

MONTAGUE SELECTBOARD MEETING

VIA ZOOM

Monday, February 27 2023

AGENDA

Join Zoom Meeting <https://us02web.zoom.us/j/87077088792>

Meeting ID: Dial into meeting: 870 7708 8792 +1 646 558 8656

Topics may start earlier than specified, unless there is a hearing scheduled

Meeting Being Taped

Votes May Be Taken

1. 6:30 PM Selectboard Chair opens the meeting, including announcing that the meeting is being recorded and roll call taken
2. 6:30 Approve Selectboard Minutes from January 30, February 6, and 13, 2023
3. 6:30 Public Comment Period: Individuals will be limited to two (2) minutes each and the Selectboard will strictly adhere to time allotted for public comment
4. 6:32 Liquor License Hearing
 - Shea Theater, Christopher Belmonte as manager has applied for a transfer of the All Alcoholic Beverages Liquor License (Restaurant) from Hubie's Tavern, Inc. Dba Hubie's Tavern and Restaurant. The premise is located at 71 Avenue A, Turners Falls MA
5. 6:45 Chris Williams, Police Chief
 - Request Support to apply to the Northwestern District Attorney's Office for a full-time position with the task force
6. 7:00 Brian McHugh, Director of Community Development, FCRHRA
 - Authorize Payment #5 to Berkshire Design Group, in the amount of \$2,051.10 for professional landscape architectural, civil engineering, and land surveying services for the **FY20 MONT CDBG** Hillcrest Neighborhood Playground Design Project.
7. 7:10 Maureen Pollock, Town Planner
 - Consider Planning Board's recommendation to award First Street Housing Request for Proposals to Habitat for Humanity's proposal to construct 6 affordable single family homes
 - Intent to request \$13,100 at May 4 Annual Town Meeting for local match for the 5 Villages: 1 Future Comprehensive Plan (FY23 and FY24 match to MVP grant)
8. 7:25 Public Hearing
 - Community Development Discretionary Account Transfer \$4,000 for the purpose of funding the 5 Village 1 Future Comprehensive Plan FY23 MVP grant local match
9. 7:35 Personnel Board
 - Review and Approve Collection System Lead Operator job description
 - Make recommendation for cost split between General Fund and Enterprise Fund (DPW CWF Subsidiary)
 - Update on Health Director Candidate H-1B Visa Process

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10. 7:55 Walter Ramsey, Assistant Town Administrator
- ARPA Priorities and Spending Decision Process – Carryover from 2/13/22 meeting
11. 8:05 Wendy Bogusz, Executive Assistant
- Use of Peskeompskut Park, Montague Community Band, Monday's at 6:15-8:45PM beginning May 15, 2023, through July 31, 2023 (Except 5-29-23, and 7-3-23)
12. 8:10 Town Administrator Report
- Topics not anticipated within the 48hr posting

OTHER:

Next Meetings:

- Special Town Meeting, March 2, 2023 6:30pm Turners Falls High School Theater, 222 Turnpike Road, Montague
- Selectboard, Monday March 6, 2023 at 6:30 PM 1 Avenue A, Turners Falls, and via ZOOM

Montague Reporter:

Please publish the following as a legal notice on **Thursday, February 16, 2023.**

PUBLIC HEARING

In accordance with the provisions of Chapter 138, General Laws, as amended, the Inhabitants of the Town of Montague are hereby notified that the Shea Theater Arts Center, Christopher Belmonte as manager, has applied for a transfer of the On Premise, Section 12, Annual All Alcohol Liquor License (Restaurant) from Hubie's Tavern, Inc. D/B/A Hubie's Tavern and Restaurant. The new On Premise Section 12, Annual All Alcohol Liquor License type will change to General On-Premise. The licensed premises is located at 71 Avenue A, Turners Falls, MA consisting of approximately 8,775 square feet (total building) with 3,869 square feet on first floor and 908 square feet in basement area. One front entrance and 5 emergency exits. Alcohol to be stored in a locked refrigeration unit and/or a locked cabinet in the bar area.

Date and place of hearing: Monday, February 27, 2023 at 6:32 P.M. via ZOOM see agenda link: <https://www.montague-ma.gov/d/8939/Selectboard>

Montague License Commissioners



**The Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
95 Fourth Street, Suite 3, Chelsea, MA 02150-2358
www.mass.gov/abcc**

APPLICATION FOR A TRANSFER OF LICENSE

Municipality

1. TRANSACTION INFORMATION

- | | | |
|---|---|---|
| <input checked="" type="checkbox"/> Transfer of License | <input type="checkbox"/> Pledge of Inventory | <input type="checkbox"/> Change of Class |
| <input type="checkbox"/> Alteration of Premises | <input type="checkbox"/> Pledge of License | <input type="checkbox"/> Change of Category |
| <input type="checkbox"/> Change of Location | <input type="checkbox"/> Pledge of Stock | <input type="checkbox"/> Change of License Type
(\$12 ONLY, e.g. "club" to "restaurant") |
| <input type="checkbox"/> Management/Operating Agreement | <input type="checkbox"/> Other <input type="text"/> | |

Please provide a narrative overview of the transaction(s) being applied for. On-premises applicants should also provide a description of the intended theme or concept of the business operation. Attach additional pages, if necessary.

The non-profit entity of the Shea Theater Arts Center Inc is purchasing the ABCC liquor license of Hubie's Tavern, Inc for \$5000.00. The Shea Theater Arts Center currently owns a Wines and Malt license and intends to increase to an All Alcoholic Beverage License to improve customer experience.

2. LICENSE CLASSIFICATION INFORMATION

ON/OFF-PREMISES	TYPE	CATEGORY	CLASS
<input type="text" value="On-Premises-12"/>	<input type="text" value="\$12 General On-Premises"/>	<input type="text" value="All Alcoholic Beverages"/>	<input type="text" value="Annual"/>

3. BUSINESS ENTITY INFORMATION

The entity that will be issued the license and have operational control of the premises.

Current or Seller's License Number	<input type="text" value="00003-RS-0736"/>	FEIN	<input type="text" value="81-1096876"/>
Entity Name	<input type="text" value="Shea Theater Arts Center"/>		
DBA	<input type="text"/>	Manager of Record	<input type="text" value="Linda Tardif"/>
Street Address	<input type="text" value="71 Avenue A Turners Falls MA"/>		
Phone	<input type="text" value="413-648-7432"/>	Email	<input type="text" value="info@sheatheater.org"/>
Add'l Phone	<input type="text"/>	Website	<input type="text" value="sheatheater.org"/>

4. DESCRIPTION OF PREMISES

Please provide a complete description of the premises to be licensed, including the number of floors, number of rooms on each floor, any outdoor areas to be included in the licensed area, and total square footage. If this application alters the current premises, provide the specific changes from the last approved description. You must also submit a floor plan.

Approx 8,775 sq feet (total building) with 3,869 on the first floor and 908 sq. ft. in the basement area. One front entrance and 5 emergency exits. Alcohol to be stored in a locked refrigeration unit and/or locked cabinet in the bar area

Total Sq. Footage	<input type="text" value="8775"/>	Seating Capacity	<input type="text" value="340"/>	Occupancy Number	<input type="text" value="396"/>
Number of Entrances	<input type="text" value="1"/>	Number of Exits	<input type="text" value="5"/>	Number of Floors	<input type="text" value="2"/>

FW: 2-27-23

WendyB-Montague Selectboard <WendyB@montague-ma.gov>

Thu 2/23/2023 8:55 AM

To: Shayna Reardon <shaynar@montague-ma.gov>

Wendy Bogusz, Executive Assistant
Town of Montague
1 Avenue A
Turners Falls, MA 01376
413-863-3200 ext. 108
FAX: 413-863-3231

From: Christoher Williams <cwilliams@montague.net>
Sent: Thursday, February 23, 2023 8:54 AM
To: WendyB-Montague Selectboard <WendyB@montague-ma.gov>
Subject: 2-27-23

Hi Wendy,

Can I please be on the next agenda to request fulltime status in the NWDAO Anti-Crime Task Force? We are currently part-time.

Best,

Montague Chief of Police
Christopher P. Williams
180 Turnpike Road
Turners Falls, MA 01376
413-863-8911 ex. 203
413-834-7215

CONFIDENTIALITY NOTICE:

NOT FOR PUBLIC RECORDS RELEASE. The contents of this email message and any attachments are intended solely for the addressee(s) and may contain confidential and/or privileged information and may be legally protected from disclosure. If you are not the intended recipient of this message or their agent, or if this message has been addressed to you in error, please immediately alert the sender by reply email and then delete this message and any attachments. If you are not the intended recipient, you are hereby notified that any use, dissemination, copying, or storage of this message or its attachments is strictly prohibited.



**FRANKLIN COUNTY REGIONAL HOUSING &
REDEVELOPMENT AUTHORITY**

241 Millers Falls Road • Turners Falls, MA 01376
Telephone: (413) 863-9781 • Facsimile: (413) 863-9289

**AUTHORIZATION TO DISBURSE No. 5
Invoice # 2022-017-5
TOWN OF MONTAGUE FY20 (6K)
HILLCREST NEIGHBORHOOD PLAYGROUND
Contractor: Berkshire Design Group
4 Allen Place
Northampton, MA 01060**

Date: February 21, 2023

Original Contract Amount:	9,000.00
Total Contract	9,000.00
Total Paid to Date:	\$6,949
Balance:	2,051.10
This Invoice:	\$2,051.10
Balance:	-

Work Items Complete: For professional landscape architectural, civil engineering and land surveying services for the period November 1, 2022 to January 31, 2023.

See attached invoice dated: February 21, 2023
FY2020 CDBG Funds allocated:

**FY2020 CDBG
\$ 2,051.10**

I reviewed this invoice on February 21, 2023 and found that the tasks have been completed, as noted. I recommend approval of this pay request for **\$2,051.10**



Director of Community Development – HRA

I hereby authorize the above payment

TOWN of MONTAGUE (2 of 3 required)

Authorized signature
Chair, Selectboard

Authorized signature
Selectboard

Authorized signature
Selectboard



4 Allen Place, Northampton, MA 01060
413-582-7000 t • 413-582-7005 f

Town of Montague Planning Dept.
Mr. Walter Ramsey, AICP
1 Avenue A
Turners Falls, MA 01376

INVOICE # 2022-017-5

February 21, 2023

Project No: 2022-017

Re: Montague - Hillcrest Neighborhood Playground

For professional landscape architectural, civil engineering and land surveying services listed below for the period November 1, 2022 to January 31, 2023:

Email invoices to: planner@montague-ma.gov and spleasant@fcrhra.org

Task	Fee	% Complete (to date)	% Complete (this period)	Amount Due (this Period)
Construction Documents	\$9,000.00	100.00%	22.79%	\$2,051.10
	<u>\$9,000.00</u>			
Subtotal Task Charges				\$2,051.10
INVOICE TOTAL				\$2,051.10

Please make check payable to: The Berkshire Design Group, Inc. Please note Project # on check.

Terms: Due upon receipt. A 1.5% late payment charge may be applied to the balance due, if payment in full is not received in 30 days. Thank You.



MONTAGUE PLANNING BOARD

TOWN HALL · ONE AVENUE A · TURNERS FALLS, MA 01376 ·
PHONE: 413-863-3200 EXT 207 – PLANNER@MONTAGUE-MA.GOV

MEMORANDUM

TO: Selectboard
FROM: Planning Board
RE: Planning Board Review and Recommendations of RFP Submittal
DATE: February 23, 2023

At its February 21, 2023 meeting, the Planning Board reviewed the one proposal response to the Town's Request for Proposal (RFP) for the "Design and Development of Affordable Housing on First Street (Assessor's Map 4, Lot 31)", which was submitted by Pioneer Valley Habitat for Humanity (PVHH).

Planning Board members present included: Ronald Sicard, Chair; Elizabeth Irving; George Cooke; and Matthew Lord.

Also present included: Maureen Pollock, Planner and staff liaison to the Planning Board; Megan McDonough, Executive Director of the Pioneer Valley Habitat for Humanity (PVHH); and members of the public.

Maureen Pollock stated that the Town amended its [Zoning Bylaw](#) in May 2022 to include Section 10: Smart Growth Overlay Districts – 40R (SGODs) as a means to encourage the creation of new Affordable dwelling units in areas of concentrated development, such as downtown Turners Falls, that are in close proximity to transit stops; to encourage the revitalization of underutilized properties; and to maintain a consistently high level of design quality.

In December 2022, the Town released a [Request for Proposals \(RFP\)](#) seeking proposals for the development of between five (5) and twelve (12) units of Affordable housing on the Town owned property identified as First Street (Assessors Map 4, Lot 31), located within the Smart Growth Overlay District (SGOD).

The RFP Proposal Deadline was on January 25, 2023 at 11:00am.

Pioneer Valley Habitat for Humanity (PVHH) submitted a [proposal](#). This was the only proposal submitted to the Town.

Town Staff reviewed Pioneer Valley Habitat for Humanity's (PVHH) submitted proposal and determined that it meets the minimum threshold criteria set forth in the RFP, including:

- The Proposal is complete and conforms with all submission requirements.
- The Proposal has been submitted on time.
- The Proposal includes certification of compliance for all state and local taxes and must submit a Certificate of Tax Compliance, a Non-collusion Form, and a Disclosure of Beneficial Interests in Real Property Transaction with the RFP response.

- The Proposal ensures that all of the units will be made affordable to households earning at or below 80% of Area Median Income (as defined by HUD)
- Bidder has a minimum of 5 years' experience in the development of affordable housing.

Megan McDonough presented an overview summary of PVHH's proposal; and showed the Board the conceptual site plan, building plan, and floorplans, which were prepared by Kuhne Riddle Architects.

The current use on the property is an underutilized parking lot. PVHH proposes to build six (6) Affordable detached single-family homes. The six (6) homes will be deeded Affordable, in perpetuity; and will be required to be owner-occupied.

For the initial home purchases PVHH will target homebuyers who earn between a minimum of \$30,000/year and 60% of the Area Median Income (AMI) adjusted for family size. A deed restriction will be placed on the property limiting resale to someone earning 80% AMI or less and limiting the maximum resale price of the home to keep it affordable in perpetuity.

Five (5) of the homes will be "visitable," meaning that the each of these homes will be designed in such a way that it can be lived in or visited by people who have trouble with steps or who use wheelchairs or walkers. One (1) of the homes will be fully ADA accessible. All six (6) homes will be all-electric and energy-efficient.

The project's design and appearance is intended to fit into the existing neighborhood with simple homes that have vernacular yet contemporary appeal. The proximity of these detached single-family homes will lend a nod to the historic row housing, without the complications to ownership required of attached rowhomes.

Each homeowner will own their own home and lot, as well as, two (2) parking spaces. A shed would be provided for on-site storage and considerations of trash storage would be made. The proposal also include six (6) visitor parking spaces, which maybe used by the general public.

PVHH's provides an anticipated timeline for the project, with MassHousing and without MassHousing funding. With MassHousing funding, PVHH expects to complete all construction over a span of 2 years. If MassHousing funding is not secured, PVHH expects to complete all construction in 3-4 years.

Board discussion:

Ronald Sicard stated the Town of Montague has a positive experience working with PVHH on previous Affordable housing projects. Stated the proposal is was well prepared and supports the project. Stated that he is happy that this development will put this property back on the tax roll.

Elizabeth stated that she likes that the proposal uses the existing topography with the design; likes that all of the homes will be energy efficient; and likes that 5 of the homes will be "visitable" and 1 of the homes will be fully ADA accessible. The location is ideal for new housing, particularly for families with children, as it is walking distance to Unity Park, to downtown shops and restaurants, grocery store, public library, and to the FRTA bus stop.

Board Review and Scoring of the RFP Proposal:

After Board discussion, the Planning Board then reviewed the proposal using the [RFP Review Scoresheet](#), provided by Town Staff.

Competitive Evaluation Criteria

Responses were evaluated competitively using the following criteria.

<u>Ratings</u>	<u>Rationale</u>
Highly advantageous	Exceeds the requirements/preference
Advantageous	Meets the requirements/preference
Not advantageous	Meets minimum requirements
Not acceptable	Does not meet requirements

Criteria for evaluation:

1. **Development Experience**—*Extent to which the developer’s experience exceeds or meets the minimum criteria; the developer’s prior track record in the construction of affordable housing and the experience of the development team with regard to the development, financing, and marketing of affordable housing and/or accessible housing for people with disabilities should be described in detail.*

➤ **Board Response:** The Town of Montague has a positive experience working with PVHH on previous Affordable housing projects. They have a successful track record of building on budget and completing projects within specified timeframes with 30 years of experience in construction and development of affordable homeownership opportunities in western Massachusetts. PVHH has built and sold 50 homes in Hampshire and Franklin Counties including two homes on small lots on L Street in Turners Falls, just around the corner from this site.

PVHH has extensive experience with building deed restricted housing and working with MA Department of Housing and Community Development (DHCD). In the last 10 years, all PVHH homes have gone through DHCD programs to ensure permanent affordability. Executive Director Megan McDonough has been trained on loan origination and affirmative fair housing marketing plans, allowing PVHH to share the role of monitoring agent into the future. PVHH is fully prepared to conduct all marketing, lottery and selection in compliance with DHCD regulations.

MOTION: Moved by Ms. Irving, seconded by Mr. Sicard, and voted 4-0 to give PVHH’s response for Development Experience to be Highly Advantageous: The Bidder has 5 or more years of experience developing affordable housing and/or accessible housing.

Development Experience - Vote Breakdown by member:

1. Ronald Sicard, Chair - Highly advantageous
2. Elizabeth Irving - Highly advantageous
3. George Cooke - Highly advantageous
4. Matthew Lord - Highly advantageous

2. **Developer Financial Capacity**—Ability to secure financing as evidenced by letter(s) from prospective lender(s); ability to identify subsidy gaps and potential sources for subsidy to complete project.

- **Board Response:** PVHH submitted letters of interest/support from bankESB, Kuhn Riddle Architects, and Franklin County Regional Housing & Redevelopment Authority (HRA). Also, PVHH submitted two budget alternatives for the project, which are based on whether they get funding from MassHousing’s Neighborhood Stabilization Program or not. If PVHH gets the funding, construction will take 2 years, if they don’t receive the funding, it will take 3-4 years to complete the work. The Board finds that PVHH is capable of doing the work with either budget alternative. State Senator Jo Comerford and State Representative Natalie submitted a joint letter of support to MassHousing to fund this project. MassHousing will announce grant awards by April 2023.

MOTION: Moved by Ms. Irving, seconded by Mr. Sicard, and voted 4-0 to give PVHH’s response for Developer Financial Capacity to be Highly Advantageous: Proposal includes a letter from a prospective lender for the project and has identified any existing subsidy gaps, has a plan to address those gaps and experience applying for subsidy monies.

Developer Financial Capacity - Vote Breakdown by member:

- | | |
|-------------------------|-----------------------|
| 1. Ronald Sicard, Chair | - Highly advantageous |
| 2. Elizabeth Irving | - Highly advantageous |
| 3. George Cooke | - Highly advantageous |
| 4. Matthew Lord | - Highly advantageous |

3. **Feasibility of Proposed Project**—Environmental, permitting issues, construction estimates, soft costs; timeline to completion.

- **Board Response:** The Board noted the proposal’s contingency is listed at 5%. According to the Megan McDonough, MassHousing limits it to 5%. The PVHH submission clearly describes all necessary steps to complete the project, including the timeline for permitting and construction; and construction estimates and soft costs.

PVHH’s provides an anticipated timeline for the project, with MassHousing and without MassHousing funding. With MassHousing funding, PVHH expects to complete all construction in two phases over a span of two years – phase 1 includes the construction of homes #1, 2, and 3; phase 2 includes the construction of homes #4, 5, and 6. If MassHousing funding is not secured, PVHH expects to complete all construction in two phases over a span of four years.

MOTION: Moved by Ms. Irving, seconded by Mr. Sicard, with the following:

- 2 members voted (Elizabeth Irving and Ronald Sicard) to give PVHH’s response regarding Feasibility of Proposed Project to be Highly Advantageous: Proposal clearly describes all necessary steps to complete project, including any environmental and permitting issues, and proposes a timeline to commence work ahead of required time frame (or includes

detailed explanation why the required time frame is not feasible).

- 2 members voted (George Cooke and Matthew Lord) to give PVHH's response regarding Feasibility of Proposed Project to be Advantageous: Proposal clearly describes all necessary steps to complete project, including any environmental and permitting issues, and proposes a timeline to commence work within required time frame (or includes detailed explanation why the required time frame is not feasible).

Feasibility of Proposed Project - Vote Breakdown by member:

1. Ronald Sicard, Chair - Highly Advantageous
2. Elizabeth Irving - Highly Advantageous
3. George Cooke - Advantageous
4. Matthew Lord - Advantageous

4. **Site and Unit Design**—Extent to which the project meets or exceeds the minimum Program, Use and Design Guidelines as detailed below.

- **Board Response:** The Board noted that the proposal does provide slightly more than the minimum requirement for housing density per the RFP but hoped that the density would be slightly more than proposed. The RFP does call out that single family homes would be accepted for this development. This was the only proposal that was submitted. The Board does believe it meets the RFP, including program, use, and design guidelines, including:
 - The design of the buildings will fit to the characteristics of the neighborhood and will be similar to the footprint, massing and orientation. The units will have front porches on First Street.
 - The proposal includes 6 Affordable detached units.
 - All units will be owner occupied
 - The style of housing isn't townhouses, which is the preferred style. The RFP does indicate that single family homes may be considered.
 - The units will be restricted to households earning 80% of area median income or less
 - 1 unit will be fully ADA accessible. 5 units will be "visitable."
 - PVHH agrees to be responsible for a fair marketing and lottery plan to advertise the units to eligible households.
 - All units will use of energy efficient technologies and building materials.
 - PVHH proposes to preserve the existing street trees along First Street.

- MOTION:** Moved by Ms. Irving, seconded by Mr. Sicard, with the following:
- 3 members voted (Elizabeth Irving, Ronald Sicard, and George Cooke) to give PVHH's response regarding Site and Unit Design to be Advantageous: Proposal meets the minimum Guidelines and preferences;
 - 1 member voted (Matthew Lord) to give PVHH's response regarding Site and Unit Design to be Not Advantageous: Proposal meets the minimum Guidelines, stating the proposal meets the minimum criteria for number of units provided, and

that perhaps additional units could have been provided; and the proposal meets the minimum criteria style of housing with single family homes, but perhaps townhouse style housing could have been provided instead.

Site and Unit Design - Vote Breakdown by member:

- | | |
|-------------------------|--------------------|
| 1. Ronald Sicard, Chair | - Advantageous |
| 2. Elizabeth Irving | - Advantageous |
| 3. George Cooke | - Advantageous |
| 4. Matthew Lord | - Not advantageous |

Comments:

Overall the Planning Board liked the proposal submitted by Pioneer Valley Habitat for Humanity, and made the following motion and vote:

MOTION: Moved by Ms. Irving, seconded by Mr. Sicard, and **voted 4-0** to give a **positive recommendation** to the Selectboard for the RFP proposal submitted by Pioneer Valley Habitat for Humanity for the Design and Development of Affordable Housing on First Street (Assessors Map 4, Lot 31)

The following pages include each of the Planning Board members' completed RFP Review Scoresheet.

RFP REVIEW SCORESHEET
Design and Development of Affordable Housing on First Street
Proposals Received Jan 25, 2023

Reviewer: *Ron Sicard*
Proposal: *Habitat for Humanity*
Date: *2-21-2023*

Minimum Threshold Criteria

- The Proposal is complete and conforms with all submission requirements
- The Proposal has been submitted on time
- The Proposal includes certification of compliance for all state and local taxes and must submit a Certificate of Tax Compliance, a Non-collusion Form, and a Disclosure of Beneficial Interests in Real Property Transaction with the RFP response.
- The Proposal ensures that all of the units will be made affordable to households earning at or below 80% of Area Median Income (as defined by HUD)
- Bidder has a minimum of 5 years' experience in the development of affordable housing.

Competitive Evaluation Criteria

Responses will be evaluated competitively using the following criteria.

<u>Ratings</u>	<u>Rationale</u>
Highly advantageous	Exceeds the requirements/preference
Advantageous	Meets the requirements/preference
Not advantageous	Meets minimum requirements
Not acceptable	Does not meet requirements

1. **Development Experience**—*Extent to which the developer's experience exceeds or meets the minimum criteria; the developer's prior track record in the construction of affordable housing and the experience of the development team with regard to the development, financing, and marketing of affordable housing and/or accessible housing for people with disabilities should be described in detail.*
 - Highly Advantageous: The Bidder has 5 or more years of experience developing affordable housing and/or accessible housing.
 - Advantageous: The Bidder has 5 or more years of experience developing housing.
 - Not Advantageous: The Bidder has 5 years of experience developing housing.
 - Not Acceptable: The Bidder has less than 5 years of experience developing housing.

2. **Developer Financial Capacity**—*Ability to secure financing as evidenced by letter(s) from prospective lender(s); ability to identify subsidy gaps and potential sources for subsidy to complete project.*

- Highly Advantageous: Proposal includes a letter from a prospective lender for the project and has identified any existing subsidy gaps, has a plan to address those gaps and experience applying for subsidy monies.
- Advantageous: Proposal includes a letter from a prospective lender for the project and has identified any existing subsidy gaps.
- Not Advantageous: Proposal includes a letter from a prospective lender for the project but does not address whether there are any subsidy gaps.
- Not Acceptable: Proposal does not include a letter from a prospective lender.

3. **Feasibility of Proposed Project**—*Environmental, permitting issues, construction estimates, soft costs; timeline to completion.*

- Highly Advantageous: Proposal clearly describes all necessary steps to complete project, including any environmental and permitting issues, and proposes a timeline to commence work ahead of required time frame (or includes detailed explanation why the required time frame is not feasible).
- Advantageous: Proposal clearly describes all necessary steps to complete project, including any environmental and permitting issues, and proposes a timeline to commence work within required time frame (or includes detailed explanation why the required time frame is not feasible).
- Not Advantageous: Proposal purports to commence work within required time frame but does not include a detailed timeline and/or the necessary steps to complete project.
- Not Acceptable: Proposal does not address feasibility of project.

4. ***Site and Unit Design***—Extent to which the project meets or exceeds the minimum Program, Use and Design Guidelines as detailed below.

- Highly Advantageous: Proposal exceeds of the Guidelines and preferences,
- Advantageous: Proposal meets the minimum Guidelines and preferences
- Not Advantageous: Proposal meets the minimum Guidelines
- Not Acceptable: Proposal does not meet the minimum Guidelines

Program, Use and Design Guidelines: The proposed project should offer, but should not be limited to:

- Design of the building(s) should fit the characteristics of the existing neighborhood, and be similar to the footprint, mass, orientation of the town's preferred development concept plan. Dwelling units with front porches on First Street are preferred.
- Build between 5 and 12 units of affordable housing. The units may be attached or detached.
- Preference is for owner occupied units, although rental units will be considered.
- Preference is for townhouse style housing, although duplexes and single family homes may be considered.
- Town will accept proposals for housing that is restricted to households earning 80% of area median income or less.
- Preference for visitable units. For information on visitability, use this website:
<http://www.visitability.org/>
- The successful developer shall be responsible for a fair marketing and lottery plan to advertise the units to eligible households.
- Preference for use of energy efficient technologies and building materials.
- Take all necessary precautions to preserve the vegetation, specifically the mature trees on the property. This should include limited soil disturbance and compaction during construction, and defining an area of work around each tree.

Comments:

RFP REVIEW SCORESHEET
Design and Development of Affordable Housing on First Street
Proposals Received Jan 25, 2023

Reviewer: Matthew Lord

Proposal: Habitat 1st St Proposal

Date: 2/21/2023

Minimum Threshold Criteria

The Proposal is complete and conforms with all submission requirements

X The Proposal has been submitted on time

X The Proposal includes certification of compliance for all state and local taxes and must submit a Certificate of Tax Compliance, a Non-collusion Form, and a Disclosure of Beneficial Interests in Real Property Transaction with the RFP response.

X The Proposal ensures that all of the units will be made affordable to households earning at or below 80% of Area Median Income (as defined by HUD)

X Bidder has a minimum of 5 years' experience in the development of affordable housing.

Competitive Evaluation Criteria

Responses will be evaluated competitively using the following criteria.

<u>Ratings</u>	<u>Rationale</u>
Highly advantageous	Exceeds the requirements/preference
Advantageous	Meets the requirements/preference
Not advantageous	Meets minimum requirements
Not acceptable	Does not meet requirements

1. **Development Experience**—*Extent to which the developer's experience exceeds or meets the minimum criteria; the developer's prior track record in the construction of affordable housing and the experience of the development team with regard to the development, financing, and marketing of affordable housing and/or accessible housing for people with disabilities should be described in detail.*

X Highly Advantageous: The Bidder has 5 or more years of experience developing affordable housing and/or accessible housing.

- Advantageous: The Bidder has 5 or more years of experience developing housing.
- Not Advantageous: The Bidder has 5 years of experience developing housing.
- Not Acceptable: The Bidder has less than 5 years of experience developing housing.

2. **Developer Financial Capacity**—*Ability to secure financing as evidenced by letter(s) from prospective lender(s); ability to identify subsidy gaps and potential sources for subsidy to complete project.*

X Highly Advantageous: Proposal includes a letter from a prospective lender for the project and has identified any existing subsidy gaps, has a plan to address those gaps and experience applying for subsidy monies.

- Advantageous: Proposal includes a letter from a prospective lender for the project and has identified any existing subsidy gaps.
- Not Advantageous: Proposal includes a letter from a prospective lender for the project but does not address whether there are any subsidy gaps.
- Not Acceptable: Proposal does not include a letter from a prospective lender.

3. **Feasibility of Proposed Project**—*Environmental, permitting issues, construction estimates, soft costs; timeline to completion.*

Not sure on our timeline

- Highly Advantageous: Proposal clearly describes all necessary steps to complete project, including any environmental and permitting issues, and proposes a timeline to commence work ahead of required time frame (or includes detailed explanation why the required time frame is not feasible).
- X Advantageous: Proposal clearly describes all necessary steps to complete project, including any environmental and permitting issues, and proposes a timeline to commence work within required time frame (or includes detailed explanation why the required time frame is not feasible).
- Not Advantageous: Proposal purports to commence work within required time frame but does not include a detailed timeline and/or the necessary steps to complete project.
- Not Acceptable: Proposal does not address feasibility of project.

4. **Site and Unit Design**—Extent to which the project meets or exceeds the minimum Program, Use and Design Guidelines as detailed below.

- Highly Advantageous: Proposal exceeds of the Guidelines and preferences,
- Advantageous: Proposal meets the minimum Guidelines and preferences
- Not Advantageous: Proposal meets the minimum Guidelines
- Not Acceptable: Proposal does not meet the minimum Guidelines

Program, Use and Design Guidelines: The proposed project should offer, but should not be limited to:

- Design of the building(s) should fit the characteristics of the existing neighborhood, and be similar to the footprint, mass, orientation of the town’s preferred development concept plan. Dwelling units with front porches on First Street are preferred.
- Build between 5 and 12 units of affordable housing. The units may be attached or detached.
- Preference is for owner occupied units, although rental units will be considered.
- Preference is for townhouse style housing, although duplexes and single family homes may be considered.
- Town will accept proposals for housing that is restricted to households earning 80% of area median income or less.
- Preference for visitable units. For information on visitability, use this website: <http://www.visitability.org/>
- The successful developer shall be responsible for a fair marketing and lottery plan to advertise the units to eligible households.
- Preference for use of energy efficient technologies and building materials.
- Take all necessary precautions to preserve the vegetation, specifically the mature trees on the property. This should include limited soil disturbance and compaction during construction, and defining an area of work around each tree.

Comments:

This meets minimum site and unit design requirements without meeting preferences, but has a highly advantageous developer, financial capacity, and feasibility setting

RFP REVIEW SCORESHEET
Design and Development of Affordable Housing on First Street
Proposals Received Jan 25, 2023

Reviewer: Elizabeth Irving

Proposal: Great Falls First Street Proposal

Date: February 21, 2023

Minimum Threshold Criteria

- The Proposal is complete and conforms with all submission requirements
- The Proposal has been submitted on time
- The Proposal includes certification of compliance for all state and local taxes and must submit a Certificate of Tax Compliance, a Non-collusion Form, and a Disclosure of Beneficial Interests in Real Property Transaction with the RFP response.
- The Proposal ensures that all of the units will be made affordable to households earning at or below 80% of Area Median Income (as defined by HUD)
- Bidder has a minimum of 5 years' experience in the development of affordable housing.

Competitive Evaluation Criteria

Responses will be evaluated competitively using the following criteria.

<u>Ratings</u>	<u>Rationale</u>
Highly advantageous	Exceeds the requirements/preference
Advantageous	Meets the requirements/preference
Not advantageous	Meets minimum requirements
Not acceptable	Does not meet requirements

1. **Development Experience**—*Extent to which the developer's experience exceeds or meets the minimum criteria; the developer's prior track record in the construction of affordable housing and the experience of the development team with regard to the development, financing, and marketing of affordable housing and/or accessible housing for people with disabilities should be described in detail.*

- Highly Advantageous: The Bidder has 5 or more years of experience developing affordable housing and/or accessible housing.
- Advantageous: The Bidder has 5 or more years of experience developing housing.
- Not Advantageous: The Bidder has 5 years of experience developing housing.
- Not Acceptable: The Bidder has less than 5 years of experience developing housing.

2. **Developer Financial Capacity**—*Ability to secure financing as evidenced by letter(s) from prospective lender(s); ability to identify subsidy gaps and potential sources for subsidy to complete project.*

- Highly Advantageous: Proposal includes a letter from a prospective lender for the project and has identified any existing subsidy gaps, has a plan to address those gaps and experience applying for subsidy monies.
- Advantageous: Proposal includes a letter from a prospective lender for the project and has identified any existing subsidy gaps.
- Not Advantageous: Proposal includes a letter from a prospective lender for the project but does not address whether there are any subsidy gaps.
- Not Acceptable: Proposal does not include a letter from a prospective lender.

3. **Feasibility of Proposed Project**—*Environmental, permitting issues, construction estimates, soft costs; timeline to completion.*

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- Preference for use of energy efficient technologies and building materials.
- Take all necessary precautions to preserve the vegetation, specifically the mature trees on the property. This should include limited soil disturbance and compaction during construction, and defining an area of work around each tree.

Comments:

This is an excellent project that is carefully thought out, well-funded, with a long-standing relationship with the Town of Montague and other area stakeholders. It will be very advantageous to the town and residents.

RFP REVIEW SCORESHEET
Design and Development of Affordable Housing on First Street
Proposals Received Jan 25, 2023

Reviewer: GEORGE COOKE

Proposal: HABITAT FOR HUMANITY

Date: 2/21/23

Minimum Threshold Criteria

- The Proposal is complete and conforms with all submission requirements
- The Proposal has been submitted on time
- The Proposal includes certification of compliance for all state and local taxes and must submit a Certificate of Tax Compliance, a Non-collusion Form, and a Disclosure of Beneficial Interests in Real Property Transaction with the RFP response.
- The Proposal ensures that all of the units will be made affordable to households earning at or below 80% of Area Median Income (as defined by HUD)
- Bidder has a minimum of 5 years' experience in the development of affordable housing.

Competitive Evaluation Criteria

Responses will be evaluated competitively using the following criteria.

<u>Ratings</u>	<u>Rationale</u>
Highly advantageous	Exceeds the requirements/preference
Advantageous	Meets the requirements/preference
Not advantageous	Meets minimum requirements
Not acceptable	Does not meet requirements

1. **Development Experience**—Extent to which the developer's experience exceeds or meets the minimum criteria; the developer's prior track record in the construction of affordable housing and the experience of the development team with regard to the development, financing, and marketing of affordable housing and/or accessible housing for people with disabilities should be described in detail. 30 YRS

- Highly Advantageous: The Bidder has 5 or more years of experience developing affordable housing and/or accessible housing.
- Advantageous: The Bidder has 5 or more years of experience developing housing.
- Not Advantageous: The Bidder has 5 years of experience developing housing.
- Not Acceptable: The Bidder has less than 5 years of experience developing housing.

HOUSING COSTS < 30% INCOME @ PURCHASE

60% AMI MAX

- SUBMITTED REQUEST TO MASS HOUSING NSR HEAR BACK IN FEB. OR MARCH

2. **Developer Financial Capacity**—Ability to secure financing as evidenced by letter(s) from prospective lender(s); ability to identify subsidy gaps and potential sources for subsidy to complete project.

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- Not Acceptable: Proposal does not address feasibility of project.

PHASE 1 3 HOMES OCT 2023
JUNE 2025
PHASE 2 2024
2026

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- Preference is for townhouse style housing, although duplexes and single family homes may be considered.
- Town will accept proposals for housing that is restricted to households earning 80% of area median income or less.
- Preference for visitable units. For information on visitability, use this website: <http://www.visitability.org/> (FILL 6 UNITS)
- The successful developer shall be responsible for a fair marketing and lottery plan to advertise the units to eligible households.
- Preference for use of energy efficient technologies and building materials.
- Take all necessary precautions to preserve the vegetation, specifically the mature trees on the property. This should include limited soil disturbance and compaction during construction, and defining an area of work around each tree.

Comments:



*Building strength,
stability and self-
reliance through
affordable
homeownership in
Franklin and
Hampshire Counties*

January 24, 2023

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MaryAnne Kuroczko
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Holly Young

Executive Director

Megan McDonough

140 Pine Street, Rooms 3 & 4
PO Box 60642
Florence, MA 01062-0642
(413) 586-5430
info@pvhabitat.org
www.pvhabitat.org

Wendy Bogusz, Selectboard Executive Assistant
Montague Town Hall
One Avenue A
Turners Falls MA 01376

Dear Ms. Bogusz:

Pioneer Valley Habitat for Humanity is delighted to submit this response to the Town of Montague's Design and Development of Affordable Housing on First Street RFP. We believe we have a solid plan for turning the underutilized parking lot on First Street (Assessors Map 4 Lot 31) into the opportunity for six families to build the strength, stability and self-reliance that comes with becoming first-time homeowners.

We propose to build six all-electric, energy-efficient, detached single-family homes that would be sold to first time home buyers with low incomes who cannot otherwise afford homeownership through traditional market rate channels. One home will be single story and adaptable for a person with mobility impairments, and all six will be visitable by a person in a wheelchair. The homes will be deeded affordable in perpetuity.

Our projected timeframe for construction spans Spring/Summer 2023 through Spring/Summer 2026.

Please do not hesitate to reach out with questions or for further information. We look forward to working with the Town of Montague on this exciting project.

With gratitude,

Megan McDonough
PVHH Executive Director



Great Falls First Street Project Proposal

1. Narrative description of proposed development

The Great Falls First Street project site has been identified as an area for redevelopment in multiple Montague town planning documents. Montague's 2015 Housing Plan identified the need for the creation of new affordable housing as well as improving the quality of existing affordable units and the 2021 Turners Falls Rapid Recovery Plan re-emphasized the priority for the addition of housing at this site. It is also in a HUD Qualified Census Tract and has been established as an environmental justice area. The average per capita income (2016-2020, EJSSCREEN) is just over \$29,000/year in this census tract, putting homeownership out of reach for many despite the relatively affordable homes in the area.

Pioneer Valley Habitat for Habitat (PVHH) has over 30 years of experience building affordable homes in the Pioneer Valley. With the Great Falls First Street project, Pioneer Valley Habitat seeks to replace the underutilized overflow parking lot owned by the town of Montague on First Street with six all-electric, energy-efficient, detached single-family homes that would be sold to first time home buyers with low incomes who cannot otherwise afford homeownership through traditional market rate channels. The resulting cluster of simple, durable homes with front porches on First Street will turn an underutilized site into a meaningful opportunity for strength, stability and self-reliance for a local family through homeownership.

We strive to make Habitat homes simple to construct with the labor of dozens of community volunteers. Our model focuses on community engagement in the construction process through the use of neighborhood and regional volunteers, hundreds on each build. These volunteers work shoulder to shoulder with the future homeowners who build social capital while swinging hammers.

In developing our preliminary design for the Great Falls First Street project we have looked to fit into the existing neighborhood with simple homes that have vernacular yet contemporary appeal. The proximity of these detached single-family homes will lend a nod to the historic row housing, without the complications to ownership required of attached rowhomes. Each homeowner will own their own home and lot. A shed would be provided for on-site storage and considerations of trash storage would be made. Habitat does not build garages.

Pioneer Valley Habitat builds energy efficient homes that are affordable to operate as well as to purchase. We are an acknowledged leader among Massachusetts Habitat affiliates in building solar-powered, all electric houses. Keeping energy costs low through small footprint, energy efficient design is a critical part of long-term affordability. Our building standards incorporate continuous wall insulation, excellent air sealing, mini-splits for heating and cooling, balanced



ventilation – all verified during the construction process by an independent Home Energy Rater. Our energy efficient homes have won awards and recognition at the local and national levels.

Designs based on simple shapes are more cost effective to build and easier to air seal for greater energy efficiency. We have successfully built many ENERGY STAR certified homes and the homes built on First Street would meet this minimum level of efficiency. We have also incorporated advanced energy features where cost effective or supported through specific community donations; a partnership with Pioneer Valley Photovoltaics (PV2), has resulted in solar panels on more than half a dozen Habitat homes thus far. We will evaluate the feasibility of solar for the Great Falls First Street site with PV2 if we are selected as the project developer.

The Great Falls First Street project benefits from the energy and expertise of women behind it. At the helm of PVHH and responsible for the oversight of all PVHH construction projects, Megan McDonough brings to bear her Masters degree in Regional Planning with a concentration in Housing and Social Issues and more than fifteen years of experience. The woman-owned firm of Kuhn Riddle Architects has been solid supporters of PVHH projects and work for many years, contributing financial support as well as their expertise at the drafting table and in the field.

2. Development budget sources and uses

We will request that the homebuyers apply for an affordable mortgage. We have successfully assisted other homeowners with applying for USDA 502 Direct Mortgages which have a subsidized interest rate making them a good fit for the buyers with low income we serve. The final sale price of the home and mortgage amount will be set based on the income of the buyers so that their housing costs at the time of home purchase do not exceed 30% of their income. We will commit to a maximum sales price not to exceed \$200,000 per home and for budget purposes have assumed a sales price of \$125,000 and a down payment of \$1,000 per buyer, for a net purchase price of \$124,000.

We have submitted a request for funding to MassHousing's Neighborhood Stabilization Program (NSP) to cover a significant portion of project costs that exceed the purchase price of the homes. We will hear back from MassHousing in February or March 2023 about whether or not our application is successful. It is unusual for us to have a large single source of funding and more often rely on a combination of grants, major donors and community fundraising. If funding is not secured from the NSP program, we will have adequate time between March and December 2023 to apply for and secure construction loans, Federal Home Loan Bank of Boston grants and resources from other sources. We have adequate cash on hand to begin the permitting and design process in summer 2023 without NSP funding. With this RFP we have



submitted a “Plan A” budget that includes NSP funding in the sources and a “Plan B” budget that does not.

See APPENDIX A:

- PVHH Preliminary Development Budget - Plan A with NSP
- PVHH Preliminary Development Budget - Plan B without NSP

3. Proposed sales prices or rental amounts, analysis of affordability including any need for subsidy

For the initial home purchases Pioneer Valley Habitat for Humanity will be targeting homebuyers who earn between a minimum of \$30,000/year and 60% of the Area Median Income (AMI) adjusted for family size. In all practicality this means we need to target a home price that is affordable for someone between the minimum income requirement and 50% AMI. We cannot count on getting applicants at the maximum 60% AMI income, but need to account for a range of income-eligible buyers.

A deed restriction will be placed on the property limiting resale to someone earning 80% AMI or less and limiting the maximum resale price of the home to keep it affordable in perpetuity. We plan to apply to DHCD’s Local Action Unit program with the town and use the standard DHCD LIP deed restriction for affordable projects (APPENDIX B). The deed restriction also requires the home to be owner occupied. PVHH will act as one of the monitoring agents for the deed restriction.

As of December 1, 2022 the interest rate for the USDA 502 Direct Loan Program is 3.75% with an option for a subsidized interest rate down to 1% based on income. The USDA program provides 33 and 38 year mortgages. We have utilized a 33-year mortgage term for our budget. At 50% AMI we assumed payment on a 3.75% mortgage but at the lower end of our eligible income range we assumed a subsidized interest rate of 2%.

Pioneer Valley Habitat for Humanity will pay all closing costs for the buyer with the exception of:

- A minimum \$700 down payment
- Pre-payment for a year of homeowner’s insurance

For the project budget we have used an estimated home sale price of \$125,000 with an estimated \$1,000 down payment by the buyer. You can see from the chart below that that will put the monthly housing costs for buyers in our targeted income range at less than 30%.

Great Falls Mortgage Affordability Scenarios	<u>30k min</u>	<u>50% AMI</u>
SALE PRICE	125,000	125,000
Less Downpayment (700 + extras)	(1,000)	(1,000)
PROPOSED MORTGAGE	124,000	124,000
Partner Family Income - family of 4	MIN INCOME	50% AMI
annual income	30,000	47,050
Monthly Income	2,500	3,921
30% of monthly income	750	1,176
Mortgage	USDA	USDA
Interest Rate on first mortgage	2.00%	3.75%
Mortgage Term - in months (1st mortgage)	396	396
Projected Monthly Expenses		
Mortgage (principal + interest)	428	877
Taxes (Tax Rate * sale price)	175	175
Insurance (sale price * 6%)	75	75
Total Estimated Housing Costs	678	1,126
Percentage of Income	27%	29%

The cost of construction exceeds the sales price, which is why we will fundraise for construction costs that exceed the sales price. See other parts of our proposal for information on fundraising and grants to cover construction costs. No ongoing subsidy is needed because the homes built will be sold to income eligible homebuyers who will be responsible for maintaining their homes.

4. Preliminary site plan and elevations

Kuhn Riddle Architects has prepared a preliminary site plan with building elevations for this proposal (APPENDIX C). The plans would be refined with survey and engineering work if we are selected as the developer.

Each home would be designed with at least one “visitable” entrance where someone with mobility impairments could enter the home, have access to a bathroom and be able to navigate to a living space typically shared with guests. One of the six homes would also be designed to be a single story so it could be adapted for full-time living for someone with mobility restrictions such as needing a wheelchair.



5. Proposed unit configuration and ownership structure or rental structure, with sample deed or rental agreement.

We envision each home on its own small lot and do not plan to create a condominium association. Ownership would be deed restricted (APPENDIX D) to those earning less than 80% of the Area Median Income (AMI) in perpetuity through the Local Action Unit program with DHCD. Pioneer Valley Habitat for Humanity has extensive experience with building deed restricted housing and working with DHCD. In the last 10 years all our homes have gone through DHCD programs to ensure permanent affordability. Executive Director Megan McDonough has been trained on loan origination and affirmative fair housing marketing plans, allowing PVHH to share the role of monitoring agent into the future. PVHH is fully prepared to conduct all marketing, lottery and selection in compliance with DHCD regulations.

6. Preliminary identification of permitting and regulatory relief

The only permitting and regulatory relief we anticipate requiring is provided for with the creation of the Smart Growth Overlay District (SGOD) that includes the first street parcel.

We would work with the appropriate design professionals to survey the site, prepare detailed site plans and construction documents for submittal to the planning board for Plan Approval and to the building inspector for building permits.

The concept site plan submitted with this RFP shows the creation of six single family building lots and a carve-out of a small area of land on the First Street Alley for neighborhood parking that could be retained by the city (if the city agrees). The .65 acre parcel for the project at just over 28,000 sq ft would allow for the creation of six building lots that exceed the minimum 4,000 square feet required in the SGOD.

The 259 feet of frontage on First Street is more than sufficient to design a configuration with a minimum of 30 feet of frontage per building lot.

Our site concept puts car access and parking to all five of the two-story buildings off of the first street alley, allowing for protection of street trees and limiting curb cuts on First Street. We would have one planned curb cut from First Street for the one-story accessible home and should be able to utilize the existing curb cut for this accessible unit (to be confirmed with final survey and engineering).

7. Project schedule

Our anticipated timeline for the project if funded by NSP (Plan A):

- December – January 2023 – RFP released, Pioneer Valley Habitat for Humanity application submitted
- February 2023 – RFP selection
- March 2023 – NSP funding awarded
- April 2023 to June 2023 – Create schematic design documents, submit pre-application concept plan to Planning Board, review concept with Select board at public meeting, prepare Local Action Unit Application and marketing plan, and create construction documents
- June 2023 to September 2023 – Apply for zoning and building permits, go out to bid for major subcontractors
- September 2023 – Closing on land with the town.
- October to November 2023 – Preliminary site work completed and foundations installed for phase 1
- December 2023 to April 2024 – Family selection process
- May 2024 – First walls raised in phase 1 (3 homes)
- October 2024 – Foundations go in for phase 2
- April 2025 – First walls raised in phase 2 (3 homes)
- June 2025 – Phase 1 construction completed
- July 2025 to August 2025 – Sale of Phase 1 units with USDA mortgages
- May 2026 – Phase 2 construction completed
- June 2026 – Sale of Phase 2 units with USDA mortgages



This timeline is typical of a Habitat for Humanity construction project.

Our anticipated timeline for the project if NOT funded by NSP (Plan B):

- December – January 2023 – RFP released, Pioneer Valley Habitat for Humanity application submitted
- February 2023 – RFP selection
- March 2023 – NSP funding NOT awarded, begin community fundraising campaign with a goal of having the majority of funds committed by the end of December 2023
- April 2023 to June 2023 – Create schematic design documents, submit pre-application concept plan to Planning Board, review concept with Select board at public meeting, prepare Local Action Unit Application and marketing plan, and create construction documents
- July 2023 to August 2023 – Apply for Federal Home Loan Bank of Boston AHP Grant (December award announcements) and construction loan
- July 2023 to October 2023 – Apply for zoning and building permits
- November to December 2023 – Go out to bid for major subcontractors
- January 2024 -- Closing on land with the town
- March to April 2024 – Preliminary site work completed and foundations installed for phase 1
- January 2024 to May 2024 – Family selection process
- June 2024 – First walls raised in phase 1 (3 homes)
- October 2024 – Foundations go in for phase 2
- April 2025 – First walls raised in phase 2 (3 homes)
- July 2025 – Phase 1 construction completed



- August 2025 to September 2025 – Sale of Phase 1 units with USDA mortgages
- June 2026 – Phase 2 construction completed
- August 2026 to September 2026 – Sale of Phase 2 units with USDA mortgages

This timeline is typical of a Habitat for Humanity construction project.

8. Letters of interest/support from lender(s) or partners.

See APPENDIX E.

9. Description of development team and previous experience

Habitat combines the work of paid staff, consultants, subcontractors and volunteers to put together a top-notch team with the development experience needed to get the job done. For the last nine years, Megan McDonough has provided steady, knowledgeable project leadership with Walt Kohler at the helm of the Build Team of more than fifteen builds. At the time of writing, this is the proposed team:

MEGAN McDONOUGH, PVHH EXECUTIVE DIRECTOR

Megan McDonough joined the Pioneer Valley Habitat for Humanity Team in the spring of 2013 after working for 7 years at the Center for Eco-Technology. She has a Masters in Planning from UMass Amherst with extensive knowledge of green building techniques. She has completed loan originator, affirmative fair housing and lottery professional development training. She provides overall leadership, financial planning and oversight for all development projects.

MICHAEL BROAD CONSTRUCTION SERVICES

Michael Broad has been involved in the housing design and construction business since 1971 and has provided related services to the Franklin County Housing Redevelopment Authority, HAPHousing, Inc. and Pioneer Valley Habitat for Humanity. He has been involved as a Construction Manager for Habitat on projects such as: Belchertown Road, Stanley Street, Garfield Avenue (phase 1, 2 & 3) and Glendale Rd. His role is to ensure that the selected housing designs are simple enough to utilize volunteer labor, apply for building permits, and provide ongoing expert advice to the build team leaders to ensure compliance and excellence in construction.



ERIC SUSSMAN, PVHH CONSTRUCTION COORDINATOR

Eric Sussman joined the Pioneer Valley Habitat staff in the spring of 2022. Since 2008, in his previous work Eric has provided leadership and coordination for teams of paid and volunteer workers on construction sites in various locations throughout the eastern US. He holds OSHA 10 Certification for Construction Safety and Health and Habitat for Humanity Competent Person certification.

CHARLES ROBERTS, ARCHITECT, KUHN RIDDLE ARCHITECTURE

A partner at Kuhn Riddle Architects since 2010, Charles joined the firm in 2020. Having lived in a number of locations, Charles has an understanding for the way design and the practice of building adapt and transform themselves to meet the needs of climate, energy performance, building methods, and client. He is committed to a team-based approach to architecture and has served on previous Habitat projects as a build team member and designer.

CHRIS FARLEY, PROJECT MANAGER, KUHN RIDDLE ARCHITECTURE

Chris brings 34 years of design and project management experience to Kuhn Riddle Architects, as well as his experience as a carpenter and furniture maker. This is his first time participating on a Habitat project. His resume includes project management on an affordable housing cluster in nearby Easthampton, MA.

WALT KOHLER, BUILD TEAM

Walt Kohler has been a co-leader or leader of the volunteer Build Team responsible for the day to day construction of some fifteen Habitat homes in Amherst, Pelham, Northampton and Conway. Walt also chairs this Habitat affiliate's Building Committee and served six years on the Habitat Board of Directors. Before retiring in 2007, Walt's professional career included fifteen years as a professor of electrical and computer engineering at the University of Massachusetts followed by twenty years of commuting to the Boston area to work in the hi-tech industry at Digital Equipment Corporation and EMC Corporation.

And more ... the above profiles are of key team members. Additional support from skilled community volunteers, seasoned subcontractors and community supporters round out the development team.

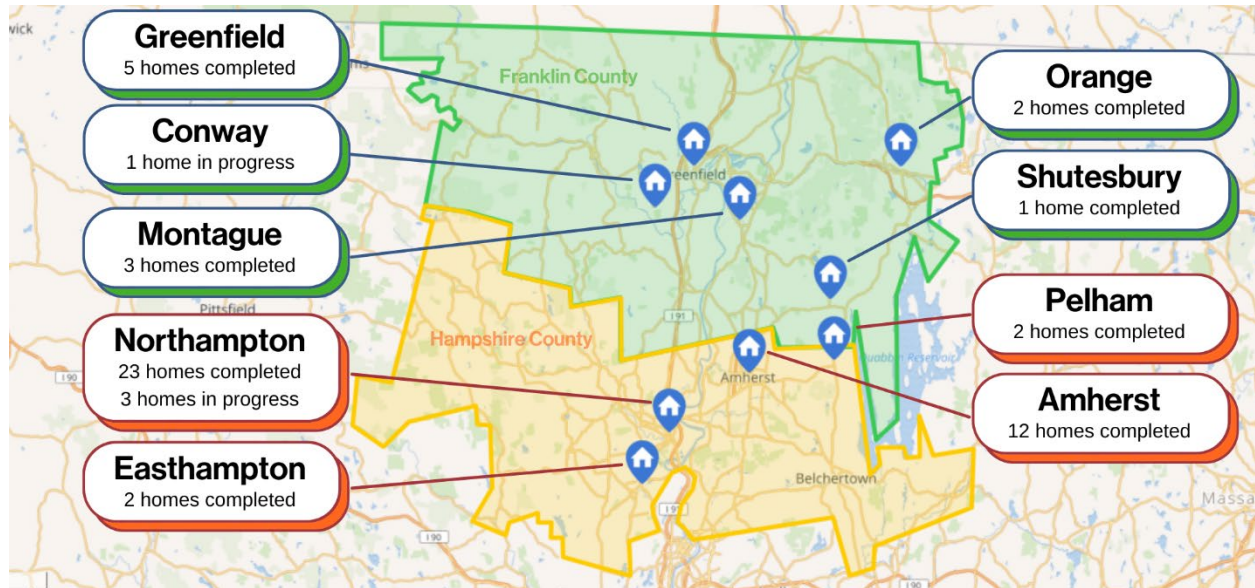
10. Previous experience of members of team, references and a list of previous projects

Pioneer Valley Habitat for Humanity is the developer and general contractor for the project. We have a successful track record of building on budget and completing projects within



Pioneer Valley Habitat for Humanity®

specified timeframes. We have more than 30 years of experience in construction and development of affordable homeownership opportunities in western Massachusetts. And have stewarded the construction and sale of 50 homes in Hampshire and Franklin Counties including two homes on small lots on L Street in Turners Falls, just around the corner from this site.



WHERE WE'VE BUILT

We are currently building:

- One single-family home on South Deerfield Road, Conway 2022-2023
- Three single-family homes on Burts Pit Road, Northampton 2021-2023

Since 1989, Pioneer Valley Habitat for Humanity has led the community effort to create:

- A duplex condo home on Pine Brook Curve, Northampton 1993
- A duplex condo home on Charles Lane, Amherst 1996
- A duplex condo home on Prospect St, Orange 1997
- A single family home on Cahillane Terrace, Northampton 1999
- A duplex condo home on Vernon and Forbes Ave, Northampton 2000
- A single family home on West Pomeroy Lane, Amherst 2001
- A duplex condo home on Ryan Road, Northampton 2002
- Two duplex condo homes on Montague City Road, Greenfield 2002-2006
- Three duplex condo homes on Westhampton Road, Northampton 2003-2007
- Two single family homes on L Street, Turners Falls 2006-2009
- Four single family homes on Stanley Street, Amherst 2007-2010



- A zero-lot-line two family home on Garfield Ave in Florence 2008-2011
- One single family home on Warner Street, Montague City 2010-2012
- A single-family home on Belchertown Road, Amherst 2012-2013
- Two single family homes on Garfield Ave in Florence 2011-2013
- One single family home on Garfield Ave, Florence 2013-2014
- Two zero-lot line homes on East St in Easthampton 2014-2016
- A duplex condo on East Pleasant St in Amherst 2015-2017
- A duplex on Community Land Trust land on N. Pleasant St, Amherst 2017-2018
- A single-family home on Smith St, Greenfield 2017-2018
- A single occupant home on Garfield Ave, Florence 2018-2019
- Three single-family homes on Glendale Rd, Northampton 2018-2020
- A single-family home on Glendale Road, Northampton 2020-2021
- A single-family home on West Pelham Road, Shutesbury 2020-2021
- Two single-family homes on Amherst Road, Pelham 2021-2022

References:

Wayne Feiden, recently retired director of Planning and Sustainability, city of Northampton

wayne@feiden.org

413-695-2748

We are happy to provide contact information for additional references from area towns/cities upon request.

Principals from Kuhn Riddle Architects (KRA), an Amherst-based woman-owned firm, have worked with us to draft schematics and elevations for the project.

Selected KRA Projects:

- Pioneer Habitat for Humanity Single Family Home, Conway, MA
- Pioneer Habitat for Humanity Single Family Home, Amherst, MA
- Hinckley Trace, Net-Zero Duplexes, Florence, MA
- Multifamily Condominium Townhouses and Apartments, Village Hill, Northampton, MA
- Cottage Square Affordable Housing, Mill Conversion, Easthampton MA
- Myers Farm Condominiums, Greenfield, MA
- Amherst College, 79 South Pleasant St., Amherst, MA
- Hampshire College, The Ken Burns Wing, Liebling Center, Amherst, MA
- Smith College Crew House Renovation, Northampton, MA
- University of Massachusetts, Furcolo Lecture Hall, Amherst, MA

11. Portfolio of recent projects by developer

MULTI-HOME DEVELOPMENTS

STANLEY STREET

In Amherst, Habitat completed a four-unit project on Stanley Street. This project involved the construction of four single family homes on a common drive. Habitat partnered with the town of Amherst through the Local Initiative Program, and all four units are listed on the state affordable housing inventory. This project demonstrated Habitat's ability to partner with pro-bono architects and experiment with modern designs that mimic classic New England styles.



GARFIELD AVE, FLORENCE

Habitat completed construction on a five-unit project off of Garfield Ave in Northampton that included 3 single family detached homes and 2 attached single family homes. This project was a subdivision requiring the installation of a few hundred feet of new roadway. Habitat demonstrated with the Garfield Ave project our ability to incorporate green building strategies and energy efficient construction in a compact site. We subsequently acquired another parcel of land adjacent to the Garfield Ave development, on which we constructed our first truly small – ~650sf – home. This zero net possible house was awarded the Best in Sustainability prize from Habitat International in 2020.



GLENDALE ROAD, NORTHAMPTON



A ceremony in September 2018 kicked off a project to build three zero net possible modular homes on a shared drive on Glendale Road on land donated by the city of Northampton. These homes were a pilot project funded through the Massachusetts Department of Energy Resources, and the home design came from VerMod, a modular construction company based in Vermont. Pioneer Valley Habitat's first

and only – to date – use of pre-fabricated homes provided a terrific learning experience, and something we shared through our *Big Enough* project educational materials, detailed on the PVHH website. When the first two of three homes were completed, the U.S. Department of Energy determined that Pioneer Valley Habitat was in a select group of top builders in the nation who had certified one or more homes that meet or exceed Zero Energy Ready Home guidelines for excellence in performance and energy efficiency. PVHH was selected as a 2020 ZeroEnergy Ready Home Housing Innovation Award Winner in the US DOE's Affordable category for this project.



12. Role of owner/developer/consultant

Pioneer Valley Habitat for Humanity will act as developer and contractor for planning and construction of the project. We will take ownership of the land and take full responsibility for the design, construction and sale of completed homes. After construction is complete we will sell each home with a deed restriction and release our ownership of the project. Along with the town and DHCD we will be listed on the deed restriction as a monitoring agent who will assist with the marketing and income verification for future sales of homes.

13. Disclosure of Beneficial Interest Form

See APPENDIX F



14. Certification of tax compliance

See APPENDIX F

15. Identification of entity who will carry out the marketing and lottery plan

The first buyers of these homes from Habitat will have an income less than 60% of the Area Median Income and the deed restriction will require future sales to buyers who earn less than 80% of the Area Median Income. Our emphasis on inclusion and transparency begins before the first walls are raised, with an affirmative fair housing marketing process to find potential buyers. We seek buyers with a housing need, a willingness to partner and an ability to pay an affordable mortgage. All eligible applicants are then put in a lottery (according to DHCD 40B lottery processes) to make the selection unbiased.

We will promote and encourage a diverse population to apply for this opportunity. Pioneer Valley Habitat maintains a notification list that currently contains over 700 names of individuals and organizations to whom we send alerts when we open family selection process for any home build. Other outreach includes publication of the opportunity to apply via our website, through local Chambers of Commerce and community-based organizations, with a press release to over 4 dozen local media outlets. We have begun to reach out to a list of 80 local faith congregations and communities of all denominations also to help spread the word.

APPENDIX A: Development Budgets (Plan A and Plan B)

APPENDIX B: Affordable housing deed rider

APPENDIX C: Preliminary site plan and elevations

APPENDIX D: Sample deed

APPENDIX E: Letter(s) of interest/reference from lender(s) or partners

bankESB

Kuhn Riddle Architects

Franklin County Regional Housing & Redevelopment Authority



APPENDIX F: Required Forms

Disclosure of Beneficial Interest Form (M.G.L.c.7,40J)

Certification of tax compliance (M.G.L.c.62C,49A)

Certificate of Non-Collusion

Certificate of Authority



APPENDIX A: Development Budget

Budget Plan A

Budget Plan B

PRELIMINARY DEVELOPMENT BUDGET

Applicant Name: Pioneer Valley Habitat for Humanity, Inc_
 Project Name/Location: "Great Falls First Street Project" Montague, MA_

CONSTRUCTION PERIOD USES OF FUNDING	Great Falls First Street, Unit 1, #BRs_3_	Great Falls First Street, Unit 2, #BRs_3_	Great Falls First Street, Unit 3, #BRs_3_	Great Falls First Street, Unit 4, #BRs_3_	Great Falls First Street, Unit 5, #BRs_3_	Great Falls First Street, Unit 6, #BRs_2_	TOTAL ALL RESTRICTED UNITS
Hard Costs							
Site Prep/Demolition	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000	\$ 24,000
Environmental Remediation	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 90,000
Construction	\$ 228,350	\$ 228,350	\$ 228,350	\$ 228,350	\$ 228,350	\$ 228,350	\$ 1,370,100
Construction Contingency 5%	\$ 11,418	\$ 11,418	\$ 11,418	\$ 11,418	\$ 11,418	\$ 11,418	\$ 68,505
Total Hard Costs	\$ 258,768	\$ 258,768	\$ 258,768	\$ 258,768	\$ 258,768	\$ 258,768	\$ 1,552,605
Soft Costs							
Acquisition (soft costs)	\$ 900	\$ 900	\$ 900	\$ 900	\$ 900	\$ 900	\$ 5,400
Architect/Engineer	\$ 9,000	\$ 9,000	\$ 9,000	\$ 9,000	\$ 9,000	\$ 9,000	\$ 54,000
Survey & Permits	\$ 4,680	\$ 4,680	\$ 4,680	\$ 4,680	\$ 4,680	\$ 4,680	\$ 28,080
Environmental	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 9,000
Legal	\$ 1,200	\$ 1,200	\$ 1,200	\$ 1,200	\$ 1,200	\$ 1,200	\$ 7,200
Title & Recording	\$ 3,325	\$ 3,325	\$ 3,325	\$ 3,325	\$ 3,325	\$ 3,325	\$ 19,950
Appraisal	\$ 800	\$ 800	\$ 800	\$ 800	\$ 800	\$ 800	\$ 4,800
Marketing	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 3,000
Other: additional closing costs	\$ 870	\$ 870	\$ 870	\$ 870	\$ 870	\$ 870	\$ 5,220
Other: Construction Consultant	\$ 3,600	\$ 3,600	\$ 3,600	\$ 3,600	\$ 3,600	\$ 3,600	\$ 21,600
Other: Reoccurring site expenses	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 30,000
Soft Cost Contingency	\$ 750	\$ 750	\$ 750	\$ 750	\$ 750	\$ 750	\$ 4,500
Total Soft Costs	\$ 32,125	\$ 32,125	\$ 32,125	\$ 32,125	\$ 32,125	\$ 32,125	\$ 192,750
Overhead & Dev Fee*	\$ 43,500	\$ 43,500	\$ 43,500	\$ 43,500	\$ 43,500	\$ 43,500	\$ 261,000
TOTAL: ALL USES	\$ 334,393	\$ 334,393	\$ 334,393	\$ 334,393	\$ 334,393	\$ 334,393	\$ 2,006,355

SOURCES OF FUNDING	Great Falls First Street, Unit 1, #BRs_3_	Great Falls First Street, Unit 2, #BRs_3_	Great Falls First Street, Unit 3, #BRs_3_	Great Falls First Street, Unit 4, #BRs_3_	Great Falls First Street, Unit 5, #BRs_3_	Great Falls First Street, Unit 6, #BRs_2_	TOTAL ALL RESTRICTED UNITS
MassSave or other rebates	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000	\$ 24,000
Mass Housing NSP Grant	\$ 205,393	\$ 205,393	\$ 205,393	\$ 205,393	\$ 205,393	\$ 205,393	\$ 1,232,355
Homebuyer Mortgage	\$ 124,000	\$ 124,000	\$ 124,000	\$ 124,000	\$ 124,000	\$ 124,000	\$ 744,000
Homebuyer down payment	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 6,000
Total	\$ 334,393	\$ 334,393	\$ 334,393	\$ 334,393	\$ 334,393	\$ 334,393	\$ 2,006,355

PRELIMINARY DEVELOPMENT BUDGET

Applicant Name: _Pioneer Valley Habitat for Humanity, Inc_
 Project Name/Location: _"Great Falls First Street Project" Montague, MA_

CONSTRUCTION PERIOD USES OF FUNDING	Great Falls First Street, Unit 1, #BRs_3_	Great Falls First Street, Unit 2, #BRs_3_	Great Falls First Street, Unit 3, #BRs_3_	Great Falls First Street, Unit 4, #BRs_3_	Great Falls First Street, Unit 5, #BRs_3_	Great Falls First Street, Unit 6, #BRs_2_	TOTAL ALL RESTRICTED UNITS
Hard Costs							
Site Prep/Demolition	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000	\$ 24,000
Environmental Remediation	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 90,000
Construction	\$ 228,350	\$ 228,350	\$ 228,350	\$ 228,350	\$ 228,350	\$ 228,350	\$ 1,370,100
Construction Contingency 5%	\$ 11,418	\$ 11,418	\$ 11,418	\$ 11,418	\$ 11,418	\$ 11,418	\$ 68,505
Total Hard Costs	\$ 258,768	\$ 258,768	\$ 258,768	\$ 258,768	\$ 258,768	\$ 258,768	\$ 1,552,605
Soft Costs							
Acquisition (soft costs)	\$ 900	\$ 900	\$ 900	\$ 900	\$ 900	\$ 900	\$ 5,400
Architect/Engineer	\$ 9,000	\$ 9,000	\$ 9,000	\$ 9,000	\$ 9,000	\$ 9,000	\$ 54,000
Survey & Permits	\$ 4,680	\$ 4,680	\$ 4,680	\$ 4,680	\$ 4,680	\$ 4,680	\$ 28,080
Environmental	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 9,000
Legal	\$ 1,200	\$ 1,200	\$ 1,200	\$ 1,200	\$ 1,200	\$ 1,200	\$ 7,200
Title & Recording	\$ 3,325	\$ 3,325	\$ 3,325	\$ 3,325	\$ 3,325	\$ 3,325	\$ 19,950
Appraisal	\$ 800	\$ 800	\$ 800	\$ 800	\$ 800	\$ 800	\$ 4,800
Marketing	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 3,000
Other: additional closing costs	\$ 870	\$ 870	\$ 870	\$ 870	\$ 870	\$ 870	\$ 5,220
Other: Construction Consultant	\$ 3,600	\$ 3,600	\$ 3,600	\$ 3,600	\$ 3,600	\$ 3,600	\$ 21,600
Other: Reoccurring site expenses	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 30,000
Soft Cost Contingency	\$ 750	\$ 750	\$ 750	\$ 750	\$ 750	\$ 750	\$ 4,500
Total Soft Costs	\$ 32,125	\$ 32,125	\$ 32,125	\$ 32,125	\$ 32,125	\$ 32,125	\$ 192,750
Overhead & Dev Fee*	\$ 43,500	\$ 43,500	\$ 43,500	\$ 43,500	\$ 43,500	\$ 43,500	\$ 261,000
TOTAL: ALL USES	\$ 334,393	\$ 334,393	\$ 334,393	\$ 334,393	\$ 334,393	\$ 334,393	\$ 2,006,355

SOURCES OF FUNDING	Great Falls First Street, Unit 1, #BRs_3_	Great Falls First Street, Unit 2, #BRs_3_	Great Falls First Street, Unit 3, #BRs_3_	Great Falls First Street, Unit 4, #BRs_3_	Great Falls First Street, Unit 5, #BRs_3_	Great Falls First Street, Unit 6, #BRs_2_	TOTAL ALL RESTRICTED UNITS
MassSave or other rebates	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000	\$ 24,000
Mass Housing NSP Grant	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
FHLBB AHP PROGRAM	\$ 38,000	\$ 38,000	\$ 38,000	\$ 38,000	\$ 38,000	\$ 38,000	\$ 228,000
PVHH Community Fundraising	\$ 167,393	\$ 167,393	\$ 167,393	\$ 167,393	\$ 167,393	\$ 167,393	\$ 1,004,355
Homebuyer Mortgage	\$ 124,000	\$ 124,000	\$ 124,000	\$ 124,000	\$ 124,000	\$ 124,000	\$ 744,000
Homebuyer down payment	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 6,000
Total	\$ 334,393	\$ 334,393	\$ 334,393	\$ 334,393	\$ 334,393	\$ 334,393	\$ 2,006,355



Appendix B:

Affordable housing deed rider

LOCAL INITIATIVE PROGRAM
AFFORDABLE HOUSING DEED RIDER

*For Projects in Which
Affordability Restrictions Survive Foreclosure*

This LOCAL INITIATIVE PROGRAM AFFORDABLE HOUSING DEED RIDER is made part of that certain deed (the "Deed") of certain property (the "Property") from _____ ("Grantor") to _____ ("Owner") dated _____, 20___. The Property is located in the City/Town of _____ (the "Municipality").

RECITALS

WHEREAS, the Grantor is conveying that certain real property more particularly described in the Deed to the Owner at a consideration which is at or less than the fair market value of the Property; and

WHEREAS, the Property is part of a project which was: [check all that are applicable]

- (i) granted a Comprehensive Permit under Massachusetts General Laws Chapter 40B, Sections 20-23, from the Board of Appeals of the Municipality or the Housing Appeals Committee dated _____ and recorded/filed with the _____ Registry of Deeds/Registry District of Land Court (the "Registry") in Book _____, Page _____/Document No. _____ (the "Comprehensive Permit");
- (ii) subject to a Regulatory Agreement among _____ (the "Developer"), [] Massachusetts Housing Finance Agency ("MassHousing"), [X] the Massachusetts Department of Housing and Community Development ("DHCD"), and [X] the Municipality; dated _____ and recorded with the Registry in Book _____, Page _____ (the "Regulatory Agreement");
- (iii) subsidized by the federal or state government under the Local Initiative Program, a program to assist construction of low or moderate income housing (the "Program"); and

WHEREAS, pursuant to the Program, eligible purchasers such as the Owner are given the opportunity to purchase residential property at or less than its fair market value if the purchaser agrees to certain use and transfer restrictions, including an agreement to occupy the property as a principal residence and to convey the property for an amount not greater than a maximum resale price, all as more fully provided herein; and

WHEREAS, DHCD and the City/Town of _____ (singly, or if more than one entity is listed, collectively, the "Monitoring Agent") is obligated by the Program or has been retained to

monitor compliance with and to enforce the terms of this Deed Rider, and eligible purchasers such as the Owner may be required to pay to the Monitoring Agent, or its successor, a small percentage of the resale price upon the Owner's conveyance of the Property, as set out in the Regulatory Agreement and as more fully provided herein; and

WHEREAS, the rights and restrictions granted herein to the Monitoring Agent and the Municipality serve the public's interest in the creation and retention of affordable housing for persons and households of low and moderate income and in the restricting of the resale price of property in order to assure its affordability by future low and moderate income purchasers.

NOW, THEREFORE, as further consideration for the conveyance of the Property at or less than fair market value, the Grantor and the Owner, including his/her/their heirs, successors and assigns, hereby agree that the Property shall be subject to the following rights and restrictions which are imposed for the benefit of, and shall be enforceable by, the Municipality and the Monitoring Agent, and, if DHCD is a party to the Regulatory Agreement and is not the Monitoring Agent, by DHCD.

1. Definitions. In this Deed Rider, in addition to the terms defined above, the following words and phrases shall have the following meanings:

Affordable Housing Fund means a fund established by the Municipality for the purpose of reducing the cost of housing for Eligible Purchasers or for the purpose of encouraging, creating, or subsidizing the construction or rehabilitation of housing for Eligible Purchasers or, if no such fund exists, a fund established by the Municipality pursuant to Massachusetts General Laws Chapter 44 Section 53A, et seq.

Applicable Foreclosure Price shall have the meaning set forth in Section 7(b) hereof.

Appropriate Size Household means a household containing a number of members equal to the number of bedrooms in the Property plus one.

Approved Capital Improvements means the documented commercially reasonable cost of extraordinary capital improvements made to the Property by the Owner; provided that the Monitoring Agent shall have given written authorization for incurring such cost prior to the cost being incurred and that the original cost of such improvements shall be discounted over the course of their useful life.

Area means the Primary Metropolitan Statistical Area or non-metropolitan area that includes the Municipality, as determined by HUD, which in this case is the _____ MSA/HMFA.

Area Median Income means the most recently published median income for the Area adjusted for household size as determined by HUD. If HUD discontinues publication of Area Median Income, the income statistics used by MassHousing for its low and moderate income housing programs shall apply.

Base Income Number means the Area Median Income for a four (4)-person household. Currently, the AMI for the _____ MSA/HMFA is \$_____.

Chief Executive Officer shall mean the Mayor in a city or the Board of Selectmen in a town unless some other municipal office is designated to be the chief executive officer under the provisions of a local charter.

Closing shall have the meaning set forth in Section 5(b) hereof.

Compliance Certificate shall have the meaning set forth in Section 6(a) hereof.

Conveyance Notice shall have the meaning set forth in Section 4(a) hereof.

Eligible Purchaser means an individual or household earning no more than eighty percent (80%) of Area Median Income (or, if checked [] _____ percent (___%) of Area Median Income, as required by the Program) and owning assets not in excess of the limit set forth in the Program Guidelines. To be considered an Eligible Purchaser, the individual or household must intend to occupy and thereafter must occupy the Property as his, her or their principal residence and must provide to the Monitoring Agent such certifications as to income, assets and residency as the Monitoring Agent may require to determine eligibility as an Eligible Purchaser. An Eligible Purchaser shall be a First-Time Homebuyer if required by the Program and as specified in the Regulatory Agreement.

First-Time Homebuyer means an individual or household, of which no household member has had an ownership interest in a principal residence at any time during the three (3)-year period prior to the date of qualification as an Eligible Purchaser, except that (i) any individual who is a displaced homemaker (as may be defined by DHCD) (ii) and any individual age 55 or over (applying for age 55 or over housing) shall not be excluded from consideration as a First-Time Homebuyer under this definition on the basis that the individual, owned a home or had an ownership interest in a principal residence at any time during the three (3)-year period.

Foreclosure Notice shall have the meaning set forth in Section 7(a) hereof.

HUD means the United States Department of Housing and Urban Development.

Ineligible Purchaser means an individual or household not meeting the requirements to be eligible as an Eligible Purchaser.

Maximum Resale Price means the sum of (i) the Base Income Number (at the time of resale) multiplied by the Resale Price Multiplier, plus (ii) the Resale Fee and any necessary marketing expenses (including broker's fees) as may have been approved by the Monitoring Agent, plus (iii) Approved Capital Improvements, if any (the original cost of which shall have been discounted over time, as calculated by the Monitoring Agent); provided that in no event shall the Maximum Resale Price be greater than the purchase price for which a credit-worthy Eligible Purchaser earning seventy percent (70%) of the Area Median Income (or, if checked [] _____ percent (___%) of Area Median Income, as required by the Program) of Area Median Income, as

required by the Program) for an Appropriate Size Household could obtain mortgage financing (as such purchase price is determined by the Monitoring Agent using the same methodology then used by DHCD for its Local Initiative Program or similar comprehensive permit program); and further provided that the Maximum Resale Price shall not be less than the purchase price paid for the Property by the Owner unless the Owner agrees to accept a lesser price.

Monitoring Services Agreement means any Monitoring Services Agreement for monitoring and enforcement of this Deed Rider among some or all of the Developer, the Monitoring Agent, the Municipality, MassHousing and DHCD.

Mortgage Satisfaction Amount shall have the meaning set forth in Section 7(b) hereof.

Mortgagee shall have the meaning set forth in Section 7(a) hereof.

Program Guidelines means the regulations and/or guidelines issued for the applicable Program and controlling its operations, as amended from time to time.

Resale Fee means a fee of **Two Percent (2%)** of the Base Income Number (at the time of resale) multiplied by the Resale Price Multiplier, to be paid to the Monitoring Agent as compensation for monitoring and enforcing compliance with the terms of this Deed Rider, including the supervision of the resale process.

Resale Price Certificate means the certificate issued as may be specified in the Regulatory Agreement and recorded with the first deed of the Property from the Developer, or the subsequent certificate (if any) issued as may be specified in the Regulatory Agreement, which sets forth the Resale Price Multiplier to be applied on the Owner's sale of the Property, as provided herein, for so long as the restrictions set forth herein continue. In the absence of contrary specification in the Regulatory Agreement the Monitoring Agent shall issue the certificate.

Resale Price Multiplier means the number calculated by dividing the Property's initial sale price by the Base Income Number at the time of the initial sale from the Developer to the first Eligible Purchaser. The Resale Price Multiplier will be multiplied by the Base Income Number at the time of the Owner's resale of the Property to determine the Maximum Resale Price on such conveyance subject to adjustment for the Resale Fee, marketing expenses and Approved Capital Improvements. In the event that the purchase price paid for the Property by the Owner includes such an adjustment a new Resale Price Multiplier will be recalculated by the Monitoring Agent by dividing the purchase price so paid by the Base Income Number at the time of such purchase, and a new Resale Price Certificate will be issued and recorded reflecting the new Resale Price Multiplier. A Resale Price Multiplier of _____ is hereby assigned to the Property.

Term means in perpetuity, unless earlier terminated by (i) the termination of the term of affordability set forth in the Regulatory Agreement or Comprehensive Permit, whichever is longer; or (ii) the recording of a Compliance Certificate and a new Deed Rider executed by the purchaser in form and substance substantially identical to this Deed Rider establishing a new term.

2. Owner-Occupancy/Principal Residence. The Property shall be occupied and used by the Owner's household exclusively as his, her or their principal residence. Any use of the Property or activity thereon which is inconsistent with such exclusive residential use is expressly prohibited.

3. Restrictions Against Leasing, Refinancing and Junior Encumbrances. The Property shall not be leased, rented, refinanced, encumbered (voluntarily or otherwise) or mortgaged without the prior written consent of the Monitoring Agent; provided that this provision shall not apply to a first mortgage granted on the date hereof in connection with this conveyance from Grantor to Owner securing indebtedness not greater than one hundred percent (100%) of the purchase price. Any rents, profits, or proceeds from any transaction described in the preceding sentence which transaction has not received the requisite written consent of the Monitoring Agent shall be paid upon demand by Owner to the Municipality for deposit to its Affordable Housing Fund. The Monitoring Agent or Municipality may institute proceedings to recover such rents, profits or proceeds, and costs of collection, including attorneys' fees. Upon recovery, after payment of costs, the balance shall be paid to the Municipality for deposit to its Affordable Housing Fund. In the event that the Monitoring Agent consents for good cause to any such lease, refinancing, encumbrance or mortgage, it shall be a condition to such consent that all rents, profits or proceeds from such transaction, which exceed the actual carrying costs of the Property as determined by the Monitoring Agent, shall be paid to the Municipality for deposit to its Affordable Housing Fund.

4. Options to Purchase.

(a) When the Owner or any successor in title to the Owner shall desire to sell, dispose of or otherwise convey the Property, or any portion thereof, the Owner shall notify the Monitoring Agent and the Municipality in writing of the Owner's intention to so convey the Property (the "Conveyance Notice"). Upon receipt of the Conveyance Notice, the Monitoring Agent shall (i) calculate the Maximum Resale Price which the Owner may receive on the sale of the Property based upon the Base Income Number in effect as of the date of the Conveyance Notice and the Resale Price Multiplier set forth in the most recently recorded Resale Price Certificate together with permissible adjustments for the Resale Fee, marketing expenses and Approved Capital Improvements (as discounted), and (ii) promptly begin marketing efforts. The Owner shall fully cooperate with the Monitoring Agent's efforts to locate an Eligible Purchaser and, if so requested by the Monitoring Agent, shall hire a broker selected by the Monitoring Agent to assist in locating an Eligible Purchaser ready, willing and able to purchase the Property at the Maximum Resale Price after entering a purchase and sale agreement. Pursuant to such agreement, sale to the Eligible Purchaser at the Maximum Resale Price shall occur within ninety (90) days after the Monitoring Agent receives the Conveyance Notice or such further time as reasonably requested to arrange for details of closing. If the Owner fails to cooperate in such resale efforts, including a failure to agree to reasonable terms in the purchase and sale agreement, the Monitoring Agent may extend the 90-day period for a period commensurate with the time the lack of cooperation continues, as determined by the Monitoring Agent in its reasonable discretion. In such event, the Monitoring Agent shall give Owner written notice of the lack of cooperation and the length of the extension added to the 90-day period.

(b) The Monitoring Agent shall ensure that diligent marketing efforts are made to locate an Eligible Purchaser ready, willing and able to purchase the Property at the Maximum Resale Price within the time period provided in subsection (a) above and to enter the requisite purchase and sale agreement. If more than one Eligible Purchaser is located, the Monitoring Agent shall conduct a lottery or other like procedure to determine which Eligible Purchaser shall be entitled to enter a purchase and sale agreement with Owner and to purchase the Property. Preference shall be given to Appropriate Size Households. The procedure for marketing and selecting an Eligible Purchaser shall be approved as provided in the Regulatory Agreement and any applicable Program Guidelines. If an Eligible Purchaser is located within ninety (90) days after receipt of the Conveyance Notice, but such Eligible Purchaser proves unable to secure mortgage financing so as to be able to complete the purchase of the Property pursuant to the purchase and sale agreement, following written notice to Owner within the 90-day period the Monitoring Agent shall have an additional sixty (60) days to locate another Eligible Purchaser who will enter a purchase and sale agreement and purchase the Property by the end of such sixty (60)-day period or such further time as reasonably requested to carry out the purchase and sale agreement.

(c) In lieu of sale to an Eligible Purchaser, the Monitoring Agent or the Municipality or designee shall also have the right to purchase the Property at the Maximum Resale Price, in which event the purchase and sale agreement shall be entered, and the purchase shall occur within ninety (90) days after receipt of the Conveyance Notice or, within the additional sixty (60)-day period specified in subsection (b) above, or such further time as reasonably requested to carry out the purchase and sale agreement. Any lack of cooperation by Owner in measures reasonably necessary to effect the sale shall extend the 90-day period by the length of the delay caused by such lack of cooperation. The Monitoring Agent shall promptly give Owner written notice of the lack of cooperation and the length of the extension added to the 90-day period. In the event of such a sale to the Monitoring Agent or Municipality or designee, the Property shall remain subject to this Deed Rider and shall thereafter be sold or rented to an Eligible Purchaser as may be more particularly set forth in the Regulatory Agreement.

(d) If an Eligible Purchaser fails to purchase the Property within the 90-day period (or such further time determined as provided herein) after receipt of the Conveyance Notice, and the Monitoring Agent or Municipality or designee does not purchase the Property during said period, then the Owner may convey the Property to an Ineligible Purchaser no earlier than thirty (30) days after the end of said period at the Maximum Resale Price, but subject to all rights and restrictions contained herein; provided that the Property shall be conveyed subject to a Deed Rider identical in form and substance to this Deed Rider which the Owner agrees to execute, to secure execution by the Ineligible Purchaser and to record with the Deed; and further provided that, if more than one Ineligible Purchaser is ready, willing and able to purchase the Property the Owner will give preference and enter a purchase and sale agreement with any individuals or households identified by the Monitoring Agent as an Appropriate Size Household earning more than eighty percent (80%) but less than one hundred twenty percent (120%) of the Area Median Income.

(e) The priority for exercising the options to purchase contained in this Section 4 shall be as follows: (i) an Eligible Purchaser located and selected by the Monitoring

Agent, as provided in subsection (b) above, (ii) the Municipality or its designee, as provided in subsection (c) above, and (iii) an Ineligible Purchaser, as provided in subsection (d) above.

(f) Nothing in this Deed Rider or the Regulatory Agreement constitutes a promise, commitment or guarantee by DHCD, MassHousing, the Municipality or the Monitoring Agent that upon resale the Owner shall actually receive the Maximum Resale Price for the Property or any other price for the Property.

(g) The holder of a mortgage on the Property is not obligated to forbear from exercising the rights and remedies under its mortgage, at law or in equity, after delivery of the Conveyance Notice.

5. Delivery of Deed.

(a) In connection with any conveyance pursuant to an option to purchase as set forth in Section 4 above, the Property shall be conveyed by the Owner to the selected purchaser by a good and sufficient quitclaim deed conveying a good and clear record and marketable title to the Property free from all encumbrances except (i) such taxes for the then current year as are not due and payable on the date of delivery of the deed, (ii) any lien for municipal betterments assessed after the date of the Conveyance Notice, (iii) provisions of local building and zoning laws, (iv) all easements, restrictions, covenants and agreements of record specified in the deed from the Owner to the selected purchaser, (v) such additional easements, restrictions, covenants and agreements of record as the selected purchaser consents to, such consent not to be unreasonably withheld or delayed, (vi) the Regulatory Agreement, and (vii), except as otherwise provided in the Compliance Certificate, a Deed Rider identical in form and substance to this Deed Rider which the Owner hereby agrees to execute, to secure execution by the selected purchaser, and to record with the deed. **Said deed shall clearly state that it is made subject to the Deed Rider which is made part of the deed.** Failure to comply with the preceding sentence shall not affect the validity of the conveyance from the Owner to the selected purchaser or the enforceability of the restrictions herein.

(b) Said deed, including the approved Deed Rider, shall be delivered and the purchase price paid (the "Closing") at the Registry, or at the option of the selected purchaser, exercised by written notice to the Owner at least five (5) days prior to the delivery of the deed, at such other place as the selected purchaser may designate in said notice. The Closing shall occur at such time and on such date as shall be specified in a written notice from the selected purchaser to the Owner, which date shall be at least five (5) days after the date on which such notice is given, and no later than the end of the time period specified in Section 4(a) above.

(c) To enable Owner to make conveyance as herein provided, Owner may, if Owner so desires at the time of delivery of the deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, all instruments with respect thereto to be recorded simultaneously with the delivery of said deed. Nothing contained herein as to the Owner's obligation to remove defects in title or to make conveyance or to deliver possession of the Property in accordance with the terms hereof, as to use of proceeds to clear title or as to the

election of the selected purchaser to take title, nor anything else in this Deed Rider shall be deemed to waive, impair or otherwise affect the priority of the rights herein over matters appearing of record, or occurring, at any time after the recording of this Deed Rider, all such matters so appearing or occurring being subject and subordinate in all events to the rights herein.

(d) Water and sewer charges and taxes for the then current tax period shall be apportioned and fuel value shall be adjusted as of the date of Closing and the net amount thereof shall be added to or deducted from, as the case may be, the purchase price payable by the selected purchaser.

(e) Full possession of the Property free from all occupants is to be delivered at the time of the Closing, the Property to be then in the same condition as it is in on the date of the execution of the purchase and sale agreement, reasonable wear and tear only excepted.

(f) If Owner shall be unable to give title or to make conveyance as above required, or if any change of condition in the Property not included in the above exception shall occur, then Owner shall be given a reasonable time not to exceed thirty (30) days after the date on which the Closing was to have occurred in which to remove any defect in title or to restore the Property to the condition herein required. The Owner shall use best efforts to remove any such defects in the title, whether voluntary or involuntary, and to restore the Property to the extent permitted by insurance proceeds or condemnation award. The Closing shall occur fifteen (15) days after notice by Owner that such defect has been cured or that the Property has been so restored. The selected purchaser shall have the election, at either the original or any extended time for performance, to accept such title as the Owner can deliver to the Property in its then condition and to pay therefor the purchase price without deduction, in which case the Owner shall convey such title, except that in the event of such conveyance in accordance with the provisions of this clause, if the Property shall have been damaged by fire or casualty insured against or if a portion of the Property shall have been taken by a public authority, then the Owner shall, unless the Owner has previously restored the Property to its former condition, either:

- (A) pay over or assign to the selected purchaser, on delivery of the deed, all amounts recovered or recoverable on account of such insurance or condemnation award less any amounts reasonably expended by the Owner for any partial restoration, or
- (B) if a holder of a mortgage on the Property shall not permit the insurance proceeds or the condemnation award or part thereof to be used to restore the Property to its former condition or to be so paid over or assigned, give to the selected purchaser a credit against the purchase price, on delivery of the deed, equal to said amounts so retained by the holder of the said mortgage less any amounts reasonably expended by the Owner for any partial restoration.

6. Resale and Transfer Restrictions.

(a) Except as otherwise provided herein, the Property or any interest therein shall not at any time be sold by the Owner, or the Owner's successors and assigns, and no attempted sale shall be valid, unless the aggregate value of all consideration and payments of every kind given or paid by the selected purchaser of the Property for and in connection with the transfer of such Property, is equal to or less than the Maximum Resale Price for the Property, and unless a certificate (the "Compliance Certificate") is obtained and recorded, signed and acknowledged by the Monitoring Agent which Compliance Certificate refers to the Property, the Owner, the selected purchaser thereof, and the Maximum Resale Price therefor, and states that the proposed conveyance, sale or transfer of the Property to the selected purchaser is in compliance with the rights, restrictions, covenants and agreements contained in this Deed Rider, and unless there is also recorded a new Deed Rider executed by the selected purchaser, which new Deed Rider is identical in form and substance to this Deed Rider.

(b) The Owner, any good faith purchaser of the Property, any lender or other party taking a security interest in such Property and any other third party may rely upon a Compliance Certificate as conclusive evidence that the proposed conveyance, sale or transfer of the Property to the selected purchaser is in compliance with the rights, restrictions, covenants and agreements contained in this Deed Rider, and may record such Compliance Certificate in connection with the conveyance of the Property.

(c) Within ten (10) days of the closing of the conveyance of the Property from the Owner to the selected purchaser, the Owner shall deliver to the Monitoring Agent a copy of the Deed of the Property, including the deed rider, together with recording information. Failure of the Owner, or Owner's successors or assigns to comply with the preceding sentence shall not affect the validity of such conveyance or the enforceability of the restrictions herein.

7. Survival of Restrictions Upon Exercise of Remedies by Mortgagees.

(a) The holder of record of any mortgage on the Property (each, a "Mortgagee") shall notify the Monitoring Agent, the Municipality and any senior Mortgagee(s) in the event of any default for which the Mortgagee intends to commence foreclosure proceedings or similar remedial action pursuant to its mortgage (the "Foreclosure Notice"), which notice shall be sent to the Monitoring Agent and the Municipality as set forth in this Deed Rider, and to the senior Mortgagee(s) as set forth in such senior Mortgagee's mortgage, not less than one hundred twenty (120) days prior to the foreclosure sale or the acceptance of a deed in lieu of foreclosure. The Owner expressly agrees to the delivery of the Foreclosure Notice and any other communications and disclosures made by the Mortgagee pursuant to this Deed Rider.

(b) The Owner grants to the Municipality or its designee the right and option to purchase the Property upon receipt by the Municipality of the Foreclosure Notice. In the event that the Municipality intends to exercise its option, the Municipality or its designee shall purchase the Property within one hundred twenty (120) days of receipt of such notice, at a price equal to the greater of (i) the sum of the outstanding principal balance of the note secured by such foreclosing

Mortgagee's mortgage, together with the outstanding principal balance(s) of any note(s) secured by mortgage(s) senior in priority to such mortgage (but in no event shall the aggregate amount thereof be greater than one hundred percent (100%) of the Maximum Resale Price calculated at the time of the granting of the mortgage) plus all future advances, accrued interest and all reasonable costs and expenses which the foreclosing Mortgagee and any senior Mortgagee(s) are entitled to recover pursuant to the terms of such mortgages (the "Mortgage Satisfaction Amount"), and (ii) the Maximum Resale Price (which for this purpose may be less than the purchase price paid for the Property by the Owner) (the greater of (i) and (ii) above herein referred to as the "Applicable Foreclosure Price"). The Property shall be sold and conveyed in its then-current "as is, where is" condition, without representation or warranty of any kind, direct or indirect, express or implied, and with the benefit of and subject to all rights, rights of way, restrictions, easements, covenants, liens, improvements, housing code violations, public assessments, any and all unpaid federal or state taxes (subject to any rights of redemption for unpaid federal taxes), municipal liens and any other encumbrances of record then in force and applicable to the Property having priority over such foreclosing Mortgagee's mortgage, and further subject to a Deed Rider identical in form and substance to this Deed Rider which the Owner hereby agrees to execute, to secure execution by the Municipality or its designee, and to record with the deed, except that (i) during the term of ownership of the Property by the Municipality or its designee the owner-occupancy requirements of Section 2 hereof shall not apply (unless the designee is an Eligible Purchaser), and (ii) the Maximum Resale Price shall be recalculated based on the price paid for the Property by the Municipality or its designee, but not greater than the Applicable Foreclosure Price. **Said deed shall clearly state that it is made subject to the Deed Rider which is made part of the deed.** Failure to comply with the preceding sentence shall not affect the validity of the conveyance from the Owner to the Municipality or its designee or the enforceability of the restrictions herein.

(c) Not earlier than one hundred twenty (120) days following the delivery of the Foreclosure Notice to the Monitoring Agent, the Municipality and any senior Mortgagee(s) pursuant to subsection (a) above, the foreclosing Mortgagee may conduct the foreclosure sale or accept a deed in lieu of foreclosure. The Property shall be sold and conveyed in its then-current "as is, where is" condition, without representation or warranty of any kind, direct or indirect, express or implied, and with the benefit of and subject to all rights, rights of way, restrictions, easements, covenants, liens, improvements, housing code violations, public assessments, any and all unpaid federal or state taxes (subject to any rights of redemption for unpaid federal taxes), municipal liens and any other encumbrances of record then in force and applicable to the Property having priority over the foreclosing Mortgagee's mortgage, and further subject to a Deed Rider, as set forth below.

(d) In the event that the foreclosing Mortgagee conducts a foreclosure sale or other proceeding enforcing its rights under its mortgage and the Property is sold for a price in excess of the greater of the Maximum Resale Price and the Mortgage Satisfaction Amount, such excess shall be paid to the Municipality for its Affordable Housing Fund after (i) a final judicial determination, or (ii) a written agreement of all parties who, as of such date hold (or have been duly authorized to act for other parties who hold) a record interest in the Property, that the Municipality is entitled to such excess. The legal costs of obtaining any such judicial

determination or agreement shall be deducted from the excess prior to payment to the Municipality. To the extent that the Owner possesses any interest in any amount which would otherwise be payable to the Municipality under this paragraph, to the fullest extent permissible by law, the Owner hereby assigns its interest in such amount to the Mortgagee for payment to the Municipality.

(e) If any Mortgagee shall acquire the Property by reason of foreclosure or upon conveyance of the Property in lieu of foreclosure, which shall include the Federal National Mortgage Association (“Fannie Mae”) when it is assignee of the Mortgagee’s rights after such foreclosure or conveyance, then the rights and restrictions contained herein shall apply to such Mortgagee upon such acquisition of the Property and to any purchaser of the Property from such Mortgagee, and the Property shall be conveyed subject to a Deed Rider identical in form and substance to this Deed Rider, which the Mortgagee that has so acquired the Property agrees to annex to the deed and to record with the deed, except that (i) during the term of ownership of the Property by such Mortgagee the owner-occupancy requirements of Section 2 hereof shall not apply, (ii) the title covenants required under Section 5 shall not apply only as to a subsequent REO conveyance by Fannie Mae, and (iii) the Maximum Resale Price shall be recalculated based on the price paid for the Property by such Mortgagee at the foreclosure sale, but not greater than the Applicable Foreclosure Price. **Said deed shall clearly state that it is made subject to the Deed Rider which is made part of the deed.** Failure to comply with the preceding sentence shall not affect the validity of the conveyance to the Mortgagee or the enforceability of the restrictions herein.

(f) If any party other than a Mortgagee shall acquire the Property by reason of foreclosure or upon conveyance of the Property in lieu of foreclosure, the Property shall be conveyed subject to a Deed Rider identical in form and substance to this Deed Rider, which the foreclosing Mortgagee agrees to annex to the deed and to record with the deed, except that (i) if the purchaser at such foreclosure sale or assignee of a deed in lieu of foreclosure is an Ineligible Purchaser, then during the term of ownership of the Property by such Ineligible Purchaser, the owner-occupancy requirements of Section 2 hereof shall not apply, and (ii) the Maximum Resale Price shall be recalculated based on the price paid for the Property by such third party purchaser at the foreclosure sale, but not greater than the Applicable Foreclosure Price. **Said deed shall clearly state that it is made subject to the Deed Rider which is made part of the deed.** Failure to comply with the preceding sentence shall not affect the validity of the conveyance to such third party purchaser or the enforceability of the restrictions herein.

(g) Upon satisfaction of the requirements contained in this Section 7, the Monitoring Agent shall issue a Compliance Certificate to the foreclosing Mortgagee which, upon recording in the Registry, may be relied upon as provided in Section 6(b) hereof as conclusive evidence that the conveyance of the Property pursuant to this Section 7 is in compliance with the rights, restrictions, covenants and agreements contained in this Deed Rider.

(h) The Owner understands and agrees that nothing in this Deed Rider or the Regulatory Agreement (i) in any way constitutes a promise or guarantee by MassHousing, DHCD, the Municipality or the Monitoring Agent that the Mortgagee shall actually receive the Mortgage

Satisfaction Amount, the Maximum Resale Price for the Property or any other price for the Property, or (ii) impairs the rights and remedies of the Mortgagee in the event of a deficiency.

(i) If a Foreclosure Notice is delivered after the delivery of a Conveyance Notice as provided in Section 4(a) hereof, the procedures set forth in this Section 7 shall supersede the provisions of Section 4 hereof.

8. Covenants to Run With the Property.

(a) This Deed Rider, including all restrictions, rights and covenants contained herein, is an affordable housing restriction as that term is defined in Section 31 of Chapter 184 of the Massachusetts General Laws, having the benefit of Section 32 of such Chapter 184, and is enforceable as such. This Deed Rider has been approved by the Undersecretary of DHCD.

(b) In confirmation thereof the Grantor and the Owner intend, declare and covenant (i) that this Deed Rider, including all restrictions, rights and covenants contained herein, shall be and are covenants running with the land, encumbering the Property for the Term, and are binding upon the Owner and the Owner's successors in title and assigns, (ii) are not merely personal covenants of the Owner, and (iii) shall enure to the benefit of and be enforceable by the Municipality, the Monitoring Agent and DHCD and their successors and assigns, for the Term. Owner hereby agrees that any and all requirements of the laws of the Commonwealth of Massachusetts have been satisfied in order for the provisions of this Deed Rider to constitute restrictions and covenants running with the land and that any requirements of privity of estate have been satisfied in full.

9. Notice. Any notices, demands or requests that may be given under this Deed Rider shall be sufficiently served if given in writing and delivered by hand or mailed by certified or registered mail, postage prepaid, return receipt requested, to the following entities and parties in interest at the addresses set forth below, or such other addresses as may be specified by any party (or its successor) by such notice.

Municipality:

Grantor:

Owner:

Monitoring Agent(s): (1) Director, Local Initiative Program
DHCD
100 Cambridge Street
Boston, MA 02114

(2)

Any such notice, demand or request shall be deemed to have been given on the day it is hand delivered or mailed.

10. Further Assurances. The Owner agrees from time to time, as may be reasonably required by the Monitoring Agent, to furnish the Monitoring Agent upon its request with a written statement, signed and, if requested, acknowledged, setting forth the condition and occupancy of the Property, information concerning the resale of the Property and other material information pertaining to the Property and the Owner's conformance with the requirements of the Comprehensive Permit, Program and Program Guidelines, as applicable.

11. Enforcement.

(a) The rights hereby granted shall include the right of the Municipality and the Monitoring Agent to enforce this Deed Rider independently by appropriate legal proceedings and to obtain injunctive and other appropriate relief on account of any violations including without limitation relief requiring restoration of the Property to the condition, affordability or occupancy which existed prior to the violation impacting such condition, affordability or occupancy (it being agreed that there shall be no adequate remedy at law for such violation), and shall be in addition to, and not in limitation of, any other rights and remedies available to the Municipality and the Monitoring Agent.

(b) Without limitation of any other rights or remedies of the Municipality and the Monitoring Agent, or their successors and assigns, in the event of any sale, conveyance or other transfer or occupancy of the Property in violation of the provisions of this Deed Rider, the Municipality and Monitoring Agent shall be entitled to the following remedies, which shall be cumulative and not mutually exclusive:

- (i) specific performance of the provisions of this Deed Rider;
- (ii) money damages for charges in excess of the Maximum Resale Price, if applicable;
- (iii) if the violation is a sale of the Property to an Ineligible Purchaser except as permitted herein, the Monitoring Agent and the Municipality shall have the option to locate an Eligible Purchaser to purchase or itself purchase the

Property from the Ineligible Purchaser on the terms and conditions provided herein; the purchase price shall be a price which complies with the provisions of this Deed Rider; specific performance of the requirement that an Ineligible Purchaser shall sell, as herein provided, may be judicially ordered.

- (iv) the right to void any contract for sale or any sale, conveyance or other transfer of the Property in violation of the provisions of this Deed Rider in the absence of a Compliance Certificate, by an action in equity to enforce this Deed Rider; and
- (v) money damages for the cost of creating or obtaining a comparable dwelling unit for an Eligible Purchaser.

(c) In addition to the foregoing, the Owner hereby agrees and shall be obligated to pay all fees and expenses (including legal fees) of the Monitoring Agent and/or the Municipality in the event successful enforcement action is taken against the Owner or Owner's successors or assigns. The Owner hereby grants to the Monitoring Agent and the Municipality a lien on the Property, junior to the lien of any institutional holder of a first mortgage on the Property, to secure payment of such fees and expenses in any successful enforcement action. The Monitoring Agent and the Municipality shall be entitled to seek recovery of fees and expenses incurred in a successful enforcement action of this Deed Rider against the Owner and to assert such a lien on the Property to secure payment by the Owner of such fees and expenses. Notwithstanding anything herein to the contrary, in the event that the Monitoring Agent and/or Municipality fails to enforce this Deed Rider as provided in this Section, DHCD, if it is not named as Monitoring Agent, shall have the same rights and standing to enforce this Deed Rider as the Municipality and Monitoring Agent.

(d) The Owner for himself, herself or themselves and his, her or their successors and assigns, hereby grants to the Monitoring Agent and the Municipality the right to take all actions with respect to the Property which the Monitoring Agent or Municipality may determine to be necessary or appropriate pursuant to applicable law, court order, or the consent of the Owner to prevent, remedy or abate any violation of this Deed Rider.

12. Monitoring Agent Services; Fees. The Monitoring Agent shall monitor compliance of the Project and enforce the requirements of this Deed Rider. As partial compensation for providing these services, a Resale Fee [] shall [] shall not be payable to the Monitoring Agent on the sale of the Property to an Eligible Purchaser or any other purchaser in accordance with the terms of this Deed Rider. This fee, if imposed, shall be paid by the Owner herein as a closing cost at the time of Closing, and payment of the fee to the Monitoring Agent shall be a condition to delivery and recording of its certificate, failing which the Monitoring Agent shall have a claim against the new purchaser, his, her or their successors or assigns, for which the Monitoring Agent may bring an action and may seek an attachment against the Property.

13. Actions by Municipality. Any action required or allowed to be taken by the Municipality hereunder shall be taken by the Municipality's Chief Executive Officer or designee.

14. Severability. If any provisions hereof or the application thereof to any person or circumstance are judicially determined, to any extent, to be invalid or unenforceable, the remainder hereof, or the application of such provision to the persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby.

15. Independent Counsel. THE OWNER ACKNOWLEDGES THAT HE, SHE, OR THEY HAVE READ THIS DOCUMENT IN ITS ENTIRETY AND HAS HAD THE OPPORTUNITY TO CONSULT LEGAL AND FINANCIAL ADVISORS OF HIS, HER OR THEIR CHOOSING REGARDING THE EXECUTION, DELIVERY AND PERFORMANCE OF THE OBLIGATIONS HEREUNDER.

16. Binding Agreement. This Deed Rider shall bind and inure to the benefit of the persons, entities and parties named herein and their successors or assigns as are permitted by this Deed Rider.

17. Amendment. This Deed Rider may not be rescinded, modified or amended, in whole or in part, without the written consent of the Monitoring Agent, the Municipality and the holder of any mortgage or other security instrument encumbering all or any portion of the Property, which written consent shall be recorded with the Registry.

Executed as a sealed instrument this _____ day of _____, 20__.

Grantor: _____ Owner: _____

By: _____ By: _____

Its:

COMMONWEALTH OF MASSACHUSETTS

_____, ss.

On this ____ day of _____, 20__, before me, the undersigned Notary Public, personally appeared _____, _____ of _____, proved to me through satisfactory evidence of identification, which was my personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose, as _____ of _____, and as the voluntary act of _____.

Notary Public
My commission expires:

COMMONWEALTH OF MASSACHUSETTS

_____ County, ss.

On this _____ day of _____, 20____, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which was [*check one*]: [] a current driver's license, [] a current U.S. passport, [] my personal knowledge, to be the person whose name is signed on the preceding document, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

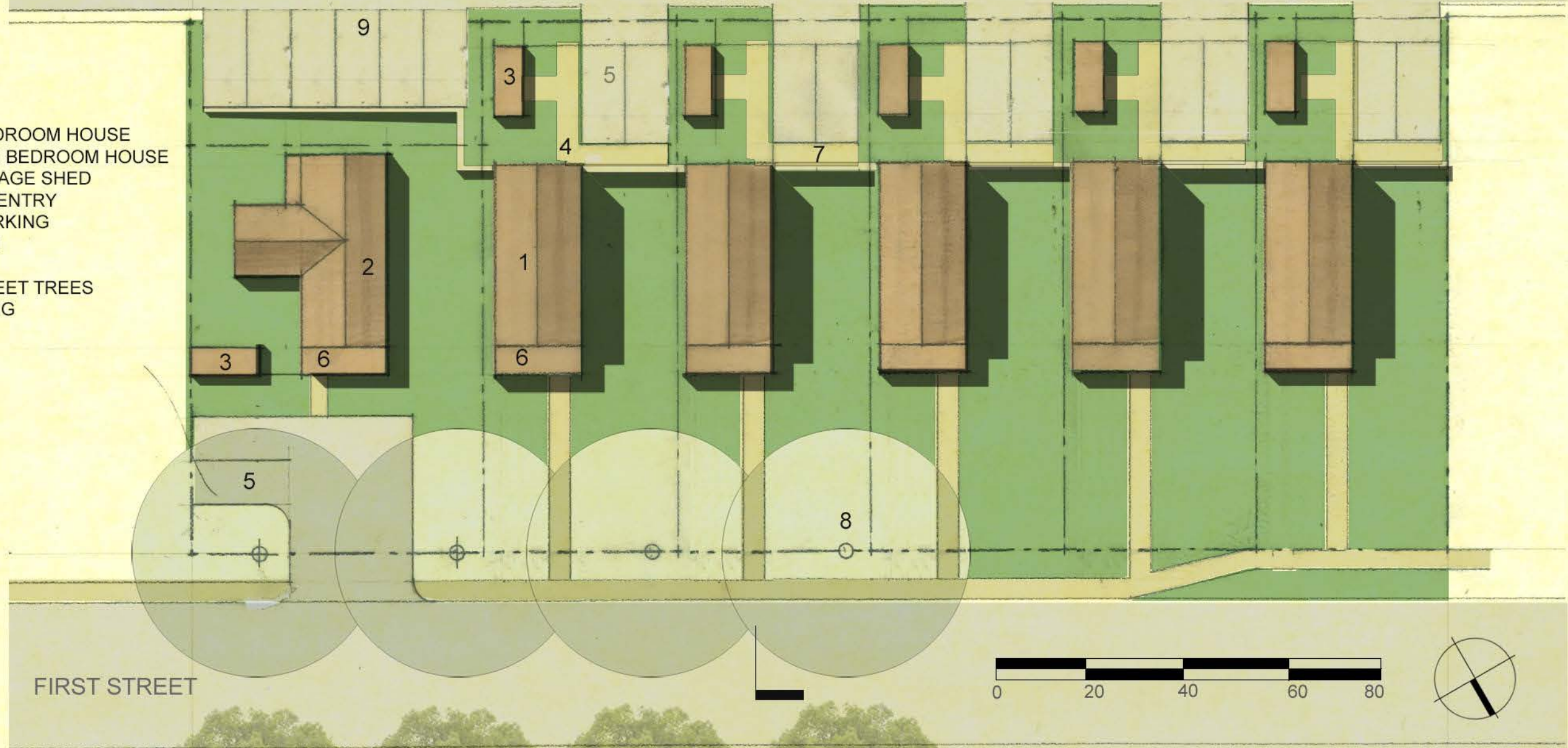
Notary Public
My commission expires:



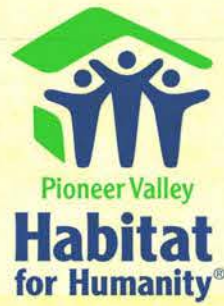
Appendix C: Preliminary site plan and elevations

FIRST STREET ALLEY

- 1- TYPICAL 3 BEDROOM HOUSE
- 2- ACCESSIBLE 2 BEDROOM HOUSE
- 3-TYPICAL STORAGE SHED
- 4-UPPER LEVEL ENTRY
- 5- RESIDENT PARKING
- 6-FRONT PORCH
- 7-RETAINING
- 8-EXISTING STREET TREES
- 9-GUEST PARKING

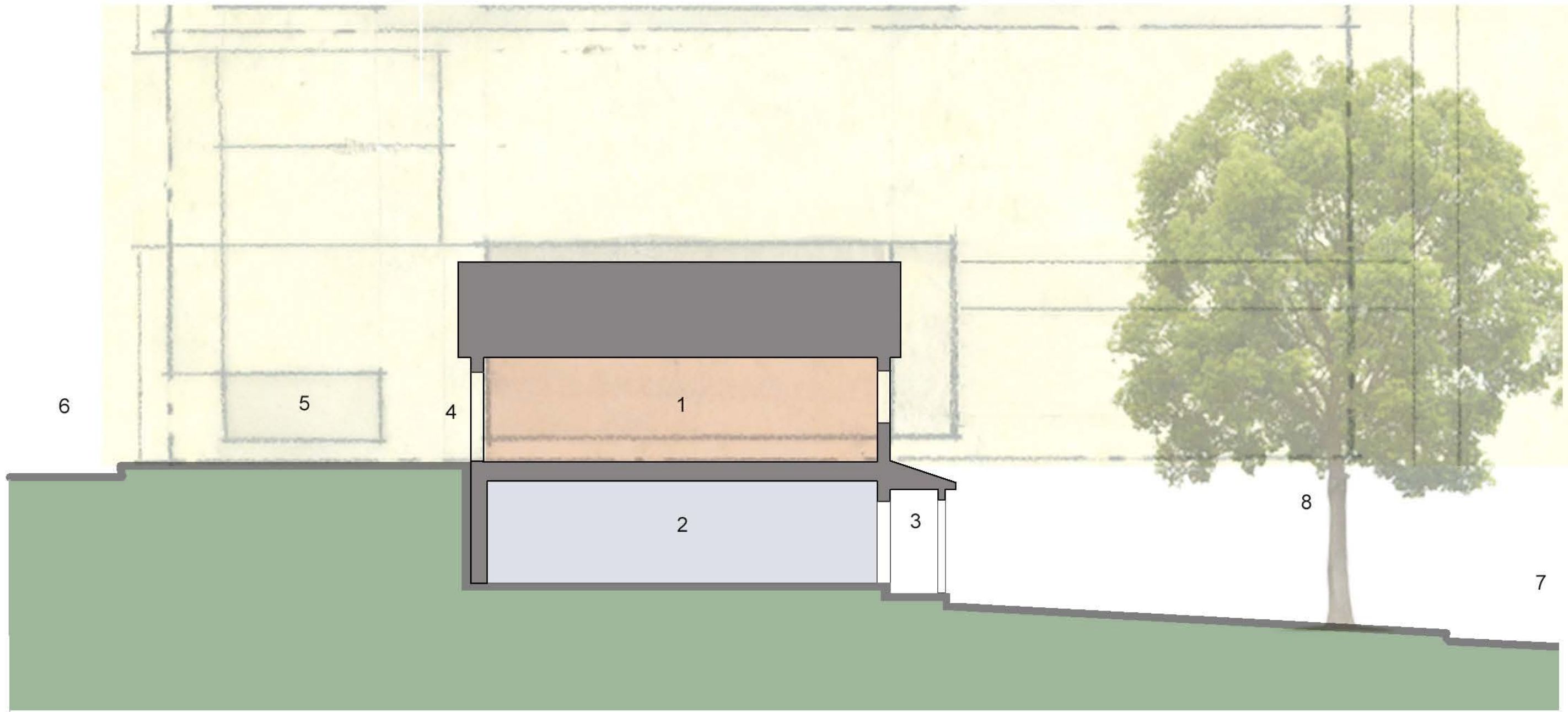


FIRST STREET



GREAT FALLS FIRST STREET PROJECT - CONCEPTUAL PLANS AND ELEVATIONS

KUHN·RIDDLE
ARCHITECTS



- 1 - UPPER LIVING LEVEL
- 2 - LOWER BEDROOM LEVEL
- 3 - FRONT PORCH
- 4 - UPPER PARKING LEVEL ENTRY
- 5 - 3 - BEDROOM HOME PARKING
- 6 - FIRST STREET ALLEY
- 7 - FIRST STREET
- 8 - EXISTING STREET TREE

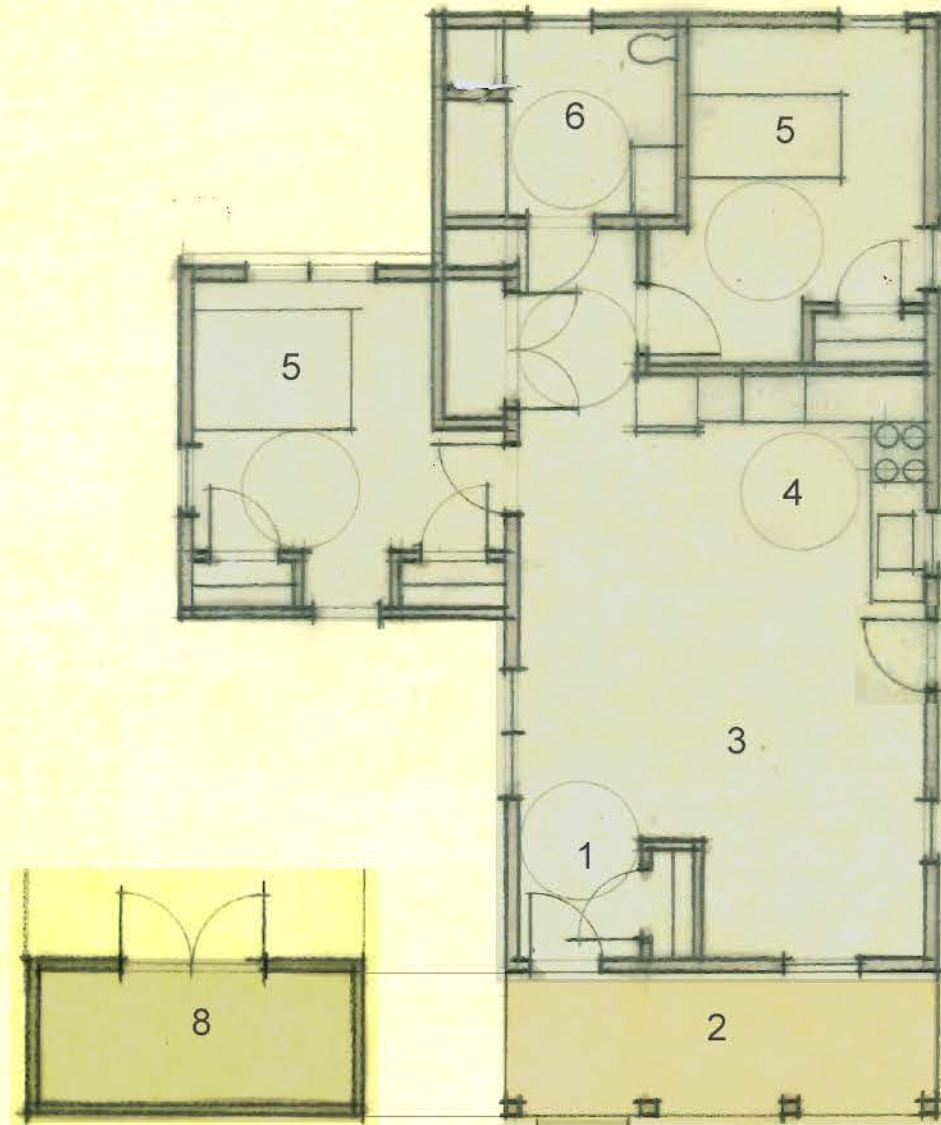


GREAT FALLS FIRST STREET PROJECT - SITE SECTION

KUHN·RIDDLE
ARCHITECTS

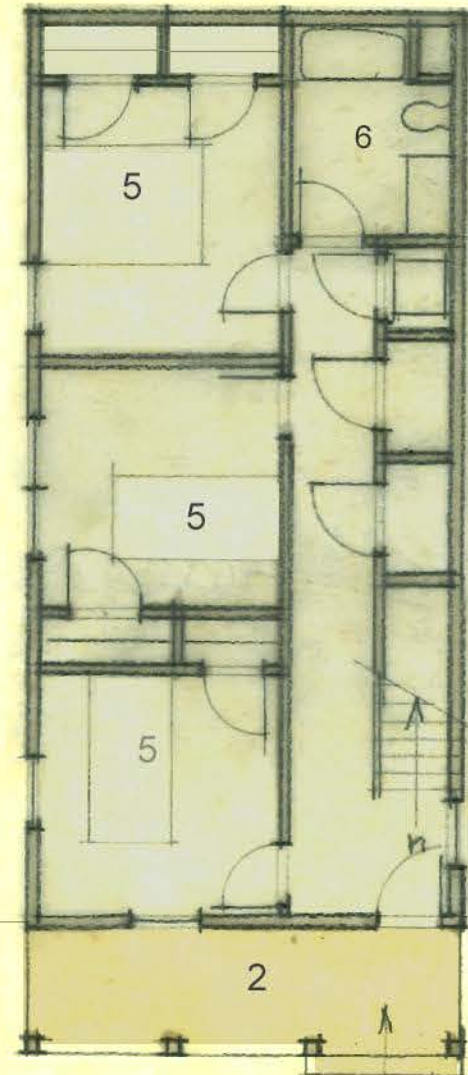
- 1 - MAIN ENTRY
- 2 - FRONT PORCH
- 3 - LIVING/DINING
- 4 - KITCHEN
- 5 - BEDROOM
- 6 - BATHROOM
- 7 - HALF BATH
- 8 - STORAGE SHED
- 9 - THREE BEDROOM PARKING
- 10 - RETAINING WALL

**ACCESSIBLE
2 - BEDROOM HOME
SINGLE FLOOR LIVING**



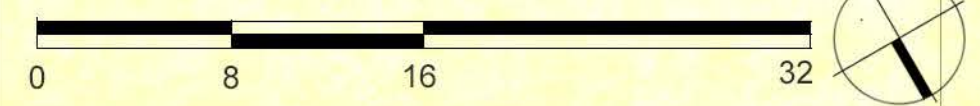
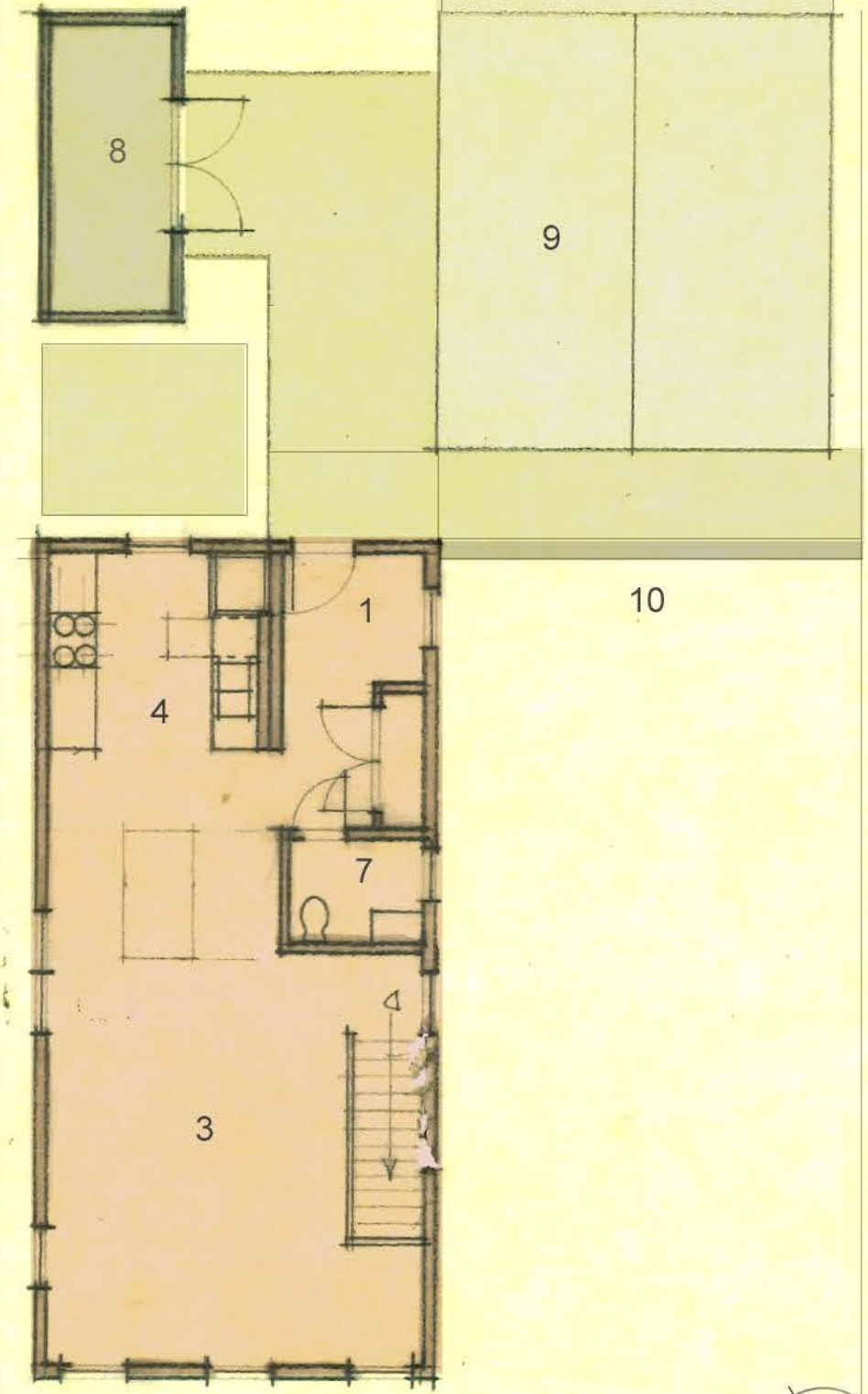
FIRST FLOOR

**3 - BEDROOM HOME
TWO FLOOR LIVING**



FIRST FLOOR

FIRST STREET ALLEY



SECOND FLOOR



Appendix D:

Sample deed

AFFECTED PREMISES:
___ **First Street**
Montague, MA

QUITCLAIM DEED

For Registry Use Only

I, **PIONEER VALLEY HABITAT FOR HUMANITY, INC.**, A Massachusetts non-profit corporation with a place of business at 140 Pine Street, Florence, MA 01062

In Consideration of **ONE HUNDRED TWENTY-FIVE THOUSAND and 00/100 (\$125,000.00) DOLLARS;**

Grant to _____, an individual with an address at _____

WITH QUITCLAIM COVENANTS

The Land and buildings thereon, in Montague, Franklin County, Massachusetts, bounded and described as follows:

{insert description}

Subject to the “local initiative program affordable housing deed rider” incorporated herein and recorded immediately hereafter.

Being a portion of the premises conveyed to the Grantor by deed of the Town of Montague dated _____ and recorded at the Franklin County Registry of Deeds in Book _____, Page _____.

The Grantor herein releases all rights of homestead it may have in the above referenced premises and verify that there are no other parties entitled to claim a homestead interest in the subject premises.

This conveyance is in the ordinary course of business and does not constitute a transfer of all or substantially all of the assets of Pioneer Valley Habitat for Humanity, Inc.

Executed this ____ day of _____, _____.

Pioneer Valley Habitat for Humanity, Inc.

By: _____
Megan McDonough, Executive Director

Witness

THE COMMONWEALTH OF MASSACHUSETTS

Franklin, ss.

On this _____ of _____, before me, the undersigned notary public, personally appeared Megan McDonough, Executive Director of Pioneer Valley Habitat for Humanity, Inc., proved to me through satisfactory evidence of identification, which was a driver's license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose as Executive Director of Pioneer Valley Habitat for Humanity, Inc., and that it is the free act and deed of Pioneer Valley Habitat for Humanity, Inc.

Notary Public:
My Commission Expires:



Appendix E: Letter(s) of interest/support from lender(s) or partners

bankESB

Kuhn Riddle Architects

Franklin County Regional Housing & Redevelopment Authority



January 23, 2023

Wendy Bogusz, Selectboard Executive Assistant
One Avenue A, Montague Town Hall
Turners Falls, MA 01376

Re: Pioneer Valley Habitat for Humanity, Inc.
Great Falls First Street Project

Dear Ms. Bogusz:

This is to inform you that Pioneer Valley Habitat for Humanity, Inc. has been a valued deposit and loan customer of BankESB for almost fifteen years. They have handled their accounts in a very satisfactory manner. We have provided several loans for property development, which have been handled as agreed. They also currently have a moderate six figure deposit relationship with the Bank.

BankESB would be pleased to provide lending for the Great Falls Street Project if the need arises. Any approvals would be contingent on reviewing financial information, appraisals, environmental concerns and other Bank due diligence.

Sincerely,

Maureen C. Mahar
VP, Commercial Lending

KUHN·RIDDLE
ARCHITECTS
28 AMITY ST. · SUITE 2B
AMHERST
MASSACHUSETTS 01002
413 · 259 · 1630

January 23, 2023

Wendy Bogusz, Selectboard Executive Assistant
Montague Town Hall
One Avenue A
Turners Falls MA 01376

RE: Pioneer Valley Habitat for Humanity's Great Falls First Street Project, Montague, MA

Dear Ms. Bogusz,

Kuhn Riddle Architects (KRA) is pleased and honored to offer this letter of support for Pioneer Valley Habitat for Humanity's (PVHH) proposal to develop the vacant First Street Lot in Turner's Falls, identified by the Town of Montague as a Smart Growth Overlay District.

We eagerly pursued the opportunity to assist PVHH in their endeavor to secure this property with the development of a conceptual design to submit as part of their proposal. We recently completed the design and construction drawings for a PVHH home now under construction in Conway, MA. It was our pleasure to collaborate with their build team, lending our design services to the wisdom and expertise of the staff and volunteers that comprise the talented and committed collective that is Pioneer Valley Habitat for Humanity.

Nearly 18 years ago, we also worked with PVHH on a unique development of four new homes on land donated by Amherst College with the provision that the houses be sustainable, support a photo voltaic array and challenge the typical notion of affordable housing. At the time, the idea of building super insulated homes with reduced mechanical systems was new and represented the cutting edge of what is becoming standard practice in residential construction.

If awarded the opportunity to develop this parcel, KRA will continue to support PVHH with the construction drawings and collaboration necessary to integrate site, structural and mechanical systems into architecture that is buildable by volunteer hands, and sustainable for future home owners. The design of these homes and their relationship to the community will bring additional vitality to this neighborhood, and we are thrilled with the prospect of being a part of PVHH's vision to make this a reality.

Sincerely,



Aelan B. Tierney, AIA, LEED AP, NCARB
President



**FRANKLIN COUNTY REGIONAL HOUSING &
REDEVELOPMENT AUTHORITY**

241 Millers Falls Road • Turners Falls, MA 01376
Telephone: (413) 863-9781 • Facsimile: (413) 863-9289

January 23, 2023

Walter Ramsey
Assistant Town Administrator
Town of Montague
1 Avenue A
Turners Falls, MA 01376

RE: Pioneer Valley Habitat for Humanity Proposal for First Street, Turners Falls, Montague

Dear Mr. Ramsey,

I am writing to express support from the Franklin County Regional Housing and Redevelopment Authority (HRA) for Pioneer Valley Habitat for Humanity's proposal to develop affordable homes at the First Street property in Turners Falls. As the regional housing authority serving the 26 municipalities of Franklin County, we are well aware of the urgent need for affordable housing and the challenges Montague and other communities face in meeting this need.

In the past 20 years, while the State has seen continued population growth, the population in rural Franklin County has declined. Since the Great Recession, median household income in Franklin County rose at a slower rate than all other western MA counties and the State. The high cost of construction makes it difficult to develop new housing at a scale that is appropriate for our small communities. Lack of housing supply has led to an increase in home sale prices, especially since the onset of the pandemic, pricing out average wage earners in our region from owning a home.

The Town of Montague has long been a supporter of affordable housing. HRA's non-profit development subsidiary, Rural Development, Inc. (RDI) redeveloped several key downtown properties in Turners Falls in the early 2000s, including the creation of nearly 100 affordable apartments. Managed by HRA, these properties serve households at or below 60% AMI, and have been fully occupied over the past two years. Encouraging low- and moderate-income homeownership in Turners Falls has been a long-standing Town goal, as the village has a much lower homeownership rate than the community. By laying the groundwork through creating Franklin County's first 40R Smart Growth Zoning Districts, Montague is making great progress in supporting this goal at First Street.

Habitat is well-suited to meet this need, having constructed dozens of quality energy efficient new homes in Franklin and Hampshire Counties since 1989. HRA will support Habitat's First Street development by providing

Rental Assistance • Housing Development • Housing Management • Community Development
Municipal Assistance • Rehab Financing • Housing Counseling and Education • Public Infrastructure

Equal Housing Opportunity



First Time Homebuyer counseling and classes to interested applicants through our Housing Consumer Education Center. We are a member of the Regional Housing Network of Massachusetts, and a HUD-certified Housing Counseling Agency.

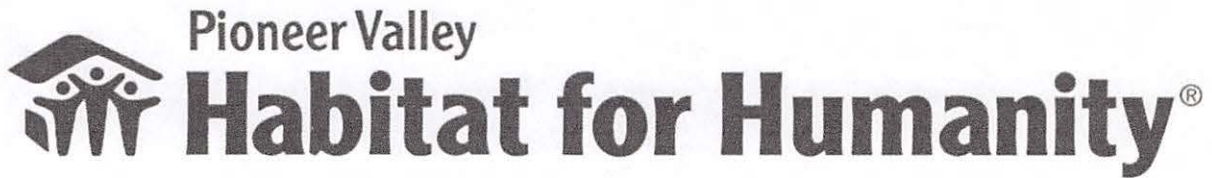
We applaud the Town of Montague's leadership and efforts towards meeting the urgent housing needs in our region. Partnering with Habitat for Humanity on the First Street site is an exciting prospect to provide much needed affordable homeownership opportunities while simultaneously increasing the vibrancy of downtown Turners Falls. We hope you look favorably upon this proposal.

Sincerely,

A handwritten signature in cursive script that reads "Gina Govoni".

Gina Govoni

Executive Director



APPENDIX F: Required Forms

Disclosure of Beneficial Interest Form (M.G.L.c.7,40J)

Certification of tax compliance (M.G.L.c.62C,49A)

Certificate of Non-Collusion

Certificate of Authority

DISCLOSURE OF BENEFICIAL INTERESTS IN REAL PROPERTY TRANSACTION

This form contains a disclosure of the names and addresses of all persons with a direct or indirect beneficial interest in the real estate transaction described below. This form must be filed with the Massachusetts Division of Capital Asset Management, as required by M.G.L. Chapter 7, Section 40J, prior to the conveyance of or execution of a lease for the real property described below. Attach additional sheets if necessary.

- 1. Public agency involved in this transaction: Town of Montague
- 2. Complete legal description of the property: Assessors Map 4 Lot 31
- 3. Type of transaction: Sale ~~Lease or rental for up to four five year terms:~~
- 4. Lessor(s): n/a
Lessee:

5. Names and addresses of all persons who have or will have a direct or indirect beneficial interest in the real property described above. Note: If a corporation has or will have a direct or indirect beneficial interest in the real property, the names of all stockholders must also be listed except that, if the stock of the corporation is listed for sale to the general public, the name of any person holding less than ten percent of the outstanding voting shares need not be disclosed.

Name:	Address:
<u>Pioneer Valley Habitat for Humanity, Inc.</u>	<u>PO Box 60642 Florence, MA 01062</u>


PVHH is a non-profit corporation and a list of board of directors is attached. Directors do not have an ownership interest in the corporation, but do have control over the management of the corporation along with the Executive Director.

None of the persons listed in this section is an official elected to public office in the Commonwealth of Massachusetts except as noted below:

Name:	Title or Position:
<u>Megan McDonough</u>	<u>Moderator, Town of Colrain</u>

6. This section must be signed by the individual(s) or organization(s) entering into this real property transaction with the public agency named in item 1. If this form is signed on behalf of a corporation, it must be signed by a duly authorized officer of that corporation. The undersigned acknowledges that any changes or additions to item 4 of this form during the term of any lease or rental will require filing a new disclosure with the Division of Capital Planning and Operations within 30 days following the change or addition.

The undersigned swears under the pains and penalties of perjury that this form is complete and accurate in all respects:

Signature: 

Printed Name: Megan McDonough

Title: Executive Director

Date: 1/24/23

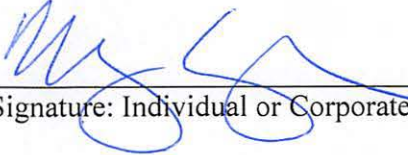
Pioneer Valley Habitat for Humanity Board of Directors

<u>Name</u>	<u>Position</u>	<u>Term</u>	<u>Term Length (years)</u>	<u>Expiration</u>	<u>Address</u>
Mariah Kurtz	President	1st	3	9/30/2023	17 Holly Ave, Greenfield, MA 01301
Benjamin Barnes	Vice President	2nd	3	9/30/2023	117 Riverside Dr, Florence, MA 01062-2721
Muthoni Magua	Treasurer	1st	3	9/30/2023	180 Pine Street, Amherst, MA 01002
Kathy Caputo	Clerk	1st	3	9/30/2023	25 Mountain View Cir, Southampton, MA 01073-9490
MaryAnne Kuroczko	Assistant Clerk	1st	2	9/30/2023	116 Glendale Rd, Southampton, MA 01073
Gabby Caruso		1st	2	9/30/2023	42 Shumway St, Amherst, MA 01002
Peter Graham		1st	2	9/30/2023	112 Chesterfield Rd, Leeds, MA 01053
Jim Hickey		1st	2	9/30/2024	111 North Main Street, South Deerfield, MA 01373
Darcy Johnson		1st	2	9/30/2024	107 Westhampton Road, Florence, MA 01062
Seth Lawrence-Slavas		1st	2	9/30/2024	87B Depot Road, Leverett, MA 01054
William Levine		1st	2	9/30/2023	242 Sylvester Rd, Florence, MA 01062
Matthew Sherwood		2nd	3	9/30/2024	34 Hickory Hill, Belchertown MA, 01003
Rob Steinberg		2nd	3	9/30/2025	38 Olive St, Northampton, MA 01060-4216
Nour Elkhattaby Strauch		1st	2	9/30/2024	27 N Hatfield Rd, Hatfield, MA 01038-9773
Holly Young			2	9/30/2024	45 Pine St, Florence, MA 01062-1965

CERTIFICATE OF TAX COMPLIANCE

No contract or other agreement for the purposes of providing goods, services or real estate space to any of the foregoing agencies shall be entered into, renewed or extended with any person unless such person certifies in writing, under penalties of perjury, that he had complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

043 049 506
Social Security or Federal I.D. number


Signature: Individual or Corporate Officer

1/24/23
Date

PLEASE PRINT

Corporate Name: Pioneer Valley Habitat for Humanity, Inc.

Address: PO Box 60642, 140 Pine Street

City, State, Zip Code: Florence, MA 01062



William Francis Galvin
Secretary of the
Commonwealth

The Commonwealth of Massachusetts
Secretary of the Commonwealth
State House, Boston, Massachusetts 02133

Date: January 20, 2023

To Whom It May Concern :

I hereby certify that according to the records of this office,

PIONEER VALLEY HABITAT FOR HUMANITY, INC.

is a domestic corporation organized on **April 05, 1989**

I further certify that there are no proceedings presently pending under the Massachusetts General Laws Chapter 180 section 26 A, for revocation of the charter of said corporation; that the State Secretary has not received notice of dissolution of the corporation pursuant to Massachusetts General Laws, Chapter 180, Section 11, 11A, or 11B; that said corporation has filed all annual reports, and paid all fees with respect to such reports, and so far as appears of record said corporation has legal existence and is in good standing with this office.



In testimony of which,
I have hereunto affixed the
Great Seal of the Commonwealth
on the date first above written.

William Francis Galvin

Secretary of the Commonwealth

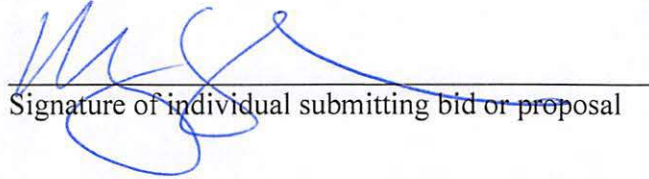
Certificate Number: 23010390240

Verify this Certificate at: <http://corp.sec.state.ma.us/CorpWeb/Certificates/Verify.aspx>

Processed by: Nma

CERTIFICATE OF NON-COLLUSION

The undersigned 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, business, partnership, corporation, union committee, club or other organization, entity or group of individuals.



Signature of individual submitting bid or proposal

Pioneer Valley Habitat for Humanity, Inc.
Name of Business

CERTIFICATE OF AUTHORITY

At a duly authorized meeting of the Board of Directors of the

Pioneer Valley Habitat for Humanity, Inc. held on 12/20/22
(Name of Corporation) (Date)

At which all the Directors were present or waived notice, it was voted that,

Megan McDonough Executive Director
(Name) (Officer)

of this company, be appointed and is hereby authorized to execute contracts and bonds in the name and behalf of said company, and affix its Corporate Seal thereto, and such execution of any contract or obligation in this company's name on its behalf by said officer, under seal of the company, shall be valid and binding upon this company.

A TRUE COPY,

ATTEST: Mary W...
Assistant (Clerk)

Place of Business: 140 Pine St., Florence, MA 01062

DATE OF THIS CONTRACT:

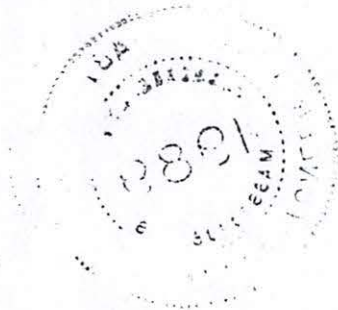
January 24, 2023

Assistant

I hereby certify that I am the Clerk of the Pioneer Valley Habitat for Humanity, Inc.

that Megan McDonough is the duly ~~elected~~ authorized Executive Director of said company, and the above vote has not been amended or rescinded and remains in full force and effect as of the date of this contract.

Mary W...
Assistant (Clerk) (Corporate Seal)



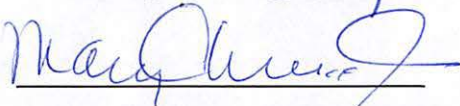
Clerk's Certificate Corporate Vote Pioneer Valley Habitat for Humanity, Inc.

The undersigned, **MaryAnne Kuroczko**, hereby certifies that they are the Assistant Clerk of Pioneer Valley Habitat for Humanity, Inc. (here in after "PVHH"), a Massachusetts non-profit corporation; that **Mariah Kurtz** is the current President of PVHH, **Muthoni Magua** is the current treasurer of PVHH and **Megan McDonough** is the current Executive Director of PVHH, and further certifies that the following resolutions were unanimously adopted by the undersigned, on **December 20, 2022**;

The Board of Directors of Pioneer Valley Habitat for Humanity, Inc. (PVHH), hereby resolves as follows:

1. That pending a clean environmental report or minor environmental concerns that can be remediated within budgetary constraints, PVHH would like to acquire the approximately .65 acre parcel of land on First Street in Montague identified as parcel 0031 on assessors map 4 from the town of Montague and restrict the lots to be used for affordable homeownership in perpetuity.
2. That PVHH wishes to market the future home to future homeowners earning less than 60% of the Area Median Income who make at least \$30,000/year and with a maximum initial sales price of \$200,000;
3. That PVHH desires to apply for grant funding for the development and construction of the project, and
4. That Megan McDonough, Mariah Kurtz or Muthoni Magua, or either, acting singly, are authorized to sign any and all necessary documents related to the acquisition, funding, restriction and development of the Property.

IN WITNESS WHEREOF, we do hereby certify that the foregoing vote is still in force and effect as of this 24 day of January 2023.



MaryAnne Kuroczko, Assistant Clerk

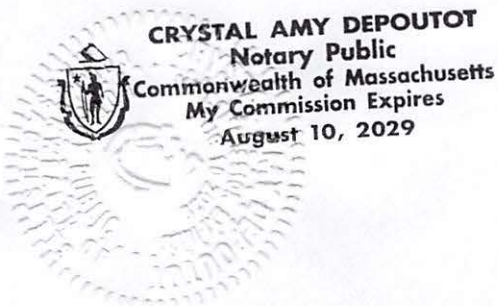
COMMONWEALTH OF MASSACHUSETTS

Hampshire, s.s.



Date: 01/24/2023

On this day of 24th January, 2023, before me, the undersigned Notary Public, personally appeared **MaryAnne Kuroczko** and proved to me through satisfactory evidence of identification, which was MA Drivers License and known to me to be the person whose name is signed on the preceding or attached document, and acknowledge to me that she signed it voluntarily for its stated purpose.



TOWN OF MONTAGUE



REQUEST FOR PROPOSALS

**Design and Development of Affordable Housing on
First Street (Assessors Map 4 Lot 31)**

**Proposals Due: Wednesday January 25, 2023 11:00
AM**

1

Request for Proposals (RFP)

The Town of Montague is seeking proposals for the development of between five (5) and twelve (12) units of affordable housing on a municipal lot on First Street (Assessors Map 04 Lot 031) in downtown Turners Falls.

The purpose of this RFP is to select a developer who will:

- Build between 5 and 12 units of affordable owner occupied or rental housing
- Design the units to be of similar location, mass, and orientation of the historic row-housing that was on the site and be of a manner that will match the scale and architecture of the neighborhood.
- Receive ownership of the property

Submission Deadline

Respondents should submit one original and two (2) copies on or before 11:00AM on Wednesday, January 25, 2023 to:

Wendy Bogusz, Selectboard Executive Assistant
One Avenue A, Montague Town Hall
Turners Falls MA 01376

Responses to the RFP must include all required documents. The Town of Montague reserves the right to reject any or all proposals or to cancel this RFP, if it is in the Town's best interests.

The Town of Montague encourages the involvement of minority business enterprises and women's business enterprises in the fulfillment of this Scope of Services.

Any questions regarding this RFP should be directed to Walter Ramsey, Assistant Town Administrator, in writing at the address above or via e-mail to assistant.townadmin@montague-ma.gov prior to 5:00 p.m. on Wednesday, January 18, 2023. Responses to questions will be shared in the form of an addendum posted on www.montague-ma.gov/BIDS.

Site Visit

Town staff will lead a tour of the site on Wednesday, January 11, 2023, at 10:00 a.m. for interested parties. The site visit is not mandatory; however, all bidders should familiarize themselves with the property by undertaking an independent review and analysis of physical conditions, regulatory constraints, required permits and approvals, and other legal considerations.

Affordability

At a minimum, all units must be affordable to households at or below 80% of Area Median Income. Proposals that allow for deeper affordability are encouraged, but not required. The Town of Montague intends to include the resulting affordable units towards the Town's Subsidized Housing Inventory (SHI); therefore, all units must meet the requirements for inclusion in the Department of Housing and Community Development (DHCD) Subsidized Housing Inventory.

The Town of Montague is in the Franklin County HUD Metro FMR Area. The current income limits are defined below.

HUD INCOME LIMITS CHART for FRANKLIN COUNTY (April 2022)

Household Size	1	2	3	4	5	6	7	8
80% Income Limit	\$52,750	\$60,250	\$67,800	\$75,300	\$81,350	\$87,350	\$93,400	\$99,400
100% Income Limit	\$65,900	\$75,300	\$84,750	\$94,150	\$101,650	\$109,150	\$116,750	\$124,250

The 2013 40B Guidelines (Parts 3 - marketing and lottery, and 6 - LIP/LAU) are most helpful for Local Action Units:

<http://www.mass.gov/hed/docs/dhcd/legal/comprehensivepermitguidelines.pdf>

The LAU application is available online: <http://www.mass.gov/hed/community/40b-plan/local-initiative-program-lip.html>

Proposal Review Process

The Montague Planning Board will review and evaluate all proposals based on the evaluation criteria outlined in this RFP and make recommendations for selection to the Montague Selectboard.

Property Background

On May 7, 2022, Montague’s Town Meeting voted to designate this property as 40R Smart Growth Overlay Zoning District and authorized the Selectboard to sell the First Street property for the purpose of developing low or moderate income housing. In effort to meet the housing production needs of the community, the Planning Board has identified this underutilized municipal overflow parking lot across from Town Hall as highly suitable for new downtown housing due to its proximity to Avenue A and the recreational amenities along the riverfront. The lot was historically used for worker housing through the early 1900’s. The Town has owned the lot since 1963 and has been used as an overflow parking area for Town Hall the last 50+ years.

The addition of housing at this site was identified as a priority action item in the 2021 Downtown Turners Falls Rapid Recovery Plan. The plan concludes that more residents living downtown who are not cost-burdened by housing would have a positive outcome for the economic health and sustainability of the downtown.

The Montague Selectboard authorized the issuance of this Request for proposals on 11/21/222. The assessed value of the property is \$50,500.

Property Description

Site: The lot of +/- 0.65 acres has approximately 259 feet of frontage on First Street and 259 feet of frontage on the First Street Alley. The property has not yet been assigned a mailing address. The property is identified as Assessors Map 04 Lot 31. For current title, see the deed recorded in

the Franklin County Registry of Deeds Book: 1165 Page: 584. A site survey has not been prepared.

Environmental: The property is located outside the riverfront area associated with the Connecticut River. The parcel is also not located within a FEMA mapped floodplain. No filings are anticipated to be required with the Montague Conservation Commission.

Vegetation: The 5 street trees along First Street should be retained and protected during construction. Every effort should be taken to preserve the existing vegetation, however the Town understands that some or all of the mature growth along the alleyway may need to be removed to accommodate residential construction.

Improvements: The proponent will be responsible for the removal of the existing paved parking area. The town installed new sidewalks along First Street in 2019. The sidewalks should not be damaged during construction or otherwise altered without permission from the Montague Department of Public Works. The town prefers to not add new individual curb cuts to First Street.

Utilities and infrastructure: Sewer service is available on First Street. The sewer main and nearby pump station were replaced in 2016. DPW has confirmed there is adequate capacity to accommodate the sewer service for residential uses at this property. Public Water is also available from the Turners Falls Water Department on First Street. The town is under a Natural Gas Moratorium and accordingly, no new natural gas hookups are allowed in Montague.

Subsurface Easement: FirstLight Power holds a subsurface easement on the subject property that protects them from any claims relating to groundwater infiltration onto any planned structures. FirstLight is the utility company that owns the Turners Falls Dam. The easement can be found in Franklin County Registry of Deeds Book 133 Page 750.

Zoning: The selected developer shall comply with all zoning regulations and requirements. The parcel is located in the Neighborhood Business (NB) zoning district and is located in the Turners Falls Smart Growth Overlay District. The proponent may elect to permit the development under either the underlying zoning or the Smart Growth Overlay.

- **Neighborhood Business:** The purpose of the district is to “allow for compatibility of residential and business uses in village areas”. Single- and two- family dwellings are allowed by right. Multi-family dwellings are allowed by special permit. The minimum lot size is 10,000 square feet. Minimum frontage is 75 feet. Minimum street and alley setback is 15 feet. The minimum side yard setback is 10 feet. The maximum building height is 28 feet. Relief from these requirements may be granted by Special Permit from the Zoning Board of Appeals.
- **Smart Growth Overlay:** On May 7, 2022 the town designated this parcel as part of the Turners Falls Smart Growth Overlay District whereby dense housing is allowed by-right subject to the standards identified in the bylaw. This zoning overlay is an optional regulation that property owners may elect to utilize when developing a property. The underlying zoning would otherwise still be in effect. The bylaw requires a minimum of 20% of the housing units in the project be affordable. The minimum lot size is 4,000

square feet and the minimum frontage is 30 feet. The maximum building height is 40 feet. The Planning Board is the Permitting Authority.

Deed Restrictions

All affordable units must have a permanent affordable housing deed restriction subject to approval by the Massachusetts Department of Housing and Community Development (DHCD) through the Local Action Unit Program. The town will welcome proposals for affordable housing at any level below the 80% median income limit.

Bidder's Responsibility for Due Diligence: Bidders should undertake an independent review and analysis concerning physical conditions, environmental conditions, applicable zoning, required permits and approvals, and other development and legal considerations.

The Town of Montague makes no representation or warranty with respect to the Property, including without limitation, the Town's title to the Property, the value, quality or character of the Property or its fitness or suitability for any particular use and/or the physical and environmental condition of the Property.

The town anticipates being able to share the results of a Phase I Environmental Assessment that is currently underway for the property prior to closing.

The selected developer shall accept the Property on a strictly "as is" basis without any warranty or obligation whatsoever on the part of the Town. The selected developer shall release, defend, indemnify, and hold the Town of Montague harmless from and against any and all claims, damages, losses, penalties, costs, expenses and fees (including without limitation reasonable legal fees) attributable to the physical and environmental condition of the Property.

For homeownership units, the selected developer will be required to prepare and complete all necessary documentation and forms for the sale of the property as a condominium. The documents included but are not limited to a declaration of covenants, conditions and restrictions, articles, rules, bylaw, resale certificate, master deed, and master insurance policy.

Objectives and Guidelines

The guidelines included in this section have been developed by the Town of Montague and must be addressed and met in the proposal for this project.

Program, Use and Design Guidelines: The proposed project should offer, but should not be limited to:

- Design of the building(s) should fit the characteristics of the existing neighborhood, and be similar to the footprint, mass, orientation of the town's preferred development concept plan. (See appendix A). Dwelling units with front porches on First Street are preferred.
- Build between 5 and 12 units of affordable housing. The units may be attached or detached.
- Preference is for owner occupied units, although rental units will be considered.

- Preference is for townhouse style housing, although duplexes and single- family homes may be considered.
- Town will accept proposals for housing that is restricted to households earning at or below 80% of Area Median Income.
- Preference for visitable units. For information on visitability, use this website: <http://www.visitability.org/>
- The proponent shall be responsible for a fair marketing and lottery plan to advertise the affordable units to eligible households.
- Preference for use of energy efficient technologies and building materials.
- Take all necessary precautions to preserve the vegetation, specifically the mature trees on the property. This should include limited soil disturbance and compaction during construction and defining an area of work around each tree.

Role of Town: The Town of Montague intends to transfer the property to the selected developer for a nominal sale price of one dollar (\$1.00).

Role of the Selected Developer: The selected developer shall be responsible for any site preparation and obtaining all applicable land use and building permits. The Town of Montague intends for these units to count on its Subsidized Housing Inventory and the selected developer shall be responsible for following all the requirements set forth by the Massachusetts Department of Housing and Community Development's Local Action Units Program to have the units listed on the inventory.

Implementation Guidelines:

- The development of units may be phased, however the selected developer must secure the first phase building permits within twelve (12) months of contract award date.
- All affordable units must have a permanent affordable housing deed restriction subject to approval by the Massachusetts Department of Housing and Community Development (DHCD) through the Local Action Unit Program.
- The Town of Montague will transfer the property when the developer has secured all necessary financing and permits and has presented the Town with a fair housing marketing plan that has been approved by the Massachusetts Department of Housing and Community Development.
- The selected developer will be required to execute all applicable documents.

Other Requirements

The selected developer shall:

1. Obtain all necessary state and local permits, including inspections.
2. Be responsible for the removal of the pavement from the parking area and all other site work
3. The developer is responsible for on-site electricity and water that may be necessary during the project.
4. Attend at least one public meeting of the Montague Selectboard to present concept design plans.

Criteria for Evaluating Prospective Developers

All proposals must meet the following minimum threshold criteria:

Minimum Threshold Criteria

- The Proposal must be complete and conform with all submission requirements
- The Proposal must be submitted on time
- The Proposal must include certification of compliance for all state and local taxes and must submit a Certificate of Tax Compliance, a Non-collusion Form, and a Disclosure of Beneficial Interests in Real Property Transaction with the RFP response.
- All units are affordable to households earning at or below 80% of Area Median Income (as defined by HUD)
- The bidder must have a minimum of 5 years’ experience in the development of affordable housing.

Projects meeting the minimum threshold criteria will also be judged on the following:

Competitive Evaluation Criteria

Responses will be evaluated competitively using the following criteria.

Ratings	Rationale
Highly advantageous	Exceeds the requirements/preference
Advantageous	Meets the requirements/preference
Not advantageous	Meets minimum requirements
Not acceptable	Does not meet minimum requirements

Development Experience—Extent to which the developer’s experience exceeds or meets the minimum criteria; the developer’s prior track record in the construction of affordable housing and the experience of the development team with regard to the development, financing, and marketing of affordable housing and/or accessible housing for people with disabilities should be described in detail.

Highly Advantageous: The Bidder has 5 or more years of experience developing affordable housing and/or accessible housing.

Advantageous: The Bidder has 5 or more years of experience developing housing.

Not Advantageous: The Bidder has 5 years of experience developing housing.

Not Acceptable: The Bidder has less than 5 years of experience developing housing.

Developer Financial Capacity—Ability to secure financing as evidenced by letter(s) from prospective lender(s); ability to identify subsidy gaps and potential sources for subsidy to complete project.

Highly Advantageous: Proposal includes a letter from a prospective lender for the project and has identified any existing subsidy gaps, has a plan to address those gaps and experience applying for subsidy monies.

Advantageous: Proposal includes a letter from a prospective lender for the project and has identified any existing subsidy gaps.

Not Advantageous: Proposal includes a letter from a prospective lender for the project but does not address whether there are any subsidy gaps.

Not Acceptable: Proposal does not include a letter from a prospective lender.

Feasibility of Proposed Project—*Environmental, permitting issues, construction estimates, soft costs; timeline to completion.*

Highly Advantageous: Proposal clearly describes all necessary steps to complete project, including any environmental and permitting issues, and proposes a timeline to commence work ahead of required time frame (or includes detailed explanation why the required time frame is not feasible).

Advantageous: Proposal clearly describes all necessary steps to complete project, including any environmental and permitting issues, and proposes a timeline to commence work within required time frame (or includes detailed explanation why the required time frame is not feasible).

Not Advantageous: Proposal purports to commence work within required time frame but does not include a detailed timeline and/or the necessary steps to complete project.

Not Acceptable: Proposal does not address feasibility of project.

Site and Unit Design—*Extent to which the project meets or exceeds the minimum Program, Use and Design Guidelines as detailed above.*

Highly Advantageous: Proposal exceeds of the Guidelines and preferences,

Advantageous: Proposal meets the minimum Guidelines and preferences

Not Advantageous: Proposal meets the minimum Guidelines

Not Acceptable: Proposal does not meet the minimum Guidelines

Submission Requirements

All proposals must include the following materials:

- Letter of interest signed by the principal(s) of the bidder
- Narrative description of proposed development
- Development budget sources and uses
- Proposed sales prices or rental amounts, analysis of affordability including any need for subsidy
- Preliminary site plan and elevations
- Proposed unit configuration and ownership structure or rental structure, with sample deed or rental agreement.
- Preliminary identification of permitting and regulatory relief

- Project schedule
- Letter(s) of interest from lender(s) or partners
- Description of development team
- Previous experience of members of team, references and a list of previous projects
- Portfolio of recent projects by developer
- Role of owner/developer/consultant
- Disclosure of Beneficial Interest Form (M.G.L.c.7,40J)
- Certification of tax compliance (M.G.L.c.62C,49A)
- Identification of entity who will carry out the marketing and lottery plan, if known

Proposal Submission Terms and Requirements

Wherever applicable, the conditions of Employment and Prevailing State Wage Rate, as set forth by the Massachusetts Department of Labor and Industries, as contained in specifications, shall prevail in the execution of work under this contract.

The Town of Montague reserves the right to reject any and all proposals in whole or in part, and to waive minor informalities, when at its sole discretion is deemed to be in the best interests of the Town and to the extent permitted by law.

Proposals that meet all quality requirements shall be evaluated based on responsiveness to the criteria, terms and conditions contained in this RFP and its attachments. Failures to follow the instructions, meet the criteria, or agree to the terms and conditions contained in this RFP may be cause for rejection of the proposal as non-responsive.

All proposals shall be submitted to the Town, as and where set forth above, on or before the proposal deadline. Proposals and unsolicited amendments to proposals received by the Town after the proposal deadline will not be considered, and requests for extensions of time will not be granted. Proposers who mail proposals should allow sufficient time for receipt by the Town by the proposal deadline. Proposal received after the proposal deadline will be returned to the proposer unopened.

All proposals shall be signed in ink by the proposer. If the proposer is a corporation, the authority of the individual signing shall be endorsed upon, or attached to, the proposal and certified by the clerk of the corporation.

All proposals submitted shall be binding upon the proposer for a minimum period of forty-five (45) calendar days following the opening of proposals.

Proposals submitted to the Town shall be securely kept and shall remain unopened until the proposal deadline and the opening of proposals.

Proposals once submitted may, upon request of the proposer prior to the proposal deadline, be withdrawn or amended. If amended, resubmission of the proposal shall comply with all requirements of this RFP.

Negligence on the part of the proposer in preparing the proposal confers no right of withdrawal after the proposal deadline. The Town does not assume any responsibility for errors, omissions, or misinterpretations, which may have resulted in whole or in part from the use of incomplete

proposal documents. Any proposer finding an ambiguity, inconsistency, or error shall promptly notify the Town.

If it becomes necessary to revise any part of this RFP or if additional data are necessary to enable an exact interpretation of provisions, such addenda will be provided to all proposers who have requested this RFP. No addenda will be issued within the immediate three (3) business day period prior to the proposal deadline.

By submitting a proposal in response to this RFP, the proposer shall be deemed to have certified that no officer, agent, or employee of the Town has a direct or substantial financial interest in the procurement, that the proposal is submitted in good faith and exclusively on proposer's own behalf, without fraud, collusion or connection of any kind with any other proposer for the same work or with any undisclosed party. Proposer will be required to execute the "CERTIFICATE OF NON-COLLUSION" contained in the "Contract," which shall be filed with the Office of the Inspector General.

All terms and provisions contained in the "LEGAL NOTICE" of this procurement (a copy of which is attached hereto) are incorporated by reference into this RFP.

Proposers may add additional stipulations or otherwise qualify their proposals, but the Town shall retain the sole right to judge the importance of any such stipulation or qualification. If the Town determines that the stipulation or qualification is not in its best interest and/or is materially unacceptable, and if the proposer does not clearly indicate this to be an alternative for consideration, then the Town reserves the right to reject such proposal.

It is understood, agreed upon and made a part hereof, and shall be a part of the contract, that the contract entered into between the Town and the successful proposer shall not be assigned or assignable by way of sub-contract or otherwise, unless or until the Town shall have first assented thereto in writing.

The Town of Montague reserves the right to modify any specifications and submission requirements associated with the proposal and the scope of the project.

All proposals must be submitted on the forms provided or on attachments approved in advance by the Town.

All information concerning materials, warranties, guarantees, complete plans, and complete specifications are due at the time of the proposal opening.

Appendix A- Site Plans

12 Unit Townhouse Development Concept (Preferred Concept A)



6 Unit Single Family Dwelling Unit Concept (Preferred Concept B)

First Street Housing RFP- 6 Detached Single Family Units



Site Locus



ATTACHEMENT A
REQUIRED FORMS

CERTIFICATE OF TAX COMPLIANCE

No contract or other agreement for the purposes of providing goods, services or real estate space to any of the foregoing agencies shall be entered into, renewed or extended with any person unless such person certifies in writing, under penalties of perjury, that he had complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Social Security or Federal I.D. number

Signature: Individual or Corporate Officer

Date

PLEASE PRINT

Corporate Name: _____

Address: _____

City, State, Zip Code: _____

CERTIFICATE OF NON-COLLUSION

The undersigned 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, business, partnership, corporation, union committee, club or other organization, entity or group of individuals.

Signature of individual submitting bid or proposal

Name of Business

DISCLOSURE OF BENEFICIAL INTERESTS IN REAL PROPERTY TRANSACTION

This form contains a disclosure of the names and addresses of all persons with a direct or indirect beneficial interest in the real estate transaction described below. This form must be filed with the Massachusetts Division of Capital Asset Management, as required by M.G.L. Chapter 7, Section 40J, prior to the conveyance of or execution of a lease for the real property described below. Attach additional sheets if necessary.

- 1. Public agency involved in this transaction:
- 2. Complete legal description of the property:
- 3. Type of transaction: Sale Lease or rental for up to four five-year terms:
- 4. Lessor(s):
Lessee:
- 5. Names and addresses of all persons who have or will have a direct or indirect beneficial interest in the real property described above. Note: If a corporation has or will have a direct or indirect beneficial interest in the real property, the names of all stockholders must also be listed except that, if the stock of the corporation is listed for sale to the general public, the name of any person holding less than ten percent of the outstanding voting shares need not be disclosed.

Name: Address:

None of the persons listed in this section is an official elected to public office in the Commonwealth of Massachusetts except as noted below:

Name: Title or Position:

- 6. This section must be signed by the individual(s) or organization(s) entering into this real property transaction with the public agency named in item 1. If this form is signed on behalf of a corporation, it must be signed by a duly authorized officer of that corporation. The undersigned acknowledges that any changes or additions to item 4 of this form during the term of any lease or rental will require filing a new disclosure with the Division of Capital Planning and Operations within 30 days following the change or addition.

The undersigned swears under the pains and penalties of perjury that this form is complete and accurate in all respects:

Signature: _____
 Printed Name: _____
 Title: _____
 Date: _____

CERTIFICATE OF AUTHORITY

At a duly authorized meeting of the Board of Directors of the

_____ held on _____
(Name of Corporation) (Date)

At which all the Directors were present or waived notice, it was voted that,

(Name) (Officer)

of this company, be appointed and is hereby authorized to execute contracts and bonds in the name and behalf of said company, and affix its Corporate Seal thereto, and such execution of any contract or obligation in this company's name on its behalf by said officer, under seal of the company, shall be valid and binding upon this company.

A TRUE COPY,

ATTEST: _____
(Clerk)

Place of Business: _____

DATE OF THIS CONTRACT:

I hereby certify that I am the Clerk of the _____

that _____ is the duly elected _____
of said company, and the above vote has not been amended or rescinded and remains in full force and effect as of the date of this contract.

(Clerk) (Corporate Seal)

ATTACHMENT B
LEGAL AD

INSERTION ORDER

TYPE OF AD: Legal

PUBLICATION(S) & PUBLICATION DATES:

GREENFIELD RECORDER – Wednesday, December 21, 2022 & Wednesday December 28,
2022

PLEASE BILL:

Montague Selectboard Office
One Avenue A Turners Falls, MA 01376

BODY OF AD: The Town of Montague is seeking proposals for the development of between five (5) and twelve (12) units of affordable housing on a municipal lot on First Street (Assessors Map 04 Lot 031) in downtown Turners Falls. The +/- 0.65 acre lot has approximately 259 feet of frontage on First Street. The property has not yet been assigned a mailing address. The property is identified as Assessors Map 04 Lot 31. The deed is recorded in the Franklin County Registry of Deeds Book:1165 Page:584. The Town will count these units on the Subsidized Housing Inventory; therefore, the developer shall be responsible for following all the requirements set forth by the MA Department of Housing and Community Development and their Local Action Units Program.

Requests for proposals may be obtained at <https://montague-ma.gov/BIDS>. Proposals shall be submitted no later than 11:00 a.m. on Wed., Jan. 24, 2023 to Selectboard Office One Avenue A Turners Falls

The Town of Montague reserves the right to reject or accept any or all proposals, in whole or in part. The Selectboard has final approval of all awarded contracts. In accordance with the Town of Montague's M/WBE Program, minority and women-owned business are encouraged to submit proposals.

ATTACHMENT C

TOWN MEETING AUTHORIZATION

ANNUAL TOWN MEETING May 7, 2022 Article # 34

ARTICLE 34. MOVED: To see if the Town will vote to transfer care, custody and control of a parcel of land containing 0.65 acres of land, more or less, located on First Street and identified as Assessors' Parcel ID 04-0-0031, from the Selectboard for general municipal purposes to the Selectboard for general municipal purposes or for developing low or moderate income housing and to authorize the Selectboard to sell or lease, transfer or convey all or any portion of such land for such sum and upon such conditions determined by the Selectboard to be in the best interests of the Town, pursuant to G.L. c. 30B, and to authorize the Selectboard to execute any and all instruments, including deeds, leases or other agreements and take all other actions necessary or appropriate to effectuate the vote taken hereunder.

PASSED/TWO-THIRDS MAJORITY VOTE

ATTACHMENT D
SAMPLE LAND DEVELOPMENT AGREEMENT



Montague Selectboard

1 Avenue A
Turners Falls, MA 01376

(413) 863-3200 xt. 108
FAX: (413) 863-3231

May 2, 2022

Kathleen Theoharides, Secretary
MA Executive Office of Energy and Environmental Affairs

RE: FY23 MVP Action Grant Statement of Support and local match statement

Secretary Theoharides,

The Montague Selectboard is committed to making a Montague climate-resilient and economically resilient community through excellent comprehensive planning. The Town intends to achieve this through the “Incorporating Climate Resiliency into the Montague Comprehensive Plan” project that would update the Montague 1999 Comprehensive Plan. The Town is seeking \$80,000 from the FY23 MVP Action Grant Program to support the initiative.

This MVP action grant will invest in a comprehensive planning effort that commenced January 2022. The grant will enable the town to complete its Comprehensive Plan that commenced in January 2022 and allow for robust community engagement. The Montague Comprehensive Plan will have an emphasis on climate-resiliency planning so the Town can be prepared to address the vulnerabilities identified in the 2018 Municipal Vulnerabilities Plan.

The Selectboard will commit to providing a local match of at least 25% of the project cost over the grant timeframe (FY 23 and FY24). The Town, primarily through the Planning Office will dedicate at least \$15,000 of value through in-kind support to administer the project. Further, The Selectboard will commit to a cash match of at least \$13,000 to be made available from municipal community develop discretionary funds or an appropriation as required. The total local match will be at least \$28,000.

The Montague Selectboard urges you to support this request and we thank you for your consideration.

For the MONTAGUE SELECTBOARD,

Rich Kuklewicz

Chair, Montague Selectboard



Annual Town Meeting

SPECIAL ARTICLE REQUEST – NON-CAPITAL EXPENSE

Budget Year
FY 24

Form for use with capital article submissions < \$25,000 or with a lifespan of < 5 years.
Please complete this form in its entirety! Initial Submission due November 15

Department: Planning Department Submitted by: Maureen Pollock

Item/Project Cost: \$13,000 Date Prepared: 2/21/23

Item/Project Title: Comprehensive Plan Update Local Cash Match

Proposed Article Wording:

To see if the Town will vote to raise and appropriate, transfer from available funds, borrow, or otherwise provide the sum of **\$13,000**, or any other amount, for the purpose of developing a Comprehensive Plan including any and all incidental and related costs, or pass any vote or votes in relation thereto.

Detailed Description for Background Materials: *(Provide a full description of the item or service. Use attachments as needed.)*

Montague is undergoing an update to its "5 Villages: 1 Future Comprehensive Plan". Montague's last Comprehensive plan is from 1999 and these plans should be updated every 10 to 15 years. \$13,000 is required as a local cash match for a \$80,000 Action Grant from the Municipal Vulnerabilities Preparedness Program. A Comprehensive Plan is a strategic framework that identifies a community's vision and goals and guides future physical and economic development. Specifically, the funds will be used to support robust community engagement to ensure balanced and equitable participation from Montague residents throughout the planning process. The work began in 2022 with a \$36,000 Community Planning grant for the "community visioning and goal setting" phase of the plan. The Plan development phase, funded by the MVP grant will extend through 6/30/2024. The plan development phase includes drafting chapters on housing, economic development, transportation, land use, and public facilities. The Franklin Regional Council of Governments is under contracted to support the Planning Department to develop the plan.

Information about the plan can be found at www.montagueplans.org.

Enter response

Have you received an estimate as a basis for cost? (yes/no)

N/A

- If yes, please attach estimate

Are grant or other funds available to offset cost? (yes/no)

Is there a lease option for this expense? (yes/no)

Will this item or project replace old equipment? (yes/no)
If replacement, estimate surplus value:

Will it create other ongoing costs or savings? (yes/no)

Why is it essential that the Town makes this investment now?

\$13,000 is required as a local cash match for a FY23/24 \$80,000 Action Grant from the Municipal Vulnerabilities Preparedness Program.

Relative Priority

Your assessment of the how important this is to the Town at the present time.

Critical Importance Highly Important Moderately Important

If submitting more than one request, where does this stand as a priority relative to the others you are submitting?

First Second Third Fourth or Lower

Comments:

Final recommendation of Capital Improvements Committee: Support Not Support

Comments on Recommendation:

Community Development Discretionary Account Transfer Request

Allocation from 225-5-184-5200 (CD Unallocated)

\$4,000 for Comprehensive Plan (225-5-184-XXXX)

The purpose is to provide a FY23 Municipal Vulnerabilities Planning Program Action Grant municipal cash match.

Request Date: February 27, 2023

Selectboard Chair

CD Unallocated Balance before transfer: \$34,529.94

CD Unallocated Balance post transfer: \$30,529.94

**TOWN OF MONTAGUE
DRAFT JOB DESCRIPTION**

POSITION TITLE:	Collection System Lead Operator	DATE:	February 2023
DEPARTMENT:	Department of Public Works	GRADE:	TBD
REPORTS TO:	DPW Superintendent	FLSA:	Non-Exempt

Statement of Duties

Position is responsible for leading implementation of the department’s maintenance of the Montague collection system inclusive of its wastewater and stormwater systems, catch basins, and related structures. Regular responsibilities to include the identification of required work activities, implementation and documentation of required maintenance, and lead-level support for incident-based and routine reporting related to the collection system. This position will maintain regular and effective communication between the DPW and the Clean Water Facility on areas of mutual operational concern.

At the discretion of the DPW superintendent or Foreman, when time allows this position will assist with other DPW activities in a fashion similar but not limited to that of a Truck Driver/Laborer. This may include providing semi-skilled and unskilled labor in areas of maintenance and repair for the Public Works Department. These additional responsibilities will reasonably include ensuring the safety and cleanliness of town streets and roadways, ensuring the proper working condition of equipment and supplies, and performing a variety of equipment operation, maintenance and repair duties.

Supervisory Responsibilities

Employee leads an in-field staff as may be assigned by the DPW Superintendent or DPW Foreman to operate and maintain equipment and systems related to the collection system and catch basins and any related structures. According to established procedures and rules, employee is responsible for establishing work procedures and performance standards related to collection system maintenance, scheduling work, assigning and reviewing work, providing employee performance feedback, new employee orientation, and training. The employee may assist with staff recruitment. The employee elevates reports of employee performance to the DPW Superintendent but does not have decision making authority relative to these matters.

The nature of work fluctuates throughout the year. Increases in workload can usually be planned for in advance, except for some weather emergencies.

Supervision/Guidance Received

Employee plans, prioritizes, and performs work in accordance with standard practices and previous technical training. Employee is expected to solve problems by interpreting instructions accordingly, and by applying known collection system maintenance and tracking techniques and reporting requirements to the performance of work related to the collection system and related structures. Instructions for new assignments or special projects usually consist of statements of

Collection Systems Lead Operator
Department of Public Works
February 27, 2023

**TOWN OF MONTAGUE
JOB DESCRIPTION**

desired objectives, deadlines, and priorities. Technical and policy problems or changes in procedures are discussed with supervisor. Work is generally reviewed only for technical adequacy, appropriateness of actions or decisions, and conformance with policy, regulatory, or other requirements; the methods used in arriving at the result are not usually reviewed in detail.

Job Environment

Position responsibilities require knowledge of regulations, and the use of judgment and initiative, to perform maintenance, reporting and supervisory functions. Work requires examining, analyzing and evaluating facts, and circumstances surrounding individual projects or situations, and determining actions to be taken within the limits of standard or accepted practices. Employee is expected to resolve problems using judgment to analyze situations and determine appropriate actions. Errors can result in delay of work projects, poorly constructed and maintained roadways and facilities, damage to costly equipment, damage to public safety, misuse of manpower and materials and legal repercussions.

The position has occasional contact with the public in person, on the telephone and in writing for the purpose of responding to inquiries and complaints and providing information and assistance. The position has regular contact with other town departments, employees, and contractors for the purpose of giving or receiving information; coordinating activities; and providing information and assistance regarding departmental operations. Contact usually occurs in person, in writing via email, or on the phone.

Position Functions

The essential functions or duties listed below are intended only as illustration of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to, or extension of, the position.

Essential Functions

1. Responsible for implementation of required maintenance and improvements to the collection system and related structures, including routine requirements prescribed by policy or regulation, and emergency situations as may arise.
2. Maintains the town's collection system, monitors equipment; builds and maintains catch basins; installs, rebuilds or replaces sewer lines, storm drainage lines and manholes.
3. Confers with the DPW superintendent and DPW Foreman to identify and prioritize needed maintenance and improvements as related to the collection system and related structures.
4. In collaboration with the DPW Superintendent, advises Town departments and boards regarding maintenance and improvement needs of the collection system and its related structures in support of capital project planning.

Collection Systems Lead Operator
Department of Public Works
February 27, 2023

**TOWN OF MONTAGUE
JOB DESCRIPTION**

5. Collects and inputs routine and ad hoc/emergency reporting data to ensure compliance with policies and regulations. Reports developed for state or federal agencies are to be reviewed and submitted by the DPW superintendent, unless in-field reporting is time-sensitive. In these instances, the DPW Superintendent will perform post hoc review and issue any needed revisions as needed.
6. Conducts regular required and event-prompted inspections of CSO structures, CSO outfalls, the Millers Falls Flume and the Avenue A Buffer Line.
7. Inspects and operates the Avenue A Buffer Line in response to CSO or other events. Ensures proper cleaning and maintenance. Consults with CWF staff prior to evacuating the buffer line.
8. Conducts investigative operations to diagnose collection system function, including but not limited to dye testing, smoke testing, and CCTV camera work.
9. Identifies potential vendors and seeks quotes as needed. Coordinates with vendors to ensure that work performed on the collection system and its related structures is accomplished as per contract.
10. Provides primary supervision for DPW Staff while in the field performing observations, maintenance, and improvements to the collection system and its related structures. In-field supervision will be performed in collaboration with the DPW Foreman in those instances where there is an overlap in responsibilities, with the DPW Foreman having final supervisory responsibility.
11. Operates and provides training to others in relation to specialized vehicles and equipment, including GIS and other computer-dependent reporting systems, required to maintain the collection system and related structures.
12. Enters data into computer database related to catch basin locations, sewer flow data, marking out deadheads, and separating out sewer from storm drainage lines, and any other similar tasks.
13. Maps location of sewer collection lines for flow and size of pipes.
14. Maintains collection system-related web page including CSO/SSO Notification/Advisory pages to ensure timely updating in accordance with policy and regulations.
15. Additional responsibilities may include those tasks regularly or occasionally performed by other members of the DPW staff for which the individual is qualified to perform, similar but not limited to responsibilities outlined in the DPW Truck Driver Laborer job description.
16. Operates a variety of vehicles and equipment including motor driven vehicles and equipment including trucks with a rated capacity of more than 26,001 lbs., vac truck, sewer cameras, sewer rodder, loaders, backhoes, dump trucks, pavers, and jackhammers; ensuring that all safety precautions are followed.

Collection Systems Lead Operator
Department of Public Works
February 27, 2023

**TOWN OF MONTAGUE
JOB DESCRIPTION**

17. Performs CDL circle check; lubricates, adds oil, inflates tires and otherwise services equipment to ensure proper operation; reports any malfunctions to supervisor, and may assist in making minor repairs and maintenance.
18. Prepares for and responds to seasonal challenges including snow removal, snow and storm water, flooded areas, construction projects, and repair and maintenance of equipment and machinery.
19. As requested, participates in all snow and ice removal operations and other emergencies declared by the department.

Recommended Minimal Qualifications

Education and Experience

A candidate for this position should have a High School diploma or equivalent and one year experience in the operation of heavy equipment, trucks, and construction work or equivalent education and experience. Experience operating a sewer vac truck and robotic sewer camera preferred.

Additional Requirements

A candidate for this position is required to have a valid Class B commercial driver's license (CDL), and an air brake endorsement within 90 days of hire, and able to obtain a hoister's license within a year.

- Must be able to obtain NASSCO Certification in the following areas within one year of hire: Pipeline Assessment Certification (PACP), Lateral Assessment Certification (LACP) and Manhole Assessment Certification (MACP)
- Must be able to obtain Grade III Collection System

Knowledge, Skills and Abilities

A candidate for this position should have knowledge of:

- Materials, methods, and current practices essential to the maintenance of town collection system and related structures.

Skill in:

- Ability to supervise a maintenance task or work site
- Safe and effective equipment, materials and vehicle operation techniques
- Proficiency with computer and web-based software

Collection Systems Lead Operator
Department of Public Works
February 27, 2023

**TOWN OF MONTAGUE
JOB DESCRIPTION**

And ability to:

- Read, interpret and explain maps and engineering plans, understand complex codes and regulations
- Follow directions and instruct others
- Maintain records and prepare reports
- Update computer based data systems

Tools and Equipment Used

Equipment operated includes trucks in excess of 26,001 lbs, light truck, automobile, heavy equipment, light equipment, pneumatic tools, power tools, hand tools and office machines.

Physical Requirements

The employee is frequently required to stand, walk, sit, speak, hear, use hands to operate equipment, and drive motor equipment during work hours. The employee regularly lifts or carries up to 60 pounds and occasionally lifts up to 100 pounds. Normal vision is required for this position.

Work Environment

Employee works at loud construction sites and is exposed to outdoor weather conditions, fumes and/or airborne particles, wastewater, moving mechanical parts and extremes of temperature constantly; high places, toxic and/or caustic chemicals, occasionally.

This job description does not constitute an employment agreement between the employer and employee, and is subject to change by the employer, as the needs of the employer and requirements of the job change.

Approved:

_____ Date _____
Town Administrator

_____ Date _____
Board Chair, if necessary

Collection Systems Lead Operator
Department of Public Works
February 27, 2023

ARPA Spending Strategy 02.13.2023

ARPA= American Rescue Plan Act of 2021

2,400,000 total available

Draft for Discussion Purposes

	Category	Project	Vote	Appropriation	Status	Funding leveraged
	Infrastructure/ Wastewater	Vactor truck		400,000	purchase complete	
	Infrastructure/Wastewater	Montague City Road Emergency Sewer Repair	11/1/2022	165,000	project complete	
	Infrastructure/Wastewater	Screw Pump Replacement		800,000	engineering in progress	USDA RD grant
	Infrastructure/Wastewater	Long Term Control Plan for wastewater collection		49,000	project complete	
Encumbered Projects	Infrastructure/ Wastewater	wastewater collection engineering assessment		72,000	project in process	\$150,000 in CWT grant
	Facilities	Main Branch Feasibility planning	12/19/2022	35,250	ON HOLD	Not needed if approved at STM 3/2/23
	Economic Development Recovery	Trash Receptacles	12/19/2022	15,000	project in process	
	Economic Development Recovery	Holiday lights		20,000	purchase in process	
	Economic Development Recovery	Winter Parking signs		10,000	purchase in process	
	Health	COVID Test Kits		18,450	purchase complete	
		total encumbered		1,584,700		
		ARPA Funds Remaining		815,300		
Reviewed favorably by Selectboard, but not yet encumbered	Economic Development Recovery	Avenue A Streetscape Design		50,000	Best guess. quote forthcoming	\$950,000 CDS Grant
	Health	Public Health Contingency		100,000	contingency	
	Planning	Village Center Business Recovery Strategy		120,000	* accounts for \$30,000 encumbered	
	Housing and Human Services	Development of Affordable Housing		150,000	proposed	Private/non-profit investment
		total funds discussed		420,000		
Potential Projects	Housing and Human Services	Social Services Gap funding (2 quarters)		\$40,000	ongoing programs	CDBG. Supports 4 current programs
	Facilities	Town Hall Annex Solar		200,000	rough quote	55 Kwh system. rebates available. electricity cost savings
	Facilities	DPW Roof Solar		700,000	rough quote	200 Kwh system rebates available. electricity cost savings
	Infrastructure/Roads	Industrial Blvd guardrail+ improvements		\$100,000	rough quote	ch90 offset
	Housing and Human Services	Town Hall parking lot repave and paint		\$200,000	best guess	will leverage affordable housing development at First St lot
	Facilities	message board signs		37,550	quote	
	Facilities	Montague Center Town Hall Improvements (windows or roof)		150,000	Best guess	potential 50% match for historic preservation. grant round march
	Facilities	Town Hall Annex Meeting Room and ADA Bathrooms		\$500,000	architectual feasibility	
	Facilities	Montague Center Park Improvements		\$200,000	Grant Application	\$272,000 PARC Grant- Apply June 2023, 2 yr cycle. grant round July
		total proposed		\$2,127,550		
		ARPA FUNDS AVAILABLE TO MONTAGUE		2,400,000		
		encumbered ARPA funds		1,584,700		
		remaining ARPA funds		815,300		
FY24 ATM Capital Articles	CWF	Rough Terrain Vehicle (RTV) with plow and sander		\$ 25,000		
	CWF	Septage Receiving Station Upgrade		\$ 264,000		
	CWF	Operations Building Boiler Replacement		\$ 113,419		
	DPW	Discretionary fund for large repairs and equipment		\$ 71,000		
	Selectboard	Town Hall Carpetting and Flooring Replacement		\$ 25,000		
	Parks and Recreation	Montague Center Park Improvements		\$ 400,000		
	Parks and Recreation	Unity Skatepark Lighting Project		\$ 66,000		
	EDIC	Demolish 38 Ave A Structure		\$50,000		
				\$ 1,014,419		



Board of Selectmen Town of Montague

1 Avenue A (413) 863-3200 xt. 108
Turners Falls, MA 01376 FAX: (413) 863-3231

Event Application for use of PESKEOMPSKUT PARK and MONTAGUE CENTER TOWN COMMON

Name of applicant MONTAGUE Community Band

Name of business/group sponsoring proposed event if applicable: N/A

If applicable, number of years your organization has been running this event in Montague? 130 yrs

Address 2 WALNUT ST TURNERS Falls MA 01376

Contact phone 413 522 4120

Contact email Sp. Corey @ Comcast. net

FID 04-3040886

Dates of proposed event OPEN Rehearsals: MAY 15, 22. June 5 and June 12
Concerts: June 19 + 26 Location: Peskeompskut Bandshell
JULY 10, 17, 24 + 31

Hours 7:00 pm - 8:30 pm Set Up: 6:15 p - 7 pm Clean Up: 8:30 p - 8:45 p

Approximate number of people expected to attend 70-100

What provisions will be made regarding clean up of site? Band members will clean

Will the proposed event be:

- Musical
- Theatrical
- Exhibitions
- Amusements
- Wedding
- Other _____

Fully & specifically describe content of the proposed exhibition, show and/or amusements:
First 4 Sessions Are open rehearsals held outside because of COVID concerns inviting anyone to sit in with us. Musical Content ranges from showtunes, marches + others. Concerts are Free, bandmembers are not paid. Opportunity to expose both musicians + audiences to A VARIETY OF music that they otherwise wouldn't be able to enjoy. This band has been in existence since 1892.

Fully & specifically describe the premises upon which the proposed event is to take place.

Peskeompskut band shell

Use back of form or attach a map of the premises indicating parking area(s), entertainment area(s), vendor area(s), location & number of toilets, location & number of garbage receptacles, garbage storage area, camping area(s), and location of first aid/medical stations.

N/A } Will vendors be selling:
 merchandise
 food/beverage
 alcohol
 other services _____

Fully & specifically describe the extent to which the event and/or premises would affect public safety, health, or order. If serving alcohol, indicate separate serving area, approved server i.e. TIPS trained. (separate license required to serve alcohol)

No alcohol, No vendors

Describe the appropriate level and nature of security and/or traffic control that would be needed and what provisions have been made.

Concerts will not effect traffic. Event attracts an older crowd, they bring lawn chairs.

What provisions will be made regarding first aid and emergency medical care?

The band includes a doctor, several Nurses + several 1st Responders

Are you also applying to place signs within Montague to advertise or give directions to your event? (See the Montague Building Inspector)

If so, at which locations?

Yes, 3 placed in Peskeompskut Park. one facing Avenue A, 1 facing 7th St, 1 facing 6th St

Attach a copy of your insurance policy or liability binder indicating a minimum policy of \$1Million Individual/\$2Million Group. In the past, we have been covered under the town's policy

I attest that to my knowledge the information provided in this application is accurate and not misleading.

Signature of applicant Susan Corey SUSAN COREY MANAGER
Date Feb 22, 2023

License fees:
Monday – Saturday = \$25.00 per day
Sunday = \$50.00

BOARD OF SELECTMEN – Approval

Date: _____

POLICE CHIEF - Approval / Comments
[Signature]

Date: 2-22-23

BOARD OF HEALTH – Approval / Comments

Date: _____