



Town of Brewster Affordable Housing Trust

2198 Main St., Brewster, MA 02631
(508) 896-3701

AFFORDABLE HOUSING TRUST MEETING AGENDA

2198 Main Street
Thursday, August 3, 2023 at 5PM

Affordable Housing Trust

Timothy Hackert
Chair

Maggie
Spade-Aguilar
Vice Chair

Ned Chatelain
Clerk

Antone Freitas

Vanessa Greene

Donna Kalinick

Paul Ruchinskaskas

Housing Coordinator

Jill Scalise

This meeting will be conducted in person at the time and location identified above. This means that at least a quorum of the members of the public body will attend the meeting in person and members of the public are welcome to attend in person as well. **As a courtesy only, access to the meeting is also being provided via remote means in accordance with applicable law. Please note that while an option for remote attendance and/or participation is being provided as a courtesy to the public, the meeting/hearing will not be suspended or terminated if technological problems interrupt the virtual broadcast or affect remote attendance or participation, unless otherwise required by law.** Members of the public with particular interest in any specific item on this agenda, which includes an applicant and its representatives, should make plans for in-person vs. virtual attendance accordingly.

Members of the public who wish to access the meeting may do so in the following manner:

Phone: Call (312) 626 6799 or (301) 715-8592. Webinar ID: 843 9277 5553 Passcode: 231023

To request to speak: Press *9 and wait to be recognized.

Zoom Webinar: <https://us02web.zoom.us/j/84392775553?pwd=T2pEbVFGT1NUSWtDMGk5RWFod0s2dz09>

Passcode: 231023

To request to speak: Tap Zoom "Raise Hand", then wait to be recognized.

When required by law or allowed by the Chair, persons wishing to provide public comment or otherwise participate in the meeting, may do so by accessing the meeting remotely, as noted above. Additionally, the meeting will be broadcast live, in real time, via **Live broadcast** (Brewster Government TV Channel 18), **Livestream** (livestream.brewster-ma.gov), or **Video recording** (tv.brewster-ma.gov).

Please note that the Affordable Housing Trust may take official action, including votes, on any item on this agenda.

1. Call to Order
2. Declaration of a Quorum
3. Meeting Participation Statement
4. Recording Statement- "As required by the Open Meeting Law we are informing you that the Town will be video and audio taping as well as broadcasting this public meeting. In addition, if anyone else intends to either video or audio tape this meeting they are required to inform the chair."
5. Citizen's Forum – Members of the public may address the Housing Trust on Housing Trust matters for a maximum of up to 3 minutes at the Chair's discretion. Under the Open Meeting Law, the Housing Trust can only address each item listed on the agenda and may do so during the appropriate agenda item. The Trust also may add items presented to a future agenda.
6. Millstone Affordable Housing Property update
7. 212 Yankee Drive: Discussion and possible vote on bid to preserve home
8. Housing Program Assistant position update
9. Buydown Program CPC funding application update
10. Rental Assistance Program: Discussion of Request for Quotes (RFQ) responses and possible vote on contract award
11. Housing Trust Guidelines and 2024 Priority Initiatives: Initial Discussion
12. Housing Coordinator update
13. Cape Cod Sea Camps updates
14. For Your Information
15. Matters Not Reasonably Anticipated by the Chair
16. Approval of Minutes from July 3, 2023
17. Next Scheduled Meetings: Local Preference Session 8.17.23 at 6PM, Trust 9.07.23 at 5PM
18. Adjournment

Date Posted:
08.01.2023

Date Revised:

Received by Town Clerk:

BREWSTER MA CLERK
23 AUG 1 9:56

6. Millstone Affordable Housing

DECISION
BREWSTER ZONING BOARD OF APPEALS
Millstone Road Comprehensive Permit Application

Decision Number: 23-04

Date Application Filed: December 22, 2022

Applicant: Preservation of Affordable Housing, Inc./Housing Assistance Corporation

Premises Affected: 0 Millstone Road, Assessor's Map 98 Lot 12

Relief Requested: Comprehensive Permit, G.L. c. 40B, §§ 20-23

Public Notice: January 20, 27, 2023

Public Hearing(s) held: February 7, 2023; March 14, 2023; April 11, 2023; May 9, 2023

Decision of the Board: Approved with Conditions

Members participating: Brian Harrison (Chair), Jeff Carter (Vice Chair), Patricia Eggers, Bruce MacGregor and Trish Metz

Date of Decision: June 13, 2023

Book 18897 Page 134 and Book 31410 Page 87

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DECISION
BREWSTER ZONING BOARD OF APPEALS
Millstone Road Comprehensive Permit Application

I. FINDINGS

The Zoning Board of Appeals hereby finds as follows:

Procedural History

1. On December 22, 2023, Preservation of Affordable Housing, Inc. and Housing Assistance Corp. (“Applicant”) submitted a Comprehensive Permit application to construct 45 rental units (“Project”) in eleven buildings on approximately 16.6 acres of land at 0 Millstone Road in Brewster (Tax Assessor’s Map 98 Lot 12) (“Site”). Thirty-five units will be affordable for households with incomes at or below 60 percent of Area Median Income (AMI), and ten units will be affordable for households with incomes at or below 80 percent AMI. Upon receipt of the application, Brewster Planning Department staff distributed copies of the application to Local Boards and town departments for review and comment.
2. The Zoning Board of Appeals (“Board”) opened and held a duly-noticed public hearing on February 7, 2023, and continued the hearing to March 14, 2023; April 11, 2023; and May 9, 2023. The Applicant consented in writing to extend the opening of the hearing. The Board closed the public hearing on May 9, 2023. The Board reviewed a draft written decision and deliberated on the Project at its duly-noticed public meeting on June 13, 2023, and voted unanimously, five votes in favor, none opposed, to grant the Comprehensive Permit with Conditions.
3. At its hearing on February 7, 2023, the Board received presentations from the Applicant’s development team. Attorney Peter Freeman provided an overview of the Project and the basic requirements of G.L. c. 40B, §§ 20-23 (“Chapter 40B”) for the Board. He described the proposed development as a “friendly 40B” because the project is on land owned by the Town of Brewster and which will be ground-leased to the Applicant as a result of a Request for Proposals (RFP) process involving the Brewster Affordable Housing Trust and Select Board. After designating the Applicant as the developer of the Site, the Select Board supported a Low-Income Housing Tax Credits (LIHTC) Project Eligibility Application to the Department of Housing and Community Development (DHCD) by letter dated August 10, 2022, and on August 17, 2022, DHCD issued a Project Eligibility Letter to the Applicant. The Applicant’s design team, including Joseph Henderson, P.E., from Horsley Witten Group, and Paul Attemann, AIA, from Union Studio Architecture and Community Design., presented information about the building plans, site design, stormwater, wastewater disposal, wetlands, traffic, and other information within the Board’s purview under Chapter 40B.
4. When the hearing continued on March 14, 2023, the Applicant’s traffic consultant, Jeffrey Dirk, P.E., of Vanasse & Associates, Inc., presented the Traffic Impact Assessment (TIA) for the project.

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5. To evaluate the plans, documents, and testimony submitted by the Applicant's development team, the Board sought technical assistance and comments from Town staff and other boards and commissions. The Board received comments and recommendations from the DPW Director, Planning Board and Planning Department, Housing Coordinator, Health Department, Assistant Town Manager, Fire Department, and Cape Cod Commission.
6. Abutters presented several questions and comments to the Board during the course of the public hearing. Their concerns covered the following topics:
 - (a) Whether the Project would disturb wildlife habitat;
 - (b) Adequacy of the proposed parking;
 - (c) Buffering and fencing as related to claimed visual, noise and privacy impacts;
 - (d) Traffic impact on Millstone Road;
 - (e) Building height;
 - (f) Project cost; and
 - (g) Whether Brewster needs more affordable housing.
7. The Board also questioned several aspects of the Project during the public hearing, specifically:
 - (a) Adequacy of the proposed parking;
 - (b) The affordability levels and income ranges to be served by the Project;
 - (c) Whether a financial impact analysis should be conducted; and
 - (d) Whether portions of the Site not currently proposed for development could be proposed for additional development in the future.
8. To respond to these questions and comments, the Applicant provided the following:
 - (a) The Site is not within a state-designated Priority Habitat Area, as noted both by the Applicant's engineering consultant and the report from the Cape Cod Commission;
 - (b) The proposed number of parking spaces was increased by the Applicant during the course of the hearing, and the plans were revised to show the additional parking, larger parking spaces, and to allow for reserve parking;
 - (c) Fencing and additional landscaping was provided where needed and as appropriate, and the plans were revised accordingly;
 - (d) The addition of vehicular traffic on Millstone Road will be a *de minimis* impact on existing traffic volumes, as reported in the TIA, and safe sight lines for the Project's access drive would be provided with the necessary clearing within the Millstone Road layout.
9. The Assistant Town Manager, the Town's Housing Coordinator, Town Planner, and Brewster Housing Partnership provided other comments as well:
 - (a) The size of the proposed Project represents what is authorized under the Town's land Disposition Agreement with the Applicant, and any additional development would violate the terms of that agreement;
 - (b) Seventy-two percent of the Site will remain undeveloped open space;

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- (c) Affordable housing lottery information from the past two Chapter 40B developments in Brewster indicates there is a continuing regional need for affordable housing. For Brewster Woods and Serenity, 81 percent of the qualified applicants were residents of Cape Cod communities, including Brewster.
10. Sitting for the Board and present for the public hearing process were Brian Harrison, Chair, Bruce MacGregor, Pat Eggers, Jeff Carter, and Trish Metz. The first hearing session was held virtually; all subsequent public hearing and meeting sessions were held in person. Mr. MacGregor missed the first hearing session but subsequently reviewed all evidence from that missed session. Mr. MacGregor's affidavit certifying the same, pursuant to MGL Ch 39, Section 23D, has been accepted into the hearing record.
 11. All documents received in connection with this application and the public hearing process are on file with the Brewster Board of Appeals.
- Governing Law**
12. The law governing this application is the Comprehensive Permit Law, Massachusetts General Laws, Chapter 40B, §§ 20-23 (the "Act"), and the regulations promulgated by the Massachusetts Department of Housing and Community Development ("DHCD"), 760 CMR 56.00 et seq. (the "Regulations").
 13. 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 1.5 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 0.3 percent of such total area or 10 acres, whichever is larger, in one year.
 14. DHCD's Regulations expand the definition of what constitutes satisfaction of the statute to include such methods as "recent progress" toward the statutory minima or compliance with a DHCD-approved Housing Production Plan (HPP), all as described in 760 CMR 56.03(1). The Town of Brewster has an approved HPP, and as of the date of the Application, the Town's HPP was certified for one year (expiring on May 15, 2023). Accordingly, the Board issued a Reservation of Rights letter to the Applicant within 15 days of opening the public hearing. Nevertheless, the Board (and Applicant) proceeded with the public hearing process. DHCD acknowledged receipt of a copy of said letter in writing.
 15. 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

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proposed housing, the surrounding neighborhood, or the Town as a whole. A board of appeals may approve a project subject to reasonable conditions to mitigate its impacts.

16. At present, the Town of Brewster does not meet the statutory minima set forth in G.L. c. 40B § 20 or 760 CMR 56.03(3).

Jurisdictional Findings

17. The Applicant meets the jurisdictional requirements under Chapter 40B. The Subsidizing Agency for the Project is DHCD. 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). Specifically:

- (a) Applicant's Status. The Applicant is a partnership of Preservation of Affordable Housing, Inc. (POAH, Inc.) and Housing Assistance Corp. ("HAC"), both of which are non-profit organizations, and the partnership agrees and intends to enter into a Regulatory Agreement with DHCD under the Federal Low Income Housing Tax Credit ("LIHTC") Program (the "LIHTC Regulatory Agreement"). Therefore, as found by DHCD in the Project Eligibility Letter described below, the Applicant is an eligible Applicant pursuant to 760 CMR 56.04(1)(a).
- (b) Fundable Project. The Applicant has submitted a Project Eligibility Letter from DHCD dated August 17, 2022, which confirms the project's eligibility for receiving a governmental subsidy under the LIHTC Program and the suitability of the site. Therefore, the Applicant fulfills the requirement of 760 CMR 56.04(1)(b), which states: "The project shall be fundable under a subsidizing agency under a low- and moderate-income subsidy program."
- (c) Site Control by Applicant. Housing Assistance Corporation and Preservation of Affordable Housing LLC, an affiliate of Preservation of Affordable Housing, Inc., have entered into a Land Disposition Agreement dated 8/25/22 with the Town of Brewster and Brewster Affordable Housing Trust to develop the Site. Therefore, the Applicant controls the site as required by 760 CMR 56.04(1)(c).

Findings of Fact

18. The Site is in the Residential Low Density (R-L) Zoning District with lot frontage on and direct access from Millstone Road. The Site meets the zoning bylaw's minimum lot width and frontage requirements.
19. The Project consists of 45 rental units with a mix of one-, two-, and three-bedroom units (80 total bedrooms) in ten multifamily residential buildings, a community building with laundry facilities and other amenities, and supporting infrastructure such as driveways, parking, and wastewater and stormwater facilities, depicted and described in the application materials, as revised and supplemented ("Project").
20. The Project will provide 45 units of affordable housing, consistent with needs identified in the Town of Brewster Housing Production Plan, which was approved by the Brewster Select Board and Planning Board in July 2022.

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21. The Site is owned by the Town of Brewster, previously acquired and designated for community housing purposes by Brewster Town Meeting, and the Town administration together with the Affordable Housing Trust and the Town's Housing Coordinator, and other Town departments, spent considerable time developing a Request for Proposals (RFP) which called for the type of development that the Applicant is proposing. The Town received and used an MHP Technical Assistance grant to help develop the RFP. A robust, professionally facilitated community engagement process preceded drafting of the RFP. The Town had prepared a Watershed Study and Due Diligence Report by Bohler Engineering to assess and inform future development of the Site pursuant to the RFP.
22. In response to the RFP, the Applicant submitted a proposal and the Town selected the Applicant to develop the site for affordable housing consistent with the RFP.
23. The Applicant is proceeding under a Land Disposition Agreement (LDA) with the Town. The Project as described in the application, including as revised and supplemented, is consistent with the material terms of the LDA.
24. Consistent with the terms of the RFP, the Applicant intentionally clustered the proposed buildings and infrastructure on approximately 4.7 acres of the 16.6 acres of the Site in order to preserve as much undisturbed area as possible.
25. The Site is not in an Area of Critical Environmental Concern nor is it in or does it include any other environmentally sensitive areas, including without limitation a water recharge area/ Zone II, special flood hazard zone, wetlands or wetland buffer zones, and it is not upgradient of a nitrogen sensitive tidal embayment and not upgradient of any freshwater ponds.
26. The Site has no Priority Habitat Area designated by the Natural Heritage and Endangered Species Program on the Site and is not subject to any regional or state filings or determinations with respect to habitat protection.
27. The Applicant had prepared by its consultant Horsley Witten and submitted with its application an Existing Conditions Report/ Natural Resource Analysis, a Stormwater Analysis and Drainage Report, and a Phase 1 Environmental Site Assessment, all dated December 2022. The Town has a Stormwater Management Bylaw and corresponding regulations; the Applicant's Stormwater Analysis and Drainage Report complies with said bylaw and regulations, without Waiver.
28. The Site is not located in an historic district, though Millstone Road is a locally designated Scenic Road. Millstone Road is a public (town) way.
29. The Project is not located in the "District of Critical Planning Concern" Groundwater Overlay District of the Zoning Bylaw, and thus no Water Quality Certificate or review by

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the Water Quality Review Committee is required for the Project, and no Waiver is required relative thereto.

30. The Project completed formal staff review (Brewster Code Ch. 83) prior to filing the comprehensive permit application. The Town Planner issued a staff review report to the Applicant, a copy of which was provided to the Zoning Board of Appeals for the hearing record.
31. The Project is subject to the Scenic Roads Act and Shade Tree Act, and the approval of this Comprehensive Permit includes approval of tree clearing within the Millstone Road layout as shown on the Applicant's plans.
32. The Applicant has communicated with the Cape Cod Regional Transit Authority (CCRTA) about on-call, off-route service that will be available to the Project, and the potential for a future fixed route stop at the Site.
33. The Town of Brewster Planning Board heard a presentation from the Applicant at its January 25, 2023 meeting, and the Planning Board "voted unanimously to communicate to the Zoning Board of Appeals its support of the project and of the requests for waivers relating to matters within the Planning Board's purview" (citation from Planning Board Memorandum to the Board dated January 30, 2023).
34. There is an acute rental housing shortage in the Town of Brewster and the Cape Cod region.
35. The Applicant has complied with all rules and regulations of the Board of Appeals as they pertain to the application for a Comprehensive Permit, except as waived in this decision.
36. The Applicant requested certain Waivers from the Town's applicable requirements, bylaws and regulations in the application, and revised and supplemented its request throughout the hearing process. A list of said Waivers and Board's corresponding Findings about the Waivers is attached hereto as Exhibit B.
37. No fee waivers are granted hereunder. Should the Applicant desire to pursue fee waivers related to building permits, disposal works construction permits or municipal water service, it shall pursue the same with the Select Board, Board of Health and Water Commission, respectively. The Select Board has adopted a Fee Waiver Policy, revised 12/21/20, which specifically exempts Town-sponsored projects including affordable housing development from certain applicable permit and license fees.
38. The Select Board will consider and it is anticipated that the Select Board will pursue approval of "local preference" for initial lease-up of the Project from DHCD, potentially up to a maximum 70% permitted under DHCD guidelines. The Select Board will be required to provide evidence satisfactory to the Subsidizing Agency of the need for the

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level of local preference requested and to obtain approval of the categories of persons qualifying for the same. The Applicant shall provide reasonable and timely assistance to the Town in providing this evidence, as requested. In no event shall the Applicant be in violation of the terms of this Comprehensive Permit to the extent the Subsidizing Agency disapproves local preference or any aspect thereof.

39. Subject to the conditions imposed by this decision, the Project is "Consistent with Local Needs" within the meaning of G.L. c. 40B, § 20, and Section 56.02 of DHCD's Chapter 40B Regulations (760 CMR 56.02).

II. 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. The Board notes that the Applicant has not identified any of the following conditions as requirements that will render the Project uneconomic. Said Conditions are consistent with Local Concerns.

The Board also grants the Waivers substantially as requested by the Applicant, a list of which are attached hereto and incorporated herein by reference as Exhibit B. The Waivers are Consistent with Local Needs and are required to permit the construction and operation of the Project.

III. CONDITIONS

General

1. The holder of this Comprehensive Permit is the Applicant, Preservation of Affordable Housing, Inc., and the Housing Assistance Corporation. The Applicant, its successors and assigns shall comply with this Decision and all applicable requirements of Chapter 40B and the regulations adopted thereunder. The provisions of this Comprehensive Permit Decision and Conditions shall be binding upon the Applicant and the successors and assigns of the Applicant, and the obligations shall run with the land, as set out in this Condition. 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. Prior to substantial completion of construction, this Decision may be transferred pursuant to the provisions of 760 CMR 56.05(12)(b), subject to approval of the Subsidizing Agency with notice to this Board. After substantial completion, this Decision shall be deemed to run with the land pursuant to 760 CMR 56.05(12)(b).
2. Except as may otherwise be provided in the following Conditions, the Project shall be constructed substantially in conformance with the plans, documents and drawings listed in Exhibit A attached hereto and incorporated herein by reference, which for purposes of this Comprehensive Permit shall be considered the Approved Plans for the Project ("Approved Plans"). The Project includes all features shown on the Approved Plans or as otherwise required by this Comprehensive Permit.

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3. Minor changes to the Approved Plans (e.g., changes that do not materially affect the location of, or increase the height or massing of the structures, or increase the number of units contained in the residential buildings) shall be submitted to the Building Inspector who shall have the authority to approve such changes as immaterial changes. If the Building Inspector determines that the proposed changes do not conform to the requirements of this comprehensive permit, s/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).
4. The Project shall consist of not more than 45 units with a mix of one-, two-, and three-bedroom units in ten multifamily residential buildings as shown on the Approved Plans.
5. There shall be 79 off-street parking spaces, as well as a reserve area for possible future additional parking spaces which would result in a net gain of 8 spaces (87 in total), all as depicted in the Approved Plans (5 accessible spaces are proposed as part of the 79 spaces).
 - (a) Three years after the issuance of the last/ final Certificate of Occupancy for the Project, or earlier if identified by the Building Inspector and communicated to the Applicant, the Applicant shall submit to the Building Inspector an assessment as to whether the 79 constructed parking spaces are adequately serving the parking needs of the Project; such assessment shall include the number of vehicles owned by the tenants, the number of spaces that are assigned to the units, the number of spaces available to guests; and the average number of vacant spaces, if any.
 - (b) If in the Building Inspector's opinion additional parking spaces are needed, then the Building Inspector shall so notify the Applicant in writing and inform the Applicant of how many of the reserve parking spaces must be constructed in the area denoted for reserve parking in the Approved Plans; and the Applicant shall do so within three (3) months of such notice, subject to reasonable extension due to weather conditions or the like.
 - (c) Such construction may include any necessary grading or drainage facilities; the reserve parking area may be constructed of pervious surface adequate for parking purposes.
 - (d) Further review by the Board or modification to this Decision shall not be required to construct the reserve spaces if consistent with this Condition.
6. All dwelling units approved under this Comprehensive Permit shall be rental units.
7. The Applicant shall comply with all local regulations of the Town of Brewster and its boards and commissions unless specifically waived herein or as otherwise addressed in these conditions.
8. The Applicant shall copy the Building Inspector on all correspondence by and 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.

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9. 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 Applicant shall pay all permit application fees normally charged by the Town. The Building Inspector or applicable Department Head will use reasonable efforts to review and provide a written response within thirty (30) days following submission and payment of application fees. For submissions that require assistance from an outside consultant, as determined by the Building Inspector or applicable Department Head, the thirty-day time period shall not begin until the consultant's fee has been fully funded by the Applicant.
10. Nothing herein shall affect the Applicant's obligations to the Town under the LDA.
11. The sidewalks, driveways, roads, utilities, drainage systems, wastewater disposal systems, water system, and all other infrastructure shown on the Approved Plans as serving the Project shall remain private in perpetuity unless otherwise agreed to and accepted in writing by the Town, consistent with all applicable laws and regulations. Subject to the foregoing, the Town of Brewster shall not have, now or in the future, any legal responsibility for the operation or maintenance of the infrastructure, including but not limited to snow removal, trash removal, recycling, and landscape maintenance.
12. Unless the language of a Condition suggests that it is intended to have shorter duration, all Conditions in this Comprehensive Permit shall be "in perpetuity" and remain in full force and effect for the life of the Project.
13. Prior to commencement of any Project construction, the Applicant shall 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. The Board reserves the right to cause this Decision to be recorded at the Barnstable County Registry of Deeds at any time.

Affordability Requirements

14. All of the units on the Site shall be affordable in perpetuity: of the forty-five (45) total units, thirty-five (35) units shall be affordable to and occupied by households with incomes at or below 60 percent of AMI (the "Low Income Households") and the remaining ten (10) units shall be affordable to and occupied by households with incomes at or below 80 percent of AMI (the "Moderate Income Households"). All units required to be affordable to and occupied by Low Income Households or Moderate Income Households are referred to herein as "Affordable Units." Notwithstanding the foregoing, in the event of foreclosure, a minimum of 45% of the units on the Site shall be and remain Affordable Units: 25% of the units shall be permanently affordable to and occupied by Moderate Income Households, and an additional 20% of the units shall be permanently affordable to and occupied by Low Income Households. However, in the event of a conflict between this condition and the DHCD requirements under the LIHTC Program, the DHCD requirements shall control, including without limitation the provisions of the LIHTC Program and Regulatory Agreement concerning foreclosure.

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15. All Affordable Units shall be eligible for inclusion in DHCD's Subsidized Housing Inventory ("SHI") in accordance with 760 CMR 56.02(2).
16. To comply with the requirements of the LIHTC Program, the Affordable Units shall be available to and restricted for rent and occupancy as required by the LIHTC Program and as approved by DHCD (which currently requires the Affordable Units to be available to and restricted for rent and occupancy to eligible households, as determined by HUD, provided that the average household income does not exceed 60 percent HUD area median income).
17. The Applicant and the Town shall enter into a Local Regulatory and Use Agreement, incorporating the provisions of Conditions 14 and 15 hereof, in form and substance reasonably acceptable to Applicant and the Town, and approved by DHCD under the relevant provisions of the Massachusetts General Laws and DHCD's regulations and Guidelines (the "Local Regulatory Agreement"), sufficient to include all the Affordable Units in the SHI, which Local Regulatory Agreement shall be recorded with the Barnstable Registry of Deeds prior to the issuance of a building permit. Notwithstanding the foregoing, the terms of the LIHTC Regulatory Agreement and any applicable rent restrictions of the federal low-income housing tax credit program under Section 42 of the Internal Revenue Code of 1986, as amended, set forth in the LIHTC Regulatory Agreement, shall take precedence over the Local Regulatory Agreement until such time as the LIHTC Regulatory Agreement expires, terminates or is otherwise no longer in effect and there is no other substitute regulatory agreement in effect. Any reference herein to a Regulatory Agreement herein shall refer to the LIHTC Regulatory Agreement or substitute regulatory agreement for so long as the same is in effect, after which all references to a Regulatory Agreement shall mean the Local Regulatory Agreement. Execution and recording of a "Restriction" approved by the Town in accordance with the LDA will satisfy the foregoing requirement for a Local Regulatory Agreement.
18. The Affordable Units shall be dispersed throughout the Project in accordance with the DHCD's Comprehensive Permit Guidelines (it being understood that the location of Affordable Units can change over time as provided in the Regulatory Agreement).
19. The Applicant shall be responsible for maintaining records sufficient with DHCD guidelines for the rental of such Affordable Units by income-eligible households.
20. The Applicant shall obtain the Subsidizing Agency's approval of an Affirmative Fair Housing Marketing Plan prior to making any of the Affordable Units available for rent. The Plan approved by the Subsidizing Agency shall be provided to the Planning Department and Brewster Housing Partnership for informational purposes.
21. The Subsidizing Agency is responsible for regulating, monitoring, and enforcement in accordance with the LIHTC Regulatory Agreement. The Applicant and successors and assigns as owners of the Project, shall pay, in perpetuity, any reasonable fees charged by the Subsidizing Agency's monitoring agent and any subsequent monitoring agent retained by the

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Town when the LIHTC Regulatory Agreement is no longer in effect, as set forth in the Local Regulatory Agreement. The Town of Brewster shall not be responsible for paying such fees or for monitoring the Project's compliance with the Regulatory Agreement.

Submission Requirements

22. Prior to any construction on the Site, whether or not pursuant to a building permit, the Applicant shall:
- (a) Submit Final Engineering Drawings and Plans that conform to the requirements of this Comprehensive Permit and incorporate the conditions herein ("Final Plans") to the Building Inspector for review and approval as to conformity with this Decision. The Final Plans shall incorporate all conditions and requirements of permitting agencies having jurisdiction. Applicable sheets of the Final Plans shall be signed and sealed by the Professional Land Surveyor of record, the Registered (Civil) Engineer of record, the Registered Landscape Architect of record, or the Registered Architect of record. No construction of buildings, structures, or improvements shall be performed on the Site unless they are substantially in accordance with the Approved Plans and the Final Plans;
 - (b) Submit a final landscaping plan consistent with the Approved Plans, signed and sealed by a Registered Landscape Architect, depicting the following:
 - i. Overall planting plan that includes a demarcation of clearing and the limits of work; including areas where the existing vegetated buffer will be enhanced with additional plantings;
 - ii. Planting plans for drives showing shade trees and lighting fixture locations;
 - iii. Plans of walkways in open space and recreation areas;
 - iv. Prototype planting plans for each building that include shade trees, ornamental trees, shrubs, and groundcovers;
 - v. Planting details for coniferous and deciduous shade trees, ornamental trees, and shrubs;
 - vi. Planting schedules listing the quantity, size, height, caliper, species, variety, and form of trees, shrubs, and groundcovers;
 - vii. Tree protection and preservation plans;
 - viii. Construction details; and
 - ix. Location of fencing on southeast property line near the Site's access to Millstone Road, designed to shield the neighboring property from vehicular headlights in the driveway area.
 - x. All plantings shall consist of non-invasive, drought-tolerant species. Plantings installed along drives and walkways shall be salt-tolerant as well.
 - (c) If the Project is to be phased, provide a Phasing Plan, in form and substance satisfactory to the Building Inspector, showing, among other things, construction of the access drives and utilities sufficient to serve the current phase(s) proposed, and protection of landscaping, plantings and improvements. The Phasing Plan shall be provided to the Building Inspector at least seven days prior to the start of construction;
 - (d) Obtain approval of proposed fire hydrant locations from the Brewster Fire Department.
23. The Applicant and the site general contractor shall attend a preconstruction conference with the Building Inspector and other Town department heads as the Building Inspector may determine.

Millstone Road
Decision No. 23-04

24. Prior to the issuance of a building permit for the Project, the Applicant shall:
- (a) Submit the Final Plans for administrative review by the Board (no public hearing required) as to conformity with this Decision;
 - (b) Submit the Final Plans and specifications for the wastewater treatment facilities to the Board of Health for review and approval as to conformity with this Decision prior to the issuance of a foundation permit;
 - (c) Submit to the Building Inspector final Architectural Plans prepared and sealed by an architect with a valid registration in the Commonwealth of Massachusetts. The Architectural Plans shall be submitted in such form as the Building Inspector may require pursuant to the State Building Code;
 - (d) Obtain and file with the Building Inspector a written review from the Brewster Water Department of the Applicant's construction plans and engineering details to tie into the public water distribution system, and to undertake any work and improvements within public ways, all in a manner consistent with the Approved Plans and the Conditions of this Comprehensive Permit; provided, however, permission is granted by this Decision for the project to connect to the municipal water system;
 - (e) Submit to the Building Inspector a copy of the fully executed LIHTC Regulatory Agreement for the Project; provided, however, due to the fact that such Regulatory Agreement is not executed by DHCD until the funding closing for the Project, this Condition shall be deemed satisfied if the Building Inspector issues a "will issue" letter as to the Building Permits indicating that they will be issued upon submission by the Applicant of the fully executed LIHTC Regulatory Agreement and the payment of the applicable fess for the Building Permits;
 - (f) Submits to the Building Inspector a copy of the Local Regulatory Agreement duly signed by the Applicant, the Town, and DHCD and recorded with the Barnstable Registry of Deeds and/or the Barnstable Registry District of the Land Court. All mortgages and other liens on the Site shall be subject to the Local Regulatory Agreement.
 - (g) Obtain and file with the Building Inspector a copy of all federal, state, and local permits and approvals required for the Project;
 - (h) Obtain all necessary building, electrical, plumbing, and associated permits for the Project required by state law.

Construction Completion; Certificate of Occupancy

25. Prior to issuance of the first certificate of occupancy or certificate for any portion or phase of the Project, the Applicant shall:
- (a) If the Project is built in Phases, submit interim as-built utilities plan and profiles for each Phase as completed, showing actual-in ground installation of the utilities and stormwater management systems, to the Department of Public Works;
 - (b) Obtain acceptance from the Fire Department of testing of all smoke and carbon monoxide detectors within the dwelling units, for the portion or phase as applicable;
 - (c) Provide evidence in a form satisfactory to the Building Inspector that the Applicant complies with the Traffic Safety conditions listed under the Section below.
26. Prior to issuance of the last/ final certificate of occupancy for the Project, the Applicant shall:

Millstone Road
Decision No. 23-04

- (a) Submit to the Department of Public Works (DPW), in digital file format, a final as-built utilities plan including profiles, showing actual-in ground installation of all utilities, roadway, sidewalk and associated construction, and stormwater management systems. The file format shall be in accordance with the DPW's requirements. The digital file shall include property boundaries, dimensions, easements, rights-of-way, edge of pavement, edge of sidewalk, edge of water bodies, wetland boundaries, topographic contours, spot elevations, parking areas, road centerline and associated text. Said digital data shall be delivered in the Massachusetts State Plane Coordinate System, North American Datum 1983 and North American Vertical Datum 1988, in U.S. Survey Feet (or Meters, as required by the Town);
- (b) Submit to the Building Inspector as-built plans for all buildings in the Project;
- (c) Complete all items on a site construction "punch list" that might be developed by the Department of Public Works.

Project Design and Construction

- 27. The Applicant shall allow the Board and Town employees, agents, and representatives to observe and inspect the Site and construction progress until such time as the Project has been completed.
- 28. The Applicant shall ensure that nuisance conditions do not exist in and around the Site during construction operations. The Applicant shall at all times use reasonable means to minimize inconvenience to businesses and residents in the surrounding area.
- 29. Soil material used as backfill for pipes, access drives, infiltration beds, porous pavement areas, and other underground drainage structures shall be certified by the Design Engineer to the Building Inspector as meeting design specifications.
- 30. Construction activities shall only be conducted between the hours of 7:00 AM., and 6:00 PM., Monday through Friday, and between 9:00 AM and 3:00 PM on 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. Finish work inside a structure once fully enclosed (walls, doors, windows and roof) is not restricted by this condition. Parking of all vehicles and equipment must be on site during construction.
- 31. During construction, the Site shall be secured against unauthorized entry or vandalism by fencing, or other appropriate means, and all construction materials shall be stored or stockpiled in a safe manner.
- 32. No building areas shall be left in an open, unstabilized condition longer than sixty (60) days.

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33. As set out in more detail in Section 5 of the Applicant's Stormwater Analysis and Drainage Report, temporary stabilization on the Site shall be accomplished by hay bales, hay coverings or matting; final stabilization shall be accomplished by loaming and seeding exposed areas.
34. Exterior lighting on the Site shall be downlit, full cut-off and fully shielded in order to minimize glare or trespass onto or into any adjacent property.
35. During the pendency of construction, the Applicant shall erect barriers to prevent turtles from entering the limit of work for the Project, and conduct sweeps to remove any found turtles and move them elsewhere on-site outside said limit of work.

Traffic Safety Conditions

36. The Applicant shall provide a bus stop area or bench on-site and continue to work with the CCRTA on serving the Site.
37. The Applicant shall implement the "Recommendations" of Vanasse & Associates, Inc., in its Traffic Impact Assessment Report dated January 2023 (as revised by letter dated March 31, 2023) concerning on- and off-site traffic mitigation for safe, multi-modal travel into and out of the Site. Specifically:

The Project site driveway should be a minimum of 20-feet in width where parking will not be permitted and designed to accommodate the turning and maneuvering requirements of the largest anticipated responding emergency vehicle. If the minimum driveway width is used, "No Stopping Any Time" signs shall be installed along both sides of the driveway.;

 - (a) Where perpendicular parking is proposed, the drive aisle behind the parking should be a minimum of 22 feet in width in order to facilitate parking maneuvers;
 - (b) Vehicles exiting the Project site should be placed under STOP-sign control with a marked STOP-line provided;
 - (c) All signs and pavement markings to be installed within the Project site should conform to the applicable standards of the Manual on Uniform Traffic Control Devices (MUTCD);
 - (d) A sidewalk and marked crosswalks are provided within the Project site that connect the proposed buildings to the amenity building and parking area, and extend along the driveway to Millstone Road where a future sidewalk is to be constructed by the Town. It is recommended that a widened sidewalk area be provided at Millstone Road to serve as a school bus waiting area;
 - (e) Existing trees and vegetation located along the west side of Millstone Road within the sight triangle areas of the Project site driveway shall be selectively trimmed and/or removed as necessary in order to provide the required sight lines to and from the driveway. The Applicant should continue to communicate with Brewster DPW and coordinate the Project with work that will be required to complete the proposed Millstone Road improvements, which includes sidewalks, that is being advanced by the Town independent of the Project. The Applicant shall not, pursuant to this Decision, be responsible to construct or pay for the construction of any portion of the Town's said Millstone Road improvements program;

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- (f) Signs and landscaping to be installed as a part of the Project within the intersection sight triangle areas of the Project site driveway should be designed and maintained so as not to restrict lines of sight;
- (g) Snow accumulations (windrows) within the sight triangle areas of the Project site driveway will be promptly removed where such accumulations would impede sight lines.
- (h) Approval of the foregoing measures are granted by this Decision, provided however, the Applicant shall comply with technical requirements of the Town of Brewster DPW.

Water, Wastewater Disposal, Stormwater Management, and Utilities

- 38. 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, stormwater management systems, and the like.
- 39. The water, wastewater, drainage, and stormwater management systems servicing the buildings shall be installed and tested in accordance with applicable Town of Brewster standard requirements and protocols, except as Waived by this Decision.
- 40. The Stormwater design shall function consistent with the Approved Plans, as revised, and the Applicant's Stormwater Analysis and Drainage Report. Specifically, without limitation, the Applicant shall comply with the construction period erosion and sedimentation controls set out in Section 5 of said Report, and Appendix G- the Operation and Maintenance Plan.
- 41. The Applicant shall comply with the following as to the wastewater system:
 - (a) The Leach Facility shall be pressure dosed per Title 5 requirements for flows greater than 2000 gpd unless a state approved technology is used that eliminates the requirement for pressure dosing;
 - (b) Installation of an I/A Technology under DEP General Approval;
 - (c) Quarterly effluent sampling and field testing for pH, dissolved oxygen, turbidity, and color;
 - (d) Quarterly effluent sampling for settleable solids and total nitrogen to be analyzed at a certified laboratory;
 - (e) Annual measurements of depth ponding in the soil absorption system and thickness of scum layer in the septic tanks and other process tanks;
 - (f) Preparation of annual summary reports to be submitted to the Brewster Board of Health and presented to same once per year by the system operator/consultant or more frequently as needed for noncompliance.
 - (g) After the first year of system operation, the frequency of sampling can be reduced upon written request and approval by the Board of Health, or its designated agent, without the requirement for further review by the ZBA or modification to this Decision.

Other Conditions

- 42. Upon submission of any documents or plans that must be submitted to the Board for administrative approval, the Board shall notify the Applicant in writing within thirty (30) days of submission either that such documents and/or plans have been approved by the Board or its designee, or that they are not approved (with a statement of the specific reasons

Millstone Road
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why they are not approved). If the Board does not so notify the Applicant within said thirty (30) days, such documents and/or plans shall be deemed approved.

43. 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.
44. This Comprehensive Permit prohibits the parking or storage of any unregistered vehicle on the Site, and likewise prohibits the service of any vehicles on the Site.
45. 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.

CONCLUSION

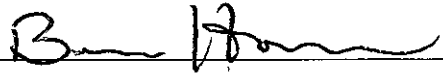
For all the reasons stated above and pursuant to the Board's authority found in G.L. c.40B, §§ 20-23, the comprehensive permit application from Preservation for Affordable Housing, Inc., and Housing Assistance Corporation for the residential Project at 0 Millstone Road, Brewster, Massachusetts is hereby APPROVED WITH CONDITIONS, along with Waivers substantially as requested.


(Signature Page Follows)

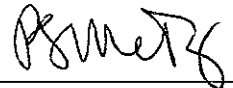
Millstone Road
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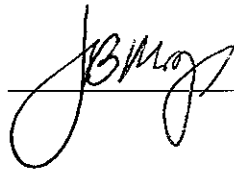
SIGNATURES

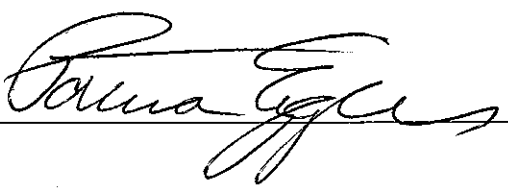
Approving ZBA Members:











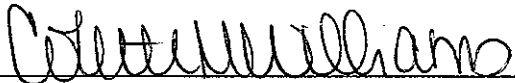
Millstone Road
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NOTICE

Appeals, if any, shall be made pursuant to Massachusetts General Laws, Chapter 40A, s. 17, and shall be filed within 20 days after the filing of the decision in the Office of the Town Clerk, Town Hall, 2198 Main Street, Brewster, Massachusetts 02631.

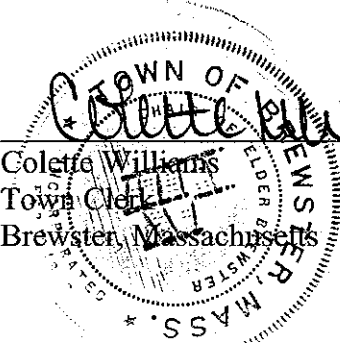

CERTIFICATION

The foregoing decision has hereby been filed with the Town Clerk of the Town of Brewster, Massachusetts on this 14th day of June, 2023.

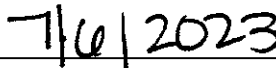


Colette Williams
Town Clerk
Brewster, Massachusetts

I, Colette Williams, do hereby certify that twenty days have elapsed since the above-referenced decision of the Board of Appeals, which was filed in the office of the Town Clerk on June 14, 2023, and that no appeal has been filed with the Town Clerk.

Colette Williams
Town Clerk
Brewster, Massachusetts



Date

Millstone Road
Decision No. 23-04

EXHIBIT A

The following are the civil engineering and architectural plans submitted to the Board; to the extent that certain plans were modified since submission to the Board, the latest date of such plans constitute the "Approved Plans" per Condition (General) 3:

Civil Engineering Plans

Wet-stamped plan set entitled, "0 Millstone Road Comprehensive Permit Set, Brewster, Massachusetts, December 20, 2022, Revised: May 2, 2023," prepared by Horsley Witten Group, Inc. for Preservation of Affordable Housing, Inc., consisting of the following sheets:

| Sheet List Table | |
|-------------------------|-----------------------------------|
| Sheet Number | Sheet Title |
| C-1 | COVER |
| C-2 | GENERAL NOTES |
| C-3 | PROPERTY LINE PLAN |
| C-4 | EXISTING CONDITIONS |
| C-5 | DEMOLITION & EROSION CONTROL PLAN |
| C-6 | OVERALL SITE PLAN |
| C-7 | SITE PLAN (1) |
| C-8 | SITE PLAN (2) |
| C-9 | GRADING PLAN (1) |
| C-10 | GRADING PLAN (2) |
| C-11 | UTILITY PLAN (1) |
| C-12 | UTILITY PLAN (2) |
| C-13 | DETAILS (1) |
| C-14 | DETAILS (2) |
| C-15 | DETAILS (3) |
| C-16 | DETAILS (4) |
| L-1 | PLANTING PLAN (1) |
| L-2 | PLANTING PLAN (2) |
| L-3 | PLANTING DETAILS |

Architectural Plans

Wet-stamped Floor Plans and Exterior Elevations Buildings 1 through 11, prepared by Union Studio for Preservation of Affordable Housing and Housing Assistance Corporation, 0 Millstone Road Comprehensive Permit, consisting of 11 sheets, dated 12/20/2023.

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EXHIBIT B

The following are Waivers approved by the Board, revised and supplemented through the review process, substantially as requested by the Applicant. Associated Board Findings accompany the Waivers, below.

Brewster ZBA Comprehensive Permit Regulations

The Board waives the following provisions of its Chapter 40B Regulations:

- Section 3.01(k): The Subsidizing Agency will file a Project Notification Form with the Massachusetts Historical Commission (“MHC”) in compliance with the state MHC regulations.
- Section 3.01(l): The Project does not require review by the Natural Heritage and Endangered Species Program (“NHESP”) because none of the Project locus falls within a Priority Habitat of Rare Species or an Estimated Habitat of Rare Wildlife.
- Section 3.01(m): Financial information such as a pro forma is not applicable as it is in conflict with 760 CMR 56.05(6); a pro forma is more properly within DHCD’s purview.
- Section 3.01(o) and (q): Submission of an analysis of impacts on town services is not necessary. All town boards and staff have had an opportunity to comment on the Applicant’s plans.

Brewster Zoning Bylaw

The Board grants the following waivers of Chapter 179 (Zoning) of the Code of the Town of Brewster:

- Sections 179-10 and 179-11, Applicability of Use Regulations and Table 1 (Article IV, Use Regulations): The Applicant proposes eleven buildings for multifamily development. Strict compliance with the Zoning Bylaw would prohibit the proposed multifamily dwellings because they are not allowed in the R-L district.
- Section 179-16, Table 2, Area Regulations, R-L zoning district, minimum side yard setback and footnote 1 (generally, only one principal structure shall be permitted on a lot):

| | Required | Proposed |
|-------------------|-----------------|-----------------|
| Side Yard Setback | 25 feet | 17 feet |

The proposed project will consist of 10 residential buildings and a one community building to be permitted under a Comprehensive Permit. The proposed (south) side yard setback abuts undevelopable open space for the neighboring cluster subdivision development.

- Section 179-16, Table 3, Height and Bulk Regulations. 30’ maximum height limit in the R-L district. Ten of the eleven proposed buildings will exceed 30’ in height, including the tallest “Building C” which is to be constructed with a maximum height of approximately 36 feet. This height is necessary, among other things, to reduce the development footprint of the Project and to allow the proposed elevator in Building C.
- Section 179-23, Off-Street Parking and Loading. Some of the proposed parking spaces are to be 9’ by 19’ and the drive aisle width is 22’, both as shown on the Approved Plans,

Millstone Road
Decision No. 23-04

where the required parking space dimension is 10' by 20' and drive aisle width is 24'. The reduction in parking space size and drive aisle width allows the total development footprint of the Project to be reduced.

- Section 179-34. Multifamily Dwellings not a use permitted in the R-L district. The proposed multi-family development is permitted under a Comprehensive Permit.
- Section 179-64, Site Plan Review applicability. As this is a Comprehensive Permit, all local approvals, including Site Plan Review, fall within the jurisdiction of the Zoning Board of Appeals.

Brewster Board of Health Regulations

Water Quality Report Regulation (Effective January 15, 1988)

The Board grants a waiver from the applicability of this Water Quality Report Regulation. The proposed wastewater system is designed and sited to comply with Title V requirements and Board of Health requirements. The Project Site is not in a well recharge area, not upgradient of a nitrogen sensitive tidal embayment, and not upgradient of any freshwater ponds. The Applicant prepared a nitrogen loading report and submitted it as part of its application. Site-wide nitrogen loading at 3.8 ppm is substantially lower than required under any federal, state or local standard.

Design, Operation, and Maintenance of Small Wastewater Treatment Facilities (Effective March 15, 2007)

The Board grants a waiver from the applicability of this regulation pertaining to the Design, Operation, and Maintenance of Small Wastewater Treatment Facilities. The proposed wastewater system design flow is less than 10,000 gpd and is not regulated under MassDEP groundwater discharge permit regulations. The proposed wastewater system is designed and sited to comply with Title 5 requirements and Board of Health requirements. The Project Site is not in a well recharge area, not upgradient of a nitrogen sensitive tidal embayment, and not upgradient of any freshwater ponds. Without limiting the Waiver, certain sections are described below:

1.00 Disposal Works Construction Permit. Applicant will apply for a Disposal Works Construction Permit under Massachusetts DEP Title 5 and the I/A Technology DEP General Use Approval.

4.00 SWWTF Financial Assurance Mechanism. The Applicant should not be required to establish and maintain a financial assurance mechanism to provide for repair and replacement of the septic system.

5.00 SWWTF Effluent Test Frequency Parameters and Limits. The I/A system is designed to meet an effluent Total Nitrogen concentration of 19 mg/L. Rather than monthly testing, Applicant agrees to quarterly effluent field testing of pH, dissolved oxygen, turbidity, total nitrogen and color and laboratory testing of settleable solids. Annual measurements of ponding depth in the soil absorption system and thickness of scum layer in the septic tanks and other process tanks will also be performed.

6.00 Groundwater Monitoring Installation. The Applicant should not be required to install groundwater monitoring wells.

Millstone Road
Decision No. 23-04

7.00 Reporting of all SWWTFs and Wastewater Treatment Facilities that discharge over 10,000 gallons per day. Not applicable; however, the Applicant has agreed to file an annual report with the Board of Health concerning the operations of the septic system.

8.00 Variances. Not applicable; the Board of Appeals is the permit granting authority under M.G.L. c. 40B, §§20-23.

9.00 Enforcement. Not applicable for the reason stated above. The Board of Health retains enforcement authority under Massachusetts DEP Title 5; and the Applicant agrees that the Board of Health may enforce the modified effluent testing requirement under Section 5.00 that the Applicant has agreed to as described above.

Town of Brewster General Bylaws

Scenic Road Act and Public Shade Tree Act

The Board grants a waiver from obtaining approval from the Planning Board of any tree cutting within the Millstone Road public right of way.

Jill Scalise

From: [REDACTED]
Sent: Friday, July 28, 2023 8:46 AM
To: Jill Scalise
Subject: Millstone ZBA Protest

Follow Up Flag: Follow up
Flag Status: Flagged

Good morning Jill,

I hope you are enjoying your summer. Please find below a letter I forwarded to the Brewster ZBA earlier this month in regards to the Millstone Subsidized Housing Project. If you could include it in the BAHT packet I would appreciate it.

Best Regards,

Glenn

July1, 2023

Subject : **ZBA case #23-04 POAH-HAC 0** Millstone - Formal Written Protest

Please be advised via this formal written protest that I am appealing the recent ZBA approval of case #23-04 POAH -HAC for the Millstone Road Subsidized Housing Project.

I commend the board for your attention and comments over the last few months in regards to this application; however I disagree with the recent application approval for several reasons.

1. I still believe the parking issue and the traffic congestion has not been adequately addressed.
2. I am not sure why the height variances were granted for this project.
3. I am not sure why the all the normal reviews such as the Water Quality Review Committee were waived. In spite of notation in draft document findings item #29 I believe a "Water Quality Certification " should be provided.
4. No Environmental Impact study or evaluation of endangered wildlife noted by abutters have been investigated or provided. Only a simple NHESP map reference.
5. No contact has been made with any representatives of indigenous tribes , including but not limited to representatives of the Wampanoag Tribe. The land has been noted as having been a site for historical fishing weirs for indigenous people.
6. The original Millstone RFP called for appropriate fencing and landscaping for abutters. In addition, POAH HAC had represented fencing would be provided on PowerPoint slides on 2 different community forums. Now, only 1 abutter on Millstone Road is being provided proper fencing while the

other 150 residents who signed a petition to the ZBA reminding the developers of their commitment are being ignored.

The expectation was a 6ft Black Chain Link Fence would be provided around the 5 acres of property of improved land (not the entire 16 acre parcel). If the fence was placed on the 35 set back or the natural ridge line (in some cases over 100 ft off the Abutters boundary line) would reduce the total running perimeter feet to about 1,750 in total. The average installed price for our region including labor and material is \$17 - \$25 per running ft. At \$25 per ft the cost would be \$43k. This seems like a small price to pay for the developers to honor their commitment to the neighbors on a \$25 Million Dollar subsidized housing project.

Until all of the above items are addressed I believe the ZBA should should rescind the application approval accordingly and move forward with re-submittal of the application after further due diligence. Thank you again for all of your time and consideration in this matter.

Sincerely,

Glenn P. Casey
288 Fletcher Lane
Brewster, MA

[Sent from the all new AOL app for iOS](#)

7. 212 Yankee Drive



Brewster Housing Trust
2198 Main Street
Brewster, MA 02631-1898
Phone: (508) 896-3701
Fax: (508) 896-8089

Office of:
Select Board
Town Manager

July 31, 2023

To: Brewster Affordable Trust (BAHT)
From: Donna Kalinick & Jill Scalise
Re: 212 Yankee Drive IFB award

On July 19th, 2023, we opened bids in response to the Invitation for Bid (IFB) for the Rehabilitation of 212 Yankee Drive. We received (2) bids: one was disqualified due to lateness and the other we are recommending for award. The low and responsible bidder was Pearl Company of Mashpee, MA with a bid of \$240,672.00. Pearl Company attended the pre-bid walk through, submitted questions to the IFB. References were checked and the feedback was very positive as to the quality of the workmanship, timeliness of work performed and communication with the company project staff.

Jill and Donna met with legal counsel on Thursday July 27th to review the list of work and it was determined that almost all of the work will be Community Preservation Act (CPA) eligible, due to the extent of the damage in the home and the work needed to bring it back to livable condition for re-sale to an affordable, qualified home buyer through a fair market lottery process.

The BAHT must vote to recommend award of a contract, then the Select Board will take a vote at their 8/10/23 meeting. A contract will then be prepared and executed between the Town and Pearl Company. The contract states that the contractor has 90 days from issuance of a building permit to complete all work.

Legal counsel is reviewing the question of proceeds that may come from the sale of the Barbie dolls that were found in the attic. In the meantime, Jill and Donna will inventory them and move them to a secure location while construction is ongoing.

We look forward to completing this phase and moving towards completion and re-sale of the home. An updated financial spreadsheet is included in your packet.

| Type | Expenses | Source | Vendor |
|-------------------------|------------------|-----------------------------------|---|
| | | | |
| Legal | 2,523 | CPC | KP LAW |
| Administration | 27,500 | CPC/BAHT (legal counsel 10.21.22) | TRI/HAC |
| Back Taxes | 15,986.84 | Sale Proceeds | TOB |
| Appraisal | \$600.00 | CPC | Linda Coneen |
| | | | |
| Insurance | 7,163.92 | BAHT | MIIA |
| | 7,054.56 | BAHT | MIIA |
| | | | |
| Septic | | | |
| Inspection | 1,190.00 | BAHT | Accucheck |
| Repairs | 6,981.00 | CPC (legal 07.27.23) | Accucheck/Joe Martin |
| | | | |
| Other Property Work | | | |
| Remediation | 38,125.00 | CPC (legal 07.27.23) | Green Env. |
| DPW Stone for driveway | 438.50 | BAHT | RB OUR |
| Plumbing Assessment | 1,850.00 | BAHT | Glenn Sherman |
| Replace Boiler | 9,860 | CPC (legal 07.27.23) | Glenn Sherman |
| Major Construction | 240,672 | CPC/BAHT (legal 07.27.23) | Estimate only-IFB to be issued |
| | | | |
| | \$ 359,944.82 | | |
| | | | |
| | | | |
| | | | |
| Authorizations by Trust | 2,000 | 6/5/2019 | legal & other admin. expenses |
| | 5,000 | 8/13/2020 | legal & professional |
| | 10,000 | 7/8/2022 | legal & insurance |
| | 2,500 | 11/3/2022 | addl to the 10K-inspections & other misc. costs |
| | 27,500 | 10/6/2022 | Admin. for rehab & lottery |
| | 45,000 | 2/2/2023 | Remediation and other small building items |
| | 7,500 | 3/2/2023 | Septic Repairs |
| | | | |
| | \$ 99,500.00 | | |
| | | | |
| | | | |
| | 212 Yankee Drive | | |

TOWN OF BREWSTER, MASSACHUSETTS

**CONTRACT DOCUMENTS
FOR**

**Rehabilitation of 212 Yankee Drive
(PROJECT)**

**June 2023
(DATE)**

Town of Brewster
Brewster Town Hall
2198 Main St.
Brewster, MA 02631

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Section Number

Bidding and Contract Requirements

| | |
|------------------------------------|-------|
| Invitation to Bid | 00020 |
| Instructions to Bidders | 00100 |
| Form of General Bid | 00300 |
| Agreement | 00500 |
| Construction Performance Bond | 00610 |
| Construction Payment Bond | 00620 |
| Supplemental Conditions | 00800 |
| Excerpts from Applicable State Law | 00850 |
| Specifications | 00900 |

Attachment A – Wage Rates

Attachment B- Notice of Award

Attachment C- Notice to Proceed

Attachment D-Change Order Form

SECTION 00020
INVITATION FOR BIDS

Sealed bids for the Rehabilitation of 212 Yankee Drive will be received at the Office of the Town Manager, Brewster Town Hall, 2198 Main St., Brewster MA 02631 until the time specified below at which time the bids will be publicly opened and read.

Specifications and bid forms may be obtained at the Office of the Town Manager, Monday through Thursday between 8:30 a.m. and 4 p.m, Fridays by appointment or at the Town of Brewster Website, Procurement page: <https://www.brewster-ma.gov/procurement-services>.

Bids will be opened in the Office of the Town Manager on July 12, 2023, at 11:00 a.m. Each Bid must be accompanied by a bid security consisting of a BID BOND, CASH, or, CERTIFIED CHECK issued by a responsible bank or trust company in the amount of 5% of the bid price.

Pre-Bid Conference and Site Visit will be held at the Residential Home located at 212 Yankee Drive, on Wednesday June 28, 2023 at 10:00 a.m. It is imperative that all prospective bidders have a representative in attendance.

A payment bond in an amount equal to 50 percent of the total amount of the contract price with a surety company qualified to do business in the Commonwealth of Massachusetts will be required.

All bids for this project are subject to applicable public bidding laws of Massachusetts, including, but not limited to G.L. c.149, §§44A-44H, as amended.

Attention is directed to the minimum wage rates to be paid as determined by the Commissioner of Labor and Workforce Development and the weekly payroll record submittal requirements under the provisions of Massachusetts General Laws, Chapter 149, Section 26 through 27D inclusive.

Selection of the contractor will be based upon bidder qualifications, including evidence of past performance in similar projects, and bid price. The contract will be awarded to the bidder deemed by the awarding authority to be the lowest responsible and eligible bidder.

The bidder agrees that its bid shall be good and may not be withdrawn for a period of 30 days, Saturdays, Sundays and legal holidays excluded, after the opening of the bids.

The Town reserves the right to waive any informalities, to accept or reject, in whole or in part any or all bids, or take whatever other action may be deemed to be in the best interest of the Town.

The Town of Brewster

By: Peter Lombardi, Town Manager/CPO

SECTION 00100

INSTRUCTIONS TO BIDDERS

1. Receipt and Opening of Bids

The Town of Brewster, Massachusetts, herein called the Owner, acting by and through its Town Manager, will receive sealed Bids for the project known as the Rehabilitation of 212 Yankee Drive Project. 212 Yankee Drive, a single-family home, under the care, control and custody of the Brewster Affordable Housing Trust (BAHT) suffered a flood in the second-floor bathroom prior to 2018. The BAHT, working with The Resource Inc. and Housing Assistance Corporation are seeking to restore the home to the existing condition prior to the flood and re-sell it to a qualified, affordable home buyer. The home has been remediated and is currently down to the studs.

General bids shall be addressed to the Town Manager, Brewster Town Hall, 2198 Main St. Brewster, MA 02631 and endorsed "Bid for 212 Yankee Drive Rehabilitation Project" (Project) will be received at the Office of the Town Manager until 11:00 a.m. prevailing time, on Wednesday July 12, 2023 at which time and place said bids will be publicly opened and read aloud.

Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified will not be considered. The bidder agrees that its bid shall be good and may not be withdrawn for a period of 30 days, Saturdays, Sundays, and legal holidays excluded, after the opening of bids.

2. Location and Work to be Done

The Work consists of Installation of walls, flooring, plumbing, electrical, finish and all work incidental thereto, in accordance with the Specifications and conceptual plans attached hereto.

Additional drawings showing details in accordance with which the Work is to be done may be furnished by addendum from time to time during the bidding period by the Owner or its Rehab. Specialist, and shall then become a part of the Contract Documents.

The Contractor shall furnish all labor, services, materials, equipment, plant, machinery, apparatus, appliances, tools, supplies, and all other things necessary to do all work required for the completion of each item of the Work and as herein specified.

The Work to be done and paid for under any item shall not be limited to the exact extent mentioned or described but shall include all incidental work necessary or customarily done for the completion of that item.

3. Preparation of Bid

Each bid must be submitted on the prescribed form. All blank spaces for bid prices must be filled in, in ink or typewritten, in both words and figures.

Each bid must be submitted in a sealed envelope bearing on the outside the name of the bidder, his address, and endorsed with the name of the project as specified in Receipt and Opening of Bids, above. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified in Receipt and Opening of Bids, above.

4. Bid Opening Procedure

The following list of requirements shall apply to each filed bid. Bids not meeting all the requirements for timeliness and security will be rejected; bids not meeting signature and addenda requirements will be rejected prior to checking of bid amounts.

Bids shall be filed at the place and before the time specified in Receipt and Opening of Bids, above. Properly executed bid security shall be placed in a sealed envelope and shall be attached to the outside of the envelope containing the bid. Bid signatures will be checked.

All addenda will be sent by mail, and/or facsimile or e-mail to all prospective bidders. All bidders shall include with their bids the written acknowledgment form provided in Section 00300, FORM OF GENERAL BID.

The total dollar amount of each bid will be read, and the three apparent lowest bids will be selected for further consideration. These three apparent low bids will be read aloud for the benefit of the other bidders and the bid opening procedure will be closed. All those present at the bid opening may examine all bids after the bid opening and after the reading of the three apparent low bids.

5. Modification

Any bidder may modify his bid by written communication at any time prior to the scheduled closing time for receipt of bids. Any telegraphic communication must be received by the Owner prior to the closing time, and, provided further, the Owner must be satisfied that a written confirmation of the telegraphic modification over the signature of the bidder was mailed prior to the closing time. If written confirmation is not received within two days from the closing time, no consideration will be given to a telegraphic communication.

The communication shall not reveal the bid price but shall provide the addition or subtraction or other modification so that the final prices or terms will not be known by the Owner until the sealed bid is opened.

6. Ability and Experience of Bidder

No award will be made to any bidder who cannot satisfy the Owner that he has sufficient ability and experience in this class of work and sufficient capital and plan to enable him to prosecute and complete the work successfully within the time named. The Owner's decision or judgment on these matters will be final, conclusive, and binding.

The Owner may make such investigations as it deems necessary, and the bidder shall furnish to the Owner, under oath if so required, all such information and data for this purpose as the Owner may request.

7. Conditions of Work

Each bidder must familiarize himself fully with the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his obligation to furnish all material and labor necessary to carry out the provisions of his contract. Insofar as possible the Contractor, in carrying out his work, must employ such methods or means as will not cause any interruption of or interference with the work of any other Contractor.

8. Addenda and Interpretations

No interpretation of the meaning of the plans, specifications or other prebid documents will be made to any bidder orally. All information given to bidders other than by means of the plans, specifications, or by addenda, as described below, is given informally and shall not be used as the basis of a claim against the Owner.

Every request for such interpretation should be in writing addressed to Donna J. Kalinick, Procurement Officer, dkalinick@brewster-ma.gov, Brewster Town Hall, 2198 Main Street, Brewster, MA 02631, and to be given consideration must be received at least seven (7) days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, when issued, will be mailed or e-mailed to all prospective bidders (at the respective address furnished by them for such purposes). Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the Contract Documents.

9. Security for Faithful Performance

Simultaneously with his delivery of the executed Contract, the Contractor shall furnish a surety bond or bonds as security for faithful performance of this contract and for the payment of all persons performing labor and materials under this contract. The surety on such bond or bonds shall be a surety company qualified to do business under the laws of the Commonwealth and satisfactory to the Owner. The bonds shall remain in force for one year after final acceptance of the work by the Owner, unless the Owner, in writing, releases the Contractor from the obligation sooner.

10. Power of Attorney

Attorneys-in-fact who sign Contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

11. Laws and Regulations

The bidder's attention is directed to the fact that all applicable State laws, municipal ordinances or bylaws, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the Contract the same as though written out in full.

12. Liquidated Damages for Failure to Enter into Contract

The successful bidder, upon his failure or refusal to execute and deliver the Contract and bonds required within 10 days after presentation thereof by the Owner, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his/her bid, but the amount forfeited shall not exceed the difference between his/her bid price and the bid price of the next lowest responsible and eligible bidder. In case of death, disability, bona fide clerical or mechanical error of a substantial nature, or other similar unforeseen circumstances affecting the bidder, his/her bid deposit will be returned.

13. Obligation of Bidder

At the time of the opening of bids, each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the Contract Documents (including all addenda). The failure or omission of any bidder to examine any form, instrument, or document shall in no way relieve any bidder from any obligation in respect of his bid.

14. Information Not Guaranteed

All information given in the Contract Documents relating to subsurface and other conditions, natural phenomena, existing pipes, and other structures is from the best sources at present available to the Owner. All such information is furnished only for the information and convenience of bidders and is not guaranteed.

It is agreed and understood that the Owner does not warrant or guarantee that the subsurface or other conditions, natural phenomena, existing pipes, or other structures encountered during construction will be the same as those indicated in the Contract Documents. It is further agreed and understood that no bidder or Contractor shall use or be entitled to use any of the information made available to him or obtained in any examination made by him in any manner as a basis of or ground for any claim or demand against the Owner or the Architect/Engineer, arising from or by reason of any variance which may exist between the information made available and the actual subsurface or other structures actually encountered during the construction work, except as may otherwise be expressly provided for in the Contract Documents.

15. Bid Security

Each bid and sub-bid must be accompanied by bid security in the form of a certified check, a bid bond, cash, or a treasurer's or cashier's check, payable to the Owner, in the amount of five (5) percent of the value of the bid. Such security of general bidders will be returned to all except the three lowest responsible and eligible bidders within five days, Saturdays, Sundays, and legal holidays excluded, after the opening of bids, and the remaining securities will be returned promptly after the Owner and the accepted bidder have executed the Contract, or if no notice of intent to award has been presented to the selected contractor within 30 days, Saturdays, Sundays and holidays excluded, after the date of the opening of bids, upon demand of the bidder at any time thereafter.

16. Right to Reject Bid

The Owner reserves the right to waive any informalities in bids and to reject any and all bids, should the Owner deem it to be in the public interest to do so.

The Owner may also reject bids which in its sole judgment are either incomplete, conditional, obscure or not responsive or which contain additions not called for, erasures not properly initialed, alterations, or similar irregularities.

17. Time for Completion

The successful general bidder must agree to commence work within ten (10) days of the date of the Notice to Proceed and to fully complete the project within the time limit stated in Section 00300, FORM OF GENERAL BID.

18. Comparison of Bids

Bids will be compared on the basis of prices set forth in the bid forms. In the event that there is a discrepancy between the lump sum or unit prices written in words and figures, the prices written in words will govern.

19. Award of Contract

The Contract will be awarded to "the lowest responsible and eligible bidder" pursuant to General Laws Chapter 149, Section 44A (2), as amended. Such a bidder shall possess the skill, ability and integrity necessary for the faithful performance of the work, shall be able to furnish labor that can work in harmony with all other elements of labor employed, or to be employed, in the work, and shall otherwise comply with all applicable provisions of law. Contract award shall be subject to availability of an appropriation for funding. This Contract is subject to adequate financial appropriations in accordance with General Laws, Chapter 44, Section 31C for the project advertised. No order to the CONTRACTOR for a change in or addition to the Work, whether in the form of a drawing, plan, detail, or any other written instruction shall be deemed to have been given until the Brewster Town Accountant has certified thereon that an appropriation in the amount of such order is available therefore, unless it is a change order which the CONTRACTOR is willing to perform without any increase in the contract price.

20. Statutes Regulating Competitive Bidding

Any bid which does not comply with the provisions of Massachusetts General Laws Chapter 149, Sections 44A through 44H, as amended, need not be accepted and the Owner may reject every such bid.

21. Wage Rates

Prevailing Wage Rates as determined by the Commissioner of Department of Labor and Workforce Development under the provision of the Massachusetts General Laws, Chapter 149, Section 26 to 27G, as amended, apply to this project. It is the responsibility of the bidder, before bid opening, to request any additional information on Prevailing Wage Rates for those tradespeople who may be employed for the proposed work under this contract.

22. Contractor Records

The Contractor shall comply with the provisions of Massachusetts General Laws, Chapter 30, Section 39R concerning Contractor records.

23. INSURANCE

The Contractor shall carry and continuously maintain until completion of the Contract, insurance as specified in Agreement and in such form as shall protect him performing work covered by this Contract, and the Town of Brewster and its employees, agents and officials, from all claims and liability for damages for bodily injury, including accidental death, and for property damage, which may arise from operations under this Contract. The Town shall be named as an additional insured. The Contractor covenants and agrees to hold the Town and its employees, agents and officials harmless from loss or damage due to claims for bodily injury or death and/or property damage arising from, or in connection with, operations under this Contract.

25. PROJECT MANAGER

The Owner may utilize the services of a project manager, whose duties shall be as set forth in an Agreement for Project Manager Services.

SECTION 00300

FORM OF GENERAL BID

Bid of _____ (hereinafter called "Bidder")*

(____) a corporation, organized and existing under the laws of the state of

(____) a partnership

(____) a joint venture

(____) an individual
doing business as _____

To the Town of Brewster, Massachusetts (hereinafter called "Owner").

Gentlemen:

A) The undersigned Bidder, in compliance with your invitation for bids for the project known as 212 Yankee Drive Rehabilitation, having examined the plans and specifications and related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the project in accordance with the contract documents and the plans and specifications within the time set forth below, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the contract documents, of which this bid is a part.

The Bidder hereby agrees to commence work on or before the date to be specified in written "Notice to Proceed" of the Owner, and to fully complete the project within 90 consecutive calendar days thereafter. The Bidder further agrees to pay as liquidated damages the sum of (\$250.00) Dollars for each consecutive calendar day thereafter that the work is not complete as provided in the contract.

*Specify corporation, partnership or individual as applicable.

B) Bidder acknowledges receipt of and this bid includes the following addenda:

No. _____ Dated:

No. _____ Dated:

No. _____ Dated:

No. _____ Dated:

C) The Bidder agrees to perform the bid work described in the specifications and shown on the plans for the following contract price: \$ _____

The above unit prices shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.

The Bidder understands that all bids for this project are subject to the applicable bidding laws of the Commonwealth of Massachusetts, including General Laws Chapter 149 and Chapter 30, Section 39M, as amended.

The Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of 30 days, Saturdays, Sundays and legal holidays excluded, after the opening of bids.

Within 10 days of receipt of the written notice of acceptance of this bid, the Bidder will execute the formal Agreement set forth in Section 00500 CONTRACT.

Bid security is attached in the sum of five percent (5%) of the total bid in accordance with the conditions of Section 00100 INSTRUCTIONS TO BIDDERS. The bid security may become the property of the Owner in the event the contract and bond are not executed within the time set forth above.

The selected Contractor shall furnish a payment bond in an amount at least equal to one hundred percent (50%) of the contract price in accordance with Section 00610 PERFORMANCE BOND, Section 00620 PAYMENT BOND, and as stipulated in the contract.

The undersigned offers the following information as evidence of his qualifications to perform the work as bid upon according to all the requirements of the plans and specifications.

1. Have been in business under present name for ____ years.
2. The names and addresses of all persons interested in the bid (if made by a partnership or corporation) as principals, are as follows:

(attach supplementary list if necessary)

3. The bidder is requested to state below what work of a similar character to that included in the proposed contract he has done, and give references that will enable the Owner to judge his experience, skill and business standing (add supplementary page if necessary).

| <u>Completion Date</u> | <u>Project Name</u> | <u>Contract Amount</u> | <u>Design Engineer</u> | <u>Reference Name</u> | <u>Telephone No.</u> |
|----------------------------|-------------------------|----------------------------|----------------------------|---------------------------|--------------------------|
|----------------------------|-------------------------|----------------------------|----------------------------|---------------------------|--------------------------|

a. _____

b. _____

c. _____

d. _____

e. _____

f. _____

Bank reference _____
(Name)

(Bank)

(Address)

(Telephone No.)

Pursuant to M.G.L. CH. 62C, Sec. 49A, I certify hereby in writing, under penalties of perjury, that the within named Bidder/Contractor has complied with all laws of the commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

The undersigned Bidder hereby certifies under penalties of perjury, as follows: (1) that he/she is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work; (2) that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and (3) that all employees to be employed in the work subject to this bid have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration.

The undersigned certifies under penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this paragraph the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.

The undersigned bidder hereby certifies, under pains and penalties of perjury, that the foregoing bid is based upon the payment to laborers to be employed on the project of wages in an amount no less than the applicable prevailing wage rates established for the project by the Massachusetts Department of Labor and Workforce Development. The undersigned bidder agrees to indemnify the awarding authority for, from and against any loss, expense, damages, actions or claims, including any expense incurred in connection with any delay or stoppage of the project work arising out of or as a result of (1) the failure of the said bid to be based upon the payment of the said applicable prevailing wage rates or (2) the failure of the bidder, if selected as the contractor, to pay laborers employed on the project the said applicable prevailing wage rates.

Respectfully submitted:

Date: _____

By: _____

(Signature)

(Type Name of Bidder)

(Title)

(Business Address)

(City and State)

(Telephone Number)

**CERTIFICATIONS REQUIRED BY LAW
FOR PUBLIC CONSTRUCTION CONTRACTS**

You must COMPLETE and SIGN the following certifications. You must also print, at the bottom of this page, the name of the contractor for whom these certifications are submitted.

TAX COMPLIANCE

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A(b), I, the undersigned, authorized signatory for the below named contractor, do hereby certify under the pains and penalties of perjury that said contractor has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

NON-COLLUSION

The undersigned certifies under the penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this subsection the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.

PUBLIC CONTRACTOR DEBARMENT

The undersigned certifies under penalty of perjury that the below named contractor is not presently debarred from doing public construction work in the commonwealth under the provisions of section twenty-nine F of chapter twenty-nine, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

OSHA TRAINING

Pursuant to G.L. c. 30, §39S, the Contractor hereby certifies under penalties of perjury as follows:

- (1) Contractor is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work;
- (2) All employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and they shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and
- (3) All employees to be employed in the work subject to this contract have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration.

COMPLETE AND SIGN BELOW:

Authorized Person's Signature

Date

Print Name & Title of Signatory

Name of Contractor

SECTION 00500

AGREEMENT

THIS AGREEMENT made this _____ day of _____
in the year Two Thousand and Twenty Three, between _____,
with a usual place of business at _____,
hereinafter called the CONTRACTOR, and the Town of Brewster, acting by its Town Manager,
with a usual place of business at 2198 Main Street, Brewster, MA 02631, hereinafter called the
OWNER.

The CONTRACTOR and the OWNER, for the consideration hereinafter named, agree as follows:

1. Scope of Work

The Contractor shall furnish all labor, materials, equipment and insurance to perform all work required for the project known as the 212 Yankee Drive Rehabilitation Project, in strict accordance with the Contract Documents and all related Drawings and Specifications. The said Documents, Specifications, Drawings and any supplemental general conditions are incorporated herein by reference and are made a part of this Agreement.

2. Contract Price

The Owner shall pay the Contractor for the performance of this Agreement, subject to additions and deductions provided herein, in current funds, the sum of _____.

3. Commencement and Completion of Work and Liquidated Damages

It is agreed that time is of the essence of this Agreement. The Contractor shall commence and prosecute the work under this Agreement upon execution hereof and shall complete the work on or before _____.

- A. Definition of Term: The Term "Substantial completion" shall mean the date certified by the Owner when construction is sufficiently complete, in accordance with the Contract Documents, so the Owner may occupy the project, or designated portion(s) thereof, for the use for which it is intended.
- B. Time as Essential Condition: It is understood and agreed that the commencement of and substantial completion of the work are essential conditions of this Agreement. It is further agreed that time is of the essence for each and every portion of the Contract Documents wherein a definite and certain length of time is fixed for the performance of

any act whatsoever; and where under the Contract Documents any additional time is allowed for the completion of any work, the new time fixed by such extension shall be of the essence of this Agreement. It is understood and agreed that the times for the completion of the work are reasonable, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

- C. Progress and Completion: Contractor shall commence work promptly upon execution of this Agreement and shall prosecute and complete the work regularly, diligently and uninterruptedly at such a rate of progress as will insure Substantial Completion within the stipulated number of calendar days.
- D. Liquidated Damages: It is expressly agreed between the Contractor and the Owner that the Contractor will be responsible for all damages which may arise due to the Contractor's failure to substantially complete the work within the above specified time. If the Contractor shall neglect, fail or refuse to complete the work within the specified number of days, or any extension thereof authorized by the Owner, Contractor agrees, as a part of the consideration for the execution of this Contract by the Owner, to pay the Owner the amount specified herein, not as a penalty, but as liquidated damages for such breach of contract as hereinafter set forth, for each and every calendar day, excluding Saturdays, Sundays and legal Holidays, that the Contractor shall be in default of Substantial completion after the date specified in the Agreement. Due to the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner would in such event sustain, said amount is agreed to be the amount of damages which the Owner would sustain, and said amount shall be retained from time to time by the Owner from current periodic estimates. The amount of liquidated damages shall be \$250.00 per day.

4. Performance of the Work

- A. Direction of the Work: The Contractor shall supervise and direct the Work, using his best skills and attention which shall not be less than such state of skill and attention generally rendered by the contracting profession for projects similar to the Project in scope, difficulty and location. The Contractor shall maintain adequate supervisory personnel at the project site during the performance of the Work. He shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Agreement.
- B. Responsibility for the Work: (1) The Contractor shall be responsible to the Owner for the acts and omissions of his employees, Subcontractors and their agents and employees, and other persons performing any of the Work under a contract with the Contractor. This obligation shall also extend to the presence on the Site of suppliers of materials or equipment, their employees, contractors, and agents engaged in the work.

(2) The Contractor shall not be relieved from his obligations to perform the Work in accordance with the Contract Documents either by the activities or duties of the Owner in its administration of the Agreement, or by inspections, tests or approvals required or performed by persons other than the Contractor.

- C. Permits and Fees: Unless otherwise expressly provided, the Contractor shall secure and pay for all permits and fees, licenses and inspections necessary for the proper execution and completion of the Work which are customarily secured after execution of the Agreement and which are legally required at the time the bids are received, and the same shall at all times be the property of the Owner and shall be delivered to the Owner upon completion of the Project.
- D. Notices, Compliance With Laws: (1) The Contractor shall give all notices and comply with all federal, state and local laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the Work. The Contractor shall provide the Owner with reproductions of all permits, licenses and receipts for any fees paid. The Owner represents that it has disclosed to the Contractor all orders and requirements known to the Owner of any public authority particular to this Agreement.
- (2) If the Contractor observes that any of the Contract Documents are at variance with applicable laws, statutes, codes and regulations in any respect, he shall promptly notify the Owner in writing, and any necessary changes shall be accomplished by appropriate modification.
- (3) If the Contractor performs any Work which he knows or should know is contrary to such laws, ordinances, rules and regulations, and without such notice to the Owner, he shall assume full responsibility therefor and shall bear all costs attributable thereto.
- (4) In the performance of the Work, the Contractor shall comply with all applicable federal, state and local laws and regulations including those relating to workplace and employee safety. The Contractor shall notify the Owner immediately of any conditions at the place of the work which violate said laws and regulations and shall take prompt action to correct and eliminate any such violations.
- E. Project Superintendent: The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site at all times during the progress of the Work. The superintendent shall represent the Contractor and all communications given to the superintendent shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing. Other communications shall be so confirmed on written request in each case.
- F. Progress Schedule: The Contractor, immediately after being awarded the Contract, shall prepare and submit for the Owner's information an estimated progress schedule for the Work. The progress schedule shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.
- G. Drawings, Specifications and Submittals:
- (1) The Contractor shall maintain at the site for the Owner one record copy of all Drawings, Specifications, Addenda, Change Orders and other Modifications, and "As-Built" Drawings and Specifications in good order and marked currently to record all changes made during construction, and approved Shop Drawings,

Product Data and Samples. These shall be delivered to the Owner upon completion of the Work.

(2) By approving and submitting Shop Drawings, Product Data and Samples, the Contractor represents that he has determined and verified all materials, field measurements, and field construction criteria related thereto, or will do so, and that he has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

(3) The Contractor shall not be relieved of responsibility for any deviation from the requirements of the Contract Documents by the Owner's approval of Shop Drawings, Product Data or Samples unless the Contractor has specifically informed the Owner in writing of such deviation at the time of submission and the Owner has given written approval to the specific deviation. The Contractor shall not be relieved from responsibility for errors or omissions in the Shop Drawings, Product Data or Samples by the Owner's approval thereof.

(4) The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data or Samples, to revisions other than those requested by the Owner on previous submittals.

(5) No portion of the Work requiring submission of a Shop Drawing, Product Data or Sample shall be commenced until the submittal has been approved by the Owner. All such portions of the Work shall be in accordance with approved submittals.

- H. Protection of the Work and Owner's Property: The Contractor shall at all times safely guard the Owner's property from injury or loss in connection with this Agreement. He shall at all times safely guard and protect his own work, and that of adjacent property from damage. The Contractor shall replace or make good any such damage, loss or injury. The Contractor shall clean the work area and restore it to its original condition upon completion of the work.
- I. Quality of the Work: The Contractor shall perform the work in a good, workmanlike manner. The Contractor hereby guarantees that the entire work constructed by him under the Agreement will meet fully all requirements thereof as to quality of workmanship and materials. The Contractor hereby agrees to make at his own expense any repairs or replacements made necessary by defects in materials or workmanship supplied to him that become evident within one (1) year after the date of the final payment, and to restore to full compliance with the requirements set forth herein any part of the work constructed hereunder, which during said one (1) year period is found to be deficient with respect to any provisions of the Contract Documents. The Contractor also agrees to hold the Owner harmless from claims of any kind arising from damage due to said defects. The Contractor shall make all repairs and replacements promptly upon receipt of written orders for same from the Owner. If the Contractor fails to make the repairs and replacements promptly, the Owner may do the work and the Contractor shall be liable to the Owner for the cost thereof.

J. Warranty: The Contractor guarantees to Owner that all materials incorporated into the work will be new unless otherwise specified or agreed. Prior to final payment, the Contractor shall deliver to the Owner all manufacturers' warranties, together with such endorsements or assignments as are necessary to ensure to the Owner the full rights and benefits of such warranties.

5. Affirmative Action/Equal Employment Opportunity

The Contractor is directed to comply with all applicable State Laws, Ordinances, Bylaws, and rules and regulations regarding affirmative action/equal employment opportunity requirements. Failure of the Contractor to comply with any such law, rule or regulation shall constitute grounds for the Owner to terminate the Agreement.

6. Site Information Not Guaranteed; Contractor's Investigation

All information given in the Contract Documents relating to subsurface and other conditions, natural phenomena, existing pipes, and other structures is from the best sources at present available to the Owner. All such information is furnished only for the information and convenience of the Contractor and is not guaranteed.

It is agreed and understood that the Owner does not warrant or guarantee that the subsurface or other conditions, natural phenomena, existing pipes, or other structures encountered during construction will be the same as those indicated in the Contract Documents.

Contractor has familiarized himself with the nature and extent of the Contract Documents, work, locality, and with all local conditions and federal, state, and local laws, rules, ordinances, and regulations that in any manner may affect costs, progress, or performance of the work. Contractor has made, or has caused to be made, examinations, investigations, and tests and studies of such reports and related data in addition to those referred to in the paragraph above as he deems necessary for the performance of the work at the Contract Price, within the Contract Time, and in accordance with the other Terms and Conditions of the Contract Documents; and no additional examinations, tests, investigations, reports, and similar data are or will be required by the Contractor for such purposes.

Contractor has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the Contract Documents. Contractor has given the Owner written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract Documents, and the resolution thereof by the Owner is acceptable to the Contractor.

It is further agreed and understood that the Contractor shall not use or be entitled to use any of the information made available to him or obtained in any examination made by him in any manner as a basis of or ground for any claim or demand against the Owner, arising from or by reason of any variance which may exist between the information made available and the actual subsurface conditions or other conditions or structures actually encountered during the construction work, except as may otherwise be expressly provided for in the Contract Documents.

7. Project Architect or Engineer

There is a project construction manager/housing rehabilitation consultant for this project who is John Saari. Except as otherwise indicated in the Contract Documents, the Manager/Consultant shall be a representative of the Owner and the Contractor shall direct all communications, questions and comments on the work and the performance thereof to the Manager/Consultant. Except as otherwise provided, the Manager/Consultant shall have all the authority of the Owner set forth in the Contract Documents. In general, the Manager/Consultant shall have the authority to review the performance of the work, reject work which is defective or otherwise does not comply with the Contract Documents and to order the Contractor to remedy defective work and take such actions which are necessary to make the work conform to the Contract Documents.

8. Wage Rates

Prevailing Wage Rates as determined by the Commissioner of the Department of Labor and Workforce Development under the provisions of Massachusetts General Laws, Chapter 149, Section 26 to 27G, as amended, apply to this project. It is the responsibility of the Contractor to provide the Town with certified payrolls and to comply with all requirements of the above-cited statutes.

The schedules of prevailing wage rates are included in the Contract Documents.

9. Payments to the Contractor

Within fifteen (15) days after receipt from the Contractor of a proper and satisfactory periodic estimate requesting payment of the amount due for the preceding month, the Owner shall have fifteen (15) days to make payment for:

- A. The work performed during the preceding month.
- B. The materials not incorporated in the Work but delivered and suitably stored at the site (or at some location agreed upon in writing) to which the Contractor has title, or to which a Subcontractor has title and has authorized the Contractor to transfer title to the Owner.
- C. Less the following retention items:
 - 1. A retention based on an estimate of the fair value of the Owner's claims against the Contractor.
 - 2. A retention for direct payments to Subcontractors, if any, based on demands for same in accordance with the provisions of Section 39F of Chapter 30 of the General Laws.
 - 3. A retention not exceeding five percent (5%) of the approved amount of the periodic payment.

- D. After the receipt of a periodic estimate requesting final payment and within sixty-five (65) days after the Contractor fully completes the Work, or substantially completes the Work so that the value of the Work remaining to be done is, on the estimate of the Owner, less than 1% of the original Contract Price, or substantially completes the Work and the Owner takes possession or occupancy, whichever occurs first, the Owner shall pay the Contractor the entire balance due on the Contract less:
1. A retention based on an estimate of the fair value of the Owner's claims against the Contractor and of the cost of completing the incomplete and unsatisfactory items of work.
 2. A retention for direct payments to Subcontractors, if any, based on demands of same in accordance with the provisions of Section 39F of Chapter 30 of the General Laws, or based on the record of payments by the Contractor to the Subcontractors under this Contract if such record of payment indicates that the Contractor has not paid Subcontractors as provided in Section 39F of Chapter 30 of the General Laws.

If the Owner fails to make payment as herein provided, there shall be added to each such payment, daily interest at the rate of 3 percentage points above the rediscount rate than charged by the Federal Reserve Bank of Boston, commencing on the first day after said payment is due, and continuing until the payment is delivered or mailed to the Contractor; provided that no interest shall be due, in any event, on the amount of a periodic estimate for final payment until fifteen (15) days after receipt of such a periodic estimate by the Owner as provided in the first paragraph of this Article. The Contractor agrees to pay to each subcontractor a portion of any such interest paid in accordance with the amount due each subcontractor.

The Owner may make changes in any periodic estimate submitted by the Contractor and the payment due on said periodic estimate shall be computed in accordance with the changes so made, and such changes and any requirements for a corrected periodic estimate shall not affect the due date for the periodic payment or the date for the commencement of interest charges on the amount of the periodic payment computed in accordance with the changes made, as provided herein; provided further, that the Owner may, within seven (7) days after receipt, return to the Contractor for correction, any periodic estimate which is not in acceptable form or which contains computations not arithmetically correct, and in that event, the date of receipt of such periodic estimate shall be the date of receipt of the corrected periodic estimate in proper form and with arithmetically correct computations. The date of receipt of a periodic estimate received on a Saturday shall be the first working day thereafter.

- E. Changes in the Work: No changes in the work covered by the approved Contract Documents shall be made without prior written approval of the Owner. Charges or credits for the work covered by the approved change shall be determined by one or more, or a combination of the following methods:
- (a) Unit bid prices previously approved.
 - (b) An agreed lump sum.

- (c) The actual cost of:
 - (1) Labor.
 - (2) Materials entering permanently into the work.
 - (3) The ownership or rental cost of construction equipment during the time of use on the extra work.
 - (4) Power and consumable supplies for the operation of power equipment.
 - (5) Wages to be paid.

To the cost under (c) there shall be added a fixed fee to be agreed upon but not to exceed fifteen percent (15%) of the actual cost of work. The fee shall be compensation to cover the cost of supervision, overhead, bond, profit and any other general expenses.

- F. Claims for Additional Costs: If the Contractor wishes to make a claim for an increase in the Contract Sum, he shall give the Owner written notice thereof within twenty days after the occurrence of the event giving rise to such claim. This notice shall be given by the Contractor before proceeding to execute the Work, except in an emergency endangering life or property. No such claim shall be valid unless so made. Any change in the Contract Sum resulting from such claim shall be authorized by Change Order.

The Contractor hereby agrees that the Contractor shall have no claim for damages of any kind against the Town on account of any delay in the commencement or performance of the work and/or any hindrance, delay or suspension of any portion of the work including, but not limited to, any claims or damages on account of having to perform out of sequence work, claims for damages on account of loss of production or other interference with the work whether such delay is caused by the Town or otherwise, except as and to the extent expressly provided under G.L. c.30, §39O in the case of written orders by the Town. The Contractor acknowledges that the Contractor's sole remedy for any such claim will be an extension of time as provided herein.

10. Final Payment, Effect

The acceptance of final payment by the Contractor shall constitute a waiver of all claims by the Contractor arising under the Agreement.

11. Contract Documents

The Contract Documents consist of the following, together with this Agreement:

Invitation to Bid
Instructions to Bidders
This Contract Form
Bid Form

Performance Bond
Labor & Materials Payment Bond
Non-Collusion Certificate
Tax Compliance Certificate
Clerk's Certificate of Corporate Vote
Certificate of Insurance
General Conditions
Supplementary General Conditions
General Requirements
Specifications and Addenda
Contract Drawings
Schedule of Prevailing Wages
(Strike out any inapplicable item)

12. Terms Required By Law

This Agreement shall be considered to include all terms required to be included in it by the Massachusetts General Laws, and all other laws, as though such terms were set forth in full herein.

13. Indemnification

The Contractor shall indemnify and hold harmless the Owner from and against any and all claims, damages, losses, and expenses, including attorney's fees, arising out of the performance of this Agreement when such claims, damages, losses, and expenses are caused, in whole or in part, by the acts, errors, or omissions of the Contractor or his employees, agents, subcontractors or representatives.

14. Insurance

The Contractor shall purchase and maintain such insurance as will protect both the Owner and the Contractor from claims which may arise under the Agreement, including operations performed for the named insured by independent contractors and general inspection thereof by the named insured. In addition, the Contractor shall require its subcontractors to maintain such insurance. Coverage shall be provided for:

- .1 claims under workers' or workmen's compensation, disability benefit and other applicable employee benefit acts;
- .2 claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;
- .3 claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;
- .4 claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or (2) by any other person;

- .5 claims for damages, including damages to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; and
- .6 claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.
- .7 claims involving contractual liability applicable to the Contractor's obligations under Article 13.

The limits of liability for coverage required under the preceding paragraph shall be as Specified in the Supplemental Conditions.

Except for Workmen's Compensation, all liability coverage shall name the Town as an additional insured and shall provide for 30 days prior written notice to the Town of any modification or termination of coverage provided thereby. The Contractor shall provide the Owner with appropriate certificate(s) of insurance evidencing compliance with this provision prior to the commencement of any work under this Agreement.

15. Notice

All notices required to be given hereunder shall be in writing and delivered to, or mailed first class to, the parties' respective addresses stated above. In the event that immediate notice is required, it may be given by telephone or facsimile, but shall, to the extent possible, be followed by notice in writing in the manner set forth above.

16. Termination

- A. Each party shall have the right to terminate this Agreement in the event of a failure of the other party to comply with the terms of the Agreement. Such termination shall be effective upon seven days' notice to the party in default and the failure within that time of said party to cure its default.
- B. The Owner shall have the right to terminate the Agreement without cause, upon ten (10) days' written notice to the Contractor. In the event that the Agreement is terminated pursuant to this subparagraph, the Contractor shall be reimbursed in accordance with the Contract Documents for all Work performed up to the termination date, and for all materials or equipment not incorporated in the Work, but delivered and suitably stored at the site. Payment for material or equipment stored at the site shall be conditioned upon submission by the Contractor of bills of sale or such other evidence as is satisfactory to Owner to establish the Owner's title to such material or equipment or otherwise protect the Owner's interests.

17. Miscellaneous

- A. Royalties and Patents: The Contractor shall pay all royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall save the Owner

harmless from loss on account thereof, except that the Owner shall be responsible for all such loss when a particular design, process or the product of a particular manufacturer or manufacturers is specified; but if the Contractor believes or has reason to believe that the design, process or product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the Owner, and thereafter the Owner insists on the use of the design, process or products specified.

- B. Assignment: The Contractor shall not assign or transfer any of its rights, duties or obligations under this Agreement without the written approval of the Owner.
- C. Governing Law: This Agreement shall be governed by and construed in accordance with the law of the Commonwealth of Massachusetts.
- D. By its signature hereon, the Contractor certifies, under the pains and penalties of perjury, that it has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

[Remainder of page intentionally blank.]

AGREED:

TOWN OF BREWSTER, MASSACHUSETTS

(Owner)

By its _____

Town Manager, Peter Lombardi _____

CONTRACTOR: _____

By _____

(Name)

(Title)

(Address)

(City and State)

Approved as to Form:

By KP Law
(Owner's Counsel)

In accordance with G.L. c.44, Section 31C, this is to certify that an appropriation in the amount of this contract is available therefor and that the Town Manager or his designee has been authorized to execute the contract and approve all requisitions and change orders.

By _____
Mimi Bernardo, Finance Director

CERTIFICATE OF VOTE
(to be filed if Contractor is a Corporation)

I, _____, hereby certify that I am the duly qualified
(Secretary of the Corporation)

and acting Secretary of _____ and I further certify that a meeting of the
(Name of Corporation)
Directors of said Company, duly called and held on _____, at which
(Date of Meeting)

all Directors were present and voting, the following vote was unanimously passed:

VOTED: To authorize and empower

Anyone acting singly, to execute Forms of General Bid, Contracts or Bonds on behalf of the Corporation.

I further certify that the above vote is still in effect and has not been changed or modified in any respect.

By: _____
(Secretary of Corporation)

A True Copy:

Attest: _____
(Notary Public)

My Commission Expires: _____
(Date)

**CERTIFICATIONS REQUIRED BY LAW
FOR PUBLIC CONSTRUCTION CONTRACTS**

You must COMPLETE and SIGN the following certifications. You must also print, at the bottom of this page, the name of the contractor for whom these certifications are submitted.

TAX COMPLIANCE

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A(b), I, the undersigned, authorized signatory for the below named contractor, do hereby certify under the pains and penalties of perjury that said contractor has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

NON-COLLUSION

The undersigned certifies under the penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this subsection the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.

PUBLIC CONTRACTOR DEBARMENT

The undersigned certifies under penalty of perjury that the below named contractor is not presently debarred from doing public construction work in the commonwealth under the provisions of section twenty-nine F of chapter twenty-nine, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

OSHA TRAINING

Pursuant to G.L. c. 30, §39S, the Contractor hereby certifies under penalties of perjury as follows:

- (4) Contractor is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work;
- (5) All employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and they shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and
- (6) All employees to be employed in the work subject to this contract have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration.

COMPLETE AND SIGN BELOW:

Authorized Person's Signature

Date

Print Name & Title of Signatory

Name of Contractor

SECTION 00610

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That we _____
(Name of Contractor)

a _____ hereinafter called "Principal" and
(Corporation, Partnership, Joint Venture or Individual)

_____ of _____, State of _____
(Surety) (City & State)

_____ hereinafter called the "Surety" and licensed by the State
Division of Insurance to do business under the laws of the Commonwealth of Massachusetts, are
held and firmly bound to the City/Town of _____, Massachusetts, hereinafter called
"Owner", in the penal sum of

_____ Dollars
(\$ _____) in lawful money of the United States, for the payment of which
sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and
successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered
into a certain contract with the Owner, dated the _____ day of _____,
20__ (the "Construction Contract"), for the construction described as follows: _____
_____.

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties,
all the undertakings, covenants, terms, conditions, and agreements of the Construction Contract
during the original term thereof, and any extensions thereof which may be granted by the Owner,
with or without notice to the Surety, and if he shall satisfy all claims and demands incurred under
the Construction Contract, and shall fully indemnify and save harmless the Owner from all costs
and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the
Owner all outlay and expense which the Owner may incur in making good any default, then this
obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the Surety's obligation under this Bond shall arise after (1)
the Owner has declared the Principal in default of the Construction Contract or any provision
thereof or (2) has declared that the Principal has failed, or is otherwise unable or unwilling, to
execute the work consistent with, and in conformance to, the Construction Contract (collectively
referred to as a "Contractor Default"). The determination of a Contractor Default shall be made
solely by the Owner. The Owner need not terminate the Construction Contract to declare a
Contractor Default or to invoke its rights under this Bond.

When the Surety's obligation under this Bond arises, the Surety, at its sole expense and at the consent and election of the Owner, shall promptly take one of the following steps: (1) arrange for the Principal to perform and complete the work of the Construction Contract; (2) arrange for a contractor other than the Principal to perform and complete the work of the Construction Contract; (3) reimburse the Owner, in a manner and at such time as the Owner shall decide, for all costs and expenses incurred by the Owner in performing and completing the work of the Construction Contract. Surety will keep Owner reasonably informed of the progress, status and results of any investigation of any claim of the Owner.

If the Surety does not proceed as provided in this Bond with due diligence and all deliberate speed, the Surety shall be deemed to be in default of this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner.

After the Surety's obligation under this Bond arises, the Surety is obligated, to the limit of the amounts of this Bond, for (1) the correction of defective work and completion of the Construction Contract; (2) additional design, professional services, and legal costs, including attorneys' fees, resulting from the Contractor Default or from the default of the Surety under this Bond; (3) any additional work beyond the Construction Contract made necessary by the Contractor Default or default of the Surety under this Bond; (4) indemnification obligation of the Principal, if any, as provided in the Construction Contract; and (5) liquidated damages as provided in the Construction Contract, or if none are so specified, actual and foreseeable consequential damages resulting from the Contractor Default or default of the Surety under this Bond.

Any proceeding, legal or equitable, under this Bond shall be instituted in any court of competent jurisdiction in the Commonwealth of Massachusetts.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Construction Contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Construction Contract or to the work or to the specifications.

IN WITNESS WHEREOF, this instrument is executed in _____ () counterparts, each one of which shall be deemed an original, this the _____ day of _____, 20__.

ATTEST:

_____ (Principal Secretary) By _____
Principal

(Address-Zip Code)

_____ (SEAL)
Witness as to Principal

(Address-Zip Code)

ATTEST:

_____ By _____
Surety

(Attorney-in-Fact)

(Address-Zip Code)

_____ (SEAL)
Witness as to Surety

(Address-Zip Code)

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is a Partnership, all partners should execute Bond.

SECTION 00620

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That we _____

_____ a _____
(Name of Contractor) (Corporation, Partnership, Joint Venture or Individual)

hereinafter called "Principal" and _____ of _____,
(Surety)

State of _____ hereinafter called the "Surety" and licensed by the State
(City and State)

Division of Insurance to do business under the laws of the Commonwealth of Massachusetts, are held and firmly bound to the City/Town of _____, Massachusetts, hereinafter called "Owner", in the penal sum of _____ Dollars

(\$_____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a certain contract with the Owner, dated the _____ day of _____, 20____, for the construction described as follows:

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of this contract or to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in ____ () counterparts, each one of which shall be deemed an original, this the _____ day of _____, 20__.

ATTEST:

| | | |
|----------------------|----|--------------------|
| _____ | | _____ |
| | | Surety |
| _____ | By | _____ |
| | | (Attorney-in-Fact) |
| | | _____ |
| | | (Address-Zip Code) |
| _____ (SEAL) | | |
| Witness as to Surety | | |
| _____ | | |
| _____ | | |
| (Address-Zip Code) | | |

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is a Partnership, all partners should execute Bond.

SECTION 00800

SUPPLEMENTAL CONDITIONS

| | <u>Page</u> |
|---------------------------|-------------|
| 1. Introduction | 2 |
| 2. Prevailing Wage Rates | 2 |
| 3. Insurance Requirements | 2 |

SECTION 00850 - Incorporation of Applicable Provisions of the Massachusetts General Laws

Attachment A - Wage Rates and Certificate
of Compliance

Attachment B- Notice of Award

Attachment C- Notice to Proceed

Attachment D-Change Order Form

§ SC 1.1 INTRODUCTION

The following provisions modify, change, delete from or add to Section 00500 Agreement. Where any Subsection of the Agreement is modified or any Article Paragraph, Subparagraph or Clause thereof is modified or deleted by these Supplemental Conditions, the unaltered provisions of that Article, Paragraph, Subparagraph or Clause shall remain in effect.

§ SC 2.1 PREVAILING WAGE

In accordance with General Laws Chapter 149, Section 26 through 27D, the Contractor is obligated to comply with the prevailing wage rates established by the Commissioner of the Department of Labor and Workforce Development for mechanics, apprentices, chauffeurs, teamsters and laborers employed on the Project. The schedule of applicable prevailing wage rates for the Project, together with a Certificate of Compliance therewith, are set forth in Attachment A herein.

§ SC 3.1 CONTRACTOR'S LIABILITY INSURANCE

In no case shall the limits of liability be less than the following:

1. Workers' Compensation: as required by law.
 2. Comprehensive General Liability: Each Person/Each Occurrence:
 Bodily Injury \$ 1,000,000.00 / \$ 3,000,000.00
 Each Occurrence/Aggregate:
 Property Damage (X,C, & V Coverage)
 \$ 1,000,000.00 / \$ 3,000,000.00
 Town should be named as an Additional Insured.
 3. Products and Completed Operations to be maintained for three years after final payment, provide evidence of such coverage to the Owner:
 4. Comprehensive Automobile Liability:
 Each Person/Each Occurrence
 Bodily Injury/Property Damage, Combined Single Limit
 \$ 1,000,000.00 per accident
 5. Excess Liability on all of the above policies: (Umbrella Form)
\$2,000,000.00 occurrence/\$2,000,000.00 aggregate
 The Town should be named as an Additional Insured.
 6. The Comprehensive General Liability Insurance Policy (Broad Form) shall include coverage for Premises-Operations, Independent CONTRACTORS, Products Completed, Operations, and Contractual Liability Coverage to insure the CONTRACTOR'S assumed liability under Article 59. The policy shall be endorsed to insure against liability for damage to property by explosion, and for damage to underground pipes and utilities caused by digging with mechanical equipment (X,C, & U Coverage).
 7. The Comprehensive Automobile Liability Insurance Policy shall be written to include Owned, Hired and Non-Owned Vehicles and it shall provide Extra Territorial Coverage.
- C. The above insurance policies shall also be subject to the following requirements:
1. Insurance coverage for the CONTRACTOR'S Comprehensive General Liability, as specified under the foregoing Paragraph B and for the AWARDING AUTHORITY'S and the ARCHITECT'S Protective Liability, as hereinafter specified under Article 57, shall be written by one and the same insurance company to avoid the expense of duplicate and/or overlapping coverages and to facilitate and expedite the settlement of claims.

2. Certificates of insurance acceptable to the AWARDING AUTHORITY and the ARCHITECT shall be addressed to and filed with both the AWARDING AUTHORITY, the ARCHITECT and the PROJECT MANAGER prior to commencement of the Work. Renewal certificates shall be addressed to and filed with both parties at least ten (10) days prior to the expiration date of the required policies.

3. No insurance coverage shall be subject to cancellation without at least thirty (30) days prior written notice forwarded by registered or certified mail to both the AWARDING AUTHORITY, the ARCHITECT, and the PROJECT MANAGER. Both parties shall also be notified of the attachment of any restrictive amendments to the policies.

4. All certificates of insurance shall contain true transcripts from the policies, authenticated by the proper officer of the insurer, evidencing in particular those insured, the extent of coverage, the location and operations to which the insurance applies, the expiration date and the above-mentioned notice clauses.

5. All premium costs shall be included in the CONTRACTOR'S bid.

SECTION 00850

Incorporation of Applicable Provisions of the Massachusetts General Laws

Certain provisions of the Massachusetts General Laws are applicable to Construction contracts including, but not limited to, those contained in Chapter 30 and Chapter 149. All applicable provisions of the Massachusetts General Laws are incorporated into the Contract as if fully set forth herein, and shall prevail over any conflicting provisions of the General or Supplemental General Conditions.

SECTION 00900

SPECIFICATIONS

JOHN A. SAARJ, L.L.C.

**HOUSING REHABILITATION CONSULTANT
BUILDER/CONSTRUCTION MANAGER**

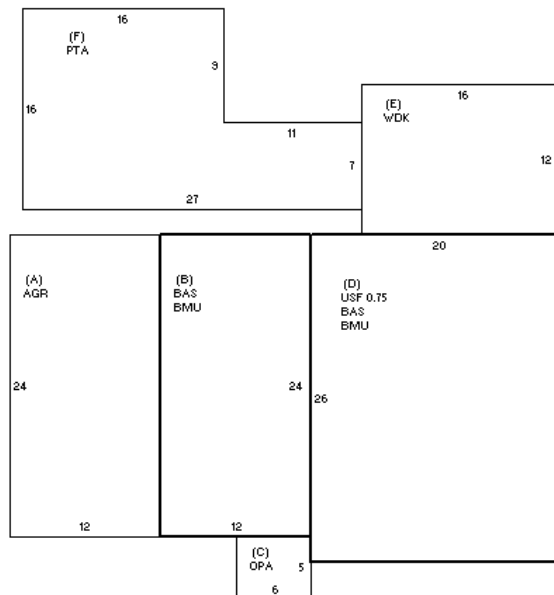
Phone: 508-274-1813/ john@jasaarillc.com



PROJECT WORK WRITE – UP
PREPARED May 21, 2023

For

212 Yankee Drive
Brewster, MA



General Information:

Location of proposed **Work: 212 Yankee Drive Brewster, MA.** Contractors are responsible for verification of field conditions, measurements, and quantities. **Permits are required for all Work and Inspection fees are to be included in all bids.** Permit costs will be waived as the Town owns the property, but inspections fees will not. The costs of providing all labor and all materials shall be included in the bids. Labor shall be quoted at prevailing wage rates. All work items in this project are subject to the requirements of the **9th EDITION of 780 CMR 51.00, the Massachusetts Residential Building Code and the 2015 International Residential Code.** This project is also subject to all applicable sections of **105 CMR, the State Sanitary Code.** All work shall also comply of the State and Local Historical Commissions.

The **Work** required for the **212 YANKEE DR. BREWSTER; MA project is listed herein.** It is hereby understood that the Work Write-Up is to be utilized as an outline for the work and as a guide for pricing the various work items. If you have questions, please call. **All costs (Materials, Labor General Requirements, OVHD & Profit) shall be included in each work item on the bid sheet; no lines/sheets or additional cost shall be illustrated on or affixed to the bid Sheet.**

There will be no changes in the scope of work illustrated herein for any reason other than an unforeseen condition discovered during the conduct of the work. *An unforeseen condition constituting a change in the scope of work requires an approved change order prior to the start of work on the unforeseen/added work.*

Note1: The dimensions and material quantities illustrated within the documents must be verified by the Contractors. Should discrepancies be found, it the Contractors responsibility to immediately notify the Rehab Specialist and the Town of Brewster of the difference so an amendment can be generated.

I. Rough & Finish Plumbing:

A. Rough Plumbing: The Contractor shall check all existing rough Plumbing to ensure that the existing Waste & Vents and Hot and Cold-Water supplies are sound, that there are no leaks or blockages in the lines and that all Rough Plumbing is Code Compliant.

B. Finish Plumbing:

1. Kitchen: In Kitchen the Contractor shall supply a surface mounted, 20-gauge Single Bowl Stainless Steel Sink, the Bowl having a minimum of 8” in depth, the Faucet shall be a Delta, Single Hole Faucet with Pull Down Sprayer, Prep Sink Faucet, Brushed Nickel, Artic Stainless 9913-AR-DST or Equal. The Contractor shall replace the waste and vent back to the wall and install new stops on the hot and cold waters supplies; units roughed for future dishwashers & piped for the new range.

2. Bathrooms: (Contractor to purchase all Plumbing Fixtures)

a. First Floor Bath: In the 1st Floor Bath install the new 36” Fiberglass Walk-in Shower Unit with a new Delta Classic Chrome Monitor 13 series, Single Function with Rough-in Valve or Equal.

b. Toilet/Vanity/ Lavatory: Once the Floor is completed, a new low flow, comfort height Toilet and 30” Vanity (matching the kitchen cabinets in style and quality) with a Drop-in Sink shall be installed; the Toilet shall be a Gerber or Equal, and the Lavatory shall be a Gerber or Equal matching the Toilet; the

Faucet to be mid-priced Delta center set Faucet matching the Shower Trim or Equal. All Stops, Waste and Vents shall be replaced.

I. Rough & Finish Plumbing continued:

2. Bathrooms continued:

c. Second Floor Bath: In the 2nd Floor Bath install new Fiber Glass Tub/Shower Unit and a new Delta Classic Chrome Monitor 13 series, Dual Function with Rough-in Valve or Equal.

d. Once the Floor is completed, a new low flow, comfort height Toilet and 30" Vanity (matching the kitchen cabinets in style and quality) with a Drop-in Sink shall be installed; the Toilet shall be a Gerber or Equal, and the Lavatory shall be a Gerber or Equal matching the Toilet; the Faucet to be mid-priced Delta center set Faucet matching the Shower Trim or Equal. All Stops, Waste and Vents shall be replaced.

e. In each Bath, the Contractor shall install 2 Towel Bars, a Shelf over the Lavatory, a flush mounted Medicine Cabinet, a Toothbrush/Cup Holder, Soap Dish, and a Toilet Paper Holder

Note1: *All Plumbing and Electrical work completed under this section of the Contract shall be Permitted, inspected and approved by the Town's Plumbing and Electrical Inspector or the Fire Department if required prior to requisitioning funds for this work. When completed, the work shall meet the required Codes.*

II. Rough & Finish Electrical:

A. Rough Electrical: *The Contractor shall check all existing rough Electrical to ensure that the existing Wiring, Boxes etc. are not damaged and installed to Code. All additional rough Electrical required for the project shall be installed.*

B. Finish Electrical:

Kitchen, Dining Room and Living Room Controls: *In the Kitchen, Dining Room and Living Rooms, three (3) way switching devices are to be installed to control the overhead lights in the Living Rooms and the Kitchens. A three (3) way devices will be installed to control one (1) Wall Outlet in the Living Room
Note: The Property Owner shall select the outlet to switch and color of the devices to be utilized.*

Bedroom Room Requirements: *In each Bedroom and the Living Room, the Contractor shall install new Electrical outlets on each Wall per Code. One Wall Outlet in each Bedroom shall be a Switched Outlet.*

Kitchen GFCIs/ Microwave & Dishwasher: *In the Kitchen, all Outlets shall be GFCI protected per Code; wiring for Microwave shall be provided over the Range; Kitchen shall be wired for a Dishwasher.*

Bath Vent Fans: *In both Baths, a new Energystar rated Vent/Light shall be installed the meet the air exchange requirement of the Code; the Vent Fan and Light shall be switched separately.*

Bath GFCIs: *In both Baths a new GFCI shall be installed per Code.*

Front & Rear Exterior Lighting: *The Wiring and Switches for the Front Entrance Porch and Rear Deck shall be repaired or replaced to conform with the Code.*

Garage Lighting: *The Wiring and Switches for the Garage Lighting and Outlets shall be repaired or replaced to conform with the Code.*

Note 1: *All light fixtures shall be hung by the Contractor and supplied by the Owner.*

Note 2: *The Property Owner shall select all outlets to switch and the color of the devices to be utilized*

III. Insulation:

At all exterior Walls shall be insulated with Closed Cell Insulation, the 2nd Floor/Attic Ceilings shall be insulated with R-49 Fiberglass Batt, Insulation. The Rim Joist and Floor Penetrations shall be insulated with Closed Cell Insulation; the perimeters of the Exterior Doors and Windows are to be air sealed. All Insulation shall be to Code and once installed, Inspected by The Building Inspector.

IV. Unit Veneer Plaster & Painting System:

Note: There is Approximately 4300 Sq. ft. of Ceilings & Walls in the Home.

Walls & Ceiling Covering: Once the Rough Plumbing and the Rough Electrical has been installed and Inspected; the Air Sealing and Insulation work completed and inspected, the Contractor shall sheath Walls and Ceilings with 1/2" Blueboard; the Garage Wall shall be sheathed with 5/8" Blueboard. Next apply Smooth Veneer Plaster to all Sheathing on the Walls and Ceilings When the Veneer Plaster has dried, the Contractor shall sand, clean, apply one coat of primer to all plastered areas, then paint the Walls and Ceilings with two (2) coats of paint as selected by the Property Owner.

Note1: The interior Trim including the Doors, the Jambs and Casings; the Window Trim; the Baseboards; and the Closet Shelving will be sanded, cleaned, primed, and painted (2) coats once the Trim is installed.

Note2: Paint shall contain less than 50 grams/liter of Volatile Organic Material and be selected by the Property Owner.

V. Finish Carpentry:

A. Interior Doors: All interior Door Assemblies shall be 1-3/8" Solid Core Molded Six Panel Doors; the Butts shall be Polished Brass. All Bath and Bedroom Doors shall be equipped with Polished Brass Privacy Set ; All Closets and Storage areas shall be equipped with Passage Sets having the same style and finish as the Bath and Bedroom Doors. The 2-1/2" Colonial Casing shall be utilized to Trim all Doors.

Door Assembly Schedule:

- 1 Lin. Cl. Dr. 2'-0"x6'-6"
- 1 Lin. Cl. Dr. 12'-0"x6'-6"
- 1 Bath Dr. 2'-4"x6'-6"
- 1 Bath Dr 2'-8"x6'-6"
- 1 Bath Lin Cl. Dr 2'-0"x6'-6"
- 2 Bedroom Drs 2'-8"x6'-6"
- 1 Bedroom Dr. 2'-6"x6'-6"
- 1 BR Closet Dr. 2'-6"x6'-6"
- 1 BR B-Fold 5'-0"x6'-6"
- 1 BR B-Fold 3'-0"x6'-6"
- 1 Cellar Dr. 2'-6"x6'-8"

Note: The Contractor shall have the Property Owner approve the Doors and Hardwarer prior to placing the order.

V. Finish Carpentry continues:

***B. Unit Baseboard: The new Baseboards shall be 1"x6" pre-primed Colonial Baseboards
Note: There is Approximately 350 Lin. Ft. of Baseboard to install in the Home.***

***C. Interior Window Trim: The window casing legs shall be standard 2-1/2" Colonial Casing, the pre-milled Stool Caps shall be 1"x4"; the Aprons shall be fabricated from 1"x4" pre-primed pine stock.
Note: There are 8 Double Hung & 2 Mulled Double Windows to Trim in the Home***

***D. Closet Shelving: The Closet ledgers and shelves shall be fabricated from 1"x12" pre-primed pine.
Note: There are 50 Lin. Ft. of Various Sized Closet Shelves to install in the home.***

E. Additional Door Trim: Listed below are the 3 additional Doors requiring Interior Trim

**Trim the Front Egress Door, then Prime and Paint the Trim and the interior side of the Door.
Trim, Sliding Glass Door, then Prime and Paint the Trim
Trim Garage Door, the Prime and Paint the Trim and the interior side of the Door.**

VI. Kitchen Cabinets: A total of 16 lin. ft of Base Cabinets and 12 lin. ft of Upper Cabinets shall be utilized in the Kitchen Cabinet Layout; filler strips etc. will be used as required to complete the Kitchen Cabinet assembly. The Cabinets shall have solid plywood boxes, and shelving, dovetail joining at the draws and European hardware. The Door style shall be Shaker, the Doors, Stile, and Rails shall be solid Wood with a factory painted finish. Note: The Contractor shall work with their Cabinet Supplier to provide the Owners with a Kitchen Layout which best utilizes the lin. footage of Cabinets specified. A sample of the Kitchen Cabinet and Countertop (fabricated) shall be given to the Owner when the Kitchen layout is submitted; Owner shall select Cabinets & Countertop.

Countertops: The Contractor shall purchase and install a solid color Plastic Laminate on 3/4" plywood; the face (edge) of the Countertop shall be round with a 4" Backsplash.

VII. Flooring:

A. Throughout the Home, the Contractor shall Install American Manufactured Vinyl Plank Flooring including the required recovery Board/Underlayment utilizing the prep and installation method recommended by the Flooring Manufacturer. The cost of the prep and installation work shall be carried in VII. A of the Bid Sheet.

B. A total of 1150 sq. ft. of Floor shall be covered with Vinyl Plank Flooring. The Contractor shall carry \$6.00/Sq ft. on Line VII.B of the Bid Sheet for the purchase of the Vinyl Plank Flooring; the total amount to be carried in the B is \$6,900.00

VIII. Stair Treads/Handrails:

The Contractor shall replace the Stair Treads with Pre-finished Oak Treads and install new Oak Handrails

General Requirements:

- **The Contractors are required to read the Project Work Write-up prior attending the Contractors Walk-Through. Additionally, the Contractors shall have a paper copy of the Work Write-up in their possession at the Walk-Thru.**
- Work Write-Up shall be utilized as an outline for the work and as a guide for pricing the various work.
- **All dimensions must be verified by the Contractor.**
- All costs including Inspections, Labor, and Materials required to perform and complete the contracted work shall be included in the quote/bid. The cost of building permits will be waived by the Town; the cost of inspections will not.
- The Contractor shall apply for all permits within three days of the signing of the contract.
- Permits shall be posted on the job site prior to the start of work.
- All materials selected by the Contractor shall be approved in writing by the homeowner prior to purchase.
- All materials shall be selected and on-site prior to the start of work.
- A schedule will be completed and presented to the Homeowner and the Rehab Consultant prior to signing the contract.
- The Contractor is responsible to always maintain a Safe Working Environment and Safe Construction Site; this includes both during the daily Construction Operations and during the time when the site is shut down, i.e., such as after work hours or when construction is halted due to un-foreseen or un-anticipated conditions. All
- Federal and State safety requirements and regulations pertaining to this type of Construction shall be strictly adhered to.
- Demolition/Construction Debris shall be removed from the site on a weekly basis.
- The Property Owner is responsible for removing items from the Contractor's work area.
- All materials shall be new, warrantable, and installed per the Manufacturer's specifications.
- If applicable, the Contractor shall supply Portable Toilet facilities at the Job site. This will be cleaned and emptied on a weekly basis; the unit will be removed within five (5) *days* of the completion of the work.
- The Contractor shall inform the Rehab Consultant by e-mail seven (7) *days* prior to opening the Roof, removing the Exterior Doors, or removing the Windows as the Rehab Specialist at his option will either view the work at the site during those

critical openings of request that the Contractor provide photos of conditions encountered and methods and materials utilized during the installation of the new work. Failure to provide this lead time for inspection and or photos if required will trigger a request to open and inspect the completed work as requested by the Consultant. The cost to open and close the work shall be borne by the Contractor.

General Requirements continued:

- As applicable, the Contractor shall include with the final requisition (payment request) all documentation necessary for the Owner to apply for rebates, tax credits, other incentives, or programs available to the Owner. Additionally, all product information, warranties and or guaranties applicable to the project shall accompany the last requisition. ***Payment will not be made to the Contractor until these requirements are met.***
- The Contractor is responsible for protecting all landscaping within **10 ft.** of the perimeter of the property requiring exterior renovations. The Contractor shall take photos of the condition of all landscaping within the indicated area prior to protecting (covering) and then take another set of photos illustrating the area once protected. A copy of these photos shall be sent to the Program Manager and the Rehab Specialist.
- Due to Insurance Liability mandates and O.S.H.A. regulations, Property Owners are not allowed on ladders, scaffolds, roofs etc. or within the work areas deemed hazardous by the Contractor. Failure to adhere to said paragraph by either the Contractor or the Property Owner shall be grounds to terminate the Contract.
- There shall be no smoking on or within the property. **No recreational drugs or alcoholic beverages will be consumed on or within the property.**
- During the final inspection, if items of work are found to be incomplete and/or areas need correction, a punch list will be generated by the Rehab Specialist and emailed to the contractor within **(48)** hours of the inspection. The Contractor shall correct the punch list items within seven **(7)** days of receiving the punch list. When the work is completed, the Contractor shall notify both the Program Manager and the Rehab Specialist the work is ready for the final re-inspection.
- All Requirements of applicable sections of **105 CMR, the State Sanitary**; the Requirements of the **2015 International Residential Code** and the **NINTH EDITION of 780 CMR 51.00, the Massachusetts Residential Building Code** shall be complied with during the execution of the Scope of Work all work.

By signing below, I certify that I have read and will adhere to the general conditions listed above.

Contractor: _____ **Date:** _____

NOTICE TO ALL PARTIES: All CHANGES TO THE SCOPE OF WORK OR TIME FRAME REQUIRE A WRITTEN APPROVED CHANGE ORDER. Note: Please email me john@jasaarillc.com 3 days to insure contact with me is made and questions can be answered correctly prior to the date the bids are due.

Accepted by: _____ Date: _____

"ATTACHMENT A"

[Wage Rates]

466096/99999/0003



MAURA HEALEY
Governor

KIM DRISCOLL
Lt. Governor

THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

LAUREN JONES
Secretary

MICHAEL FLANAGAN
Director

Awarding Authority: Town of Brewster
Contract Number: **City/Town:** BREWSTER
Description of Work: Rehab. residential home including plumbing, electric, walls and painting, flooring and finish
Job Location: 212 Yankee Drive

Information about Prevailing Wage Schedules for Awarding Authorities and Contractors

- **The wage rates will remain in effect for the duration of the project, except in the case of multi-year public construction projects. For construction projects lasting longer than one year, awarding authorities must request an updated wage schedule no later than two weeks before the anniversary of the date the contract was executed by the awarding authority and the general contractor.** For multi-year CM AT RISK projects, the awarding authority must request an annual update no later than two weeks before the anniversary date, determined as the earlier of: (a) the execution date of the GMP Amendment, or (b) the execution date of the first amendment to permit procurement of construction services. The annual update requirement is not applicable to 27F "rental of equipment" contracts. **The updated wage schedule must be provided to all contractors, including general and sub-contractors, working on the construction project.**
- This wage schedule applies only to the specific project referenced at the top of this page and uniquely identified by the "Wage Request Number" on all pages of this schedule.
- An Awarding Authority must request an updated wage schedule if it has not opened bids or selected a contractor within 90 days of the date of issuance of the wage schedule. For CM AT RISK projects (bid pursuant to G.L. c.149A), the earlier of: (a) the execution date of the GMP Amendment, or (b) the bid for the first construction scope of work must be within 90-days of the wage schedule issuance date.
- The wage schedule shall be incorporated in any advertisement or call for bids for the project as required by M.G.L. c. 149, § 27. The wage schedule shall be made a part of the contract awarded for the project. The wage schedule must be posted in a conspicuous place at the work site for the life of the project in accordance with M.G.L. c. 149 § 27. The wages listed on the wage schedule must be paid to employees performing construction work on the project whether they are employed by the prime contractor, a filed sub-bidder, or a sub-contractor.
- Apprentices working on the project are required to be registered with the Massachusetts Division of Apprentice Standards (DAS). Apprentices must keep their apprentice identification card on their persons during all work hours on the project. An apprentice registered with DAS may be paid the lower apprentice wage rate at the applicable step as provided on the prevailing wage schedule. **Any apprentice not registered with DAS regardless of whether they are registered with another federal, state, local, or private agency must be paid the journeyworker's rate.**
- Every contractor or subcontractor working on the construction project must submit weekly payroll reports and a Statement of Compliance directly to the awarding authority by mail or email and keep them on file for three years. Each weekly payroll report must contain: the employee's name, address, occupational classification, hours worked, and wages paid. Do not submit weekly payroll reports to DLS. For a sample payroll reporting form go to <http://www.mass.gov/dols/pw>.
- Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at (617) 626-6953.
- Contractors must obtain the wage schedules from awarding authorities. Failure of a contractor or subcontractor to pay the prevailing wage rates listed on the wage schedule to all employees who perform construction work on the project is a violation of the law and subjects the contractor or subcontractor to civil and criminal penalties.
- Employees not receiving the prevailing wage rate set forth on the wage schedule may file a complaint with the Fair Labor Division of the office of the Attorney General at (617) 727-3465.

| Classification | Effective Date | Base Wage | Health | Pension | Supplemental Unemployment | Total Rate |
|--|----------------|-----------|---------|---------|---------------------------|------------|
| Construction | | | | | | |
| (2 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i> | 12/01/2021 | \$35.95 | \$13.41 | \$16.01 | \$0.00 | \$65.37 |
| (3 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i> | 12/01/2021 | \$36.02 | \$13.41 | \$16.01 | \$0.00 | \$65.44 |
| (4 & 5 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i> | 12/01/2021 | \$36.14 | \$13.41 | \$16.01 | \$0.00 | \$65.56 |
| ADS/SUBMERSIBLE PILOT <i>PILE DRIVER LOCAL 56 (ZONE 2)</i> | 08/01/2020 | \$103.05 | \$9.40 | \$23.12 | \$0.00 | \$135.57 |
| For apprentice rates see "Apprentice- PILE DRIVER" | | | | | | |
| AIR TRACK OPERATOR <i>LABORERS - ZONE 2</i> | 12/01/2022 | \$37.91 | \$9.10 | \$16.64 | \$0.00 | \$63.65 |
| | 06/01/2023 | \$38.21 | \$9.40 | \$16.89 | \$0.00 | \$64.50 |
| | 12/01/2023 | \$39.11 | \$9.40 | \$16.89 | \$0.00 | \$65.40 |
| For apprentice rates see "Apprentice- LABORER" | | | | | | |
| AIR TRACK OPERATOR (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i> | 12/01/2022 | \$37.31 | \$9.35 | \$16.89 | \$0.00 | \$63.55 |
| | 06/01/2023 | \$38.21 | \$9.40 | \$16.89 | \$0.00 | \$64.50 |
| | 12/01/2023 | \$39.11 | \$9.40 | \$16.89 | \$0.00 | \$65.40 |
| | 06/01/2024 | \$40.44 | \$9.40 | \$16.89 | \$0.00 | \$66.73 |
| | 12/01/2024 | \$41.77 | \$9.40 | \$16.89 | \$0.00 | \$68.06 |
| | 06/01/2025 | \$43.16 | \$9.40 | \$16.89 | \$0.00 | \$69.45 |
| | 12/01/2025 | \$44.54 | \$9.40 | \$16.89 | \$0.00 | \$70.83 |
| | 06/01/2026 | \$45.98 | \$9.40 | \$16.89 | \$0.00 | \$72.27 |
| | 12/01/2026 | \$47.42 | \$9.40 | \$16.89 | \$0.00 | \$73.71 |
| For apprentice rates see "Apprentice- LABORER (Heavy and Highway)" | | | | | | |
| ASBESTOS REMOVER - PIPE / MECH. EQUIPT. <i>HEAT & FROST INSULATORS LOCAL 6 (BOSTON)</i> | 12/01/2020 | \$38.10 | \$12.80 | \$9.45 | \$0.00 | \$60.35 |
| ASPHALT RAKER <i>LABORERS - ZONE 2</i> | 12/01/2022 | \$37.41 | \$9.10 | \$16.64 | \$0.00 | \$63.15 |
| | 06/01/2023 | \$37.71 | \$9.40 | \$16.89 | \$0.00 | \$64.00 |
| | 12/01/2023 | \$38.61 | \$9.40 | \$16.89 | \$0.00 | \$64.90 |
| For apprentice rates see "Apprentice- LABORER" | | | | | | |
| ASPHALT RAKER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i> | 12/01/2022 | \$36.81 | \$9.35 | \$16.89 | \$0.00 | \$63.05 |
| | 06/01/2023 | \$37.71 | \$9.40 | \$16.89 | \$0.00 | \$64.00 |
| | 12/01/2023 | \$38.61 | \$9.40 | \$16.89 | \$0.00 | \$64.90 |
| | 06/01/2024 | \$39.94 | \$9.40 | \$16.89 | \$0.00 | \$66.23 |
| | 12/01/2024 | \$41.27 | \$9.40 | \$16.89 | \$0.00 | \$67.56 |
| | 06/01/2025 | \$42.66 | \$9.40 | \$16.89 | \$0.00 | \$68.95 |
| | 12/01/2025 | \$44.04 | \$9.40 | \$16.89 | \$0.00 | \$70.33 |
| | 06/01/2026 | \$45.48 | \$9.40 | \$16.89 | \$0.00 | \$71.77 |
| | 12/01/2026 | \$46.92 | \$9.40 | \$16.89 | \$0.00 | \$73.21 |
| For apprentice rates see "Apprentice- LABORER (Heavy and Highway)" | | | | | | |

| Classification | Effective Date | Base Wage | Health | Pension | Supplemental Unemployment | Total Rate |
|---|----------------|-----------|---------|---------|---------------------------|------------|
| ASPHALT/CONCRETE/CRUSHER PLANT-ON SITE <i>OPERATING ENGINEERS LOCAL 4</i> | 12/01/2022 | \$53.63 | \$14.25 | \$16.05 | \$0.00 | \$83.93 |
| | 06/01/2023 | \$54.88 | \$14.25 | \$16.05 | \$0.00 | \$85.18 |
| | 12/01/2023 | \$56.13 | \$14.25 | \$16.05 | \$0.00 | \$86.43 |
| | 06/01/2024 | \$57.43 | \$14.25 | \$16.05 | \$0.00 | \$87.73 |
| | 12/01/2024 | \$58.88 | \$14.25 | \$16.05 | \$0.00 | \$89.18 |
| | 06/01/2025 | \$60.18 | \$14.25 | \$16.05 | \$0.00 | \$90.48 |
| | 12/01/2025 | \$61.63 | \$14.25 | \$16.05 | \$0.00 | \$91.93 |
| | 06/01/2026 | \$62.93 | \$14.25 | \$16.05 | \$0.00 | \$93.23 |
| | 12/01/2026 | \$64.38 | \$14.25 | \$16.05 | \$0.00 | \$94.68 |
| For apprentice rates see "Apprentice- OPERATING ENGINEERS" | | | | | | |
| BACKHOE/FRONT-END LOADER <i>OPERATING ENGINEERS LOCAL 4</i> | 12/01/2022 | \$53.63 | \$14.25 | \$16.05 | \$0.00 | \$83.93 |
| | 06/01/2023 | \$54.88 | \$14.25 | \$16.05 | \$0.00 | \$85.18 |
| | 12/01/2023 | \$56.13 | \$14.25 | \$16.05 | \$0.00 | \$86.43 |
| | 06/01/2024 | \$57.43 | \$14.25 | \$16.05 | \$0.00 | \$87.73 |
| | 12/01/2024 | \$58.88 | \$14.25 | \$16.05 | \$0.00 | \$89.18 |
| | 06/01/2025 | \$60.18 | \$14.25 | \$16.05 | \$0.00 | \$90.48 |
| | 12/01/2025 | \$61.63 | \$14.25 | \$16.05 | \$0.00 | \$91.93 |
| | 06/01/2026 | \$62.93 | \$14.25 | \$16.05 | \$0.00 | \$93.23 |
| | 12/01/2026 | \$64.38 | \$14.25 | \$16.05 | \$0.00 | \$94.68 |
| For apprentice rates see "Apprentice- OPERATING ENGINEERS" | | | | | | |
| BARCO-TYPE JUMPING TAMPER <i>LABORERS - ZONE 2</i> | 12/01/2022 | \$37.41 | \$9.10 | \$16.64 | \$0.00 | \$63.15 |
| | 06/01/2023 | \$37.71 | \$9.40 | \$16.89 | \$0.00 | \$64.00 |
| | 12/01/2023 | \$38.61 | \$9.40 | \$16.89 | \$0.00 | \$64.90 |
| For apprentice rates see "Apprentice- LABORER" | | | | | | |
| BLOCK PAVER, RAMMER / CURB SETTER <i>LABORERS - ZONE 2</i> | 12/01/2022 | \$37.91 | \$9.10 | \$16.64 | \$0.00 | \$63.65 |
| | 06/01/2023 | \$38.21 | \$9.40 | \$16.89 | \$0.00 | \$64.50 |
| | 12/01/2023 | \$39.11 | \$9.40 | \$16.89 | \$0.00 | \$65.40 |
| For apprentice rates see "Apprentice- LABORER" | | | | | | |
| BLOCK PAVER, RAMMER / CURB SETTER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i> | 12/01/2022 | \$37.31 | \$9.35 | \$16.89 | \$0.00 | \$63.55 |
| | 06/01/2023 | \$38.21 | \$9.40 | \$16.89 | \$0.00 | \$64.50 |
| | 12/01/2023 | \$39.11 | \$9.40 | \$16.89 | \$0.00 | \$65.40 |
| | 06/01/2024 | \$40.44 | \$9.40 | \$16.89 | \$0.00 | \$66.73 |
| | 12/01/2024 | \$41.77 | \$9.40 | \$16.89 | \$0.00 | \$68.06 |
| | 06/01/2025 | \$43.16 | \$9.40 | \$16.89 | \$0.00 | \$69.45 |
| | 12/01/2025 | \$44.54 | \$9.40 | \$16.89 | \$0.00 | \$70.83 |
| | 06/01/2026 | \$45.98 | \$9.40 | \$16.89 | \$0.00 | \$72.27 |
| | 12/01/2026 | \$47.42 | \$9.40 | \$16.89 | \$0.00 | \$73.71 |
| For apprentice rates see "Apprentice- LABORER (Heavy and Highway)" | | | | | | |
| BOILER MAKER <i>BOILERMAKERS LOCAL 29</i> | 01/01/2023 | \$47.37 | \$7.07 | \$20.31 | \$0.00 | \$74.75 |
| | 01/01/2024 | \$48.12 | \$7.07 | \$20.60 | \$0.00 | \$75.79 |

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - BOILERMAKER - Local 29

Effective Date - 01/01/2023

| Step | percent | Apprentice Base Wage | Health | Pension | Supplemental Unemployment | Total Rate |
|------|---------|----------------------|--------|---------|---------------------------|------------|
| 1 | 65 | \$30.79 | \$7.07 | \$13.22 | \$0.00 | \$51.08 |
| 2 | 65 | \$30.79 | \$7.07 | \$13.22 | \$0.00 | \$51.08 |
| 3 | 70 | \$33.16 | \$7.07 | \$14.23 | \$0.00 | \$54.46 |
| 4 | 75 | \$35.53 | \$7.07 | \$15.24 | \$0.00 | \$57.84 |
| 5 | 80 | \$37.90 | \$7.07 | \$16.25 | \$0.00 | \$61.22 |
| 6 | 85 | \$40.26 | \$7.07 | \$17.28 | \$0.00 | \$64.61 |
| 7 | 90 | \$42.63 | \$7.07 | \$18.28 | \$0.00 | \$67.98 |
| 8 | 95 | \$45.00 | \$7.07 | \$19.32 | \$0.00 | \$71.39 |

Effective Date - 01/01/2024

| Step | percent | Apprentice Base Wage | Health | Pension | Supplemental Unemployment | Total Rate |
|------|---------|----------------------|--------|---------|---------------------------|------------|
| 1 | 65 | \$31.28 | \$7.07 | \$13.22 | \$0.00 | \$51.57 |
| 2 | 65 | \$31.28 | \$7.07 | \$13.22 | \$0.00 | \$51.57 |
| 3 | 70 | \$33.68 | \$7.07 | \$14.23 | \$0.00 | \$54.98 |
| 4 | 75 | \$36.09 | \$7.07 | \$15.24 | \$0.00 | \$58.40 |
| 5 | 80 | \$38.50 | \$7.07 | \$16.25 | \$0.00 | \$61.82 |
| 6 | 85 | \$40.90 | \$7.07 | \$17.28 | \$0.00 | \$65.25 |
| 7 | 90 | \$43.31 | \$7.07 | \$18.28 | \$0.00 | \$68.66 |
| 8 | 95 | \$45.71 | \$7.07 | \$19.32 | \$0.00 | \$72.10 |

Notes:

Apprentice to Journeyworker Ratio:1:4

| | | | | | | |
|--|------------|---------|---------|---------|--------|----------|
| BRICK/STONE/ARTIFICIAL MASONRY (INCL. MASONRY WATERPROOFING) | 02/01/2023 | \$60.35 | \$11.49 | \$22.34 | \$0.00 | \$94.18 |
| BRICKLAYERS LOCAL 3 (NEW BEDFORD) | 08/01/2023 | \$62.40 | \$11.49 | \$22.34 | \$0.00 | \$96.23 |
| | 02/01/2024 | \$63.65 | \$11.49 | \$22.34 | \$0.00 | \$97.48 |
| | 08/01/2024 | \$65.75 | \$11.49 | \$22.34 | \$0.00 | \$99.58 |
| | 02/01/2025 | \$67.05 | \$11.49 | \$22.34 | \$0.00 | \$100.88 |
| | 08/01/2025 | \$69.20 | \$11.49 | \$22.34 | \$0.00 | \$103.03 |
| | 02/01/2026 | \$70.55 | \$11.49 | \$22.34 | \$0.00 | \$104.38 |
| | 08/01/2026 | \$72.75 | \$11.49 | \$22.34 | \$0.00 | \$106.58 |
| | 02/01/2027 | \$74.15 | \$11.49 | \$22.34 | \$0.00 | \$107.98 |

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - BRICK/PLASTER/CEMENT MASON - Local 3 New Bedford

Effective Date - 02/01/2023

| Step | percent | Apprentice Base Wage | Health | Pension | Supplemental Unemployment | Total Rate |
|------|---------|----------------------|---------|---------|---------------------------|------------|
| 1 | 50 | \$30.18 | \$11.49 | \$22.34 | \$0.00 | \$64.01 |
| 2 | 60 | \$36.21 | \$11.49 | \$22.34 | \$0.00 | \$70.04 |
| 3 | 70 | \$42.25 | \$11.49 | \$22.34 | \$0.00 | \$76.08 |
| 4 | 80 | \$48.28 | \$11.49 | \$22.34 | \$0.00 | \$82.11 |
| 5 | 90 | \$54.32 | \$11.49 | \$22.34 | \$0.00 | \$88.15 |

Effective Date - 08/01/2023

| Step | percent | Apprentice Base Wage | Health | Pension | Supplemental Unemployment | Total Rate |
|------|---------|----------------------|---------|---------|---------------------------|------------|
| 1 | 50 | \$31.20 | \$11.49 | \$22.34 | \$0.00 | \$65.03 |
| 2 | 60 | \$37.44 | \$11.49 | \$22.34 | \$0.00 | \$71.27 |
| 3 | 70 | \$43.68 | \$11.49 | \$22.34 | \$0.00 | \$77.51 |
| 4 | 80 | \$49.92 | \$11.49 | \$22.34 | \$0.00 | \$83.75 |
| 5 | 90 | \$56.16 | \$11.49 | \$22.34 | \$0.00 | \$89.99 |

Notes:

Apprentice to Journeyworker Ratio:1:5

| | | | | | | |
|------------------------------------|------------|---------|---------|---------|--------|---------|
| BULLDOZER/GRADER/SCRAPER | 12/01/2022 | \$53.05 | \$14.25 | \$16.05 | \$0.00 | \$83.35 |
| <i>OPERATING ENGINEERS LOCAL 4</i> | 06/01/2023 | \$54.29 | \$14.25 | \$16.05 | \$0.00 | \$84.59 |
| | 12/01/2023 | \$55.53 | \$14.25 | \$16.05 | \$0.00 | \$85.83 |
| | 06/01/2024 | \$56.81 | \$14.25 | \$16.05 | \$0.00 | \$87.11 |
| | 12/01/2024 | \$58.25 | \$14.25 | \$16.05 | \$0.00 | \$88.55 |
| | 06/01/2025 | \$59.53 | \$14.25 | \$16.05 | \$0.00 | \$89.83 |
| | 12/01/2025 | \$60.97 | \$14.25 | \$16.05 | \$0.00 | \$91.27 |
| | 06/01/2026 | \$62.25 | \$14.25 | \$16.05 | \$0.00 | \$92.55 |
| | 12/01/2026 | \$63.69 | \$14.25 | \$16.05 | \$0.00 | \$93.99 |

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

| | | | | | | |
|--|------------|---------|--------|---------|--------|---------|
| CAISSON & UNDERPINNING BOTTOM MAN | 12/01/2022 | \$43.73 | \$9.35 | \$17.97 | \$0.00 | \$71.05 |
| <i>LABORERS - FOUNDATION AND MARINE</i> | 06/01/2023 | \$44.73 | \$9.40 | \$17.97 | \$0.00 | \$72.10 |
| | 12/01/2023 | \$45.98 | \$9.40 | \$17.97 | \$0.00 | \$73.35 |
| | 06/01/2024 | \$47.46 | \$9.40 | \$17.97 | \$0.00 | \$74.83 |
| | 12/01/2024 | \$48.93 | \$9.40 | \$17.97 | \$0.00 | \$76.30 |
| | 06/01/2025 | \$50.43 | \$9.40 | \$17.97 | \$0.00 | \$77.80 |
| | 12/01/2025 | \$51.93 | \$9.40 | \$17.97 | \$0.00 | \$79.30 |
| | 06/01/2026 | \$53.48 | \$9.40 | \$17.97 | \$0.00 | \$80.85 |
| | 12/01/2026 | \$54.98 | \$9.40 | \$17.97 | \$0.00 | \$82.35 |

For apprentice rates see "Apprentice- LABORER"

| Classification | Effective Date | Base Wage | Health | Pension | Supplemental Unemployment | Total Rate |
|---|----------------|-----------|--------|---------|---------------------------|------------|
| CAISSON & UNDERPINNING LABORER <i>LABORERS - FOUNDATION AND MARINE</i> | 12/01/2022 | \$42.58 | \$9.35 | \$17.97 | \$0.00 | \$69.90 |
| | 06/01/2023 | \$43.58 | \$9.40 | \$17.97 | \$0.00 | \$70.95 |
| | 12/01/2023 | \$44.83 | \$9.40 | \$17.97 | \$0.00 | \$72.20 |
| | 06/01/2024 | \$46.31 | \$9.40 | \$17.97 | \$0.00 | \$73.68 |
| | 12/01/2024 | \$47.78 | \$9.40 | \$17.97 | \$0.00 | \$75.15 |
| | 06/01/2025 | \$49.28 | \$9.40 | \$17.97 | \$0.00 | \$76.65 |
| | 12/01/2025 | \$50.78 | \$9.40 | \$17.97 | \$0.00 | \$78.15 |
| | 06/01/2026 | \$52.33 | \$9.40 | \$17.97 | \$0.00 | \$79.70 |
| | 12/01/2026 | \$53.83 | \$9.40 | \$17.97 | \$0.00 | \$81.20 |
| For apprentice rates see "Apprentice- LABORER" | | | | | | |
| CAISSON & UNDERPINNING TOP MAN <i>LABORERS - FOUNDATION AND MARINE</i> | 12/01/2022 | \$42.58 | \$9.35 | \$17.97 | \$0.00 | \$69.90 |
| | 06/01/2023 | \$43.58 | \$9.40 | \$17.97 | \$0.00 | \$70.95 |
| | 12/01/2023 | \$44.83 | \$9.40 | \$17.97 | \$0.00 | \$72.20 |
| | 06/01/2024 | \$46.31 | \$9.40 | \$17.97 | \$0.00 | \$73.68 |
| | 12/01/2024 | \$47.78 | \$9.40 | \$17.97 | \$0.00 | \$75.15 |
| | 06/01/2025 | \$49.28 | \$9.40 | \$17.97 | \$0.00 | \$76.65 |
| | 12/01/2025 | \$50.78 | \$9.40 | \$17.97 | \$0.00 | \$78.15 |
| | 06/01/2026 | \$52.33 | \$9.40 | \$17.97 | \$0.00 | \$79.70 |
| | 12/01/2026 | \$53.83 | \$9.40 | \$17.97 | \$0.00 | \$81.20 |
| For apprentice rates see "Apprentice- LABORER" | | | | | | |
| CARBIDE CORE DRILL OPERATOR <i>LABORERS - ZONE 2</i> | 12/01/2022 | \$37.41 | \$9.10 | \$16.64 | \$0.00 | \$63.15 |
| | 06/01/2023 | \$37.71 | \$9.40 | \$16.89 | \$0.00 | \$64.00 |
| | 12/01/2023 | \$38.61 | \$9.40 | \$16.89 | \$0.00 | \$64.90 |
| For apprentice rates see "Apprentice- LABORER" | | | | | | |
| CARPENTER <i>CARPENTERS -ZONE 2 (Eastern Massachusetts)</i> | 03/01/2023 | \$45.12 | \$9.33 | \$19.97 | \$0.00 | \$74.42 |

Apprentice - CARPENTER - Zone 2 Eastern MA

Effective Date - 03/01/2023

| Step | percent | Apprentice Base Wage | Health | Pension | Supplemental Unemployment | Total Rate |
|------|---------|----------------------|--------|---------|---------------------------|------------|
| 1 | 50 | \$22.56 | \$9.33 | \$1.73 | \$0.00 | \$33.62 |
| 2 | 60 | \$27.07 | \$9.33 | \$1.73 | \$0.00 | \$38.13 |
| 3 | 70 | \$31.58 | \$9.33 | \$14.78 | \$0.00 | \$55.69 |
| 4 | 75 | \$33.84 | \$9.33 | \$14.78 | \$0.00 | \$57.95 |
| 5 | 80 | \$36.10 | \$9.33 | \$16.51 | \$0.00 | \$61.94 |
| 6 | 80 | \$36.10 | \$9.33 | \$16.51 | \$0.00 | \$61.94 |
| 7 | 90 | \$40.61 | \$9.33 | \$18.24 | \$0.00 | \$68.18 |
| 8 | 90 | \$40.61 | \$9.33 | \$18.24 | \$0.00 | \$68.18 |

Notes:

% Indentured After 10/1/17; 45/45/55/55/70/70/80/80
Step 1&2 \$30.71/ 3&4 \$36.93/ 5&6 \$56.82/ 7&8 \$63.06

Apprentice to Journeyworker Ratio:1:5

| | | | | | | |
|---|------------|---------|--------|--------|--------|---------|
| CARPENTER WOOD FRAME <i>CARPENTERS-ZONE 3 (Wood Frame)</i> | 04/01/2023 | \$24.16 | \$7.21 | \$4.80 | \$0.00 | \$36.17 |
| All Aspects of New Wood Frame Work | | | | | | |

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - CARPENTER (Wood Frame) - Zone 3

Effective Date - 04/01/2023

| Step | percent | Apprentice Base Wage | Health | Pension | Supplemental Unemployment | Total Rate |
|------|---------|----------------------|--------|---------|---------------------------|------------|
| 1 | 60 | \$14.50 | \$7.21 | \$0.00 | \$0.00 | \$21.71 |
| 2 | 60 | \$14.50 | \$7.21 | \$0.00 | \$0.00 | \$21.71 |
| 3 | 65 | \$15.70 | \$7.21 | \$0.00 | \$0.00 | \$22.91 |
| 4 | 70 | \$16.91 | \$7.21 | \$0.00 | \$0.00 | \$24.12 |
| 5 | 75 | \$18.12 | \$7.21 | \$3.80 | \$0.00 | \$29.13 |
| 6 | 80 | \$19.33 | \$7.21 | \$3.80 | \$0.00 | \$30.34 |
| 7 | 85 | \$20.54 | \$7.21 | \$3.80 | \$0.00 | \$31.55 |
| 8 | 90 | \$21.74 | \$7.21 | \$3.80 | \$0.00 | \$32.75 |

Notes:

% Indentured After 10/1/17; 45/45/55/55/70/70/80/80
 Step 1&2 \$17.86/ 3&4 \$20.22/ 5&6 \$27.57/ 7&8 \$29.94

Apprentice to Journeyworker Ratio:1:5

| | | | | | | |
|--|------------|---------|---------|---------|--------|---------|
| CEMENT MASONRY/PLASTERING BRICKLAYERS LOCAL 3 (NEW BEDFORD) | 01/01/2023 | \$49.45 | \$12.75 | \$22.74 | \$0.87 | \$85.81 |
| | 07/01/2023 | \$50.59 | \$12.75 | \$22.74 | \$0.87 | \$86.95 |
| | 01/01/2024 | \$51.73 | \$12.75 | \$22.74 | \$0.87 | \$88.09 |

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - CEMENT MASONRY/PLASTERING - Eastern Mass (New Bedford)

Effective Date - 01/01/2023

| Step | percent | Apprentice Base Wage | Health | Pension | Supplemental Unemployment | Total Rate |
|------|---------|----------------------|---------|---------|---------------------------|------------|
| 1 | 50 | \$24.73 | \$12.75 | \$15.49 | \$0.00 | \$52.97 |
| 2 | 60 | \$29.67 | \$12.75 | \$17.99 | \$0.87 | \$61.28 |
| 3 | 65 | \$32.14 | \$12.75 | \$18.99 | \$0.87 | \$64.75 |
| 4 | 70 | \$34.62 | \$12.75 | \$19.99 | \$0.87 | \$68.23 |
| 5 | 75 | \$37.09 | \$12.75 | \$20.99 | \$0.87 | \$71.70 |
| 6 | 80 | \$39.56 | \$12.75 | \$21.99 | \$0.87 | \$75.17 |
| 7 | 90 | \$44.51 | \$12.75 | \$22.99 | \$0.87 | \$81.12 |

Effective Date - 07/01/2023

| Step | percent | Apprentice Base Wage | Health | Pension | Supplemental Unemployment | Total Rate |
|------|---------|----------------------|---------|---------|---------------------------|------------|
| 1 | 50 | \$25.30 | \$12.75 | \$15.49 | \$0.00 | \$53.54 |
| 2 | 60 | \$30.35 | \$12.75 | \$17.99 | \$0.87 | \$61.96 |
| 3 | 65 | \$32.88 | \$12.75 | \$18.99 | \$0.87 | \$65.49 |
| 4 | 70 | \$35.41 | \$12.75 | \$19.99 | \$0.87 | \$69.02 |
| 5 | 75 | \$37.94 | \$12.75 | \$20.99 | \$0.87 | \$72.55 |
| 6 | 80 | \$40.47 | \$12.75 | \$21.99 | \$0.87 | \$76.08 |
| 7 | 90 | \$45.53 | \$12.75 | \$22.99 | \$0.87 | \$82.14 |

Notes:

Steps 3,4 are 500 hrs. All other steps are 1,000 hrs.

Apprentice to Journeyworker Ratio:1:3

| | | | | | | |
|--------------------|------------|---------|--------|---------|--------|---------|
| CHAIN SAW OPERATOR | 12/01/2022 | \$37.41 | \$9.10 | \$16.64 | \$0.00 | \$63.15 |
| LABORERS - ZONE 2 | 06/01/2023 | \$37.71 | \$9.40 | \$16.89 | \$0.00 | \$64.00 |
| | 12/01/2023 | \$38.61 | \$9.40 | \$16.89 | \$0.00 | \$64.90 |

For apprentice rates see "Apprentice- LABORER"

| | | | | | | |
|---|------------|---------|---------|---------|--------|---------|
| CLAM SHELLS/SLURRY BUCKETS/HEADING MACHINES | 12/01/2022 | \$54.68 | \$14.25 | \$16.05 | \$0.00 | \$84.98 |
| OPERATING ENGINEERS LOCAL 4 | 06/01/2023 | \$55.95 | \$14.25 | \$16.05 | \$0.00 | \$86.25 |
| | 12/01/2023 | \$57.23 | \$14.25 | \$16.05 | \$0.00 | \$87.53 |
| | 06/01/2024 | \$58.55 | \$14.25 | \$16.05 | \$0.00 | \$88.85 |
| | 12/01/2024 | \$60.03 | \$14.25 | \$16.05 | \$0.00 | \$90.33 |
| | 06/01/2025 | \$61.36 | \$14.25 | \$16.05 | \$0.00 | \$91.66 |
| | 12/01/2025 | \$62.83 | \$14.25 | \$16.05 | \$0.00 | \$93.13 |
| | 06/01/2026 | \$64.16 | \$14.25 | \$16.05 | \$0.00 | \$94.46 |
| | 12/01/2026 | \$65.64 | \$14.25 | \$16.05 | \$0.00 | \$95.94 |

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

| Classification | Effective Date | Base Wage | Health | Pension | Supplemental Unemployment | Total Rate |
|---|----------------|-----------|---------|---------|---------------------------|------------|
| COMPRESSOR OPERATOR <i>OPERATING ENGINEERS LOCAL 4</i> | 12/01/2022 | \$35.08 | \$14.25 | \$16.05 | \$0.00 | \$65.38 |
| | 06/01/2023 | \$35.90 | \$14.25 | \$16.05 | \$0.00 | \$66.20 |
| | 12/01/2023 | \$36.72 | \$14.25 | \$16.05 | \$0.00 | \$67.02 |
| | 06/01/2024 | \$37.57 | \$14.25 | \$16.05 | \$0.00 | \$67.87 |
| | 12/01/2024 | \$38.52 | \$14.25 | \$16.05 | \$0.00 | \$68.82 |
| | 06/01/2025 | \$39.37 | \$14.25 | \$16.05 | \$0.00 | \$69.67 |
| | 12/01/2025 | \$40.32 | \$14.25 | \$16.05 | \$0.00 | \$70.62 |
| | 06/01/2026 | \$41.18 | \$14.25 | \$16.05 | \$0.00 | \$71.48 |
| | 12/01/2026 | \$42.13 | \$14.25 | \$16.05 | \$0.00 | \$72.43 |

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

| | | | | | | |
|--|------------|---------|--------|---------|--------|---------|
| DELEADER (BRIDGE) <i>PAINTERS LOCAL 35 - ZONE 2</i> | 01/01/2023 | \$56.06 | \$8.65 | \$23.05 | \$0.00 | \$87.76 |
| | 07/01/2023 | \$57.26 | \$8.65 | \$23.05 | \$0.00 | \$88.96 |
| | 01/01/2024 | \$58.46 | \$8.65 | \$23.05 | \$0.00 | \$90.16 |
| | 07/01/2024 | \$59.66 | \$8.65 | \$23.05 | \$0.00 | \$91.36 |
| | 01/01/2025 | \$60.86 | \$8.65 | \$23.05 | \$0.00 | \$92.56 |

Apprentice - PAINTER Local 35 - BRIDGES/TANKS

Effective Date - 01/01/2023

| Step | percent | Apprentice Base Wage | Health | Pension | Supplemental Unemployment | Total Rate |
|------|---------|----------------------|--------|---------|---------------------------|------------|
| 1 | 50 | \$28.03 | \$8.65 | \$0.00 | \$0.00 | \$36.68 |
| 2 | 55 | \$30.83 | \$8.65 | \$6.27 | \$0.00 | \$45.75 |
| 3 | 60 | \$33.64 | \$8.65 | \$6.84 | \$0.00 | \$49.13 |
| 4 | 65 | \$36.44 | \$8.65 | \$7.41 | \$0.00 | \$52.50 |
| 5 | 70 | \$39.24 | \$8.65 | \$19.63 | \$0.00 | \$67.52 |
| 6 | 75 | \$42.05 | \$8.65 | \$20.20 | \$0.00 | \$70.90 |
| 7 | 80 | \$44.85 | \$8.65 | \$20.77 | \$0.00 | \$74.27 |
| 8 | 90 | \$50.45 | \$8.65 | \$21.91 | \$0.00 | \$81.01 |

Effective Date - 07/01/2023

| Step | percent | Apprentice Base Wage | Health | Pension | Supplemental Unemployment | Total Rate |
|------|---------|----------------------|--------|---------|---------------------------|------------|
| 1 | 50 | \$28.63 | \$8.65 | \$0.00 | \$0.00 | \$37.28 |
| 2 | 55 | \$31.49 | \$8.65 | \$6.27 | \$0.00 | \$46.41 |
| 3 | 60 | \$34.36 | \$8.65 | \$6.84 | \$0.00 | \$49.85 |
| 4 | 65 | \$37.22 | \$8.65 | \$7.41 | \$0.00 | \$53.28 |
| 5 | 70 | \$40.08 | \$8.65 | \$19.63 | \$0.00 | \$68.36 |
| 6 | 75 | \$42.95 | \$8.65 | \$20.20 | \$0.00 | \$71.80 |
| 7 | 80 | \$45.81 | \$8.65 | \$20.77 | \$0.00 | \$75.23 |
| 8 | 90 | \$51.53 | \$8.65 | \$21.91 | \$0.00 | \$82.09 |

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

| | | | | | | |
|---|------------|---------|--------|---------|--------|---------|
| DEMO: ADZEMAN <i>LABORERS - ZONE 2</i> | 12/01/2022 | \$43.33 | \$9.10 | \$17.57 | \$0.00 | \$70.00 |
| | 06/01/2023 | \$43.73 | \$9.40 | \$17.82 | \$0.00 | \$70.95 |
| | 12/01/2023 | \$44.98 | \$9.40 | \$17.82 | \$0.00 | \$72.20 |

| Classification | Effective Date | Base Wage | Health | Pension | Supplemental Unemployment | Total Rate |
|--|----------------|-----------|---------|---------|---------------------------|------------|
| For apprentice rates see "Apprentice- LABORER" | | | | | | |
| DEMO: BACKHOE/LOADER/HAMMER OPERATOR <i>LABORERS - ZONE 2</i> | 12/01/2022 | \$44.33 | \$9.10 | \$17.57 | \$0.00 | \$71.00 |
| | 06/01/2023 | \$44.73 | \$9.40 | \$17.82 | \$0.00 | \$71.95 |
| | 12/01/2023 | \$45.98 | \$9.40 | \$17.82 | \$0.00 | \$73.20 |
| For apprentice rates see "Apprentice- LABORER" | | | | | | |
| DEMO: BURNERS <i>LABORERS - ZONE 2</i> | 12/01/2022 | \$44.08 | \$9.10 | \$17.57 | \$0.00 | \$70.75 |
| | 06/01/2023 | \$44.48 | \$9.40 | \$17.82 | \$0.00 | \$71.70 |
| | 12/01/2023 | \$45.73 | \$9.40 | \$17.82 | \$0.00 | \$72.95 |
| For apprentice rates see "Apprentice- LABORER" | | | | | | |
| DEMO: CONCRETE CUTTER/SAWYER <i>LABORERS - ZONE 2</i> | 12/01/2022 | \$44.33 | \$9.10 | \$17.57 | \$0.00 | \$71.00 |
| | 06/01/2023 | \$44.73 | \$9.40 | \$17.82 | \$0.00 | \$71.95 |
| | 12/01/2023 | \$45.98 | \$9.40 | \$17.82 | \$0.00 | \$73.20 |
| For apprentice rates see "Apprentice- LABORER" | | | | | | |
| DEMO: JACKHAMMER OPERATOR <i>LABORERS - ZONE 2</i> | 12/01/2022 | \$44.08 | \$9.10 | \$17.57 | \$0.00 | \$70.75 |
| | 06/01/2023 | \$44.48 | \$9.40 | \$17.82 | \$0.00 | \$71.70 |
| | 12/01/2023 | \$45.73 | \$9.40 | \$17.82 | \$0.00 | \$72.95 |
| For apprentice rates see "Apprentice- LABORER" | | | | | | |
| DEMO: WRECKING LABORER <i>LABORERS - ZONE 2</i> | 12/01/2022 | \$43.33 | \$9.10 | \$17.57 | \$0.00 | \$70.00 |
| | 06/01/2023 | \$43.73 | \$9.40 | \$17.82 | \$0.00 | \$70.95 |
| | 12/01/2023 | \$44.98 | \$9.40 | \$17.82 | \$0.00 | \$72.20 |
| For apprentice rates see "Apprentice- LABORER" | | | | | | |
| DIRECTIONAL DRILL MACHINE OPERATOR <i>OPERATING ENGINEERS LOCAL 4</i> | 12/01/2022 | \$53.05 | \$14.25 | \$16.05 | \$0.00 | \$83.35 |
| | 06/01/2023 | \$54.29 | \$14.25 | \$16.05 | \$0.00 | \$84.59 |
| | 12/01/2023 | \$55.53 | \$14.25 | \$16.05 | \$0.00 | \$85.83 |
| | 06/01/2024 | \$56.81 | \$14.25 | \$16.05 | \$0.00 | \$87.11 |
| | 12/01/2024 | \$58.25 | \$14.25 | \$16.05 | \$0.00 | \$88.55 |
| | 06/01/2025 | \$59.53 | \$14.25 | \$16.05 | \$0.00 | \$89.83 |
| | 12/01/2025 | \$60.97 | \$14.25 | \$16.05 | \$0.00 | \$91.27 |
| | 06/01/2026 | \$62.25 | \$14.25 | \$16.05 | \$0.00 | \$92.55 |
| | 12/01/2026 | \$63.69 | \$14.25 | \$16.05 | \$0.00 | \$93.99 |
| For apprentice rates see "Apprentice- OPERATING ENGINEERS" | | | | | | |
| DIVER <i>PILE DRIVER LOCAL 56 (ZONE 2)</i> | 08/01/2020 | \$68.70 | \$9.40 | \$23.12 | \$0.00 | \$101.22 |
| For apprentice rates see "Apprentice- PILE DRIVER" | | | | | | |
| DIVER TENDER <i>PILE DRIVER LOCAL 56 (ZONE 2)</i> | 08/01/2020 | \$49.07 | \$9.40 | \$23.12 | \$0.00 | \$81.59 |
| For apprentice rates see "Apprentice- PILE DRIVER" | | | | | | |
| DIVER TENDER (EFFLUENT) <i>PILE DRIVER LOCAL 56 (ZONE 2)</i> | 08/01/2020 | \$73.60 | \$9.40 | \$23.12 | \$0.00 | \$106.12 |
| For apprentice rates see "Apprentice- PILE DRIVER" | | | | | | |
| DIVER/SLURRY (EFFLUENT) <i>PILE DRIVER LOCAL 56 (ZONE 2)</i> | 08/01/2020 | \$103.05 | \$9.40 | \$23.12 | \$0.00 | \$135.57 |
| For apprentice rates see "Apprentice- PILE DRIVER" | | | | | | |
| DRAWBRIDGE OPERATOR (Construction) <i>DRAWBRIDGE - SEIU LOCAL 888</i> | 07/01/2020 | \$26.77 | \$6.67 | \$3.93 | \$0.16 | \$37.53 |
| ELECTRICIAN <i>ELECTRICIANS LOCAL 223</i> | 09/01/2022 | \$46.35 | \$11.50 | \$16.18 | \$0.00 | \$74.03 |
| | 09/01/2023 | \$47.87 | \$11.75 | \$16.86 | \$0.00 | \$76.48 |

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - ELECTRICIAN - Local 223

Effective Date - 09/01/2022

| Step | percent | Apprentice Base Wage | Health | Pension | Supplemental Unemployment | Total Rate |
|------|---------|----------------------|---------|---------|---------------------------|------------|
| 1 | 40 | \$18.54 | \$11.50 | \$0.56 | \$0.00 | \$30.60 |
| 2 | 45 | \$20.86 | \$11.50 | \$0.63 | \$0.00 | \$32.99 |
| 3 | 50 | \$23.18 | \$11.50 | \$0.70 | \$0.00 | \$35.38 |
| 4 | 55 | \$25.49 | \$11.50 | \$7.35 | \$0.00 | \$44.34 |
| 5 | 60 | \$27.81 | \$11.50 | \$7.86 | \$0.00 | \$47.17 |
| 6 | 65 | \$30.13 | \$11.50 | \$8.37 | \$0.00 | \$50.00 |
| 7 | 70 | \$32.45 | \$11.50 | \$8.89 | \$0.00 | \$52.84 |
| 8 | 75 | \$34.76 | \$11.50 | \$9.40 | \$0.00 | \$55.66 |

Effective Date - 09/01/2023

| Step | percent | Apprentice Base Wage | Health | Pension | Supplemental Unemployment | Total Rate |
|------|---------|----------------------|---------|---------|---------------------------|------------|
| 1 | 40 | \$19.15 | \$11.75 | \$0.57 | \$0.00 | \$31.47 |
| 2 | 45 | \$21.54 | \$11.75 | \$0.65 | \$0.00 | \$33.94 |
| 3 | 50 | \$23.94 | \$11.75 | \$0.72 | \$0.00 | \$36.41 |
| 4 | 55 | \$26.33 | \$11.75 | \$7.79 | \$0.00 | \$45.87 |
| 5 | 60 | \$28.72 | \$11.75 | \$8.31 | \$0.00 | \$48.78 |
| 6 | 65 | \$31.12 | \$11.75 | \$8.65 | \$0.00 | \$51.52 |
| 7 | 70 | \$33.51 | \$11.75 | \$9.38 | \$0.00 | \$54.64 |
| 8 | 75 | \$35.90 | \$11.75 | \$9.90 | \$0.00 | \$57.55 |

Notes:

Apprentice to Journeyworker Ratio:2:3***

| | | | | | | |
|---|------------|---------|---------|---------|--------|----------|
| ELEVATOR CONSTRUCTOR ELEVATOR CONSTRUCTORS LOCAL 4 | 01/01/2022 | \$65.62 | \$16.03 | \$20.21 | \$0.00 | \$101.86 |
|---|------------|---------|---------|---------|--------|----------|

Apprentice - ELEVATOR CONSTRUCTOR - Local 4

Effective Date - 01/01/2022

| Step | percent | Apprentice Base Wage | Health | Pension | Supplemental Unemployment | Total Rate |
|------|---------|----------------------|---------|---------|---------------------------|------------|
| 1 | 50 | \$32.81 | \$16.03 | \$0.00 | \$0.00 | \$48.84 |
| 2 | 55 | \$36.09 | \$16.03 | \$20.21 | \$0.00 | \$72.33 |
| 3 | 65 | \$42.65 | \$16.03 | \$20.21 | \$0.00 | \$78.89 |
| 4 | 70 | \$45.93 | \$16.03 | \$20.21 | \$0.00 | \$82.17 |
| 5 | 80 | \$52.50 | \$16.03 | \$20.21 | \$0.00 | \$88.74 |

Notes:

Steps 1-2 are 6 mos.; Steps 3-5 are 1 year

Apprentice to Journeyworker Ratio:1:1

| | | | | | | |
|--|------------|---------|---------|---------|--------|---------|
| ELEVATOR CONSTRUCTOR HELPER ELEVATOR CONSTRUCTORS LOCAL 4 | 01/01/2022 | \$45.93 | \$16.03 | \$20.21 | \$0.00 | \$82.17 |
|--|------------|---------|---------|---------|--------|---------|

| Classification | Effective Date | Base Wage | Health | Pension | Supplemental Unemployment | Total Rate |
|--|----------------|-----------|---------|---------|---------------------------|------------|
| For apprentice rates see "Apprentice - ELEVATOR CONSTRUCTOR" | | | | | | |
| FENCE & GUARD RAIL ERECTOR (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i> | 12/01/2022 | \$36.81 | \$9.35 | \$16.89 | \$0.00 | \$63.05 |
| | 06/01/2023 | \$37.71 | \$9.40 | \$16.89 | \$0.00 | \$64.00 |
| | 12/01/2023 | \$38.61 | \$9.40 | \$16.89 | \$0.00 | \$64.90 |
| | 06/01/2024 | \$39.94 | \$9.40 | \$16.89 | \$0.00 | \$66.23 |
| | 12/01/2024 | \$41.27 | \$9.40 | \$16.89 | \$0.00 | \$67.56 |
| | 06/01/2025 | \$42.66 | \$9.40 | \$16.89 | \$0.00 | \$68.95 |
| | 12/01/2025 | \$44.04 | \$9.40 | \$16.89 | \$0.00 | \$70.33 |
| | 06/01/2026 | \$45.48 | \$9.40 | \$16.89 | \$0.00 | \$71.77 |
| | 12/01/2026 | \$46.92 | \$9.40 | \$16.89 | \$0.00 | \$73.21 |
| For apprentice rates see "Apprentice- LABORER (Heavy and Highway) | | | | | | |
| FIELD ENG.INST.PERSON-BLDG,SITE,HVY/HWY <i>OPERATING ENGINEERS LOCAL 4</i> | 05/01/2023 | \$49.91 | \$14.25 | \$16.05 | \$0.00 | \$80.21 |
| | 11/01/2023 | \$51.15 | \$14.25 | \$16.05 | \$0.00 | \$81.45 |
| | 05/01/2024 | \$52.39 | \$14.25 | \$16.05 | \$0.00 | \$82.69 |
| | 11/01/2024 | \$53.68 | \$14.25 | \$16.05 | \$0.00 | \$83.98 |
| | 05/01/2025 | \$55.12 | \$14.25 | \$16.05 | \$0.00 | \$85.42 |
| | 11/01/2025 | \$56.41 | \$14.25 | \$16.05 | \$0.00 | \$86.71 |
| | 05/01/2026 | \$57.85 | \$14.25 | \$16.05 | \$0.00 | \$88.15 |
| | 11/01/2026 | \$59.14 | \$14.25 | \$16.05 | \$0.00 | \$89.44 |
| | 05/01/2027 | \$60.57 | \$14.25 | \$16.05 | \$0.00 | \$90.87 |
| For apprentice rates see "Apprentice- OPERATING ENGINEERS" | | | | | | |
| FIELD ENG.PARTY CHIEF-BLDG,SITE,HVY/HWY <i>OPERATING ENGINEERS LOCAL 4</i> | 05/01/2023 | \$51.47 | \$14.25 | \$16.05 | \$0.00 | \$81.77 |
| | 11/01/2023 | \$52.72 | \$14.25 | \$16.05 | \$0.00 | \$83.02 |
| | 05/01/2024 | \$53.97 | \$14.25 | \$16.05 | \$0.00 | \$84.27 |
| | 11/01/2024 | \$55.27 | \$14.25 | \$16.05 | \$0.00 | \$85.57 |
| | 05/01/2025 | \$56.72 | \$14.25 | \$16.05 | \$0.00 | \$87.02 |
| | 11/01/2025 | \$58.02 | \$14.25 | \$16.05 | \$0.00 | \$88.32 |
| | 05/01/2026 | \$59.47 | \$14.25 | \$16.05 | \$0.00 | \$89.77 |
| | 11/01/2026 | \$60.77 | \$14.25 | \$16.05 | \$0.00 | \$91.07 |
| | 05/01/2027 | \$62.22 | \$14.25 | \$16.05 | \$0.00 | \$92.52 |
| For apprentice rates see "Apprentice- OPERATING ENGINEERS" | | | | | | |
| FIELD ENG.ROD PERSON-BLDG,SITE,HVY/HWY <i>OPERATING ENGINEERS LOCAL 4</i> | 05/01/2023 | \$25.05 | \$14.25 | \$16.05 | \$0.00 | \$55.35 |
| | 11/01/2023 | \$25.78 | \$14.25 | \$16.05 | \$0.00 | \$56.08 |
| | 05/01/2024 | \$26.51 | \$14.25 | \$16.05 | \$0.00 | \$56.81 |
| | 11/01/2024 | \$27.27 | \$14.25 | \$16.05 | \$0.00 | \$57.57 |
| | 05/01/2025 | \$28.12 | \$14.25 | \$16.05 | \$0.00 | \$58.42 |
| | 11/01/2025 | \$28.88 | \$14.25 | \$16.05 | \$0.00 | \$59.18 |
| | 05/01/2026 | \$29.73 | \$14.25 | \$16.05 | \$0.00 | \$60.03 |
| | 11/01/2026 | \$30.49 | \$14.25 | \$16.05 | \$0.00 | \$60.79 |
| | 05/01/2027 | \$31.34 | \$14.25 | \$16.05 | \$0.00 | \$61.64 |
| For apprentice rates see "Apprentice- OPERATING ENGINEERS" | | | | | | |
| FIRE ALARM INSTALLER <i>ELECTRICIANS LOCAL 223</i> | 09/01/2020 | \$43.66 | \$10.90 | \$14.66 | \$0.00 | \$69.22 |
| For apprentice rates see "Apprentice- ELECTRICIAN" | | | | | | |
| FIRE ALARM REPAIR / MAINTENANCE <i>/ COMMISSIONING ELECTRICIANS</i> | 09/01/2020 | \$36.86 | \$10.90 | \$12.45 | \$0.00 | \$60.21 |
| <i>LOCAL 223</i> | | | | | | |
| For apprentice rates see "Apprentice- TELECOMMUNICATIONS TECHNICIAN" | | | | | | |

| Classification | Effective Date | Base Wage | Health | Pension | Supplemental Unemployment | Total Rate |
|--|----------------|-----------|---------|---------|---------------------------|------------|
| FIREMAN (ASST. ENGINEER) <i>OPERATING ENGINEERS LOCAL 4</i> | 12/01/2022 | \$43.54 | \$14.25 | \$16.05 | \$0.00 | \$73.84 |
| | 06/01/2023 | \$44.56 | \$14.25 | \$16.05 | \$0.00 | \$74.86 |
| | 12/01/2023 | \$45.57 | \$14.25 | \$16.05 | \$0.00 | \$75.87 |
| | 06/01/2024 | \$46.63 | \$14.25 | \$16.05 | \$0.00 | \$76.93 |
| | 12/01/2024 | \$47.81 | \$14.25 | \$16.05 | \$0.00 | \$78.11 |
| | 06/01/2025 | \$48.87 | \$14.25 | \$16.05 | \$0.00 | \$79.17 |
| | 12/01/2025 | \$50.04 | \$14.25 | \$16.05 | \$0.00 | \$80.34 |
| | 06/01/2026 | \$51.10 | \$14.25 | \$16.05 | \$0.00 | \$81.40 |
| | 12/01/2026 | \$52.28 | \$14.25 | \$16.05 | \$0.00 | \$82.58 |
| For apprentice rates see "Apprentice- OPERATING ENGINEERS" | | | | | | |
| FLAGGER & SIGNALER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i> | 12/01/2022 | \$25.23 | \$9.35 | \$16.89 | \$0.00 | \$51.47 |
| | 06/01/2023 | \$25.98 | \$9.40 | \$16.89 | \$0.00 | \$52.27 |
| | 12/01/2023 | \$25.98 | \$9.40 | \$16.89 | \$0.00 | \$52.27 |
| | 06/01/2024 | \$27.01 | \$9.40 | \$16.89 | \$0.00 | \$53.30 |
| | 12/01/2024 | \$27.01 | \$9.40 | \$16.89 | \$0.00 | \$53.30 |
| | 06/01/2025 | \$28.09 | \$9.40 | \$16.89 | \$0.00 | \$54.38 |
| | 12/01/2025 | \$28.09 | \$9.40 | \$16.89 | \$0.00 | \$54.38 |
| | 06/01/2026 | \$29.21 | \$9.40 | \$16.89 | \$0.00 | \$55.50 |
| | 12/01/2026 | \$29.21 | \$9.40 | \$16.89 | \$0.00 | \$55.50 |
| For apprentice rates see "Apprentice- LABORER (Heavy and Highway)" | | | | | | |
| FLOORCOVERER <i>FLOORCOVERERS LOCAL 2168 ZONE II</i> | 03/01/2022 | \$47.96 | \$9.33 | \$20.27 | \$0.00 | \$77.56 |

Apprentice - FLOORCOVERER - Local 2168 Zone II

Effective Date - 03/01/2022

| Step | percent | Apprentice Base Wage | Health | Pension | Supplemental Unemployment | Total Rate |
|------|---------|----------------------|--------|---------|---------------------------|------------|
| 1 | 50 | \$23.98 | \$9.33 | \$1.79 | \$0.00 | \$35.10 |
| 2 | 55 | \$26.38 | \$9.33 | \$1.79 | \$0.00 | \$37.50 |
| 3 | 60 | \$28.78 | \$9.33 | \$14.90 | \$0.00 | \$53.01 |
| 4 | 65 | \$31.17 | \$9.33 | \$14.90 | \$0.00 | \$55.40 |
| 5 | 70 | \$33.57 | \$9.33 | \$16.69 | \$0.00 | \$59.59 |
| 6 | 75 | \$35.97 | \$9.33 | \$16.69 | \$0.00 | \$61.99 |
| 7 | 80 | \$38.37 | \$9.33 | \$18.48 | \$0.00 | \$66.18 |
| 8 | 85 | \$40.77 | \$9.33 | \$18.48 | \$0.00 | \$68.58 |

Notes: Steps are 750 hrs.
 % After 10/1/17; 45/45/55/55/70/70/80/80 (1500hr Steps)
 Step 1&2 \$31.90/ 3&4 \$38.39/ 5&6 \$58.70/ 7&8 \$65.26

Apprentice to Journeyworker Ratio:1:1

| Classification | Effective Date | Base Wage | Health | Pension | Supplemental Unemployment | Total Rate |
|--|----------------|-----------|---------|---------|---------------------------|------------|
| FORK LIFT/CHERRY PICKER <i>OPERATING ENGINEERS LOCAL 4</i> | 12/01/2022 | \$53.63 | \$14.25 | \$16.05 | \$0.00 | \$83.93 |
| | 06/01/2023 | \$54.88 | \$14.25 | \$16.05 | \$0.00 | \$85.18 |
| | 12/01/2023 | \$56.13 | \$14.25 | \$16.05 | \$0.00 | \$86.43 |
| | 06/01/2024 | \$57.43 | \$14.25 | \$16.05 | \$0.00 | \$87.73 |
| | 12/01/2024 | \$58.88 | \$14.25 | \$16.05 | \$0.00 | \$89.18 |
| | 06/01/2025 | \$60.18 | \$14.25 | \$16.05 | \$0.00 | \$90.48 |
| | 12/01/2025 | \$61.63 | \$14.25 | \$16.05 | \$0.00 | \$91.93 |
| | 06/01/2026 | \$62.93 | \$14.25 | \$16.05 | \$0.00 | \$93.23 |
| | 12/01/2026 | \$64.38 | \$14.25 | \$16.05 | \$0.00 | \$94.68 |
| For apprentice rates see "Apprentice- OPERATING ENGINEERS" | | | | | | |
| GENERATOR/LIGHTING PLANT/HEATERS <i>OPERATING ENGINEERS LOCAL 4</i> | 12/01/2022 | \$35.08 | \$14.25 | \$16.05 | \$0.00 | \$65.38 |
| | 06/01/2023 | \$35.90 | \$14.25 | \$16.05 | \$0.00 | \$66.20 |
| | 12/01/2023 | \$36.72 | \$14.25 | \$16.05 | \$0.00 | \$67.02 |
| | 06/01/2024 | \$37.57 | \$14.25 | \$16.05 | \$0.00 | \$67.87 |
| | 12/01/2024 | \$38.52 | \$14.25 | \$16.05 | \$0.00 | \$68.82 |
| | 06/01/2025 | \$39.37 | \$14.25 | \$16.05 | \$0.00 | \$69.67 |
| | 12/01/2025 | \$40.32 | \$14.25 | \$16.05 | \$0.00 | \$70.62 |
| | 06/01/2026 | \$41.18 | \$14.25 | \$16.05 | \$0.00 | \$71.48 |
| | 12/01/2026 | \$42.13 | \$14.25 | \$16.05 | \$0.00 | \$72.43 |
| For apprentice rates see "Apprentice- OPERATING ENGINEERS" | | | | | | |
| GLAZIER (GLASS PLANK/AIR BARRIER/INTERIOR SYSTEMS) <i>GLAZIERS LOCAL 1333</i> | 06/01/2020 | \$39.18 | \$10.80 | \$10.45 | \$0.00 | \$60.43 |

Apprentice - GLAZIER - Local 1333

Effective Date - 06/01/2020

| Step | percent | Apprentice Base Wage | Health | Pension | Supplemental Unemployment | Total Rate |
|------|---------|----------------------|---------|---------|---------------------------|------------|
| 1 | 50 | \$19.59 | \$10.80 | \$1.80 | \$0.00 | \$32.19 |
| 2 | 56 | \$22.04 | \$10.80 | \$1.80 | \$0.00 | \$34.64 |
| 3 | 63 | \$24.49 | \$10.80 | \$2.45 | \$0.00 | \$37.74 |
| 4 | 69 | \$26.94 | \$10.80 | \$2.45 | \$0.00 | \$40.19 |
| 5 | 75 | \$29.39 | \$10.80 | \$3.15 | \$0.00 | \$43.34 |
| 6 | 81 | \$31.83 | \$10.80 | \$3.15 | \$0.00 | \$45.78 |
| 7 | 88 | \$34.28 | \$10.80 | \$10.45 | \$0.00 | \$55.53 |
| 8 | 94 | \$36.73 | \$10.80 | \$10.45 | \$0.00 | \$57.98 |

Notes:

Apprentice to Journeyworker Ratio:1:3

| Classification | Effective Date | Base Wage | Health | Pension | Supplemental Unemployment | Total Rate |
|---|----------------|-----------|---------|---------|---------------------------|------------|
| HOISTING ENGINEER/CRANES/GRADALLS <i>OPERATING ENGINEERS LOCAL 4</i> | 12/01/2022 | \$53.63 | \$14.25 | \$16.05 | \$0.00 | \$83.93 |
| | 06/01/2023 | \$54.88 | \$14.25 | \$16.05 | \$0.00 | \$85.18 |
| | 12/01/2023 | \$56.13 | \$14.25 | \$16.05 | \$0.00 | \$86.43 |
| | 06/01/2024 | \$57.43 | \$14.25 | \$16.05 | \$0.00 | \$87.73 |
| | 12/01/2024 | \$58.88 | \$14.25 | \$16.05 | \$0.00 | \$89.18 |
| | 06/01/2025 | \$60.18 | \$14.25 | \$16.05 | \$0.00 | \$90.48 |
| | 12/01/2025 | \$61.63 | \$14.25 | \$16.05 | \$0.00 | \$91.93 |
| | 06/01/2026 | \$62.93 | \$14.25 | \$16.05 | \$0.00 | \$93.23 |
| | 12/01/2026 | \$64.38 | \$14.25 | \$16.05 | \$0.00 | \$94.68 |

Apprentice - OPERATING ENGINEERS - Local 4

Effective Date - 12/01/2022

| Step | percent | Apprentice Base Wage | Health | Pension | Supplemental Unemployment | Total Rate |
|------|---------|----------------------|---------|---------|---------------------------|------------|
| 1 | 55 | \$29.50 | \$14.25 | \$0.00 | \$0.00 | \$43.75 |
| 2 | 60 | \$32.18 | \$14.25 | \$16.05 | \$0.00 | \$62.48 |
| 3 | 65 | \$34.86 | \$14.25 | \$16.05 | \$0.00 | \$65.16 |
| 4 | 70 | \$37.54 | \$14.25 | \$16.05 | \$0.00 | \$67.84 |
| 5 | 75 | \$40.22 | \$14.25 | \$16.05 | \$0.00 | \$70.52 |
| 6 | 80 | \$42.90 | \$14.25 | \$16.05 | \$0.00 | \$73.20 |
| 7 | 85 | \$45.59 | \$14.25 | \$16.05 | \$0.00 | \$75.89 |
| 8 | 90 | \$48.27 | \$14.25 | \$16.05 | \$0.00 | \$78.57 |

Effective Date - 06/01/2023

| Step | percent | Apprentice Base Wage | Health | Pension | Supplemental Unemployment | Total Rate |
|------|---------|----------------------|---------|---------|---------------------------|------------|
| 1 | 55 | \$30.18 | \$14.25 | \$0.00 | \$0.00 | \$44.43 |
| 2 | 60 | \$32.93 | \$14.25 | \$16.05 | \$0.00 | \$63.23 |
| 3 | 65 | \$35.67 | \$14.25 | \$16.05 | \$0.00 | \$65.97 |
| 4 | 70 | \$38.42 | \$14.25 | \$16.05 | \$0.00 | \$68.72 |
| 5 | 75 | \$41.16 | \$14.25 | \$16.05 | \$0.00 | \$71.46 |
| 6 | 80 | \$43.90 | \$14.25 | \$16.05 | \$0.00 | \$74.20 |
| 7 | 85 | \$46.65 | \$14.25 | \$16.05 | \$0.00 | \$76.95 |
| 8 | 90 | \$49.39 | \$14.25 | \$16.05 | \$0.00 | \$79.69 |

Notes:

Apprentice to Journeyworker Ratio:1:6

| | | | | | | |
|---|------------|---------|---------|---------|--------|---------|
| HVAC (DUCTWORK) <i>SHEETMETAL WORKERS LOCAL 17 - B</i> | 04/01/2023 | \$39.29 | \$14.27 | \$18.40 | \$2.16 | \$74.12 |
| | 10/01/2023 | \$40.54 | \$14.27 | \$18.40 | \$2.16 | \$75.37 |
| | 04/01/2024 | \$42.04 | \$14.27 | \$18.40 | \$2.16 | \$76.87 |
| | 10/01/2024 | \$43.29 | \$14.27 | \$18.40 | \$2.16 | \$78.12 |
| | 04/01/2025 | \$44.79 | \$14.27 | \$18.40 | \$2.16 | \$79.62 |
| | 10/01/2025 | \$46.04 | \$14.27 | \$18.40 | \$2.16 | \$80.87 |
| | 04/01/2026 | \$47.54 | \$14.27 | \$18.40 | \$2.16 | \$82.37 |

For apprentice rates see "Apprentice- SHEET METAL WORKER"

| Classification | Effective Date | Base Wage | Health | Pension | Supplemental Unemployment | Total Rate |
|--|----------------|-----------|---------|---------|---------------------------|------------|
| HVAC (ELECTRICAL CONTROLS) <i>ELECTRICIANS LOCAL 223</i> | 09/01/2020 | \$43.66 | \$10.90 | \$14.66 | \$0.00 | \$69.22 |
| For apprentice rates see "Apprentice- ELECTRICIAN" | | | | | | |
| HVAC (TESTING AND BALANCING - AIR) <i>SHEETMETAL WORKERS LOCAL 17 - B</i> | 04/01/2023 | \$39.29 | \$14.27 | \$18.40 | \$2.16 | \$74.12 |
| | 10/01/2023 | \$40.54 | \$14.27 | \$18.40 | \$2.16 | \$75.37 |
| | 04/01/2024 | \$42.04 | \$14.27 | \$18.40 | \$2.16 | \$76.87 |
| | 10/01/2024 | \$43.29 | \$14.27 | \$18.40 | \$2.16 | \$78.12 |
| | 04/01/2025 | \$44.79 | \$14.27 | \$18.40 | \$2.16 | \$79.62 |
| | 10/01/2025 | \$46.04 | \$14.27 | \$18.40 | \$2.16 | \$80.87 |
| | 04/01/2026 | \$47.54 | \$14.27 | \$18.40 | \$2.16 | \$82.37 |
| For apprentice rates see "Apprentice- SHEET METAL WORKER" | | | | | | |
| HVAC (TESTING AND BALANCING - WATER) <i>PLUMBERS & PIPEFITTERS LOCAL 51</i> | 08/30/2021 | \$46.49 | \$10.15 | \$19.95 | \$0.00 | \$76.59 |
| For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER" | | | | | | |
| HVAC MECHANIC <i>PLUMBERS & PIPEFITTERS LOCAL 51</i> | 08/30/2021 | \$46.49 | \$10.15 | \$19.95 | \$0.00 | \$76.59 |
| For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER" | | | | | | |
| HYDRAULIC DRILLS <i>LABORERS - ZONE 2</i> | 12/01/2022 | \$37.91 | \$9.10 | \$16.64 | \$0.00 | \$63.65 |
| | 06/01/2023 | \$38.21 | \$9.40 | \$16.89 | \$0.00 | \$64.50 |
| | 12/01/2023 | \$39.11 | \$9.40 | \$16.89 | \$0.00 | \$65.40 |
| For apprentice rates see "Apprentice- LABORER" | | | | | | |
| HYDRAULIC DRILLS (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i> | 12/01/2022 | \$37.31 | \$9.35 | \$16.89 | \$0.00 | \$63.55 |
| | 06/01/2023 | \$38.21 | \$9.40 | \$16.89 | \$0.00 | \$64.50 |
| | 12/01/2023 | \$39.11 | \$9.40 | \$16.89 | \$0.00 | \$65.40 |
| | 06/01/2024 | \$40.44 | \$9.40 | \$16.89 | \$0.00 | \$66.73 |
| | 12/01/2024 | \$41.77 | \$9.40 | \$16.89 | \$0.00 | \$68.06 |
| | 06/01/2025 | \$43.16 | \$9.40 | \$16.89 | \$0.00 | \$69.45 |
| | 12/01/2025 | \$44.54 | \$9.40 | \$16.89 | \$0.00 | \$70.83 |
| | 06/01/2026 | \$45.98 | \$9.40 | \$16.89 | \$0.00 | \$72.27 |
| | 12/01/2026 | \$47.42 | \$9.40 | \$16.89 | \$0.00 | \$73.71 |
| For apprentice rates see "Apprentice- LABORER (Heavy and Highway)" | | | | | | |
| INSULATOR (PIPES & TANKS) <i>HEAT & FROST INSULATORS LOCAL 6 (BOSTON)</i> | 09/01/2022 | \$53.85 | \$13.80 | \$17.14 | \$0.00 | \$84.79 |

Apprentice - ASBESTOS INSULATOR (Pipes & Tanks) - Local 6 Boston

Effective Date - 09/01/2022

| Step | percent | Apprentice Base Wage | Health | Pension | Supplemental Unemployment | Total Rate |
|------|---------|----------------------|---------|---------|---------------------------|------------|
| 1 | 50 | \$26.93 | \$13.80 | \$12.42 | \$0.00 | \$53.15 |
| 2 | 60 | \$32.31 | \$13.80 | \$13.36 | \$0.00 | \$59.47 |
| 3 | 70 | \$37.70 | \$13.80 | \$14.31 | \$0.00 | \$65.81 |
| 4 | 80 | \$43.08 | \$13.80 | \$15.25 | \$0.00 | \$72.13 |

Notes:

Steps are 1 year

Apprentice to Journeyworker Ratio:1:4

| | | | | | | |
|--|------------|---------|--------|---------|--------|---------|
| IRONWORKER/WELDER <i>IRONWORKERS LOCAL 37</i> | 03/16/2021 | \$42.46 | \$7.70 | \$17.10 | \$0.00 | \$67.26 |
|--|------------|---------|--------|---------|--------|---------|

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - IRONWORKER - Local 37

Effective Date - 03/16/2021

| Step | percent | Apprentice Base Wage | Health | Pension | Supplemental Unemployment | Total Rate |
|------|---------|----------------------|--------|---------|---------------------------|------------|
| 1 | 70 | \$29.72 | \$7.70 | \$17.10 | \$0.00 | \$54.52 |
| 2 | 75 | \$31.85 | \$7.70 | \$17.10 | \$0.00 | \$56.65 |
| 3 | 80 | \$33.97 | \$7.70 | \$17.10 | \$0.00 | \$58.77 |
| 4 | 85 | \$36.09 | \$7.70 | \$17.10 | \$0.00 | \$60.89 |
| 5 | 90 | \$38.21 | \$7.70 | \$17.10 | \$0.00 | \$63.01 |
| 6 | 95 | \$40.34 | \$7.70 | \$17.10 | \$0.00 | \$65.14 |

Notes:

Apprentice to Journeyworker Ratio:1:4

| | | | | | | |
|---|------------|---------|--------|---------|--------|---------|
| JACKHAMMER & PAVING BREAKER OPERATOR LABORERS - ZONE 2 | 12/01/2022 | \$37.41 | \$9.10 | \$16.64 | \$0.00 | \$63.15 |
| | 06/01/2023 | \$37.71 | \$9.40 | \$16.89 | \$0.00 | \$64.00 |
| | 12/01/2023 | \$38.61 | \$9.40 | \$16.89 | \$0.00 | \$64.90 |

For apprentice rates see "Apprentice- LABORER"

| | | | | | | |
|------------------------------|------------|---------|--------|---------|--------|---------|
| LABORER LABORERS - ZONE 2 | 12/01/2022 | \$37.16 | \$9.10 | \$16.64 | \$0.00 | \$62.90 |
| | 06/01/2023 | \$37.46 | \$9.40 | \$16.89 | \$0.00 | \$63.75 |
| | 12/01/2023 | \$38.36 | \$9.40 | \$16.89 | \$0.00 | \$64.65 |

Apprentice - LABORER - Zone 2

Effective Date - 12/01/2022

| Step | percent | Apprentice Base Wage | Health | Pension | Supplemental Unemployment | Total Rate |
|------|---------|----------------------|--------|---------|---------------------------|------------|
| 1 | 60 | \$22.30 | \$9.10 | \$16.64 | \$0.00 | \$48.04 |
| 2 | 70 | \$26.01 | \$9.10 | \$16.64 | \$0.00 | \$51.75 |
| 3 | 80 | \$29.73 | \$9.10 | \$16.64 | \$0.00 | \$55.47 |
| 4 | 90 | \$33.44 | \$9.10 | \$16.64 | \$0.00 | \$59.18 |

Effective Date - 06/01/2023

| Step | percent | Apprentice Base Wage | Health | Pension | Supplemental Unemployment | Total Rate |
|------|---------|----------------------|--------|---------|---------------------------|------------|
| 1 | 60 | \$22.48 | \$9.10 | \$16.64 | \$0.00 | \$48.22 |
| 2 | 70 | \$26.22 | \$9.10 | \$16.64 | \$0.00 | \$51.96 |
| 3 | 80 | \$29.97 | \$9.10 | \$16.64 | \$0.00 | \$55.71 |
| 4 | 90 | \$33.71 | \$9.10 | \$16.64 | \$0.00 | \$59.45 |

Notes:

Apprentice to Journeyworker Ratio:1:5

| Classification | Effective Date | Base Wage | Health | Pension | Supplemental Unemployment | Total Rate |
|--|----------------|-----------|--------|---------|---------------------------|------------|
| LABORER (HEAVY & HIGHWAY) LABORERS - ZONE 2 (HEAVY & HIGHWAY) | 12/01/2022 | \$36.56 | \$9.35 | \$16.89 | \$0.00 | \$62.80 |
| | 06/01/2023 | \$37.46 | \$9.40 | \$16.89 | \$0.00 | \$63.75 |
| | 12/01/2023 | \$38.36 | \$9.40 | \$16.89 | \$0.00 | \$64.65 |
| | 06/01/2024 | \$39.69 | \$9.40 | \$16.89 | \$0.00 | \$65.98 |
| | 12/01/2024 | \$41.02 | \$9.40 | \$16.89 | \$0.00 | \$67.31 |
| | 06/01/2025 | \$42.41 | \$9.40 | \$16.89 | \$0.00 | \$68.70 |
| | 12/01/2025 | \$43.79 | \$9.40 | \$16.89 | \$0.00 | \$70.08 |
| | 06/01/2026 | \$45.23 | \$9.40 | \$16.89 | \$0.00 | \$71.52 |
| | 12/01/2026 | \$46.67 | \$9.40 | \$16.89 | \$0.00 | \$72.96 |

Apprentice - LABORER (Heavy & Highway) - Zone 2

Effective Date - 12/01/2022

| Step | percent | Apprentice Base Wage | Health | Pension | Supplemental Unemployment | Total Rate |
|------|---------|----------------------|--------|---------|---------------------------|------------|
| 1 | 60 | \$21.94 | \$9.35 | \$16.89 | \$0.00 | \$48.18 |
| 2 | 70 | \$25.59 | \$9.35 | \$16.89 | \$0.00 | \$51.83 |
| 3 | 80 | \$29.25 | \$9.35 | \$16.89 | \$0.00 | \$55.49 |
| 4 | 90 | \$32.90 | \$9.35 | \$16.89 | \$0.00 | \$59.14 |

Effective Date - 06/01/2023

| Step | percent | Apprentice Base Wage | Health | Pension | Supplemental Unemployment | Total Rate |
|------|---------|----------------------|--------|---------|---------------------------|------------|
| 1 | 60 | \$22.48 | \$9.35 | \$16.89 | \$0.00 | \$48.72 |
| 2 | 70 | \$26.22 | \$9.35 | \$16.89 | \$0.00 | \$52.46 |
| 3 | 80 | \$29.97 | \$9.35 | \$16.89 | \$0.00 | \$56.21 |
| 4 | 90 | \$33.71 | \$9.35 | \$16.89 | \$0.00 | \$59.95 |

Notes:

Apprentice to Journeyworker Ratio:1:5

| | | | | | | |
|--|------------|---------|--------|---------|--------|---------|
| LABORER: CARPENTER TENDER LABORERS - ZONE 2 | 12/01/2022 | \$37.16 | \$9.10 | \$16.64 | \$0.00 | \$62.90 |
| | 06/01/2023 | \$37.46 | \$9.40 | \$16.89 | \$0.00 | \$63.75 |
| | 12/01/2023 | \$38.36 | \$9.40 | \$16.89 | \$0.00 | \$64.65 |

For apprentice rates see "Apprentice- LABORER"

| | | | | | | |
|--|------------|---------|--------|---------|--------|---------|
| LABORER: CEMENT FINISHER TENDER LABORERS - ZONE 2 | 12/01/2022 | \$37.16 | \$9.10 | \$16.64 | \$0.00 | \$62.90 |
| | 06/01/2023 | \$37.46 | \$9.40 | \$16.89 | \$0.00 | \$63.75 |
| | 12/01/2023 | \$38.36 | \$9.40 | \$16.89 | \$0.00 | \$64.65 |

For apprentice rates see "Apprentice- LABORER"

| | | | | | | |
|--|------------|---------|--------|---------|--------|---------|
| LABORER: HAZARDOUS WASTE/ASBESTOS REMOVER LABORERS - ZONE 2 | 12/01/2022 | \$37.25 | \$9.10 | \$16.70 | \$0.00 | \$63.05 |
| | 06/01/2023 | \$37.55 | \$9.40 | \$16.95 | \$0.00 | \$63.90 |
| | 12/01/2023 | \$38.45 | \$9.40 | \$16.95 | \$0.00 | \$64.80 |

For apprentice rates see "Apprentice- LABORER"

| | | | | | | |
|--|------------|---------|--------|---------|--------|---------|
| LABORER: MASON TENDER LABORERS - ZONE 2 | 12/01/2022 | \$37.41 | \$9.10 | \$16.64 | \$0.00 | \$63.15 |
| | 06/01/2023 | \$37.71 | \$9.40 | \$16.89 | \$0.00 | \$64.00 |
| | 12/01/2023 | \$38.61 | \$9.40 | \$16.89 | \$0.00 | \$64.90 |

For apprentice rates see "Apprentice- LABORER"

| Classification | Effective Date | Base Wage | Health | Pension | Supplemental Unemployment | Total Rate |
|--|----------------|-----------|---------|---------|---------------------------|------------|
| LABORER: MASON TENDER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i> | 12/01/2022 | \$36.81 | \$9.35 | \$16.89 | \$0.00 | \$63.05 |
| | 06/01/2023 | \$37.71 | \$9.40 | \$16.89 | \$0.00 | \$64.00 |
| | 12/01/2023 | \$38.61 | \$9.40 | \$16.89 | \$0.00 | \$64.90 |
| | 06/01/2024 | \$39.94 | \$9.40 | \$16.89 | \$0.00 | \$66.23 |
| | 12/01/2024 | \$41.27 | \$9.40 | \$16.89 | \$0.00 | \$67.56 |
| | 06/01/2025 | \$42.66 | \$9.40 | \$16.89 | \$0.00 | \$68.95 |
| | 12/01/2025 | \$44.04 | \$9.40 | \$16.89 | \$0.00 | \$70.33 |
| | 06/01/2026 | \$45.48 | \$9.40 | \$16.89 | \$0.00 | \$71.77 |
| | 12/01/2026 | \$46.92 | \$9.40 | \$16.89 | \$0.00 | \$73.21 |
| For apprentice rates see "Apprentice- LABORER (Heavy and Highway) | | | | | | |
| LABORER: MULTI-TRADE TENDER <i>LABORERS - ZONE 2</i> | 12/01/2022 | \$37.16 | \$9.10 | \$16.64 | \$0.00 | \$62.90 |
| | 06/01/2023 | \$37.46 | \$9.40 | \$16.89 | \$0.00 | \$63.75 |
| | 12/01/2023 | \$38.36 | \$9.40 | \$16.89 | \$0.00 | \$64.65 |
| For apprentice rates see "Apprentice- LABORER" | | | | | | |
| LABORER: TREE REMOVER <i>LABORERS - ZONE 2</i> | 12/01/2022 | \$37.16 | \$9.10 | \$16.64 | \$0.00 | \$62.90 |
| | 06/01/2023 | \$37.46 | \$9.40 | \$16.89 | \$0.00 | \$63.75 |
| | 12/01/2023 | \$38.36 | \$9.40 | \$16.89 | \$0.00 | \$64.65 |
| This classification applies to the removal of standing trees, and the trimming and removal of branches and limbs when related to public works construction or site clearance incidental to construction . For apprentice rates see "Apprentice- LABORER" | | | | | | |
| LASER BEAM OPERATOR <i>LABORERS - ZONE 2</i> | 12/01/2022 | \$37.41 | \$9.10 | \$16.64 | \$0.00 | \$63.15 |
| | 06/01/2023 | \$37.71 | \$9.40 | \$16.89 | \$0.00 | \$64.00 |
| | 12/01/2023 | \$38.61 | \$9.40 | \$16.89 | \$0.00 | \$64.90 |
| For apprentice rates see "Apprentice- LABORER" | | | | | | |
| LASER BEAM OPERATOR (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i> | 12/01/2022 | \$36.81 | \$9.35 | \$16.89 | \$0.00 | \$63.05 |
| | 06/01/2023 | \$37.71 | \$9.40 | \$16.89 | \$0.00 | \$64.00 |
| | 12/01/2023 | \$38.61 | \$9.40 | \$16.89 | \$0.00 | \$64.90 |
| | 06/01/2024 | \$39.94 | \$9.40 | \$16.89 | \$0.00 | \$66.23 |
| | 12/01/2024 | \$41.27 | \$9.40 | \$16.89 | \$0.00 | \$67.56 |
| | 06/01/2025 | \$42.66 | \$9.40 | \$16.89 | \$0.00 | \$68.95 |
| | 12/01/2025 | \$44.04 | \$9.40 | \$16.89 | \$0.00 | \$70.33 |
| | 06/01/2026 | \$45.48 | \$9.40 | \$16.89 | \$0.00 | \$71.77 |
| | 12/01/2026 | \$46.92 | \$9.40 | \$16.89 | \$0.00 | \$73.21 |
| For apprentice rates see "Apprentice- LABORER (Heavy and Highway) | | | | | | |
| MARBLE & TILE FINISHERS <i>BRICKLAYERS LOCAL 3 - MARBLE & TILE</i> | 02/01/2023 | \$46.25 | \$11.49 | \$20.37 | \$0.00 | \$78.11 |
| | 08/01/2023 | \$47.89 | \$11.49 | \$20.37 | \$0.00 | \$79.75 |
| | 02/01/2024 | \$48.89 | \$11.49 | \$20.37 | \$0.00 | \$80.75 |
| | 08/01/2024 | \$50.57 | \$11.49 | \$20.37 | \$0.00 | \$82.43 |
| | 02/01/2025 | \$51.61 | \$11.49 | \$20.37 | \$0.00 | \$83.47 |
| | 08/01/2025 | \$53.33 | \$11.49 | \$20.37 | \$0.00 | \$85.19 |
| | 02/01/2026 | \$54.41 | \$11.49 | \$20.37 | \$0.00 | \$86.27 |
| | 08/01/2026 | \$56.17 | \$11.49 | \$20.37 | \$0.00 | \$88.03 |
| | 02/01/2027 | \$57.29 | \$11.49 | \$20.37 | \$0.00 | \$89.15 |

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - MARBLE & TILE FINISHER - Local 3 Marble & Tile

Effective Date - 02/01/2023

| Step | percent | Apprentice Base Wage | Health | Pension | Supplemental Unemployment | Total Rate |
|------|---------|----------------------|---------|---------|---------------------------|------------|
| 1 | 50 | \$23.13 | \$11.49 | \$20.37 | \$0.00 | \$54.99 |
| 2 | 60 | \$27.75 | \$11.49 | \$20.37 | \$0.00 | \$59.61 |
| 3 | 70 | \$32.38 | \$11.49 | \$20.37 | \$0.00 | \$64.24 |
| 4 | 80 | \$37.00 | \$11.49 | \$20.37 | \$0.00 | \$68.86 |
| 5 | 90 | \$41.63 | \$11.49 | \$20.37 | \$0.00 | \$73.49 |

Effective Date - 08/01/2023

| Step | percent | Apprentice Base Wage | Health | Pension | Supplemental Unemployment | Total Rate |
|------|---------|----------------------|---------|---------|---------------------------|------------|
| 1 | 50 | \$23.95 | \$11.49 | \$20.37 | \$0.00 | \$55.81 |
| 2 | 60 | \$28.73 | \$11.49 | \$20.37 | \$0.00 | \$60.59 |
| 3 | 70 | \$33.52 | \$11.49 | \$20.37 | \$0.00 | \$65.38 |
| 4 | 80 | \$38.31 | \$11.49 | \$20.37 | \$0.00 | \$70.17 |
| 5 | 90 | \$43.10 | \$11.49 | \$20.37 | \$0.00 | \$74.96 |

Notes:

Apprentice to Journeyworker Ratio:1:3

| | | | | | | |
|---|------------|---------|---------|---------|--------|----------|
| MARBLE MASONS, TILELAYERS & TERRAZZO MECH | 02/01/2023 | \$60.37 | \$11.49 | \$22.31 | \$0.00 | \$94.17 |
| BRICKLAYERS LOCAL 3 - MARBLE & TILE | 08/01/2023 | \$62.42 | \$11.49 | \$22.31 | \$0.00 | \$96.22 |
| | 02/01/2024 | \$63.67 | \$11.49 | \$22.31 | \$0.00 | \$97.47 |
| | 08/01/2024 | \$65.77 | \$11.49 | \$22.31 | \$0.00 | \$99.57 |
| | 02/01/2025 | \$67.07 | \$11.49 | \$22.31 | \$0.00 | \$100.87 |
| | 08/01/2025 | \$69.22 | \$11.49 | \$22.31 | \$0.00 | \$103.02 |
| | 02/01/2026 | \$70.57 | \$11.49 | \$22.31 | \$0.00 | \$104.37 |
| | 08/01/2026 | \$72.77 | \$11.49 | \$22.31 | \$0.00 | \$106.57 |
| | 02/01/2027 | \$74.17 | \$11.49 | \$22.31 | \$0.00 | \$107.97 |

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - MARBLE-TILE-TERRAZZO MECHANIC - Local 3 Marble & Tile

Effective Date - 02/01/2023

| Step | percent | Apprentice Base Wage | Health | Pension | Supplemental Unemployment | Total Rate |
|------|---------|----------------------|---------|---------|---------------------------|------------|
| 1 | 50 | \$30.19 | \$11.49 | \$22.31 | \$0.00 | \$63.99 |
| 2 | 60 | \$36.22 | \$11.49 | \$22.31 | \$0.00 | \$70.02 |
| 3 | 70 | \$42.26 | \$11.49 | \$22.31 | \$0.00 | \$76.06 |
| 4 | 80 | \$48.30 | \$11.49 | \$22.31 | \$0.00 | \$82.10 |
| 5 | 90 | \$54.33 | \$11.49 | \$22.31 | \$0.00 | \$88.13 |

Effective Date - 08/01/2023

| Step | percent | Apprentice Base Wage | Health | Pension | Supplemental Unemployment | Total Rate |
|------|---------|----------------------|---------|---------|---------------------------|------------|
| 1 | 50 | \$31.21 | \$11.49 | \$22.31 | \$0.00 | \$65.01 |
| 2 | 60 | \$37.45 | \$11.49 | \$22.31 | \$0.00 | \$71.25 |
| 3 | 70 | \$43.69 | \$11.49 | \$22.31 | \$0.00 | \$77.49 |
| 4 | 80 | \$49.94 | \$11.49 | \$22.31 | \$0.00 | \$83.74 |
| 5 | 90 | \$56.18 | \$11.49 | \$22.31 | \$0.00 | \$89.98 |

Notes:

Apprentice to Journeyworker Ratio:1:5

| | | | | | | |
|--|------------|---------|---------|---------|--------|---------|
| MECH. SWEEPER OPERATOR (ON CONST. SITES) <i>OPERATING ENGINEERS LOCAL 4</i> | 12/01/2022 | \$53.05 | \$14.25 | \$16.05 | \$0.00 | \$83.35 |
| | 06/01/2023 | \$54.29 | \$14.25 | \$16.05 | \$0.00 | \$84.59 |
| | 12/01/2023 | \$55.53 | \$14.25 | \$16.05 | \$0.00 | \$85.83 |
| | 06/01/2024 | \$56.81 | \$14.25 | \$16.05 | \$0.00 | \$87.11 |
| | 12/01/2024 | \$58.25 | \$14.25 | \$16.05 | \$0.00 | \$88.55 |
| | 06/01/2025 | \$59.53 | \$14.25 | \$16.05 | \$0.00 | \$89.83 |
| | 12/01/2025 | \$60.97 | \$14.25 | \$16.05 | \$0.00 | \$91.27 |
| | 06/01/2026 | \$62.25 | \$14.25 | \$16.05 | \$0.00 | \$92.55 |
| | 12/01/2026 | \$63.69 | \$14.25 | \$16.05 | \$0.00 | \$93.99 |

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

| | | | | | | |
|---|------------|---------|---------|---------|--------|---------|
| MECHANICS MAINTENANCE <i>OPERATING ENGINEERS LOCAL 4</i> | 12/01/2022 | \$53.05 | \$14.25 | \$16.05 | \$0.00 | \$83.35 |
| | 06/01/2023 | \$54.29 | \$14.25 | \$16.05 | \$0.00 | \$84.59 |
| | 12/01/2023 | \$55.53 | \$14.25 | \$16.05 | \$0.00 | \$85.83 |
| | 06/01/2024 | \$56.81 | \$14.25 | \$16.05 | \$0.00 | \$87.11 |
| | 12/01/2024 | \$58.25 | \$14.25 | \$16.05 | \$0.00 | \$88.55 |
| | 06/01/2025 | \$59.53 | \$14.25 | \$16.05 | \$0.00 | \$89.83 |
| | 12/01/2025 | \$60.97 | \$14.25 | \$16.05 | \$0.00 | \$91.27 |
| | 06/01/2026 | \$62.25 | \$14.25 | \$16.05 | \$0.00 | \$92.55 |
| | 12/01/2026 | \$63.69 | \$14.25 | \$16.05 | \$0.00 | \$93.99 |

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

| | | | | | | |
|---|------------|---------|--------|---------|--------|---------|
| MILLWRIGHT (Zone 2) <i>MILLWRIGHTS LOCAL 1121 - Zone 2</i> | 01/02/2023 | \$41.92 | \$8.58 | \$21.57 | \$0.00 | \$72.07 |
|---|------------|---------|--------|---------|--------|---------|

Apprentice - MILLWRIGHT - Local 1121 Zone 2

Effective Date - 01/02/2023

| Step | percent | Apprentice Base Wage | Health | Pension | Supplemental Unemployment | Total Rate |
|------|---------|----------------------|--------|---------|---------------------------|------------|
| 1 | 55 | \$23.06 | \$8.58 | \$5.72 | \$0.00 | \$37.36 |
| 2 | 65 | \$27.25 | \$8.58 | \$17.93 | \$0.00 | \$53.76 |
| 3 | 75 | \$31.44 | \$8.58 | \$18.98 | \$0.00 | \$59.00 |
| 4 | 85 | \$35.63 | \$8.58 | \$20.01 | \$0.00 | \$64.22 |

Notes: Step 1&2 Appr. indentured after 1/6/2020 receive no pension, but do receive annuity. (Step 1 \$5.72, Step 2 \$6.66)
Steps are 2,000 hours

Apprentice to Journeyworker Ratio:1:4

| | | | | | | |
|---|------------|---------|--------|---------|--------|---------|
| MORTAR MIXER <i>LABORERS - ZONE 2</i> | 12/01/2022 | \$37.41 | \$9.10 | \$16.64 | \$0.00 | \$63.15 |
| | 06/01/2023 | \$37.71 | \$9.40 | \$16.89 | \$0.00 | \$64.00 |
| | 12/01/2023 | \$38.61 | \$9.40 | \$16.89 | \$0.00 | \$64.90 |

For apprentice rates see "Apprentice- LABORER"

| | | | | | | |
|---|------------|---------|---------|---------|--------|---------|
| OILER (OTHER THAN TRUCK CRANES,GRADALLS) <i>OPERATING ENGINEERS LOCAL 4</i> | 12/01/2022 | \$24.37 | \$14.25 | \$16.05 | \$0.00 | \$54.67 |
| | 06/01/2023 | \$24.94 | \$14.25 | \$16.05 | \$0.00 | \$55.24 |
| | 12/01/2023 | \$25.51 | \$14.25 | \$16.05 | \$0.00 | \$55.81 |
| | 06/01/2024 | \$26.11 | \$14.25 | \$16.05 | \$0.00 | \$56.41 |
| | 12/01/2024 | \$26.77 | \$14.25 | \$16.05 | \$0.00 | \$57.07 |
| | 06/01/2025 | \$27.37 | \$14.25 | \$16.05 | \$0.00 | \$57.67 |
| | 12/01/2025 | \$28.03 | \$14.25 | \$16.05 | \$0.00 | \$58.33 |
| | 06/01/2026 | \$28.62 | \$14.25 | \$16.05 | \$0.00 | \$58.92 |
| | 12/01/2026 | \$29.29 | \$14.25 | \$16.05 | \$0.00 | \$59.59 |

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

| | | | | | | |
|---|------------|---------|---------|---------|--------|---------|
| OILER (TRUCK CRANES, GRADALLS) <i>OPERATING ENGINEERS LOCAL 4</i> | 12/01/2022 | \$29.57 | \$14.25 | \$16.05 | \$0.00 | \$59.87 |
| | 06/01/2023 | \$30.27 | \$14.25 | \$16.05 | \$0.00 | \$60.57 |
| | 12/01/2023 | \$30.96 | \$14.25 | \$16.05 | \$0.00 | \$61.26 |
| | 06/01/2024 | \$31.68 | \$14.25 | \$16.05 | \$0.00 | \$61.98 |
| | 12/01/2024 | \$32.48 | \$14.25 | \$16.05 | \$0.00 | \$62.78 |
| | 06/01/2025 | \$33.20 | \$14.25 | \$16.05 | \$0.00 | \$63.50 |
| | 12/01/2025 | \$34.00 | \$14.25 | \$16.05 | \$0.00 | \$64.30 |
| | 06/01/2026 | \$34.72 | \$14.25 | \$16.05 | \$0.00 | \$65.02 |
| | 12/01/2026 | \$35.52 | \$14.25 | \$16.05 | \$0.00 | \$65.82 |

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

| | | | | | | |
|--|------------|---------|---------|---------|--------|---------|
| OTHER POWER DRIVEN EQUIPMENT - CLASS II <i>OPERATING ENGINEERS LOCAL 4</i> | 12/01/2022 | \$53.05 | \$14.25 | \$16.05 | \$0.00 | \$83.35 |
| | 06/01/2023 | \$54.29 | \$14.25 | \$16.05 | \$0.00 | \$84.59 |
| | 12/01/2023 | \$55.53 | \$14.25 | \$16.05 | \$0.00 | \$85.83 |
| | 06/01/2024 | \$56.81 | \$14.25 | \$16.05 | \$0.00 | \$87.11 |
| | 12/01/2024 | \$58.25 | \$14.25 | \$16.05 | \$0.00 | \$88.55 |
| | 06/01/2025 | \$59.53 | \$14.25 | \$16.05 | \$0.00 | \$89.83 |
| | 12/01/2025 | \$60.97 | \$14.25 | \$16.05 | \$0.00 | \$91.27 |
| | 06/01/2026 | \$62.25 | \$14.25 | \$16.05 | \$0.00 | \$92.55 |
| | 12/01/2026 | \$63.69 | \$14.25 | \$16.05 | \$0.00 | \$93.99 |

| Classification | Effective Date | Base Wage | Health | Pension | Supplemental Unemployment | Total Rate |
|--|----------------|-----------|--------|---------|---------------------------|------------|
| For apprentice rates see "Apprentice- OPERATING ENGINEERS" | | | | | | |
| PAINTER (BRIDGES/TANKS) <i>PAINTERS LOCAL 35 - ZONE 2</i> | 01/01/2023 | \$56.06 | \$8.65 | \$23.05 | \$0.00 | \$87.76 |
| | 07/01/2023 | \$57.26 | \$8.65 | \$23.05 | \$0.00 | \$88.96 |
| | 01/01/2024 | \$58.46 | \$8.65 | \$23.05 | \$0.00 | \$90.16 |
| | 07/01/2024 | \$59.66 | \$8.65 | \$23.05 | \$0.00 | \$91.36 |
| | 01/01/2025 | \$60.86 | \$8.65 | \$23.05 | \$0.00 | \$92.56 |

Apprentice - PAINTER Local 35 - BRIDGES/TANKS

Effective Date - 01/01/2023

| Step | percent | Apprentice Base Wage | Health | Pension | Supplemental Unemployment | Total Rate |
|------|---------|----------------------|--------|---------|---------------------------|------------|
| 1 | 50 | \$28.03 | \$8.65 | \$0.00 | \$0.00 | \$36.68 |
| 2 | 55 | \$30.83 | \$8.65 | \$6.27 | \$0.00 | \$45.75 |
| 3 | 60 | \$33.64 | \$8.65 | \$6.84 | \$0.00 | \$49.13 |
| 4 | 65 | \$36.44 | \$8.65 | \$7.41 | \$0.00 | \$52.50 |
| 5 | 70 | \$39.24 | \$8.65 | \$19.63 | \$0.00 | \$67.52 |
| 6 | 75 | \$42.05 | \$8.65 | \$20.20 | \$0.00 | \$70.90 |
| 7 | 80 | \$44.85 | \$8.65 | \$20.77 | \$0.00 | \$74.27 |
| 8 | 90 | \$50.45 | \$8.65 | \$21.91 | \$0.00 | \$81.01 |

Effective Date - 07/01/2023

| Step | percent | Apprentice Base Wage | Health | Pension | Supplemental Unemployment | Total Rate |
|------|---------|----------------------|--------|---------|---------------------------|------------|
| 1 | 50 | \$28.63 | \$8.65 | \$0.00 | \$0.00 | \$37.28 |
| 2 | 55 | \$31.49 | \$8.65 | \$6.27 | \$0.00 | \$46.41 |
| 3 | 60 | \$34.36 | \$8.65 | \$6.84 | \$0.00 | \$49.85 |
| 4 | 65 | \$37.22 | \$8.65 | \$7.41 | \$0.00 | \$53.28 |
| 5 | 70 | \$40.08 | \$8.65 | \$19.63 | \$0.00 | \$68.36 |
| 6 | 75 | \$42.95 | \$8.65 | \$20.20 | \$0.00 | \$71.80 |
| 7 | 80 | \$45.81 | \$8.65 | \$20.77 | \$0.00 | \$75.23 |
| 8 | 90 | \$51.53 | \$8.65 | \$21.91 | \$0.00 | \$82.09 |

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

| | | | | | | |
|---|------------|---------|--------|---------|--------|---------|
| PAINTER (SPRAY OR SANDBLAST, NEW) * | 01/01/2023 | \$46.96 | \$8.65 | \$23.05 | \$0.00 | \$78.66 |
| * If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used. <i>PAINTERS LOCAL 35 - ZONE 2</i> | 07/01/2023 | \$48.16 | \$8.65 | \$23.05 | \$0.00 | \$79.86 |
| | 01/01/2024 | \$49.36 | \$8.65 | \$23.05 | \$0.00 | \$81.06 |
| | 07/01/2024 | \$50.56 | \$8.65 | \$23.05 | \$0.00 | \$82.26 |
| | 01/01/2025 | \$51.76 | \$8.65 | \$23.05 | \$0.00 | \$83.46 |

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - PAINTER Local 35 Zone 2 - Spray/Sandblast - New

Effective Date - 01/01/2023

| Step | percent | Apprentice Base Wage | Health | Pension | Supplemental Unemployment | Total Rate |
|------|---------|----------------------|--------|---------|---------------------------|------------|
| 1 | 50 | \$23.48 | \$8.65 | \$0.00 | \$0.00 | \$32.13 |
| 2 | 55 | \$25.83 | \$8.65 | \$6.27 | \$0.00 | \$40.75 |
| 3 | 60 | \$28.18 | \$8.65 | \$6.84 | \$0.00 | \$43.67 |
| 4 | 65 | \$30.52 | \$8.65 | \$7.41 | \$0.00 | \$46.58 |
| 5 | 70 | \$32.87 | \$8.65 | \$19.63 | \$0.00 | \$61.15 |
| 6 | 75 | \$35.22 | \$8.65 | \$20.20 | \$0.00 | \$64.07 |
| 7 | 80 | \$37.57 | \$8.65 | \$20.77 | \$0.00 | \$66.99 |
| 8 | 90 | \$42.26 | \$8.65 | \$21.91 | \$0.00 | \$72.82 |

Effective Date - 07/01/2023

| Step | percent | Apprentice Base Wage | Health | Pension | Supplemental Unemployment | Total Rate |
|------|---------|----------------------|--------|---------|---------------------------|------------|
| 1 | 50 | \$24.08 | \$8.65 | \$0.00 | \$0.00 | \$32.73 |
| 2 | 55 | \$26.49 | \$8.65 | \$6.27 | \$0.00 | \$41.41 |
| 3 | 60 | \$28.90 | \$8.65 | \$6.84 | \$0.00 | \$44.39 |
| 4 | 65 | \$31.30 | \$8.65 | \$7.41 | \$0.00 | \$47.36 |
| 5 | 70 | \$33.71 | \$8.65 | \$19.63 | \$0.00 | \$61.99 |
| 6 | 75 | \$36.12 | \$8.65 | \$20.20 | \$0.00 | \$64.97 |
| 7 | 80 | \$38.53 | \$8.65 | \$20.77 | \$0.00 | \$67.95 |
| 8 | 90 | \$43.34 | \$8.65 | \$21.91 | \$0.00 | \$73.90 |

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

| | | | | | | |
|---------------------------------------|------------|---------|--------|---------|--------|---------|
| PAINTER (SPRAY OR SANDBLAST, REPAINT) | 01/01/2023 | \$45.02 | \$8.65 | \$23.05 | \$0.00 | \$76.72 |
| PAINTERS LOCAL 35 - ZONE 2 | 07/01/2023 | \$46.22 | \$8.65 | \$23.05 | \$0.00 | \$77.92 |
| | 01/01/2024 | \$47.42 | \$8.65 | \$23.05 | \$0.00 | \$79.12 |
| | 07/01/2024 | \$48.62 | \$8.65 | \$23.05 | \$0.00 | \$80.32 |
| | 01/01/2025 | \$49.82 | \$8.65 | \$23.05 | \$0.00 | \$81.52 |

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - PAINTER Local 35 Zone 2 - Spray/Sandblast - Repaint

Effective Date - 01/01/2023

| Step | percent | Apprentice Base Wage | Health | Pension | Supplemental Unemployment | Total Rate |
|------|---------|----------------------|--------|---------|---------------------------|------------|
| 1 | 50 | \$22.51 | \$8.65 | \$0.00 | \$0.00 | \$31.16 |
| 2 | 55 | \$24.76 | \$8.65 | \$6.27 | \$0.00 | \$39.68 |
| 3 | 60 | \$27.01 | \$8.65 | \$6.84 | \$0.00 | \$42.50 |
| 4 | 65 | \$29.26 | \$8.65 | \$7.41 | \$0.00 | \$45.32 |
| 5 | 70 | \$31.51 | \$8.65 | \$19.63 | \$0.00 | \$59.79 |
| 6 | 75 | \$33.77 | \$8.65 | \$20.20 | \$0.00 | \$62.62 |
| 7 | 80 | \$36.02 | \$8.65 | \$20.77 | \$0.00 | \$65.44 |
| 8 | 90 | \$40.52 | \$8.65 | \$21.91 | \$0.00 | \$71.08 |

Effective Date - 07/01/2023

| Step | percent | Apprentice Base Wage | Health | Pension | Supplemental Unemployment | Total Rate |
|------|---------|----------------------|--------|---------|---------------------------|------------|
| 1 | 50 | \$23.11 | \$8.65 | \$0.00 | \$0.00 | \$31.76 |
| 2 | 55 | \$25.42 | \$8.65 | \$6.27 | \$0.00 | \$40.34 |
| 3 | 60 | \$27.73 | \$8.65 | \$6.84 | \$0.00 | \$43.22 |
| 4 | 65 | \$30.04 | \$8.65 | \$19.06 | \$0.00 | \$57.75 |
| 5 | 70 | \$32.35 | \$8.65 | \$19.63 | \$0.00 | \$60.63 |
| 6 | 75 | \$34.67 | \$8.65 | \$20.20 | \$0.00 | \$63.52 |
| 7 | 80 | \$36.98 | \$8.65 | \$20.77 | \$0.00 | \$66.40 |
| 8 | 90 | \$41.60 | \$8.65 | \$21.91 | \$0.00 | \$72.16 |

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

| | | | | | | |
|---|------------|---------|--------|---------|--------|---------|
| PAINTER / TAPER (BRUSH, NEW) * | 01/01/2023 | \$45.56 | \$8.65 | \$23.05 | \$0.00 | \$77.26 |
| * If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used. PAINTERS LOCAL 35 - ZONE 2 | 07/01/2023 | \$46.76 | \$8.65 | \$23.05 | \$0.00 | \$78.46 |
| | 01/01/2024 | \$47.96 | \$8.65 | \$23.05 | \$0.00 | \$79.66 |
| | 07/01/2024 | \$49.16 | \$8.65 | \$23.05 | \$0.00 | \$80.86 |
| | 01/01/2025 | \$50.36 | \$8.65 | \$23.05 | \$0.00 | \$82.06 |

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - PAINTER - Local 35 Zone 2 - BRUSH NEW

Effective Date - 01/01/2023

| Step | percent | Apprentice Base Wage | Health | Pension | Supplemental Unemployment | Total Rate |
|------|---------|----------------------|--------|---------|---------------------------|------------|
| 1 | 50 | \$22.78 | \$8.65 | \$0.00 | \$0.00 | \$31.43 |
| 2 | 55 | \$25.06 | \$8.65 | \$6.27 | \$0.00 | \$39.98 |
| 3 | 60 | \$27.34 | \$8.65 | \$6.84 | \$0.00 | \$42.83 |
| 4 | 65 | \$29.61 | \$8.65 | \$7.41 | \$0.00 | \$45.67 |
| 5 | 70 | \$31.89 | \$8.65 | \$19.63 | \$0.00 | \$60.17 |
| 6 | 75 | \$34.17 | \$8.65 | \$20.20 | \$0.00 | \$63.02 |
| 7 | 80 | \$36.45 | \$8.65 | \$20.77 | \$0.00 | \$65.87 |
| 8 | 90 | \$41.00 | \$8.65 | \$21.91 | \$0.00 | \$71.56 |

Effective Date - 07/01/2023

| Step | percent | Apprentice Base Wage | Health | Pension | Supplemental Unemployment | Total Rate |
|------|---------|----------------------|--------|---------|---------------------------|------------|
| 1 | 50 | \$23.38 | \$8.65 | \$0.00 | \$0.00 | \$32.03 |
| 2 | 55 | \$25.72 | \$8.65 | \$6.27 | \$0.00 | \$40.64 |
| 3 | 60 | \$28.06 | \$8.65 | \$6.84 | \$0.00 | \$43.55 |
| 4 | 65 | \$30.39 | \$8.65 | \$7.41 | \$0.00 | \$46.45 |
| 5 | 70 | \$32.73 | \$8.65 | \$19.63 | \$0.00 | \$61.01 |
| 6 | 75 | \$35.07 | \$8.65 | \$20.20 | \$0.00 | \$63.92 |
| 7 | 80 | \$37.41 | \$8.65 | \$20.77 | \$0.00 | \$66.83 |
| 8 | 90 | \$42.08 | \$8.65 | \$21.91 | \$0.00 | \$72.64 |

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

| | | | | | | |
|----------------------------------|------------|---------|--------|---------|--------|---------|
| PAINTER / TAPER (BRUSH, REPAINT) | 01/01/2023 | \$43.62 | \$8.65 | \$23.05 | \$0.00 | \$75.32 |
| PAINTERS LOCAL 35 - ZONE 2 | 07/01/2023 | \$44.82 | \$8.65 | \$23.05 | \$0.00 | \$76.52 |
| | 01/01/2024 | \$46.02 | \$8.65 | \$23.05 | \$0.00 | \$77.72 |
| | 07/01/2024 | \$47.22 | \$8.65 | \$23.05 | \$0.00 | \$78.92 |
| | 01/01/2025 | \$48.42 | \$8.65 | \$23.05 | \$0.00 | \$80.12 |

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - PAINTER Local 35 Zone 2 - BRUSH REPAINT

Effective Date - 01/01/2023

| Step | percent | Apprentice Base Wage | Health | Pension | Supplemental Unemployment | Total Rate |
|------|---------|----------------------|--------|---------|---------------------------|------------|
| 1 | 50 | \$21.81 | \$8.65 | \$0.00 | \$0.00 | \$30.46 |
| 2 | 55 | \$23.99 | \$8.65 | \$6.27 | \$0.00 | \$38.91 |
| 3 | 60 | \$26.17 | \$8.65 | \$6.84 | \$0.00 | \$41.66 |
| 4 | 65 | \$28.35 | \$8.65 | \$7.41 | \$0.00 | \$44.41 |
| 5 | 70 | \$30.53 | \$8.65 | \$19.63 | \$0.00 | \$58.81 |
| 6 | 75 | \$32.72 | \$8.65 | \$20.20 | \$0.00 | \$61.57 |
| 7 | 80 | \$34.90 | \$8.65 | \$20.77 | \$0.00 | \$64.32 |
| 8 | 90 | \$39.26 | \$8.65 | \$21.91 | \$0.00 | \$69.82 |

Effective Date - 07/01/2023

| Step | percent | Apprentice Base Wage | Health | Pension | Supplemental Unemployment | Total Rate |
|------|---------|----------------------|--------|---------|---------------------------|------------|
| 1 | 50 | \$22.41 | \$8.65 | \$0.00 | \$0.00 | \$31.06 |
| 2 | 55 | \$24.65 | \$8.65 | \$6.27 | \$0.00 | \$39.57 |
| 3 | 60 | \$26.89 | \$8.65 | \$6.84 | \$0.00 | \$42.38 |
| 4 | 65 | \$29.13 | \$8.65 | \$7.41 | \$0.00 | \$45.19 |
| 5 | 70 | \$31.37 | \$8.65 | \$19.63 | \$0.00 | \$59.65 |
| 6 | 75 | \$33.62 | \$8.65 | \$20.20 | \$0.00 | \$62.47 |
| 7 | 80 | \$35.86 | \$8.65 | \$20.77 | \$0.00 | \$65.28 |
| 8 | 90 | \$40.34 | \$8.65 | \$21.91 | \$0.00 | \$70.90 |

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

| | | | | | | |
|--|------------|---------|--------|---------|--------|---------|
| PAINTER TRAFFIC MARKINGS (HEAVY/HIGHWAY) | 12/01/2022 | \$36.56 | \$9.35 | \$16.89 | \$0.00 | \$62.80 |
| LABORERS - ZONE 2 (HEAVY & HIGHWAY) | 06/01/2023 | \$37.46 | \$9.40 | \$16.89 | \$0.00 | \$63.75 |
| | 12/01/2023 | \$38.36 | \$9.40 | \$16.89 | \$0.00 | \$64.65 |
| | 06/01/2024 | \$39.69 | \$9.40 | \$16.89 | \$0.00 | \$65.98 |
| | 12/01/2024 | \$41.02 | \$9.40 | \$16.89 | \$0.00 | \$67.31 |
| | 06/01/2025 | \$42.41 | \$9.40 | \$16.89 | \$0.00 | \$68.70 |
| | 12/01/2025 | \$43.79 | \$9.40 | \$16.89 | \$0.00 | \$70.08 |
| | 06/01/2026 | \$45.23 | \$9.40 | \$16.89 | \$0.00 | \$71.52 |
| | 12/01/2026 | \$46.67 | \$9.40 | \$16.89 | \$0.00 | \$72.96 |

For apprentice rates see "Apprentice- LABORER (Heavy and Highway)

| | | | | | | |
|---------------------------------------|------------|---------|---------|---------|--------|---------|
| PANEL & PICKUP TRUCKS DRIVER | 12/01/2021 | \$35.78 | \$13.41 | \$16.01 | \$0.00 | \$65.20 |
| TEAMSTERS JOINT COUNCIL NO. 10 ZONE B | | | | | | |

| | | | | | | |
|---|------------|---------|--------|---------|--------|---------|
| PIER AND DOCK CONSTRUCTOR (UNDERPINNING AND DECK) | 08/01/2020 | \$46.11 | \$9.40 | \$23.12 | \$0.00 | \$78.63 |
| PILE DRIVER LOCAL 56 (ZONE 2) | | | | | | |

For apprentice rates see "Apprentice- PILE DRIVER"

| | | | | | | |
|-------------------------------|------------|---------|--------|---------|--------|---------|
| PILE DRIVER | 08/01/2020 | \$46.11 | \$9.40 | \$23.12 | \$0.00 | \$78.63 |
| PILE DRIVER LOCAL 56 (ZONE 2) | | | | | | |

Apprentice - PILE DRIVER - Local 56 Zone 2

Effective Date - 08/01/2020

| Step | percent | Apprentice Base Wage | Health | Pension | Supplemental Unemployment | Total Rate |
|------|---------|----------------------|--------|---------|---------------------------|------------|
| 1 | 0 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |

Notes: Apprentice wages shall be no less than the following Steps;
 (Same as set in Zone 1)
 1\$57.06/2\$61.96/3\$66.87/4\$69.32/5\$71.78/6\$71.78/7\$76.68/8\$76.68

Apprentice to Journeyworker Ratio:1:5

| | | | | | | |
|--|------------|---------|--------|---------|--------|---------|
| PIPELAYER <i>LABORERS - ZONE 2</i> | 12/01/2022 | \$37.41 | \$9.10 | \$16.64 | \$0.00 | \$63.15 |
| | 06/01/2023 | \$37.71 | \$9.40 | \$16.89 | \$0.00 | \$64.00 |
| | 12/01/2023 | \$38.61 | \$9.40 | \$16.89 | \$0.00 | \$64.90 |

For apprentice rates see "Apprentice- LABORER"

| | | | | | | |
|--|------------|---------|--------|---------|--------|---------|
| PIPELAYER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i> | 12/01/2022 | \$36.81 | \$9.35 | \$16.89 | \$0.00 | \$63.05 |
| | 06/01/2023 | \$37.71 | \$9.40 | \$16.89 | \$0.00 | \$64.00 |
| | 12/01/2023 | \$38.61 | \$9.40 | \$16.89 | \$0.00 | \$64.90 |
| | 06/01/2024 | \$39.94 | \$9.40 | \$16.89 | \$0.00 | \$66.23 |
| | 12/01/2024 | \$41.27 | \$9.40 | \$16.89 | \$0.00 | \$67.56 |
| | 06/01/2025 | \$42.66 | \$9.40 | \$16.89 | \$0.00 | \$68.95 |
| | 12/01/2025 | \$44.04 | \$9.40 | \$16.89 | \$0.00 | \$70.33 |
| | 06/01/2026 | \$45.48 | \$9.40 | \$16.89 | \$0.00 | \$71.77 |
| | 12/01/2026 | \$46.92 | \$9.40 | \$16.89 | \$0.00 | \$73.21 |

For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"

| | | | | | | |
|---|------------|---------|---------|---------|--------|---------|
| PLUMBER & PIPEFITTER <i>PLUMBERS & PIPEFITTERS LOCAL 51</i> | 08/30/2021 | \$46.49 | \$10.15 | \$19.95 | \$0.00 | \$76.59 |
|---|------------|---------|---------|---------|--------|---------|

Apprentice - PLUMBER/PIPEFITTER - Local 51

Effective Date - 08/30/2021

| Step | percent | Apprentice Base Wage | Health | Pension | Supplemental Unemployment | Total Rate |
|------|---------|----------------------|---------|---------|---------------------------|------------|
| 1 | 40 | \$18.60 | \$10.15 | \$2.50 | \$0.00 | \$31.25 |
| 2 | 50 | \$23.25 | \$10.15 | \$2.50 | \$0.00 | \$35.90 |
| 3 | 60 | \$27.89 | \$10.15 | \$8.80 | \$0.00 | \$46.84 |
| 4 | 70 | \$32.54 | \$10.15 | \$14.08 | \$0.00 | \$56.77 |
| 5 | 80 | \$37.19 | \$10.15 | \$17.60 | \$0.00 | \$64.94 |

Notes:
Steps 2000hrs. Prior 9/1/05; 40/40/45/50/55/60/65/75/80/85

Apprentice to Journeyworker Ratio:1:3

| | | | | | | |
|---|------------|---------|---------|---------|--------|---------|
| PNEUMATIC CONTROLS (TEMP.) <i>PLUMBERS & PIPEFITTERS LOCAL 51</i> | 08/30/2021 | \$46.49 | \$10.15 | \$19.95 | \$0.00 | \$76.59 |
|---|------------|---------|---------|---------|--------|---------|

For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"

| | | | | | | |
|--|------------|---------|--------|---------|--------|---------|
| PNEUMATIC DRILL/TOOL OPERATOR <i>LABORERS - ZONE 2</i> | 12/01/2022 | \$37.41 | \$9.10 | \$16.64 | \$0.00 | \$63.15 |
| | 06/01/2023 | \$37.71 | \$9.40 | \$16.89 | \$0.00 | \$64.00 |
| | 12/01/2023 | \$38.61 | \$9.40 | \$16.89 | \$0.00 | \$64.90 |

For apprentice rates see "Apprentice- LABORER"

| Classification | Effective Date | Base Wage | Health | Pension | Supplemental Unemployment | Total Rate |
|---|----------------|-----------|---------|---------|---------------------------|------------|
| PNEUMATIC DRILL/TOOL OPERATOR (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i> | 12/01/2022 | \$36.81 | \$9.35 | \$16.89 | \$0.00 | \$63.05 |
| | 06/01/2023 | \$37.71 | \$9.40 | \$16.89 | \$0.00 | \$64.00 |
| | 12/01/2023 | \$38.61 | \$9.40 | \$16.89 | \$0.00 | \$64.90 |
| | 06/01/2024 | \$39.94 | \$9.40 | \$16.89 | \$0.00 | \$66.23 |
| | 12/01/2024 | \$41.27 | \$9.40 | \$16.89 | \$0.00 | \$67.56 |
| | 06/01/2025 | \$42.66 | \$9.40 | \$16.89 | \$0.00 | \$68.95 |
| | 12/01/2025 | \$44.04 | \$9.40 | \$16.89 | \$0.00 | \$70.33 |
| | 06/01/2026 | \$45.48 | \$9.40 | \$16.89 | \$0.00 | \$71.77 |
| | 12/01/2026 | \$46.92 | \$9.40 | \$16.89 | \$0.00 | \$73.21 |
| For apprentice rates see "Apprentice- LABORER (Heavy and Highway) | | | | | | |
| POWDERMAN & BLASTER <i>LABORERS - ZONE 2</i> | 12/01/2022 | \$38.16 | \$9.10 | \$16.64 | \$0.00 | \$63.90 |
| | 06/01/2023 | \$38.46 | \$9.40 | \$16.89 | \$0.00 | \$64.75 |
| | 12/01/2023 | \$39.36 | \$9.40 | \$16.89 | \$0.00 | \$65.65 |
| For apprentice rates see "Apprentice- LABORER" | | | | | | |
| POWDERMAN & BLASTER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i> | 12/01/2022 | \$37.56 | \$9.35 | \$16.89 | \$0.00 | \$63.80 |
| | 06/01/2023 | \$38.46 | \$9.40 | \$16.89 | \$0.00 | \$64.75 |
| | 12/01/2023 | \$39.36 | \$9.40 | \$16.89 | \$0.00 | \$65.65 |
| | 06/01/2024 | \$40.69 | \$9.40 | \$16.89 | \$0.00 | \$66.98 |
| | 12/01/2024 | \$42.02 | \$9.40 | \$16.89 | \$0.00 | \$68.31 |
| | 06/01/2025 | \$43.41 | \$9.40 | \$16.89 | \$0.00 | \$69.70 |
| | 12/01/2025 | \$44.79 | \$9.40 | \$16.89 | \$0.00 | \$71.08 |
| | 06/01/2026 | \$46.23 | \$9.40 | \$16.89 | \$0.00 | \$72.52 |
| | 12/01/2026 | \$47.67 | \$9.40 | \$16.89 | \$0.00 | \$73.96 |
| For apprentice rates see "Apprentice- LABORER (Heavy and Highway) | | | | | | |
| POWER SHOVEL/DERRICK/TRENCHING MACHINE <i>OPERATING ENGINEERS LOCAL 4</i> | 12/01/2022 | \$53.63 | \$14.25 | \$16.05 | \$0.00 | \$83.93 |
| | 06/01/2023 | \$54.88 | \$14.25 | \$16.05 | \$0.00 | \$85.18 |
| | 12/01/2023 | \$56.13 | \$14.25 | \$16.05 | \$0.00 | \$86.43 |
| | 06/01/2024 | \$57.43 | \$14.25 | \$16.05 | \$0.00 | \$87.73 |
| | 12/01/2024 | \$58.88 | \$14.25 | \$16.05 | \$0.00 | \$89.18 |
| | 06/01/2025 | \$60.18 | \$14.25 | \$16.05 | \$0.00 | \$90.48 |
| | 12/01/2025 | \$61.63 | \$14.25 | \$16.05 | \$0.00 | \$91.93 |
| | 06/01/2026 | \$62.93 | \$14.25 | \$16.05 | \$0.00 | \$93.23 |
| | 12/01/2026 | \$64.38 | \$14.25 | \$16.05 | \$0.00 | \$94.68 |
| For apprentice rates see "Apprentice- OPERATING ENGINEERS" | | | | | | |
| PUMP OPERATOR (CONCRETE) <i>OPERATING ENGINEERS LOCAL 4</i> | 12/01/2022 | \$53.63 | \$14.25 | \$16.05 | \$0.00 | \$83.93 |
| | 06/01/2023 | \$54.88 | \$14.25 | \$16.05 | \$0.00 | \$85.18 |
| | 12/01/2023 | \$56.13 | \$14.25 | \$16.05 | \$0.00 | \$86.43 |
| | 06/01/2024 | \$57.43 | \$14.25 | \$16.05 | \$0.00 | \$87.73 |
| | 12/01/2024 | \$58.88 | \$14.25 | \$16.05 | \$0.00 | \$89.18 |
| | 06/01/2025 | \$60.18 | \$14.25 | \$16.05 | \$0.00 | \$90.48 |
| | 12/01/2025 | \$61.63 | \$14.25 | \$16.05 | \$0.00 | \$91.93 |
| | 06/01/2026 | \$62.93 | \$14.25 | \$16.05 | \$0.00 | \$93.23 |
| | 12/01/2026 | \$64.38 | \$14.25 | \$16.05 | \$0.00 | \$94.68 |
| For apprentice rates see "Apprentice- OPERATING ENGINEERS" | | | | | | |

| Classification | Effective Date | Base Wage | Health | Pension | Supplemental Unemployment | Total Rate |
|--|----------------|-----------|---------|---------|---------------------------|------------|
| PUMP OPERATOR (DEWATERING, OTHER) <i>OPERATING ENGINEERS LOCAL 4</i> | 12/01/2022 | \$35.08 | \$14.25 | \$16.05 | \$0.00 | \$65.38 |
| | 06/01/2023 | \$35.90 | \$14.25 | \$16.05 | \$0.00 | \$66.20 |
| | 12/01/2023 | \$36.72 | \$14.25 | \$16.05 | \$0.00 | \$67.02 |
| | 06/01/2024 | \$37.57 | \$14.25 | \$16.05 | \$0.00 | \$67.87 |
| | 12/01/2024 | \$38.52 | \$14.25 | \$16.05 | \$0.00 | \$68.82 |
| | 06/01/2025 | \$39.37 | \$14.25 | \$16.05 | \$0.00 | \$69.67 |
| | 12/01/2025 | \$40.32 | \$14.25 | \$16.05 | \$0.00 | \$70.62 |
| | 06/01/2026 | \$41.18 | \$14.25 | \$16.05 | \$0.00 | \$71.48 |
| | 12/01/2026 | \$42.13 | \$14.25 | \$16.05 | \$0.00 | \$72.43 |
| For apprentice rates see "Apprentice- OPERATING ENGINEERS" | | | | | | |
| READY-MIX CONCRETE DRIVER <i>TEAMSTERS 653 - Southeastern Concrete (Weymouth)</i> | 05/01/2023 | \$25.00 | \$13.41 | \$6.90 | \$0.00 | \$45.31 |
| | 08/01/2023 | \$25.00 | \$13.91 | \$6.90 | \$0.00 | \$45.81 |
| RECLAIMERS <i>OPERATING ENGINEERS LOCAL 4</i> | 12/01/2022 | \$53.05 | \$14.25 | \$16.05 | \$0.00 | \$83.35 |
| | 06/01/2023 | \$54.29 | \$14.25 | \$16.05 | \$0.00 | \$84.59 |
| | 12/01/2023 | \$55.53 | \$14.25 | \$16.05 | \$0.00 | \$85.83 |
| | 06/01/2024 | \$56.81 | \$14.25 | \$16.05 | \$0.00 | \$87.11 |
| | 12/01/2024 | \$58.25 | \$14.25 | \$16.05 | \$0.00 | \$88.55 |
| | 06/01/2025 | \$59.53 | \$14.25 | \$16.05 | \$0.00 | \$89.83 |
| | 12/01/2025 | \$60.97 | \$14.25 | \$16.05 | \$0.00 | \$91.27 |
| | 06/01/2026 | \$62.25 | \$14.25 | \$16.05 | \$0.00 | \$92.55 |
| | 12/01/2026 | \$63.69 | \$14.25 | \$16.05 | \$0.00 | \$93.99 |
| For apprentice rates see "Apprentice- OPERATING ENGINEERS" | | | | | | |
| RIDE-ON MOTORIZED BUGGY OPERATOR <i>LABORERS - ZONE 2</i> | 12/01/2022 | \$37.41 | \$9.10 | \$16.64 | \$0.00 | \$63.15 |
| | 06/01/2023 | \$37.71 | \$9.40 | \$16.89 | \$0.00 | \$64.00 |
| | 12/01/2023 | \$38.61 | \$9.40 | \$16.89 | \$0.00 | \$64.90 |
| For apprentice rates see "Apprentice- LABORER" | | | | | | |
| ROLLER/SPREADER/MULCHING MACHINE <i>OPERATING ENGINEERS LOCAL 4</i> | 12/01/2022 | \$53.05 | \$14.25 | \$16.05 | \$0.00 | \$83.35 |
| | 06/01/2023 | \$54.29 | \$14.25 | \$16.05 | \$0.00 | \$84.59 |
| | 12/01/2023 | \$55.53 | \$14.25 | \$16.05 | \$0.00 | \$85.83 |
| | 06/01/2024 | \$56.81 | \$14.25 | \$16.05 | \$0.00 | \$87.11 |
| | 12/01/2024 | \$58.25 | \$14.25 | \$16.05 | \$0.00 | \$88.55 |
| | 06/01/2025 | \$59.53 | \$14.25 | \$16.05 | \$0.00 | \$89.83 |
| | 12/01/2025 | \$60.97 | \$14.25 | \$16.05 | \$0.00 | \$91.27 |
| | 06/01/2026 | \$62.25 | \$14.25 | \$16.05 | \$0.00 | \$92.55 |
| | 12/01/2026 | \$63.69 | \$14.25 | \$16.05 | \$0.00 | \$93.99 |
| For apprentice rates see "Apprentice- OPERATING ENGINEERS" | | | | | | |
| ROOFER (Inc.Roofer Waterproofing &Roofer Damproofg) <i>ROOFERS LOCAL 33</i> | 02/01/2023 | \$48.53 | \$12.78 | \$20.20 | \$0.00 | \$81.51 |
| | 08/01/2023 | \$50.03 | \$12.78 | \$20.20 | \$0.00 | \$83.01 |
| | 02/01/2024 | \$51.28 | \$12.78 | \$20.20 | \$0.00 | \$84.26 |
| | 08/01/2024 | \$52.78 | \$12.78 | \$20.20 | \$0.00 | \$85.76 |
| | 02/01/2025 | \$54.03 | \$12.78 | \$20.20 | \$0.00 | \$87.01 |
| | 08/01/2025 | \$55.53 | \$12.78 | \$20.20 | \$0.00 | \$88.51 |
| | 02/01/2026 | \$56.78 | \$12.78 | \$20.20 | \$0.00 | \$89.76 |

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - ROOFER - Local 33

Effective Date - 02/01/2023

| Step | percent | Apprentice Base Wage | Health | Pension | Supplemental Unemployment | Total Rate |
|------|---------|----------------------|---------|---------|---------------------------|------------|
| 1 | 50 | \$24.27 | \$12.78 | \$5.59 | \$0.00 | \$42.64 |
| 2 | 60 | \$29.12 | \$12.78 | \$20.20 | \$0.00 | \$62.10 |
| 3 | 65 | \$31.54 | \$12.78 | \$20.20 | \$0.00 | \$64.52 |
| 4 | 75 | \$36.40 | \$12.78 | \$20.20 | \$0.00 | \$69.38 |
| 5 | 85 | \$41.25 | \$12.78 | \$20.20 | \$0.00 | \$74.23 |

Effective Date - 08/01/2023

| Step | percent | Apprentice Base Wage | Health | Pension | Supplemental Unemployment | Total Rate |
|------|---------|----------------------|---------|---------|---------------------------|------------|
| 1 | 50 | \$25.02 | \$12.78 | \$5.59 | \$0.00 | \$43.39 |
| 2 | 60 | \$30.02 | \$12.78 | \$20.20 | \$0.00 | \$63.00 |
| 3 | 65 | \$32.52 | \$12.78 | \$20.20 | \$0.00 | \$65.50 |
| 4 | 75 | \$37.52 | \$12.78 | \$20.20 | \$0.00 | \$70.50 |
| 5 | 85 | \$42.53 | \$12.78 | \$20.20 | \$0.00 | \$75.51 |

Notes: ** 1:5, 2:6-10, the 1:10; Reroofing: 1:4, then 1:1
 Step 1 is 2000 hrs.; Steps 2-5 are 1000 hrs.
 (Hot Pitch Mechanics' receive \$1.00 hr. above ROOFER)

Apprentice to Journeyworker Ratio:**

| | | | | | | |
|--|------------|---------|---------|---------|--------|---------|
| ROOFER SLATE / TILE / PRECAST CONCRETE | 02/01/2023 | \$48.78 | \$12.78 | \$20.20 | \$0.00 | \$81.76 |
| ROOFERS LOCAL 33 | 08/01/2023 | \$50.28 | \$12.78 | \$20.20 | \$0.00 | \$83.26 |
| | 02/01/2024 | \$51.53 | \$12.78 | \$20.20 | \$0.00 | \$84.51 |
| | 08/01/2024 | \$53.03 | \$12.78 | \$20.20 | \$0.00 | \$86.01 |
| | 02/01/2025 | \$54.28 | \$12.78 | \$20.20 | \$0.00 | \$87.26 |
| | 08/01/2025 | \$55.78 | \$12.78 | \$20.20 | \$0.00 | \$88.76 |
| | 02/01/2026 | \$57.03 | \$12.78 | \$20.20 | \$0.00 | \$90.01 |

For apprentice rates see "Apprentice- ROOFER"

| | | | | | | |
|---------------------------------|------------|---------|---------|---------|--------|---------|
| SHEETMETAL WORKER | 04/01/2023 | \$39.29 | \$14.27 | \$18.40 | \$2.16 | \$74.12 |
| SHEETMETAL WORKERS LOCAL 17 - B | 10/01/2023 | \$40.54 | \$14.27 | \$18.40 | \$2.16 | \$75.37 |
| | 04/01/2024 | \$42.04 | \$14.27 | \$18.40 | \$2.16 | \$76.87 |
| | 10/01/2024 | \$43.29 | \$14.27 | \$18.40 | \$2.16 | \$78.12 |
| | 04/01/2025 | \$44.79 | \$14.27 | \$18.40 | \$2.16 | \$79.62 |
| | 10/01/2025 | \$46.04 | \$14.27 | \$18.40 | \$2.16 | \$80.87 |
| | 04/01/2026 | \$47.54 | \$14.27 | \$18.40 | \$2.16 | \$82.37 |

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - SHEET METAL WORKER - Local 17-B

Effective Date - 04/01/2023

| Step | percent | Apprentice Base Wage | Health | Pension | Supplemental Unemployment | Total Rate |
|------|---------|----------------------|---------|---------|---------------------------|------------|
| 1 | 40 | \$15.72 | \$14.27 | \$4.18 | \$1.06 | \$35.23 |
| 2 | 45 | \$17.68 | \$14.27 | \$4.71 | \$1.13 | \$37.79 |
| 3 | 50 | \$19.65 | \$14.27 | \$11.44 | \$1.40 | \$46.76 |
| 4 | 55 | \$21.61 | \$14.27 | \$11.44 | \$1.46 | \$48.78 |
| 5 | 60 | \$23.57 | \$14.27 | \$14.99 | \$1.59 | \$54.42 |
| 6 | 65 | \$25.54 | \$14.27 | \$15.28 | \$1.65 | \$56.74 |
| 7 | 70 | \$27.50 | \$14.27 | \$15.58 | \$1.72 | \$59.07 |
| 8 | 75 | \$29.47 | \$14.27 | \$15.87 | \$1.79 | \$61.40 |
| 9 | 80 | \$31.43 | \$14.27 | \$16.17 | \$1.86 | \$63.73 |
| 10 | 85 | \$33.40 | \$14.27 | \$16.46 | \$1.92 | \$66.05 |

Effective Date - 10/01/2023

| Step | percent | Apprentice Base Wage | Health | Pension | Supplemental Unemployment | Total Rate |
|------|---------|----------------------|---------|---------|---------------------------|------------|
| 1 | 40 | \$16.22 | \$14.27 | \$4.18 | \$1.06 | \$35.73 |
| 2 | 45 | \$18.24 | \$14.27 | \$4.71 | \$1.13 | \$38.35 |
| 3 | 50 | \$20.27 | \$14.27 | \$11.44 | \$1.40 | \$47.38 |
| 4 | 55 | \$22.30 | \$14.27 | \$11.44 | \$1.46 | \$49.47 |
| 5 | 60 | \$24.32 | \$14.27 | \$14.99 | \$1.59 | \$55.17 |
| 6 | 65 | \$26.35 | \$14.27 | \$15.28 | \$1.65 | \$57.55 |
| 7 | 70 | \$28.38 | \$14.27 | \$15.58 | \$1.72 | \$59.95 |
| 8 | 75 | \$30.41 | \$14.27 | \$15.87 | \$1.79 | \$62.34 |
| 9 | 80 | \$32.43 | \$14.27 | \$16.17 | \$1.86 | \$64.73 |
| 10 | 85 | \$34.46 | \$14.27 | \$16.46 | \$1.92 | \$67.11 |

Notes:

Apprentice to Journeyworker Ratio:1:3

| | | | | | | |
|--|------------|---------|---------|---------|--------|----------|
| SPECIALIZED EARTH MOVING EQUIP < 35 TONS <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i> | 12/01/2021 | \$36.24 | \$13.41 | \$16.01 | \$0.00 | \$65.66 |
| SPECIALIZED EARTH MOVING EQUIP > 35 TONS <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i> | 12/01/2021 | \$36.53 | \$13.41 | \$16.01 | \$0.00 | \$65.95 |
| SPRINKLER FITTER <i>SPRINKLER FITTERS LOCAL 550 - (Section B) Zone 2</i> | 03/01/2023 | \$59.58 | \$10.90 | \$23.20 | \$0.00 | \$93.68 |
| | 10/01/2023 | \$61.16 | \$10.90 | \$23.20 | \$0.00 | \$95.26 |
| | 03/01/2024 | \$62.78 | \$10.90 | \$23.20 | \$0.00 | \$96.88 |
| | 10/01/2024 | \$64.40 | \$10.90 | \$23.20 | \$0.00 | \$98.50 |
| | 03/01/2025 | \$66.02 | \$10.90 | \$23.20 | \$0.00 | \$100.12 |

Apprentice - SPRINKLER FITTER - Local 550 (Section B) Zone 2

Effective Date - 03/01/2023

| Step | percent | Apprentice Base Wage | Health | Pension | Supplemental Unemployment | Total Rate |
|------|---------|----------------------|---------|---------|---------------------------|------------|
| 1 | 35 | \$20.85 | \$10.90 | \$9.70 | \$0.00 | \$41.45 |
| 2 | 40 | \$23.83 | \$10.90 | \$9.70 | \$0.00 | \$44.43 |
| 3 | 45 | \$26.81 | \$10.90 | \$9.70 | \$0.00 | \$47.41 |
| 4 | 50 | \$29.79 | \$10.90 | \$9.70 | \$0.00 | \$50.39 |
| 5 | 55 | \$32.77 | \$10.90 | \$9.70 | \$0.00 | \$53.37 |
| 6 | 60 | \$35.75 | \$10.90 | \$11.20 | \$0.00 | \$57.85 |
| 7 | 65 | \$38.73 | \$10.90 | \$11.20 | \$0.00 | \$60.83 |
| 8 | 70 | \$41.71 | \$10.90 | \$11.20 | \$0.00 | \$63.81 |
| 9 | 75 | \$44.69 | \$10.90 | \$11.20 | \$0.00 | \$66.79 |
| 10 | 80 | \$47.66 | \$10.90 | \$11.20 | \$0.00 | \$69.76 |

Effective Date - 10/01/2023

| Step | percent | Apprentice Base Wage | Health | Pension | Supplemental Unemployment | Total Rate |
|------|---------|----------------------|---------|---------|---------------------------|------------|
| 1 | 35 | \$21.41 | \$10.90 | \$9.70 | \$0.00 | \$42.01 |
| 2 | 40 | \$24.46 | \$10.90 | \$9.70 | \$0.00 | \$45.06 |
| 3 | 45 | \$27.52 | \$10.90 | \$9.70 | \$0.00 | \$48.12 |
| 4 | 50 | \$30.58 | \$10.90 | \$9.70 | \$0.00 | \$51.18 |
| 5 | 55 | \$33.64 | \$10.90 | \$9.70 | \$0.00 | \$54.24 |
| 6 | 60 | \$36.70 | \$10.90 | \$11.20 | \$0.00 | \$58.80 |
| 7 | 65 | \$39.75 | \$10.90 | \$11.20 | \$0.00 | \$61.85 |
| 8 | 70 | \$42.81 | \$10.90 | \$11.20 | \$0.00 | \$64.91 |
| 9 | 75 | \$45.87 | \$10.90 | \$11.20 | \$0.00 | \$67.97 |
| 10 | 80 | \$48.93 | \$10.90 | \$11.20 | \$0.00 | \$71.03 |

Notes: Apprentice entered prior 9/30/10:
40/45/50/55/60/65/70/75/80/85
Steps are 850 hours

Apprentice to Journeyworker Ratio:1:3

| | | | | | | |
|-----------------------------|------------|---------|---------|---------|--------|---------|
| STEAM BOILER OPERATOR | 12/01/2022 | \$53.05 | \$14.25 | \$16.05 | \$0.00 | \$83.35 |
| OPERATING ENGINEERS LOCAL 4 | 06/01/2023 | \$54.29 | \$14.25 | \$16.05 | \$0.00 | \$84.59 |
| | 12/01/2023 | \$55.53 | \$14.25 | \$16.05 | \$0.00 | \$85.83 |
| | 06/01/2024 | \$56.81 | \$14.25 | \$16.05 | \$0.00 | \$87.11 |
| | 12/01/2024 | \$58.25 | \$14.25 | \$16.05 | \$0.00 | \$88.55 |
| | 06/01/2025 | \$59.53 | \$14.25 | \$16.05 | \$0.00 | \$89.83 |
| | 12/01/2025 | \$60.97 | \$14.25 | \$16.05 | \$0.00 | \$91.27 |
| | 06/01/2026 | \$62.25 | \$14.25 | \$16.05 | \$0.00 | \$92.55 |
| | 12/01/2026 | \$63.69 | \$14.25 | \$16.05 | \$0.00 | \$93.99 |

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

| Classification | Effective Date | Base Wage | Health | Pension | Supplemental Unemployment | Total Rate |
|--|----------------|-----------|---------|---------|---------------------------|------------|
| TAMPERS, SELF-PROPELLED OR TRACTOR DRAWN <i>OPERATING ENGINEERS LOCAL 4</i> | 12/01/2022 | \$53.05 | \$14.25 | \$16.05 | \$0.00 | \$83.35 |
| | 06/01/2023 | \$54.29 | \$14.25 | \$16.05 | \$0.00 | \$84.59 |
| | 12/01/2023 | \$55.53 | \$14.25 | \$16.05 | \$0.00 | \$85.83 |
| | 06/01/2024 | \$56.81 | \$14.25 | \$16.05 | \$0.00 | \$87.11 |
| | 12/01/2024 | \$58.25 | \$14.25 | \$16.05 | \$0.00 | \$88.55 |
| | 06/01/2025 | \$59.53 | \$14.25 | \$16.05 | \$0.00 | \$89.83 |
| | 12/01/2025 | \$60.97 | \$14.25 | \$16.05 | \$0.00 | \$91.27 |
| | 06/01/2026 | \$62.25 | \$14.25 | \$16.05 | \$0.00 | \$92.55 |
| | 12/01/2026 | \$63.69 | \$14.25 | \$16.05 | \$0.00 | \$93.99 |

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

| | | | | | | |
|---|------------|---------|---------|---------|--------|---------|
| TELECOMMUNICATION TECHNICIAN <i>ELECTRICIANS LOCAL 223</i> | 09/01/2022 | \$38.16 | \$11.25 | \$13.31 | \$0.00 | \$62.72 |
| | 09/01/2023 | \$39.40 | \$11.50 | \$13.91 | \$0.00 | \$64.81 |
| | 09/01/2024 | \$40.69 | \$11.75 | \$14.53 | \$0.00 | \$66.97 |

Apprentice - TELECOMMUNICATION TECHNICIAN - Local 223

Effective Date - 09/01/2022

| Step | percent | Apprentice Base Wage | Health | Pension | Supplemental Unemployment | Total Rate |
|------|---------|----------------------|--------|---------|---------------------------|------------|
| 1 | 0 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |

Notes: See Electrician Apprentice Wages

Telecom Apprentice Wages shall be the same as the Electrician Apprentice Wages

Apprentice to Journeyworker Ratio:2:3***

| | | | | | | |
|--|------------|---------|---------|---------|--------|----------|
| TERRAZZO FINISHERS <i>BRICKLAYERS LOCAL 3 - MARBLE & TILE</i> | 02/01/2023 | \$59.29 | \$11.49 | \$22.34 | \$0.00 | \$93.12 |
| | 08/01/2023 | \$61.34 | \$11.49 | \$22.34 | \$0.00 | \$95.17 |
| | 02/01/2024 | \$62.59 | \$11.49 | \$22.34 | \$0.00 | \$96.42 |
| | 08/01/2024 | \$64.69 | \$11.49 | \$22.34 | \$0.00 | \$98.52 |
| | 02/01/2025 | \$65.99 | \$11.49 | \$22.34 | \$0.00 | \$99.82 |
| | 08/01/2025 | \$68.14 | \$11.49 | \$22.34 | \$0.00 | \$101.97 |
| | 02/01/2026 | \$69.49 | \$11.49 | \$22.34 | \$0.00 | \$103.32 |
| | 08/01/2026 | \$71.69 | \$11.49 | \$22.34 | \$0.00 | \$105.52 |
| | 02/01/2027 | \$73.09 | \$11.49 | \$22.34 | \$0.00 | \$106.92 |

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - TERRAZZO FINISHER - Local 3 Marble & Tile

Effective Date - 02/01/2023

| Step | percent | Apprentice Base Wage | Health | Pension | Supplemental Unemployment | Total Rate |
|------|---------|----------------------|---------|---------|---------------------------|------------|
| 1 | 50 | \$29.65 | \$11.49 | \$22.34 | \$0.00 | \$63.48 |
| 2 | 60 | \$35.57 | \$11.49 | \$22.34 | \$0.00 | \$69.40 |
| 3 | 70 | \$41.50 | \$11.49 | \$22.34 | \$0.00 | \$75.33 |
| 4 | 80 | \$47.43 | \$11.49 | \$22.34 | \$0.00 | \$81.26 |
| 5 | 90 | \$53.36 | \$11.49 | \$22.34 | \$0.00 | \$87.19 |

Effective Date - 08/01/2023

| Step | percent | Apprentice Base Wage | Health | Pension | Supplemental Unemployment | Total Rate |
|------|---------|----------------------|---------|---------|---------------------------|------------|
| 1 | 50 | \$30.67 | \$11.49 | \$22.34 | \$0.00 | \$64.50 |
| 2 | 60 | \$36.80 | \$11.49 | \$22.34 | \$0.00 | \$70.63 |
| 3 | 70 | \$42.94 | \$11.49 | \$22.34 | \$0.00 | \$76.77 |
| 4 | 80 | \$49.07 | \$11.49 | \$22.34 | \$0.00 | \$82.90 |
| 5 | 90 | \$55.21 | \$11.49 | \$22.34 | \$0.00 | \$89.04 |

Notes:

Apprentice to Journeyworker Ratio:1:3

| | | | | | | |
|--|------------|---------|--------|---------|--------|---------|
| TEST BORING DRILLER <i>LABORERS - FOUNDATION AND MARINE</i> | 12/01/2022 | \$46.58 | \$9.35 | \$17.97 | \$0.00 | \$73.90 |
| | 06/01/2023 | \$47.58 | \$9.40 | \$17.97 | \$0.00 | \$74.95 |
| | 12/01/2023 | \$48.83 | \$9.40 | \$17.97 | \$0.00 | \$76.20 |
| | 06/01/2024 | \$50.31 | \$9.40 | \$17.97 | \$0.00 | \$77.68 |
| | 12/01/2024 | \$51.78 | \$9.40 | \$17.97 | \$0.00 | \$79.15 |
| | 06/01/2025 | \$53.28 | \$9.40 | \$17.97 | \$0.00 | \$80.65 |
| | 12/01/2025 | \$54.78 | \$9.40 | \$17.97 | \$0.00 | \$82.15 |
| | 06/01/2026 | \$56.33 | \$9.40 | \$17.97 | \$0.00 | \$83.70 |
| | 12/01/2026 | \$57.83 | \$9.40 | \$17.97 | \$0.00 | \$85.20 |

For apprentice rates see "Apprentice- LABORER"

| | | | | | | |
|---|------------|---------|--------|---------|--------|---------|
| TEST BORING DRILLER HELPER <i>LABORERS - FOUNDATION AND MARINE</i> | 12/01/2022 | \$42.70 | \$9.35 | \$17.97 | \$0.00 | \$70.02 |
| | 06/01/2023 | \$43.70 | \$9.40 | \$17.97 | \$0.00 | \$71.07 |
| | 12/01/2023 | \$44.95 | \$9.40 | \$17.97 | \$0.00 | \$72.32 |
| | 06/01/2024 | \$46.43 | \$9.40 | \$17.97 | \$0.00 | \$73.80 |
| | 12/01/2024 | \$47.90 | \$9.40 | \$17.97 | \$0.00 | \$75.27 |
| | 06/01/2025 | \$49.40 | \$9.40 | \$17.97 | \$0.00 | \$76.77 |
| | 12/01/2025 | \$50.90 | \$9.40 | \$17.97 | \$0.00 | \$78.27 |
| | 06/01/2026 | \$52.45 | \$9.40 | \$17.97 | \$0.00 | \$79.82 |
| | 12/01/2026 | \$53.95 | \$9.40 | \$17.97 | \$0.00 | \$81.32 |

For apprentice rates see "Apprentice- LABORER"

| Classification | Effective Date | Base Wage | Health | Pension | Supplemental Unemployment | Total Rate |
|---|----------------|-----------|---------|---------|---------------------------|------------|
| TEST BORING LABORER <i>LABORERS - FOUNDATION AND MARINE</i> | 12/01/2022 | \$42.58 | \$9.35 | \$17.97 | \$0.00 | \$69.90 |
| | 06/01/2023 | \$43.58 | \$9.40 | \$17.97 | \$0.00 | \$70.95 |
| | 12/01/2023 | \$44.83 | \$9.40 | \$17.97 | \$0.00 | \$72.20 |
| | 06/01/2024 | \$46.31 | \$9.40 | \$17.97 | \$0.00 | \$73.68 |
| | 12/01/2024 | \$47.78 | \$9.40 | \$17.97 | \$0.00 | \$75.15 |
| | 06/01/2025 | \$49.28 | \$9.40 | \$17.97 | \$0.00 | \$76.65 |
| | 12/01/2025 | \$50.78 | \$9.40 | \$17.97 | \$0.00 | \$78.15 |
| | 06/01/2026 | \$52.33 | \$9.40 | \$17.97 | \$0.00 | \$79.70 |
| | 12/01/2026 | \$53.83 | \$9.40 | \$17.97 | \$0.00 | \$81.20 |
| For apprentice rates see "Apprentice- LABORER" | | | | | | |
| TRACTORS/PORTABLE STEAM GENERATORS <i>OPERATING ENGINEERS LOCAL 4</i> | 12/01/2022 | \$53.05 | \$14.25 | \$16.05 | \$0.00 | \$83.35 |
| | 06/01/2023 | \$54.29 | \$14.25 | \$16.05 | \$0.00 | \$84.59 |
| | 12/01/2023 | \$55.53 | \$14.25 | \$16.05 | \$0.00 | \$85.83 |
| | 06/01/2024 | \$56.81 | \$14.25 | \$16.05 | \$0.00 | \$87.11 |
| | 12/01/2024 | \$58.25 | \$14.25 | \$16.05 | \$0.00 | \$88.55 |
| | 06/01/2025 | \$59.53 | \$14.25 | \$16.05 | \$0.00 | \$89.83 |
| | 12/01/2025 | \$60.97 | \$14.25 | \$16.05 | \$0.00 | \$91.27 |
| | 06/01/2026 | \$62.25 | \$14.25 | \$16.05 | \$0.00 | \$92.55 |
| | 12/01/2026 | \$63.69 | \$14.25 | \$16.05 | \$0.00 | \$93.99 |
| For apprentice rates see "Apprentice- OPERATING ENGINEERS" | | | | | | |
| TRAILERS FOR EARTH MOVING EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i> | 12/01/2021 | \$36.82 | \$13.41 | \$16.01 | \$0.00 | \$66.24 |
| TUNNEL WORK - COMPRESSED AIR <i>LABORERS (COMPRESSED AIR)</i> | 12/01/2022 | \$54.81 | \$9.35 | \$18.42 | \$0.00 | \$82.58 |
| | 06/01/2023 | \$55.81 | \$9.40 | \$18.42 | \$0.00 | \$83.63 |
| | 12/01/2023 | \$57.06 | \$9.40 | \$18.42 | \$0.00 | \$84.88 |
| | 06/01/2024 | \$58.54 | \$9.40 | \$18.42 | \$0.00 | \$86.36 |
| | 12/01/2024 | \$60.01 | \$9.40 | \$18.42 | \$0.00 | \$87.83 |
| | 06/01/2025 | \$61.51 | \$9.40 | \$18.42 | \$0.00 | \$89.33 |
| | 12/01/2025 | \$63.01 | \$9.40 | \$18.42 | \$0.00 | \$90.83 |
| | 06/01/2026 | \$64.56 | \$9.40 | \$18.42 | \$0.00 | \$92.38 |
| | 12/01/2026 | \$66.06 | \$9.40 | \$18.42 | \$0.00 | \$93.88 |
| For apprentice rates see "Apprentice- LABORER" | | | | | | |
| TUNNEL WORK - COMPRESSED AIR (HAZ. WASTE) <i>LABORERS (COMPRESSED AIR)</i> | 12/01/2022 | \$56.81 | \$9.35 | \$18.42 | \$0.00 | \$84.58 |
| | 06/01/2023 | \$57.81 | \$9.40 | \$18.42 | \$0.00 | \$85.63 |
| | 12/01/2023 | \$59.06 | \$9.40 | \$18.42 | \$0.00 | \$86.88 |
| | 06/01/2024 | \$60.54 | \$9.40 | \$18.42 | \$0.00 | \$88.36 |
| | 12/01/2024 | \$62.01 | \$9.40 | \$18.42 | \$0.00 | \$89.83 |
| | 06/01/2025 | \$63.51 | \$9.40 | \$18.42 | \$0.00 | \$91.33 |
| | 12/01/2025 | \$65.01 | \$9.40 | \$18.42 | \$0.00 | \$92.83 |
| | 06/01/2026 | \$66.56 | \$9.40 | \$18.42 | \$0.00 | \$94.38 |
| | 12/01/2026 | \$68.06 | \$9.40 | \$18.42 | \$0.00 | \$95.88 |
| For apprentice rates see "Apprentice- LABORER" | | | | | | |

| Classification | Effective Date | Base Wage | Health | Pension | Supplemental Unemployment | Total Rate |
|--|----------------|-----------|---------|---------|---------------------------|------------|
| TUNNEL WORK - FREE AIR <i>LABORERS (FREE AIR TUNNEL)</i> | 12/01/2022 | \$46.88 | \$9.35 | \$18.42 | \$0.00 | \$74.65 |
| | 06/01/2023 | \$47.88 | \$9.40 | \$18.42 | \$0.00 | \$75.70 |
| | 12/01/2023 | \$49.13 | \$9.40 | \$18.42 | \$0.00 | \$76.95 |
| | 06/01/2024 | \$50.61 | \$9.40 | \$18.42 | \$0.00 | \$78.43 |
| | 12/01/2024 | \$52.08 | \$9.40 | \$18.42 | \$0.00 | \$79.90 |
| | 06/01/2025 | \$53.58 | \$9.40 | \$18.42 | \$0.00 | \$81.40 |
| | 12/01/2025 | \$55.08 | \$9.40 | \$18.42 | \$0.00 | \$82.90 |
| | 06/01/2026 | \$56.63 | \$9.40 | \$18.42 | \$0.00 | \$84.45 |
| | 12/01/2026 | \$58.13 | \$9.40 | \$18.42 | \$0.00 | \$85.95 |
| For apprentice rates see "Apprentice- LABORER" | | | | | | |
| TUNNEL WORK - FREE AIR (HAZ. WASTE) <i>LABORERS (FREE AIR TUNNEL)</i> | 12/01/2022 | \$48.88 | \$9.35 | \$18.42 | \$0.00 | \$76.65 |
| | 06/01/2023 | \$49.88 | \$9.40 | \$18.42 | \$0.00 | \$77.70 |
| | 12/01/2023 | \$51.13 | \$9.40 | \$18.42 | \$0.00 | \$78.95 |
| | 06/01/2024 | \$52.61 | \$9.40 | \$18.42 | \$0.00 | \$80.43 |
| | 12/01/2024 | \$54.08 | \$9.40 | \$18.42 | \$0.00 | \$81.90 |
| | 06/01/2025 | \$55.58 | \$9.40 | \$18.42 | \$0.00 | \$83.40 |
| | 12/01/2025 | \$57.08 | \$9.40 | \$18.42 | \$0.00 | \$84.90 |
| | 06/01/2026 | \$58.63 | \$9.40 | \$18.42 | \$0.00 | \$86.45 |
| | 12/01/2026 | \$60.13 | \$9.40 | \$18.42 | \$0.00 | \$87.95 |
| For apprentice rates see "Apprentice- LABORER" | | | | | | |
| VAC-HAUL <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i> | 12/01/2021 | \$36.24 | \$13.41 | \$16.01 | \$0.00 | \$65.66 |
| WAGON DRILL OPERATOR <i>LABORERS - ZONE 2</i> | 12/01/2022 | \$37.41 | \$9.10 | \$16.64 | \$0.00 | \$63.15 |
| | 06/01/2023 | \$37.71 | \$9.40 | \$16.89 | \$0.00 | \$64.00 |
| | 12/01/2023 | \$38.61 | \$9.40 | \$16.89 | \$0.00 | \$64.90 |
| For apprentice rates see "Apprentice- LABORER" | | | | | | |
| WAGON DRILL OPERATOR (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i> | 12/01/2022 | \$36.81 | \$9.35 | \$16.89 | \$0.00 | \$63.05 |
| | 06/01/2023 | \$37.71 | \$9.40 | \$16.89 | \$0.00 | \$64.00 |
| | 12/01/2023 | \$38.61 | \$9.40 | \$16.89 | \$0.00 | \$64.90 |
| | 06/01/2024 | \$39.94 | \$9.40 | \$16.89 | \$0.00 | \$66.23 |
| | 12/01/2024 | \$41.27 | \$9.40 | \$16.89 | \$0.00 | \$67.56 |
| | 06/01/2025 | \$42.66 | \$9.40 | \$16.89 | \$0.00 | \$68.95 |
| | 12/01/2025 | \$44.04 | \$9.40 | \$16.89 | \$0.00 | \$70.33 |
| | 06/01/2026 | \$45.48 | \$9.40 | \$16.89 | \$0.00 | \$71.77 |
| | 12/01/2026 | \$46.92 | \$9.40 | \$16.89 | \$0.00 | \$73.21 |
| For apprentice rates see "Apprentice- LABORER (Heavy and Highway)" | | | | | | |
| WASTE WATER PUMP OPERATOR <i>OPERATING ENGINEERS LOCAL 4</i> | 12/01/2022 | \$53.63 | \$14.25 | \$16.05 | \$0.00 | \$83.93 |
| | 06/01/2023 | \$54.88 | \$14.25 | \$16.05 | \$0.00 | \$85.18 |
| | 12/01/2023 | \$56.13 | \$14.25 | \$16.05 | \$0.00 | \$86.43 |
| | 06/01/2024 | \$57.43 | \$14.25 | \$16.05 | \$0.00 | \$87.73 |
| | 12/01/2024 | \$58.88 | \$14.25 | \$16.05 | \$0.00 | \$89.18 |
| | 06/01/2025 | \$60.18 | \$14.25 | \$16.05 | \$0.00 | \$90.48 |
| | 12/01/2025 | \$61.63 | \$14.25 | \$16.05 | \$0.00 | \$91.93 |
| | 06/01/2026 | \$62.93 | \$14.25 | \$16.05 | \$0.00 | \$93.23 |
| | 12/01/2026 | \$64.38 | \$14.25 | \$16.05 | \$0.00 | \$94.68 |
| For apprentice rates see "Apprentice- OPERATING ENGINEERS" | | | | | | |

| Classification | Effective Date | Base Wage | Health | Pension | Supplemental Unemployment | Total Rate |
|--|----------------|-----------|---------|---------|---------------------------|------------|
| WATER METER INSTALLER PLUMBERS & PIPEFITTERS LOCAL 51 | 08/30/2021 | \$46.49 | \$10.15 | \$19.95 | \$0.00 | \$76.59 |

For apprentice rates see "Apprentice- PLUMBER/PIPEFITTER" or "PLUMBER/GASFITTER"

Additional Apprentice Information:

Minimum wage rates for apprentices employed on public works projects are listed above as a percentage of the pre-determined hourly wage rate established by the Commissioner under the provisions of the M.G.L. c. 149, ss. 26-27D. Apprentice ratios are established by the Division of Apprenticeship Training pursuant to M.G.L. c. 23, ss. 11E-11L.

All apprentices must be registered with the Division of Apprenticeship Training in accordance with M.G.L. c. 23, ss. 11E-11L.

All steps are six months (1000 hours.)

Ratios are expressed in allowable number of apprentices to journeymen or fraction thereof, unless otherwise specified.

** Multiple ratios are listed in the comment field.

*** APP to JM; 1:1, 2:2, 2:3, 3:4, 4:4, 4:5, 4:6, 5:7, 6:7, 6:8, 6:9, 7:10, 8:10, 8:11, 8:12, 9:13, 10:13, 10:14, etc.

**** APP to JM; 1:1, 1:2, 2:3, 2:4, 3:5, 4:6, 4:7, 5:8, 6:9, 6:10, 7:11, 8:12, 8:13, 9:14, 10:15, 10:16, etc.

"ATTACHMENT B"

NOTICE OF AWARD

To:

Project Description:

Town of Brewster

Peter Lombardi, Town Manager

The Owner has considered the Bid submitted by you for the above described work in response to its DOCUMENT 00020, INVITATION TO BID dated and DOCUMENT 00100, INSTRUCTIONS AND INFORMATION FOR BIDDERS. You are hereby notified that your Bid has been accepted in the amount of

You are required by DOCUMENT 00100, INSTRUCTIONS AND INFORMATION FOR BIDDERS to execute DOCUMENT 00500, FORM FOR AGREEMENT and furnish the required Contractor's Performance Bond, Payment Bond and Certificates of Insurance within ten (10) calendar days from the date of this Notice of Award. If you fail to execute said Agreement and to furnish said Bonds within ten (10) days from the date of this Notice of Award, said Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your Bid as abandoned and as a forfeiture of your Bid Bond. The Owner will be entitled to such other rights as may be granted by law. You are required to return an acknowledged copy of this Notice of Award to the Owner. Dated this **day** of **2023**

Owner: **Town of Brewster**
2198 Main Street
Brewster, MA 02631
By its **Town Manager**

Peter Lombardi

Acceptance of Notice:

Receipt of the above Notice of Award is hereby acknowledged by _____

this _____ day of _____, 2023

By: _____
(Authorized Signature)

Title: _____

END OF DOCUMENT

"ATTACHMENT C"

NOTICE TO PROCEED

To:

Date:

Title:

You are hereby notified to commence Work in accordance with the Agreement dated _____, on or before _____, and you are to complete the Work within _____ consecutive calendar days using no more than working days. The date of Completion of all Work is therefore _____.

Owner: **TOWN OF BREWSTER**
2198 Main Street
Brewster, MA 02631

By its: **TOWN MANAGER**

Acceptance of Notice to Proceed:

Receipt of the above Notice to Proceed is hereby acknowledged by _____, this _____ day of _____, _____

By: _____
(Authorized Signature)

Title: _____

"ATTACHMENT D"

TOWN OF BREWSTER
CHANGE ORDER FORM

Date: _____

Change Order Number: _____

Project: _____

Engineer: _____

Owner: Town of Brewster

Contractor: _____

Contract Date: _____

Description of Change:

These changes result in the following adjustment of the Contract Price:

Contract Price prior to this Change Order:

Contract Price due to this Change Order will (increase) (decrease) by:

The New Contract Price including this Change Order :

Authorized Signature
Engineer

Peter Lombardi,
Town Manager

Authorized Signature
Contractor

Mimi Bernardo, Finance Director
Certification of Available Funds

SECTION 00300

FORM OF GENERAL BID

Bid of Pearl Construction, LLC dba The Pearl Company (hereinafter called "Bidder")*

- a corporation, organized and existing under the laws of the state of
Massachusetts
- a partnership
- a joint venture
- an individual
doing business as _____

To the Town of Brewster, Massachusetts (hereinafter called "Owner").

Gentlemen:

A) The undersigned Bidder, in compliance with your invitation for bids for the project known as 212 Yankee Drive Rehabilitation, having examined the plans and specifications and related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the project in accordance with the contract documents and the plans and specifications within the time set forth below, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the contract documents, of which this bid is a part.

The Bidder hereby agrees to commence work on or before the date to be specified in written "Notice to Proceed" of the Owner, and to fully complete the project within 90 consecutive calendar days thereafter. The Bidder further agrees to pay as liquidated damages the sum of (\$250.00) Dollars for each consecutive calendar day thereafter that the work is not complete as provided in the contract.

*Specify corporation, partnership or individual as applicable.

B) Bidder acknowledges receipt of and this bid includes the following addenda:

No. 1 Dated: 6/30/2023

No. 2 Dated: 7/10/2023

No. 3 Dated: 7/13/2023

No. Dated:

C) The Bidder agrees to perform the bid work described in the specifications and shown on the plans for the following contract price: \$ 240,672

Two hundred forty thousand,
Six hundred seventy-two dollars

The above unit prices shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.

The Bidder understands that all bids for this project are subject to the applicable bidding laws of the Commonwealth of Massachusetts, including General Laws Chapter 149 and Chapter 30, Section 39M, as amended.

The Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of 30 days, Saturdays, Sundays and legal holidays excluded, after the opening of bids.

Within 10 days of receipt of the written notice of acceptance of this bid, the Bidder will execute the formal Agreement set forth in Section 00500 CONTRACT.

Bid security is attached in the sum of five percent (5%) of the total bid in accordance with the conditions of Section 00100 INSTRUCTIONS TO BIDDERS. The bid security may become the property of the Owner in the event the contract and bond are not executed within the time set forth above.

The selected Contractor shall furnish a payment bond in an amount at least equal to fifty percent (50%) of the contract price in accordance with Section 00620 PAYMENT BOND, and as stipulated in the contract.

The undersigned offers the following information as evidence of his qualifications to perform the work as bid upon according to all the requirements of the plans and specifications.

1. Have been in business under present name for 2 years.
2. The names and addresses of all persons interested in the bid (if made by a partnership or corporation) as principals, are as follows:

Seth Adams

766 Falmouth Rd. Suite B12

Mashpee, MA 02649

(attach supplementary list if necessary)

3. The bidder is requested to state below what work of a similar character to that included in the proposed contract he has done, and give references that will enable the Owner to judge his experience, skill and business standing (add supplementary page if necessary).

| Completion Date | Project Name | Contract Amount | Design Engineer | Reference Name | Telephone No. |
|-----------------|-----------------------------------|-----------------|----------------------------|----------------|---------------|
| a. May 2023 | Falmouth Pediatrics | \$786K | MEDCOM Architectural Group | Peter Lind | 508.540.0195 |
| b. June 2023 | 23 Foley Beach Rd. | \$572K | Bruce Wayne Devlin Design | Chris Reale | 617.834.3005 |
| c. July 2023 | Bartlett Consolidated Renovations | \$310K | RL Seaberg Design, Inc. | Tony Pina | 617.306.6090 |
| d. April 2022 | Leary/Hodgman Law Office | \$295K | RESCOM Architectural Group | Kara Leary | 508.419.1801 |
| e. April 2023 | Eastward Hol Pumphouse | \$250K | ASAP Engineering | Frank Hancock | 508.348.3830 |
| f. March 2023 | WHOI Redfield Renovations | \$77K | N/A | Dave Derosier | 508.289.2289 |

Bank reference Cindy Neelon
(Name)

Rockland Trust
(Bank)

5 Shellback Way
Mashpee, MA 02649
(Address)

508.539.3101
(Telephone No.)

Pursuant to M.G.L. CH. 62C, Sec. 49A, I certify hereby in writing, under penalties of perjury, that the within named Bidder/Contractor has complied with all laws of the commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.


The undersigned Bidder hereby certifies under penalties of perjury, as follows: (1) that he/she is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work; (2) that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and (3) that all employees to be employed in the work subject to this bid have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration.

The undersigned certifies under penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this paragraph the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.

The undersigned bidder hereby certifies, under pains and penalties of perjury, that the foregoing bid is based upon the payment to laborers to be employed on the project of wages in an amount no less than the applicable prevailing wage rates established for the project by the Massachusetts Department of Labor and Workforce Development. The undersigned bidder agrees to indemnify the awarding authority for, from and against any loss, expense, damages, actions or claims, including any expense incurred in connection with any delay or stoppage of the project work arising out of or as a result of (1) the failure of the said bid to be based upon the payment of the said applicable prevailing wage rates or (2) the failure of the bidder, if selected as the contractor, to pay laborers employed on the project the said applicable prevailing wage rates.

Date: July 19, 2023

Respectfully submitted:

By: 
(Signature)

Seth Adams
(Type Name of Bidder)

President, Pearl Construction
(Title)

766 Falmouth Rd., Suite B12
(Business Address)

Mashpee, MA 02649
(City and State)

508.889.8175
(Telephone Number)

A A Lanzetta
Notary Public

My Commission Expires: 5/10/2030



CERTIFICATE OF VOTE
(to be filed if Contractor is a Corporation)

I, Seth Adams, hereby certify that I am the duly qualified
(Secretary of the Corporation)

and acting Secretary of Pearl Construction, LLC and I further certify that a meeting of the

(Name of Corporation)

Directors of said Company, duly called and held on July 14, 2023, at which
(Date of Meeting)


all Directors were present and voting, the following vote was unanimously passed:

VOTED: To authorize and empower

Seth Adams

Anyone acting singly, to execute Forms of General Bid, Contracts or Bonds on behalf of the Corporation.

I further certify that the above vote is still in effect and has not been changed or modified in any respect.

By: 
(Secretary of Corporation)

A True Copy:

Attest: 
(Notary Public)

My Commission Expires: 5/10/2030
(Date)



**CERTIFICATIONS REQUIRED BY LAW
FOR PUBLIC CONSTRUCTION CONTRACTS**

You must **COMPLETE** and **SIGN** the following certifications. You must also print, at the bottom of this page, the name of the contractor for whom these certifications are submitted.

TAX COMPLIANCE

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A(b), I, the undersigned, authorized signatory for the below named contractor, do hereby certify under the pains and penalties of perjury that said contractor has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

NON-COLLUSION

The undersigned certifies under the penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this subsection the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.

PUBLIC CONTRACTOR DEBARMENT

The undersigned certifies under penalty of perjury that the below named contractor is not presently debarred from doing public construction work in the commonwealth under the provisions of section twenty-nine F of chapter twenty-nine, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

OSHA TRAINING

Pursuant to G.L. c. 30, §39S, the Contractor hereby certifies under penalties of perjury as follows:

- (1) Contractor is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work;
- (2) All employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and they shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and
- (3) All employees to be employed in the work subject to this contract have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration.

COMPLETE AND SIGN BELOW:

Authorized Person's Signature

Seth Adams President

Print Name & Title of Signatory

Pearl Construction

Name of Contractor

Date

7/17/2023



THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

UCSX333X3004

KNOW ALL MEN BY THESE PRESENTS, that WE **PEARL CONSTRUCTION LLC dba The Pearl Company 766 Falmouth Rd. Unit B12 Mashpee, MA 02649**

(Here insert full name, and address or legal title of Contractor)

as Principal, hereinafter called the Principal, and **United Casualty And Surety Insurance Company Newton, MA 02464**

a corporation duly organized under the laws of the State of **NE** as Surety, hereinafter called the Surety, are held and firmly bound unto **Town of Brewster 2198 Main St. Brewster, MA 02631**

(Here insert full name, and address or legal title of Owner)

as Obligee, hereinafter called the Obligee, in the sum of **5.00%** Attached Bid

For the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for
Rehabilitation of 212 Yankee Drive


(Here insert full name, address and description of project)

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this **19th** day of **July, 2023**

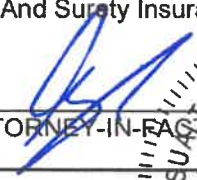
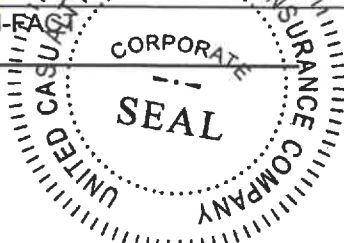

(Witness)




PEARL CONSTRUCTION LLC dba The Pearl Company
(Principal) (Seal)


(Witness)

United Casualty And Surety Insurance Company
(Surety) (Seal)


Greg Angel, ATTORNEY-IN-FACT


AIA DOCUMENT A310 BID BOND AIA © FEBRUARY 1970 ED THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 N.Y. AVE., N.W. WASHINGTON, D.C. 20006



UNITED CASUALTY AND SURETY INSURANCE COMPANY
 US Casualty and Surety Insurance Company
 United Surety Insurance Company

POWER OF ATTORNEY

Agency No: 171333

KNOW ALL MEN BY THESE PRESENTS: That United Casualty and Surety Insurance Company, a corporation of the State of Nebraska, and US Casualty and Surety Insurance Company and United Surety Insurance Company, assumed names of United Casualty and Surety Insurance Company (collectively, the Companies), do by these presents make, constitute and appoint: **Mark D. Leskanic, Matthew Leskanic, Greg Angel, Colin Warner, Lauren Leskanic**

its true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed **Five Million & 00/100 Dollars (\$5,000,000.00)**. This Power of Attorney shall expire without further action on December 31st, 2024.

This Power of Attorney is granted under and by authority of the following resolutions adopted by the Board of Directors of the Companies at a meeting duly called and held on the 1st day of July, 1993:

Resolved that the President, Treasurer, or Secretary be and they are hereby authorized and empowered to appoint Attorneys-in-Fact of the Company, in its name and as its acts to execute and acknowledge for and on its behalf as Surety any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected Officers of the Company in their own proper persons.

That the signature of any officer authorized by Resolutions of this Board and the Company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereunto affixed, this 21st day of June, 2023



UNITED CASUALTY AND SURETY INSURANCE COMPANY
 US Casualty and Surety Insurance Company
 United Surety Insurance Company

Michael T. Porsch

Michael T. Porsch, Treasurer

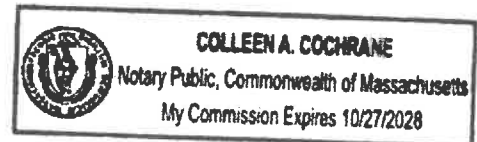
Corporate Seals

Commonwealth of Massachusetts
 County of Middlesex ss:

On this 21st day of June, 2023 before me, Colleen A. Cochrane, a notary public, personally appeared, Michael T. Porsch, Treasurer of United Casualty and Surety Insurance Company, US Casualty and Surety Insurance Company and United Surety Insurance Company, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person(s), or the entity on behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the Commonwealth of Massachusetts that the foregoing paragraph is true and correct.
 WITNESS my hand and seal.

Colleen A. Cochrane (Seal)
 Notary Public Commission Expires: 10/27/2028



I, Robert F. Thomas, President of United Casualty and Surety Insurance Company, US Casualty and Surety Insurance Company and United Surety Insurance Company do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Board of Directors set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Newton, Massachusetts this 19th day of July 2023

Corporate Seals



Robert F. Thomas

Robert F. Thomas, President

TO CONFIRM AUTHENTICITY OF THIS BOND OR DOCUMENT EMAIL: CONFIRMBOND@UNITEDCASUALTY.COM

10. Rental Assistance Program



Brewster Housing Trust
2198 Main Street
Brewster, MA 02631-1898
Phone: (508) 896-3701
Fax: (508) 896-8089

Office of:
Housing

August 1, 2023

To: Brewster Affordable Trust (BAHT)
From: Donna Kalinick, Assistant Town Manager, & Jill Scalise, Housing Coordinator
Re: Brewster Rental Assistance Program Request for Quotes (RFQ)

On July 28, 2023, we opened quotes in response to the Request for Quotes (RFQ) for the Brewster Rental Assistance Program. We received (3) quotes: from Harwich Ecumenical Council for Housing (HECH), Homeless Prevention Council (HPC) and Housing Assistance Corporation (HAC). The quotes from all three non-profits met the submission requirements of the RFQ. In our assessment, all three quoters possess the experience and qualifications necessary to carry out the contract and perform the required services. The lowest quote was provided by HAC for \$7,500, 5% of the total contract. The quote from HPC was \$20,250 and HECH was \$22,500.

The BAHT will vote to recommend that the Town award a three-year contract for the Rental Assistance Program. As stated in the RFQ,

“The contract shall be awarded to the responsible person or firm offering the needed quality of supply or service at the lowest quotation and in accordance with the specification requirements as outlined below.

- a. The quoter has met all submission requirements.
- b. The quoter possesses the experience and qualification necessary to carry out the contract and perform the required services.”

HAC, the current administrator of the Brewster Rental Assistance Program, met the RFQ submission criteria and provided the lowest quote. Additionally, over the past three years, the program has met the Affordable Housing Trust’s goal and assisted Brewster residents in accessing and maintaining housing. HAC has been responsive both to applicants and to requests from Town staff.

Requested Housing Trust Action: Vote on the recommendation of a three-year contract for the Brewster Rental Assistance Program.

Quote process: Mgl. 30B Goods & Services
\$10,000-\$50,000

For: Rental Housing Assistance Administration and Program Management

1. Housing Assistance Corporation \$7,500
2. Homeless Prevention Council \$20,250
3. Harwich Ecumenical Council for Housing \$22,500

Signature: *'Donna J. Kalinick' 08.01.2023*



Town of Brewster
Request for Quotes
Brewster Rental Assistance Program

1. Background Information:

The Brewster Affordable Housing Trust established a Rental Assistance Program in 2019. The Brewster Affordable Housing Trust is seeking assistance with the ongoing management of the Rental Assistance Program. The goal of the program is to provide economic assistance for affordable rental housing with social support services to bridge households, and assist them in accessing and maintaining market, and affordable, long term housing options.

The Rental Assistance Program will work to create or maintain at least **15** affordable Brewster rental opportunities by either subsidizing unaffordable market rate rentals to make the monthly rent affordable. The Rental Assistance Program requires that tenants income qualify (80% of median income) and requires that landlords provide year-round leases with a rental rate that, when lowered by the rental subsidy, is affordable to the household. The payments go directly to the landlord each month. Tenants must remain tenants-in-good-standing and must participate in a case management program that provides education and assistance on financial management. Descriptions of program guidelines are attached. Funds will be disbursed by the Housing Trust to the program administrator on an agreed upon schedule.

2. Scope of Services:

- Perform Affirmative Fair Housing Marketing of the program
- Complete Tenant Selection and Income Qualification
- Complete Landlord verification
- Review Landlord/Tenant lease
- Determine the appropriate subsidy, up to \$500 per month for ongoing rental assistance program.
- Make payment(s) to landlord.
- Provide ongoing Case Management services to all participants. Case management is expected to include assessing available services & funding sources as well as goal setting, and, if needed, mentoring and financial management counseling.
- Complete quarterly assessment data (attached metrics) for all participating households.

- For ongoing rental assistance participants, provide budgetary planning with a goal of each household achieving self-sufficiency within the three year period

3. Submission Requirements

The Submittal should include the following:

- a. Qualifications: A narrative describing the qualifications and experience in managing similar types of Rental Assistance Programs.
- b. Timetable: A statement attesting to the consultant's ability to achieve the required product within the timetable allocated for performing the scope of the work.
- c. Cost: Administrative and Case Management cost should be included as one figure.
- d. Resume: Include resumes of key staff, including those of any subcontractors who will be involved in the project.
- e. References: Names and contact information from at least three references from organizations/ individuals that have received comparable services within the last five years. The Town reserves the right to consider other sources and material not provided by the submitter.
- f. Sample of Work: Include a copy of comparable work that the consultant has completed within the last two years.
- g. Non-collusion Form: Complete non-collusion form, see attachment B.

4. Contract Terms and Conditions

If awarded the contract, the consultant will be expected to execute a contract substantially the same as incorporated herein by reference as attachment A. This contract will incorporate by reference the approved scope of services submitted by the selected consultant. The contract will be for (3) years.

5. Questions, Deadline and Address for Submission

Any questions pertaining to this Request for Quotes should be directed in writing to: Donna J. Kalinick, Assistant Town Manager by the close of business 7 days prior to the date that quotes are due. Following the closure of questions, a single response will be prepared for all questions received and circulated to all recipients of this RFQ.

Complete submittal of the quotes shall be received by the Town no later than 4 P.M. on Friday, July 28, 2023.

Quotes may be submitted by email to dkalinick@brewster-ma.gov or by mail/in person to:
Donna J. Kalinick, Assistant Town Manager
2198 Main St.
Brewster MA 02631

The Town Manager reserves the right to reject any and all submittals, waive informalities, and to award contracts as may be in the best interests of the Town. The selected quoter shall be expected to comply with all applicable federal and state laws in the performance of services. The consideration of all qualifications and subsequent selection of the successful candidate shall be made without regard to race, color, sex, age, handicap, religion, political affiliation or national origin. The contract and its award process resulting from this Request for Quotes are subject to the Uniform Procurement Act pursuant to the M.G.L. c. 30B.

6. Award:

The contract shall be awarded to the responsible person or firm offering the needed quality of supply or service at the lowest quotation and in accordance with the specifications requirements as outlined below.

- a. The quoter has met all submission requirements.
- b. The quoter possesses the experience and qualifications necessary to carry out the contract and perform the required services.

7. Attachments:

1. Brewster Rental Assistance Guidelines Program Information Sheet
2. Non-Collusion Form
3. Town Contract

Brewster Rental Assistance Information Sheet and Program Guidelines 7.2023

Goal: To provide economic assistance for affordable rental housing with social support services to bridge households and assist them in accessing and maintaining market, and affordable, long term housing options.

Funding Source: Created by the Brewster Affordable Housing Trust, rental assistance is supported by the residents of Brewster through grants of Community Preservation Act (CPA) funds.

Requirements for ongoing Rental Assistance Program

- Must be a Brewster resident or employee or have a child in Brewster public elementary schools.
- Household income must be below, or at, 80% AMI and paying over 30% of income on rent.
- Rental unit must be located in Brewster, be a legal rental unit, and have a written lease.
- Monthly rent amount must meet HAC's determination of 'rent reasonableness' for Barnstable County, rent cannot exceed 120% of HUD fair market value for Barnstable County.
- Participants may not be receiving other rental assistance.

Program Guidelines for ongoing Rental Assistance

- Up to \$500 per month rental assistance (amount based on tenant portion of rent at 30% of household income; childcare costs & high or emergency health care costs, may be included in determination).
- Lease payments made directly to landlord.
- Annual review and adjustment of rental assistance, with maximum of 3 years of assistance subject to funding availability and active participation in program.
- Participants shall participate in case management.

Financial Commitment

- \$ 150,000 designated. Ability to serve up to 15 ongoing households per year. If the 15-household limit is reached, discussion with the Housing Trust is encouraged.

Program Application and Review Process

Household Income Eligibility: The gross income of the applicant and all other members of the applicant's household over the age of eighteen (18) may not exceed 80% of the Area Median Income for Barnstable County. Currently, an applicant's total household income cannot exceed these limits:

| 2023 HUD Income Limits | Household Size | 1 Person | 2 Persons | 3 Persons | 4 Persons | 5 Persons | 6 Persons |
|------------------------|----------------|----------|-----------|-----------|-----------|-----------|-----------|
| 80% AMI | | \$64,450 | \$73,650 | \$ 82,850 | \$92,050 | \$99,450 | \$106,800 |

Application Process:

- All potential applicants must complete an application and attach requested documents.
- Assistance with the submission of the application is available to those with limited computer access.
- Applicants have the right to request a reasonable accommodation(s), which may include a change to a rule, policy, procedure, or practice to afford a person with a disability an equal opportunity to participate fully in the housing program or to use and enjoy the housing.
- Free language assistance is available to households with limited English proficiency.
- Qualifying households will be offered the opportunity to enter into a Rental Assistance Agreement with their landlord and the Program Administrator.
- The Program Administrator will proceed through the applications in this manner until the limit of 15 households receive ongoing monthly assistance is reached.

Affirmative Marketing Methods:

The Program Administrator does not discriminate on the basis of race, color, religion, national origin, disability, familial status, sex, age, marital status, children, sexual orientation, genetic information, gender identify, ancestry, veteran/military status or membership.

Marketing Activities

Marketing activities will be conducted on an ongoing basis. Efforts include:

- 1) Town website pages
- 2) Email outreach to local employers and non-profit organizations, housing developments with affordable units, and Brewster legislative delegation.

Applications will be available on-line at the Program Administrator's website, or via paper and the US Postal Service. In all cases the process begins by contacting the Program Administrator's office. The Program Administrator staff are available to assist individuals in the completion of their application and can accommodate households with disabilities that may impede their ability to complete the application. The Program Administrator staff can also arrange for assistance for households that have limited English proficiency. Applicants have the right to request a reasonable accommodation, which may include a change to a policy, procedure, or practice to afford a person with a disability an equal opportunity to participate fully in the housing program or to use and enjoy the housing.



Brewster Rental Assistance Program

Program Standards

| Component | Program Standard |
|------------------------------|---|
| Income Restriction | Program serves households up to 80% Area Median Income (AMI). |
| Benefit | <p>It is expected that all other resources available to a household will be assessed and accessed before these rental assistance funds are used.</p> <ul style="list-style-type: none"> - Up to \$500 per household per month, for a maximum of \$6,000 in a 12-month benefit period. - First come, first served. |
| Local program administration | Program Administrator has a physical office and staff based on the Lower Cape. |
| Professional case management | <p>Program administration includes professional case management provided by staff with significant Lower and Outer Cape experience and/or a relevant degree. Staff receives continuing education. Preferably, program administrator employs case managers who are fluent in non-English languages spoken on the Lower and Outer Cape. If needed, translation services must be available for program participants.</p> <p>Program administration includes:</p> <ol style="list-style-type: none"> 1. Initial intake 2. Assessment of need and available services 3. Professional case management 4. Financial counseling if needed 5. Standardized data collection & reporting (see Outcomes & Metrics) 6. Follow up and re-evaluation as needed. Including an annual review and adjustment of rental assistance, with a maximum of 3 years of assistance subject to funding availability and active participation in program. |
| Funding Source | Existing Community Preservation Act (CPA) funds already allocated for Rental Assistance. |
| Program Evaluation | The Brewster Affordable Housing Trust and Housing Coordinator will review quarterly reports. Based on program evaluation, the Housing Trust and Program Administrator may agree to make adjustments to the Brewster Rental Assistance Program. |

Brewster Rental Assistance Program

Outcomes & Metrics

All metrics are recorded quarterly at 3, 6, 9 and 12 months.

| Outcome (The program is successful when...) | Metric (How we measure the outcome) | Notes |
|---|--|--|
| Household maintains housing | % of households reporting "Yes" | Self-reported (Yes/No) |
| Household maintains childcare | % of households reporting "Yes" | Self-reported (Yes/No) |
| Household can afford adequate food | % of households reporting "Yes" | Self-reported (Yes/No) |
| Household can afford heat/utilities | % of households reporting "Yes" | Self-reported (Yes/No) |
| Households avoids eviction | <ul style="list-style-type: none"> • % of households reporting "Yes" • % of households who have received correspondence related to a threat of eviction | Self-reported |
| Additional resources identified & secured | <ul style="list-style-type: none"> • % of households receiving other assistance • List of other assistance received • List of all resources accessed, per household, due to program | |
| Household reports that assistance has a positive effect | <ul style="list-style-type: none"> • % who experienced a change in employment status during program participation • % able to sustain tenancy after assistance | Collect anecdotal success story per household, if applicable |
| Program equitable serves households of color | % of households served that are non-white is greater than or equal to the race demographics of the town | Self-reported based on any household member |

Additional data to be collected:

- # of households served broken down by adults, seniors and children
- Occupation of all household members
- Household's income and percentage of area median income (AMI)
- Race and ethnicity of all household members
- Gender of all household members, including non-binary categories
- Number of households who have applied for Rental Assistance compared to emergency rental assistance
- Average award per household
- Household size
- Reasons applications not accepted
- Trends in AMI and notes regarding emerging trends



Town of Brewster

2198 Main Street
Brewster, MA 02631-1898
Phone: (508) 896-3701
Fax: (508) 896-8089

Office of:
Select Board
Town Manager

CERTIFICATE OF NON-COLLUSION/GOOD FAITH

The undersigned hereby certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity or group of individuals. This bid or proposal is made without any connection or consultation with any other person making any bid or proposal for the same work.

(date)

(Signature)

(Printed name of person signing bid or Proposal)

(Name of Business)

(Business address)

(Business phone number)

AGREEMENT FOR TOWN OF BREWSTER

The following provisions shall constitute an Agreement between the Town of Brewster, acting by and through its Town Manager, hereinafter referred to as "Town," and _____, with an address of _____, hereinafter referred to as "Contractor", effective as of the day of _____, 2023. In consideration of the mutual covenants contained herein, the parties agree as follows:

ARTICLE 1: SCOPE OF WORK:

The Contractor shall perform all work and furnish all services necessary to provide the Town with _____, including the scope of services set forth in Attachment A.

ARTICLE 2: TIME OF PERFORMANCE:

The Contractor shall complete all work and services required hereunder commencing _____, 2023 through _____, 202 . _____.

ARTICLE 3: COMPENSATION:

The Town shall pay the Contractor for the performance of the work outlined in Article 1 an amount not to exceed () Dollars and 00 cents. The Contractor shall submit monthly invoices to the Town for services rendered, which will be due 30 days following receipt by the Town.

ARTICLE 4: CONTRACT DOCUMENTS:

The following documents form the Contract and all are as fully a part of the Contract as if attached to this Agreement or repeated herein:

1. This Agreement.
2. Amendments, or other changes mutually agreed upon between the parties.
3. All attachments to the Agreement.

In the event of conflicting provisions, those provisions most favorable to the Town shall govern.

ARTICLE 5: CONTRACT TERMINATION:

The Town may suspend or terminate this Agreement by providing the Contractor with ten (10) days written notice for the reasons outlined as follows:

1. Failure of the Contractor, for any reason, to fulfill in a timely and proper manner its obligations under this Agreement.
2. Violation of any of the provisions of this Agreement by the Contractor.
3. A determination by the Town that the Contractor has engaged in fraud, waste, mismanagement, misuse of funds, or criminal activity with any funds provided by this Agreement.

The Town party may terminate this Agreement at any time for its convenience by providing the Contractor written notice specifying therein the termination date which shall be no sooner than thirty (30) days from the issuance of said notice. Upon receipt of a notice of termination from the Town, the Contractor shall cease to incur additional expenses in connection with the Agreement. Upon such termination, the Contractor shall be entitled to compensation for all satisfactory work completed prior to the termination date as determined by the Town. Such payment shall not exceed the fair value of the services provided hereunder.

ARTICLE 6: INDEMNIFICATION:

The Contractor shall defend, indemnify and hold harmless the Town and its officers, agents, and all employees from and against claims arising directly or indirectly from the contract. Contractor shall be solely responsible for all local taxes or contributions imposed or required under the Social Security, Workers' Compensation, and income tax laws. Further, the Contractor shall defend, indemnify and hold harmless the Town with respect to any damages, expenses, or claims arising from or in connection with any of the work performed or to be performed under this Agreement. This shall not be construed as a limitation of the Contractor's liability under the Agreement or as otherwise provided by law.

ARTICLE 7: AVAILABILITY OF FUNDS:

The compensation provided by this Agreement is subject to the availability and appropriation of funds.

ARTICLE 8: APPLICABLE LAW: MGL 30B

The Contractor agrees to comply with all applicable local, state and federal laws, regulations and orders relating to the completion of this Agreement. This Agreement shall be governed by and construed in accordance with the law of the Commonwealth of Massachusetts.

ARTICLE 9: ASSIGNMENT:

The Contractor shall not make any assignment of this Agreement without the prior written approval of the Town.

ARTICLE 10: AMENDMENTS:

All amendments or any changes to the provisions specified in this Contract can only occur when mutually agreed upon by the Town and Contractor. Further, such amendments or changes shall be in writing and signed by officials with authority to bind the Town. No amendment or change to the contract provisions shall be made until after the written execution of the amendment or change to the Contract by both parties.

ARTICLE 11: INDEPENDENT CONTRACTOR:

The Contractor acknowledges and agrees that it is acting as an independent contractor for all work and services rendered pursuant to this Agreement and shall not be considered an employee or agent of the Town for any purpose.

ARTICLE 12: INSURANCE:

The Contractor shall be responsible to the Town or any third party for any property damage or bodily injury caused by it, any of its subcontractors, employees or agents in the performance of, or as a result of, the work under this Agreement. The Contractor and any subcontractors used hereby certify that they are insured for workers' compensation, property

damage, personal and product liability. The Contractor and any subcontractor it uses shall purchase, furnish copies of, and maintain in full force and effect insurance policies in the amounts here indicated.

| | |
|---|--|
| WORKMEN'S COMPENSATION | Per Statute |
| EMPLOYER'S LIABILITY INSURANCE | \$1,000,000 |
| COMPREHENSIVE GENERAL LIABILITY | |
| Personal Injury | \$500,000 each occurrence |
| Bodily Injury | \$1,000,000 in the aggregate |
| Property Damage | \$1,000,000 in the aggregate |
| COMPREHENSIVE AUTOMOBILE LIABILITY | |
| Bodily Injury | \$500,000 each person \$1,000,000 each accident |
| PROPERTY DAMAGE | \$200,000 per accident |
| PLUS COMPREHENSIVE LIABILITY | \$500,000 in the aggregate |
| UMBRELLA COVERAGE | |
| PROFESSIONAL LIABILITY (where applicable) | \$1,000,000 |

Prior to commencement of any work under this Agreement, the Contractor shall provide the Town with Certificates of Insurance which include the Town as an additional named insured and which include a thirty day notice of cancellation to the Town.

ARTICLE 13: SEVERABILITY:

If any term or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

ARTICLE 14: ENTIRE AGREEMENT:

This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Agreement supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

ARTICLE 15: COUNTERPARTS:

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be a counterpart original.

ARTICLE 16: WAGE RATES:

Minimum wage rates, as determined by the Department of Labor and Workforce Development, under the provision of the Massachusetts General Laws, Chapter 149, Sections 26 to 27H, as amended, apply to this project [Attach and incorporate by reference the applicable State Department of Labor Standards wage schedule]. It is the responsibility of the Contractor, before Bid Opening, to request, if necessary, any additional information on Massachusetts Wage Rates for those tradespeople who are not covered by the applicable Massachusetts Wage Decision, but who may be employed for the proposed work under this Contract.

- A. In accordance with Chapter 149, Section 27B, it is the responsibility of the Contractor and any Subcontractors to submit payroll records to the Official on a weekly basis.

CERTIFICATION AS TO PAYMENT OF STATE TAXES

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A(b), I,

_____, authorized signatory for the Contractor do hereby certify under the pains and penalties of perjury that said Contractor has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Social Security Number or
Federal Identification Number

Signature of Individual or
Corporate Name

By:
Corporate Officer
(if applicable)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

CONTRACTOR DATE: _____

TOWN OF BREWSTER

By

by its Town Manager

Peter Lombardi

Printed Name and Title

Approved as to Availability of Funds:

Mimi Bernardo, Finance Director (\$ _____)
530276/99999/0003 Contract Sum

Brewster Rental Assistance Program Quote Proposal

Scope of Services

Perform Affirmative Fair Housing Marketing of the program:

HECH has created Affirmative Fair Housing Marketing Plans approved and audited by DHCD and in compliance with Local Initiative Program Guidelines and will present the Town of Brewster an AFHMP which will include the following:

- a) Program Information
- b) Eligibility Requirements
- c) Outreach list
- d) Flyer copies
- e) Advertisement copies
- f) Publication and newspaper list- with publication dates
- g) Rental Assistance application and cover letter
- h) Application review process
- i) Reasonable Accommodation process for applicants (to apply)
- j) English Proficiency Plan
- k) Statement Not to Discriminate

Complete Tenant selection and Income Qualification:

HECH staff is fully trained in tenant selection and income qualification and currently complies with tenant selection processes and income certification compliance and reporting required and audited annually by Massachusetts Housing Partnership (MHP), Department of Housing and Community Development (DHCD), Barnstable County Home Investment Partnership Program (HOME), local municipalities and lenders.

Applicants will be selected on a first come/first review basis and must be year round residents of Brewster, work year round in Brewster and not be receiving any other rental subsidy or voucher.

HECH staff will perform an initial income and asset verification according to DHCD and HOME tenant selection and income qualification processes currently utilized by HECH staff and audited annually by HOME. Combined household income must be at or below HUD's 80% of Area Median Income (AMI) for Barnstable County and spend 30% or more of their annual income on rent.

- Income and Asset documentation will include but not limited to:
 - Third party verification of income sources through tax returns, tax transcripts, paystubs, direct verification of employment, award letters, etc. for all household members 18 and over.
 - Proof of assets in the form of bank statements or bank verification
 - Income qualifications and calculations will be based on anticipation of Income for the next 12 months and will follow guidelines as described by HUD's definitions of Income and Assets and may not exceed 80% of the Area Median Income for Barnstable County.
 - HECH staff will prepare and execute a tenant income calculation worksheet signed by the tenant. (Sample included)

- Annually HECH staff will re-certify participant income, assets and subsidy amount utilizing the same processes to determine if the household remains in compliance with income and program guidelines.
 - a) Tenants must remain in good standing to continue in the program.

Complete Landlord Verification:

HECH self manages a portfolio of 42 affordable housing units and as such is well equipped to perform landlord verifications and process appropriate landlord documentation. Landlords offering a unit to qualified ERAP applicants will be reviewed as follows:

- Rental housing units must be legally registered with the Town and will be inspected for compliance. HECH's 10+ years' experience administering CDBG housing rehabilitation, municipal housing preservation and septic programs have provided us the experience and knowledge of building, sanitary codes, and applicable laws.
- HECH staff will prepare and execute a landlord/program agreement with the landlord (sample included)
- Landlord will sign a W-9 form.

Review Landlord/Tenant Leases:

HECH self manages a portfolio of 42 affordable housing units and as such is well equipped to review and evaluate tenant leases.

- Leases will require the following information:
 - One year term
 - Monthly rent must meet HAC's determination of rent reasonableness for Barnstable County, rent cannot exceed 120% of HUD fair market value for Barnstable County.
 - Any monies held for security or last month's rents will be held in an interest bearing account held by the Landlord/Tenant
 - In lieu of an approved lease, HECH will provide the Landlord with a template to be used at no charge.

Determining the appropriate subsidy, up to \$500 per month for ongoing rental assistance program:

The appropriate subsidy will be determined using a rental income calculation worksheet (sample included).

- Tenant subsidy is determined using household income verified during the tenant selection and income qualification process.
 - Annual gross income divided by 12 to determine monthly gross income (childcare expenses and major medical expenses may be excluded)
 - Monthly gross income is then multiplied by 30% to determine tenant rental portion.

- Subsidy is the difference between actual rent and the tenant rental portion.
- Subsidies will be rounded dollar amounts in increments of 50 (i.e., 250, 300, 350)
- HECH staff will prepare and execute a program participation agreement with the tenant (sample included).

Make payments to landlords:

Monthly payments to landlords, for tenants in good standing, are paid via ACH directly to approved landlords.

- A subsidy report is e-mailed monthly to the landlord with detailed information regarding the applicant(s) and payment(s).
 - It is the responsibility of the landlord to provide the Program Administrator with notification of any Tenant with outstanding rents to be collected or if tenant vacates the property.

Case Management:

- Once an applicant has been approved for the Brewster Rental Assistance program and all contracts have been signed by the participant and landlord a case manager will reach out to the client to assess additional financial need and determine applicant goals.
 - After initial assessment HECH will utilize its well established connections with other local organizations, housing agencies, community-based organizations, and local businesses to offer additional available area resources and funding sources.
 - The case manager will work with each program participant to set attainable goals, mentor applicants, provide financial management counseling, and offer additional resources if applicable.
- Goal Setting & Mentoring
 - The case manager will develop an individualized plan for each program participant with a goal to educate and help ensure self-sufficiency within a 3 year period while the applicant is receiving rental assistance.
 - Case manager will mentor applicants in strategies for self-sufficiency including connecting applicants with local resources to help with utilities, health insurance, financial planning, daycare, etc. As well as offer guidance on skills for problem solving, paying down debt, setting up savings for emergencies and ideas for additional income.
 - Participants will be required to have monthly meetings with a case manager to assure participants are actively managing their goals and to continue to assist with additional resources if needed.
 - HECH's experience managing affordable housing units gives us the experience to assist each applicant with understanding and completing housing applications, offering resources to remain housed, and educating participants in their responsibilities as a tenant as well as building relationships between tenant and landlord.
- Financial management counseling
 - HECH will leverage its 30 years of experience and established relationships with other organizations to provide financial planning resources to educate and help enable self-sufficiency within a 3 year period while the applicant is receiving rental assistance.

Quarterly Assessment Reporting:

Quarterly reports for all participating households will be provided to the Town at the time of invoicing.

Submission Requirements:

Qualifications:

HECH has been in operation for over 30 years and is a highly respected organization with a proven history of providing housing and childcare solutions for low to moderate income residents of Cape Cod. HECH has successfully administered municipal Rental Assistance Programs for more than 10 years. Self manages a portfolio of 42 affordable rental units monitored and audited annually by Massachusetts Housing Partnership (MHP), Department of Housing and Community Development (DHCD), Barnstable County Home Investment Partnership Program (HOME) and local municipalities and lenders. HECH also provides administrative services for emergency housing preservation programs funded by local municipalities, a Community Development Block Grant (CDBG) septic program, emergency financial assistance for families in temporary financial crisis, provides case management and supportive services and operates an affordable year round pre-school.

HECH's mission is to develop compassionate solutions to homelessness problems for families, especially those with children, living on Cape Cod. HECH accomplishes this by working collaboratively with local municipalities, housing agencies, property managers, local businesses, and community organizations to actively help families' access resources and assistance from a variety of available sources.

Timetable:

- Perform Affirmative Fair Housing Marketing of the Brewster Rental Assistance Program immediately after notice of funding and ongoing throughout the grant period.
- Begin qualifying applicants following notice of funding and ongoing throughout the grant period until all funding has been expended.
- Complete landlord verification upon receipt of eligible application and ongoing through-out the program
- Review landlord/tenant lease agreement upon receipt of lease agreement.
- Determine monthly subsidy after applicant has qualified for the program.
- Make payments directly to approved landlords monthly.
- Perform ongoing case management throughout the program.
- Complete quarterly assessments.
- All paperwork, records and files will be stored at the HECH office in compliance with Massachusetts WISP policies.

Cost:

The proposed contract price is \$150,000.

- \$127,500 program fee represents an estimated 15 or more affordable Brewster rental opportunities.
- \$22,500 administrative fee required to cover necessary expenses to manage the Rental Assistance Program and provide ongoing case management.

Resume: - Attached

References:

Mary Waygan
Town of Yarmouth
508-398-2231 x1275
mwaygan@yarmouth.ma.us

Paul Lagg
Town of Eastham
508.240.5900 Ext. 3228
plagg@eastham-ma.gov

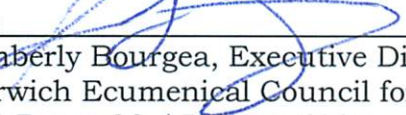
Tracy Cannon
Harwich Housing Authority
508-945-0478
tracy@harwichha.org

Sample of Work: - Samples of the following program materials utilized in other municipal rental assistance programs for the past 10 years:

Marketing Flyer, Program Participation Agreement. Landlord / Program Agreement, Tenant Income Calculation Worksheet, Certification of Annual Income Form

Non-collusion Form: - Attached

HECH certifies under the penalties of perjury that this proposal has been submitted and made in good faith and without collusion or fraud with any other person. As used in this section, the word "person" shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity.

By: 
Kimberly Bourgea, Executive Director
Harwich Ecumenical Council for the Homeless, Inc.
120 Route 28 / PO Box 638
West Harwich, MA 02671
508-432-0015 x109
kim@hech.org

Date: 7-28-23

Kimberly Bourgea

22 Chris Jobeth Circle Harwich, MA 02645

978-855-4834 / kbourgea@comcast.net

Experience

Director of Housing Programs & Strategic Initiatives, HECH

April 2014 – present

- Manage, market and oversee all aspects of the company's home preservation program including application oversight, income qualification, bidding, construction management, general contractor recruitment and retention, financial oversight and compliance
- Write and submit grant proposals to local municipalities and organizations
- Develop and implement program guidelines, grant agreements and application processes
- Prepare annual multi-company budgets
- Analyze and monitor company finances and report to the board of directors monthly
- Obtain new clients and prospects through marketing efforts and outreach including participation in forums, face-to-face meetings and telephone prospecting
- Manage and maintain the organization's communications strategies including website, newsletter, social media presence, press releases and other related public service announcements and marketing
- Maintain donor database, coordinate donor campaigns and events, solicit sponsorships and ensure donors are properly recognized and thanked

Walk Coordinator, Bob Murray Housing with Love Walk

Jan 2016 – Oct 2017

- Work collaboratively with a group of non-profit organizations and volunteers to guide them through event details and serve as their coordinator throughout the entire planning process and event
- Coordinate, organize and lead monthly meetings
- Represent the event and speak at community events to cultivate and identify new business sponsors
- Direct the execution of marketing such as website, social media, event materials, rack cards and t-shirts while maintaining brand awareness
- Plan and coordinate communications through digital and social media campaigns

Mortgage Loan Specialist, Bank of America

2013 – 2014

- Designed, marketed and presented training seminars for potential individual and business clients and recommended appropriate lending solution
- Analyzed complex customer financial data including credit, income and debt to value
- Obtained appropriate customer documentation to maintain efficient loan files and facilitate closings

Personal Banker, Citizens Bank

2010 -2013

- Organized and implemented strategic in-person and cold calls campaigns to establish customer relationships through face-to-face meetings, telephone prospecting and consistent follow-up
- Analyzed complex customer financial data including credit, income and debt to value
- Obtained appropriate customer documentation to maintain efficient files

Education

Framingham State College: Bachelor's Degree in Business Administration with a minor in Sociology

Kimberly Bourgea

22 Chris Jobeth Circle Harwich, MA 02645
978-855-4834 / kbourgea@comcast.net

Executive Summary

Results-oriented executive manager with comprehensive experience in non-profit and financial management. Proven capability for leading with the ability to think creatively and develop financial and operational sustainability with mission critical results. Passionate and motivated to lead your organization to the next chapter of growth and long-term success.

Professional skills include:

- Executive management of operations to ensure optimal organizational efficiency and mission alignment.
- Operational development, financial management, strategic planning, policy and procedure analysis, and facilitation.
- Revenue building through grant research and acquisition, fundraising campaigns, networking, and donor management.
- Direct communication and reporting to the Board of Directors and various board committees.
- Building and retaining exceptional staff and creating diverse work environments.
- Excellent organizational, time management, oral, written, and computer skills.

Professional Experience

Executive Director, Harwich Ecumenical Council for Housing (HECH)

April 2013 – present

- Direct and monitor day to day operations to ensure proper execution of the organization's strategic initiative, fiscal plan, and mission alignment.
- Prepare, manage, and monitor annual operating budgets for the four entities that comprise HECH.
- Manage office expenditures, maintain vendor relationships, carry out contract negotiations with government agencies and local municipalities.
- Develop, implement, and evaluate strategic plans, program guidelines, and application processes to ensure efficiency, compliance, alignment with mission statement and streamline procedures where needed.
- Manage human resources including hiring, training, staff management and oversight of all employees and volunteers while creating a positive and progressive work environment.
- Report to the Board of Directors during monthly board meetings, assist with board development, lead and record minutes for board committee meetings including Finance, Governance and Advancement committees.
- Manage, and implement clear and positive communication and outreach efforts with an emphasis on mission integrity, through participation in forums, collaboration with local organizations, face to face meetings, newsletters, and social/digital media.
- Research and prepare grant proposals to municipalities, federal agencies, corporate foundations, and local organizations to acquire and maintain funding to ensure financial sustainability.
- Create and maintain digital communications strategies including website, newsletter, social media presence, press releases, public service announcements and marketing.
- Develop and oversee donor management, coordinate fundraising campaigns, solicit sponsorships for events and complete event planning and management.

Kimberly Bourgea

22 Chris Jobeth Circle Harwich, MA 02645
978-855-4834 / kbourgea@comcast.net

Walk Coordinator, Bob Murray Housing with Love Walk

Jan 2016 – Oct 2017

- Worked collaboratively with a group of nine non-profit organizations and volunteers to guide them through event details and serve as their coordinator throughout event planning and implementation.
- Coordinated, organized, and led monthly meetings.
- Oversaw and managed event marketing such as website, social media, event material, rack cards and t-shirts while maintaining brand awareness.
- Planned and coordinated communications through local media, digital and social campaigns.

Mortgage Loan Specialist, Bank of America

2012 – 2013

- Designed, marketed, and presented training seminars for potential individual and business clients and recommended appropriate lending solution.
- Analyzed complex customer financial data including credit, income, and debt to value.
- Obtained appropriate customer documentation to maintain efficient loan files and facilitate closings.

Personal Banker, Citizens Bank

2009 -2012

- Organized and implemented strategic in-person and cold calls campaigns to establish customer relationships through face-to-face meetings, telephone prospecting and consistent follow-up.
- Analyzed and comprehend complex customer financial data including credit, income, and debt to value.
- Obtained appropriate customer documentation to maintain efficient files.

Wholesale Mortgage Account Executive, Countrywide Home Loans

2000-2008

- Managed and maintained an average monthly funded volume of over \$10 Million.
- Visited current and potential customers to review products, services, and pricing.
- Marketed and presented a full line of mortgage product seminars to potential clients and recommended appropriate lending solutions.
- Trained clients on multiple web-based automated underwriting systems.

Board Experience

Current – Board Vice-Chair, Town of Harwich Housing Authority Committee

Previous – Board Member, Town of Harwich Community Preservation Committee

Education

Framingham State College

Bachelor's Degree - Business Administration / Sociology

Martha L. Person
80 Old North Road
Brewster, MA 02631
Phone: (203)214-0911
Email: mulberryme@hotmail.com

Education:

B.S. Management Science, University of Massachusetts, Boston
Certificate in Legal Assistance, Teikyo Post University, Waterbury, CT

Experience:

Harwich Ecumenical Council for Housing (HECH), Harwich, Massachusetts

Program Coordinator, January 2019 to present

Coordination and support for Housing Emergency Loan Program (HELP): for Eastham, Chatham, Orleans and Yarmouth, processing applications, arranging contractors walk throughs and bids, scheduling loan closings, drafting loan documents, title searching, assisting clients through the stages of construction, ensuring files are audit ready.

Eastham Rental Assistance Program: processing applications, document preparation and yearly re-certification, maintaining and monitoring of files.

Community Development Partnership, Eastham, Massachusetts

Housing Rehab Project Coordinator, May, 2018 to present

Coordination and support for the Community Development Block Grant housing rehab projects, ensuring compliance with program requirements including: processing pre-applications and assisting in screening of clients, arranging contractors walk throughs and bids, monitoring contractor licensing, ordering lead tests, tracking results and final inspections, scheduling loan closings, drafting and recording of mortgages and modifications, updating of project database, maintaining and monitoring files

Laura McDowell-May, P.C, 357 Main Street, Dennis, Massachusetts

Paralegal, Elder Law, 2015 to 2018

Preparation of wills, trusts, residential real estate closings, title searching, conducting of closings in place of the attorney when attorney unavailable, drafting and preparation of Quitclaim Deeds, court pleadings, legal research, MassHealth applications, trustee and general account management, collections, file maintenance, office management

Jozus Milardo & Thomasson, 73 Main Street, Middletown, Connecticut

Real Estate Paralegal, 2012 to 2015

Commercial and residential real estate closings, title searching and bring downs, preparation of title insurance policies, trustee account management and reconciliation, collections, payroll, file maintenance, office management

Hilcoff & Albis, LLC, 58 Edward Street, East Haven, Connecticut

Paralegal, 2001 to 2012

Commercial and residential real estate closings, title searching and bring downs, preparation of title insurance policies, civil litigation, family law, probate, personal injury, trustee account management and reconciliation, collections, file maintenance, office management. Filled in as needed as clerk assistant in Probate Court as Attorney Albis served two terms as Judge of Probate in East Haven, Connecticut

Burdick & Piombino, 26 Durham Road, Madison, Connecticut

Paralegal, 1998 to 2001

Commercial and residential real estate closings, preparation of title insurance policies, civil litigation, personal injury, family law, criminal defense, accounts payable and receivable, payroll accounts, trustee account, file maintenance, office management

Skills:

Microsoft Word, MAC, Excel, Dropbox, Donor Snap, Salesforce, Quick Books, Quicken, Proficient in Title Company Software CATIC, Fidelity, First American, Notary Public

SAMPLE OF WORK

**OPENINGS AVAILABLE —
APPLICATIONS ACCEPTED NOW!
Eastham Affordable Housing Trust
Rental Assistance Program**

Assistance up to \$350 per month up to 3 years

Combined Household Income Requirements (at or below)

1 Person- \$45,660 2 Person- \$52,200 3 Person- \$58,740

4 Person- \$65,220 5 Person- \$70,440 6 Person- \$75,660

**Other restrictions apply including but not limited to:
Ongoing Participation in Monthly Case Management ~
Landlord Participation ~ Tenancy in good standing**

**To find out more, call Martha
508-432-0015 x 102 or email:**

Martha@hech.org.

Download an application

www.HECH.org



Office use only:
 Date application was received: _____
 Received by: _____

Eastham Rental Assistance Application
Application Page 1

(Faxed or e-mailed applications cannot be accepted)
Return completed signed original form to:
Harwich Ecumenical Council for Housing
PO Box 638, West Harwich, MA 02671
 For Information: Telephone 508-432-0015
 e-mail: martha@hech.org



Applicants are selected without regard to race, sex, national origin, color, creed, military status, marital status, familial status, sexual orientation, disability or handicap, genetic information, ancestry, children or public assistance recipiency.

Applicant/Co-applicant Information

Today's Date _____

This application is to be filled out jointly by ALL Adult Members of Household, 18 years old and over. If there are more than two adult members of household who are not full-time students, please request an additional application.

Applicant #1 _____ SS# _____
 Address of Current Residence _____ **Unit #** _____
 City/ Town: _____ State: _____ Zip Code: _____
 Mailing Address (if different) _____ Years resided: _____ Heat type: _____
 Best phone number: _____ E-mail address _____

Applicant #2 _____ SS# _____
 Address of Current Residence _____ **Unit #** _____
 City/ Town: _____ State: _____ Zip Code: _____
 Mailing Address (if different) _____
 Best phone number: _____ E-mail address _____

How many people in your household (include everybody; all adults, all children)? _____

List all other people who reside in the unit:

| Name | Social Security # | Age | Relationship to Head of Household | Full Time Student y/n |
|------|-------------------|-----|-----------------------------------|-----------------------|
| | | | | |
| | | | | |
| | | | | |



Application Page 2

Former Household Residences:

Please list all home addresses with Landlord names for the past five (5) years. Be sure to include all adult household members' former residences.

| <u>Household Member</u> | <u>Former Address</u> | <u>Town</u> | <u>Former Landlord Name</u> | <u>Landlord Phone</u> | <u>Dates Occupied (beg to end)</u> |
|-------------------------|-----------------------|-------------|-----------------------------|-----------------------|------------------------------------|
| | | | | | |
| | | | | | |
| | | | | | |

Preferences and Affirmative Marketing

Local Preference Category Information:

Applicants are required to provide information relative to the following for inclusion in the Local Preference pool. Please note applicants in the Local Preference lottery are also included in the Open Pool lottery.

- YES NO Current residents of the Town of Eastham: Please provide documentation of residency, such as rent receipts, utility bills, street listing or voter registration listing.
- YES NO Eastham Municipal Employees: Employees of the Town of Eastham: Please provide documentation of employment (pay stubs, employment contract, etc.).
- YES NO Employees of Local Businesses: Employees of businesses located in the Town of Eastham. Please provide documentation of employment (pay stubs, employment contract, etc.).

Non-local applicants planning to move to Eastham may identify a future unit located in Eastham.

Affirmative Marketing:

Please complete the following section to assist us in fulfilling affirmative marketing requirements. (Responding to this question is optional).

- Household Race:
- Caucasian
 - African American/Black
 - Hispanic/Latino
 - Asian
 - Native American / Alaskan Native



Application Page 3

Income Qualifications

INSTRUCTIONS FOR COMPLETING THE FOLLOWING INCOME TABLE:

- List **ALL** sources of income as requested below for **ALL household members** over 18 years old.
- The gross income must include income for the next 12 months
- For self employed applicants- please put net-income in the gross annual income column (please include a current business income/ expense report)
- For periodic payments (like Social Security and child support) please include the amount received per week or per month (*ex: \$100/month*) in the space provided under "Source / type of Income". Then provide under "Gross Annual Income" provide the annual amount (*ex: \$1200*)
- Please attach verification for each source of income to include copies of **most recent three consecutive months** pay stubs, for salaried employed household members over 18, longer for seasonal and hourly workers. If you are self-employed, you have provided a current year-to-date **Income & Expense** report signed by the preparer. Statements and documents that indicate the payment amounts from all other sources of income of all members listed on the application, such as alimony and/or child support, Social Security benefits, all types of pensions, employment, unemployment Compensation, Workman's Compensation, alimony, disability or death benefits and any other form of income – on organization letterhead
- Copy of most recent **TWO YEARS** of Federal and State tax returns, as filed, with 1099's, W-2's and schedules, for every current or future person living in the household over the age of 18
- **TOTAL ALL INCOME AND CONTINUE TO ASSET SECTION**

TABLE A

| EMPLOYMENT INCOME: List all household members who are employed. Include all employers for the next 12 months. For Gross Annual Income please write the anticipated gross income for the NEXT 12 months. Total all employment income. | | | |
|---|------------------|--------------------------|---------------------|
| Employed Household Member | Employer/Contact | Employer Address & Phone | Gross Annual Income |
| | | | |
| | | | |
| | | | |
| | | | |
| TOTAL EMPLOYMENT INCOME | | | |

TABLE B

| ADDITIONAL INCOME: List all other sources of recurrent income, such as Social Security, SSI, pensions, annuities, military pay, disability, public assistance, TANF, regular monetary contributions from outside sources, unemployment benefits, grants/scholarships, additional financial assistance in excess of tuition, etc. | | | |
|---|-----------------------|-------------------|---------------------|
| Household Member Who Receives Income | Source/Type of Income | Address of Source | Gross Annual Income |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

Application Page 4

TABLE C

| ALIMONY & CHILD SUPPORT | |
|--|--------------------|
| Are you legally entitled to receive alimony? If yes, list the amount you are entitled to receive: \$ | Yes _____ No _____ |
| Do you receive alimony? If yes, list the amount you receive: \$ | Yes _____ No _____ |
| Are you legally entitled to receive child support? If yes, list the amount you are entitled to receive: \$ | Yes _____ No _____ |
| Do you receive child support? If yes, list the amount you receive: \$ | Yes _____ No _____ |
| TOTAL ALIMONY and CHILD SUPPORT you are entitled to receive(annually) | |

OTHER INCOME: List all other income including, but not limited to, inheritances, capital gains, lottery winnings and settlements on insurance claims if received in periodic payments. If anyone outside your household gives you money, pays your bills, or gives you money to assist student household members for educational expenses, you must report it as a source of income:

TABLE D

| Household Member Who Receives Income | Source/Type of Income | Address of Source | Gross Annual Income |
|--------------------------------------|-----------------------|-------------------|---------------------|
| | | | |
| TOTAL OTHER INCOME | | | |

Add Totals from all Tables (Table A, B, C and D)

| | |
|--------------------------------------|----|
| TOTAL HOUSEHOLD ANNUAL INCOME | \$ |
|--------------------------------------|----|

Please enter this number into the chart below then calculate income from assets.

Application Page 5

ASSETS SECTION

INSTRUCTIONS FOR COMPLETING THE FOLLOWING ASSET TABLE:

- “Annual Income from assets” refers to any amount that you receive from any asset including amounts that you may be drawing down from a retirement account or 401K.
- Total the value of all assets and enter into “total value of all assets” for all household members
- Proof of all assets including but not limited to checking, savings, IRA's, stocks, bonds and all other assets (i.e. Copies of **three months** bank statements for checking, savings and certificates of deposits, IRA or other retirement account statements- on organization letterhead). All statements must reflect current balances.

ASSETS – For all household members 18 years and older:

| Type | Account No. | Bank name | Cash Value | Annual Income from Assets |
|--|-------------|-----------|------------|---------------------------|
| Cash held in savings and checking accounts, safe deposit boxes, homes, etc. | | | | |
| Revocable Trusts | | | | |
| Equity in rental properties or other capital investments | | | | |
| Stocks, bonds, treasury bills, certificates of deposit, mutual funds and money market accounts | | | | |
| Retirement and Pension Funds | | | | |
| Cash value of life insurance policies available to the applicant before death | | | | |
| Personal Property held as an investment | | | | |
| A mortgage or deed of trust held by the applicant | | | | |
| TOTAL VALUE OF ALL ASSETS | | | | |

TOTAL INCOME FROM ALL HOUSEHOLD APPLICANTS- Please fill in total for each box from the worksheet above. Include all household income.

| | |
|--------------------------------------|----|
| | |
| TOTAL HOUSEHOLD ANNUAL INCOME | |
| TOTAL INCOME from ALL ASSETS | |
| TOTAL HOUSEHOLD INCOME | \$ |

Application Page 6

TO BE SIGNED BY ALL HOUSEHOLD MEMBERS OVER 18 YEARS OLD

I understand that a false statement or misrepresentation will result in the withdrawal of my application for housing. I certify that the information I have given in this application is true, complete and correct.

Signed under the pains and penalties of perjury,

Applicant's Signature _____ Date _____

Co-Applicant's Signature _____ Date _____

Co-Applicant's Signature _____ Date _____

ACKNOWLEDGEMENTS

Initials (Applicant/Co-Applicant)

_____/_____ I/We hereby affirm that my answers to the questions on the application for residency are true and correct, and that I have not knowingly withheld any fact or circumstance, which would, if disclosed, affect my application unfavorably.

_____/_____ I/We understand that the development of this property has been supported by Town, County, State and other government funds and residency is subject to income eligibility and other requirements. I understand all my household income and assets will be verified by a 3rd party source.

_____/_____ I/We acknowledge that occupancy of the housing is limited to the individuals named in this application

_____/_____ I/We certify that we will participate with Homeless Prevention Council and our assigned Case Manager

_____/_____ I/We hereby authorize the program facilitator, Harwich Ecumenical Council for the Homeless, Inc., Monitoring Agent and the Municipality to inquire of credit agencies, employer and banking institutions to allow and assist them to determine my/our determination of eligibility as Participants.

_____/_____ I/We agree to be bound by whatever program changes that may be imposed at any time throughout the process. If any program conflicts arrive, I/we agree that any determination made by the project-monitoring agent, is final.

Your signature(s) below gives consent to the lottery agent or its designee to verify information

Applicant Name (please print): _____

Applicant Signature: _____ Date: _____

Co-Applicant Name (please print): _____

Co-Applicant Signature: _____ Date: _____

PLEASE BE SURE ALL 6 PAGES OF THE COMPLETED APPLICATION AND REQUIRED ATTACHMENTS ARE



INCLUDED

Applicants intending to access Rental Assistance funds for a home they currently reside in are required to obtain a Landlord Intent to Participate. Applicants searching for new units will be granted a 30 day period to secure an approved Lease, if local preference guidelines are not met the applicant must secure a home within the Town of Eastham

SAMPLE



Eastham Rental Assistance Program

Landlord/ Owner Intent to Participate

Applicants intending to reside in current residence must include this form with a completed application.

Applicant Name: _____

Unit Address: _____ Town: _____

Current Landlord/ Owner Name _____

Mailing Address _____ Unit # _____

City/ Town: _____ State: _____ Zip Code: _____

Best phone number: _____ E-mail address _____

Landlord provisions:

The Landlord/Owner shall enter into a lease for each contract unit for which rental assistance is paid. All leases shall be for the term of one year. Leases will be signed only by the Landlord/Owner and the Tenant of the unit. The Lease shall not disclaim or modify any of the Landlord/Owner's legal obligations or provide for indemnification by the Tenant on account of breach of the Landlord/Owner's legal obligation(s). In addition, the lease shall incorporate as terms the following three Landlord/Owner obligations which shall be enforceable by the Tenant under the lease as a third party beneficiary of this Contract:

1. The Landlord/Owner shall not terminate the tenancy except for: violation of Federal, State or local law which imposes obligations on the Tenant in connection with the occupancy of the contract unit and surrounding premises; or other good cause.
2. The Landlord/Owner shall maintain the contract unit in compliance with Article II of the State Sanitary Code, State Building Code and any other applicable law.
3. The Landlord/Owner shall not discriminate against any tenant or applicant for tenancy on the grounds of age, race, color, creed, religion, sex, sexual orientation, handicap, national origin, marital or family status, or welfare reciprocity.

Landlord/ Owner further understands all payments will be made directly to the Landlord/ Owner as it is the intention of this program to stabilize year-round income eligible households. Landlord/ Owner agree if applicant is processed a signed contract will be required.

The Intent to Participant does not create a contract or obligation to participate in the Eastham Rental Assistance Program but confirms the applicant has notified the Landlord/ Owner of their intent to submit an application.

Landlord/ Owner Signature: _____ Date: _____



**PLEASE BE SURE ALL DOCUMENTS LISTED BELOW ARE INCLUDED
WITH YOUR APPLICATION**

APPLICATION ATTACHMENT CHECKLIST

Thank you for requesting an application for the Eastham Rental Assistance Program opportunity presented by Harwich Ecumenical Council for the Homeless, Inc. Your application will be handled with confidentiality and in conformance with all Fair Housing Laws. **Please retain a copy of this page for future reference.**

APPLICATION CHECKLIST

Please read carefully to make sure that you submit a complete application with all the required attachments.

Missing a step may disqualify your application.

- ✓ You have completely filled out the application, paying careful attention to all instructions. You and all applicants over the age of 18 have signed the last page of the application.
- ✓ Copy of past 2 years most recent Federal and State tax returns, as filed, with 1099's, W-2's and schedules, for every current or future person living in the household over the age of 18
- ✓ Copy of three consecutive months pay stubs, for salaried employed household members over 18, longer for seasonal and hourly workers. If you are self-employed, you have provided a current year-to-date Income & Expense report signed by the preparer.
- ✓ Current statements and documents that indicate the payment amounts from all other sources of income of all members listed on the application, such as alimony and/or child support, Social Security benefits, all types of pensions, employment, Unemployment Compensation, Workman's Compensation, alimony, disability or death benefits and any other form of income – on organization letterhead
- ✓ You have attached one of the following documents to verify local preference status: a current driver's license, a current paystub, verification of school enrollment or a utility bill with the applicant's name.
- ✓ You have provided proof of all assets including but not limited to checking, savings, IRA's, stocks, bonds and all other assets (i.e. Copies of bank statements for checking, savings and certificates of deposits, IRA or other retirement account statements- on organization letterhead). All statements must reflect current balances.
- ✓ Landlord/ Owner Intent to Participant signed document

Mail the completed application and the required attachments to:
HECH, PO Box 638, West Harwich, MA 02671

SAMPLE



Certification of Annual Income

EFFECTIVE DATE OF CERTIFICATION:

Property Address: _____, Eastham MA 02642

Household:

Name: _____ Soc.Sec# _____ Birth date: _____

Name: _____ Soc.Sec# _____ Birth date: _____

Household Size (total # in household): ____

Household members (list of tenants occupying unit):

Name: _____ Relationship: _____ Age: _____

Name: _____ Relationship: _____ Age: _____

Total Household Members: ____

Number of Bedrooms: ____

INCOME AND ASSET INFORMATION *(please see back of form for assistance)*

Annual income is the anticipated gross income from all sources to be received by the tenant, co-tenant, and each adult individual member of the family (individuals 18 years and older) during the 12 months following the date of the certification or recertification. This does not include full time

| APPLICANT | WAGES | PENSION | SOC. SEC. | PUB. ASSIST. | CHILD SUP |
|-----------------|-------|---------|-----------|--------------|-----------|
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| 1 TOTALS | | | | | |

2 TOTAL FROM ALL SOURCES (TOTAL)

Warning: Title 18, Section 1001 of the U.S. Code states that a person is guilty of a felony for knowingly and willingly making false or fraudulent statements to any department of the United States Government.

Indicate the remaining cash value of asset(s) assuming divestiture costs associated with converting the asset to cash (i.e., penalties, liens, fees, etc.)

| | ASSET | CASH VALUE | INCOME EARNED | PROPERTY OF |
|---|---|------------|---------------|-------------|
| 3 | Checking (six month average balance) | xxx = \$ | 0 | |
| 4 | Savings (Money Market) | | | |
| 5 | 401K Plan | | | |
| 6 | Stocks/Money Market Accounts | | | |
| 7 | Other Financial: | | | |
| 8 | Real Estate | | | |
| 9 | Assets Disposed of in past two (2) years | | | |
| 10 | TOTAL | | \$0 | |
| <i>If line 10(a) exceeds \$5000, multiply line 10(a) by HUD passbook savings rate (.06%) and put answer on line 11. If line 10(a)</i> | | | | |
| 11 | IMPUTED INCOME (line 10(a) x .06% OR zero [0]) | | | \$0 |
| 12 | GREATER OF LINE 10(b) OR LINE 11 | | | \$0 |
| 13 | TOTAL INCOME (LINE 2 + LINE 12) | \$ | | \$ |

TENANT CERTIFICATION: Under penalty of fraud, I/we certify that the information in all parts of this form are true and complete to the best of my/our knowledge and belief. I/we understand that for every year that I/we may reside in this building, I/we must provide documentation demonstrating total annual household income.

Applicant SIGNATURE

DATE

Applicant SIGNATURE

DATE

FOR PROPERTY MANAGEMENT USE ONLY:

TYPE OF CERTIFICATION: Rental Unit

EFFECTIVE DATE OF CERTIFICATION:

A 60% or 120% OF MEDIAN INCOME (waiting on clarification)

B MAXIMUM INCOME LIMIT FOR HOUSEHOLD SIZE

C IS THE HOUSEHOLD ELIGIBLE? YES NO

TENANT RENT

A **Total rent:** \$

B **Utility allowance (enter utilities paid by Tenant:** \$

Circle utilities paid by Tenant: Elec. Heat = \$; Elec. HW = \$; GE = \$; Elec. Cooking = \$

Utility Allowance Source: _____

Certification done by: _____

Signature: _____

Date _____

Affirmative Fair Housing Marketing Plan Program Guidelines

RENTAL ASSISTANCE PROGRAM

2b. Rental Assistance Calculation Worksheet

| | | |
|---|--|--|
| A | Enter applicant calculated income INCOME | |
| B | Divide income by 12 (months) MONTHLY INCOME | |
| C | Multiply times 0.30 APPLICANT ANTICIPATED RENTAL PORTION | |
| | | |
| D | Enter applicants current rent CURRENT RENT | |
| E | Enter utilities paid by applicant UTILITY ALLOWANCE | Elec. Heat- GE- Elec. HW- Elec. Cooking- |
| F | Add current rent and utilities CONTRACT RENT | |
| | | |
| I | Subtract current CONTRACT RENT from APPLICANT ANTICIPATED RENTAL PORTION (F-C= RENTAL ASSISTANCE AMOUNT) RENTAL ASSISTANCE AMOUNT (round up if .25 or over to next \$50, cannot exceed \$350) | = |
| J | Subtract CURRENT RENT from RENTAL ASSISTANCE AMOUNT (D-I) TENANT RENTAL PORTION | |
| | | |
| K | TENANT RENTAL PORTION divided by INCOME (J/B) HOUSING HARDSHIP is created if % exceeds 50%. Applicant is not eligible | |



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Stabilizing Year-Round Cape Codders for Over 30 Years
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GENERAL AUTHORIZATION FOR RELEASE OF INFORMATION

Name: _____

Address: _____

I, the above named individual, have authorized Harwich Ecumenical Council for Housing, (HECH) to verify the accuracy of the information which I have provided to the Housing Authority from the following sources (specify):

- | | |
|------------------------------------|--|
| Courts | US Office of Personnel Management |
| Criminal History Board | US Department of Veteran's Affairs |
| Law Enforcement Agencies | Banks, Stockbrokers |
| Employers: Past and Present | Financial Institutions |
| Schools and Colleges | Landlords: Past and Present |
| US Department of Defense | US Department of Immigration |
| US Postal Service | Alimony Provider |
| Child Care Provider | Educational Institutions/Financial Aid |
| State Employment Security Agencies | Social Security Administration |
| Welfare Agencies | Handicapped Assistance Providers |
| Annuity Providers | Pension Providers |
| Credit Reporting Bureaus | Department of Revenue |
| Medical Care Providers | Registry of Motor Vehicles |

I hereby give you my permission to release this information to Harwich Ecumenical Council for the Homeless. I would appreciate your prompt attention in supplying the information requested on the attached page to the HECH within five (5) days of receipt of this request.

HECH
PO Box 638
West Harwich, MA 02671
508-432-0015

I understand that a photocopy of this authorization is as valid as the original.

Thank you for your cooperation in this matter.

Signature

Date Signed: _____

THIS AUTHORIZATION IS VALID FOR A PERIOD OF ONE YEAR FROM THE DATE NOTED



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PROGRAM PARTICIPATION AGREEMENT

This Program Participation Agreement, from here on referred to as the “Agreement,” is between Town of Eastham Affordable Housing Trust represented by Harwich Ecumenical Council for Housing, (HECH) and _____, from here on referred to, as the “Participants.” The purpose of the Agreement is to establish the commitment of the Participants, as well as to clarify the roles and responsibilities of everyone involved.

I. Purpose of the Program Participation Agreement

The purpose of the Program Participation Agreement is to allow a family to have affordable, year-round housing while participating in a program which will educate and/or enabling them to become self-sufficient within a three (3) year period. Participants are required to certify household income on an annual basis.

Each year the Participants shall renew the Rental Assistance Agreement and shall provide documentation in the form of a report from an assigned Case Manager.

The report will provide successful Goals as set by the Case Manager and Participant at the time of initial program acceptance.

Each year the Participants, who chooses self-sufficiency shall renew the Rental Assistance Agreement and shall document all efforts made by them to increase their ability to pay their rent on their own. Efforts will be documented through Case Management reports.

II. Harwich Ecumenical Council for Housing, (HECH)

HECH’s role under this Agreement is to provide the rental assistance for the participants, as outlined in the Rental Assistance Agreement. HECH will conduct annual income certifications to begin 90 days prior to the end of each lease term.

III. Participants Responsibilities

Participants shall adhere to the Lease between their current Landlord and the Rental Assistance Agreement.

Participants further agree:

- Supply any information that HECH determines to be necessary, including evidence of citizenship or eligible immigration status, and information for use in a regularly scheduled reexamination or interim reexamination of family income and composition;



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- Supply any information or verification requested by the HECH relating to whether the family is residing in the unit or whether the family is absent from the unit;
- Promptly notify HECH in writing when the family is absent from the unit for a period of time in excess of 30 days;
- Allow HECH to inspect the unit at reasonable times and after reasonable notice;
- Notify HECH and the owner in writing before moving out of the unit or terminating the lease;
- Promptly notify the HECH in writing of the birth, adoption, or court awarded custody of a child;
- Request HECH’s written approval to add any other family member as an occupant of the unit;
- Promptly notify HECH in writing if any family member no longer lives in the unit;
- Give HECH a copy of any owner eviction notice;
- Pay for utilities and supply and maintain any appliance that the family is required to provide under the lease;
- Use the assisted unit for residence by the family. The unit must be the family’s only residence.
- Notify HECH in writing 90 days prior to Lease renewal to be considered for continuation in the program for additional year 2 and again for additional year 3.
- Comply with all Case Management requirements.

The Household understands it shall not:

- Own or have any interest in the unit (other than in a cooperative, or the owner of a manufactured home leasing a manufactured home space);
- Engage in profit making activities in the unit unless such activities are incidental to the primary use of the unit as a residence by the family;
- Commit any serious or repeated violation of the lease;
- Commit fraud, bribery, or any other corrupt or criminal act in connection with the program;
- Participate in drug-related criminal activity or violent criminal activity;
- Sublease, let or transfer the unit or assign the lease;
- Receive another housing subsidy for the same unit or for a different unit under any other federal, state or local housing assistance program;
- Damage the unit or premises (other than damage from ordinary wear and tear) or permit any guest to damage the unit or premises.



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I/WE HEREBY CERTIFY THAT I UNDERSTAND THE FAMILY OBLIGATION OF THE HARWICH VOUCHER PROGRAM, AND THAT A VIOLATION OF THESE OBLIGATIONS MAY RESULT IN TERMINATION FROM THE PROGRAM.

Participant (1)

Harwich Ecumenical Council for Housing
Martha Person, Program Coordinator

Participant (2)

Date

Unit Address: _____

Town: _____

Expiration Date: _____ (1st year)



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Date:

Dear _____,

We are pleased to announce that your Tenant(s), _____ has been accepted into the "Brewster Rental Assistance Program".

The following documents require completion and your signature:

Request for Program Payment
W-9
Voucher Payment Contract

I have attached a Program Overview for your information. This Program is funded for up to three (3) years through the Community Preservation Fund and administered by Harwich Ecumenical Council for Housing, (HECH) and The Homeless Prevention Council.

The following is the breakdown of rent responsibility:

Total Rent: \$ _____
Rental Assistance Amount: \$ _____
Tenant Share: \$ _____

If you have any questions, please do not hesitate to contact me at 508.432.0015 x102 or email martha@hech.org.

We look forward to working with you and your tenant(s).

Sincerely,
Martha Person
Program Coordinator



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**EASTHAM RENTAL VOUCHER PROGRAM
VOUCHER PAYMENT CONTRACT**

This Voucher Payment Contract is entered in to between the Harwich Ecumenical Council for Housing, (HECH) representing the Eastham Affordable Housing Trust and _____, (Owner) for the Owner's property located at: _____, Eastham MA 02642.

1. PURPOSE

HECH has executed a Contributions Contract with the Town of Eastham pursuant to which rental assistance funds are made available to property owners who lease decent, safe, and sanitary housing units to program eligible tenants. HECH provides rental assistance funds to the Owner on behalf of eligible Tenants. In agreeing to provide rental assistance to the Owner, HECH can only commit itself to the extent that it is funded for this purpose by the Town of Eastham's Community Preservation Funds for up to a maximum of three (3) years. This program is known as the Eastham Rental Assistance Program and is currently in effect.

WHEREAS, the HECH and the Owner do hereby agree as follows:

2. CONTRACT UNIT(S), TERM OF CONTRACT

This Contract applies to the following Unit(s) _____, Eastham MA 02642.

_____ (Tenant(s))

1. The Tenant has been issued a Rental Voucher by HECH. Once the Tenant vacates the contract unit described herein, HECH will terminate voucher payments to the Owner. HECH is under no obligation to provide a replacement tenant to the Owner.
2. The term of this Contract shall be for one year beginning on _____, 2022 (1st year).
3. The Contract may be renewed annually up to three (3) years by HECH or an agent of designated by the Town of Eastham.

3. LEASE

1. The Owner shall enter into a lease for each contract unit for which rental assistance is paid. All leases shall be for the term of one year. Leases will be signed only by the Owner and the Tenant of the unit. The Lease shall not disclaim or modify any of the Owner's legal obligations or provide for indemnification by the Tenant on account of breach of the Owner's legal obligation(s). In addition, the lease shall incorporate as terms the following three



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Owner obligations which shall be enforceable by the Tenant under the lease as a third party beneficiary of this Contract:

2. The Owner shall not terminate the tenancy except for violation of Federal, State or local law which imposes obligations on the Tenant in connection with the occupancy of the contract unit and surrounding premises; or other good cause.
3. The Owner shall maintain the contract unit in compliance with Article II of the State Sanitary Code, State Building Code and any other applicable law.
4. The Owner shall not discriminate against any tenant or applicant for tenancy on the grounds of age, race, color, creed, religion, sex, sexual orientation, handicap, national origin, marital or family status, or welfare reciprocity.

4. VOUCHER PAYMENTS

1. Voucher payments shall be paid by HECH directly to the Owner. Payments shall be made only for a program-eligible Tenant during the actual period of occupancy in a unit under contract. In no event shall payments be made by HECH pursuant to this program for vacancy losses, damage claims, Tenant's share of rent arrearage, or any other fee or charge owed by the Tenant.
2. The Owner shall not charge program-eligible tenants more rent than non-subsidized tenants occupying comparable units in the same development.
3. HECH shall pay to the Owner the approved Voucher amount on behalf of each program-eligible Tenant and the balance of the rent shall be paid to the Owner by the Tenant. Voucher amounts paid by HECH to the Owner are subject to change during annual recertification of program-eligible Tenants. If the Voucher amount changes, HECH will provide at least a calendar month written notice to the Owner and the affected Tenant.
4. Endorsement by the Owner on the check or signed ACH agreement shall be conclusive evidence that the Owner has received the full amount of Voucher payment for the month, on behalf of the affected Tenant, and shall be the Owner's certification that:
5. The contract unit is decent, safe and sanitary in accordance with Article II of the State Sanitary Code, and other applicable law, and the Owner is providing all the services, maintenance and utilities which the lease and/or this Contract require.
6. The contract unit is leased to the Tenant named in the lease.
7. The amount of the monthly Voucher payment to the Owner is not more than the monthly rent set in the Lease.

5. MAINTENANCE, OPERATION AND INSPECTION

1. The Owner shall maintain and operate the contract unit(s) and related facilities in accordance with Article II of the State Sanitary Code, and agrees to provide all the services, maintenance and utilities as agreed to in the lease.
2. HECH shall have the right to conduct annual inspections of the contract unit(s)



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and related facilities to assure that each unit is in decent, safe and sanitary condition, and that the Owner is providing all the services, maintenance and utilities which the lease(s) and/or this Contract require.

3. If HECH received notice from the local board of health or other local code enforcement entity that a contract unit occupied by a program eligible Tenant does not comply with the State Sanitary Code or applicable lead paint laws, and the violations remain beyond the time prescribed for repair by the local code enforcement entity, HECH shall terminate Voucher payments to the Owner for the affected unit

6. HECH RESPONSIBILITIES

1. HECH shall certify that each Tenant of a contact unit is eligible for participation in the Eastham Rental Voucher Program (ERVP) annually.
2. HECH shall make monthly Voucher payments to the Owner on behalf of the program-eligible Tenant(s) on or about the first of each month.
3. HECH shall terminate a Tenant's participation in the Eastham Rental Voucher Program, (ERVP) at any time the Tenant fails to fulfill any responsibility specified in the executed Voucher document or at such time as the Tenant is no longer eligible for program participation in the ERVP.
4. HECH shall terminate Voucher payments to the Owner made on behalf of a Tenant on the date the Tenant vacates a contact unit, becomes ineligible or is terminated from the program.
5. HECH shall terminate Voucher payments to the Owner made on behalf of a Tenant at such time as HECH has determined that the Owner has failed to fulfill any obligation specified in this Contract, including but limited to: 1) failing to maintain the unit in compliance with Article II of the State Sanitary Code, State Building Code or other applicable law; or 2) requesting or accepting payments for use and occupancy of the contract unit from the Tenant in excess of the amount permissible under the Eastham Rental Voucher Program.

7. HECH ACCESS TO PREMISES AND OWNER'S RECORDS

1. The Owner shall provide any information pertinent to this Contract which HECH may reasonably require for any purpose, including compliance reviews and compliant investigations.
2. The Owner shall permit HECH or any of their authorized representatives to have access to the premises and, for the purpose of audit and examination, to have access to any books, documents, papers and records of the Owner to the extent necessary to determine compliance with this Contract, including the verification of information pertinent to the Voucher payments



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8. RIGHT OF HHA IF OWNER BREACHES THE CONTRACT

1. Any of the following shall constitute a breach of this Contract:
If the Owner has violated any obligation under this Contract; or
2. If any of the Owner’s certifications set out in Paragraph 4.D are false when made (including but not limited to the date on which a check is endorsed).
3. If the Owner has committed any fraud or made any materially false statements to HECH in connection with this Contract or has committed fraud in connection with any other housing assistance program.

If HECH shall have determined that a breach has occurred, HECH shall notify the Owner in writing of such determination, including a brief statement of the reasons for the determination. The notice by HECH to the Owner may require the Owner to take corrective action (to be verified by HECH) by a time prescribed in the notice. HECH’s rights and remedies for breach of this Contract include recovery of overpayments, termination of Voucher payments, termination of this Contract, appropriate injunctive relief, damages (if appropriate), and all other legally available relief.

Any termination or reduction of Voucher payments, or termination of the Contract by HECH in accordance with this Contract, shall be effective at the time specified in a written notice by HECH to the Owner.

HECH’s exercise or non-exercise of any remedy on account of the Owner’s breach of this Contract shall not constitute a waiver of the right to exercise that or any other right or remedy at any time.

9. HECH RELATION TO THIRD PARTIES

1. The Owner is not the agent of HECH, and this Contract does not create any relationship between HECH and any lender to the Owner or any suppliers, employees, contractors or subcontractors used by the Owner in connection with implementation of this Contract.
2. Except as otherwise specifically provided, nothing in this Contract shall be construed as creating any right of a Tenant or other third party to enforce its terms.

10. TRANSFER OF THE CONTRACT

1. The Owner shall notify HECH when a change in ownership occurs. Change in ownership shall obligate the new owner, as “Owner” under this contract.



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11. FUNDING AVAILABILITY

1. All rental assistance funds for the Eastham Rental Voucher Program are subject to appropriation by the Town of Eastham Community Preservation Fund and the release of such funds by the Town of Eastham's Community Preservation Committee and the vote of Town Meeting

12. ENTIRE AGREEMENT: INTERPRETATION

1. This Contract contains the entire agreement between the Owner and HECH. No changes in this Contract shall be made except in writing signed by both the Owner and HECH.
2. This Contract shall be interpreted and implemented in accordance with the laws of the Commonwealth of Massachusetts.

Signed under the pains and penalties of perjury.

HARWICH ECUMENICAL COUNCIL for the HOMELESS, Inc.

By: _____
Martha Person
Program Coordinator

Date Signed: _____, 2022

PROPERTY OWNER

By: _____
Print Name

Signature: _____

Date Signed: _____

Owner's Social Security or Tax-ID Number: _____



AUTHORIZATION AGREEMENT FOR PRE-AUTHORIZED CREDIT/DEPOSITS

ACH CREDIT

LANDLORD NAME: _____

TAX ID #: _____

STREET ADDRESS: _____

CITY, STATE, ZIP CODE: _____

I/We authorize HECH, hereinafter called "Company", to initiate credit entries and to initiate, if necessary, debit entries and adjustments for any credit entries made in error to my/our **Checking** ___ **Savings** _____ account (select one) indicated at the depository named below, hereinafter called "Depository", to credit and/or debit the same to such account.

DEPOSITORY/BANK NAME: _____

BRANCH: _____

CITY, STATE, ZIP CODE: _____

ROUTING NUMBER: _____

ACCOUNT NUMBER: _____

This Authorization Agreement is to remain in full force an effect until "Company" has received written notification from me (or either of us) of its termination in such time and in such manner as to afford "Company" a reasonable opportunity to act on the request.

SIGNATURE OR LANDLORD OR AUTHORIZED REPRESENTATIVE

PLEASE PRINT NAME

E-MAIL ADDRESS

DATE



Town of Brewster

2198 Main Street
Brewster, MA 02631-1898
Phone: (508) 896-3701
Fax: (508) 896-8089

Office of:
Select Board
Town Manager

CERTIFICATE OF NON-COLLUSION/GOOD FAITH

The undersigned hereby certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity or group of individuals. This bid or proposal is made without any connection or consultation with any other person making any bid or proposal for the same work.

7-28-2003

(date)

(Signature)

Kimberly Bargee

(Printed name of person signing bid or Proposal)

Harwich Ecumenical Council for the Homeless, Inc.

(Name of Business)

120 Route 28/10 Box 638 W. Harwich, MA 02671

(Business address)

508-432-0015

(Business phone number)



Town of Brewster
Attn. Donna J. Kalinick
Assistant Town Manager
2198 Main Street
Brewster, MA 02631

July 25, 2023

Dear Donna,

Enclosed please find Housing Assistance Corporation's response to the Town of Brewster's RFQ for its Brewster Rental Assistance Program.

As we near our 50th anniversary, Housing Assistance has a long history of serving every town on Cape Cod, including Brewster. Our agency's work is more important than ever before with the pandemic exacerbating the region's housing crisis. The crisis is impacting a growing number of Cape Codders at all income levels, from the unhoused to our workforce, who are finding it increasingly more difficult to find safe, attainable housing in our region.

Housing Assistance's breadth and depth of programs makes it well-suited to not only deliver the scope of services required for this program, but to ensure all the housing needs of Brewster residents enrolled in this program are met.


Our staff's familiarity with vetting income, working with landlords, providing case management, and connecting households to the services they need to not only get housed, but stay housed will set the Brewster Rental Assistance Program up for success. Our agency's experience having managed this program, as well as similar ones in other towns on Cape Cod, will only serve to benefit households enrolled in the Brewster Rental Assistance Program.

The Cape, and communities like Brewster, can no longer afford to lose year-round residents because of a lack of affordable and attainable housing. While our agency works to address the long-term solution to the crisis through housing development, programs like this offer a much-needed short-term solution – keeping our year-round residents stably housed through rental assistance.

We are confident that we can meet the requirements of this program and support residents living paycheck to paycheck who are at risk of losing their homes. We will complement each household's rental assistance with an effective case management approach that will empower them to meet their financial goals.

Should you have any questions about Housing Assistance's application and our current work managing rental assistance programs throughout the Cape, please don't hesitate to contact me.

Sincerely,


Cassi Danzl
Chief Operating Officer



Brewster Rental Assistance Program

Housing Assistance Corporation (HAC) is seeking a \$150,000 grant from the Town of Brewster to manage the Brewster Rental Assistance Program over a three-year period. HAC has been overseeing this program since its inception in 2020, connecting income-eligible households in Brewster with the financial resources and services to prevent them from becoming homeless and to keep them stably housed.

With HAC's expertise, breadth of programs, and familiarity with the program, we are confident we can continue to support low-income households, earning up to 80% of the Area Median Income (AMI), in accessing and maintaining market, and affordable long-term housing options in Brewster.

Qualifications

Founded in 1974, Housing Assistance is now in its 49th year providing essential housing services and solutions aimed at helping year-round households on Cape Cod and the Islands to get housed and stay housed. Our programs fall into three main categories: homelessness prevention; housing stabilization; and empowerment.

Housing Assistance's services cover the spectrum, from homeless individuals living on the streets and in the woods of Cape Cod, to empowering our region's workforce to become homeowners. We provide multiple layers of support to all households we serve, ensuring they can not only live, but thrive on Cape Cod.

Prior to the pandemic, we served, on average, over 5,000 individuals on an annual basis in our region. This number has increased to an average of over 6,000 individuals annually, one indicator of the housing crisis which is impacting more Cape Codders because of the lack of affordable and attainable rentals and homes. In 2022, we served over 6,200 individuals through our programs for low- and middle-income households.

Since 1991, Housing Assistance has managed a private Homeless Prevention Program. It has served to complement the public programs we administer, which includes RAFT (Residential Assistance for Families in Transition), that keep families and individuals in our region stably housed. We continue to have a need for private funding to support households who don't qualify for public funding, but still need financial assistance to remain stably housed. In 2022, we prevented 800 households on Cape Cod and the Islands from becoming homeless, providing them with one-time emergency funding to keep them stably housed and off the streets and out of shelter.

HAC is the go-to agency for federal and state rental assistance on Cape Cod, Martha's Vineyard, and Nantucket. Our staff has the knowledge, expertise, and resources needed to deliver the financial support that households rely upon to get housed and stay housed in our region. Along with financial support, HAC provides wraparound services which includes case management, education, and working closely with other nonprofits to support households in addressing their other social service needs.

Along with our homeless prevention program, we are the largest administrator of Section 8 and MRVP housing vouchers in the region. We manage roughly 1,200 vouchers on an annual basis, funding that ensures income-eligible households receive the rental assistance they need to stay housed.



Last year, we launched THRIVE (Tools to Help Residents in a Vulnerable Economy), a new program which provides a shallow rental subsidy of up to \$450 for households who earn up to 100% AMI and are currently paying more than 30% of their income towards rent but don't qualify for or receive public assistance, and who work in the childcare or disability care industries. Coupled with the rental assistance is one-on-one counseling with a HUD-certified Housing Counselor at Housing Assistance who works with each client to identify financial goals and practical steps they can take to achieve them. These goals include a variety of outcomes, including reducing personal debt; starting a savings account; improving credit; and/or creating a plan to become a homeowner. Beginning July 1, 2023, this initiative has expanded to other essential industries.

Since 2017, Housing Assistance has managed a Homeless Prevention Program in Falmouth with the support of Falmouth Human Services. The program has a Housing Assistance staff member in Falmouth on a part-time basis, working with households to address their housing needs. Clients range from individuals who are homeless to families facing homelessness. Our Housing Counselor works with clients to connect them to the internal Housing Assistance services and external social services they need to stabilize their living situation.

Our additional programs, including our Energy Department and Housing Consumer Education Center (HCEC), can help to stabilize each client's housing situation. For example, our Energy Department conducts free energy audits and implements no-cost weatherization measures that reduce a household's energy consumption as well as their utility bills. Our HCEC offers several financial literacy workshops which focus on everything from setting up a household budget to improving one's credit to the steps needed to become a homeowner on Cape Cod and the Islands. This education provides practical tips that households can utilize to stabilize their housing, improve their finances, and work towards homeownership.

Housing Assistance has a long history of serving Brewster residents, highlighted by several affordable housing developments that include Wells Court which was completed in 2006 and which brought 24 senior rental units to the Lower Cape town. This year, we completed 30 affordable units at Brewster Woods. And we have another 45 units in our development pipeline proposed for Millstone Road in Brewster. We currently have 11 Brewster residents enrolled in the Brewster Rental Assistance Program.

Our work in Brewster includes managing the Brewster Rental Assistance Program which included providing Covid-19 emergency rental assistance to support households in maintaining their housing during the pandemic. Through the Covid-19 Emergency Rental Assistance Program, we supported households earning up to 100% AMI. As part of our work managing the Brewster Rental Assistance Program, we conducted the work being required through this RFQ, including tenant income qualification; working with landlords and tenants on leases; disbursing payments to landlords; and providing case management to support tenants in meeting their financial goals.

HAC's longstanding expertise with rental assistance and case management; breadth of internal programs; familiarity with Brewster; and knowledge of external social services that can support tenants in stabilizing their housing are just a few of the reasons why we are confident we can not only meet but exceed the requirements of Brewster's Rental Assistance Program. Our new satellite office in Orleans, which we opened last year, also gives Brewster residents the ability to meet with our staff in-person without having to travel all the way to Hyannis.



Timetable

Housing Assistance already has processes in place in which to market the Brewster Rental Assistance Program; conduct intake, and review income qualifications and needs of prospective clients; work with landlords in Brewster in setting up terms of leases with clients; conduct counseling and case management with clients to set financial goals and steps to achieving them; and submit quarterly reports to monitor the progress of the program.

Because our staff currently works with residents in each town on Cape Cod, including Brewster, we may know of current clients who may qualify and benefit from this program. Additionally, we will conduct outreach, ensuring it adheres to affirmative fair housing marketing guidelines, to reach all potential households in Brewster. We will utilize advertising, press releases, social media, emails, website postings, and PSAs on public access television and radio as part of our efforts to market the Brewster Rental Assistance Program.

If approved for the Brewster Rental Assistance Program, HAC will begin marketing the program immediately. Because we want as many eligible households as possible to have access to this program, we will wait until we have conducted the affirmative fair marketing of it before we begin actual implementation. We have the ability to conduct all aspects of the program – intake; working with tenants and landlords; reviewing leases; case management; and determining the appropriate subsidy and making payments to landlord – immediately as we are conducting rental assistance to all towns on Cape Cod and the Islands.

We will submit reports every three months in a timeframe that meets the needs of the Town of Brewster.

Cost

Since we have existing trained and experienced staff and administrative processes and infrastructure, we can administer the program including the costs of case management for 5% of the total contract. If the final contract amount is \$150,000, then our administrative and case management costs would be \$7,500. This would enable us to serve more households (up to 23), 8 more than the RFQ requires.

Resumes

The following resumes of HAC staff who will be involved in managing this program are attached as part of this application:

Cassi Danzl, Chief Operating Officer

Cassi is responsible for overseeing the organization's operational processes and all client programs.

Heidi Archibald, Senior Director of Leased Housing and Housing & Consumer Education Center

Heidi will be responsible for overseeing the Brewster Rental Assistance Program with support from Katie Geissler, Site Director in the Orleans Office & Director of Family Empowerment.



Katie Geissler, Orleans Office Site Director & Director of Family Empowerment

Katie will be responsible for facilitating intake and support services for clients in the Brewster program.

References

Barnstable County (For Housing First, Cape Homes, and Parkway House—all supported housing programs that pair housing subsidy and case management).

Dan Gray, CoC Program Manager daniel.gray@capecod.gov
Barnstable County Department of Human Services Office: 508-375-6626

MHSA (For Home and Healthy for Good. A supported housing program which provides a shallow subsidy and case management to high-risk households at risk of recurrent homelessness)

Samantha Salem Program Manager Massachusetts Housing & Shelter Alliance (MHSA)
s.salem@mhsa.net

EOHLC (Home BASE 12-month program that includes casework and shallow subsidy rental assistance and RAFT an emergency financial assistance program)

As the regional administrator for the EOHLC-funded RAFT and ERAP financial assistance programs, we work with households on Cape Cod and the Islands at-risk of eviction in filling out, completing and processing applications to prevent them from becoming homeless.

Amy Mullen, RAFT Program Director
Division of Housing Stabilization-Executive Office of Housing and Livable Communities

Phone: (617) 573-1368 amy.mullen2@state.ma.us

Sample of Work- Broad Services Information- Attachments

Housing Assistance Regional Impact Map 2022
Housing Assistance Program Highlights 2022
Housing Assistance Client Services Brochure 2023



Sample of Work-Rental Assistance Forms and Links

- Overview of financial assistance programs and eligibility:

<https://haconcapecod.org/programs/homeless-prevention/>

- Online application form - one unified form for all financial assistance programs

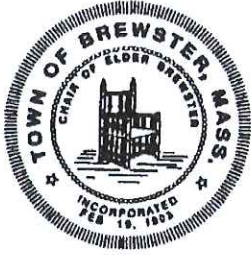
<https://www.cognitofrms.com/HousingAssistanceCorporation/ApplicationForRAFTAndERMA>

Brewster Rental Program Forms -Attachments

Brewster Action Plan
Brewster Funding Approval
Brewster Intake Form
Brewster Ongoing Cover Sheet
Brewster Elderly Intake Form
Financial Assistance Form
Ineligibility Letter
Brewster Owner Agreement
Brewster Participant Contract
RAFT Form-Portuguese

Non-collusion Form

A signed non-collusion form is attached to this application.



Town of Brewster

2198 Main Street
Brewster, MA 02631-1898
Phone: (508) 896-3701
Fax: (508) 896-8089

Office of:
Select Board
Town Manager

CERTIFICATE OF NON-COLLUSION/GOOD FAITH

The undersigned hereby certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity or group of individuals. This bid or proposal is made without any connection or consultation with any other person making any bid or proposal for the same work.

7/27/2023
(date)

[Signature]
(Signature)

Cassi Danzi, COO
(Printed name of person signing bid or Proposal)

Housing Assistance Corp
(Name of Business)

460 West Main St Hyannis, MA 02601
(Business address)

508-771-5400
(Business phone number)



815-715-6477

cassi.danzl@gmail.com

PROFESSIONAL DEVELOPMENT

Licensed Mental Health Counselor in Massachusetts, License 8028
May 24, 2012 – Present

EDUCATION

ASSUMPTION COLLEGE
Worcester, MA

Masters of Arts, Counseling Psychology Concentrations in Cognitive Behavioral Therapy and Child/Family Treatment
GPA 3.92
2010

UNIVERSITY OF INDIANAPOLIS
Indianapolis, IN

Bachelor of Arts, Psychology
Summa Cum Laude
2007

CASSANDRA J. DANZL, MA, LMHC

CHIEF OPERATING OFFICER

EXPERIENCE

Chief Operating Officer | Housing Assistance Corp., Hyannis, MA

January 2022 to present

Responsible for overseeing the organization's operational processes and to ensure a superb customer experience. Provides management and oversight to Vice President and Department Directors to ensure streamlined operations. Supports program development, contract management, and operations.

Vice President of Programs and Client Services | Housing Assistance Corp., Hyannis, MA

July 2020 to December 2021

Responsible for organization wide client services, referral systems, and process improvement. Responsible for department administration and oversight for programs that service individuals and families including residential recovery program, case management, housing counseling, community education, financial assistance, permanent supportive housing, homeless outreach, and family empowerment.

Director of Family and Individuals Services | Housing Assistance Corp., Hyannis, MA

January 2017 – June 2020

Responsible for department administration and oversight for programs that service individuals and families including family shelters, residential recovery program, case management, housing counseling, financial assistance, permanent supportive housing, homeless outreach, and family empowerment.

Center Director | Arbour Community Services, West Yarmouth, MA

June 2014 – December 2016

Responsible for clinical and managerial operations of outpatient mental health clinic and community based programs. Managed staff of 20 employees including clinicians, interns, paraprofessionals, and office staff.

Senior Site Coordinator | Arbour Community Services, Worcester, MA

June 2012 – May 2014

Responsible for community based clinical program for child/adolescents/families and community based case management program for high-risk adults. Grew program from 4 staff to 25 staff.

Outpatient Mental Health Clinician/Utilization Review Member | Arbour Counseling Services, Worcester, MA

May 2010 – May 2014

Secretary, Quality Assurance Committee | Arbour Counseling Services/ Arbour SeniorCare, Worcester MA

October 2011 – December 2015

Clinical Intern | Arbour Counseling Services, Worcester, MA

June 2009 – May 2010

Psychology Intern | Lennon & Associates-Family Bonding and Attachment Center. Carmel, IN

January 2007 – May 2007 192

HEIDI ARCHIBALD

SENIOR DIRECTOR OF LEASED HOUSING AND THE HOUSING& CONSUMER EDUCATION CENTER

PROFILE

Heidi joined Housing Assistance in August 2015 as a Program Representative in Leased Housing, before moving into multiple new roles, most recently Senior Director of LHD & HCEC. In 2021, Heidi ran the pilot program to HAC's new THRIVE initiative that launched during the summer of 2022. Today Heidi oversees the agency's Section 8 Portfolio through Leased Housing, along with numerous financial assistance programs, and Housing Counseling Services in HCEC.

Certifications

- Section 8 HVC Specialist Certification
- HUD Certified Housing Counselor
- HUD Certified HECM Reverse Mortgage Counselor

EDUCATION

University of Massachusetts Boston, MA
Bachelor of Arts, Philosophy & Sociology

EXPERIENCE

Senior Director of Leased Housing and Housing & Community Education Center | Housing Assistance Corporation *Hyannis, MA – April 2022 to present*

- Duties inclusive of Director of HCEC in addition to overseeing umbrella of services provided Leased Housing Department
- Provide supervision and support staff for staff including audit and performance improvement processes across departments while advising and updating COO regarding program changes and updates.
- Create and analyze reports in response to DHCD, HAC Management, and Internal/External Reviews.

Director of Housing & Community Education Center | Housing Assistance Corporation - Hyannis, MA – September 2021 – April 2022

- Oversees umbrella of services provided through Housing Consumer Education Center including educational/workshop offerings, housing counseling services, information and referral, financial assistance programs, as well as provide 1:1 Housing Counseling Services as needed.
- Provide supervision and support staff for staff including audit and performance improvement processes.
- Manage all departmental contracts and ensure compliance with all related reporting and regulation protocols as well as managing HUD Counseling Work Plan.

Lead Housing Counselor | Housing Assistance Corporation -

Hyannis, MA – July 2020 – Sept 2021

- Duties inclusive of Housing Counselor with additional supervisory requirements.

Housing Counselor | Housing Assistance Corporation -

Hyannis, MA – March 2018- July 2020

- Adhere to specific guidelines dictated from HUD for each type of counseling session completed including reverse mortgage and foreclosure counseling.
- Utilize multiple data programs to track client progress and provide individualized counseling materials.
- Provide information and guidance regarding a variety of significant financial transactions with high-risk clients.

Program Representative | Housing Assistance Corporation –

Hyannis, MA –August 2015 – March 2018

- Administer Section 8 Housing Choice Voucher caseload inclusive of recertifications, terminations, client interviews, with high level of accuracy
- Interpret and apply local (DHCD) and (HUD) regulations, policies, and procedures.
- Selected to assist in data system conversion process working with outside data management company.

KATIE GEISLER

Director of Family Empowerment/Orleans Office Site Director

EDUCATION

Hofstra University
Hempstead, NY 11549

Bachelors in Psychology
2005

CONTACT

PHONE: 508.246.9296

EMAIL:
Khalvorsen3103@gmail.com

EXPERIENCE

Orleans Office Site Director, Housing Assistance Corp., Hyannis, MA

August 2022-Present

Responsible for the daily operations as well as facility maintenance. Ensure all safety policies and regulations are implemented to make a safe and productive work environment for all employees. Ensure customer needs are being addressed.

Director of Family Empowerment, Housing Assistance Corp., Hyannis, MA

December 2019-Present

Responsible for the development and management of the Family Empowerment Program with a focus on economic mobility and self-sufficiency in a multi-program frame work. In charge of program development and implementation of the Family Empowerment Transitional Housing Program. Provide housing stabilization services for families exiting homelessness on Cape Cod and the Islands who utilize HomeBASE funding. Provide case management services to residents of the Town of Brewster through the Brewster Rental Assistance Program. Review and process Residential Assistance for Families in Transition (RAFT) applications.

Director of Scattered Sites Family Shelter, Housing Assistance Corp., Hyannis, MA

May 2015-December 2019

Responsible for ongoing development, planning, implementation and evaluation of a 17-family scattered site/co-share homeless shelter program. Managed staff and provided ongoing leadership, guidance, and supervision regarding program and client issues. In charge of ensuring compliance with the Department of Housing and Community Development family shelter administration plan.

Carriage House Program Director, Housing Assistance Corp., Hyannis, MA

March 2012-May 2015

Responsible for the ongoing development and planning of a 10 family, single mothers, congregate homeless shelter. Managed staff, scheduling, and bi-weekly payroll.

Carriage House Case Manager, Housing Assistance Corp., Hyannis, MA

March 2011-2012

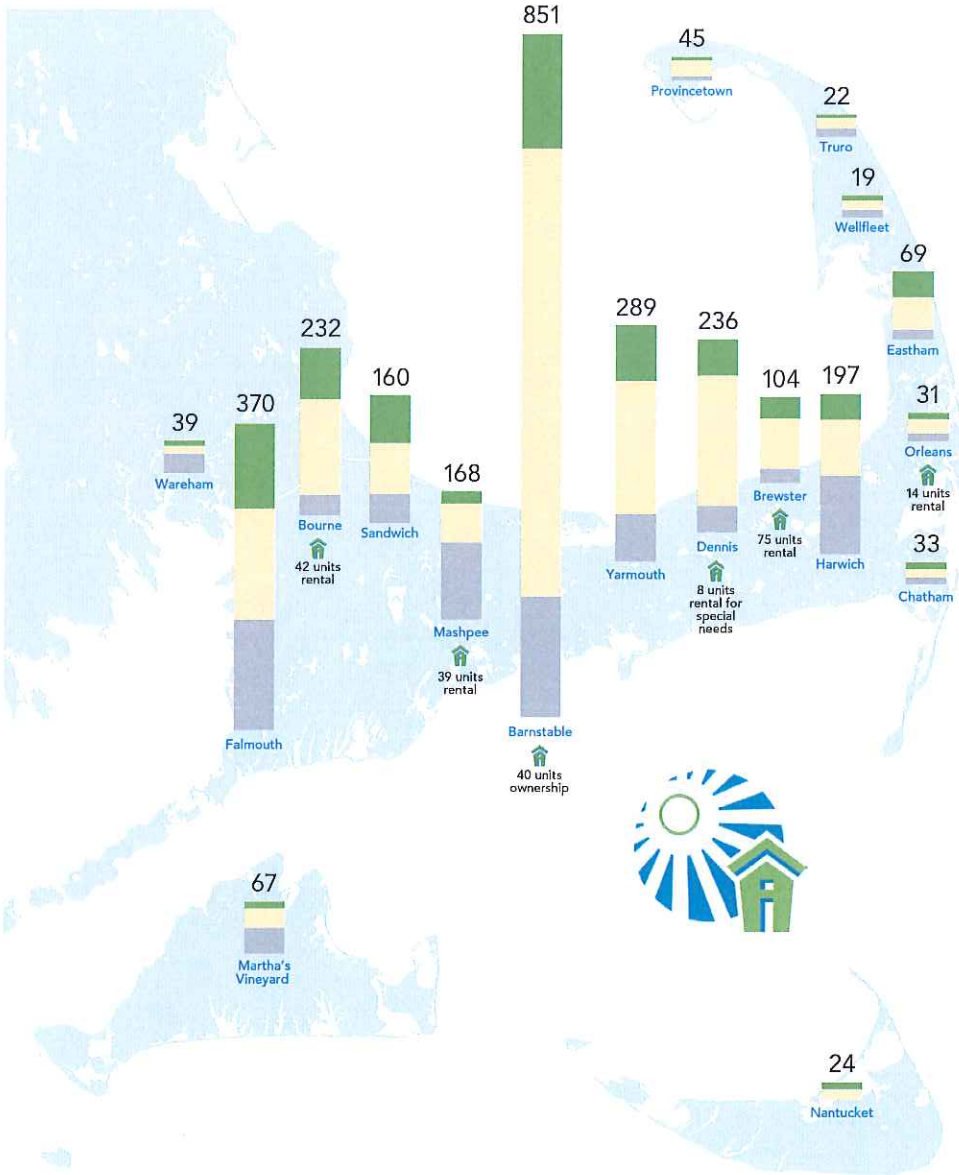
Village at Cataumet Case Manager, Housing Assistance Corp., Hyannis, MA

February 2007-March 2011



REGIONAL IMPACT

Housing Assistance offers a full continuum of housing programs and services throughout Cape Cod & the Islands. In 2022 we served over 6,200 clients through education, stabilization, prevention and services for the homeless.



Home Ownership Assistance & Education
Affordable housing lotteries, monitoring & resale of deed-restricted homes, and workshops in financial literacy, pre- and post-purchase, and housing search.

Rental Assistance
Federal and state rental subsidies for families, veterans, disabled individuals and seniors, and supported housing.

Energy Conservation & Improvements
Weatherization, heating system repair, and energy audits.

Communities where HAC worked on developing year-round housing and adding inventory in 2022.

Housing Information
1,322
HOUSEHOLDS
Counseled by intake staff

Family Shelters
241
PEOPLE
Including 132 children

Homeless Outreach
255
INDIVIDUALS
And case management to 277

Prevention
800
APPLICANTS
Received financial assistance to stay housed

Advocacy
854
HOUSING
Advocates signed up to speak out about housing

Households Served by Housing Assistance in 2022

Below is a breakdown of programs and the number of households served by town.

| TOWN | ENERGY | RENTAL | OWNERSHIP & EDUCATION | TOTAL |
|-------------------|------------|--------------|-----------------------|--------------|
| Barnstable | 161 | 556 | 134 | 851 |
| Bourne | 30 | 123 | 79 | 232 |
| Brewster | 13 | 68 | 23 | 104 |
| Chatham | 5 | 19 | 9 | 33 |
| Dennis | 36 | 165 | 35 | 236 |
| Eastham | 12 | 29 | 28 | 69 |
| Falmouth | 141 | 127 | 102 | 370 |
| Harwich | 97 | 69 | 31 | 197 |
| Martha's Vineyard | 37 | 23 | 7 | 67 |
| Mashpee | 96 | 48 | 24 | 168 |
| Nantucket | 0 | 13 | 11 | 24 |
| Orleans | 4 | 20 | 7 | 31 |
| Provincetown | 4 | 39 | 2 | 45 |
| Sandwich | 34 | 68 | 58 | 160 |
| Truro | 10 | 10 | 2 | 22 |
| Wareham | 29 | 8 | 2 | 39 |
| Wellfleet | 7 | 10 | 2 | 19 |
| Yarmouth | 56 | 171 | 62 | 289 |
| Off Cape | 0 | 45 | 63 | 108 |
| TOTAL | 772 | 1,611 | 681 | 3,064 |



Building Strong Communities on Cape Cod & the Islands

Housing Assistance offers a full continuum of housing programs and services throughout Cape Cod & the Islands. Our work evolves with the changing needs of the community, while our funding priorities remain focused around:

- Reducing homelessness;
- Promoting self-sufficiency and empowerment; and
- Increasing affordable and attainable housing inventory



Housing Assistance Corporation

MAIN OFFICE: 460 West Main Street, Hyannis, MA 02601

LOWER CAPE OFFICE: 78 Route 6A, Orleans, MA 02653

508-771-5400 • HAConCapeCod.org

Follow Us on Social Media

@HAConCapeCod



Some highlights from 2022

Thank you for supporting Housing Assistance. We couldn't do it without you!



Housing to Protect Cape Cod

Launched Housing to Protect Cape Cod to advocate for more affordable and attainable housing for locals. Commissioned The Concord Group to delve deeply into the Cape's regional economy and housing market.



THRIVE

Empowered local workers with rental vouchers and financial literacy training through our new THRIVE (Tools to Help Residents in a Vulnerable Economy) program.

Grow Smart Cape Cod



Launched the mapping project, Grow Smart Cape Cod, in partnership with the Association to Preserve Cape Cod (APCC) that identifies priority areas for affordable moderate-density housing development and priority areas for natural resource protection.



\$10M in rental assistance

Protected some of our most vulnerable neighbors and ensured they were able to remain in safe, stable housing by distributing over 10 million in rental assistance since March of 2020.

Assistance for migrants

Helped 48 migrants navigate the shelter system and connect with other resources in partnership with state agencies and other nonprofits.



New office in Orleans

Expanded services to residents on the Lower Cape and Outer Cape with a new satellite office in Orleans.



Team up for housing

CEO Alisa Magnotta was honored to be named co-chair of Gov. Maura Healey's transition committee on housing. We're excited our new governor has made the housing crisis one of her top priorities.





I'd like free energy efficiency services for my home.

If you are eligible for Fuel Assistance (LIHEAP), on discounted gas or electric rates, or if your household falls under 60% of Area Median Income, you may be eligible for free energy efficiency services that can save you money.

Services include:

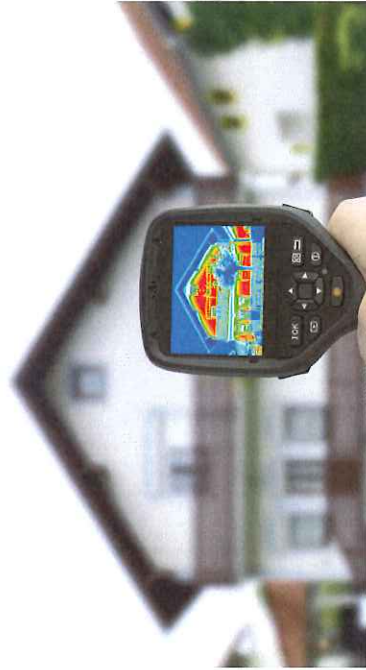
- Appliance Replacement Program
- Weatherization Services
- HEARTWAP – Heating System Repairs, Maintenance and Replacement

Call us to determine your eligibility. Many programs begin with a free energy efficiency assessment.

BARNSTABLE & DUKES COUNTY RESIDENTS:
Cape Light Compact at (800) 797-6699

WAREHAM OIL, ELECTRIC OR PROPANE HEAT CUSTOMERS: HAC at (508) 771-5400, x123

WAREHAM NATURAL GAS HEAT CUSTOMERS:
South Shore Community Action Council in Plymouth (508) 747-7575, x6253



Hours of operation and many applications, forms and answers to frequently asked questions can be found online.

HAConCapeCod.org
508-771-5400

Housing Assistance Corporation

MAIN OFFICE:
460 West Main Street, Hyannis, MA 02601

LOWER CAPE OFFICE:
78 Route 6A, Orleans, MA 02653

HOUSING Services

For residents of Cape Cod, Martha's Vineyard and Nantucket



HAConCapeCod.org



I need urgent financial assistance to stay housed or get into housing.

Housing Assistance manages several state, federal and private housing assistance programs including ESG (Emergency Solutions Grant), RAFT (Residential Assistance for Families in Transition), and private homelessness prevention grants.

We are happy to talk through your situation and identify any funding programs or services that may be available to you. Even if you've never qualified for public assistance, don't be afraid to ask for help now.

Call (508) 771-5400 or email hac@haconcapecod.org.



I need to find a rental or home to buy.

Rentals are always scarce on Cape Cod and the Islands! We build and advocate for towns to build affordable year-round homes. Check our website for current listings.

You may want to consider a deed-restricted Affordable home. For income eligible households with steady income and good credit, these homes are available to purchase for less than market-rate prices. All home purchasers must get pre-approval from a local lender. The mortgage could be less than average rent!

Learn more about current rentals and Affordable homeownership on our website (haconcapecod.org) under Available Housing.



I'm interested in your Money Matters, Housing Search, and Homebuyer classes.

Housing Assistance is one of nine regional Housing Consumer Education Centers (HCEC) in Massachusetts. We provide a variety of workshops, services and materials designed for tenants, homebuyers, homeowners and owners of rental properties. Our Money Matters personal finance skills class and our Housing Search classes are free. First-time homebuyer classes can qualify you for financial benefits.

PLEASE SEE OUR CLASS SCHEDULE

To register email education@haconcapecod.org.



I want to get on a rental voucher or affordable rental wait list.

The wait lists for most vouchers are several years long, so start your application today! Some programs may have earlier availability, if you are eligible.

FOR FINANCIAL ASSISTANCE OR RENTAL VOUCHERS

Applications and more information are available on our website (haconcapecod.org).

Call (508) 771-5400 or email hac@haconcapecod.org.



I need to get into shelter.

Housing Assistance operates three family shelters with entry through Department of Housing and Community Development.

INDIVIDUALS LOOKING FOR SHELTER

Contact St. Joseph's shelter (774) 470-5976.

TO APPLY FOR FAMILY SHELTER

Call the DHCD Remote Assistance line at (866) 584-0653.



I need advice regarding reverse mortgages or foreclosure prevention.

Housing Assistance is the only HUD-approved housing counseling agency serving Cape Cod and the Islands. Foreclosure counseling is a free service regardless of income level. Beware of foreclosure rescue offers that charge you money! Reverse mortgage counseling is also available for a fee or for free depending on income level.

REVERSE MORTGAGE & FORCLOSURE PREVENTION

Contact Heidi Archibald at (508) 771-5400, x207 or harchibald@haconcapecod.org.

Client Name/s: _____ Date: _____

Preferred Contact: Email: _____ Phone: _____

Financial Assessment/Summary:

Gross Monthly Income: _____ Monthly Rent: _____ Housing Ratio: _____

Monthly Debt Payments: _____ Current Savings: _____ Credit Score/s: _____

Client Goals:

- 1. _____
 Short term: <3 mo Medium Term: 3-6 months Long Term: 6+ months
- 2. _____
 Short term: <3 mo Medium Term: 3-6 months Long Term: 6+ months
- 3. _____
 Short term: <3 mo Medium Term: 3-6 months Long Term: 6+ months

Client Obstacles:

- 1. _____
- 2. _____
- 3. _____

Counseling Strategies:

- 1. _____
- 2. _____
- 3. _____

Client Tasks with Timelines:

- 1. _____
_____ Due Date: _____
- 2. _____
_____ Due Date: _____
- 3. _____
_____ Due Date: _____

Community Referrals Provided: _____

Next Check in Appointment, if any: _____ Action Plan provided to client

Client Signature: _____ Date: _____

HAC Staff Signature: _____ Date: _____



Financial Assistance Approval

Date: _____

Client Name: _____

Address/email: _____

DOB: _____

You have been approved for financial assistance funding through the following source:

| | |
|--------------------------------|----------|
| RAFT | \$ _____ |
| ERMA | \$ _____ |
| ESG | \$ _____ |
| Private Prevention | \$ _____ |
| HOME Funds | \$ _____ |
| Brewster Town Funds | \$ _____ |
| Workforce Housing Relief Funds | \$ _____ |
| ERAP | \$ _____ |

Payment will be made directly to the vendor(s) identified in your application on your behalf. If you are using financial assistance to secure a new unit, you are now able to move in without impacting your eligibility.

Housing Assistance Corp





Brewster Rental Assistance Program Intake

Participants Name: _____

Address: _____

Program Start Date: _____

- List all household members:

| Family Member | Name | Relationship to HOH | Age | Identified Gender | Race & Ethnicity |
|---------------|------|---------------------|-----|-------------------|------------------|
| HOH | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

- Are you currently receiving Case Management Services from any other agency? _____

- What agencies have you worked with in the past? And for what purpose? _____





Housing History (quick synopsis):

How long have you resided at your current location? _____

How long did you reside at your previous location? _____

Have you ever been evicted or foreclosed on? _____

Employment History and Current Source of Household Income:

Income Source

| Name: | Source: | Amount: | Frequency: |
|-------|---------|---------|------------|
| | | | |
| | | | |
| | | | |
| | | | |

Total Monthly Income: _____

Total Yearly Income: _____

- Is your household receiving other financial assistance (i.e. Fuel Assistance, SNAP, TAFDC, WIC)? _____

- **If Employed:**
Employers Name/Start Date/Pay per hour/Hours per week: _____

- **If Unemployed:**
What kind of job are you looking for? _____
What jobs are you qualified for? _____
What barriers get in your way of finding a job (CORI)? _____

Do you have an updated resume? _____
Have you gone to MassHIRE? _____





Finances and Budgeting

Pre-COVID, did you struggle to pay your rent on time?_____

What is your money spending style (ex. Pay bills first, put \$\$ in savings, save up for wanted items)?_



Brewster Emergency Cover Sheet

Applicant Name: _____ SS#: _____

Date of application: _____ Amount Requested: _____

Staff Name: _____ Monthly Stipend _____ Months

| |
|---|
| Justification of use: |
|---|

| The following information is required for all applications: | Staff (v) | Supervisor (v) |
|---|-----------|----------------|
| Application is signed by applicant and dated. | | |
| Application includes copy of HoH ID. | | |
| Household is under 80% AMI and paying more than 30% in rent | | |
| Monthly payment subsidizing rent does not subsidize to less than 30% | | |
| Participant Contract included and signed | | |
| Copy of lease | | |
| Unit is in Brewster and does not have another ongoing subsidy | | |
| Monthly Rent determined to be reasonable | | |
| Payee W-9 attached and mailing address verified, with signature and date. | | |
| Owner Contract Completed | | |
| Proof of ownership for property enclosed | | |
| Client tracking sheet completed | | |
| Client info forwarded to Katie | | |
| CMS updated with all information | | |

All items must be completed before review.

Once all information is received, reviewed, and supervisor has approved for payment, payment will be processed. No funds are guaranteed until supervisor review.

Staff Signature: _____ Date: _____



Brewster Rental Assistance Program Intake

Participants Name: _____
 Address: _____
 Program Start Date: _____
 Lease Start Date: _____

- List all household members:

| Family Member | Name | Relationship to HOH | Age | Identified Gender | Race & Ethnicity |
|---------------|------|---------------------|-----|-------------------|------------------|
| HOH | | | | | |
| | | | | | |
| | | | | | |

Income Source

| Name: | Source: | Amount: | Frequency: |
|-------|---------|---------|------------|
| | | | |
| | | | |
| | | | |
| | | | |

Total Monthly Income: _____

Total Yearly Income: _____

- *Social Security
- *Pensions
- *Retirement Funds





- Are you currently receiving Case Management Services from any other agency? _____

- What agencies have you worked with in the past? _____

- Support System: _____

- Interest and Hobbies (COA): _____

- Health Insurance: _____



Thank you for your interest in our financial assistance programs!



Please read these instructions carefully. There is a list of required documents on the next page. If there is anything you don't understand, the intake staff will be happy to help you!

You may return your application by email (see below), mail, or by leaving it in the outside drop-box at our office. This box is checked daily. We are also open Monday through Friday from 9am to 5pm.

We cannot accept applications by fax as they tend to be illegible.

Your application will be reviewed for pre-eligibility within 3 business days. For some programs, you may need a phone or video appointment to discuss your application and complete additional paperwork. We will contact you to schedule that if necessary. You will be notified in writing of your approval or denial. **Please be advised that you have not been approved for funds until you have received this written notification.**

****If you are applying for assistance with move-in costs, Do not move in until you have received final approval and your landlord has completed the required paperwork. Signing a Lease and moving in prior to approval will AUTOMATICALLY make you ineligible for funds****

If you have any questions, please contact us at
Prevention@haconcapecod.org or
508-771-5400.

Brewster Housing Relief Fund Notice of Ineligibility/Termination

Date: _____

Name: _____

Last four of SSN: _____

Address, City and Zip: _____

Your household does not meet the minimum eligibility or qualification standards for WHRF assistance, or has violated the program guidelines, for the reason(s) stated below.

- Incomplete Documentation:** household failed to provide all required supporting documentation. Missing documentation was _____
- Over Income:** total household income exceeds program eligibility income limits. Maximum household income for your household size is \$ _____ and your income is \$ _____.
- Not an Eligible Household:** household does not meet the program definition of eligible family household.
- Participant Non-Compliance:** the household previously received financial assistance but failed to comply with the terms of Participant Contract (failed to comply with rent and utility payment obligations, committed fraud, or did not follow-through with other referral services).
- Not At-Risk of Homelessness:** household did not demonstrate a lack of income to meet housing expenses.
- Property Owner not willing to Participate:** household's landlord refused to accept payments offered by Agency on behalf of the household.
- Receiving Other Benefits:** household received other financial assistance benefits through Housing Assistance Corporation within last 12 months.
- No Funding:** Housing Assistance Corporation does not have WHRF funds available.
- Other:** _____

Brewster Ongoing Rental Assistance Landlord Agreement

Date: _____

Participant Name

Participant Address

Agreement Term: _____



Housing Assistance Corporation is providing the following financial assistance on behalf of the above-named Participant through our **Brewster Town Funds** program:

Potential Monthly Rental Stipend \$ _____ (\$ _____ per month x _____ # of months)

Monthly Rental Stipends are contingent on monthly eligibility review and funding availability.

Owner Acknowledgements

- I certify that I am the property owner (or authorized agent for the owner) of the above property (Participant Address).
- I certify that this property is not currently in foreclosure proceedings that may cause the displacement of the tenant.
- I certify that the above property meets the legal requirements as a unit for the town of Brewster.
- I certify for the length of the program the Participant will be offered an ongoing legal lease.
- Nothing in this Agreement precludes the owner/agent from using any and all remedies available under law, including the institution of eviction proceedings against the Participant, if the Participant fails to pay any future rent due after the date of this agreement.

Property Owner/Agent Signature

Housing Assistance Corp Signature

Property Owner/Agent Printed Name

Staff Title

Property Owner/Agent Address and Phone Number

Brewster Participant Contract

This Participant Contract for the Housing Relief Fund is entered into this day _____, by and between Housing Assistance Corporation and _____.

Term of Contract

This contract is valid through _____ . Provided the participant is in compliance with all of the terms of this contract, meeting continued eligibility requirements, and subject to the availability of funding.

Financial Assistance

In no event can financial assistance from this fund exceed \$6,000 in a 12-month period, regardless of how many times the Participant applies for and is determined program eligible.

Housing Assistance Corporation is providing the following financial assistance on behalf of the Participant:

| <u>Check ALL Applicable</u> | <u>Category</u> | <u>Amount</u> |
|---------------------------------|---|---------------|
| ___ | Rental Stipend per month for the following months: _____ _____ | \$_____ |
| | Stipends are contingent on quarterly eligibility review and funding availability. | |
| | Total | \$_____ |

II. Participant Responsibilities:

The Participant agrees to:

Provide the Housing Assistance Corp with written documentation from all sources of income for all household members.

Provide the Housing Assistance Corp with complete and accurate information concerning all members of the Participant's household.

Provide the Housing Assistance Corp with written documentation concerning the Participant's specific need for program financial assistance.

Remain in contact with the Housing Assistance Corp in order to assist Housing Assistance Corp with tracking and reporting on program performance.

Provide accurate monthly eligibility information to requalify for monthly stipend payments.

Meet with your housing stabilization case worker in person as provided in your stabilization plan and take an active role in developing and completing the stabilization activities set forth in your Stabilization Service Plan.

Provide quarterly outcomes information to Housing Assistance Corp

Other Obligations of Participant:

The Participant agrees not to purposely do anything that would jeopardize the Participant's current housing or employment status.

Maintain a good tenancy and abide by all terms of the lease/agreement you have with your housing provider

The Participant agrees not to commit fraud or make any false statements in connection with the Brewster Ongoing Rental Assistance Program.

The Participant agrees that he/she does not have any financial interest in the rental unit for which program funds are being used.

The Participant certifies that this dwelling is their sole and primary residence.

The Participant agrees that no other members of the Participant's household will apply for financial assistance for the same costs.

The Participant agrees that all terms, conditions, and provisions of this contract apply to all members of the Participant's household.

Agency Responsibilities:

Housing Assistant Corporation will determine participant eligibility based on program eligibility criteria.

Housing Assistance Corporation will determine the amounts and types of financial assistance, and will make direct vendor payments on behalf of the Participant.

Termination of Contract:

Housing Assistance Corporation may terminate this contract at any time for failure of the Participant to abide by all terms, conditions, and provisions of this contract.

All above terms, conditions, and provisions are agreed to:

Signatures:

Participant Date Signed

Housing Assistance Corp Staff Date Signed

ASSISTÊNCIA RESIDENCIAL PARA FAMÍLIAS EM TRANSIÇÃO (RAFT)

Inscrição para assistência

A. INFORMAÇÕES SOBRE A FAMÍLIA (Chefe da família)

Sobrenome _____ Nome _____ I.M. (Inicial do meio) _____ Telefone _____
 Endereço _____ Número Apto. _____ Cidade _____ Estado _____ Código Zip _____
 Endereço para correspondência, se diferente) _____ Número Apto. _____ Cidade _____ Estado _____ Código Zip _____
 Endereço _____ Número Apto. _____ Cidade _____ Estado _____ Código Zip _____

Pontuação da triagem RAFT _____ Renda inferior a 15% da AMI Sim Não Renda inferior a 30% da AMI Sim Não

1. PREENCHA PARA CADA MEMBRO DA FAMÍLIA – This information will be entered on the member tab NOTA- Use um sinal “✓” para as Colunas identificadas: Relação com o chefe de família, Raça; e Etnia

| Nome (Sobrenome, Nome, Inicial do meio) | *Número de seguridade social (SSN) | Data de nascimento (MM/DD/AA) | Necessidades especiais | Sexo | Relação com o chefe de família (Marque apenas 1) | Raça (Marque todas as opções aplicáveis) | Etnia (Marque apenas 1) |
|---|------------------------------------|-------------------------------|--|---|--|---|--|
| (1) | | | <input type="checkbox"/> Sim <input type="checkbox"/> Não | <input type="checkbox"/> Masculino <input type="checkbox"/> Feminino | Chefe da família <input type="checkbox"/> Cônjuge <input type="checkbox"/> Criança adotada/adulto adotado <input type="checkbox"/> Outro jovem menor de 18 anos <input type="checkbox"/> Auxiliar residente <input type="checkbox"/> Outro adulto com 18 anos ou mais | <input type="checkbox"/> Branco <input type="checkbox"/> Asiático <input type="checkbox"/> Negro/Afro-americano <input type="checkbox"/> Índio americano/Nativo do Alasca <input type="checkbox"/> Nativo do Havaí/Ilhas do Pacífico | <input type="checkbox"/> Hispânico ou latino <input type="checkbox"/> Não hispânico ou latino |
| (2) | | | <input type="checkbox"/> Sim <input type="checkbox"/> Não | <input type="checkbox"/> Masculino <input type="checkbox"/> Feminino | <input type="checkbox"/> Cônjuge <input type="checkbox"/> Criança adotada/adulto adotado <input type="checkbox"/> Outro jovem menor de 18 anos <input type="checkbox"/> Auxiliar residente <input type="checkbox"/> Outro adulto com 18 anos ou mais | <input type="checkbox"/> Branco <input type="checkbox"/> Asiático <input type="checkbox"/> Negro/Afro-americano <input type="checkbox"/> Índio americano/Nativo do Alasca <input type="checkbox"/> Nativo do Havaí/Ilhas do Pacífico | <input type="checkbox"/> Hispânico ou latino <input type="checkbox"/> Não hispânico ou latino |
| (3) | | | <input type="checkbox"/> Sim <input type="checkbox"/> Não | <input type="checkbox"/> Masculino <input type="checkbox"/> Feminino | <input type="checkbox"/> Cônjuge <input type="checkbox"/> Criança adotada/adulto adotado <input type="checkbox"/> Outro jovem menor de 18 anos <input type="checkbox"/> Auxiliar residente <input type="checkbox"/> Outro adulto com 18 anos ou mais | <input type="checkbox"/> Branco <input type="checkbox"/> Asiático <input type="checkbox"/> Negro/Afro-americano <input type="checkbox"/> Índio americano/Nativo do Alasca <input type="checkbox"/> Nativo do Havaí/Ilhas do Pacífico | <input type="checkbox"/> Hispânico ou latino <input type="checkbox"/> Não hispânico ou latino |
| (4) | | | <input type="checkbox"/> Sim <input type="checkbox"/> Não | <input type="checkbox"/> Masculino <input type="checkbox"/> Feminino | <input type="checkbox"/> Cônjuge <input type="checkbox"/> Criança adotada/adulto adotado <input type="checkbox"/> Outro jovem menor de 18 anos <input type="checkbox"/> Auxiliar residente <input type="checkbox"/> Outro adulto com 18 anos ou mais | <input type="checkbox"/> Branco <input type="checkbox"/> Asiático <input type="checkbox"/> Negro/Afro-americano <input type="checkbox"/> Índio americano/Nativo do Alasca <input type="checkbox"/> Nativo do Havaí/Ilhas do Pacífico | <input type="checkbox"/> Hispânico ou latino <input type="checkbox"/> Não hispânico ou latino |
| (5) | | | <input type="checkbox"/> Sim <input type="checkbox"/> Não | <input type="checkbox"/> Masculino <input type="checkbox"/> Feminino | <input type="checkbox"/> Cônjuge <input type="checkbox"/> Criança adotada/adulto adotado | <input type="checkbox"/> Branco <input type="checkbox"/> Asiático <input type="checkbox"/> Negro/Afro-americano | <input type="checkbox"/> Hispânico ou latino |

| | | | | | | | | |
|-----|--|--|--|--|---|--|---|--|
| (6) | | | | <input type="checkbox"/> Sim <input type="checkbox"/> Não | <input type="checkbox"/> Masculino <input type="checkbox"/> Feminino | <input type="checkbox"/> Cônjuge <input type="checkbox"/> Criança adotada/adulto adotado <input type="checkbox"/> Outro jovem menor de 18 anos <input type="checkbox"/> Auxiliar residente <input type="checkbox"/> Outro adulto com 18 anos ou mais | <input type="checkbox"/> Índio americano/Nativo do Alasca <input type="checkbox"/> Nativo do Havaí/Ilhas do Pacífico | <input type="checkbox"/> Não hispânico ou latino <input type="checkbox"/> Espanhólico ou latino <input type="checkbox"/> Não hispânico ou latino |
| (7) | | | | <input type="checkbox"/> Sim <input type="checkbox"/> Não | <input type="checkbox"/> Masculino <input type="checkbox"/> Feminino | <input type="checkbox"/> Cônjuge <input type="checkbox"/> Criança adotada/adulto adotado <input type="checkbox"/> Outro jovem menor de 18 anos <input type="checkbox"/> Auxiliar residente <input type="checkbox"/> Outro adulto com 18 anos ou mais | <input type="checkbox"/> Branco <input type="checkbox"/> Negro/Afro-americano <input type="checkbox"/> Índio americano/Nativo do Alasca <input type="checkbox"/> Nativo do Havaí/Ilhas do Pacífico | <input type="checkbox"/> Espanhólico ou latino <input type="checkbox"/> Não hispânico ou latino |
| (8) | | | | <input type="checkbox"/> Sim <input type="checkbox"/> Não | <input type="checkbox"/> Masculino <input type="checkbox"/> Feminino | <input type="checkbox"/> Cônjuge <input type="checkbox"/> Criança adotada/adulto adotado <input type="checkbox"/> Outro jovem menor de 18 anos <input type="checkbox"/> Auxiliar residente <input type="checkbox"/> Outro adulto com 18 anos ou mais | <input type="checkbox"/> Branco <input type="checkbox"/> Negro/Afro-americano <input type="checkbox"/> Índio americano/Nativo do Alasca <input type="checkbox"/> Nativo do Havaí/Ilhas do Pacífico | <input type="checkbox"/> Espanhólico ou latino <input type="checkbox"/> Não hispânico ou latino |
| (9) | | | | <input type="checkbox"/> Sim <input type="checkbox"/> Não | <input type="checkbox"/> Masculino <input type="checkbox"/> Feminino | <input type="checkbox"/> Cônjuge <input type="checkbox"/> Criança adotada/adulto adotado <input type="checkbox"/> Outro jovem menor de 18 anos <input type="checkbox"/> Auxiliar residente <input type="checkbox"/> Outro adulto com 18 anos ou mais | <input type="checkbox"/> Branco <input type="checkbox"/> Negro/Afro-americano <input type="checkbox"/> Índio americano/Nativo do Alasca <input type="checkbox"/> Nativo do Havaí/Ilhas do Pacífico | <input type="checkbox"/> Espanhólico ou latino <input type="checkbox"/> Não hispânico ou latino |

*Observe que os Números de seguridade social podem ser usados para verificar as informações de renda e ativos.

| | |
|---|--|
| SOMENTE PARA USO DA EQUIPE – CÓDIGOS PARA ENTRADA DE DADOS | |
| Relação com o chefe de família | Etnia |
| S = Cônjuge F = Criança adotada/Adulto adotado Y = Outro jovem menor de 18 anos L = Auxiliar residente A = Outro adulto com 18 anos ou mais | 1 = Espanhólico ou latino 2 = Não hispânico ou latino |

2. Renda MENSAL de TODOS os membros da família - Preencha para todos os membros da família que atualmente recebem alguma forma de renda

This information will be entered on the Income Tab

| Membros da família (Liste cada membro na mesma ordem usada na tabela acima) | Salários brutos antes das deduções (W) | TAFDC/EAEDC (T) | Pensão alimentícia, alimentos ou lar adotivo (C) | Seguro desemprego (U) | Seguridade social, SSI, SSDI ou pensões (S) | Outra renda não salarial (N) | Entered on Asset Tab Juros provenientes de ativos (X) | Not Federal Income Source Assistência geral (GA) |
|--|--|-----------------|--|-----------------------|---|------------------------------|---|--|
| (1) | | | | | | | | |

| | | | | | | | |
|-----|--|--|--|--|--|--|--|
| (2) | | | | | | | |
| (3) | | | | | | | |
| (4) | | | | | | | |
| (5) | | | | | | | |
| (6) | | | | | | | |
| (7) | | | | | | | |
| (8) | | | | | | | |
| (9) | | | | | | | |

| | |
|---|--|
| 3. Tipo da família <input type="checkbox"/> Pai/mãe solteiro(a) (com pelo menos um filho menor de 21 anos) <input type="checkbox"/> Dois pais (com pelo menos um filho menor de 21 anos) <input type="checkbox"/> Dois adultos (pelo menos um membro da família com necessidades especiais) <input type="checkbox"/> Mãe solteira grávida | 5. Formação educacional do chefe da família: <input type="checkbox"/> Ensino fundamental <input type="checkbox"/> Ensino médio incompleto <input type="checkbox"/> Ensino médio completo/GED <input type="checkbox"/> Ensino superior completo <input type="checkbox"/> Ensino superior incompleto <input type="checkbox"/> Ensino superior completo <input type="checkbox"/> Pós-graduação |
|---|--|

B. STATUS ATUAL DE HABITAÇÃO

1. *Responda a UMA das seguintes perguntas. (A, B, C, D ou E)*
- A. Você atualmente é sem-teto? Sim
 - B. Você atualmente mora em uma habitação pública? Sim
 - C. Você atualmente recebe um subsídio habitacional? Sim Se sim, qual tipo de subsídio? Seção 8 MRVP Outro (explique) _____
 - D. Você atualmente mora em um apartamento particular, não subsidiado? Sim
 - E. Você atualmente mora em sua própria casa? Sim

Qual é o valor total do aluguel mensal (ou pagamento de hipoteca) de seu apartamento (ou casa) atual? US\$ _____

Se sua família está atualmente residindo em uma habitação pública ou recebendo um subsídio habitacional, qual é o valor da sua parte mensal do aluguel? US\$ _____

C. STATUS ANTERIOR DE HABITAÇÃO

1. Sua família já foi sem-teto no passado? sim não

Se sim, você se inscreveu para obter assistência do DTA (Departamento de Assistência Transitória)? sim não

Se sim, você foi considerado qualificado para EA? sim não

Se sim, você foi colocado em um abrigo? sim não Data da colocação em abrigo: _____

Se não, você recebeu assistência HomeBASE? sim não Data da assistência HB: _____

D. SOLICITAÇÃO DE ASSISTÊNCIA

1. Qual tipo de apoio você está buscando com **ESTA** inscrição?

| | |
|--|---|
| <p>Assistência financeira (marque todas as opções aplicáveis)</p> <p><input type="checkbox"/> Depósito caução aluguel</p> <p><input type="checkbox"/> Primeiro e/ou último meses de aluguel</p> <p><input type="checkbox"/> Contas atrasadas</p> <p><input type="checkbox"/> Aluguel atrasado</p> <p><input type="checkbox"/> Hipoteca atrasada</p> <p><input type="checkbox"/> Mobília</p> <p><input type="checkbox"/> Bolsa aluguel</p> <p><input type="checkbox"/> Transporte</p> <p><input type="checkbox"/> Despesas de mudança</p> <p><input type="checkbox"/> Pagamento de assistência aos filhos</p> <p><input type="checkbox"/> Outros: Descreva _____</p> <p>Quantia total de recursos necessários: US\$ _____</p> | <p>Serviços: Nossa agência pode conseguir auxiliá-lo indicando-o para outras agências na comunidade que prestam serviços. Indique os serviços que você gostaria de obter.</p> <p><input type="checkbox"/> Consultoria habitacional (indicação interna para o Centro Educacional do Consumidor Habitacional)</p> <p><input type="checkbox"/> Gestão de casos/Intervenção em crises</p> <p><input type="checkbox"/> Transporte</p> <p><input type="checkbox"/> Aconselhamento sobre saúde mental</p> <p><input type="checkbox"/> Assessoria jurídica/Mediação</p> <p><input type="checkbox"/> Tratamento médico</p> <p><input type="checkbox"/> Educação/Treinamento</p> <p><input type="checkbox"/> Busca de emprego</p> <p><input type="checkbox"/> Orçamento familiar</p> <p><input type="checkbox"/> Aconselhamento sobre abuso de substâncias</p> |
|--|---|

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7. Resultado esperado

Qual é o principal resultado esperado do recebimento de fundos do RAFT?
(Marque todas as opções aplicáveis).

- A família manterá a habitação atual.
- A família poderá mudar-se para uma nova habitação como inquilina principal.
- A família poderá mudar-se para uma nova situação de co-habitação.
- Outra intervenção que evite a situação de sem-teto: _____

8. Informações de contato de emergência (pessoa que não more com sua família): **CONTACTS TAB**

Nome _____ Relação com o chefe da família _____

Endereço _____ Cidade _____ Estado _____ Código Zip _____

Telefone _____

ASSINATURA DO CANDIDATO

Compreendo que esta inscrição não é um compromisso de assistência financeira. Autorizo a agência habitacional regional a fazer consultas para verificar as informações fornecidas nesta inscrição e discutir esta inscrição com outras agências, o proprietário do imóvel onde moro e empresas de serviços públicos conforme necessário nos termos da seguinte Declaração de Direitos da Lei de Práticas Justas de Informação dos EUA. Compreendo que qualquer declaração falsa ou equívoca pode resultar no cancelamento ou rejeição de minha inscrição. Certifico que as informações fornecidas nesta inscrição são verdadeiras, completas e corretas.

Assinatura do candidato: _____ Data: _____

**LEI DE PRÁTICAS JUSTAS DE INFORMAÇÃO
DECLARAÇÃO DE DIREITOS**

A _____ (Agência habitacional) coleta informações sobre candidatos e participantes do programa RAFT (Assistência Residencial para Famílias em Transição) a fim de determinar a qualificação e a necessidade de assistência financeira. As informações coletadas aqui são utilizadas para gerenciar o programa habitacional, proteger o interesse público financeiro e verificar a exatidão das informações fornecidas. Quando permitido por lei, elas podem ser liberadas para órgãos governamentais, autoridades habitacionais públicas locais, agências habitacionais sem fins lucrativos regionais, prestadores de serviços e investigadores e promotores civis e criminais. Caso contrário, as informações serão mantidas em sigilo e serão utilizadas apenas por funcionários da Agência Habitacional no curso de suas responsabilidades.

A Lei de Práticas Justas de Informação estabeleceu requisitos que regem a utilização e divulgação das informações coletadas pela Agência Habitacional. Candidatos e participantes do programa podem conceder ou negar sua permissão quando solicitados pela Agência Habitacional para fornecer informações. No entanto, não permitir que a Agência Habitacional obtenha as informações necessárias pode resultar no atraso, desqualificação para programas ou desligamento.

Como candidato ou participante do programa, você possui os seguintes direitos com relação às informações coletadas:

1. Nenhuma informação deve ser utilizada para nenhuma outra finalidade que não sejam as descritas acima sem o seu consentimento.
2. Nenhuma informação deve ser divulgada voluntariamente a nenhuma pessoa que não estejam descritas acima sem o seu consentimento.
3. Você ou o seu representante autorizado tem o direito de inspecionar e copiar todas as informações coletadas sobre você.
4. Você pode fazer perguntas e receber respostas da Agência Habitacional sobre como ela coletará e utilizará suas informações.
5. Você pode questionar a coleta, manutenção, disseminação, utilização, exatidão, integridade ou tipo de informação que a Agência Habitacional possui sobre você. Se questionar, investigaremos sua objeção e corrigiremos o problema ou acrescentaremos sua objeção aos nossos arquivos.

Compreendo que estou autorizando a Agência Habitacional a obter e divulgar as informações necessárias conforme discutido acima. Esta autorização é válida pelo período de um ano. Compreendo que uma fotocópia desta autorização é válida como o documento original.

Assinada por cada membro da família com pelo menos 18 anos de idade.

| | | | |
|------------|-------|--------------------|-------|
| Assinatura | _____ | Data da assinatura | _____ |
| Assinatura | _____ | Data da assinatura | _____ |
| Assinatura | _____ | Data da assinatura | _____ |
| Assinatura | _____ | Data da assinatura | _____ |
| Assinatura | _____ | Data da assinatura | _____ |
| Assinatura | _____ | Data da assinatura | _____ |

SOMENTE PARA USO DO FUNCIONÁRIO:

Nome do funcionário que fez a entrevista: _____
 Assinatura do funcionário: _____

Nome do supervisor: _____
 Assinatura do supervisor: _____
 Data de aprovação: _____

QUANTIA APROVADA:

| | |
|---|--|
| Valor mensal: (US\$ por mês _____ x _____ número de meses) | |
| Total = | |
| Depósito caução | |
| Primeiro/último mês de aluguel | |
| Pagamentos de contas | |
| Aluguel atrasado | |
| Hipoteca atrasada | |
| Transporte (relacionado ao emprego) | |
| Mobília | |
| Outros (explique) | |
| TOTAL | |

Cheque(s) nominal(is) a:

Empresa/Pessoa física:

Empresa/Pessoa física:

Endereço:

Endereço:

Quantia:

Quantia:



To: Donna J. Kalinick, Assistant Town Administrator

From: Hadley Luddy, CEO, Homeless Prevention Council

Re: Quote for Program Administration Services for the Brewster Rental Assistance Program

Date: July 27, 2023

The Homeless Prevention Council is pleased to provide a quote for Administration and Case Management Services of the Brewster Rental Assistance Program for the Town of Brewster, sponsored by the Brewster Affordable Housing Trust. HPC has spent the past 33 years preserving housing and providing critical and comprehensive case management services for Lower Cape residents. Since 1991, we have served more than 50,000 people in the eight Lower Cape towns of Brewster, Chatham, Harwich, Orleans, Eastham, Wellfleet, Truro and Provincetown.

We sincerely hope to have the opportunity to partner with the Town of Brewster in providing this critical service to your residents in need. Please let me know if you have questions about HPC or our proposal. We look forward to hearing from you.

Sincerely,

Hadley Luddy, CEO
hadley@hpccapecod.org
(508) 255-9667 ext. 120



Submission Requirements

The Submittal should include the following:

- a. Qualifications: A narrative describing the qualifications and experience in managing similar types of Rental Assistance Programs.**

Qualifications

The Homeless Prevention Council (HPC) was established in 1991 to combat and prevent homelessness in the eight towns of the Lower Cape. HPC's mission is to provide personalized case management solutions to promote stability for all who live in our community. It is a private non-profit, 501(c)(3) organization.

HPC's goal is to focus on prevention efforts that help Lower and Outer Cape residents stay in their existing housing as access to affordable housing continues to be a major challenge on Cape Cod. Since its founding, HPC has provided a continuum of services towards that goal. As a community-based organization, HPC is positioned to identify both the unique problems and the resources available to prevent homelessness or connect clients with services and programs to support their specific needs or intervene in situations where residents are faced with homelessness.

Key HPC programs include:

- Case Management – offering personalized solutions to promote stability for every client;
- Adopt-A-Family – providing clothing, toys, and bikes for hundreds of children during the holiday season;
- Backpack-to-School - providing students from K-12 with backpacks, school supplies, and a gift card for needed items;
- REACH Project – an action-oriented goal setting program incorporating mindfulness practice and individualized coaching to help individuals cope with adversity and break the cycle of poverty

Over 32 years, HPC has helped more than 50,000 local residents find and maintain housing, learn essential budgeting skills, and establish a network of support among our community partners.

Services Offered

HPC's highly trained and experienced Case Managers provide extensive counseling and guidance to those facing housing instability. Services can include advocacy/access to housing programs and funding, negotiation for rent and mortgage back-payments, and help with budgeting. If appropriate, HPC case managers will assist clients in need by identifying additional job training and/or education

to increase their earnings, or to find better job opportunities. HPC works with other advocacy groups, town agencies, and places of worship to help people access housing, transportation, food, clothing, and other needs. HPC is familiar with all lower and outer cape specific, regional, state and federal resources and has extensive expertise and experience connecting eligible clients to programs and supports best suited to address their individual circumstances. Whether they are accessing fuel assistance programs, food stamps, or short-term financial assistance, HPC Case Managers match the best resources with the needs to allow clients to better budget and focus their limited income on housing costs.

Often, after the emergency has been met, HPC will work closely with clients to identify other challenges contributing to their housing issues (joblessness, physical abuse, addiction, poor financial management, lack of education or training, ongoing childcare needs, and illness or other debilitating conditions) and create a plan to address those challenges. HPC serves our clients from start to finish and are always there to address issues as they arise, with our “open door” policy and commitment to personalized service.

HPC operates additional programs to complement our case management services:

- **Backpack-to-School** supplies backpacks and school supplies to local children in need.
- **Adopt-A-Family** pairs donors with client families to provide holiday gifts for children.
- **Youth and Young Adult Outreach:** Working with Barnstable County and our local public schools, HPC provides case management specifically for young adults under the age of 25 who are living alone and struggling to find or maintain housing.
- **Resident Services:** Since 2015, HPC has partnered with local agencies including Community Housing Resources (CHR), Community Builders, Inc. and Community Development Partnership (CDP), to identify tenants at risk of losing their housing. HPC Case Managers work as liaisons between landlords and tenants to maintain client housing and promote good tenancies and resolve issues between parties.
- **HPC REACH Project:** This program is designed to foster resiliency, empowerment, achievement, community, and hope, in and among the clients and community HPC serves. The core goal of the project is to help participants break out of the cycle of poverty, achieve long-lasting self-sufficiency, and develop a pathway to success.
- **Let’s Talk About Tomorrow:** HPC has created this series of information sessions to meet with older residents to bring awareness to issues around senior housing on the Lower Cape and connect individuals with resources in the Lower and Outer Cape community.
- **MHSA:** HPC is contracted with the Town of Provincetown to have a full time, dedicated Case Manager or Community Support Liaison available to support residents in need of services, including those facing mental health challenges and substance use disorders.
- **Direct Assistance Programs:** Since 2006 when we started our first collaboration with the Town of Provincetown, HPC has administered a direct assistance fund for residents of Provincetown. We have done the same with Eastham since 2012.
- **Housing Stabilization Fund:** Funding to help qualified residents of the Lower and Outer Cape access to or maintain stable, year-round housing.
- **Host Homes Program:** pairing homeless, transitional-aged youth (18-24) with community members who have underutilized space in their homes.

- **SNAP Outreach Partner:** HPC is an official SNAP Outreach Partner, with exclusive access to the DTA Connect Provider Portal and support networks to assist with applications and recertifications.

Experience

HPC has had engagements similar to the one described in this RFP via formal agreements with the Towns of Eastham, Wellfleet, Truro and Provincetown. Please see the chart below:

| Town | Year Started with RAP or Similar Program |
|--------------|---|
| Eastham | 2012 |
| Wellfleet | 2012 |
| Truro | 2021 |
| Provincetown | 2016 |

Local municipalities and agencies come to HPC for these services due to our long-standing history and experience providing comprehensive support, helping local residents stay housed, happy and healthy.

Due to expansion in recent years, HPC is uniquely positioned to successfully manage all elements of the local rental assistance programs on the Lower and Outer Cape. We believe that residents in need are best served by a local organization with a history of providing direct services to the community who can distribute resources along with the critical service of personalized case management to address all unmet needs. HPC Case Managers are skilled at identifying additional funding options available for clients in need and accessing and matching any other local resources available to support residents with the best possible outcome.

With the addition of an Operations and Finance Officer over the past two years, along with program and administrative support staff who specialize in data collection, billing and reporting, HPC is uniquely positioned to offer all services.

Below is more specific information about the engagement with each aforementioned town.

Town of Eastham – HPC provided Case Management services for the Eastham Rental Assistance Program in collaboration with HECH who administered the program from 2012-2021. In 2022, HPC was awarded the full contract to both administer and provide case management for participants. HPC receives applications, determines eligibility and issues rent stipends to the landlord. A requirement of the program is that participants work with HPC for case management. Participants meet with case managers at least monthly while working on their plan for self-sufficiency. Participants must have a year-round lease.

Town of Wellfleet – Wellfleet’s Rental Assistance Program has been administered by HPC since 2012. We provide the case management, and manage the marketing and informational meetings for residents of the town to learn about the program. HPC also sends payments to the landlords of participating residents. HPC meets with a representative of the housing authority regularly to review participant’s assistance and their progress. The Housing Authority approves applications for participation with recommendations from

HPC. The Housing Authority also determines the amount of assistance each participant will receive. The period of participation is for up to three years.

During the height of the pandemic, HPC also managed Wellfleet's Emergency Rental Assistance program.

Town of Truro – HPC has been the Program Administrator for the Town of Truro's Rental Assistance Program since 2021. Responsibilities include outreach for the program, and a review of the application package. HPC also receives and reviews resident applications; acts as the main program contact; provides budget planning and financial review with residents; supports residents to understand the various aspects of their housing situation – lease, rent payments, basic needs; provides other support and resources referrals; advocates on behalf of residents and guidance with benefits assistance.

Town of Provincetown – HPC has provided case management for Provincetown's Self-Sufficiency Local Voucher Program since 2016. HPC staff works with the participants on their plan for self-sufficiency and offers personalized case management services to all involved. HPC staff meets with participating residents regularly, with at least one face to face meeting per quarter. The program provides up to \$350/month as a rental stipend for up to three years. Participants must have a year-round rental in the town. The Provincetown Housing Specialist receives the applications and makes the determination of eligibility and subsequent rental payments.

Other Relevant Experience

HPC oversees administration, case management and fund distribution of direct assistance through two specialized grants: 1) a contract with the Town of Provincetown for the Mental Health and Substance Abuse (MHSA) funds and 2) a contract with Barnstable County for direct assistance for Youth and Young Adults. Through these grants, HPC is responsible for both program oversight and case management, as well as providing designated direct assistance to clients who meet program criteria and have identified unmet financial needs that are affecting their ability to remain or become stably housed. HPC has also have administered direct assistance services for the Town of Provincetown since 2006.

During the height of the COVID-19 pandemic, HPC established a formal agreement to coordinate all applications for resources for Lower and Outer Cape residents for the MA Crisis Relief Fund via the Cape Cod Times Needy Fund. This collaboration has streamlined and eased the process for both clients in our community and the staff at the Needy Fund who received an overwhelming number of applications.

HPC has a long history partnering with the Housing Assistance Corporation (HAC) to assist local residents with completing financial assistance applications. Even with HAC's new online process, many of our clients continue to require assistance in gathering, uploading and determining proper documentation required for submission. Lengthy processing times often result in tenuous financial situations becoming more serious. HPC Case Managers stay in touch with clients to guide them through these challenges.

b. Timetable:

HPC is currently structured and staffed to administer and provide case management services to Brewster residents. HPC can meet all expectations of the timetable for service delivery and administration.

A grassroots organization structured to be able to quickly adapt to the frequently changing needs of clients, the HPC team now consists of 13 staff members and 5 part-time independent contractors. Financial support for HPC has successfully matched the increase in numbers of clients served over the last 6 years. Through the consistent addition of skilled team members in all areas, support and program / client services delivery and with the Board of Directors, HPC has been able to maintain and project a consistent growth trajectory.

c. Cost: Administrative and Case Management cost should be included as one figure.

Total Proposed Price in numbers: \$20,250 (for Annual Marketing fee and up to 15 households served)

Total Proposed Price in Words:

- Annual Marketing Fee (\$2,000)
- Case Management price based upon households served. Maximum per year \$18,250 for 15 households
- Billed monthly based upon households served
 - Households 1-5: \$125 / household / month
 - Households 6-10: \$100 / household / month
 - Households 11+: \$75 / household / month

d. Resumes: See Attachment A.

e. References: Names and contact information from at least three references from organizations/ individuals that have received comparable services within the last five years. The Town reserves the right to consider other sources and material not provided by the submitter.

Michelle Jarusiewicz, Town of Provincetown Community Housing Specialist & Grant Administrator
508-487-7087

mjarusiewicz@provincetown-ma.gov

Gary Sorkin, Wellfleet Housing Authority

(508) 349-0303

gary.sorkin21@gmail.com

Ted Malone, Community Housing Resources

508-487-2426 x 1

tedmalone@chrgroup.net

Paul Lagg, Town of Eastham, Town Planner

508-240-5900 Ext. 3228

plagg@eastham-ma.gov

Betty Gallo, Vice Chair, Truro Housing Authority

(860) 930-6529

betty@bettygallo.com

f. Sample of Work: Include a copy of comparable work that the consultant has completed within the last two years. See Attachment B description of our program with the Town of Eastham.

g. Non-collusion Form: See Attachment C.

Margaret Flanagan

maggi@hpccapecod.org · 14 Old Tote Road, Orleans, MA 02653 · (774) 801-9505 (work cell)

Experience

Homeless Prevention Council | 14 Old Tote Road, Orleans

Program Director (2014 to present)

Oversees program efforts and acts as lead Case Manager. Conducts assessments, determines eligibility for various programs, develops individualized case plans, links individuals and families with community-based housing and service resources, assists in budgeting and manages access to financial assistance funds (security deposits, rent). Provides comprehensive case management services in conjunction with community partners. Provide leadership and supervision for case management staff. Represents HPC or assigns Case Managers to housing and partner agency meetings and training offered in the community and share information with staff. Leads program development to address the needs of the community. Responsible for intakes and referrals for assigned caseload. Additionally, see that each case manager handles their caseloads in a timely and appropriate manner. Communicate and collaborate regularly with the CEO to insure information, needs, and crisis situations are identified and resolved.

Case Manager (1999 to present)

Provide full case management and wrap-around services to individuals and families at risk of homelessness and homeless. Deliver trauma informed case management, collaborative problem-solving, and on-going support to clients. Outreach to homeless and those at risk. Leverage local, regional, state and federal resources for clients in need. Referrals to benefits programs, community supports. Budgeting assistance. Collaborate with other agencies to maximize services. Provide ongoing stabilization. Attend community meetings to represent Homeless Prevention Council.

Housing Assistance Corporation *Housing Search Specialist (1992 to 1999)*

Worked with families in DTA shelters to acquire permanent housing

- Assisted in applying for subsidized housing
- Assisted in locating affordable housing
- Referred to benefits programs

Boards and Committees

- Lower/Outer Cape Community Coalition, Advisory Board Member, 1992 to 1996
- Co-founder of Mass APPEAL, Free clothing exchange and food share, 1991 to 1992
- Mass APPEAL Board Member, 2021 to present
- Housing Assistance Corporation, Constituency Committee, 2005 to 2017
- Cape & Islands Continuum of Care, Ranking & Review Committee, 2017 to 2022
- MA Department of Transitional Assistance, Cape and Islands Advisory Board, 2010 to present
- Cape and Islands Regional Network to Address Homelessness, Executive Committee and Policy Board, 2016 to 2020

Awards, Courses, and Certificates

- Cape Cod Housing Advocacy Training, 2019
- Paving the Way to College for Students Experiencing Homelessness, July 2018

- McKinney-Vento 101: Understanding the Rights of Students Experiencing Homelessness, May 2018
- McKinney-Vento Eligibility under ESSA, August 2018
- NAMI: Community Crisis Intervention Team Member, Certified December 2017
- CCCC: Building Effective Relationships with Team: Strategies for Results-oriented Communication Across Cultures and Generations, October 2017
- Pryor: Dealing with Negativity in the Workplace, February 2016
- Gestalt: Practice of Leadership, September 2016
- Defining Chronically Homeless Final Rule, January 2016
- Pryor: Making the Transition from Staff to Leadership, August 2014
- Pryor: Management and Leadership Skills for New Managers and Supervisors, August 2014
- Commonwealth of MA: Mandated Reporter for Child Abuse and Neglect Certification, March 2013
- Duffy Health Center: Certificate of Appreciation for Commitment to Partnership and Collaboration
- SPHERE: Harm Reduction 101, September 2009
- Marian Gibbons/Fay Shook Community Service Award, 1994
- Narcan Training

Maureen Linehan

maureen@hpccapecod.org · 14 Old Tote Road Orleans, MA 02653 · (774) 801-9501 (work cell)

Overview Senior case manager with deep experience serving clients, employing advocacy skills, knowledge of behavioral and mental health issues, including addiction and harm reduction, and communication and conflict management training to optimize outcomes for the homeless population.

Experience Homeless Prevention Council | 14 Old Tote Road, Orleans, MA

Senior Case Manager (2019 to present), Case Manager (2004 to 2018)

Deliver comprehensive case management services to clients in underserved populations. Perform intake assessments, assist with appointments, referrals and accessing outside services, including addiction treatment, domestic violence assistance, hospitalization, mental health resources and behavioral care providers. Manage continuity of care with clients, including home visits, outreach sites, and individual meetings. Provide client-centered, wrap-around services to at-risk individuals and families. Coordinate intakes and identified appropriate community-based resources for each individual case. Develop broad and deep experience working with Cape Cod families and their specific challenges, including poverty, trauma, drug and alcohol abuse, domestic violence and aging.

Dennis Housing Authority, Board of Commissioners (2013 to present)

Dennis Housing Authority, Chair (2017 to 2022), Vice-Chair (starting in 2022)

Committee works to develop and advise on policies and procedures for the Dennis Housing Authority. Agency administers and provides housing opportunities through federal rental housing assistance (Housing Choice Vouchers – also known as Section 8 Vouchers) and state rental housing assistance (Massachusetts Rental Voucher Program – also known as MRVP Vouchers).

Training

- Incorporating Harm Reduction Skills into Your Work, September 2009
- Integrating Tobacco Education and Treatment: Skills for Clinicians, Institute for Health & Recovery, October 2017
- Managing Priorities and Time to Boost Productivity, November 2017
- Massachusetts DHCD Local Housing Authority Board Member Training, February 2019
- Elder Suicide Prevention Training for Cape and Islands Communities
- Biology of Dementia
- How to Work with Seniors with Dementia, Mill Hill
- Dementia Care Academy Training with Teepa Snow
- Approved Overdose Responder, March 2019
- Massachusetts State Ethics Commission: Conflict of Interest Law, January 2019
- Gerontology Intensive Certificate Series: Seniors, Alcohol and Prescription Drug Addiction & Emotional Distress Later in Life, June 2017
- Cape Cod Hoarding Task Force: Motivational Interviewing, May 2018
- Communication and Conflict Management with DiSC Profile Analysis, August 2017
- Narcan Training

BRIDGET E. DICKSON

accounting@hpccapecod.org

(508) 274-8232 (cell)

*Operations &
Finance Officer*

May 2020 -
present

Homeless Prevention Council, Inc.

- Preparation of annual budget in conjunction with CEO and Board of Directors
- Banking functions including financial accounts and cash management
- Reporting functions including preparation for and oversight of annual audit, financial reporting on grants, and fixed asset reporting
- Supervision of administrative functions of organization, including managing the administrative coordinator, oversight of building and office facilities, file management and records retention, grant proposals, and office technology
- Management of administrative staff and these functions: benefits, manuals, handbook, policies and procedures, new hires, and payroll

*Accounting
Engagement*

2015 - present

Homeless Prevention Council, Inc.

- Maintenance of accounts receivable general ledger entries, cash receipts and bank deposits
- Management of accounts payable, general ledger entries, check processing and bill payments
- Human Resources and Payroll Services
- Provide support to CPA of record to complete annual audit

Owner

2001 - present

Old Harbor Financial Services, Ltd.

- Full-service accounting engagements for clients (corporations, partnerships, LLCs, non-profit organizations)
- Financial statement preparation and review
- Establishment of business offices
- Consulting on startups, entity selection, business wind down, ownership changes, multi-generational transitions
- Tax planning and return preparation

*Management
Consultant*

2000 - 2001

Navigant Consulting

Portfolio Accounting Conversion Team

- Tested functionality of canned and custom accounting systems, resolving temporary system breaks and implementing long term solutions

Merger and Litigation Support Team

- Established document production procedures for informal client requests and formal FTC/Attorney General requests for mergers and acquisitions
- As Interrogatory Team Leader, managed development and coordination of client responses for FTC/AG requests (informational and analytical) with onshore/offshore client business teams, other Navigant team members, as well as in-house and outside counsel. Liaised between business units and counsel; included financial analysis and understanding of natural gas business operations and strategy to coordinate responses

Associate

1997 - 2000

Sears, Roebuck & Co.

Sears Tire Group

- Redesign Team for STG Operations: developed and implemented

streamlined communication system between field and Home Office

Full-Line Retail Stores

- Executive Development Program
- Community Development Team: embedded in nationwide, Sears-sponsored non-profit to establish a support network of doctors, community leaders, and members, as well as Sears associates. Developed annual fundraising luncheon that grossed \$150,000 in its inaugural year. Presented project plan to Sears associates to support local chapters. Chairman's Award, 1998 and 1999. Established and served on Advisory Board.
- Assessed financial health of retail stores in Seattle Region. Identified opportunities and developed growth strategies for stores, including operational restructuring. Improved gross margin, inventory productivity (turnover, aging), and overall profitability of stores.

1997

University of Notre Dame

Bachelor of Business Administration in Accounting

ATTACHMENT B



Proposed Scope of Services: Case Management & Emergency Rental Assistance Program

Client: Town of Eastham

Services Provided by Homeless Prevention Council:

A. Program Administration Services

Application Intake – HPC will create application documents for the RAP program and/or make changes as needed or requested by the Eastham Affordable Housing Trust. The program application will be available on HPC's website, including a way for applicants to submit and HPC to accept applications online. Hard copies will be available upon request.

The program will be marketed by posting and distributing flyers at various town locations and put on display in Eastham Town Hall. HPC will also use its various media to promote the program, including the organization's website, monthly e-newsletter and social media channels. And, HPC will inform potential participants about the program during weekly outreach hours at the Eastham Public Library. All of these methods will be used continuously throughout the duration of the engagement with Eastham RAP in order to maintain program enrollment.

HPC will operate as the main contact for people seeking rental assistance, including taking calls, explaining the purpose of the program and completing applications with interested residents. As necessary, HPC will meet with applicants either at town hall or the HPC offices to help them complete the application. Additionally, HPC will receive and process resident applications during the time allotted and throughout the duration of the engagement in a timely manner.

For applicants with Limited English Proficiency, HPC will provide translation services for the program application materials. HPC currently has three Spanish speaking staff members. HPC also has community contacts who speak Portuguese and Jamaican Patois. These individuals are available to interpret as needed. HPC staff can provide professional translations of the applications into Spanish and Portuguese, or other languages, as needed.

HPC provides accommodations for applicants with a disability to participate in the application process. Our facilities are handicap accessible and we have staff available to assist clients in completing applications by making necessary accommodations for a variety of disabilities.

Complete tenant selection and income qualification – HPC staff verify that each applicant meets program eligibility criteria in the following ways:

1. The application is received by HPC and is reviewed on a first-come, first-served basis.
2. HPC will verify that the applicant meets all program eligibility criteria:
 - a. Income qualification and calculation will be based on anticipation of income for the following 12 months and will follow guidelines as described by HUD’s definitions of Income and Assets (including AFHMP):
 - i. HPC will perform initial income and asset certification ensuring household meets current income guidelines.
 - ii. HPC will perform annual income and asset certification utilizing Part 5 of the HOME program criteria verifying household remains in compliance with income and program guidelines.
 - b. Complete applications will include third party verification of all household member income sources and proof of assets.

If an applicant is denied, HPC does have an appeals process. The applicant will be notified of the process. All appeals are brought before HPC’s CEO and a member of the HPC Board of Directors.

Perform landlord verification and process documentation – Included below is the process to verify landlords and process related documentation.

1. Verify applicant’s housing unit it legally registered with the town of Eastham and has been inspected by the appropriate regulatory authority.
2. Review landlord-tenant lease to ensure it meets program criteria:
 - a. One Year Term
 - b. Any monies held for security or last month rent will be held in an interest-bearing account held by the Landlord/Tenant.
 - c. In lieu of an approved lease, Program Administrator shall provide the Landlord with a template to be used at no charge.
3. Obtain W-9 from Landlord
4. Determination of appropriate subsidy, up to \$350 per month:
 - a. The household’s gross income will factor in regular out-of-pocket expenses for childcare and/or medical costs, to determine an appropriate subsidy of up to \$350 per month.
5. Execute Landlord/Program agreement

6. HPC will administer monthly payments to the landlords of residents participating in the Eastham RAP program.

Assign participating household to HPC Case Manager

1. An HPC case manager will work with participant(s) on creating personalized goals to achieve financial and housing stability.
2. An HPC case manager will help participants apply for and/or enroll in additional resources and services, that will support the household as they move toward their goals.
 - a. Connect participants with food assistance (SNAP, food pantries), fuel/utility assistance, childcare
 - b. Connect participants with financial coaching, through a partnership with a local bank, to manage debt, raise credit scores and/or establish savings
 - c. Connect them with local organizations that can support the development of job skills and/or resumes.
3. HPC case managers will support participants to understand their responsibilities as tenants and to build a positive tenant-landlord relationship.
4. The case manager will document steps taken to stabilize the household and achieve goals, as well as the information needed to measure program outcomes.

Tracking Program Outcomes and Metric – HPC will measure progress by capturing key data and statistics to evaluate program growth and reach. HPC records all of the interactions and outcomes with clients using our database, Client Software Group. HPS also uses surveys to gather critical feedback from program participants to help assess impact. Client feedback also drives our planning efforts to best support opportunities to improve our programming. HPC will work with Eastham RAP participants to remain tenants-in-good-standing during the entire length of the program.

Reporting to the Eastham Affordable Housing Trust – HPC will attend at least one meeting of the Eastham Affordable Housing Trust each year to provide a summary report of the program. HPC will also provide the Eastham Affordable Housing Trust with fiscal year, quarterly reports including data listed in the program outputs, metrics and additional data listed in this RFP. Reports will be submitted in accordance with the meeting schedule of the Eastham Affordable Housing Trust, incorporating at least one week's notice. Additionally, HPC will provide an annual report by December 1st of each calendar year to the Eastham Affordable Housing Trust. This report will provide a summary of the RAP activity for the prior calendar year. It will also include information and data listed in the program outcomes, metrics and additional information as included in the RFP.

B. Case Management Services

HPC believes that everyone deserves a safe and healthy home. HPC's primary goal is to assist and empower each individual and family to attain financial independence and to preserve their housing. This means HPC staff does everything we can to help residents understand their leases, secure the resources to pay rent, meet other basic needs, and otherwise succeed in healthy, stable housing. The information below outlines the case management services HPC will provide to participants of the Eastham RAP.

Current and New Tenant Orientations: At move-in, new residents will be given an introductory package describing services provided by HPC and our contact information. The HPC case manager will follow-up and contact new residents within the first month to welcome them to the program and explain HPC services.

Direct Service: HPC's team of trained and experienced case managers will work directly with participants of Eastham's RAP to provide personalized case management. The program is unique in its personalization of services. Each individual and family comes to HPC facing their own unique set of circumstances. HPC's team of case managers is trained to handle each case independently and holistically with a plan that is personalized to meet the client's individual needs. When a client begins working with an HPC Case Manager, the first step is to assess the need and access the most appropriate resources to stabilize the client's rent or mortgage situation. The plan incorporates access to housing programs and funding, financial resources, budgeting, connection to community resources, and HPC special programs. Services include:

- Education regarding the availability of housing programs and potential funding
- Assistance with housing applications
- Financial management counseling – including credit counseling and assistance with budgeting skills to help them to live within their means or identify ways to support their specific challenges. This component of the support to RAP in the town of Eastham will help residents have a long-term financial map to work from.
- Negotiating rent and mortgage back-payments
- Modifications or payment plans
- Direct assistance payments to client creditors
- Assistance with applications for fuel assistance
- Resume building
- Education about responsibilities as a tenant, as well as building a relationship with a landlord
- Goal Setting

Along with addressing specific needs related to housing, the HPC case management team helps with ancillary issues such as food, clothing, daycare, transportation, employment, health, substance use, and other issues that often accompany and impact their housing issues.

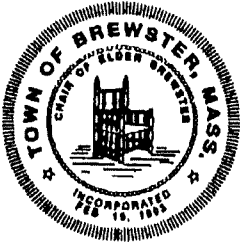
Altogether these services put clients on a path toward self-sufficiency.

Advocacy and Benefits Assistance: Case managers are skilled at navigating bureaucratic systems on behalf of residents. They can help complete applications for employment, education, and benefits and then follow through to make sure residents receive their benefits. HPC staff also helps residents advocate for themselves with employers, schools, and public agencies.

Accessing Opportunities/ Information and Resource Referrals: HPC case managers are knowledgeable about a vast network of community partners and resources. The assigned case manager will work on-site and be available to meet one-on-one with residents to connect them with resources that meet their specific needs. Residents can also call with specific requests for assistance.

Tenant Education and Onsite Workshops: HPC staff can partner with other community organizations to offer workshops to residents. These include both detailed presentations about specific community resources and workshops on topics such as budgeting, rebuilding credit and resume writing.

ATTACHMENT C



Town of Brewster

2198 Main Street
Brewster, MA 02631-1898
Phone: (508) 896-3701
Fax: (508) 896-8089

Office of:
Select Board
Town Manager

CERTIFICATE OF NON-COLLUSION/GOOD FAITH

The undersigned hereby certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity or group of individuals. This bid or proposal is made without any connection or consultation with any other person making any bid or proposal for the same work.

7.26.2023
(date)

[Signature]
(Signature)

Hadley Luddy
(Printed name of person signing bid or Proposal)

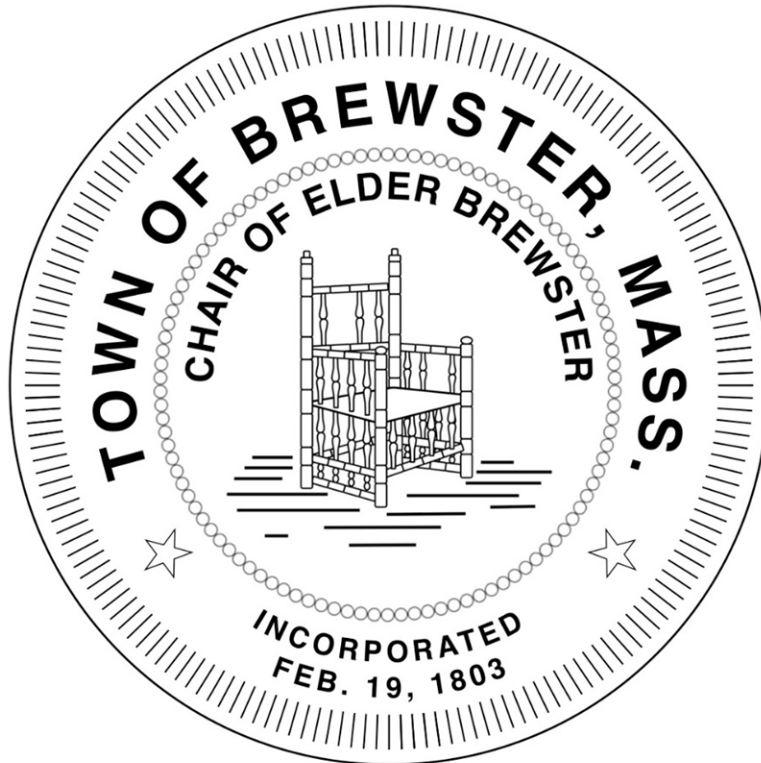
Homeless Prevention Council, Inc.
(Name of Business)

8 Main Street / PO Box 828 Orleans, MA 02653-3210
(Business address)

(508) 255-9667
(Business phone number)

11. Trust Guidelines and Priorities

**Town of Brewster
Affordable Housing Trust Fund
Program Guidelines & Application**



Brewster Affordable Housing Trust Fund

Ned Chatelain

Tim Hackert

Madalyn Hillis-Dineen

Vanessa Greene

Donna Kalinick

Paul Ruchinskas

Maggie Spade-Aguilar

Staff contact: Jill Scalise, Housing Coordinator

Approved by the Brewster Affordable Housing Trust September 1, 2022

**Program Guidelines & Application
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Glossary of Housing Terms available at: (Link to be added with new website)

Town of Brewster
Affordable Housing Trust Fund
Program Guidelines and Application

I. Brewster Affordable Housing Trust Mission Statement and Goals

Housing Trust Mission Statement:

The Brewster Affordable Housing Trust (“BAHT”) seeks to expand and preserve year-round rental and ownership homes that are affordable to moderate, low, and very low income households. Our efforts will foster a welcoming environment for demographically and socio-economically diverse populations. The BAHT is committed to education, collaboration, and community engagement.

- Accepted April 4, 2019

Brewster Affordable Housing Trust (BAHT) Goals

The Trust has identified the following goals to use as guiding principles to implement Trust Mission Statement:

1. **Develop and Preserve Affordable Housing:** The BAHT will develop and preserve affordable housing and support the work of others seeking to do the same. Our work will serve very low-, low-, and moderate-income individuals and families, which means households with up to 100% Area Median Income (AMI).
2. **Educate:** The BAHT will work to educate individuals and organizations about Brewster’s community housing and why affordable housing is important to the town, its residents and visitors. Coordinating with the Brewster Housing Partnership (BHP), we will partner with other housing organizations from within and outside Brewster to provide educational opportunities to our citizens.
3. **Advocate and collaborate:** The BAHT will advocate for development proposals, projects, local bylaws, state and federal laws, and other programs that advance our mission to create and preserve affordable housing. We will collaborate with local, state, and federal officials as well as public, non-profit and for-profit entities to achieve our goals.
4. **Engage and Communicate:** The BAHT will engage and communicate with town residents, and listen to, and learn from, their ideas, so that our work reflects a broad consensus.

Originally approved by the Brewster Affordable Housing Trust August 15, 2019

II. Roles and Responsibilities of the Brewster Affordable Housing Trust

Purpose of the Trust:

The purpose of the Trust is to provide for the preservation and creation of affordable housing in the Town of Brewster for the benefit of low and moderate income households and for the funding of community housing as defined in and in accordance with the provisions of Massachusetts General Laws, Chapter 44, Section 55C. The Trust can use property, both real and personal, and expend funds as the Board of Trustees deems most appropriate to carry out such purpose consistent with the policies adopted from time to time by the Select Board regarding affordable housing.

Management of the Trust:

The Trust is governed by a Board of Trustees consisting of seven Trustees who are appointed by the Select Board for a term of two years. The Board is comprised of one member of the Select Board, Housing Partnership, Community Preservation Committee, and Planning Board; two residents at large; and the Town Administrator or his designee.

The Powers of the Trustees:

As stated in the Declaration of Trust, the Trustees may undertake any activity that would create and preserve affordable housing for the benefit of low and moderate income households. Their powers include, but are not limited to, the right to receive, purchase and convey real or personal property; to sell, lease, exchange or transfer property; to execute deeds, contracts, and grant agreements; to employ and compensate advisors and agents; to borrow money; to manage or improve real property and to abandon property which the Board determines not to be worth retaining; to issue policy goals and statements to serve as guidelines for the Trust and to provide funds for the benefit of low and moderate income households to assist in the acquisition, creation, preservation, rehabilitation and support of housing affordable for such families. Any expenditure of funds in an amount over \$50,000, and any sale, lease, exchange, transfer of conveyance of property having a value in excess of \$50,000, requires the approval of the Select Board.

Funding of the Trust:

The Brewster Affordable Housing Trust Fund (the “Trust Fund”) was initially funded by the dissolution of the Affordable Housing Fund and the transfer of the funds to the Trust Fund. Community Preservation Act (“CPA”) funds, in accordance Section 5 of the CPA, may be allocated to the Trust Fund. CPA funds appropriated into the Trust Fund may be used only for CPA approved activities, such as the acquisition, creation, preservation, and support of community housing, and for the rehabilitation of community housing acquired or created using CPA Funds. Additionally, the Trust Fund has received free cash from the Town of Brewster, including a portion of Brewster’s Short Term Rental Revenue; these monies are not subject to the CPA restrictions, but are required to be used for the purposes of the Trust.

III. Housing Trust Priority Initiatives for FY 2022-23

A. Develop and Preserve Affordable Housing:

- Develop new affordable housing (by building):
 - Support and advance the development of community housing on the Millstone Road property. Subsequent to RFP issuance, select developer and support their efforts to develop rental housing in a timely manner. Determine the amount of funding that the Trust should reserve for a potential request, provide support through funding cycles and permitting process, continue to engage the public.
 - Participate in the exploration of the potential development of community housing on the Cape Cod Sea Camps Parcels.
- Develop new affordable housing (without building):
 - Evaluate the effectiveness of the current accessory dwelling unit bylaws and advocate for policy, financial, or implementation changes if necessary.
 - Evaluate the effectiveness of the current rental voucher program.
 - Revisit the feasibility of a rent-to-own program.
- Evaluate the effectiveness and reach of the existing Community Development Block Grant (CDBG) home rehabilitation program, refine procedures, and study whether the Trust needs to explore supplementing the program in any way.
- Continue to work to preserve the existing 3 Subsidized Housing Inventory (SHI) homes in distress and other units through outreach and, when required, with financial support.
- Work with the Community Preservation Committee (CPC) to determine the future of the Brewster Buy Down program
- Develop rules and program guidelines for the BAHT, particularly around funding requests
- Participate in the Local Comprehensive Plan (LCP) process, including advocate and explore a review of current zoning as it relates to housing.

B. Educate:

- Hold at least annual forums and Select Board updates as well as regularly post information on the Town website.
 - Community Housing Fair and Forum
- Hold ongoing joint meetings with other committees such as CPC, BHP, SB & FC
- Hold, and/or participate in, Community Housing education sessions and forums that address or include Fair Housing, Local Preference, and Regional Partnerships.

C. Advocate and Collaborate:

- Advocate for the Trust’s current funding strategy that includes allocations from the Community Preservation Act (CPA), dedication of the short-term rental revenue, free cash and/or budget allocations, and Community Development Block Grant (CDBG)
- Develop a 5-year Financial Plan
- Advocate for a more flexible CPA funding formula
- Explore other potential Trust funding
- Update Housing Production Plan
- Participate in the Local Comprehensive Plan (LCP) planning process
- Work with other housing partners in Town and in surrounding Towns.

For example:

- Partner: Explore partnering with local entities for street/yard clean-ups like the Big Fix or Huckleberry Lane event.
- Support: local initiatives such as Accessory Dwelling Unit (ADU) bylaw review with BHP, Community Preservation Committee (CPC) Buy-Down Program, Cape Housing Institute, Habitat for Humanity Red Top Road, Serenity at Brewster, and Cape Cod Sea Camps.
- Network: Attend events and communicate with housing partners.
- Guide: With other Town entities (including Open Space) create guidelines for land. Review town parcels and properties for suitability for housing.

D. Engage and Communicate:

- Provide opportunities for residents to share their thoughts and ideas.
 - Community Housing Forum
 - Continue engagement with residents during the Millstone Road developer selection process.
 - Citizen’s Forum
 - Develop a diversity inclusion working group

Approved by the Housing Trust January 6, 2022

IV. Eligible Activities

The Trust Fund can be used to support the following activities. Note that CPA funds must be used only for those purposes specified in the CPA as allowable activities, while the Trustees may use non-CPA funds for programs offering a broader range of purposes that are consistent with the Declaration of Trust and the provisions of MGL Chapter 44, Section 55C.

A. PRESERVATION PROGRAMS

Preservation of Subsidized Housing Inventory (SHI) Affordable Homes:

1. Housing Preservation and Improvement Activities

The BAHT received a CPA grant of \$500,000 in November 2019 to assist in the preservation and acquisition of SHI homes. Funds will be prioritized for affordable homes identified as non-compliant (for example, uninhabited) and/or at risk of losing their affordable deed restriction.

In certain instances, the BAHT may use funds to preserve affordability of units already included in the Town's Subsidized Housing Inventory ("SHI") by providing funds for repairs necessary to enable residents to continue to reside in their homes. This may include the purchase of homes in specific circumstances.

CPA Allowable Activities: CPA funds may be used for repairs that are necessary to preserve affordable housing from injury, harm or destruction, which may include, but are not limited to, the following:

- Building envelope and site work to preserve the structural integrity of the homes
- Roof, siding and window replacements to assure the water tightness of the housing units
- Upgrading of dangerous electrical or plumbing systems
- Replacement of dangerous building systems that threaten the housing units
- Failed Septic Systems
- Installation of hard-wired smoke alarms, sprinklers and other building fire suppression systems
- Funds cannot be spent for maintenance or operating costs

Whether the BAHT will fund a particular project depends on the facts involved in each case, the amount of funds sought, the eligibility of persons seeking assistance, the necessity of the repairs, the funds available to the BAHT to support such program, whether the homes were acquired or created originally with CPA funds, and other factors. The BAHT may obtain new deed restrictions on properties to ensure the future affordability of the homes. There is no guarantee of financial assistance.

B. SUPPORT PROGRAMS (Loans/Grants for Individuals)

1. Brewster Rental Assistance Program

Provide a monthly rent subsidy and support to income eligible households. This program is currently managed by Housing Assistance Corporation (HAC) for the BAHT. For more information, see the Housing Office Webpage or this link: [Microsoft Word - FACT SHEET Brewster Rental Assistance Program.docx \(brewster-ma.gov\)](#)

CPA Allowable Activities:

Grants, loans, rental assistance, interest-rate write downs or other assistance directly to individuals who are eligible for community housing for the purpose of making housing affordable

2. Brewster Affordable Home Buyers Buy-Down Program

The Town of Brewster, through Community Preservation Funds, provides up to \$30,000 of grant assistance for eligible buyers purchasing a home in Brewster. The program, contingent on existing funds, is available to households qualifying at 80% AMI (Area Median Income) who agree to place a permanent affordable housing deed restriction on the home. The grant assistance is provided as an interest free loan which is forgivable after 30 years if the owners remain in compliance with the terms of the restriction. This program is overseen by the Community Preservation Committee and specific applications for this program are available at Town Hall and on the Housing Office webpage: [Buy-Down Ready Buyer Application \(laserfiche.com\)](#)

CPA Allowable Activities:

Grants, Loans, Rental assistance, interest-rate write downs or other assistance directly to individuals who are eligible for community housing for the purpose of making housing affordable

3. Community Development Block Grant (CDBG) Housing Rehabilitation & Childcare Assistance Program

CDBG housing rehabilitation and childcare assistance funds are available for low to moderate income Brewster households earning up to 80% of the Area Median Income. Housing Rehabilitation funds can provide a 0% interest, deferred, forgivable loan to make critical home repairs. The program is designed to improve the housing conditions of income qualified households. Funds up to \$50,000 are available to eligible residents to pay for critical home repairs, like: roofing and siding, electrical, heating and plumbing work, structural repairs, lead paint abatement and energy efficiency upgrades such as windows and storm doors. This program is managed by The Resource Inc. (TRI) and applications are available from TRI at jean@theresource.org. Childcare funding offers eligible families subsidies of up to \$6,000 per child, to assist families in seeking or maintaining employment. Bailey Boyd Associates oversees the Childcare assistance and applications are available here: [Childcare Programs — Bailey Boyd Associates.](#)

C. CREATION PROGRAMS (Development Loans/Grants)

1. DEVELOP NEW RENTAL HOUSING (Rental Expansion Program)

- **New Construction Units**

Provide funding assistance to developers for construction of new affordable rentals with deed restrictions required for long-term affordability.

2. DEVELOP NEW HOME OWNERSHIP HOUSING (Home Ownership Expansion Program)

- **New Construction Units**

Provide funding assistance to developers for construction of new home ownership properties with deed restrictions required for long-term affordability.

V. Funding Guidance

The BAHT has established the following funding guidelines for eligible activities:

- All financial transactions undertaken by the BAHT where Community Preservation Act (CPA) funds are used must comply with the requirements of the Community Preservation Act (CPA).
- All affordable rental and homeownership units created through new construction must be deed restricted.
- Development loans provided under the Home Ownership and Rental Expansion Program are limited to up to \$100,000 per affordable unit and a maximum project amount determined by the Trust. Tax credit units are limited to \$50,000 per affordable unit. The BAHT will determine the applicable interest rate to assist with project feasibility. Payments will be deferred until the property is transferred unless the recipient is determined to be in violation of loan terms (allowances for extenuating circumstances with an appeal process), in which case payments will be due. Any loan proceeds will be deposited into the Housing Trust Fund. All loans must be secured by a mortgage against the property and may be subordinated to other project lenders. Deed riders for 10-15 years are required for projects where the loan is more than \$20,000 per unit and required for at least 30 years or in perpetuity for loans of \$50,000 or more per unit.
- For rental developments, the project sponsor must enter into a Regulatory Agreement with the Town and subsidizing agency that insures affordability in perpetuity to the greatest extent possible.
- A Land Development Agreement will be required for any Town-owned land.

- In addition to BAHT approval, expenditures over \$50,000 require Select Board approval.
- Funding is directed to creating and preserving affordable housing for low and moderate income households, as defined below:

Low-income housing – Housing for those persons and families whose annual income is at or below 80% of the area median income (AMI) for the Barnstable County area as determined annually by the U.S. Department of Housing and Urban Development (HUD) and adjusted by household size.

Moderate-income housing – Housing for those persons and families whose annual income is above 80% AMI but at or below 100% AMI for the Barnstable County area as determined annually by HUD and adjusted by household size.

While funded projects can include income tiers above the 100% AMI threshold, the Trust Fund cannot be used for projects that are solely targeted to income levels above the 100% level.

- Funding guidelines can be waived or modified, if permitted under applicable law, upon a majority vote of the BAHT and, if required, by the Select Board.

VI. Project Monitoring

The BAHT, with staff support from the Housing Office and/or management agency, will work with the state’s Department of Housing and Community Development (DHCD) and project sponsors to insure that all units that have been funded by the Trust Fund are eligible for inclusion on the SHI, meet all requirements to be counted as part of the SHI, and are monitored to ensure the continued affordability of such units.

BAHT will also monitor the affordability of units that have received Trust funds but are not eligible for inclusion on the SHI. In these cases, the BAHT, with support from the Housing Office and/or a management company, will annually confirm the continued occupancy and eligibility of unit occupants by:

- Checking Assessors records and resident mail listings to verify the continued occupancy of the units. If the units involve homeownership, the deed rider will require that the occupant notify the Town upon any intent to sell, and the Town will have an opportunity to purchase or resell the unit based on a prescribed process included in the deed rider (adaptation of DHCD’s deed rider). If the units involve rentals, send a letter to the project sponsor requesting documentation listing the incomes of the tenants and a copy of their leases to ensure that the tenants meet the income qualifications, and the rents continue to be affordable.
- Checking the Barnstable County Registry of Deeds to make sure that there have been no changes in ownership/residency.

- Preparing an annual compliance report that documents the continued affordability of these units.

VII. Reporting

With staff support from the Housing Office, the BAHT shall prepare an annual report that summarizes the use of Trust funds during the fiscal year including amounts of funding, type of funding, project description and status, as well as the balance in the Trust Fund. The books and records of the Trust shall be maintained by the Town Accountant and audited annually as part of the annual audit of the Town of Brewster. The results of the audit shall be provided to the Town.

VIII. Periodic Updating of the Guidelines

These Housing Guidelines shall be reviewed at least every three (3) years by the BAHT, with input from the CPC and the Brewster Housing Partnership, and updated as necessary. The BAHT is responsible for approving any changes and can also choose to amend the Guidelines any time if it determines that certain requirements are no longer effective or viable or are necessary or appropriate. Section III will be updated regularly to reflect the BAHT's new FY priorities.

IX. Application Process

The application process involves providing information to the BAHT before funding approvals can be granted. All submissions, scheduling and communications will be coordinated through the Brewster Housing Office. The BAHT will accept applications on a rolling basis.

Only those projects that receive the approval of the Board of Trustees and, if required, the Select Board, are eligible to access funding from the Trust Fund. In making its determinations on funding, the BAHT may consult with the Brewster Community Preservation Committee, Planning Department and Planning Board, Zoning Board of Appeals, and/or other Town commissions or boards. The approved applicant must enter into an agreement with the BAHT that specifies the purpose and scope of the project, projected timeframe, and approved funding for the project. The applicant must submit an original copy of the signed contract.

X. Selection Criteria

The BAHT will apply the following selection criteria in its review of applications:

| Selection Criteria |
|---|
| <p>The project/program proposal is consistent with the BAHT’s Funding Priorities. These include the following:</p> <ol style="list-style-type: none"> 1. Increase affordable housing opportunities for year-round community to the extent permitted by law, by prioritizing opportunities that support the Trust’s mission to expand and preserve year-round rental and home ownership homes that are affordable to moderate, low, and very low-income households. These projects should provide a welcoming environment for demographically and socio-economically diverse populations. Proposals may serve a range of local housing needs, even if some of the units may not be eligible for inclusion in the state’s Subsidized Housing Inventory (SHI). 2. Advance the creation of year-round affordable rental units to serve Brewster's most financially vulnerable residents and other income-qualified persons and households. 3. Identify and take advantage of existing structures and/or properties that have discounted or nominal acquisition costs, such as town owned or tax foreclosure properties, to make the development of affordable housing more financially feasible. 4. Promote affordable housing using methods that minimize impacts on the built environment, such as accessory apartments, small infill developments in existing neighborhoods, or buy-down initiatives that convert existing housing into affordable units. 5. Develop a range of projects to serve a range of housing needs including housing for families, seniors, and special needs populations. 6. Encourage mixed-income development to promote diversity and inclusion. |
| <p>The funding request is reasonable as a portion of the overall project costs and on a per-unit basis and adheres to the BAHT Funding Guidelines.</p> |
| <p>The development pro forma demonstrates that the project is feasible (not applicable if Trust Funds are requested for predevelopment activities to determine feasibility of a project).</p> |
| <p>The applicant has demonstrated significant leveraging of the requested BAHT Funds with other public and/or private funding sources.</p> |
| <p>The applicant is qualified to undertake the project and has demonstrated success in similar capacity with comparable projects.</p> |
| <p>The applicant has demonstrated appropriate site control.</p> |
| <p>Projects provide additional public benefits such as open space, environmental/conservation, energy efficiency, historic preservation, public safety, economic development, etc.</p> |
| <p>The project meets demonstrated community needs.</p> |
| <p>The applicant has demonstrated project support by other Town boards, committees, the Cape Cod Commission, other pertinent organizations, and Brewster citizens, as appropriate.</p> |

XI. Application Form/ Attachment List

Town of Brewster
Affordable Housing Trust
Application Package
APPLICATION FORM

Project/Program Name: _____

Trust Program: _____

Project Location

Street Address: _____ Assessor's Map & Lot #: _____

Legal Property Owner of Record: _____

Sponsor(s)/Organization: _____

Contact Person Name & Title: _____

Telephone: _____ Email: _____

Mailing Address: _____

Budget Summary

Total Trust Funds Requested:

Total Project Cost: _____

Sponsor's Signature: _____ Date: _____

1. Sources of Funds: Check all that apply, include dollar amount, and circle if funds are committed or proposed.

- Brewster Affordable Housing Trust \$ _____ committed/proposed
- *Brewster Community Preservation Fund \$ _____

(*Some funding from the Trust is derived from Community Preservation Funds. Check this box if seeking additional funds from the Community Preservation Committee.)

- Private Bank Loan _____ \$ _____ committed/proposed
- Sales Revenue _____ \$ _____ committed/proposed
- Other: _____ \$ _____ committed/proposed
- Other: _____ \$ _____ committed/proposed
- Other: _____ \$ _____ committed/proposed

2. Uses of Funds: Check all that apply. Predevelopment (*feasibility, engineering, appraisals, environmental studies/testing/mitigation, legal work, etc.*)

- Acquisition
- Preservation
- Site Preparation (*tree clearing, earth removal, etc.*)
- New Construction
- Redevelopment
- Administration
- Operations
- Marketing
- Other (please explain)

3. Targeted Population: Check all that apply.

- Family Senior/Elderly
- Homeless/At Risk of Homelessness Special Needs (identify population): _____
- Housing with Support Services (identify service providers):
- Other (identify):

4. Type of Housing: Check all that apply.

- | | |
|--|--|
| Homeownership: | Rental: |
| <input type="checkbox"/> Single-family | <input type="checkbox"/> Single Room Occupancy |
| <input type="checkbox"/> Condominium | <input type="checkbox"/> Individual/Family |
| <input type="checkbox"/> Cooperative | <input type="checkbox"/> Group Residence, Congregate |
| <input type="checkbox"/> Other | <input type="checkbox"/> Other (identify): |

5. Unit Composition (If Applicable): *List number of units in each category*

| | Total | <=30% AMI | <=50% AMI | <=80% AMI | <=100% AMI | <=120% AMI | Market Rate |
|--------|-------|--------------|--------------|--------------|---------------|---------------|----------------|
| SRO | | | | | | | |
| 1 Br | | | | | | | |
| 2 Br | | | | | | | |
| 3 Br | | | | | | | |
| 4 Br/+ | | | | | | | |

Note: Refer to (www.huduser.org) for latest fair housing rates.

7. If applicable, Information about the Development Team including:

- Owner/sponsor/development entity-
- Experience-
- Architect-
- Engineer-
- General Contractor (if known)-
- Development Pro-forma-
- Operating budget for rental project (For example- One Stop funding application)
- Development pro-forma with sales prices for home ownership units.



Submission: All completed application packets should be submitted to:

Town of Brewster Affordable Housing Trust
 Jill Scalise, Housing Coordinator
 2198 Main Street
 Brewster, MA 02631
jscalise@brewster-ma.gov
 Phone: 5089-896-3701, ext. 1169

Brewster Affordable Housing Trust Priorities FY22-23

| Priority Initiatives | Program | | Status | |
|--|---|--|---|--|
| | Name/ (Entities) | Funding | | |
| Develop & Preserve Affordable Housing | | | | |
| #1 | Develop new affordable housing (by building): <ul style="list-style-type: none"> Support & advance development of community housing on Millstone Property (HPP #16 & #8) Participate in exploration of housing at Cape Cod Sea Camps properties (HPP#12) | Millstone Community Housing Preservation of Affordable Housing (POAH) & Housing Assistance Corp (HAC) | --- | Developer selected, LDA executed, Pel received, Comp Permit approved. CPC funding requested. Regular updates provided. |
| | | Representative on Pond Parcel Committee, Liaison on Bay Parcel Committee | --- | Regular reports. Community Information sessions. |
| #2 | Develop new affordable housing (without building): <ul style="list-style-type: none"> Evaluate current ADU bylaw (HPP#1) Evaluate effectiveness of rental voucher program (HPP#21) Revisit feasibility of rent-to-own (HPP #22) | ADU Bylaw (PB) | --- | Planning Board evaluating ADU bylaw and proposing revisions. |
| | | Rental Assistance Program (Current program: HAC) | \$225,000 CPA designated, 150,000 available | Quarterly reports. Evaluation May 2023, RFQ for 3-year program August 2023. |
| | | Rent-to-own | Not viable at this time. | No properties identified. May tie in with Sea Camps exploration. |
| #3 | Evaluate effectiveness and reach of Community Development Block Grant (CDBG) for housing rehabilitation (HPP #20) | Housing Rehab & Childcare Assistance (Bailey Boyd Assoc. & The Resource Inc.) Brewster Finance & Admin | Regional CDBG \$1.3 million FY21 (prev. \$100,000 free cash possible) | FY21 CDBG funds received. FY22/23 application for 1.7 million. Regular reports from Bailey Boyd Effective program. Town support. |
| #4 | Continue to work to preserve 3 Subsidized Housing Inventory (SHI) properties (HPP #21) <ul style="list-style-type: none"> 212 Yankee Drive 11 Sean Circle 88 Belmont Park <p>Note: \$500,000 CPA SHI Preservation funding</p> | 212 Yankee Drive (HAC & TRI) | CPA & Trust funds available | DPW assisted with cleanout & site work. HAC & TRI contracted to manage preservation & resale. Mold & infestation remediation complete. Septic repaired. IFB for rebuild. |
| | | 11 Sean Circle | CPA & Trust funds available | Working with EOHL. Communication & negotiation with Freddie Mac. Waiting for response. |
| | | 88 Belmont Park | CPA & Trust funds available | Sent letters & called homeowner. No response. Several site visits. Appears to need repair/painting. |

| | | | | |
|-----------------------------------|---|---------------------------------|---|--|
| #5 | Work with Community Preservation Committee (CPC) to determine future of Affordable Buy-Down Program (HPP#21) | Buydown Program (CPC) | CPA application for TM Nov. 2023 \$250,000 | Evaluated program. Funds exhausted. Met with CPC, decision made for Trust to manage program. CPA application 7.23. |
| #6 | Develop rules and program guidelines for BAHT, particularly around funding (HPP #8) | BAHT Program Guidelines | -- | Adopted 9.01.22. On webpage. |
| #7 | Participate in the Local Comprehensive Plan (LCP) process, including advocate and explore a review of current zoning as it relates to housing. (HPP#14) | LCP (VPC) | -- | BAHT participated in planning process, provided letter of support for TM 11.22. Reviewed 2023 draft. |
| | | Zoning (Planning, PB) | Town has grant app for multi-unit and mixed-use zoning review | Initial exploration by Town Planner with staff assistance. |
| Educate | | | | |
| #1 | Hold at least annual forums and Select Board updates as well as regularly post information on the Town website (HPP #14) | Community Housing Forum (BHP) | -- | With BHP, Held in person forum & fair at library in October 2022. |
| | | Select Board | -- | Update provided June 2023. |
| | | Website | -- | Ongoing: Housing Office & Trust webpages & new website. |
| #2 | Hold ongoing joint meetings with other committees | Joint Meetings | -- | Held joint mtg with CPC. |
| #3 | Community Education Sessions (HPP #7 & #15) | Community Education | -- | Housing Institute. Local Preference Session Planned August 2023. |
| Advocate & Collaborate | | | | |
| #1 | Advocate for the Trust's current funding strategy that includes CPA, STRR, free cash and/or budget allocations and CDBG | Trust Funding (SB, CPC, FinCom) | FY22- \$250,000 GF -\$150,000 FY23- \$375,000 GF | SB Policy: ½ projected STRR to BAHT. |
| #2 | Develop a 5-year financial plan (HPP#8) | Financial Plan (Finance Team) | -- | Complete. Shared with SB, CPC, and FinCom. |

| | | | | |
|---------------------------------|--|---|----------------------------------|--|
| #3 | Advocate for a more flexible CPA funding formula (HPP#7) | CPA Formula (CPC) | --- | Passed May 2022 TM. Provided Letter of Support. |
| #4 | Explore other potential Trust funding (HPP#9) | Potential Funding | -- | Discussions at meetings |
| #5 | Update Housing Production Plan (HPP) | Housing Plan (BHP) | \$25,0000 CPA Funds (Town Admin) | Complete |
| #6 | Participate in the LCP Process (HPP #14) | LCP (VPC) | | Participated, see #7 above. |
| #7 | Work with other housing partners in Town & in surrounding towns. (HPP #11,12 &22) <ul style="list-style-type: none"> • Partner: explore partnering for events • Support: local initiatives • Network: attend events & communicate with housing partners • Guide: guidelines for land. Review town parcels/properties suitable for housing. | Partner for events | -- | No clean-up/Big Fix events |
| | | Support Local Initiatives (BHA, BHP, CPC, CDP, HAC) | -- | Supported: ADU Bylaw, Brewster Woods, Cape Housing Institute, Serenity Brewster, etc. |
| | | Network with Housing Partners (other Towns, CDP, HAC) | -- | Regularly attend events: peer groups, housing trainings, etc. Invited partners to events |
| | | Create Joint Guidance (Open Space, CPC, BHP) | -- | Held joint meeting: BHP & CPC |
| Engage & Communicate | | | | |
| #1 | Provide opportunities for residents to share their thoughts and ideas. | Community Housing Forum | -- | 2023: Held Forum |
| | | Millstone Community Engagement | -- | BAHT meetings, Info Session October 2023 |
| | | Citizen's Forum | -- | Available every meeting |
| | | Develop a diversity inclusion working group | -- | Informal group created 1/20 |

Notations:

BAHT- Brewster Affordable Housing Trust
 BHP- Brewster Housing Partnership Committee
 CDBG- Community Development Block Grant
 CDP- Community Development Partnership
 COA- Council on Aging
 CPC/A- Community Preservation Committee/ Act
 EOHL- Executive Office of Housing & Livable Communities
 FinCom- Finance Committee

GF- General Fund
 HAC- Housing Assistance Corporation
 MHP- Mass Housing Partnership
 RFP- Request for Proposals (RFQ- Request for Quotes)
 SB- Select Board
 STRR- Short term rental revenue
 TM- Town Meeting
 VPC- Vision Planning Committee

*Key priorities FY22-23



HOUSING PRODUCTION PLAN IMPLEMENTATION TABLE JULY 2023

The table below outlines the responsible parties for each strategy, as well as possible time frames and progress on strategies. The column on the right provides notes and accomplishments regarding the Town's work on the strategies one year into the 5-year plan.

Housing Production Plan Implementation Table as of July 2023 (Updated from Table 24 in the 2022 Housing Production Plan)

| Implementation Strategies | | CONFIRM Responsible Entities | | CONFIRM Time Frame | NOTES | ✓ |
|---------------------------|---|--|-------------------|-----------------------|---|---|
| | | Lead | Support | | | |
| Regulatory Reform | | | | | | |
| #1 | Reevaluate the existing ADU and ACDU bylaws and other references to accessory apartments; explore amendments to streamline these provisions and improve their efficacy. | Planning Building | BHP HC SB | In Process/ FY24 | Staff feedback. Planning Board evaluation, listening sessions, drafting edits for Fall23TM. Jon Idman staff lead. | |
| #2 | Amend zoning to clearly allow mixed uses that include housing in business-zoned areas. | Planning | SB, HC TA, BHP | FY24 | Community planning One Stop grant application 6/23 - Jon Idman staff lead. | |
| #3 | Reevaluate the existing multifamily dwelling bylaw (Section 179-34) and consider changes and other regulatory measures to facilitate multi-unit residential development. | Planning | HC, TA SB | FY24 | Community planning One Stop grant application 6/23 - Jon Idman staff lead. | |
| #4 | Explore measures to require or encourage the inclusion of affordable units in residential development over a certain number of units. | Planning | HC, TA SB | TBD | | |
| #5 | Allow and incentivize the adaptive reuse of existing buildings for the creation of affordable and mixed income housing. | Planning Building TA, SB | HC ZBA | TBD | | |
| #6 | Utilizing the findings of the ongoing Integrated Water Resource Management Plan, continue to identify appropriate wastewater treatment systems to enable the creation of denser housing development that can support the inclusion of affordable units. | Interdepartmental: Health TA, SB, Planning Natural Resources | HC | TBD | | |



Housing Production Plan Implementation Table as of July 2023 (Updated from Table 24 in the 2022 Housing Production Plan)

| Implementation Strategies | | CONFIRM Responsible Entities | | CONFIRM Time Frame | NOTES | ✓ |
|-----------------------------|---|---|------------------------------------|---|---|---|
| | | Lead | Support | | | |
| Funding & Assets | | | | | | |
| #7 | Continue to work with nearby communities on the Cape by pooling CPA funds and other resources to construct affordable housing in suitable locations throughout the region and meet regional housing needs. | CPC TA HC SB | BHP BAHT | In process, success, & ongoing | Spring TM23: CPC funding of HAC Orleans & POH/CDP Wellfleet. Brewster Millstone Housing app for Fall TM23 | ✓ |
| #8 | Develop a five-year financial plan for the BAHT and determine whether additional funding streams should be explored. | BAHT & Finance (FT) Team & SB | HC CPC | Partial? SB: should more funding be explored? | Five year plan developed by Trust in FY23. Trust has interest in exploring additional funding streams. | ✓ |
| #9 | Based upon the BAHT five-year financial plan, explore other funding opportunities to support housing initiatives at a range of income levels. | BAHT, CPC, FT, SB, TA & HC | BHP | FY24 | Trust notes: RE transfer tax, year-round deed restrictions, standing appropriation for land, Trust for 80-120% AMI. | |
| #10 | Explore local property tax incentives for the creation of affordable housing, such as offering a reduction of property taxes to an owner renting an affordable unit. | SB TA Finance | Assessor HC BAHT | TBD | | |
| #11 | Develop criteria for assessing a property's suitability for the creation of affordable and attainable housing. | Planning HC, BAHT Building, Health | Cons Comm, Open Space TA, SB | First | Not yet addressed, consider for FY24 | |
| #12 | Inventory existing Town-owned land using the criteria developed to determine suitability for housing; develop and issue an RFP for the development of affordable and attainable housing on properties identified as suitable for housing development. | Planning HC TA BAHT Cons Comm | Assessor SB Open Space | After #11 | | |
| #13 | If deemed necessary based upon the findings of the Town-owned land inventory, develop and issue an RFP for the acquisition of privately held land for the creation of affordable and attainable housing. | BAHT TA HC | Planning SB | After #12 | | |



Housing Production Plan Implementation Table as of July 2023 (Updated from Table 24 in the 2022 Housing Production Plan)

| Implementation Strategies | | CONFIRM Responsible Entities | | CONFIRM Time Frame | NOTES | ✓ |
|---|---|---------------------------------|---|-----------------------|---|---|
| | | Lead | Support | | | |
| Education & Advocacy | | | | | | |
| #14 | Develop a collaborative housing education plan that connects to the Town's Local Comprehensive Plan (LCP). | BAHT BHP HC | Vision BHA COA | In process | Working collaboratively with LCP for Fall TM23 | |
| #15 | Continue to ensure regular participation by staff and members of Town bodies in available trainings on housing-related issues including fair housing, local and regional housing needs, comprehensive permit administration, and other relevant topics. | HC BAHT BHP | Planning CPC ZBA SB Finance | In process & ongoing | Provide training info. Local Preference Forum on 8.17.23. | |
| Local Policy & Planning Strategies | | | | | | |
| #16 | Continue to make good use of 40B, including the Local Initiative Program (LIP), as a vehicle for creating affordable housing. | BHP BAHT HC, TA | SB ZBA CPC | Success & ongoing | Brewster Woods leased, Habitat in marketing, Millstone comp permit approved. | ✓ |
| #17 | Encourage public/private partnerships to facilitate the collaborative production of affordable housing to meet a range of community needs. | BAHT BHP HC TA | SB Planning CPC | TBD | No inquiries thus far. | |
| #18 | Continue to monitor the impacts of short-term rentals on the availability of year-round rental units; review and consider changes to local policies accordingly. | SB Finance TA | BAHT HC | In process | A lot of questions have emerged. How monitoring? | |
| #19 | Increase housing staff capacity to ensure continued and consistent collaboration with the Building, Conservation, Health, and Planning Departments. | TA, BAHT Finance HC | Interdepartmental: Building Planning | In process | Housing Trust approved funding for housing program assistant. Job description in process for hiring FY24. | |

Jill Scalise

From: Donna Kalinick
Sent: Tuesday, July 11, 2023 12:13 PM
To: Peter Lombardi
Cc: Jill Scalise; Tim Hackert
Subject: BAHT input to the SB Strategic Plan

At their 7/6 BAHT meeting, the Trust discussed the Housing building block and had the following comments:

- 1- As it relates to H-1, Five Year Plan has been developed: Need to keep second portion of this goal: determine whether additional funding streams should be explored to support housing initiatives at a range of income levels. The BAHT asks the Board to consider the following areas that are in-line with the goals of the updated Housing Production Plan: RE transfer tax, year-round deed restrictions, a second or expanded housing trust that can address 80 to 120% AMI or attainable housing, a standing appropriation for land acquisition for housing. Suggested language: Explore and consider various policies and funding streams to support a variety of housing at a wider range of Area Median Incomes (AMI). (Housing Production Plan (HPP) Strategy # 9)
- 2- H2- Keep but change language to Create an implementation strategy for the HPP with a particular focus on zoning change. (HPP #1,2,3) Also, incorporate the need to locate land for housing and continue education about housing needs.
- 3- H3- Keep but change language to Promote support programs that assist residents with staying in their homes. (HPP #20,21,22)
- 4- H4- Keep but change to: Continue to provide town support for the Millstone Community Housing initiative through the financing and construction phases and develop a strategy for the next housing development. (HPP #16)

Donna J. Kalinick
Assistant Town Manager
Town of Brewster
508-896-3701 X1100

Town Offices are currently open Mon-Thursday, 8:30am to 4pm and Fridays by appointment. For further details, please visit our website at www.brewster-ma.gov.

12. Housing Coordinator Update

Housing Coordinator Update June 2023

Jill Scalise

Ongoing Activities/ Projects

1. Community Outreach and Education (Housing Production Plan (HPP) Strategy #14)
 - Responded to email and phone requests for information and assistance, 50 total requests for housing information (35) or assistance (15). Open office hours Thursday from 10-noon.
2. Brewster Affordable Housing Trust (BAHT) (HPP assorted strategies, Select Board (SB) Strategic Plan H-1)
 - Prepared Community Preservation Act application for funding of the Affordable Buydown program.
 - Met with Human Resources and Donna Kalinick regarding initial job description and hiring process for the Housing Program Assistant position, which will be funded by Housing Trust.
 - With Donna Kalinick, prepared and presented Housing update to Select Board.
3. Community Housing Parcel off Millstone (SB Strategic Plan H-4, HPP Strategies #12 & 16)
 - Zoning Board of Appeals (ZBA) approved Preservation of Affordable Housing (POAH) and Housing Assistance Corporation (HAC) Comprehensive Permit application at the June 13th meeting.
4. Comprehensive Permit Projects (HPP Strategy #16)
 - Habitat for Humanity on Phoebe Way off Red Top Road (2 affordable homes): Applications now open, see link below. Lottery expected to be held in fall.
5. Preservation of Housing and Related Support of Brewster Residents (SB H-3, HPP Strategy #20)
 - Brewster's Rental Assistance Program (BRAP)- HAC Quarterly report: 11 households received \$42,034 in financial assistance. Additionally, 7 active BRAP households. Request for Quotes (RFQ) completed and then issued by Donna Kalinick. This will continue program for 3 years. Funded by BAHT with CPA funds.
 - Community Development Block Grant (CDBG)- Program progressing well. 15 housing rehab projects approved, 27 children currently receiving childcare assistance.
6. Subsidized Housing Inventory (SHI) (HPP Strategy #21 & 22)
 - 212 Yankee Drive- Continued work with The Rehab Inc. on scope of work. Invitation for Bid (IFB) completed and issued by Donna Kalinick. IFB walk through. Site visit with Building Commissioner.
 - Serenity Apartments- Met with managing director. Provided regulatory agreement which lays out requirements for operation of affordable units.
 - 6 Sachus Trail- affordable home resale approved by Town and state. Waiting on marketing by HAC.
7. Housing Production Plan (HPP) (Select Board Strategic Plan Goal H-2)
 - ADU Bylaw: Assisted Town Planner Idman & Asst. Town Manager Kalinick with research, presentation, and outreach for Planning Board ADU discussion and listening session.
 - Jon Idman submitted MA Community Planning Grant application for funds to examine the current zoning bylaw & identify impediments & opportunities for multi-unit and mixed-use residential housing.
 - Assisted with housing review and updates for the Local Comprehensive Plan.
8. Collaboration (HPP Strategy #7)
 - Attended virtual and in-person Housing Institute, first time in-person component held since 2019.
 - Participated in Brewster Seniors Needs Assessment meeting. Wrote letter of support for COA grant.

Upcoming Events:

- Applications open for 2 Habitat for Humanity 3 bedroom homes on Phoebe Way. Due August 14th. [To Apply for a Home | Habitat for Humanity Cape Cod \(habitatcapecod.org\)](https://www.habitatcapecod.org)
- Local Preference Information Session planned for August 17th at 6PM.

Personnel

- Participated in Planning Board, Select Board and ZBA meetings. Worked with: Assessors, Building, Council on Aging, CPC, Finance, Health, Planning, Public Works, Town Administration & ZBA. Attended year-end Finance Training and De-escalation Strategies for Uncivil Discourse training.



HABITAT FOR HUMANITY OF CAPE COD



APPLICATIONS AVAILABLE 2 Affordable 3-bedroom Homes for Purchase To be Built on Phoebe Way (off 26 Red Top Road), in Brewster



USA Veteran preference for one home

House price: 1st home 3-bedroom: \$164,750 Estimated monthly payment: \$1,141
House price: 2nd home 3-bedroom: \$233,700 Estimated monthly payment: \$1,552

Persons considering applying are strongly encouraged to attend one Applicant Information Workshop:

Virtual Workshops, using ZOOM on your computer or phone. Look at the application to find the links to sign in on the specific date. Keep the application available, to look at during the workshop.

Thursday 6/22 at Noon-2pm Wednesday 6/28 at 6pm-8pm Tuesday 7/18 at 6pm-8pm Monday 8/7 at 10am-Noon

In-person Workshops at Brewster Library, 1822 Main St. Saturday 6/24, 1:30pm-3:30pm Tuesday 7/11, 10:30am-12:30pm

Any questions: email maryann@habitatcapecod.org or call 508-362-3559 ext.21

Applications may be obtained:

- ~ Download the fillable application and/or print it from the Habitat web site www.habitatcapecod.org
- ~ Pick up at the Office: 411 Main St., Yarmouth Port MA, or at the Brewster Library, 1822 Main St.
- ~ Call to have a paper application mailed to you: 508-362-3559 (Habitat office)

APPLICATION DEADLINE: August 14, 2023

LOTTERY DATE: FALL 2023

Income Guidelines:

Maximum income eligibility is household income at or below 60% of Area Median Income by household size for the 1st home, and at or below 80% AMI for the 2nd home.

60% and 80% of Area Median Income by Household Size Effective May 2023 (Adjusted annually by HUD/FHLBB)

| Household Size | 60% | 80% | Household Size | 60% | 80% |
|----------------|----------|----------|----------------|----------|-----------|
| 1 | \$48,360 | \$64,450 | 5 | \$74,640 | \$99,450 |
| 2 | \$55,260 | \$73,650 | 6 | \$80,160 | \$106,800 |
| 3 | \$61,160 | \$82,250 | 7 | \$85,680 | \$114,150 |
| 4 | \$69,060 | \$92,050 | | | |

This is the maximum gross income your household may earn and be eligible for consideration for a Habitat for Humanity home on Cape Cod.

You may qualify for Habitat home ownership, if you are:

- in critical need of year round affordable housing, *and*
- willing to complete the required "sweat equity" on your home and other Habitat projects (500 hours for a two adult household – 250 hours for a one adult household), *and*
- able to make housing payments of approximately \$1,141- \$1,552 per month, *and*
- unable to qualify for conventional mortgage financing of a market rate house, *and*
- first time home buyer (some exceptions apply; described in application packet), *and*
- U.S. Citizen or Permanent Resident

Habitat for Humanity of Cape Cod does not discriminate in the selection of applicants. Habitat for Humanity of Cape Cod is a not-for-profit organization and we do business in accordance with Federal and Massachusetts Fair Lending Laws.

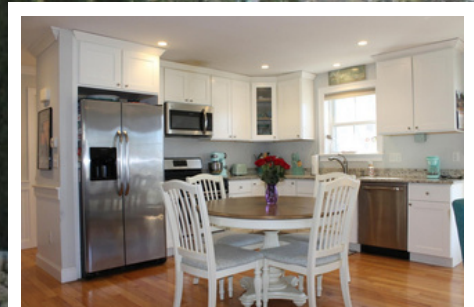


AVAILABLE NOW!

Applications are due by August 11, 2023



**6 SACHEMUS TRAIL
BREWSTER MA 02631**



AFFORDABLE HOME OWNERSHIP

\$213,600 Condo Fee: \$130/month

2 bedroom, 2.5 bath single family home

Apply on our website:
www.haconcapecod.org/lotteries

> Resale restriction. Income and asset guidelines apply.



For more information, visit our website or email lotteries@haconcapecod.org

| Household Size | 1 | 2 | 3 | 4 | 5 |
|----------------|----------|----------|----------|----------|----------|
| Maximum Income | \$64,450 | \$73,650 | \$82,850 | \$92,050 | \$99,450 |

Eligible applicants can obtain a loan for the purchase price of the property. Primary residence only. First time buyer with exceptions. The type of loan must comply with the Deed Restriction. Household income must be at or below 80% of the Area Median Income in Barnstable County. (See table above) Household assets must be no more than \$75,000.





Local Preference Information Session

Hosted by Brewster Housing Partnership

Thursday August 17th

6PM

Brewster Town Hall

(Rooms A & B)

This information session will explore:

Massachusetts' definition of local preference, the process for requesting local preference, how local preference is implemented, and the impact of local preference.

Participating Boards and Committees:

Affordable Housing Trust, Community Preservation Committee (Remote), Finance Committee (Remote), Housing Partnership and Select Board

Remote access available:

Members of the public who wish to access the meeting remotely may do so in the following manner:

Phone: Call (929) 436-2866 or (301) 715-8592. Webinar ID: 853 9402 2099 Passcode: 301097

To request to speak: Press *9 and wait to be recognized.

Zoom Webinar: <https://us02web.zoom.us/j/85394022099?pwd=M2JSaDJWYTZPK1I3eVZPVnVmaTdiUT09>

Passcode: 301097 To request to speak: Tap Zoom "Raise Hand", then wait to be recognized.



Posting of information session and material packet will follow in August.
For additional information contact Jill Scalise, Brewster Housing Coordinator,
at jscalise@brewster-ma.gov or 508-896-3701, ext. 1169



FY 21 Brewster Regional CDBG Grant Quarterly Report for the period ending 6/30/23

Grant Administration

The administration of the Brewster CDBG grant is progressing well. During this quarter the grant administrator held three trainings with the sub-grantee, completed a single case waiver, and provided guidance on applicant and construction issues. There are no concerns at this time. The program is on schedule, and we anticipate a timely completion of this grant.

Housing Rehab Program

We have **15** projects in the pipeline: **14** under contract of which: **8** are completed and closed out, **5** in construction phases: **3** in active construction nearing completion; **1** septic project which experienced multiple delays from town water hookup to homeowner family health crisis and the GC dropping out due to his own family issues. We are now in the “rescue” phase with the final work to be completed by a new GC; **1** SCW approved, and materials ordered. **A** Brewster project is pending their second meeting with Brewster Historic Committee; and **1** pending the septic design with a construction WWU ready to go once there is a handle on the septic expenses. **Twelve** households are elderly (8 single females and 4 couples) and **3** are families, two with children under 6. Lead and septic are the big money items this grant cycle. Three projects have significant lead hazards that must be addressed: one being a young family with two children under two years old living in an antique home circa 1740. The other 2 lead projects were approved for Single Case Waivers. We have a list of approx. 10 full applications to approve if FY22/23 funding is awarded.

Operations

We are exploring a new collaboration with Cape Light Compact. They have a program that is not getting much traction – funds to cover replacement windows; windows much be single paned with no storms and will need to be replaced with triple paned energy efficient windows. This potential collaboration could be a huge help in covering windows costs for our homeowners but there are a several kinks to iron out before we can assess the true benefit and possibility. We had 3 new GCs join in on walk throughs, another is working on getting his own GC license after working as a sub for several years; 2 others are working on their moderate risk deleading license. We are fortunate that our two mainstay GCs that have been in the program for 10-15 years are carrying the yeoman’s work; one has two crews and the other is primarily a one man show. We are giving leeway with deadlines to accommodate the number of projects per GC and working to support the effort by approving “materials only” payments for windows given the lead time and the GC capital tied up in the wait. One of the many hats staff has had to wear lately is “Project Manager” to help them bring the projects across the finish line. We are increasingly doing the work normally accomplished by the GC’s so that we keep projects moving. We are working diligently to get all projects under contract by the end of August and have decided to put a hold on septic work until the FY22/23 grant, if funded. Designs are a minimum of 3-4 months and installs are between 1-2 months if there are no issues.

Marketing in the Community

Towns continue to do an excellent job of updating their sites and sharing information. Word of mouth is by far the most effective and widespread. The COAs are featuring a blurb about the Housing Rehab Program in each newsletter.

FY21 Program ~ Labor Shortages & Inflation.

High cost of everything on Cape Cod and a labor shortage due to the lack of affordable housing for workers still haunt the construction world. Everything is taking longer to schedule, i.e., permitting, septic designs & installations, plumbers, electricians, and our high risk deleader is coming from off Cape and we are using him more and more due to the increased presence of lead in these projects. Prices are coming in very high, so we are working diligently to enlist other collaborators to leverage funds. So far we have 7 households that have been referred to Cape Light Compact for heat pumps due to their failed or non-existent heating situations. Lead paint hazards and septic systems are prevalent in this grant cycle and almost every project is hitting their funding capacity and some exceeding.

PERFORMANCE MEASURES - HOUSING REHABILITATION:

- # of homeowner units occupied by elderly: 12
- # of homeowner units moved from substandard to standard: **12**
- # of homeowner units made accessible: 3
- # of homeowner units brought into compliance with lead safety rules: **5**

LEAD PAINT REPORTING

***Applicable Lead Paint Requirement:**

| | |
|---|-----------|
| Housing constructed before 1978 | 11 |
| Exempt: housing constructed 1978 or later | 4 |
| Otherwise exempt | |
| Exempt: Hard costs <= \$5,000 | |
| Total | 15 |

***Lead Hazard Remediation Action**

| | |
|---|-----------|
| Lead safe Work Practices ~ (Hard costs <\$5k) | 7 |
| Interim Control or Std Practices ~ (Hard costs \$5K -\$25K) | 2 |
| Abatement ~ (Hard costs > \$25,000) | 2 |
| Total | 11 |

*****as projects come under contract, the performance measures & the lead hazard remediation action will be filled in.**

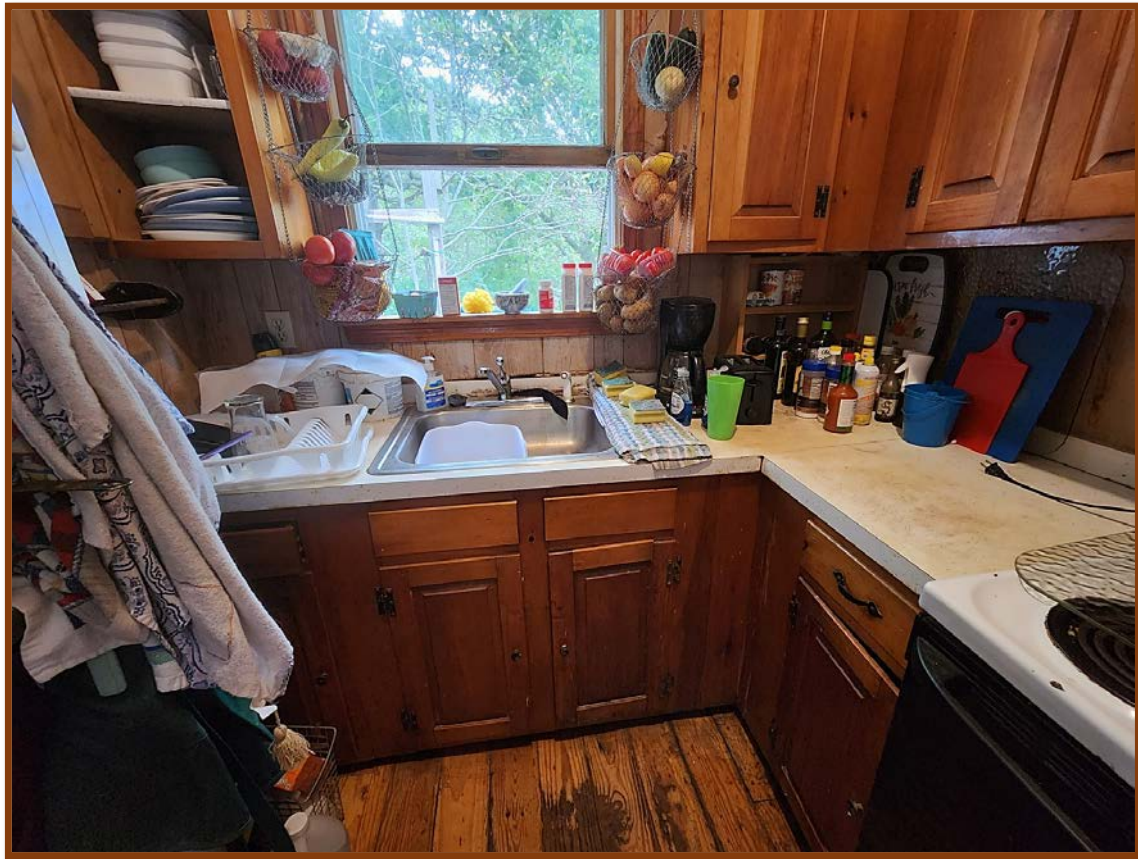
An elderly couple, newly retired, finds its not all gardening and fishing. An elderly couple bought their tiny cottage on the pond 25 years ago in hopes of a peaceful retirement; fishing and gardening. Juggling the high costs of repairs, living on social security while trying to manage an elderly parent’s care from afar proved to be a larger and more costly task than anticipated. The good news ~ it’s a **tiny** cottage, with no lead.... which turns out to be a VERY good thing.

- Replace roof, siding (Cedar Impressions-PVC white cedar look-a-like cheaper than the real thing and more sustainable!), windows and doors.
- Replace soggy countertop.
- Leverage funds from Cape Light Compact provided new heat pumps that cover heat AND AC.

Before ~ Tiny cottage needs the basics ~ roof, siding, windows & doors







The basics come in at \$37,116.20 ~ good news! With plenty left for surprises under the roof and siding...where the usual trouble lies...

During ~ The job progresses nicely, on schedule, no issues.



After ~ The FINAL! New roof, new siding, door and windows! ALMOST...



THE LAST STEP... Kitchen counter and faucet SURPRISE!



*This is exactly why there are single case waivers~\$11,380 change order
Severe health & structural problems averted!!*





FY21 Brewster Childcare Subsidy Program

The FY21 Brewster Regional Childcare Subsidy Program continues to make steady progress, with new applications arriving & approved families utilizing their funds. Now fully into summer, we've seen many families in need of childcare during the busy tourist season. We've approved new applications and additional children from previously approved families, which will help their parents sustain employment over the summer. To date we have received 24 family applications and approved 17. This program is serving a total of 27 children and has encumbered just approximately three-quarters of the available funds so far. We're looking forward to continuing our progress over the remaining 2 quarters of this grant year.

Performance Measures:

New Access: 21

Improved Access: 6

No Longer Substandard: 0



TO: Donna Kalinick, Jill Scalise, Town of Brewster
FROM: Cassie Boyd Marsh, Bailey Boyd Associates, Inc.
DATE: August 1, 2023
RE: FY21 Brewster CDBG Program Monthly Update

Administration:

The administration of the grant continues to go well, with funds moving steadily and EOHLC reports submitted on time with positive feedback.

We are actively awaiting news of the funding awards for the FY22/23 grant year, hoping that news will come this month.

Housing Rehabilitation:

We're continuing our steady progress in the Housing Rehab program. Currently, there are 20 projects approved in the pipeline, in all stages of the process. 10 homes are complete and 4 are under construction. 3 are in pre-construction and another 4 have completed applications awaiting final approval and site visits.

TRI is continuing to process new applications, though as the program year-end draws closer, that slows down a bit. We are always aware that an unforeseen change order on a project under construction can affect the funds available, so pacing new projects is critical.

The projects this year, to date, are spread as follows: Brewster: 6, Dennis: 8, Wellfleet: 6, and repairs are primarily focused on septic systems, barrier removal (accessibility issues), siding & windows. Elderly homeowners represent approximately 80% of the beneficiaries and there are two families with children.

With construction booming on the Cape, it has been a challenge to find new contractors. While we have several tried & tested GCs who continue to do wonderful work, TRI has been actively seeking new bidders. Fortunately, a new contractor has come aboard and just successfully completed their first job, which will be a benefit for all involved!

Childcare Subsidy Program:

The Childcare Subsidy Program continues to make progress, with many families utilizing funds over the summer while others make preparations for the fall when many preschools start up again. We've received 27 family applications, of which 17 have been approved. We routinely reach out to those families who submitted applications but never

followed up with the required documents needed for approval. We understand that this program requires a lot of documentation, however we are always available to help families provide what's needed or come up with an alternative. 27 children are utilizing funds, encumbering 78% of the program funds. The breakdown of children by town of residence is:

Brewster: 13 Dennis: 13 Wellfleet:1

13. Cape Cod Sea Camps

Town of Brewster Cape Cod Sea Camps Planning

Join us for community forum #2!

Date: Saturday, August 5th 2023

Attend one of three sessions:

1pm-2pm, 2pm-3pm or 3pm-4pm

Location: Bay Property Dining Hall

The Bay Property will be open to the public to explore by foot anytime between 12pm-5pm

Registration for the forum is limited to town residents. To register for one of the workshop times, scan the QR code or follow this link:

<https://www.brewster-ma.gov/cape-cod-sea-camps-properties>



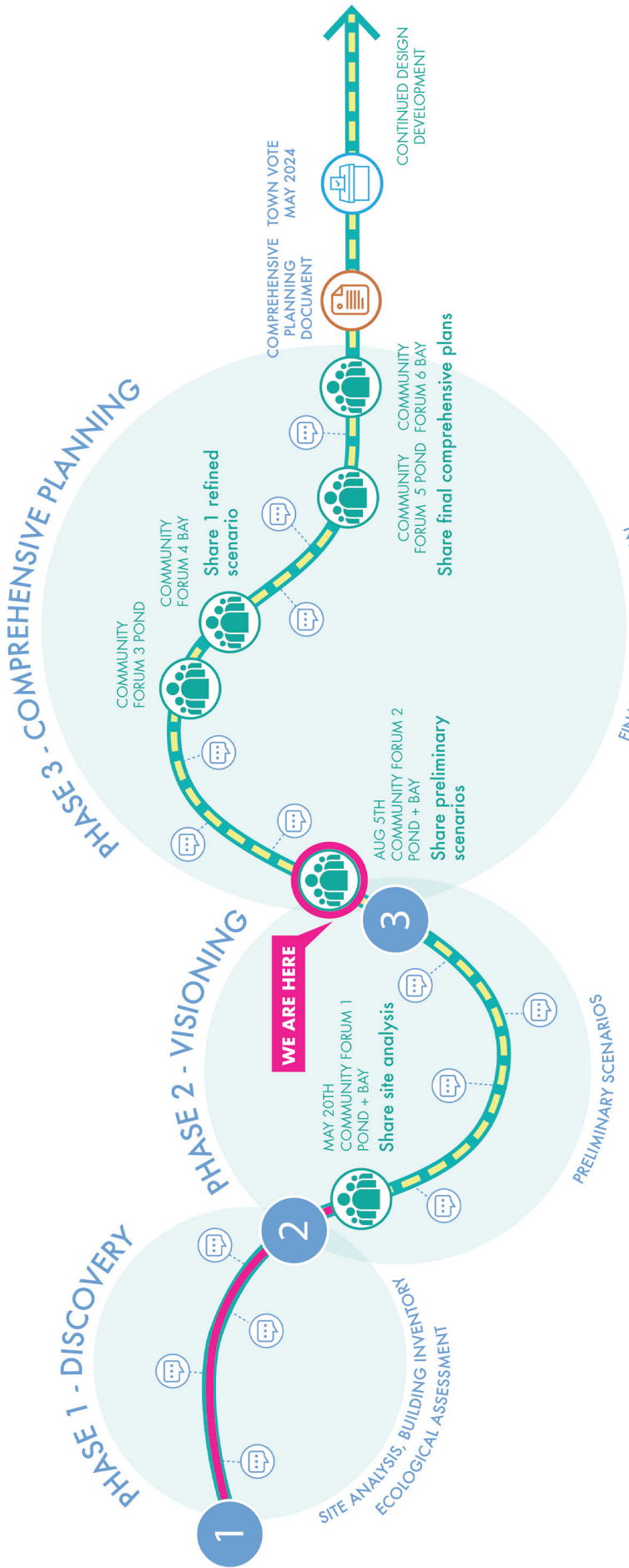
Community Forum #2 will be an engaging community event that shares preliminary planning scenarios for both the Bay and Pond properties based on resident feedback from Community Forum #1 and the survey.

Each session will begin with introductory remarks. The remainder of the meeting will be a community workshop where residents will be invited to learn about the planning scenarios, indicate their preference and share feedback. This event will be the second public community workshop in a series of six that takes place over the course of the planning process.

The Council on Aging will be offering rides to and from community forum sessions. Please call the Council on Aging at 508-896-2737 by Thursday August 3rd to arrange for transportation.

For more details about the long-term planning process, information on Bay Property and Pond Property Planning Committee meetings and interim activities at both properties, please visit the project page, <https://www.brewster-ma.gov/cape-cod-sea-camps-properties>. To provide feedback to one of the committees, please email us at bppc@brewster-ma.gov (Bay property) or pppc@brewster-ma.gov (Pond property).





Community Forum

Identify your priorities with the planning team



Committee Meetings

Tune in to public meetings where community representatives workshop ideas with the planning team



Comprehensive Planning Document

See the vision for the future of the Sea Camp Properties



Town Vote

Vote to approve the comprehensive plans at the Spring 2024 Town Meeting

14. For Your Information

Stop Homelessness Before It Starts

By Louis V. Gerstner Jr.

Shelters nationwide face an unprecedented influx of homeless people seeking help. While many are migrants, record numbers of Americans are in shelters. On a single night at the end of 2022, nearly 350,000 people, including some 88,000 children, were living in shelters across the U.S.

Shelter services for a family in New York City cost \$191 a day, or nearly \$70,000 a year, according to the mayor's office. That adds up to a total annual cost of \$1.2 billion. And the problem isn't limited to big cities. Vermont has the nation's second-highest rate of homelessness per capita and spent more than \$140 million addressing homelessness in 2022.

The best way to help is by preventing homelessness in the first place. Gerstner Philanthropies has spent more than \$36 million on a program

called Helping Hands. It provides small amounts of money to help otherwise stable people overcome short-term emergencies and stay out of shelters. Over the past decade, we have helped more than 22,000 households for an average cost of \$1,023.

Modest emergency grants can help people stay out of shelters.

We distribute funds to nonprofit organizations that are trained to identify people who have an emergency that could start them on the cycle of poverty, shelters and homelessness. Often our grants are sufficient to prevent a family from entering a shelter. Sometimes, they are combined with additional sources to resolve the emergency fully. In all cases, clients receive support services

and counseling to ensure they have a path toward long-term stability.

One recipient of our funds was laid off from his job and fell behind on utility bills while looking for a new one. Our program gave his family \$582 to resolve their arrears, and they are now stable.

Another recipient had to reduce her hours at work to care for her sick child, straining her income. She fell behind on her rent and feared losing her apartment. Our program gave her \$885 to cover the rent, and she is now stable and back at work full-time.

For \$1,467, both recipients and their children avoided entering the shelter system. Had they entered a shelter in New York City, it would cost the city's Department of Homeless Services an estimated \$140,000 to house them for a year.

Our program focuses on a small group of people—those

who have been pushed to the brink of homelessness by unforeseen hardships and limited resources. It won't solve the shelter problem, but it will prevent some people in need from spiraling into poverty, saving public money in the process.

We know this program works, but too often philanthropy is missed in the complex and growing effort to help people in shelters. The philanthropic sector has a key role to play by funding prevention programs that have strong management and deliver positive results.

Short-term financial-assistance programs are the least expensive policy interventions for preventing homelessness. Now more than ever, we need others to join us in this effort.

Mr. Gerstner, retired chairman and CEO of IBM Corporation, is chairman of Gerstner Philanthropies.

Orleans Manager Weighs In On Housing Struggles

Newman Details Her
Own Difficult Search



Orleans Town Manager Kimberly Newman may be new to the Cape, but she knows firsthand how hard it can be to find housing in the region. RYAN BRAY PHOTO

by Ryan Bray

ORLEANS—Kimberly Newman quietly entered the Nauset meeting room Thursday morning, careful not to interrupt an ongoing discussion about affordable housing.

But when she was introduced to the gathering of board and committee chairs before her, Newman, in just her fourth day of work as Orleans' new town manager, wasted little time diving right into what has become the most vexing problem facing town officials across the Cape.

Housing has become prohibitively expensive for many in Orleans and across the Cape in recent years, and not just for low-income residents and members of the local workforce that so much of the housing discussion centers upon. Newman, who recently relocated from Central Massachusetts to West Yarmouth, had her own stories about the difficulties that come with

Continued on Page 27

Housing Struggles

Continued from Page 1

trying to find housing on the peninsula.

"I'm very intimately familiar with what it takes for someone that's making even a decent wage to find housing in this market," said Newman, who is being paid a base salary of \$195,000 in her first year. "I could not find anything in Orleans or even within 20 miles of Orleans."

Newman comes to Orleans from the town of Mendon, where she served as its first town administrator for nine years. She's no stranger to relocating and house hunting, having previously held municipal administrator and manager posts in Kansas, Connecticut and Florida.

But the challenges of finding housing on the Cape in the current market were unique, Newman said. She estimates that she visited 45 open houses on the Cape in the months since she was offered the Orleans job in April. There was a house in Dennis that had an all-cash offer over the \$799,000 asking price in just one day. Another house was listed at \$545,000 at just 1,000 square feet. It sold for \$645,000.

Newman also looked in Orleans. She saw a house she liked, but despite her persistence, it didn't come to pass.

"For four weeks I stayed in contact with that realtor," said Newman, who relocated to the Cape with her two children. "'Are they going to move on this price? Is it going to come down even just a little bit?' It just is going down now, but even that house, which is in no condition to be the price that is, is still in the [\$900,000 range]. That's a

number that I can't even fathom."

Eventually, Newman found a house in West Yarmouth. With her children approaching high school age, she said she was looking to "downshift" to something smaller. But with the market being what it is, she said she had to lock down what she could find and afford.

"You're supposed to get to a point in your life I suppose where you get a good job and you can get a great house," she said. "That's not even what is happening here. You can get the job, but you still can't afford the house."

Newman said the key to bringing more affordable housing to Orleans rests in planning and zoning. Exhibiting that local control can go a long way toward helping not only carve out space for more affordable and workforce housing, but also avoiding unwanted development in town.

"That stretch along 6A is prime if you don't hit your [affordable housing] target for someone to come in and basically force a 40B," she said. "You definitely want to have more of a say in what your housing looks like, right?"

But others on Thursday said the town can't rely solely on zoning to create more affordable housing. Gerry Mulligan, who chairs the town's zoning board of appeals, said with market rate housing prices approaching \$1 million on the low end, it's hard to incentivize developers to make their units affordable.

"Locust Road is the low end of market rate housing in Orleans," Mulligan said. "That's a fact. '\$800,000 is the bottom of the market rate in Orleans.'"

As an example, Mulligan noted the proposed Seaside Court Condominiums on Locust Road, plans for which

call for the development of nine market rate units. A 10th unit would have required at least some affordable housing component.

Mark Mathison of the select board said a balance needs to be struck between providing affordable units and making projects attractive for developers. Without more affordable housing, the town will continue to lose out on local workers. In the trades, he said, those workers are already running in short supply.

"I'm 74 years old," he said. "I'm working every day doing jobs that normally you'd have 25- and 30-year-old people doing in the construction trades. Those people aren't here anymore. Who's going to reshingle your house or your roof, replace your front door or repair your broken deck? Those people aren't here anymore."

Thursday's conversation also briefly touched upon green initiatives, historic preservation and, of course, traffic.

"I hit traffic, as you would, leaving in the middle of the afternoon," Newman said. "That was really surprising to me."

Ginny Farber, who was in attendance of Thursday's meeting as chair of the town's conservation commission, first familiarized herself with Newman through her role on the search committee that interviewed candidates for the town manager job. She said she appreciated Newman's "honest appraisal" of her experiences trying to find housing on the Cape.

"I think she's very innovative, very energetic," she said of Newman.

Email Ryan Bray at ryan@capecodchronicle.com

2023 FALL PEER GROUP MEETINGS

HYBRID | LOCATION TBA

Quarterly housing conversations for municipal officials & staff

OUTER CAPE PEER GROUP

Provincetown, Truro, Wellfleet and Eastham

Tuesday, September 12, 2023
3 pm - 4:30 pm

LOWER CAPE PEER GROUP

Orleans, Brewster, Chatham and Harwich

Thursday, September 14, 2023
3 pm - 4:30 pm

- These Peer Group meetings are an informal discussion space for municipal officials and town staff who are involved in or interested in housing production on the Outer Cape.
- Towns will have an opportunity to share updates on their housing initiatives and projects.

Audience: elected and appointed town officials and town staff such as current members of the following boards & committees: Select Board, Finance Committee, Planning & Zoning Boards, Community Preservation Committee, Housing Trust, Housing Committee, Housing Authority, Local Housing Partnership, Town staff, etc.

To register, email Amanda Bebrin, Director, Housing Advocacy
at amanda@capecdp.org

