for this purpose

ACTION: Adopted.

A True Copy Attest:

Colette M. Williams
Colette M. Williams, CMC/CMMC
Town Clerk

HABITAT FOR HUMANITY OF CAPE COD, INC.

CLERK'S CERTIFICATE

I, David King, Clerk of Habitat for Humanity of Cape Cod, Inc., hereby certify that the following is a true and correct copy of a Vote by of the Board of Directors of the Corporation on October 7, 2014 and I further certify that such Vote has not been amended and remains in full force and effect.

VOTED: That Wil Rhymer, as President, and/or Nancy Smith, Vice President, and/or Douglas Reynolds as Treasurer, and/or Victoria Goldsmith, Executive Director, are authorized and directed, for and on behalf of the corporation, to do the following:

- To accept a Grant totaling \$900,000.00 from the Town of Brewster community Preservation Committee pursuant to the Land Acquisition Grants of October 2, 2103 and April 30, 2014;
- To purchase a portion of the property located at 620 Tubman Road, Brewster (Assessors Map 65 Parcel 54), consisting of 17.5 acres, more or less, and shown as Lot 2 and Lot 3 on a plan entitled "Conceptual Subdivision Plan of Land in Brewster, MA prepared for the Town of Brewster" dated April 5, 2014 prepared by Down Cape Engineering, Inc. (the "Property" or "Premises") from Donald G. and Gail Smithson, pursuant to a purchase and sale agreement dated June 28, 2014;
- To exchange deeds of certain portions of Lot 1 and 2 with Donald G. and Gail Smithson for the underage of the panhandle of said premises to 77.10';

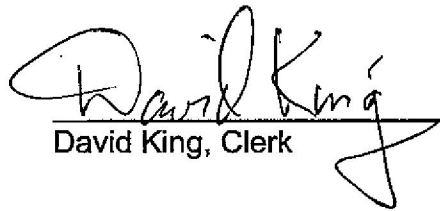
- To grant a certain Horse Easement to the Smithsons pursuant to the above referenced purchase and sale agreement;
- To grant the Town of Brewster a contingent fee deed of Lot 2 shown on a Plan [ANR 2] entitled "Plan of Land in Brewster for Donald and Gail Smithson dated August 28, 2014, by down cape engineering", to be recorded with the Barnstable Registry of Deeds in Plan Book 28445 Page 213 in the amount of \$847,000.00 for proposes of securing the performance of the CPC Grant requirements; and
- To sell Lot 3 to the Town of Brewster for the amount of \$53,000.00 as shown on a Plan [ANR 2] entitled "Plan of Land in Brewster for Donald and Gail Smithson dated August 28, 2014, by down cape engineering", to be recorded with the Barnstable Registry of Deeds in Plan Book 28445 Page 206.

and to do all things necessary to effectuate the above transaction.

WITHOUT limiting the foregoing, the following powers are specifically included: to execute, seal with the corporate seal, acknowledge, obtain and deliver and make corrections and additions to all agreements, restrictions, easements, and other documents and any and all other forms and manners of instruments and amendments in such form and containing such terms and provisions as such officer and/or executive director deem proper and in the best interest of the corporation necessary to effectuate the above-referenced transactions of the above-referenced Premises; to receive funds, by wire or otherwise, to endorse any and all checks, and to disburse such funds; and to do all other things necessary to effectuate the transfer of the Premises.

The signing, sealing and delivery by such officer and/or executive director of such instruments shall be conclusively deemed authorized, ratified, confirmed and approved by this vote and conclusive evidence that the forms, terms and provisions therefor by such officer and/or executive director are deemed proper and in the best interests of the corporation.


Witness my hand and seal this 17th day of October 2014.

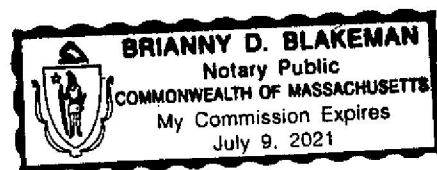
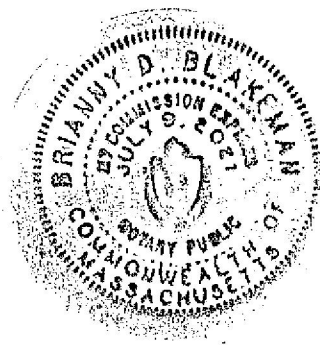

David King, Clerk

COMMONWEALTH OF MASSACHUSETTS

Barnstable County

On this 17th day of October 2014, before me, the undersigned notary public, personally appeared David King, Clerk of Habitat for Humanity of Cape Cod, Inc., proved to me through satisfactory evidence of identification, which is personally known to be the person whose name is signed on the Clerk's Certificate and acknowledged to me that it is the free act and deed of said corporation, for its stated purpose.


Notary Public
My commission expires: July 9, 2021



BARNSTABLE REGISTRY OF DEEDS

EASEMENT AGREEMENT

This Grant of Easement and Agreement is made by and between HABITAT FOR HUMANITY OF CAPE COD, INC., a Massachusetts non-profit corporation, of 411 Main Street, Suite 6, Yarmouthport, MA 02675 ("Habitat") to DONALD G. SMITHSON AND GAIL M. SMITHSON, husband and wife as tenants by the entirety, of 620 Tubman Road, Brewster, MA 02631 ("Smithson" or "the Smithsons").

Whereas, Habitat is the owner of certain real property located on and off Tubman Road in Brewster, Barnstable County Massachusetts, shown as Lot 2 ("Lot 2") and Lot 3 ("Lot 3") on a plan (the "Plan") entitled "Plan of Land in Brewster, MA prepared for Donald & Gail Smithson", dated August 28, 2014, by Down Cape Engineering, Inc. and recorded with the Barnstable County Registry of Deeds in Plan Book 655 Page 45 (the "Burdened Premises" or "Lots 2 and 3"), by (1) deed of Smithson, dated September 26, 2014 and recorded with said Deeds in Book 28445, Page 190, (2) deed of Smithson to Habitat, dated October 10, 2014, recorded with said Deeds in Book 28445, Page 195, and ("Land Swap Deed 1") (3) deed of Habitat to Smithson, dated October 11, 2014 recorded with said Deeds in Book 28445, Page 192 ("Land Swap Deed 2");

Whereas, Smithson is the owner of certain real property located on said Tubman Road in Brewster, shown as Lot 1 on the Plan (the "Benefitted Premises"), by (1) deed of Harry W. Bassett et al, dated July 6, 1979, recorded with said Deeds in Book 2947 Page 197 (the "Lot 1 Deed"); (2) deed of Gloria J. Swanson, Executor, dated May 1, 1990, recorded with said Deeds in Book 7146 Page 140; (3) Land Swap Deed 1, and (4) Land Swap Deed 2; and

Whereas, the Smithsons released all rights in the "Horse Trail" shown on the Plan in the Lot 1 Deed and the Land Swap Deed 1;

Whereas, Habitat has agreed to grant an easement for horse back riding, bicycling, and pedestrian use for the benefit of the Benefitted Premises, to be used in common with Habitat and its successors in title to the Burdened Premises, on and over that certain portion of the Burdened Premises consisting of a strip of land up to seven (7) feet in width over Lots 2 and 3, located approximately as shown on the attached Exhibit A, (the said strip is hereinafter referred to as the "Easement Area"); and the Smithsons have agreed to certain limitations, conditions, and obligations relating to such easement as set forth herein;

NOMINAL / NON-MONETARY
NOW THEREFORE, for ~~good and valuable~~ consideration, and intending to be bound hereby, Habitat hereby grants to the Smithsons the following easement, and the Smithsons hereby agree to the following conditions and obligations, all subject to the terms contained herein:

620 TUBMAN ROAD, BREWSTER, MA 02631

1. (a) Habitat does hereby grant and convey to the Smithsons, without covenants, upon and subject to the terms and conditions herein contained, for the benefit of the Benefitted Premises and running with and as appurtenant to the Benefitted Premises, the perpetual, non-exclusive right and easement in, on, over and across the Easement Area for the purpose of access and egress on foot, on bicycles, or on horses, but not in any type of motorized vehicle except lawnmowers or tractors necessary for maintenance or repair of the Easement Area, to pass and repass from the Benefitted Premises over the Burdened Premises to reach and pass through the gate at the southern-most point of Lot 3 to the most southerly boundary of Lot 3.

(b) Habitat reserves the right to use the Easement Area for any purposes not inconsistent with the rights and easement granted herein.

(c) The easement granted pursuant to sub-paragraph (a) hereunder shall include the right to perform at the Smithsons sole cost and expense reasonable maintenance and repair work in and on the Easement Area as necessary or desirable to maintain safe year-round access, including grading, additions of gravel or other material, provisions for drainage, removal of vegetation, and landscaping and seeding to prevent erosion. Notwithstanding the foregoing, no maintenance or repair work other than temporary emergency repairs shall be performed by or on behalf of the Smithsons until the date that is twenty one (21) days after the date that the Smithson provided Habitat with a reasonably detailed written description of the proposed maintenance or repair work. The Smithsons shall not widen the Easement Area beyond a width of seven (7) feet.

(d) Notwithstanding the foregoing, Habitat shall have the right, at any time and from time to time, to relocate the Easement Area to a new location on the Burdened Premises, (the "New Easement Area") provided that (i) the strip of land that constitutes the New Easement Area is at least as wide for its entire length; (ii) the New Easement Area provides access and egress that is not different, except insubstantially, from the access and egress provided through the Easement Area; and (iii) the New Easement Area connects with the Easement Area at the boundaries of the Burdened Premises in the same location as the Easement Area.

2. The Smithsons hereby release to Habitat, and permanently waive, all rights of the Smithsons or of any person claiming by, through, or under the Smithsons in or to the Easement Area or any other portion of the Burdened Premises, except for the easement rights granted hereunder.

3. Habitat and Smithson understand and agree that the Easement Area shall be used only by the owners, invitees, licensees and/or residents of the Benefitted Premises and by the owners, invitees, and licensees of the Burdened Premises, in which a development of up to fourteen (14) single-family homes is expected on Lot 2 on the Burdened Premises and all related appurtenances and improvements thereon, including, without limitation, a roadway.

4. The Smithsons agree to indemnify and hold Habitat harmless from and against all costs, claims, expenses, damages (including personal injury and property damage), and liabilities of any nature whatsoever (including, without limitation, court costs and reasonable attorneys' fees), incurred by Habitat (a) as a result of or in connection with any personal injury or property damage that occurs in, on, or around the Burdened Premises in connection with any exercise of the rights granted to the Smithsons hereunder, (b) as a result of or in connection with any failure by the Smithsons to comply with the provisions of this instrument, or (c) otherwise resulting from or relating to any exercise of the right granted to the Smithsons hereunder, unless such cost, claim, expense, damage or liability is a result of the conduct of Habitat or Habitat's agents, employers or contractors. Without limitation of the terms of the preceding sentence, the Smithsons shall pay to Habitat all legal expenses incurred by Habitat in connection with the enforcement of the provisions of this instrument and the recovery of damages or equitable relief relating to any failure by the Smithsons to comply with the provisions of this instrument.

5. Habitat agrees to indemnify and hold the Smithsons harmless from and against all costs, claims, expenses, damages (including personal injury and property damage), and liabilities of any nature whatsoever (including without limitation, court costs and reasonable attorneys' fees), incurred by the Smithsons (a) as a result of or in connection with any personal injury or property damage that occurs in, on, or around the Burdened Premises in connection with any exercise of the rights reserved to Habitat hereunder, (b) as a result of or in connection with any failure by Habitat to comply with the provisions of this instrument, or (c) otherwise resulting from or relating to any exercise of the rights reserved by Habitat hereunder, unless such cost, claim, expense, damage or liability is a result of the conduct of the Smithsons or the Smithsons' agents, employers or contractors. Without limitation of the terms of the preceding sentence, Habitat shall pay to the Smithsons all legal expenses incurred by the Smithsons in connection with the enforcement of the provisions of this instrument and the recovery of damages or equitable relief relating to any failure by Habitat to comply with the provisions of this instrument.

6. As used herein, the terms "Habitat" and "Smithson" or "the Smithsons" shall include their respective heirs, legal representatives, successors, and successors in title, and the rights, agreements, and obligations contained herein shall be covenants running with the land and shall be binding upon and inure to the benefit of the parties hereto and those claiming title to or interest in the Burdened Premises and/or the Benefitted Premises.

WITNESS the execution hereof under seal as of October 11th, 2014.

Habitat for Humanity of Cape Cod, Inc.

By: 
Wil Rhymer, President

By: 
Douglas J. Reynolds, Treasurer

Donald G. Smithson

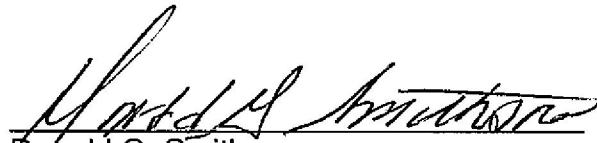
Gail M. Smithson

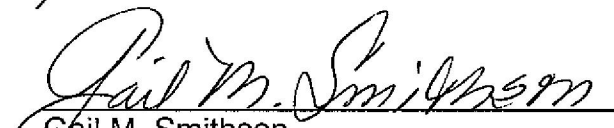
WITNESS the execution hereof under seal as of October 10, 2014.

Habitat for Humanity of Cape Cod, Inc.

By: _____
Wil Rhymer, President

By: _____
Douglas J. Reynolds, Treasurer


Donald G. Smithson


Gail M. Smithson

COMMONWEALTH OF MASSACHUSETTS

Barnstable County

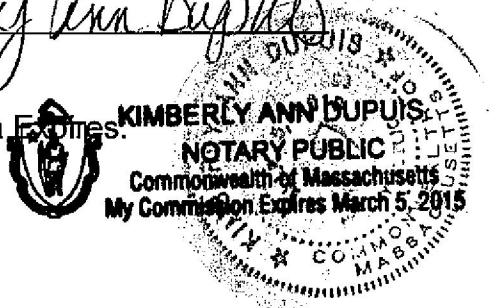
On this ____ day of October 2014, before me, the undersigned notary public, personally appeared Donald G. Smithson and Gail M. Smithson, personally known to me or proved to me through satisfactory evidence of identification, which is/was _____, to be the persons whose names are signed on the preceding or attached document and acknowledged to me that they signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

Barnstable County

On this 8th day of October 2014, before me, the undersigned notary public, personally appeared Wil Rhymer, President of Habitat for Humanity of Cape Cod, Inc., personally known to me or proved to me through satisfactory evidence of identification, which is/was Mass Driver's License, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that it is the free act and deed of the corporation for its stated purpose.

Kimberly Ann Dupuis
Notary Public
My Commission Expires: _____


COMMONWEALTH OF MASSACHUSETTS

Barnstable County

On this 11th day of October 2014, before me, the undersigned notary public, personally appeared Douglas J. Reynolds, Treasurer of Habitat for Humanity of Cape Cod, Inc., personally known to me or proved to me through satisfactory evidence of identification, which is/was personal
knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that it is the free act and deed of the corporation for its stated purpose.



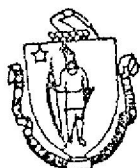
KATE MITCHELL
NOTARY PUBLIC
Commonwealth of Massachusetts
My Commission Expires Feb 13, 2015

Kate Mitchell
Notary Public
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

Barnstable County

On this 16th day of October 2014, before me, the undersigned notary public, personally appeared Donald G. Smithson and Gail M. Smithson, personally known to me or proved to me through satisfactory evidence of identification, which is/was their driver's licenses, to be the persons whose names are signed on the preceding or attached document and acknowledged to me that they signed it voluntarily for its stated purpose.



GEORGE B. CAVANAUGH
NOTARY PUBLIC
MY COMMISSION EXPIRES
OCTOBER 6, 2017

A handwritten signature in black ink, appearing to be "G. Cavanaugh", written over a horizontal line.

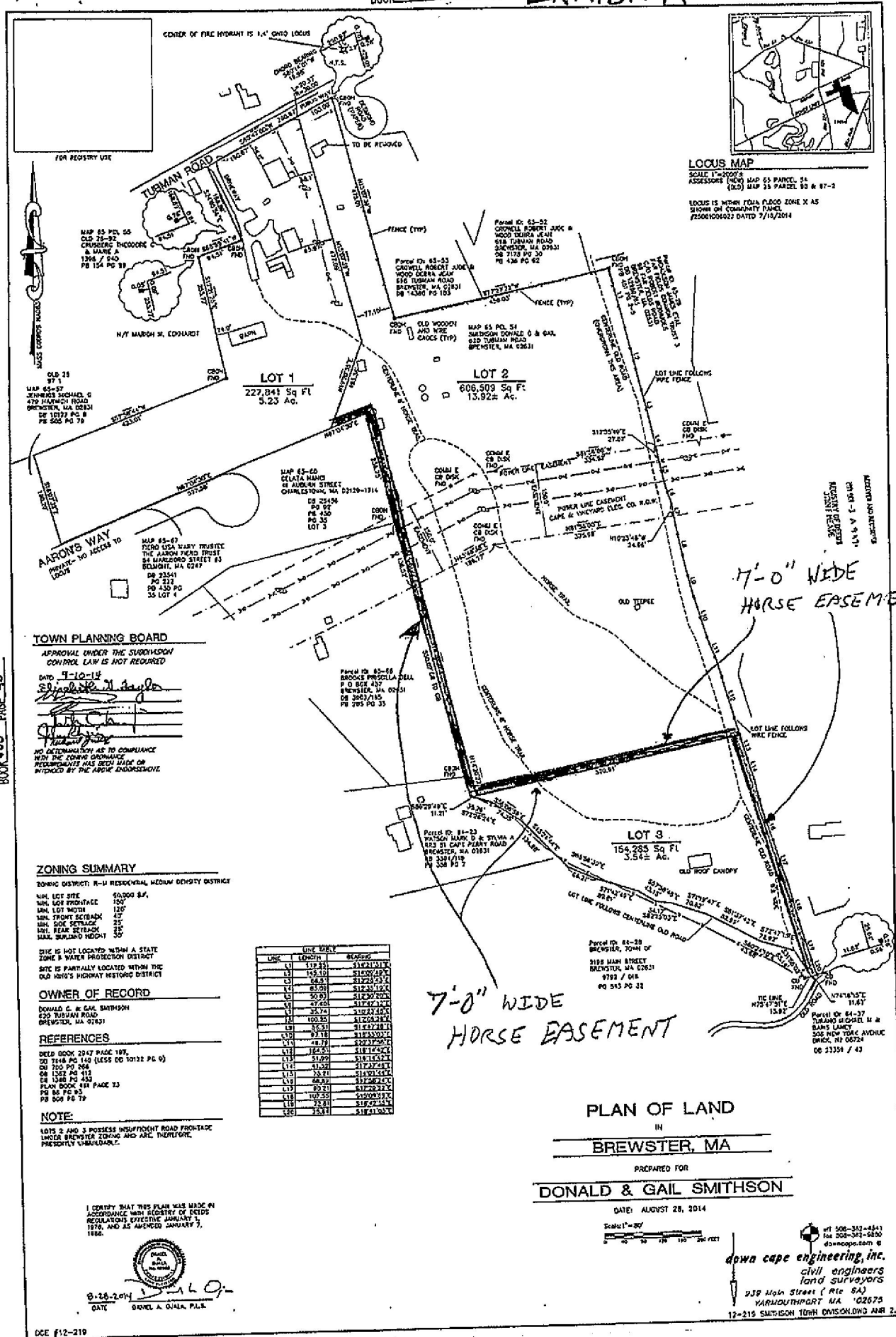
Notary Public
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

Barnstable County

On this ____ day of October 2014, before me, the undersigned notary public, personally appeared Wil Rhymer, President of Habitat for Humanity of Cape Cod, Inc., personally known to me or proved to me through satisfactory evidence of identification, which is/was _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that it is the free act and deed of the corporation for its stated purpose.

Notary Public
My Commission Expires:



QUITCLAIM DEED

WE, DONALD G. SMITHSON and GAIL SMITHSON, being married to each other, with a mailing address of 620 Tubman Road, Brewster, MA 02631,

for consideration paid in the amount **ONE AND 00/100 (\$1.00) DOLLAR**,

grant to **HABITAT FOR HUMANITY OF CAPE COD, INC.**, of 411 Main Street, Suite 6, Yarmouthport, MA 02675,

WITH QUITCLAIM COVENANTS, the land with the buildings thereon in Brewster, Barnstable County, Massachusetts, being bounded and described as follows:

Everything lying east of the western line of the panhandle portion of LOT 2 as shown on a plan recorded with Barnstable County Registry of Deeds in Plan Book 655, Page 45, to become and remain a portion of Lot 2.

Beginning at a point on Tubman Road 100 feet west of the Northeasterly corner of the panhandle portion of Lot 2 on Tubman Road as shown on plan recorded with Barnstable Registry of Deeds in Plan Book 655, Page 45; thence turning and running on an arc with a radius of 30 a distance of 20.37 ft. to a point; thence running S 15° 7' 39" E (477.09 ft.) by Lot 1 shown on said Plan Book 655, Page 45 to a point; thence running S 19° 20' 35" W (193.36 ft) by said Lot to a point,

For title, see deed recorded in Barnstable County Registry of Deeds in Book 2947, Page 197 and deed recorded with said Deeds in Book 7146 Page 140.

Property Address: 620 Tubman Road, Brewster, Massachusetts 02631

Executed as a sealed instrument this 10th day of October, 2014.


DONALD G. SMITHSON


GAIL SMITHSON

COMMONWEALTH OF MASSACHUSETTS


Barnstable, ss:

October 10, 2014

On the above date, before me, the undersigned notary public, personally appeared **DONALD G. SMITHSON** and **GAIL SMITHSON**, who proved to me through satisfactory evidence of identification, which was driver's license, to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose and who swore or affirmed to me that the contents of the attached document are truthful and accurate to the best of their knowledge and belief.



GEORGE B. CAVANAUGH
NOTARY PUBLIC
MY COMMISSION EXPIRES
OCTOBER 6, 2017



Notary Public
My commission expires:

QUITCLAIM DEED

HABITAT FOR HUMANITY OF CAPE COD, INC., of 411 Main Street, Suite 6,
Yarmouthport, MA 02675,

for consideration paid in the amount **ONE AND 00/100 (\$1.00) DOLLAR**,

grant to **DONALD G. SMITHSON and GAIL SMITHSON**, being married to each other,
with a mailing address of 620 Tubman Road, Brewster, MA 02631,

WITH QUITCLAIM COVENANTS, the land with the buildings thereon in Brewster,
Barnstable County, Massachusetts, being bounded and described as follows:

Everything lying west of the westerly line of the panhandle portion of LOT 2 as shown on a
plan recorded with Barnstable County Registry of Deeds in Plan Book 655, Page 45, to become
and remain a portion of LOT 1.


Beginning at a point on Tubman Road 100 feet west of the Northeasterly corner of the
panhandle portion of Lot 2 on Tubman Road as shown on plan recorded with Barnstable
Registry of Deeds in Plan Book 655, Page 45; thence turning and running on an arc with a
radius of 30 a distance of 20.37 ft. to a point; thence running S 15° 7' 39" E (477.09 ft.) by Lot
1 shown on said Plan Book 655, Page 45 to a point; thence running S 19° 20' 35" W (193.36 ft.)
by said Lot to a point.

For title, see deed recorded in Barnstable County Registry of Deeds in Book 28445, Page
190.

Property Address: 620 Tubman Road, Brewster, Massachusetts 02631

Executed as a sealed instrument this 11th day of October 2014.

HABITAT FOR HUMANITY OF CAPE COD, INC.

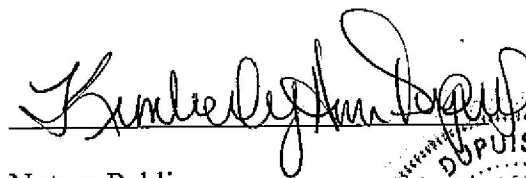
By: 
Wil Rhymer, President

By: 
Douglas J. Reynolds, Treasurer

COMMONWEALTH OF MASSACHUSETTS

Barnstable County

On this 8th day of October 2014, before me, the undersigned notary public, personally appeared Wil Rhymer, President of Habitat for Humanity of Cape Cod, Inc., personally known to me or proved to me through satisfactory evidence of identification, which was Mass Driver's License, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that it is the free act and deed of said corporation for its stated purpose.



Notary Public

My commission expires



KIMBERLY ANN DUPUIS

NOTARY PUBLIC

Commonwealth of Massachusetts

My Commission Expires March 5, 2015

COMMONWEALTH OF MASSACHUSETTS

Barnstable County

On this 11th day of October 2014, before me, the undersigned notary public, personally appeared Douglas J. Reynolds, Treasurer of Habitat for Humanity of Cape Cod, Inc., personally known to me or proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that it is the free act and deed of said corporation for its stated purpose.



KATE MITCHELL
NOTARY PUBLIC
Commonwealth of Massachusetts
My Commission Expires Feb 13, 2015

Kate Mitchell
Notary Public
My commission expires:

BARNSTABLE REGISTRY OF DEEDS

QUITCLAIM DEED

[Contingent Fee Interest]

Habitat for Humanity of Cape Cod, Inc., a Massachusetts non-profit corporation, having an address of 411 Main Street, Suite 6, Yarmouthport, Massachusetts 02675 (the "Grantor"),

In consideration of the Grant of the Brewster Community Preservation Committee approved by Vote on Article 11 at the Town of Brewster ("Town") Annual Meeting on May 5, 2014 and by Vote on Article 16 at the yearly Fall Town Meeting on November 18, 2013, a certified copy of each vote is attached hereto as Exhibits B and C respectively,

grants to the Town of Brewster, Massachusetts, a duly organized municipal corporation, having an address of 2198 Main Street, Brewster, Massachusetts 02631 (the "Grantee"),

with quitclaim covenants,

the fee simple interest, subject to vesting contingencies described below, in that certain parcel of land, together with the buildings and improvements thereon, located in Brewster, Barnstable County, Massachusetts, being Lot 2 on a plan entitled "Plan of Land in Brewster, MA prepared for Donald & Gail Smithson", dated August 28, 2014, by Down Cape Engineering, Inc. and recorded with the Barnstable Registry of Deeds in Plan Book 655 Page 45 (the "Registry"). Lot 2 containing 13.92 acres, more or less, according to said Plan (the "Premises").

The Premises are conveyed subject to and with the benefit of all rights, easements, reservations and restrictions of record, if any, to the extent in force and applicable.

Being a portion of the Premises conveyed to the Grantor by deed of Donald G. Smithson and Gail Smithson, dated September 26, 2014, recorded with the Registry in Book ~~28445~~ Page 190.

The Grantor retains full fee simple title to the Premises unless and until one of the following events (each, a "Vesting Event") occurs, in which case the Grantee's fee simple title shall vest on the date and in the matter specified below:

1. The Grantor has failed to obtain by the date which is two (2) years after the date of recording this deed (the "First Potential Vesting Date") a Comprehensive Permit pursuant to M.G.L. 40B issued by the Town of Brewster Board of Appeals (with all appeal periods having expired without any appeal to such Permit) for the development of Grantor's proposed affordable housing project upon the Premises, consisting of a residential dwelling and related improvements on each of fourteen (14) subdivided lots (each lot together with the dwelling and related improvements thereon is referred to herein as an "Affordable Housing Unit"), in which case upon such failure full title to the Premises shall vest in the Grantee on the First Potential Vesting Date;

2. The Grantor has failed, by the date which is four (4) years after the date of recording this deed (the "Second Potential Vesting Date"), to complete construction and convey by a quitclaim deed containing an affordable housing restriction in substantially the same form and substance as Exhibit A (the "Affordable Housing Restriction") attached hereto six (6) or more Affordable Housing Units, in which case upon such failure full title to the Premises, excepting Affordable Housing Units and their appurtenant interests previously conveyed by the Grantor, shall vest in the Grantee on the Second Potential Vesting Date;
3. The Grantor has failed, by the date which is seven (7) years after the date of recording this deed (the "Third Potential Vesting Date"), to complete construction and convey by a quitclaim deed containing the Affordable Housing Restriction all fourteen (14) Affordable Housing Units, in which case upon such failure full title to the Premises, excepting Affordable Housing Units and their appurtenant interests previously conveyed by the Grantor, shall vest in the Grantee on the Third Potential Vesting Date.

An affidavit executed by the Grantee and recorded with the Registry shall be conclusive evidence of the occurrence of a Vesting Event; provided, however, that the Grantee's interest in and title to all or a portion of the Premises, in accordance with the foregoing, shall vest on the applicable Vesting Date and not the date of the recording of such affidavit.


The Grantee releases its contingent interest in each Affordable Housing Unit conveyed by the Grantor by a quitclaim deed containing the Affordable Housing Restriction, which release shall be effective automatically upon the recording of such deed without further documentation.

Property address: Off Tubman Road, Brewster, Massachusetts

[Signature page follows]

Executed as a sealed instrument this 11th day of October 2014.

HABITAT FOR HUMANITY OF CAPE COD, INC.

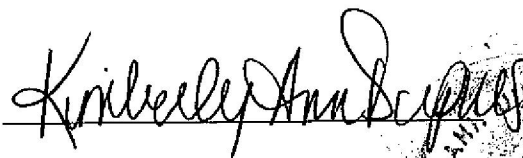

By: 
Wil Rhymer, President

By: 
Douglas J. Reynolds, Treasurer

COMMONWEALTH OF MASSACHUSETTS

Barnstable County

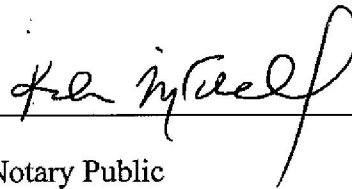
On this 11th day of October 2014, before me, the undersigned notary public, personally appeared Wil Rhymer, President of Habitat for Humanity of Cape Cod, Inc., personally known to me or proved to me through satisfactory evidence of identification, which was MASS DRIVER'S LICENSE, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that it is the free act and deed of said corporation for its stated purpose.


Notary Public
My commission expires:  **KIMBERLY ANN DURUIS**
NOTARY PUBLIC
Commonwealth of Massachusetts
My Commission Expires March 5, 2015

COMMONWEALTH OF MASSACHUSETTS

Barnstable County

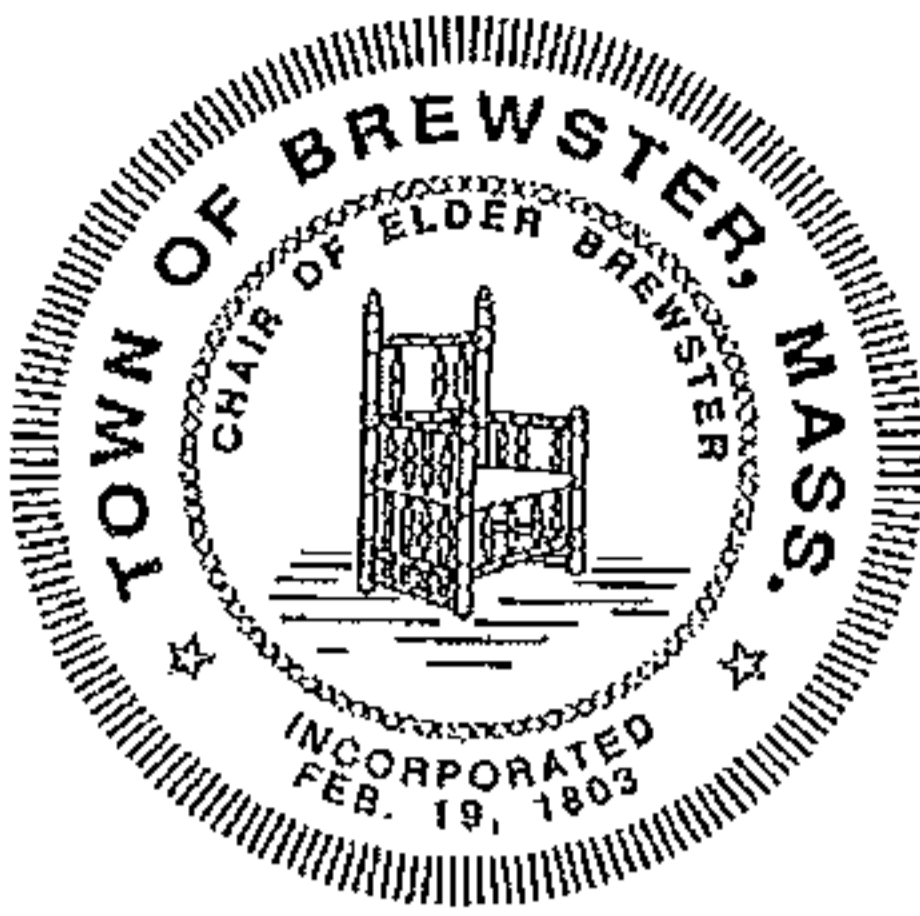
On this 11th day of October 2014, before me, the undersigned notary public, personally appeared Douglas J. Reynolds, Treasurer of Habitat for Humanity of Cape Cod, Inc., personally known to me or proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that it is the free act and deed of said corporation for its stated purpose.



Notary Public

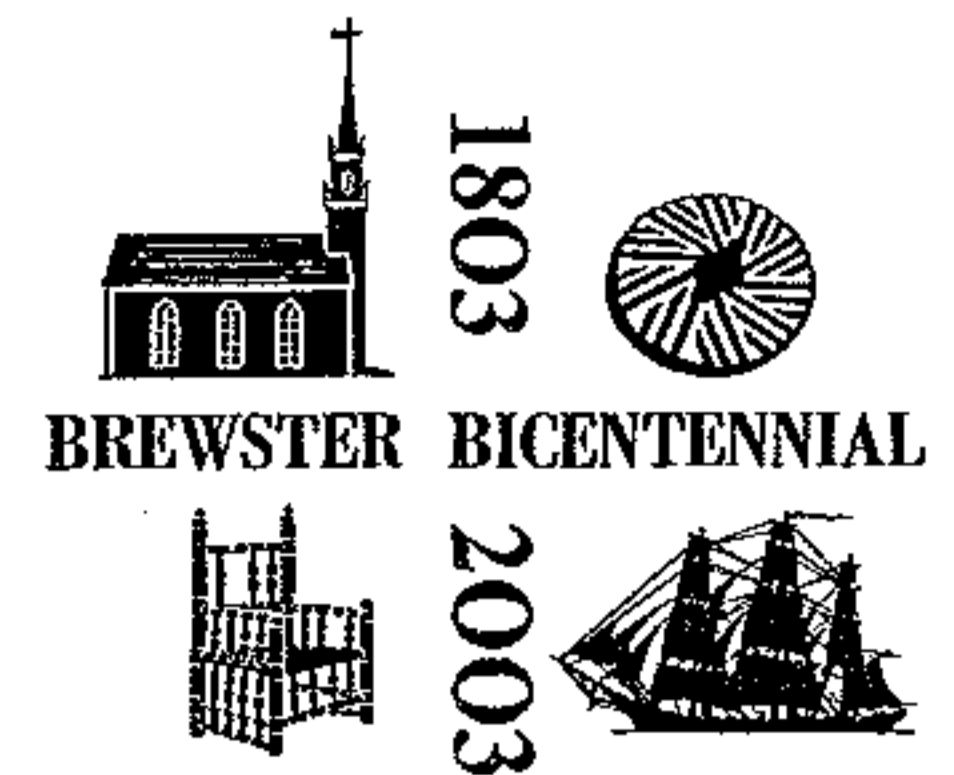
My commission expires:

JUL 06 2015



**Board of Selectmen
Town Administrator**

2198 Main Street
Brewster, Massachusetts 02631-1898
(508) 896-3701
FAX (508) 896-8089



Vicki Goldsmith, Executive Director
Habitat for Humanity
411 Main Street, Suite G
Yarmouth Port, MA 02675

June 24, 2015

Dear Ms Goldsmith;

Please accept this letter as confirmation of the Brewster Board of Selectmen's vote on June 22, 2015 to endorse Habitat for Humanity's LIP application to develop property at 620 Tubman Road, Brewster, as a Local Initiative Program, Comprehensive Permit project, consistent with MGL Chapter 40B.

Habitat for Humanity of Cape Cod presented their proposal to develop 14 single family units in 14 buildings on 13.92 acres. The current LIP application indicates that the project will consist of nine (9) 3-bedroom homes, four (4) two-bedroom homes and a single (1) 4-bedroom home. Habitat proposes all 14 units (100%) will be deed-restricted for affordability in perpetuity. Habitat's target buyer population will have incomes of 60-65% of median income. (LIP guidelines restrict buyer-incomes to no more than 80% of median income for Barnstable/Yarmouth HUD SMA reported census statistics).

Habitat will reserve up to 70% of the homes (10 units) for Brewster applicants meeting Habitat's income-eligibility and marketing guidelines, which will satisfy DHCD's LIP-buyer selection criteria. Buyers must be legal residents of the USA. Habitat intends to seek USDA 502 loans for the buyers with mortgage terms of up to 35 years. Habitat's model for home-ownership provides owner counseling and support services for one year following purchase. Initial sales prices are currently projected to be \$140,250 for a 3-bedromm home and \$126,000 for a 2-bedroom home

Home-owners will participate in an incorporated, registered Home-Owners' Association, outlining covenants and owner responsibilities as well as forming the financial mechanism for collection of dues, should communal funding be required for maintenance and/or repair of communal assets, such as the road. The need for annual dues has not yet been established.

A single private communally-owned entry/access road is proposed with the 150' Electric Transmission Easement (ETE) dividing the parcel into two (2) connected neighborhoods, with six (6)

units flanking the northern end of the entry road and eight (8) units off a circular cul-de-sac on the south side of the easement area. The design includes vegetated buffer strips adjacent to the Electric Transmission Easement on both sides. Habitat is hoping to be able to provide electric-generating solar panels on each of the homes to reduce annual electric costs to the income-eligible owners. Neighborhood utility transmission for water and electricity is intended to be installed below grade, parallel to the access road, where possible. Home heating and cooling is anticipated to be provided by ground source heat pumps, with no natural gas lines or tanks for heating oil or LP gas required. All homes are currently proposed to include full, sub-surface basements as building foundations and individual septic systems for each home.

Currently, Habitat proposes that owner and visitor parking will be provided off of the access road on drive way parking, provided on each house lot. Garages will not be part of the original construction, but Habitat seeks to retain the ability for owners to build garages or sheds on their properties in the future.

The Brewster Board of Selectmen have a policy that they will consider requests for waiver of permit fees on any or all of the units created by a 40B project, but the value of the waiver is considered a subsidy and must be quantified in the request. Inspection fees are not waive-able under the Selectmen's policy. Waivers often include conditions and are usually only granted on the affordable units and the value of any waivers is usually captured by the Town elsewhere.

Based on the presentation given on June 22, Selectman Foley moved that Board vote to support Habitat's concept for the development of 620 Tubman Road as presented, and to authorize the chair to sign this letter of support. Selectman Dickson seconded the motion and the vote was unanimously in favor (4 yes, 0 no, 0 abstentions). If any of the details of the proposal or plans change, please contact Jillian Douglass at 508-896-3701, ext 1130.

We are pleased to be able to lend the Board's strong support of this unique and exciting new neighborhood. Best of luck.

Sincerely,

A handwritten signature in black ink, appearing to read 'B deRuyter', with a stylized, sweeping flourish at the end.

Benjamin deRuyter, Chairman
Brewster Board of Selectmen

Cc: Brewster Zoning Board of Appeals
Victor Staley, Building & Zoning Commissioner

Phase II Photos



HABITAT FOR HUMANITY OF CAPE COD, INC.

(a nonprofit corporation)

FINANCIAL STATEMENTS

For the Years Ended June 30, 2017 and 2016

HABITAT FOR HUMANITY OF CAPE COD, INC.

Table of Contents

For the Years Ended June 30, 2017 and 2016

	<u>Page</u>
INDEPENDENT AUDITOR'S REPORT	1 - 2
FINANCIAL STATEMENTS:	
Statement of Financial Position	3
Statement of Activities	4 - 5
Statement of Functional Expenses	6 - 7
Statement of Cash Flows	8
NOTES TO FINANCIAL STATEMENTS:	9 - 19
SUPPLEMENTARY INFORMATION:	
REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS	20 - 21

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors
Habitat for Humanity of Cape Cod, Inc.
West Yarmouth, Massachusetts

Report on the Financial Statements

We have audited the accompanying financial statements of Habitat for Humanity of Cape Cod, Inc. (a nonprofit organization), which comprise the statements of financial position as of June 30, 2017 and 2016, and the related statements of activities, functional expenses and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Habitat for Humanity of Cape Cod, Inc. as of June 30, 2017 and 2016, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Other Reporting Required by Government Auditing Standards

In accordance with Government Auditing Standards, we have also issued our report dated December 29, 2017, on our consideration of Habitat for Humanity of Cape Cod, Inc.'s internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with Government Auditing Standards in considering Habitat for Humanity of Cape Cod, Inc.'s internal control over financial reporting and compliance.

Sanders, Walsh & Baker, LLC

Osterville, Massachusetts
December 29, 2017

HABITAT FOR HUMANITY OF CAPE COD, INC.**Statements of Financial Position**

June 30, 2017 and 2016

ASSETS

	2017	2016
Current Assets:		
Cash and cash equivalents - unrestricted	\$ 123,120	\$ 63,588
Cash and cash equivalents - restricted	643,698	597,278
Mortgages receivable (net of unamortized discount of \$66,967 and \$65,250)	173,068	163,560
Grants receivable	97,719	33,717
Inventory	20,102	19,386
Prepaid expenses	32,819	14,120
Homes under construction	3,072,343	2,259,114
Land for homes	2,019,075	2,271,132
Total Current Assets	6,181,944	5,421,895
Fixed Assets:		
Furniture and equipment	76,993	70,555
Leasehold improvements	112,020	112,020
Vehicles	74,832	74,832
Total Fixed Assets	263,845	257,407
Less accumulated depreciation	(104,846)	(81,446)
Net Fixed Assets	158,999	175,961
Other Assets:		
Mortgages receivable (net of unamortized discount of \$924,209 and \$964,578)	2,067,141	2,033,953
Intangibles (net of accumulated amortization of \$54,080 and \$47,342)	8,768	15,506
Other	21,837	19,463
Total Other Assets	2,097,746	2,068,922
Total Assets	\$ 8,438,689	\$ 7,666,778

LIABILITIES AND NET ASSETS

Current Liabilities:		
Accounts payable and accrued liabilities	\$ 180,412	\$ 200,393
Escrow balance	73,712	63,316
Notes payable	1,415,938	437,028
Current portion of long-term debt	81,711	82,310
Total Current Liabilities	1,751,773	783,047
Long-Term Liabilities:		
Long-term debt	176,882	190,364
Total Long Term Liabilities	176,882	190,364
Total Liabilities	1,928,655	973,411
Net Assets:		
Unrestricted	724,131	1,329,612
Temporarily restricted	5,452,570	5,077,446
Permanently restricted	333,333	286,309
Total Net Assets	6,510,034	6,693,367
Total Liabilities and Net Assets	\$ 8,438,689	\$ 7,666,778

The accompanying notes are an integral part of these financial statements

HABITAT FOR HUMANITY OF CAPE COD, INC.

Statement of Activities

For the Year Ended June 30, 2017

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
Revenues, Gains and Other Support:				
Sales of homes	\$ 1,345,500	\$ -	\$ -	\$ 1,345,500
Restore sales	809,606	-	-	809,606
Contributions	248,221	126,629	46,889	421,739
Donations in-kind	41,307	492,546	-	533,853
Fundraising income-net	109,077	-	-	109,077
Grants	36,000	917,782	-	953,782
Investment income	470	-	10,694	11,164
Other income	3,694	-	-	3,694
Total Revenues, Gains and Other Support	<u>2,593,875</u>	<u>1,536,957</u>	<u>57,583</u>	<u>4,188,415</u>
Expenses:				
Homebuilding and community programs	3,942,504	-	-	3,942,504
Management and general	270,517	-	-	270,517
Fund-raising	197,378	-	-	197,378
Total Expenses	<u>4,410,399</u>	<u>-</u>	<u>-</u>	<u>4,410,399</u>
Other Income:				
Amortization of discounts on mortgages	38,651	-	-	38,651
Total Other Income	<u>38,651</u>	<u>-</u>	<u>-</u>	<u>38,651</u>
Increase (Decrease) in Net Assets	(1,777,873)	1,536,957	57,583	(183,333)
Net Assets, Beginning of Year	1,329,612	5,077,446	286,309	6,693,367
Total Net Assets	(448,261)	6,614,403	343,892	6,510,034
Net Assets Transfers Between Classes	1,172,392	(1,161,833)	(10,559)	-
Net Assets, End of Year	<u>\$ 724,131</u>	<u>\$ 5,452,570</u>	<u>\$ 333,333</u>	<u>\$ 6,510,034</u>

The accompanying notes are an integral part of these financial statements

HABITAT FOR HUMANITY OF CAPE COD, INC.

Statement of Activities

For the Year Ended June 30, 2016

	Unrestricted	Temporarily Restricted	Permanently Restricted	Total
Revenues, Gains and Other Support:				
Sales of homes	\$ 1,210,150	\$ -	\$ -	\$ 1,210,150
Restore sales	792,461	-	-	792,461
Contributions	262,451	115,660	286,444	664,555
Donations in-kind	24,664	556,622	-	581,286
Fundraising income	240,749	-	-	240,749
Grants	27,000	1,673,836	-	1,700,836
Interest income	454	-	-	454
Rental income	280	-	-	280
Other income	4,829	-	-	4,829
Total Revenues, Gains and Other Support	<u>2,563,038</u>	<u>2,346,118</u>	<u>286,444</u>	<u>5,195,600</u>
Expenses:				
Homebuilding and community programs	3,695,445	-	-	3,695,445
Management and general	175,193	-	-	175,193
Fund-raising	272,029	-	-	272,029
Total Expenses	<u>4,142,667</u>	<u>-</u>	<u>-</u>	<u>4,142,667</u>
Other Income:				
Amortization of discounts on mortgages	101,217	-	-	101,217
Total Other Income	<u>101,217</u>	<u>-</u>	<u>-</u>	<u>101,217</u>
Increase (Decrease) in Net Assets	(1,478,412)	2,346,118	286,444	1,154,150
Net Assets, Beginning of Year	1,555,801	3,983,416	-	5,539,217
Total Net Assets	77,389	6,329,534	286,444	6,693,367
Net Assets Transfers Between Classes	1,252,223	(1,252,088)	(135)	-
Net Assets, End of Year	<u>\$ 1,329,612</u>	<u>\$ 5,077,446</u>	<u>\$ 286,309</u>	<u>\$ 6,693,367</u>

The accompanying notes are an integral part of these financial statements

HABITAT FOR HUMANITY OF CAPE COD, INC.

Statement of Functional Expenses

For the Year Ended June 30, 2017

	Home Building and Community Programs	Management and General	Fund Raising	Total
Expenses:				
Construction materials and other building costs	\$ 2,617,229	\$ -	\$ -	\$ 2,617,229
Advertising	3,148	-	-	3,148
Amortization expense	3,706	3,032	-	6,738
Depreciation expense	12,869	10,530	-	23,399
Fundraising	-	-	14,621	14,621
Employee benefits	56,272	5,704	12,307	74,283
Insurance	21,936	2,581	1,290	25,807
Interest	17,074	-	-	17,074
Bank charges	3,745	-	-	3,745
Restore expenses	582,782	-	-	582,782
Miscellaneous	41,072	3,912	3,912	48,895
Office expense	10,765	3,588	3,588	17,941
Payroll taxes	18,372	12,921	16,367	47,660
Postage, printing & newsletter	7,686	1,537	6,148	15,371
Accounting fees	-	24,157	-	24,157
Legal fees	10,504	-	-	10,504
Other professional fees	131,841	2,593	-	134,434
Rent and utilities	27,887	9,296	9,296	46,478
Repairs and maintenance	5,928	1,976	1,976	9,880
Home warranty expenses	4,797	-	-	4,797
Salaries and wages	352,045	100,780	127,665	580,490
Telephone	625	208	208	1,041
Technology expense	-	28,053	-	28,053
Tithe (national dues)	-	59,650	-	59,650
Travel	12,222	-	-	12,222
Total Expenses	<u>\$ 3,942,504</u>	<u>\$ 270,517</u>	<u>\$ 197,378</u>	<u>\$ 4,410,399</u>

The accompanying notes are an integral part of these financial statements

HABITAT FOR HUMANITY OF CAPE COD, INC.

Statement of Functional Expenses

For the Year Ended June 30, 2016

	Home Building and Community Programs	Management and General	Fund Raising	Total
Expenses:				
Construction materials and other building costs	\$ 2,394,608	\$ -	\$ -	\$ 2,394,608
Advertising	7,789	-	-	7,789
Amortization expense	2,252	1,843	-	4,095
Depreciation expense	12,801	10,474	-	23,275
Fundraising	-	-	122,531	122,531
Employee benefits	50,059	5,011	10,669	65,739
Insurance	15,936	1,875	937	18,748
Interest	16,380	-	-	16,380
Bank charges	3,321	-	-	3,321
Restore expenses	503,255	-	-	503,255
Miscellaneous	49,503	4,715	4,714	58,932
Office expense	9,616	3,206	3,205	16,027
Payroll taxes	19,229	11,436	12,432	43,097
Postage, printing & newsletter	7,162	1,432	5,730	14,324
Accounting fees	-	18,452	-	18,452
Legal fees	10,778	-	-	10,778
Other professional fees	126,014	-	-	126,014
Rent and utilities	27,097	9,033	9,032	45,162
Repairs and maintenance	4,753	1,585	1,584	7,922
Home warranty expenses	4,740	-	-	4,740
Salaries and wages	339,140	92,893	100,980	533,013
Telephone	646	216	215	1,077
Unfeasible projects	2,802	-	-	2,802
Technology expense	-	13,022	-	13,022
Tithe (national dues)	-	71,730	-	71,730
Travel	15,833	-	-	15,833
Total Expenses	<u>\$ 3,623,715</u>	<u>\$ 246,923</u>	<u>\$ 272,029</u>	<u>\$ 4,142,667</u>

The accompanying notes are an integral part of these financial statements

HABITAT FOR HUMANITY OF CAPE COD, INC.

Statements of Cash Flows

For the Years Ended June 30, 2017 and 2016

	2017	2016
Cash Flows from Operating Activities:		
Change in net assets	\$ (183,333)	\$ 1,154,150
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation and amortization	30,138	27,370
(Increase) decrease in operating assets:		
Grants receivable	(64,002)	(2,390)
Mortgages receivable	(42,696)	41,239
Prepaid expenses	(18,699)	7,728
Inventory, land/homes under construction/donated building costs	(561,888)	(895,064)
Other assets	(2,374)	4,766
Increase (decrease) in operating liabilities:		
Accounts payable and accrued expenses	(19,981)	18,215
Escrow balances	10,396	6,756
Net Cash Provided by (Used in) Operating Activities	<u>(852,439)</u>	<u>362,770</u>
Cash Flows from Investing Activities:		
Purchase of equipment, software and leasehold improvements	<u>(6,438)</u>	<u>(46,934)</u>
Net Cash Provided by (Used in) Investing Activities	<u>(6,438)</u>	<u>(46,934)</u>
Cash Flows from Financing Activities:		
Proceeds from notes payable and long-term debt	1,715,938	759,632
Payments on notes payable and long-term debt	<u>(751,109)</u>	<u>(837,261)</u>
Net Cash Provided by (Used in) Financing Activities	<u>964,829</u>	<u>(77,629)</u>
Net Increase (Decrease) in Cash and Cash Equivalents	105,952	238,207
Cash and Cash Equivalents at Beginning of Year	<u>660,866</u>	<u>422,659</u>
Cash and Cash Equivalents at End of Year	<u><u>\$ 766,818</u></u>	<u><u>\$ 660,866</u></u>
Supplemental Cash Flow Information:		
Cash expended for interest	<u><u>\$ 69,266</u></u>	<u><u>\$ 36,136</u></u>

The accompanying notes are an integral part of these financial statements

HABITAT FOR HUMANITY OF CAPE COD, INC.

Notes to Financial Statements

For the Years Ended June 30, 2017 and 2016

NOTE A - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES:

Organization

Habitat for Humanity of Cape Cod, Inc. (the "Organization") is a Massachusetts nonprofit organization formed in May 1988 to build affordable homes in the Cape Cod area and to sell them at well below market price to low income families. Most buyers finance their homes through non-interest bearing mortgages originated, held and serviced by the Organization. Consequently, the Organization's ability to collect amounts due is affected by economic fluctuations in the area. Buyers meeting Federal requirements may finance their homes through a U.S. Government agency and the Organization does not originate, hold or service those loans.

Tax Exempt Status

The Organization is exempt from federal income taxes under Section 501(c)(3) of the Internal Revenue Code, except on net income derived from unrelated business activities. The Organization is not a private foundation as defined by Section 509(a) of the Code.

Basis of Accounting

The accompanying financial statements have been prepared on the accrual basis of accounting. The significant accounting policies are described below to enhance the usefulness of the financial statements to the reader.

Financial Statement Presentation

Pursuant to accounting principles generally accepted in the United States of America, the Organization's net assets are reported in each of the following classes: (a) unrestricted net assets, (b) temporarily restricted net assets, and (c) permanently restricted net assets. Net assets of the two (2) restricted classes are created by donor imposed restrictions on their use. Permanently restricted net assets consists of endowment funds that have been restricted by donors to be maintained in perpetuity. All other net assets, including board designated or appropriated amounts, are legally unrestricted and are reported as part of the unrestricted class.

Donated Services

A substantial number of volunteers donated significant amounts of their time in the Organization's program services. Except for services meeting the criteria for in-kind support (see NOTE C), no amounts have been reflected in the financial statements as no objective basis is available to measure the value of such services.

Contributions & Grants

The Organization reports gifts of cash and other assets as restricted support if they are received with donor or grantor stipulations that limit the use of the donated assets. The Organization receives grants from government entities or agencies and from other sources. These grants are generally restricted for land acquisitions or homebuilding costs. When a donor or grantor restriction expires, that is, when a stipulated time restriction ends or the purpose restriction is accomplished, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the Statement of Activities as net assets released from restrictions.

The Organization reports gifts of land, buildings, and equipment as unrestricted support unless explicit donor stipulations specify how the donated assets must be used. Gifts of long-lived assets with explicit restrictions that specify how the assets are supposed to be used and gifts of cash or other assets that must be used to acquire long-lived assets are reported as restricted support. Absent of explicit donor stipulations about how long those long-lived assets must be maintained, the Organization reports expirations of donor restrictions when the donated or acquired long-lived assets are placed in service.

HABITAT FOR HUMANITY OF CAPE COD, INC.

Notes to Financial Statements

For the Years Ended June 30, 2017 and 2016

NOTE A - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued):

Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Cash and Cash Equivalents

For the purposes of the statement of cash flows, the Organization considers all cash accounts which are not subject to withdrawal restrictions and all highly liquid debt instruments purchased with a maturity of three months or less to be cash equivalents.

Compensated Absences

Compensated absences have been accrued in accordance with the organization's vacation and sick pay policies. Accrued absences were \$20,742 and \$15,319, for the years ended June 30, 2017 and 2016, respectively.

Property and Equipment

Property and equipment are recorded at cost and capitalized if costs exceed \$2,500. Expenditures for maintenance and repairs are charged against operations. Donations of property and equipment are recorded at their estimated fair market value. Such donations are reported as unrestricted support unless the donor has restricted the donated asset to a specific purpose.

Depreciation

Property and equipment are depreciated using the straight-line method over the estimated useful lives of the assets as follows.

Software	3 years
Furniture and equipment	5 - 7 years
Building and improvements	15 - 39 years

Depreciation expense was \$23,399 and \$23,275, for the years ended June 30, 2017 and 2016, respectively.

Amortization

Computer software and website development costs are amortized over a 3 year period. Amortization expense for the years ended June 30, 2017 and 2016, was \$6,738 and \$4,095, respectively.

NOTE B - LEASE COMMITMENTS:

In September 2010, the Organization entered into a lease for office space located at 411 Main Street in Yarmouth Port. The original term of the lease was for five (5) years and two (2) months and it expired on November 30, 2015. The tenant has an option to extend the original terms for two additional periods of 5 years each. The tenant and landlord agreed to extend the lease for a second term in November 2015. The second term of the lease expires on November 30, 2020. The current monthly rent is \$2,408.

HABITAT FOR HUMANITY OF CAPE COD, INC.

Notes to Financial Statements

For the Years Ended June 30, 2017 and 2016

NOTE B - LEASE COMMITMENTS (continued):

In January 2015, the Organization entered into a lease for additional office space at 411 Main Street in Yarmouth Port. The original term of the lease is for five (5) years and eleven (11) months and it expires on December 31, 2020. The tenant has an option to extend the original terms for two additional periods of 5 years each. The current monthly rent is \$750. The combined rent expense for the office space located at 411 Main Street, Yarmouth Port was \$38,196 and \$36,893 for the years ended June 30, 2017 and 2016, respectively.

In 2015, the Restore leases for Units 1, 2, 3, 4 and 5 for the retail space located at 28 White's Path in South Yarmouth were combined into one lease. The original term of the lease expired on June 30, 2016. The lease includes three (3) options to renew the lease for an additional term of five (5) years per option period. The first option to renew was exercised on July 1, 2016 and expires on June 30, 2021. The monthly rent increases 3% per annum throughout the option periods. The current monthly rent is \$6,014. Rent expense was \$72,712 and \$71,120 for the years ended June 30, 2017 and 2016, respectively.

In 2016, the Organization entered into a lease for warehouse space located at 291 Hokum Rock Road, in Dennis. The term of the lease is for five (5) years and it expires on August 1, 2021. The monthly rent is \$1,300 for the first two years, \$1,350 in year three, \$1,400 in year four and \$1,450 in year five. The tenant is responsible for its own utilities. The rent expense for the warehouse space was \$14,300 and \$0, for the years ended June 30, 2017 and 2016, respectively.

Annual minimum lease payments at June 30, 2017, are as follows:

June 30	Amount
2018	\$ 129,247
2019	132,661
2020	135,892
2021	75,104
2022	1,450
Thereafter	-
	<u>\$ 474,354</u>

NOTE C - IN-KIND DONATIONS:

The Organization records various types of in-kind support, including services, materials, real property and other tangible assets. GAAP requires recognition of professional services received if those services (a) create or enhance long-lived assets or (b) require specialized skills, are provided by individuals possessing those skills, and would typically need to be purchased if not provided by donation. Certain services received by the Organization meet these criteria. In-kind donations recognized for the years ending June 30, 2017 and 2016, were \$533,853 and \$581,286, respectively. Contributions of services and tangible assets are recognized at fair value when received. The amounts reflected in the accompanying financial statements as in-kind support are offset by like amounts included in either expense or asset accounts.

HABITAT FOR HUMANITY OF CAPE COD, INC.

Notes to Financial Statements For the Years Ended June 30, 2017 and 2016

NOTE D - NOTES PAYABLE:

The Organization has a line of credit with Eastern Bank that has a maximum borrowing limit of \$250,000 at an interest rate of 1.50% above the Wall Street Journal prime rate. The note is collateralized by a first priority perfected security interest in all personal property. As of June 30, 2017 and 2016, the outstanding balances were \$250,000 and \$0, respectively. Interest expense charged to operations for the years ended June 30, 2017 and 2016, was \$4,185 and \$2,740, respectively. No interest was capitalized for the years ended June 30, 2017 and 2016.

On May 28, 2014, the Organization received a construction loan from the Cape Cod Five Cents Savings Bank with a principal amount of \$60,000 and a due date of May 28, 2016. Interest on the outstanding principal balance bears a per annum interest rate of 3.92% and is payable monthly. As of June 30, 2016, the outstanding balances were \$0 and \$0, respectively. Interest expense capitalized for the years ended June 30, 2017 and 2016, was \$0 and 196, respectively. No interest expense was charged to operations for the years ended June 30, 2017 and 2016.

On May 28, 2014, the Organization received a construction loan from the Cape Cod Five Cents Savings Bank with a principal amount of \$210,000 and a due date of November 28, 2016. Interest on the outstanding principal balance bears a per annum interest rate of 3.92% and is payable monthly. As of June 30, 2017 and 2016, the outstanding balances were \$0 and \$60,000, respectively. Interest expense capitalized for the years ended June 30, 2017 and 2016, was \$0 and 6,458, respectively. No interest expense was charged to operations for the years ended June 30, 2017 and 2016.

On May 28, 2014, the Organization received a construction loan from the Cape Cod Five Cents Savings Bank with a principal amount of \$360,000 and a due date of August 28, 2017. Interest on the outstanding principal balance bears a per annum interest rate of 3.92% and is payable monthly. As of June 30, 2017 and 2016, the outstanding balances were \$360,000 and \$120,000, respectively. Interest expense capitalized for the years ended June 30, 2017 and 2016, was \$11,444 and \$4,728, respectively. No interest expense was charged to operations for the years ended June 30, 2017 and 2016.

On May 28, 2014, the Organization received a construction loan from the Cape Cod Five Cents Savings Bank with a principal amount of \$180,000 and a due date of August 28, 2017. Interest on the outstanding principal balance bears a per annum interest rate of 3.92% and is payable monthly. As of June 30, 2017 and 2016, the outstanding balances were \$180,000 and \$180,000, respectively. Interest expense capitalized for the years ended June 30, 2017 and 2016, was \$15,451 and \$5,991, respectively. No interest expense was charged to operations for the years ended June 30, 2017 and 2016.

On October 21, 2015, the Organization received a construction loan from the Cape Cod Five Cents Savings Bank with a principal amount of \$60,000 and a due date of October 21, 2017. Interest on the outstanding principal balance bears a per annum interest rate of 4.19% and is payable monthly. As of June 30, 2017 and 2016, the outstanding balances were \$0 and \$60,000, respectively. Interest expense capitalized for the years ended June 30, 2017 and 2016, was \$210 and \$1,641, respectively. No interest expense was charged to operations for the years ended June 30, 2017 and 2016.

On October 14, 2015, the Organization received a construction loan from the Cape Cod Five Cents Savings Bank with a principal amount of \$30,000 and a due date of October 14, 2017. Interest on the outstanding principal balance bears a per annum interest rate of 4.32% and is payable monthly. As of June 30, 2017 and 2016, the outstanding balances were \$0 and \$0, respectively. Interest expense capitalized for the years ended June 30, 2017 and 2016, was \$0 and \$742, respectively. No interest expense was charged to operations for the years ended June 30, 2017 and 2016.

HABITAT FOR HUMANITY OF CAPE COD, INC.

Notes to Financial Statements

For the Years Ended June 30, 2017 and 2016

NOTE D - NOTES PAYABLE (continued):

On May 8, 2017, the Organization received a construction loan for the project at 143 Route 6, Truro, MA from the Cape Cod Five Cents Savings Bank with a principal amount of \$270,000 and a due date of May 8, 2019. Interest on the outstanding principal balance bears a per annum interest rate of 4.63% and is payable monthly. As of June 30, 2017 and 2016, the outstanding balances were \$75,938 and \$0, respectively. Interest expense capitalized for the years ended June 30, 2017 and 2016, was \$596 and \$0, respectively. No interest expense was charged to operations for the years ended June 30, 2017 and 2016.

On August 16, 2016, the Organization received a construction loan for the project at Paul Hush Way, Brewster, MA from Housing Ministries of New England with a principal amount of \$550,000 and a due date of September 30, 2018. Interest on the outstanding principal balance bears a per annum interest rate of 4.5% and is payable monthly. As of June 30, 2017 and 2016, the outstanding balances were \$550,000 and \$0, respectively. Interest expense capitalized for the years ended June 30, 2017 and 2016, was \$20,556 and \$0, respectively. No interest expense was charged to operations for the years ended June 30, 2017 and 2016.

On November 7, 2016, the Organization received a construction loan for the projects at 132 Quinnaquisset Avenue, Mashpee, MA and 108 Orchard Road, Mashpee, MA from Cape Cod Five Cents Savings Bank with a principal amount of \$180,000 and a due date of November 7, 2018. Interest on the outstanding principal balance bears a per annum interest rate of 4.3% and is payable monthly. As of June 30, 2017 and 2016, the outstanding balances were \$0 and \$0, respectively. Interest expense capitalized for the years ended June 30, 2017 and 2016, was \$3,136 and \$0, respectively. No interest expense was charged to operations for the years ended June 30, 2017 and 2016.

NOTE E - INVESTMENTS:

Investments are comprised primarily of money market funds and cash. They are carried at fair market value. Occasionally, the organization receives donated securities which are immediately converted into cash.

NOTE F - SALE OF HOMES:

Sale of homes includes revenue from the sale of new homes built and of homes previously sold that have been foreclosed upon by the Organization. Consistent with the Organization's mission, the sales price of a home is subject to significant restrictions stemming from laws and regulations for affordable housing. Accordingly, homes are sold at amounts that can be significantly below fair value absent such restrictions.

For the year ended June 30, 2017, the Organization sold ten (10) homes for total revenue of \$1,345,500. Of those sales, \$1,093,500 were financed by the buyers directly with a U.S. government agency and the Organization received the proceeds at closing, while \$252,000 were financed by mortgages originated and held by the Organization.

NOTE G - MORTGAGES RECEIVABLE:

Individuals purchasing and financing a home from the Organization receive a twenty (20) or twenty eight (28) year non-interest bearing financing and mortgage. Each mortgage is discounted to its present value using a discount rate ranging from six (6) to nine (9) percent.

HABITAT FOR HUMANITY OF CAPE COD, INC.

Notes to Financial Statements

For the Years Ended June 30, 2017 and 2016

NOTE G - MORTGAGES RECEIVABLE (continued):

All homes sold by the Organization are subject to governmental restrictions as to qualification of low income buyers and there are significant limitations on the price at which a home may be sold. Occasionally, the Organization forecloses on a mortgage when a borrower is unable to pay the debt. When a loan is foreclosed and the property re-sold, the Organization may be required by law to pay the borrower a portion of any net proceeds in excess of the carrying amount of the related mortgage, subject to adjustment for impairment based on the value of the underlying collateral. There were no foreclosed properties during the fiscal years ending June 30, 2017 and 2016.

The annual maturities of these mortgages and unamortized discounts are as follows:

June 30	Gross Amount	Unamortized Discount	Net Amount
2018	\$ 240,035	\$ (66,967)	\$ 173,068
2019	240,035	(66,251)	173,784
2020	240,035	(65,893)	174,142
2021	240,035	(65,185)	174,850
2022	240,035	(64,356)	175,679
Thereafter	2,031,210	(662,525)	1,368,685
	<u>\$3,231,385</u>	<u>\$ (991,177)</u>	<u>\$2,240,208</u>

NOTE H - LONG-TERM DEBT:

In April 2009, the Organization entered into a long-term debt program with Habitat for Humanity, International under the Accelerated Asset Recovery Program. The original amount borrowed was \$137,300 at a 5.3% interest rate with principal and interest payments of \$5,901 due quarterly. Future mortgage payments to be received by the Organization were used as collateral. As of June 30, 2017 and 2016, the outstanding loan balances were \$0 and \$0, respectively. Interest expense charged to operations for the years ended June 30, 2017 and 2016, was \$0 and \$303, respectively.

In November 2010, the Organization entered into a long-term debt program with Habitat for Humanity, International under the Accelerated Asset Recovery Program. The original amount borrowed was \$162,700 at a 4.95% interest rate with principal and interest payments of \$6,911 due quarterly. Future mortgage payments to be received by the Organization were used as collateral. As of June 30, 2017 and 2016, the outstanding loan balances were \$13,570 and \$39,727, respectively. Interest expense charged to operations for the years ended June 30, 2017 and 2016, was \$1,486 and \$2,742, respectively.

In November 2012, the Organization entered into a long-term debt program with Habitat for Humanity, International under the Accelerated Asset Recovery Program. The original amount borrowed was \$170,000 at a 4.00% interest rate with principal and interest payments of \$6,991 due quarterly. Future mortgage payments to be received by the Organization were used as collateral. As of June 30, 2017 and 2016, the outstanding loan balances were \$66,215 and \$90,911, respectively. Interest expense charged to operations for the years ended June 30, 2017 and 2016, was \$3,269 and \$4,232, respectively.

HABITAT FOR HUMANITY OF CAPE COD, INC.

Notes to Financial Statements

For the Years Ended June 30, 2017 and 2016

NOTE H - LONG-TERM DEBT (continued):

In September 2015, the Organization entered into a long-term debt program with Habitat for Humanity, International under the Accelerated Asset Recovery Program. The original amount borrowed was \$164,700 at a 4.00% interest rate with principal and interest payments of \$9,127 due quarterly. Future mortgage payments to be received by the Organization were used as collateral. As of June 30, 2017 and 2016, the outstanding loan balances were \$110,743 and \$142,035, respectively. Interest expense charged to operations for the years ended June 30, 2017 and 2016 was \$5,216 and \$6,363, respectively.

On December 16, 2015, the Organization entered into a three year vehicle retail installment contract with Ford Motor Credit Company, with a maturity date of December 16, 2018. The amount borrowed was \$20,000 at a 5.99% interest rate with principal and interest payments of \$610 due monthly. The note is secured by a security interest in the vehicle. As of June 30, 2017 and 2016, the outstanding loan balances were \$10,510 and \$17,028, respectively. Interest expense charged to operations for the years ended June 30, 2017 and 2016 was \$800 and \$540, respectively.

On August 1, 2016, the Organization entered into a 15 year term note with The Cape Cod Five Cents Savings Bank with a maturity date of August 1, 2031. The amount borrowed was \$30,000 at a 5.34% interest rate with principal and interest payments of \$244 due monthly. The note is secured by a security interest the purchase money note and mortgage in the amount of \$126,000 between Habitat For Humanity and the purchasers of 1815 Old Stage Road, West Barnstable, MA. As of June 30, 2017 and 2016, the outstanding loan balances were \$28,777 and \$0, respectively. Interest expense charged to operations for the years ended June 30, 2017 and 2016 was \$1,459 and \$0, respectively.

On August 1, 2016, the Organization entered into a 15 year term note with The Cape Cod Five Cents Savings Bank with a maturity date of August 1, 2031. The amount borrowed was \$30,000 at a 5.34% interest rate with principal and interest payments of \$244 due monthly. The note is secured by a security interest the purchase money note and mortgage in the amount of \$126,000 between Habitat For Humanity and the purchasers of 1825 Old Stage Road, West Barnstable, MA. As of June 30, 2017 and 2016, the outstanding loan balances were \$28,777 and \$0, respectively. Interest expense charged to operations for the years ended June 30, 2017 and 2016 was \$1,459 and \$0, respectively.

The maturities schedule on long-term debt is as follows:

June 30	Amount
2018	\$ 81,711
2019	67,386
2020	51,819
2021	12,343
2022	3,489
Thereafter	41,845
	<u>\$ 258,593</u>

HABITAT FOR HUMANITY OF CAPE COD, INC.

Notes to Financial Statements

For the Years Ended June 30, 2017 and 2016

NOTE I - RESTRICTED NET ASSETS:

The Organization reported temporarily restricted net assets of \$5,452,570 and \$4,791,137 for the years ended June 30, 2017 and 2016, respectively. Temporarily restricted net assets are comprised of funds limited to use in construction of affordable housing and escrow funds maintained on behalf of others. The Organization reported permanently restricted net assets of \$ 333,333 and \$286,309 for the years ended June 30, 2017 and 2016, respectively. Permanently restricted net assets are donor-restricted for the purpose of improving housing for families in need on Cape Cod, Massachusetts.

NOTE J - HOMES UNDER CONSTRUCTION:

Homes under construction represent the amount of monies expended and certain in-kind donations for homes which are not completed and ready for occupancy. The Organization expended \$5,689,572 in homebuilding costs in 2017, consisting of \$2,617,229 in expenses for homes that were sold during fiscal year 2017 and \$3,072,343 in expenses for homes under construction that were still in the process of being built as of June 30, 2017. The Organization expended \$4,653,722 in homebuilding costs in 2016, consisting of \$2,394,608 in expenses for homes that were sold during fiscal year 2016 and \$2,259,114 in expenses for homes under construction that were still in the process of being built as of June 30, 2016.

NOTE K - SIGNIFICANT CONCENTRATIONS OF CREDIT RISK:

The Corporation's cash balances are insured by the Federal Deposit Insurance Corporation (FDIC). The FDIC deposit insurance is \$250,000 per depositor. The Corporation's uninsured cash balances at June 30, 2017 and 2016, totaled \$81,115 and \$36,309, respectively.

NOTE L - ENDOWMENT FUNDS:

The Organization's endowment consists solely of donor-restricted funds from the estate of Arthur W. Baker. The funds are to be prudently invested in such a way that principal is reasonably safeguarded and the funds grow at a pace that keeps up with inflation. Net income and any principal appreciation that exceeds the rate of inflation in each year shall be expended annually to improve housing for families in need on Cape Cod, Massachusetts. As required by generally accepted accounting principles, net assets associated with endowment funds, including funds designated by the Board of Trustees to function as endowments, are classified and reported based on the existence or absence of donor-imposed restrictions.

HABITAT FOR HUMANITY OF CAPE COD, INC.

Notes to Financial Statements

For the Years Ended June 30, 2017 and 2016

NOTE L - ENDOWMENT FUNDS (continued):

The Board of Directors of the Organization has interpreted the State Prudent Management of Institutional Funds Act (SPMIFA) as requiring the preservation of the fair value of the original gift as of the gift date of the donor-restricted endowment funds absent explicit donor stipulations to the contrary. As a result of this interpretation, the Organization classifies as permanently restricted net assets (a) the original value of gifts donated to the permanent endowment, (b) the original value of subsequent gifts to the permanent endowment, and (c) accumulations to the permanent endowment made in accordance with the direction of the applicable donor gift instrument at the time the accumulation is added to the fund. The remaining portion of the donor-restricted endowment fund that is not classified in permanently restricted net assets is classified as temporarily restricted net assets until those amounts are appropriated for expenditure by the Organization in a manner consistent with the standard of prudence prescribed by SPMIFA. In accordance with SPMIFA, the Organization considers the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds: (1) the duration and preservation of the various funds, (2) the purposes of the donor-restricted endowment funds, (3) general economic conditions, (4) the possible effect of inflation and deflation, (5) the expected total return from income and the appreciation of investments, (6) other resources of the Organization, and (7) the Organization's investment policies.

Habitat for Humanity Cape Cod, Inc. is entrusted with the investment management of its donors' funds and with carrying out the wishes of the donors and seeks through its investment policy to maintain and increase the real value of the endowment principal and distributions over the long-term. An Investment Committee oversees the investment management and enables the Board to prudently execute its fiduciary responsibilities in that regard. The Investment Committee's objectives and responsibilities include establishing a formal and prudent process for the management of the investment strategy, implementing the investment strategy, monitoring investment results and expenses, ensuring that the donor's wishes are followed and performing any other investment activities delegated by the Board of Directors.

The Board of Directors has adopted the Total Return Concept approach to investing, combined with a prudent spending rate. The Total Return Concept allows an Investment Manager to invest with discretion in the optimum mix of quality stocks, bonds and cash instruments during all market cycles. The Organization's general investment guidelines encourage flexibility in the investment approach, as determined by the Investment Manager's outlook for interest rates and equity market returns. Investments considered inappropriate due to their illiquid and riskier natures and the use of financial instruments for speculative purposes or for leverage is prohibited. The Board of Directors have adopted the following range of asset allocations for the Organization's investments; Cash 1 - 15%, Equities 20 - 40% and fixed income investments 60 - 80%. The Investment Committee is responsible for monitoring and evaluating the investment manager, however, the Board of Directors ultimately bears the fiduciary responsibility to see that the investments are properly managed.

The Investment Committee from time to time shall establish a spending rate that bases distributions on the average market value for the twelve prior quarters. The spending rate is ultimately set by the Board of Directors. Any distributions from donor funds shall follow the wishes of the donor to the extent possible.

HABITAT FOR HUMANITY OF CAPE COD, INC.

Notes to Financial Statements For the Years Ended June 30, 2017 and 2016

NOTE L - ENDOWMENT FUNDS (continued):

Endowment net asset composition by type of fund as of June 30, 2017 is as follows:

	Unrestricted	Temporarily Restricted	Permanently Restricted	Total Net Endowment Assets
Donor-restricted Endowment Funds				
Cash and cash equivalents	\$ -	\$ -	\$ 3,477	\$ 3,477
Fixed income mutual funds	-	-	152,837	152,837
Equity mutual funds	-	-	184,985	184,985
Transferred to temporarily restricted net assets	-	-	(7,966)	(7,966)
Total Donor-restricted Endowment Funds	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 333,333</u>	<u>\$ 333,333</u>

Changes in endowment net assets as of June 30, 2017 are as follows:

	Unrestricted	Temporarily Restricted	Permanently Restricted	Total Net Endowment Assets
Endowment Net Assets, Beginning of Year	\$ -	\$ -	\$ 286,309	\$ 286,309
Contributions	-	-	46,889	46,889
Investment income	-	8,015	135	8,150
Net appreciation (depreciation)	-	2,544	-	2,544
Investment fees	-	(2,593)	-	(2,593)
Amounts appropriated for expenditures	-	(7,966)	-	(7,966)
Endowment Net Assets, End of Year	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 333,333</u>	<u>\$ 333,333</u>

The aggregate amount of the deficiencies was \$0 and \$135 for the years ended June 30, 2017 and 2016, respectively.

NOTE M - FINANCIAL INSTRUMENTS:

Fair Value

The fair value of the Organization's financial instruments have been determined at a specific point in time based on the relevant market information about the financial instruments. Estimates of fair value are subject in nature and involve uncertainties and matters of significant judgment and, therefore, cannot be determined with precision. Changes in assumptions could significantly affect the estimates.

The carrying value of the organization's cash and equivalents, accounts receivable, accounts payable, accrued expenses and other liabilities approximate their respective fair value due to the short-term nature of these instruments.

HABITAT FOR HUMANITY OF CAPE COD, INC.

Notes to Financial Statements

For the Years Ended June 30, 2017 and 2016

NOTE N - 401K PLAN:

The Organization began offering a 401K plan to its employees in January, 2015. Employees are eligible for the plan after three months of service. The plan has a discretionary profit sharing component that allows for employer contributions. For the year end June 30, 2017 and 2016, the employer contributions to the plan were \$20,053 and \$15,455, respectively.

NOTE O - EVALUATION OF SUBSEQUENT EVENTS:

The Organization has evaluated subsequent events through December 29, 2017, the date the financial statements were available to be issued. The Organization acquired \$151,560 in additional debt to finance its home building projects and retired \$631,667 in construction loan debt. It sold seven homes that were under construction as of June 30, 2017 that totaled \$973,750 in sales. As of December 29, 2017, there were no other subsequent events to report.

REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER
MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH
GOVERNMENT AUDITING STANDARDS

INDEPENDENT AUDITOR'S REPORT

Board of Directors
Habitat for Humanity of Cape Cod, Inc.
West Yarmouth, Massachusetts

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in Government Auditing Standards issued by the Comptroller General of the United States, the financial statements of Habitat for Humanity of Cape Cod, Inc. (a nonprofit organization), which comprise the statement of financial position as of June 30, 2017, and the related statements of activities, and cash flows for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated December 29, 2017.

Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered Habitat for Humanity of Cape Cod, Inc.'s internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements but not for the purpose of expressing an opinion on the effectiveness of Habitat for Humanity of Cape Cod, Inc.'s internal control. Accordingly, we do not express an opinion on the effectiveness of Habitat for Humanity of Cape Cod, Inc.'s internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weaknesses* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the organization's financial statements will not be prevented, or detected and corrected in a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of the internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether Habitat for Humanity of Cape Cod, Inc.'s financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under Government Auditing Standards.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Sandra Waldman, LLC

Osterville, Massachusetts
December 29, 2017