



Waterfield Lot Town of Winchester, MA Request for Proposals

Original

SUBMITTED TO:
Lisa Wong
Town Manager
Town of Winchester
71 Mt. Vernon Street, 2nd Fl.
Winchester, MA 01890

SUBMITTED BY:
Charlie Adams
Regional Vice President
Pennrose, LLC
50 Milk Street, 16th Floor
Boston, MA 02109

PENNRÖSE
Bricks & Mortar | Heart & Soul

Cover Letter

PENNROSE

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August 26, 2020

Lisa Wong, Town Manager
Town Hall
71 Mount Vernon Street, 2nd Floor
Winchester, MA 01890

Re: Winchester Response to Request for Proposals for Selection of Developer

Dear Ms. Wong,

Pennrose, LLC is pleased to submit to the Town of Winchester its proposal to redevelop the Waterfield Lot as a mixed income, mixed use site that will add to the vibrancy of your Town Center, reflect the nature and historic character of the community, and advance the public amenity and public art goals of the Winchester Cultural District Managing Partnership.

We believe that our approach reflects the goals, desires, and needs of the community to create affordable and workforce housing, and to serve a range of individuals and families that will support local businesses and take advantage of the benefits of living adjacent to commuter rail access. We look forward to working with you on how our proposed program and design scheme can be refined and improved. This will entail a community centered engagement process with neighborhood and community groups, Town Meeting, local organizations including the Chamber of Commerce and the Winchester Cultural District Managing Partnership, Town officials and other key stakeholders and interested parties. In particular, given the constraints of the site and the desires of the Town, we have focused on housing, and a commercial component that feels ideally suited to restaurant service. While the current proposal does not include space for the Chamber of Commerce based upon our understanding of the Town's priorities, we would very much like to engage the Chamber and see if there is an opportunity to incorporate them into the program as we work with the Town moving forward.

As a nationally recognized, award-winning developer of successful, high-quality affordable, workforce, and market rate housing with a New England office located in Boston, Pennrose is well positioned to help you achieve your goals. We have extensive experience collaborating with municipalities and non-profits to develop mixed-income housing and leverage multiple sources of funding. We are a private, full-service real estate development firm, which has itself, or through its principals or affiliates, been active in real estate development for over 40 years. During this time Pennrose has developed over 17,200 rental housing units, including over 4,500 units in the last 5 years alone, representing over \$1.3 billion in total development costs, all financed by a variety of public and private sources. Pennrose's portfolio includes more than 265 distinct developments in 16 states plus the District of Columbia and the U.S. Virgin Islands, the vast majority of which Pennrose continues to own and manage.

Pennrose would oversee and manage the development through its Boston office. I will be the primary contact throughout the development process. I have been involved in developing and financing mixed income rental housing for nearly 25 years. Supporting me in the Boston office will be Karmen Cheung, Rio Sacchetti, and Ryan Kiracofe, whose combined experience bring another 20 years of affordable housing experience to this development. My contact information is as follows:

Charlie Adams, Regional Vice President
Pennrose, LLC
50 Milk St, 16th Floor
Boston, MA 02109
cadams@pennrose.com / 857.415.4650

We are excited by this opportunity to work with the Town of Winchester to create a shared redevelopment vision for the Waterfield Lot. We would like to thank you for the opportunity to present our team's qualifications and are prepared to start work immediately. We look forward to the opportunity to speak with you further about this exciting development.

Please do not hesitate to reach out, should you have any further questions.

Respectfully submitted,



Charlie Adams,
Regional Vice President
Pennrose, LLC

Evaluation Criteria

Pennrose has created a program and development plan that responds to the criteria outlined in the RFP. Below is a summary of the evaluation criteria, how our proposal addresses those and whether we believe our proposal is highly advantageous in that category.

Evaluation Criteria	Score
1. Development meets the Town's affordable/mixed-income housing objectives for the Waterfield Lot as stated in this RFP.	<p>Highly Advantageous. Our unit mix meets the requirements to be considered highly advantageous, with over 50% of the units deed restricted. Our proposed unit mix includes 40 units, or 74% of the total units, restricted to households with incomes ranging from 30% to 120% of AMI (affordable + workforce). All units are rental.</p>
2. Development concept narrative and drawings demonstrate thoughtful consideration of the Waterfield site and are appropriate in scale and style for Town Center and its status as a National Historic District.	<p>Highly Advantageous. The proposed development program takes design cues from neighboring structures, complies with regulations as described in the Waterfield Block Planned Unit Development zoning and CBD zoning, and is designed to complement Winchester's historic Town Center architectural style. The structure's portion nearest to Waterfield Road is scaled and designed in a way that amplifies the traditional, town center atmosphere of the area, adding to its vibrancy, walkability, and character. Accordingly, we believe our development concept is highly advantageous under this RFP.</p>
3. Site layout integrates with the streetscape, the design of the new MBTA station, and existing limitations present on the site.	<p>Highly Advantageous. While completely avoiding built structures on either of the parcel's existing easements, the building's mass is sited in a way that celebrates visibility and walkability to the new MBTA Station. Rather than simply extend the existing street wall of Waterfield Road, the building is set slightly further back in order to provide a new pocket park, outdoor dining space, and intentional view corridors from the street and Common to the new station. Its active ground floor use and complementary façade treatment will make Waterfield Road a more pleasant environment for pedestrians.</p>
4. Proposed design meets the sustainability objectives for the site as stated in this RFP.	<p>Highly Advantageous. The proposed design fully meets the defined sustainability objectives and Winchester's updated Climate Action Plan. Per the zoning bylaw, the building will be eligible to achieve at least a LEED silver designation.</p> <p>Pennrose prides itself in building sustainable developments. We have extensive experience building to rigorous EnergyStar, Enterprise Green Communities, and Passive House standards. We are committed to building an all-electric structure at the Waterfield Lot, and implementing best-in-class sustainability features as listed in the Sustainability Plan section of this RFP response.</p>
5. Proposal provides sufficient parking for building residents, and addresses the loss of public parking.	<p>Highly Advantageous. Even with a 54-unit building located on a compact development site, we were able to create 52 parking spaces on the parcel. This includes 43 spaces as required by zoning regulations. The proposal is eligible for a parking requirement reduction of 30% due to its location within 800 feet of a transit station; if granted, the development could provide 31 spaces as required and provide the remaining 21 to the Town. In addition to the 21 spaces that can be used by the Town, our team is open to discussion regarding shared parking arrangements that benefit the town and local businesses.</p> <p>Our proposal will meet or exceed the required number of indoor and outdoor bicycle parking spaces. It is anticipated that the development's emphasis on walkability and transit access will attract residents who seek out a car-lite or car-less lifestyle, with fewer trips generated than average Winchester residents.</p>

Evaluation Criteria	Score
<p>6. Developer exhibits a willingness to work with the community and Town officials to refine the conceptual design</p>	<p>Highly Advantageous.</p> <p>As highlighted in our proposal, Pennrose has worked with over 80 towns and municipalities. In New England, all of our work has been on Town or Housing Authority land. Accordingly, we have extensive experience working with cities and town on creating a shared vision of development beginning with the conceptual design and throughout the development process. This involves a robust community process where we work with local organizations, neighborhood associations, and stakeholders to determine needs and desires. We then create a development program that reflects that community engagement process.</p> <p>In some of these situations, there are specific conflicts among various stakeholders that need to be addressed. Below are a couple of examples of such competing requirements.</p> <p>In Auburn, MA, Pennrose came up with a creative solution to address community concerns about parking lost for a new playground at Mary D. Stone, an affordable senior housing community in a former historic school building. Pennrose negotiated a shared parking arrangement that involved an easement on Town-owned land, allowing for Pennrose to build extra parking spaces adjacent to the development site. These spaces were handicap accessible where the previous spots used by the Town were not. In addition, Pennrose was able to create an additional accessible route from the Town owned parking lot that abutted the site, allowing for more users to get to the playground from the upper lot than could before development. In the end, the concerns that the Town had about lost parking were abated by the fact that Pennrose created an improved shared parking arrangement and made the site more accessible than it had been before.</p> <p>In Eastham, MA at the Village at Nauset Green development, the local Fire Department had concerns about their ability to access the site after the streets and parking had been laid out. Despite signing off on the plans, when the roads were built the Fire Department grew concerned about parking along the upper and lower loops and their ability to get their vehicles through the site. The department required Pennrose to relocate 19 parking spaces after the site had been fully laid out. Pennrose was able to accommodate this request by a creative rethinking of the parking program, expanding the parking lot for the community building, adding additional spots along the roadway, and creating a lot at the rear of the development alongside the adjacent wastewater treatment plant. The fire department was very pleased with this solution and we were able to expand parking at the community building – a result ultimately advantageous to all parties.</p>
<p>7. Development project incorporates the elements that enhance the Cultural District or provide other essential public amenities.</p>	<p>Highly Advantageous.</p> <p>Pennrose was excited to see that the Massachusetts Cultural Council designated Downtown Winchester as a Cultural District in 2019, “in recognition of the concentration and vitality of its artistic and cultural resources within the community.” For Pennrose, our developments are as much about placemaking as they are about shelter. A critical piece of placemaking is community and public art. We try to incorporate art and public amenities into our developments whenever feasible.</p> <p>For the Waterfield site, we believe our proposed program should be considered highly advantageous with respect to the public art and amenities we have incorporated into our plan.</p> <p>Our development plan includes a pocket park, public seating area with benches, and outdoor restaurant dining that can bring activity and an engaging public realm to the doorstep of the new MBTA station, extending Winchester Center’s street activity under the train bridge. Our team’s landscape architect, Crowley Cottrell, has proposed an inviting pocket park that includes new greenery, seating, lighting, and public art.</p> <p>If we are selected as your preferred developer, a key part of our community outreach process would be to engage the Winchester Cultural District Managing Partnership in guiding us to refine and enhance the public art and amenities spaces we have proposed here.</p>

Evaluation Criteria	Score
<p>8. Developer identifies anticipated traffic mitigation measures, including circulation and delivery access for abutters, and bicycle and pedestrian improvements.</p>	<p>Highly Advantageous</p> <p>In line with Winchester’s desire for “smart growth,” which includes transit-oriented development and improved pedestrian/bicyclist infrastructure, our proposal aims to minimize impacts on vehicle traffic by reducing the need for private car trips in Winchester Center.</p> <p>By improving the public realm with a new pocket park, active ground floor, and landscaping features, the proposal will amplify the pedestrian experience for all of Winchester Center.</p> <p>In addition to on-site improvements of the public realm, the development team can help advance off-site pedestrian and bicyclist-friendly improvements as well. These may include sidewalk improvements, new crosswalks, ADA-accessible ramps, and potential bike lanes, all of which are pieces of the Town’s strategy for improved walkability and bike-ability. The development can help set the Town up for success with MassWorks infrastructure grants, which depend upon the creation of new housing.</p> <p>Pennrose has retained Vanasse & Associates, a transportation engineering and planning firm, as traffic and transportation consultant for this proposal. While a full impact study will need to be conducted in concert with the MBTA and the Town, Vanasse & Associates’ work on several recent Winchester projects has given them a strong understanding of how local development affects vehicle traffic.</p> <p>Multi-family housing adjacent to public transportation is known to be among the lowest vehicle traffic-generating uses in any community. A preliminary analysis of suburban mid-rise rental housing standards found that in peak hours the proposed development would likely generate no more than 20 trips per hour – even before accounting for the impact of transit. In reality, the vehicle traffic impact caused by our development would “not be noticeable,” with peak hour trip generation in the low teens, according to the preliminary analysis.</p> <p>As discussed in a previous criterion, the proposed project will supply 52 automobile parking spaces, which may function best as shared parking assets. This strategy may involve rules that open empty residential parking spaces for use by local employees and patrons during mid-day hours. We are open to discussing ideal uses for all of the provided parking spaces.</p> <p>Delivery access for abutters will remain unchanged due to the preservation of the access easement.</p>

Evaluation Criteria	Score
<p>9. Developer outlines the proposed key terms of the land disposition and lease agreements.</p>	<p>Highly Advantageous.</p> <p>Upon selection, Pennrose would work with the Town on the terms of a Land Disposition Agreement (LDA). That agreement would include the baseline program with respect to number of units, unit mix, commercial space, as well as public and private amenities that would reflect our proposed program laid out here but revised based on any changes that the Town would like to see that Pennrose could accommodate. The LDA would lay out the roles and responsibilities of each party with Pennrose responsible for all development tasks including pre development funding, hiring of all third consultants and third parties necessary to design and construct the development (architect, engineer, general contractor, etc.). Pennrose would also commit to payment of a nominal amount to the Town to allow them to hire third party consultants to review architectural and financial plans if desired. The Town’s responsibilities would include help and support with organizing community events, facilitating any necessary Town Meeting and Select Board Approvals, and support before zoning and other permitting authorities. The LDA would specify the parameters of real estate tax assessments for the property, namely that assessment would be based on an income approach to allow for the provision of affordable units consistent with other mixed finance transactions throughout the state. The LDA would also lay out the terms of the actual disposition – and whenever it be fee simple or through a ground lease. Pennrose is open to discussion with the Town over its preferred form of land disposition. The LDA would specify the timeline for the project which would be tied to the project being able to successfully obtain state funding resources.</p> <p>In the event of a ground lease, Pennrose would request a minimum 75-year term to accommodate funders. An upfront ground lease payment would be negotiated with the Town. Most town owned properties seeking affordable units are conveyed with no or very minimal ground lease payments due to the fact that significant subsidies are already required to develop the property. For the Waterfield site would request such approach for the affordable units. However, we are proposing compensation to the Town for the market rate units. Our proposal includes an up-front payment of \$540,000. This assumption is based upon \$20,000 per non-LIHTC (market plus workforce) unit (27 units). The ground lease would have standard provisions showing Pennrose responsible for all costs and expenses of building, operating (including taxes) and maintaining the property and would delineate the easements and access points the Town needs to keep and maintain.</p>
<p>10. Proposal includes an initial pre-development timeline, which specifies zoning, permitting, and financing milestones.</p>	<p>Highly Advantageous.</p> <p>Pennrose and the assembled development team are highly experienced with all aspects of the pre-development process. We believe one of our competitive advantages is our ability to execute quickly and efficiently. This begins with being organized throughout the predevelopment process.</p> <p>Over the past four years, our New England office has successfully permitted 11 separate developments consisting of over 700 units. Most of the Massachusetts deals have been through a 40B process, which is an option in Winchester subject to discussions with the Town. Regardless, we have assembled a team that understands local zoning and is familiar with Winchester processes.</p> <p>Likewise, we are extremely familiar with and proficient at securing the financial resources detailed in our pro forma, having successfully assembled identical financing packages for 3 mixed-income deals in just the past 3 ½ years.</p> <p>Based upon that experience we have compiled a realistic timeline for this endeavor, from developer designation through community outreach, design, entitlements, and due diligence review, to financing, completion of construction, lease-up and stabilization.</p>

Evaluation Criteria	Score
<p>11. Development team includes details on their property management approach, including services to support low-income residents.</p>	<p>Highly Advantageous.</p> <p>Pennrose Management Company (PMC), a Pennrose-affiliated management entity with a staff of over 400 employees, manages mixed-income housing, conventional market rate housing, federally assisted housing including low-income housing tax credit, Section 8, and Public Housing, as well as commercial properties. PMC’s portfolio includes 9,000 units in 130 properties across 8 states and the District of Columbia.</p> <p>PMC’s client centered management approach is detailed further in this RFP. Integral to that work is a dedicated Supportive Services staff led by Director, Shannon Mowery whose background and resume are included in this proposal.</p> <p>PMC’s major objectives as a professional resident-centered property management agent are to:</p> <ol style="list-style-type: none"> 1. Employ sound business management and professional property management practices which ensure the preservation of the asset, optimal use of fiscal resources and safe, efficient and ethical operation of each property managed. 2. Coordinate the needs of residents along with those of our public and private partners in order to develop resources that will improve the quality of residents’/students’ lives. 3. Effect the meaningful involvement of residents in the management of the property.
<p>12. Developer specifies how noise, traffic, construction debris will be mitigated during the construction phase.</p>	<p>Highly Advantageous.</p> <p>NEI, our team’s general contractor, has provided a construction staging plan that details their long-standing approach to safety, communication, and the removal of construction waste and debris. Truck movements and heavy work on site will be scheduled to avoid noise and disturbances outside of standard working hours. The contractor will work closely with the MBTA to coordinate and minimize impacts during the ongoing commuter rail infrastructure upgrades.</p>

Request for Proposals - Waterfield Lot, Town of Winchester

1. THE DEVELOPER



THE GARRISON, NEW CASTLE, DE

1. The Developer

a. The name, address, e-mail address, and telephone number of the proposer, the name of any representative authorized to act on his/her/its behalf, the name and contact information of the person to which all correspondences should be addressed, and the names and primary responsibilities of each individual on the development team.

Charlie Adams, Regional Vice President for Pennrose, LLC is the primary contact for this endeavor. His contact information is below:

Charlie Adams, Regional Vice President, Pennrose, LLC
50 Milk Street, 16th Floor | Boston, MA 02109
E: Cadams@pennrose.com | T: 978.500.8038

Timothy Henkel, Principal and Senior Vice President for Pennrose, LLC is authorized to act on the firm's behalf. Resumes including primary responsibility for each individual have been included on the following pages.

b. If the proposer is not an individual doing business under his/her name, a description of the firm and status of the organization, and the jurisdictions in which it is registered to do business.

Pennrose is a full service developer, owner, and manager of mixed income multifamily housing. Pennrose is a registered Limited Liability Company and is authorized to do business the state of Massachusetts.



c. The nature of the entity to enter into the sale of the Property, and the borrower and guarantors of debt, if any.

The Ground Lessee, Project Owner, and Borrower will be a newly formed single purpose entity whose sole purpose will be to build, own, and operate the project. The to-be-formed entity will be either a limited liability company organized in Massachusetts with a Pennrose affiliate controlled by Pennrose, LLC, as a 0.01% owner and controlling Managing Member. The Managing Member will be owned by principals of Pennrose. A tax credit investor will be introduced into the partnership as a 99.99% Investor Member. Pennrose LLC and the Manager Member of the Borrower will act as Guarantors for the tax credit investment and debt.

d. Identification of all principals, partners, coventurers or sub-developers participating in the transaction, and the nature and share of participant's ownership in the project.

Pennrose would oversee and manage the development through its Boston Office, but can draw upon the resources available throughout the Pennrose organization, including other regional offices in Atlanta, Baltimore, Chattanooga, Cincinnati, and New York City, and its headquarters in Philadelphia. All of Pennrose's offices operate under the leadership of its principals: Richard K. Barnhart, Chairman and CEO; Mark H. Dambly, President; and Timothy I. Henkel, Principal and Senior Vice President. These principals lead the 59 development employees company wide.

e. Discussion of whether the Property developer will also be the property manager and if this is not the case, the legal and financial relationship between the entities.

Pennrose Management Company (PMC) is the proposed property manager for this project. PMC is the affiliate property manager of Pennrose, LLC. Although there is common ownership between the two firms, both firms operate independently in regards to legal and financial relationships.

1. THE DEVELOPER

f. Identification of the development team, such as architects, engineers, landscape designers, contractor, development consultants. Background information, including firm resumes and resumes for principals and employees expected to be assigned to the project, should be provided (if not already included in the RFQ)

Pennrose, LLC - Project Developer
The Architectural Team - Project Architect
NEI General Contracting - General Contractor
NITSCH Engineering - Civil Engineering
Crowley/Cottrell - Landscape Architect*
Pennrose Management Company - Property Manager
Klein Hornig - Tax Attorney
Blatman, Bobrowski & Haverty - Zoning and Local Attorney*
Vanasse & Associates, Inc. (VAI) - Traffic Engineer*
**Added Since RFQ Submission*

Pennrose, LLC is providing firm biographies and resumes for the new additions to the team on the following pages.

1. THE DEVELOPER

Crowley Cottrell

Landscape Architect

171 Milk Street, Boston, MA 02109

Contact: Michelle Crowley, Principal/Owner

Telephone: 617.338.8400



Crowley Cottrell, LLC is a partnership between Michelle Crowley and Naomi Cottrell, practitioners with decades of design and construction experience, who came together in 2011 to form a practice grounded in collaboration and creativity.

Our project experience is broad, including parks, campuses, cultural institutions, multi-family housing, historic properties and residences. We approach each design individually, working in close collaboration with the client, allied professionals, and stakeholders to unite design aspirations with the essential nature and histories of the site.

We believe well designed landscapes have the ability to positively affect the lives of the people who work, live, and play within them. Our mission is to bring clarity to complex sites to create beautiful, approachable landscapes for living. Our favorite projects are those that require the landscape to function on multiple levels and for varied constituents.

Crowley Cottrell is 100% female owned and is a certified Women-owned Business Enterprise (WBE). We hold professional licenses in MA, NY, CT, RI, NH and VT and are LEED AP.



The Baldwin, Londonderry, NH

1. THE DEVELOPER

MICHELLE CROWLEY

Principal/Owner, Crowley Cottrell, LLC | Role: Principal-In-Charge

Education: Master in Landscape Architecture, University of Pennsylvania
Experience: 9 years with the firm | 25 years in the industry



An award winning designer, Michelle began her career more than 25 years ago as a landscape contractor in Santa Fe, NM. She carries this practical perspective with her as she manages institutional and residential projects, weather designing fine wrought iron details for a garden or coordinating wetland reconstruction on a brownfield. Michelle is passionate about working collaboratively with clients and allied professionals to find efficient and elegant resolutions for ambitious visions and complex situations. Her down to earth style encourages all team members to bring their best thinking to the table to achieve transformations that ultimately feel both delightful and grounded.

RELEVANT EXPERIENCE



Ticcoma Green, Nantucket, MA

+4.3 Acres

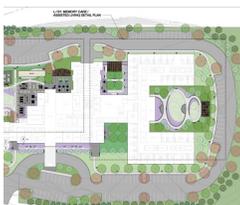
Ticcoma Green is designed to be a vibrant community village based on inclusivity and a sense of identity. Inspired by the vernacular of the typical Nantucket Houses of the late 18th century, the buildings reflect the principles of Nantucket design; simplicity, economy and visual refinement. The site design allows for a maximum of outdoor space to enable community interactions.



Scott's Grove, West Tisbury, MA

+1.6 Acres

This Island Housing Trust project provides much-needed workforce housing on Martha's Vineyard. Working together with builders and architects from the first brainstorming session was critical for the design of this environmentally sensitive development. The landscape goals of this sustainable development were to limit disturbance and removal of large trees, and enhance native landscape.



The Delany Senior Housing, Woburn, MA

+6.5 Acres

The Delany is a senior living development with buildings and associated courtyards for independent living, assisted living and memory care. We have completed a master plan for the development that incorporates outdoor cooling and dining, lawn games, exercise spaces, water features, gardening opportunities and quiet contemplation. Construction is scheduled to be completed by the fall of 2021.



The Baldwin, Londonderry, NH

+15 Acres

The site features an urban core with streetscape and entry plaza for drop-off, outdoor seating for restaurant and café, and a water feature. Other landscape spaces provide strolling paths through native meadow and tree plantings and a community park for active recreation (pickleball courts, dog run, bocce court, and raised vegetable beds) and a village green for community gatherings.

1. THE DEVELOPER

NAOMI COTTRELL

Principal/Owner, Crowley Cottrell, LLC | Role: Principal



Education: Master in Landscape Architecture, Harvard Graduate School of Design
Bachelor of Landscape Architecture, Clemson University
Bachelor of Arts, Architecture, Clemson University

Experience: 9 years with the firm | 25 years in the industry

With training in both Architecture and Landscape Architecture, Naomi blends her decades of experience in modernism and minimalism with her New England yankee roots to ground even her most playful projects in elegance and efficiency. She believes in the power of quality designed landscapes in all communities, and understands that the most important design principles apply as much for her high-end residential work as for her community driven projects. With years of experience leading public process, her charismatic personality helps her to connect with clients and communities to understand and realize their dreams for the site. Naomi has lead a number of projects recognized in publications and with awards, including two ASLA Honor Awards for residential work, a BSLA Merit Award for Excellence in Design of Parks and Recreation Facilities, and a BSLA Honor Award for Success with Limited Resources.

RELEVANT EXPERIENCE



Mary D. Stone and Julia Bancroft Schools, Auburn, MA

+6 Acres

The landscape for the adaptive reuse of this former public elementary school building into Senior Housing takes advantage of the existing public park amenities. Playground and ball field remain and a Community Terrace added along their edge, designed with shade, picnic tables, and benches to encourage the community to gather.



Hingham Woods, Auburn, MA

+6 Acres

: Hingham Woods was developed in the 1980s, with over 250 units nestled into clusters on approximately 75 acres. Since development, it has received minimal maintenance and no replanting. As team lead, we conducted a thorough master plan that surveyed nearly 800 trees, and outlined a long-term vision for refurbishing the landscape.



155 Live, Northampton, MA

+1 Acre

This residential development in Northampton includes a mixture of affordable and market-rate housing, with retail space on the first level, transforming the rundown building and site dominated by asphalt parking to an amenity for the whole community. The proposal provides a courtyard and lawn, open space for resident activities and events, and a continuation of the vibrant street life along Pleasant Street.



Orchard Cove, Canton, MA

+6 Acres

A landscape Master Plan was produced to guide improvements to the grounds of this 30-year-old thriving independent and enhanced care living facility. The plan outlines recommendations for how to enhance existing natural features of pond and woodland with accessible paths, boardwalks, and gathering places. The phased project improves building terraces, landings, and sidewalks.

1. THE DEVELOPER

Blatman, Bobrowski, & Haverty, LLC

Zoning and Local Attorney

9 Damonmill Square, Ste. 4A4, Concord, MA 01742

Contact: Paul J. Haverty, Partner

Telephone: 978.371.2226



Blatman, Bobrowski & Haverty, LLC, is a dynamic and growing small firm with a focus in Municipal Law, Real Estate, and Estate Planning. The firm is Special Town Counsel to dozens of municipalities at any given time. We also represent select private clients on land use, real estate and estate planning matters.

Located in Concord MA, the firm provides specialized services to public and private clients in the areas of Land Use Law, Energy and Environmental Law, Litigation, Real Estate Law, and Estate Planning. Our innovative strategies have helped our clients to embrace Smart Growth, expedited permitting, development of wind and solar energy installations, complex environmental challenges, enforcement of local bylaws, and other cutting edge issues.

Our attorneys are well equipped to advise both public and private sector clients. We have practiced before all courts of the Commonwealth, and our attorneys are admitted in State and Federal Courts. Our firm's attorneys have served in the public sector as members of Planning Boards, Zoning Boards and Affordable Housing Committees. We understand the field of Municipal Law from both sides, making us uniquely qualified to serve as trusted advisors and able litigators. The firm's private sector clients receive assistance with real estate transactions, permitting and development, and estate planning. We are a leader in the emerging field of Energy Law, aiding public and private sector clients with the development of solar and wind systems.

1. THE DEVELOPER

PAUL J. HAVERTY

Partner, Blatman, Bobrowski & Haverty, LLC | Role: Zoning and Local Attorney



Education: Juris Doctor, Suffolk University Law School
Bachelor of Arts, Salem State College

Experience: 3 years with the firm | 18 years in the industry

Paul J. Haverty is a Partner with the firm. His practice focuses on real estate and land development, with significant experience appearing before local zoning boards of appeals, planning boards, conservation commissions and other local permit granting authorities. Paul also has significant experience appearing before administrative bodies, trial courts and appellate courts involving land-use litigation. Paul specializes in permitting and litigation involving comprehensive permit projects pursuant to Massachusetts General Laws Chapter 40B and is recognized as one of the Commonwealth's leading figures on the subject. Paul also serves as a consultant through the Massachusetts Housing Partnership's 40B Technical Review Consultant program, providing assistance to zoning boards of appeals on comprehensive permit applications. Paul has also represented comprehensive permit applicants on numerous projects. Mr. Haverty holds degrees from Salem State College, where he graduated summa cum laude, and Suffolk University Law School, where he graduated magna cum laude. Previously, Mr. Haverty was a Senior Associate at Blatman, Bobrowski, Mead & Talerman, LLC, and an Associate at Regnante, Sterio & Osborne LLP in Wakefield, Massachusetts. Prior to entering private practice, Mr. Haverty served as a law clerk for the Honorable Karyn F. Scheier in the Massachusetts Land Court. Mr. Haverty has presented at multiple training sessions for the Massachusetts Citizen Planner Training Collaborative, providing training for planning and zoning board members of issues relating to Chapter 40B developments. Mr. Haverty is also the co-chair of the Citizens' Housing and Planning Association's ("CHAPA") Chapter 40B Training Committee. Mr. Haverty also served as a member of the Chelmsford Zoning Board of Appeals from 2008 to 2015, was a member of the Chelmsford Affordable Housing Plan Committee from 2009 to 2011, and was the Chairman of the Chelmsford Zoning Bylaw Review Committee from 2011 to 2014, and is an elected Town Meeting Representative in the Town of Chelmsford.

RELEVANT EXPERIENCE



Mary D. Stone and Julia Bancroft Schools, Auburn, MA

+117 Units

The Mary D. Stone School will be a 56-unit, senior, mixed-income, historic rehabilitation project in Auburn, MA. Similarly, the Julia Bancroft School will be a 61-unit, senior, mixed-income, historic rehabilitation project in Auburn, MA. Both projects were won through a competitive RFP process, one for each school, driven by the town of Auburn in 2015.



Rochester Crossroads, Rochester, MA

+208 Units

Located in a 40R Smart Growth Overlay District at the intersection of RT. 58 and Cranberry Highway (RT. 28) on the Rochester/Wareham town line, this project combines commercial and residential uses, creating both market-rate and affordable rental units with access to the GARTA bus route that services the local MBTA station.



Maritime Landing, Dennis, MA

+28 Homeownership Units

Maritime Landing is located on the land behind 601 Route 6A in Dennis Village. There will be 28 owner-occupied houses, 9 three-bedroom homes and 20 two-bedroom homes. Seven of these homes will be available for work-force housing: 2 three-bedroom homes selling for \$215,000 and 5 two bed-room homes selling for \$192,570.

1. THE DEVELOPER

Vanasse & Associates

Traffic Engineer

35 New England Bus Center Drive, Andover, MA 01810

Contact: Jeffery S. Dirk, PE, PTOE, FITE

Telephone: 978.474.8800



Vanasse & Associates, Inc. (VAI) is a New England based Transportation Planning and Engineering firm specializing in state and local permitting of private and institutional development projects and providing transportation services to cities and towns. Our expertise includes traffic impact analysis, transportation planning, traffic engineering, site feasibility studies, roadway design, traffic signal design, construction services, and expert witness court testimony. Today's complex and challenging projects require a team-based approach applying our technical expertise, process knowledge and extensive interface between clients, municipalities and state agencies as we lead our clients through the permitting process. Our goal at VAI is to efficiently move through project approvals and balance the needs of our clients, the communities, and the environment, while challenging our staff to grow and share with our success.

Traffic Signal Design

VAI's expertise in the specialized field of traffic signal design offers our clients a technical and technological resource. The design of an isolated traffic signal or a system of traffic signals begins with determining the need for the signal. This need can be the result of an existing capacity or safety concern, one that is created as a result of new development, or as part of a corridor improvement project. VAI's traffic engineers have a thorough understanding of State and Federal design guidelines and standards including the Manual of Uniform Traffic Control Devices (MUTCD) and Highway Capacity Manual (HCM) which are integral to the design and installation of traffic signal systems. This expertise is used in determining the need for traffic signals, and in developing signal layout, sequence and timing plans for an isolated signal or for a coordinated network of intersections. VAI considers all aspects of design when evaluating traffic signal systems, including the various users of the roadways (vehicles, bicycles, pedestrians), peak hours, event conditions, safety, and aesthetics. State of the art computer models assess traffic operations and use animation to assess pre- and post-signal installation conditions to support proposed designs and to illustrate existing and proposed conditions to the client, state and municipal staff; and to the public.

Construction Services

As part of the firm's comprehensive engineering services, VAI offers construction administration and observation services for highway, roadway and intersection improvement projects. This work is typically part of our total services and is contracted separately to both public and private sector clients. VAI's construction services include contract documents, pre-bid conferences, bid evaluation, shop drawing review, RFI response, construction observation, pay requisition review, final inspections, punch list review and project closeout reporting. The firm's inspectors are Registered Professional engineers and NICET certified.

1. THE DEVELOPER

JEFFREY S. DIRK, PE,

Vanasse & Associates | Role: Traffic Engineer and Transportation Planner

Education: Bachelor of Science, Civil Engineer, University of Massachusetts, Amherst

Experience: 28 years in the industry



Mr. Dirk is a Partner and a Senior Project Manager at Vanasse & Associates, Inc. with over 28-years of experience in the fields of Traffic Engineering, Transportation Planning and Expert Witness Testimony. He is a Fellow of the Institute of Transportation Engineers (FITE) and is a Registered Professional Engineer (P.E.) in the states of Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, and Virginia, and has been Certified as a Professional Traffic Operations Engineer (PTOE) by the Transportation Professional Certification Board, an affiliate of the Institute of Transportation Engineers (ITE). His responsibilities include the design and analysis of roadway, intersection, and interchange systems, and pedestrian and bicycle facilities, and the preparation and review of traffic impact studies, roadway and intersection design plans, and safety assessments for private and municipal clients.

RELEVANT LOCAL EXPERIENCE

River Street Residences, 19-35 River Street, Winchester, MA

+ Multifamily Residential

Winchester North Residences, 146 Street, Winchester, MA

+ Multifamily Residential

Schoolhouse Commons, 172 Woburn Street, Reading, MA

+ Multifamily Reuse

Reading Post Office Redevelopment, 136 Haven Street, Reading, MA

+ Senior Housing

Reading Village, 2 Prescott Street/39 Lincoln Street, Reading, MA

+ Transit-Oriented Residential

Princeton at Jefferson Station, Jefferson Road, Wilmington, MA

+ Transit-Oriented Residential

Wellesley Square Residences, Wellesley, MA

+ Transit-Oriented Residential

Wellesley Crossing Residences, 148 Weston Road, Wellesley, MA

+ Transit-Oriented Residential

1. THE DEVELOPER

g. A summary of first, the developer's and secondly, the development team's experience collectively and individually, with similar projects. Particular attention should be given to demonstrated experience with projects of a similar scale and complexity of site conditions, design and financing, as well as location. Proposer should demonstrate the ability to perform as proposed and to complete the project in a competent and timely manner, including the ability to pursue and carry out design, permitting, financing, construction, and marketing/unit absorption.

h. For each similar project identified, provide project name, location, project type, start date, projected completion date and actual date of completion, total development costs and key project people. Also indicate the total number of units, number of affordable and accessible units, 1, 2, and 3 bedroom units, rental vs. condo, and whether they are currently managed by the developer.

Charlie Adams, Regional Vice President for Pennrose, LLC will oversee and coordinate this endeavor. Mr. Adams will be assisted with the implementation and management of the project by Rio Sacchetti, a Developer with Pennrose, LLC. Mr. Adams has over 22 years of experience with real estate development and project management and Mr. Sacchetti has over 10 years of experience. Mr. Adams and Mr. Sacchetti are currently managing the developments of new housing communities in Eastham, MA, Meriden, CT, and Hartford, CT, totaling approximately 300 new residential units. Both Mr. Adams and Mr. Sacchetti are located at 50 Milk Street in Boston. Their resumes have been included in the RFQ.

This project management team will oversee all permitting and entitlements, design and engineering, budgeting and financing, new construction for the proposed development. Mr. Adams and Mr. Sacchetti understand the local suburban housing market and have experience successfully navigating housing developments through zoning and Massachusetts 40B regulations, MEPA, Massachusetts state agency and HUD financing programs, and both the state and federal Low Income Housing Tax Credit programs. Effective communication between developers and community stakeholders is an essential and ongoing activity for any real estate development but it is especially critical in a private public partnership. This Pennrose development team understands the importance of effective communications between the Town and the development team during all phases of the project. The project management team will maintain open, timely, and transparent communications with the Town and all key stakeholders in the community.

Pennrose, LLC submitted project examples of Meriden Commons, Wester Turner Residences, Sankofa Village I & II, Wynne Senior, Mary Taylor House, Village at Nauset Green, Village at Park River (F/K/A Westbrook Village), Mary D. Stone

& Julia Bancroft School, and Torrington Riverfront in the RFQ submission.

i. Information regarding any past, pending or threatened legal or administrative actions that could relate to the conduct of the Proposer, its principals, or any affiliates.

No. Pennrose does not have any past, pending or threatened legal or administrative actions that could relate to the conduct of the Proposer, its principals, or any affiliates.

j. Confirmation that no local, state or federal taxes are due and outstanding for the development team or any constituent thereof.

Pennrose, LLC can confirm that no local, state or federal taxes are due and outstanding for the development or any constituent thereof.

1. THE DEVELOPER

k. Provision of references for three completed projects, with contact names, titles, and current telephone numbers, who can provide information concerning the Proposer's experience with similar projects.

New England Development Partner References

Jacqueline W. Beebe, Town Administrator

Town of Eastham
(508).240.5900 ext. 211
jbeebe@eastham-ma.gov
Village at Nauset Green

Julie Jacobson, Town Manager

Town of Auburn
(508).832.7720
jjacobson@town.auburn.ma.us
Julia Bancroft & Mary D. Stone

Tim Coons, City Manager

City of Meriden
(203).630.4123
tcoon@meridenct.gov
Meriden Commons I & II

Mayor Elinor Carbone

City of Torrington
(860).489.2228
elinor_carbone@torringtonct.org
Torrington Riverfront Redevelopment

Pennrose References From Other Regions

John Nespoli, President & CEO

St. Luke's University Health Network
(610).776.4901
John.Nespoli@sluhn.org
West Turner Residences (F/K/A Sacred Heart)

Christopher Paladino, President

New Brunswick Development Corporation
(732).249.2220
cpaladino@devco.org
New Brunswick Performing Arts Center

1. THE DEVELOPER

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PREMIER RESIDENCES, NEW BRUNSWICK, NJ

2. Development Concept Narrative

a. Details on the proposed housing units, affordability levels, and accessibility, including the following information:

- A preliminary estimate of the total number of housing units to be provided
- The type of housing to be provided; rental vs. condominium ownership
- The proposed distribution of housing units by floor area size and number of bedrooms
- The distribution of income levels to be served, expressed as a percentage of the Boston AMI, including the percentage of housing units that will be priced at a market rate
- The number of units that will be accessible to people with mobility

Our experience with Winchester highlights it as a forward-looking, future-oriented community rooted in a traditional design, and a classic small-town New England fabric. It offers access to Greater Boston’s wealth of jobs, institutions, and culture, while remaining true to the charm and community atmosphere that make it special to so many. The Waterfield Lot represents a critical hole at the Town’s economic and cultural heart – an opportunity to allow more Winchester residents to share in this special community. The addition of mixed-use, mixed-income housing in Winchester Center will allow for residents of different life stages, income levels, and family types to share in all that the town has to offer, while adding their own support and vitality to Town Center businesses. Winchester’s RFP has set the tone, by calling for this diversity at the Town’s heart. Now, Winchester deserves a development that will deliver it, in an empowering and well-designed way.

Pennrose is excited to propose a 54-unit, mixed-income, mixed-use rental housing development for the important Waterfield Lot property. Our proposal meets Winchester’s acute need for new housing with a variety of bedroom types and income levels, in a manner that is consistent with the Town’s guidance and desires for its vibrant and active Town Center. Pennrose fully supports the Town’s efforts to proactively manage the flow of new housing, meeting its Subsidized Housing Inventory (“SHI”) goals, and taking initiative to create new market and affordable housing for its residents.

Our proposed development is designed to complement its surroundings while also maximizing site efficiency in order to produce an appropriate number of new homes. The proposed

building’s massing and location on the property control its impacts on the Town Center’s overall character, while also reaching forward to address Waterfield Road in a way that increases its vibrancy, public realm, and access to the rebuilt MBTA headhouse.

In working with our architect, The Architectural Team (“TAT”), we have designed a transit-oriented development with 54 units, shared common spaces, a roughly 2,000 square foot ground floor commercial space, and public open space. The development will include 26 1-bedroom units, 22 2-bedrooms, and 6 3-bedroom units. 27 of the building’s units will be designated affordable (50%), 13 workforce housing (24%), and 14 units will be offered at market rates (26%). Both the affordable units (up to 60% of AMI) and the workforce (up to 120% of AMI) will be income restricted – meaning a total of 74% will be income restricted and therefore Highly Advantageous against the RFP’s income mix criteria. The proposed unit mix and affordability tiers are intended to serve a range of households, including smaller units ideal for young professionals or older persons, and larger housing options for families. At Pennrose we’re proud that high-quality finishes are consistent throughout our projects; affordable, workforce, and market units will be indistinguishable and evenly distributed throughout the property. The proposed design meets applicable DHCD thresholds, and 100% of the units will count towards the Town’s Subsidized Housing Inventory. The design will meet or exceed all applicable accessibility codes, including Fair Housing Accessibility Guidelines, ADA, and the Massachusetts Architectural Access Board 521 CMR. In line with Massachusetts regulations, at least 5% of units will be designed as 521 CMR Group 2 units, with the remainder designed as Group 1 compliant. Group 2 units will be distributed evenly throughout the property.



2. DEVELOPMENT CONCEPT NARRATIVE



In order to best serve Winchester's acute need for diverse housing options, a local preference will be granted to municipal employees, local employees, and local residents to the greatest extent allowed by DHCD and Fair Housing laws through the initial unit lottery.

The proposed unit mix includes 1-bedroom and 1-bedroom-plus-den apartments with an average size of 776 square feet, 2-bedrooms averaging 967 square feet, and 3-bedroom units of 1,300 square feet on average. More than two-thirds (68%) of the proposal's affordable housing units are two- and three-bedroom homes. This unit mix was built to maximize the development's competitiveness against DHCD LIHTC selection criteria. We feel the proposed development should be highly competitive for a tax credit award, based upon measures including the financial viability of the project, the strength of the assembled development team, an appropriate total development cost, incorporation of sustainable development measures, a design with a focus on visibility and accessibility, a diverse unit mix including large family units, and an appropriate scope of construction.

The proposed program's housing units are 100% rental.

Pennrose has a long and well-documented track record of developments that reflect the unique wants and needs of the communities they serve. If selected to develop the site, our team will engage in a robust process of iterative feedback, working with the public, local stakeholders, neighborhood groups, and associations to create a plan that reflects Winchester's desires and culture.

b. Discussion of the physical plan and architectural character of the project and the various programmatic and physical elements of the development, including building scale, specifically total height and lot coverage. The following questions should be addressed in the proposal narrative and renderings:

- What will be done with the Town-owned Chamber of Commerce building?
- How will the existing easements influence the site layout?
- What measures will be taken to ensure that neighboring businesses retain access for deliveries?
- How will vehicle traffic enter, exit, and circulate within the site?
- Where will walkways and public amenities be located on the site?
- Will there be any active uses (commercial, cultural, etc.) on the ground floor of the building?
- How will people access the train station and Town Common from the site?
- What exterior materials and architectural details will be used and how will they integrate with Town Center?
- How does your proposal consider the previous design concepts for the Waterfield Lot? (see Appendix)
- What provisions will be made to ensure accessibility of housing units and common areas, in compliance with state and federal requirements?

Chamber of Commerce Building

The design and development team has reviewed the existing Chamber of Commerce building and has determined that its size, location, and proximity to the rail station and tracks make it undesirable for incorporation into the proposed development. Our design proposes to demolish the existing building in its entirety. The demolition of the Chamber of Commerce building will improve the arrangement of parking and site circulation and will also improve visibility and access to the new MBTA headhouse.

Treatment of Existing Easements

There are currently two easements associated with the site, the MWRA sewer easement and an access easement that is located adjacent to but off the subject property.

The MWRA sewer easement is 20' wide and cuts completely through the development parcel. Our proposed development keeps all built structures entirely out of the easement area. Parking, landscape and hardscape are proposed within the easement, but these elements can be removed as needed for emergency access in the future.

2. DEVELOPMENT CONCEPT NARRATIVE

The adjacent access easement will be maintained to allow access to the rear of the adjacent business for service. The existing access drive and associated curb cut on Waterfield Road will be maintained to allow vehicle deliveries and pick up.

Vehicle Entrance / Egress / Circulation

Primary vehicular access will be provided through the existing curb cut on Waterfield Road closest to the rail line. This will serve as the main entrance and egress point for the new development's residential and commercial users. The access easement and its existing drive and curb cut will remain and will serve as a secondary point of entrance and egress for the development and will also provide service access to the adjacent buildings.

Walkways and Public Amenities | Active Ground Floor Uses | Train Station & Town Common Access / Visibility

Development design studies always start with an examination of the site, its surroundings, its constraints, and its opportunities. In this case, the easements mentioned above create physical restrictions on the placement of proposed structures. The MWRA easement establishes a significant corridor through the site that limits the placement of proposed structures and eliminates the ability to build any meaningful mass along Waterfield Road. The MBTA station and its proposed upgrades establish a further constraint due to physical encroachment onto the development site as well as the station's access requirements.

Our proposed design solution takes advantage of these constraints and turns them into an opportunity for the creation of a better connected, more open, accessible, ground level pedestrian experience. As the two easements make building along the streetscape difficult, we propose to pull the mass back from the street and step up to the full building height. This does several things:

1. The stepped building massing is more compatible with the surroundings, with a 3-story portion closest to the street and the highest portion of the building set back, more hidden from view.
2. This allows for a pocket park to be located adjacent to the Waterfield Road sidewalk, across from the Town Common. The pocket park is directly adjacent to outdoor seating associated with the proposed ground floor commercial space intended to be a café, coffee shop or other small eating establishment offering both indoor and outdoor seating, as well as food and beverage options. This park and commercial space are ideally situated to serve the general public, the development's residents



and also MBTA users, creating a true public / private interface.

3. The proposed setback and reduced height provides an improved visual and physical connection to the new MBTA headhouse. The seating and landscaping treatment extend through the access drive aisle to the station, providing a contiguous outdoor zone that encourages activity and provides greater access for all of the development's users.

Other proposed ground floor building uses include the residential lobby, mail center, and resident amenity spaces. This program creates activity on the ground floor that will spill out to the exterior as residents access and interact with these spaces, further enlivening the site and the neighborhood.

Exterior Materials and Architectural Details

Exterior materials and detailing will be compatible with the surrounding fabric and the character of the CBD. Primary importance will be given to ground level and the roof line / silhouette. As previously noted, the massing is stepped both in height and in plan as the building reaches toward Waterfield Road. The exterior material palette will include a mix of masonry and wood shingles, while the ground floor will emphasize transparency in order to activate the site and provide a greater sense of public safety. Awnings and signage at the commercial space will bring the scale down to pedestrian level and create a welcoming public embrace.

Consideration of the Town's Previous Design Concepts

The RFP included two previous design concepts for consideration, one dated June 2014 and a second dated July 2018. We reviewed both schemes to understand the design strategy of each.

2. DEVELOPMENT CONCEPT NARRATIVE

The 2014 plan was much more ambitious than the scope of the current RFP. It included renovation / additions to several existing buildings that are not included in the RFP. It also built over the MWRA sewer easement with an arched entry to the development. This scheme was also physically attached to and designed in conjunction with the MBTA access. The access easement for the adjacent properties was not considered in the scheme. While we understand and appreciate the design elements included, this scheme does not seem to be in concert with many of the principles of the RFP.

The 2018 plan included a stand-alone building set back from surrounding streets and surrounding structures. While the proposed MBTA headhouse was not specifically included in this concept, it appears that it could be adapted to accommodate it. There appears to be a gesture towards providing some landscaped pedestrian connection to Waterfield Road. This design concept appears to follow the objectives of the RFP more closely.

While site constraints and evolved goals within the RFP mean that our proposal has some significant differences versus the 2014 and 2018 plans, it remains deeply rooted in the Town's design guidelines and the previous plans' design concepts. The proposed development embraces the idea of a "gateway building" to and from the MBTA station, with a smaller, mixed-use component reaching out to interact with Waterfield Road and the Common. The proposal hides parking spaces (excluding those on the easement) from view on the street, preserving the area's traditional commercial village feel. The parcel's importance as a "key corner" calls for "special architectural expression," which our proposal incorporates in a way that is both modern and familiar to Winchester.



Accessibility of Housing and Common Areas

The proposed development will meet or exceed all applicable accessibility codes including but not limited to:
Massachusetts Architectural Access Board 521 CMR
Fair Housing Accessibility Guidelines
Americans with Disabilities Act

A minimum of 5% of the units will be designed as 521 CMR Group 2 units, with the remainder designed as Group 1. The Group 2 units will be dispersed proportionally over the various unit types as required.

All common areas within the residential portions of the proposed development will be accessible as applicable. All public and commercial spaces as well as site areas will adhere to all accessibility requirements as well.

c. Description of all environmental sustainability and climate change mitigation features (and the team's relevant experience) of the building design and operating systems, including measures to:

- Significantly minimize, if not eliminate the use of fossil fuels and the associated greenhouse gas emissions (through measures such as heat pumps, on-site solar power generation, and features to promote the use of non-motorized transportation), and efficiently manage waste and water resources
- Experience of the architect in designing, and the developer in implementing, such approaches
- Description of specific features that would qualify the building for certification through a program such as LEED Gold or Platinum, Passive House, Enterprise Green Communities, etc.

Among the many admirable goals of Winchester's updated Climate Action Plan, the renewed focus on creating green buildings is a critical piece to improving the Town's (and region's) sustainability. Pennrose has been a consistent leader in creating sustainability-minded solutions in mixed-income housing – a field where other developers may historically have sacrificed cost in the name of deal feasibility. At Pennrose we're proud of our commitment to financial, social, and environmental sustainability in all of our developments. We have significant experience and expertise in designing energy efficient developments, green building concepts, the U.S. Green Building Council's LEED® certification, and the Enterprise Community Partners' Green Communities certification. Our development team recognizes that sustainable development produces fundamentally better buildings and communities that are more comfortable, more efficient, more appealing, and ultimately more affordable. Therefore, we strive to incorporate resource-efficient and environmentally responsive designs into our development projects. We focus

2. DEVELOPMENT CONCEPT NARRATIVE

on incorporating into everyday systems simple, elegant changes that are long-lived, easy to maintain, and offer state-of-the-art performance. Our approach is three-fold with specific objectives as follows:

Environmental

- Avoid any negative impact of development upon the environment
- Conserve natural resources through sustainable land use
- Minimize waste and prevention of pollution
- Comply with environmental regulations
- Use of recyclable materials whenever possible
- Reduce storm water discharge into municipal sewer systems by promoting groundwater recharge
- Use of sealing, flashing and drainage systems to prevent moisture penetration
- Upgrading of ventilation systems to control indoor moisture that creates molds

Economic

- Create mixed-use residential areas that preserve open space
- Minimize development impact upon existing storm water systems
- Reduce water consumption by employing rain gardens to retain water stores for use by residents
- Design well insulated homes that require less fuel consumption

Social

- Promote active involvement of residents & citizens through open, inclusive public outreach efforts
- Create sustainable communities that are considerate of local values
- Create and maintain safe, clean neighborhoods with recreational facilities for all
- Provide efficient infrastructure (water, sewer, etc.) that minimizes environmental hazards
- Allow broad public access through bike and pedestrian paths
- De-emphasize the automobile with pedestrian-friendly designs that encourage people to be out in their community

At the Waterfield Lot, Pennrose is committed to building an all-electric structure, at standards that are at least LEED-Silver eligible. Sustainability features that may be applied in the proposed building and that have been used in other recent Pennrose initiatives include:

- R-5 continuous exterior insulation
- R-21 high-density wall cavity insulation

- Spray foam roof cavity and rim joist insulation
- ENERGY STAR (U-0.29)-certified windows
- 19 SEER/10 HSPF Inverter-driven heat pump heating and cooling systems for dwelling units
- ENERGY STAR qualified bathroom and kitchen exhaust fans
- ENERGY STAR qualified heat pumps for common area space conditioning with ASHRAE-mandated outside air recharge
- ENERGY STAR qualified appliances (refrigerators, dishwashers, clothes washers, hotwater heaters)
- 0.95 EF condensing natural gas central hot water heating system
- R-10 slab edge insulation
- R-10 exterior foundation wall insulation
- 100% LED lighting in dwellings, common areas, back of house spaces and exterior
- Occupancy sensors for lighting in all common areas and back of house spaces
- Photocell control of all exterior lighting
- Low-VOC paints, primers, sealants and adhesives
- Recycling of construction waste
- FloorScore-certified resilient flooring and Green Label certified carpeting

d. Construction staging plan and discussion of construction impacts, including but not limited to how the project will be managed to limit impact on neighbors - in particular noise and traffic during the construction period;

Pre-Construction

The Contractor will meet with the Town Officials to review construction procedures and to finalize all details of this CMP plan prior to any work beginning on-site. Two weeks prior to mobilization of any subcontractor the Project Manager and onsite Foreman are required to attend a preconstruction meeting. At this meeting the subcontractor's personnel will review, along with other topics, these key project specific items to ensure a successful project for all trades. These key specifics are as follows:

1. Subcontractor orientation of the project (work hours, truck routes, parking etc.)
2. Specific scope of work is reviewed for content and execution.
3. The project schedule is reviewed for complete acceptance and understanding of expectations and project phasing logic.
4. Safety and housekeeping requirements.

2. DEVELOPMENT CONCEPT NARRATIVE

Perimeter Protection/Public Safety

The Contractor will work to ensure the staging areas minimize impact to pedestrian and vehicular flow. Secure fencing and barricades will be used to isolate construction areas from pedestrian traffic around the site. In addition, sidewalk areas and walkways near construction activities will be well marked to protect pedestrians and ensure their safety. Proper signage as required by the approved site use plan will be installed and regularly updated as site conditions change during the construction process.

Police detail officers are not anticipated but will be provided during all construction activities if required to facilitate traffic flow and pedestrian safety. Construction procedures will be designed to meet all Occupational Safety and Health Administration (OSHA) safety standards for specific site construction activity.

The Waterfield Road sidewalk may be interrupted for periods of time during the construction process. NEI will schedule all interruptions with the Town of Winchester and ensure proper signage and rerouting/detours are in place prior to the interruption.

The site perimeter and protections will be coordinated with the MBTA's future construction development.

Safety on Site

All subcontractors working on site shall provide and maintain all safety measures, procedures, and documentation as required by governing agencies. The jobsite will be partially enclosed by temporary fencing and the building will be secured as soon as practicable. Prior to the start of work by any subcontractor a Hazardous Risk Assessment Plan is reviewed. During this review all potential hazardous work requirements and the safety plans required to mitigate these risks are confirmed).

Construction procedures will be designed to meet all Occupational Safety and Health Administration (OSHA) safety standards for specific site construction activities. With the support of the contractor, all subcontractors will implement and manage their own Health and Safety program for the project. All site personnel will be subject to follow the safety orientation and identification guidelines and processes established by the contractor.

Access to the site for emergency vehicles will be maintained at all times with a dedicated and marked point of access. All other site points of access will be maintained for a secondary access as needed. The proposed site logistic and traffic plans are designed to isolate the construction while providing safe access for pedestrians and automobiles during normal day to day activities and emergencies.

Signage and Distribution of Information

Signage will direct pedestrians around the site as well as direct truck traffic and deliveries. Proper signage will be placed at every corner of the site as well as in those areas that may be confusing to pedestrians and automobile traffic. Construction and regulatory signage shall be provided as shown on the CMP.

The construction site shall have a sign installed that shall list the name of construction company/general contractor, and their contact information including the phone number. This sign shall be clearly visible to enable the public to call with any questions or concerns.

Material Handling/Construction Waste

The contractor will take an active role in regard to the processing and recycling of construction waste and will have in-place a Construction Waste Management Plan (CWMP) for the project. The CWMP will require the contractor to contract with a licensed waste hauler that has off-site sorting capabilities. All construction debris will be taken off site by the waste hauler, sorted as either recycled debris or waste debris and sent to the proper recycling center or waste facility. Construction debris shall be wetted and covered to minimize air born dust particles.

During site development activities, it is anticipated that on-site refueling of machinery will be required. The site contractor will obtain the necessary onsite refueling permit prior to commencing site development activities. Fuel will likely be needed for temporary heat on the interior of the buildings and/or the exterior façade and the appropriate permits/inspections will be obtained from the plumbing inspector and fire department.

Dumpsters will be located within the construction staging area. Dumpsters will be secured with odor and dust control measures and will have proper Fire Department permits. Dumpster pick-ups to be done during normal construction hours and will avoid peak traffic periods. Loading and unloading of the dumpsters will take place within the proposed fence areas.

Emergency Vehicle Access

Access to the site for emergency vehicles will be maintained at all times. The proposed staging plan is designed to isolate the construction while providing safe access for pedestrians and automobiles during normal day to day activities and emergencies.

2. DEVELOPMENT CONCEPT NARRATIVE

All construction material delivery trucks will be loaded and unloaded inside the construction fence throughout the course of the project. Trucks and equipment will follow the designated truck route and be staged at the designated areas on the site use plan.

Utility Connections

There will be multiple utility connections on this project and Waterfield Street. All utility connections will require coordination with each respective utility company and Town. A coordination meeting will be conducted the respective utility companies and Town of Winchester to finalize connection locations.

Truck Movements During Construction

Trucks are needed for material removal and delivery to and from the site as the project proceeds. Truck traffic related to this construction site shall vary considerably throughout the construction period. The impact of construction trucks in the evening peak hour is expected to be insignificant as most deliveries will be completed prior to the end of the typical work day (3:30 PM).

Trucks coming to and from the site are required to use major arterial roadways and not local streets. The selection of proposed truck routes is based on the following criteria:

- Minimizing truck activity in the residential neighborhoods;
- Designating specific roads where trucks are permitted; and
- Providing access to and from the major arteries
- A detailed Truck Routing Plan is provided and the individual truck maneuvers for entering and exiting the site and will be carefully created and coordinated with the Town of Winchester.



The Garrison, New Castle, DE

Dust Control

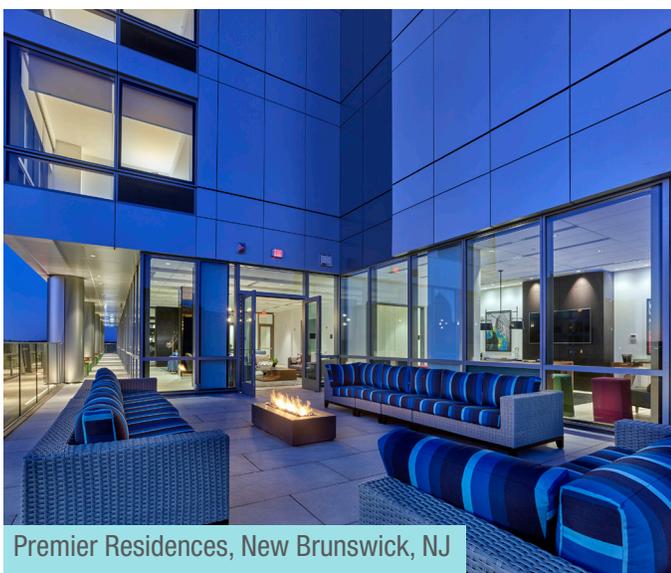
Construction activities generate fugitive dust that will result in localized increases in airborne particulate levels. To reduce emissions of fugitive dust and minimize impacts on the local environment, strictly enforced mitigation measures will be employed, including:

- Wetting agents will be used regularly to control and suppress dust that may come from construction activities.
- Trucks used for the transportation of construction debris will be covered before exiting the project site.
- Streets and sidewalks will be cleaned as required using mechanical street sweepers to minimize accumulations.
- Trucks tires shall be hosed down prior to entering public streets during inclement weather or when the site is not stable leading to tracking of mud to the public streets

Rodent Control

In order to control the potential for infestation, NEI will enforce the requirements established under the Massachusetts State Sanitary Code, Chapter 11, 105 CMR 410.550 and the State Building Code, Section 108.6 established that extermination of rodents shall be required for issuance of permits for demolition, excavation, foundation and basement rehabilitation.

NEI will implement a rodent control program to be administered by a licensed pest control contractor. Rodent control measures will be in-place prior to, during, and following construction activities. The program will include performance of extermination and control procedures on an as needed basis, and the placement of tamper resistant bait boxes around the perimeter of the site.



Premier Residences, New Brunswick, NJ

2. DEVELOPMENT CONCEPT NARRATIVE

Noise & Odor Control

A significant effort will be made to minimize the noise impact of the Project's construction activities. Mitigation measures to be undertaken will include:

- Using mufflers on equipment and ongoing maintenance of intake and exhaust mufflers.
- Use of low sulfur fuels.
- Using less noisy specific construction operations and techniques where feasible (e.g., mixing concrete off-site instead of on-site.)
- Scheduling equipment operations to keep average levels low, to synchronize noisiest operations with times of highest ambient levels, and to maintain relatively uniform noise levels.
- Turning off idling equipment.
- Utilize saw-cutting methods in lieu of jack hammering where feasible.
- Use of a mobile crane for steel erection will reduce street noise associated with truck-mounted equipment, where practical. Possible off hours loading only of the project to reduce traffic during the day

Site Dewatering

Site dewatering is expected to be limited and will be in accordance with the applicable stormwater pollution prevention plan (SWPPP) or National Pollutant Discharge Elimination System (NPDES) requirements for sedimentation control. Groundwater levels will be monitored during the construction process.

Emergency Contacts

A 24-hour emergency contact list will be provided to all parties involved in the project prior to start of construction and maintained throughout construction.

e. Discussion of how the Developer will address existing site constraints, including the MWRA easement, MBTA construction, and parking and abutter access issues related to the current easement on property owned by the Waterfield Realty Trust. Questions regarding the MWRA easement can be directed to: Kevin.McKenna@mwra.com;

The proposed development program is shaped not only by the parcel's unique geometry, but also by the two easements that cut through the site. Our proposal keeps all built structures entirely out of both easement areas, instead proposing parking, landscape elements, and hardscape for these spaces. These components can easily be removed and/or reconfigured as needed for emergency access in

the future. The abutter access easement for the property owned by Waterfield Realty Trust is preserved in its entirety. Both curb cuts – one for the primary site and MBTA station entrance/egress, one for the abutter entrance/egress – will be maintained.

f. Description of how parking on the site will be accessed, and how abutters will maintain access for deliveries and drop-offs at the rear of the neighboring businesses;

Parking on the site will be accessed via the primary existing on-property curb cut, near the new MBTA station headhouse off Waterfield Road. Vehicle circulation extends around the structure's southern face to additional surface level parking, some of which will be partially tucked under the building's second floor. Vehicles may use the secondary entrance/egress, through the "abutter easement" onto Waterfield Road. Businesses in the abutting commercial structures will continue to enjoy their existing access for deliveries and drop-offs via the abutter easement.

g. Details on potential impacts on traffic associated with the proposed development, including mitigation measures, and proposals to improve bicycle and pedestrian connectivity around the site, including an assessment of the feasibility of providing pedestrian access to the Town Common;

As one of Winchester's stated goals for its Center Business District zoning is "smart growth," the proposed project seeks to encourage pedestrian, bicycle, and transit riders with a safe environment, best-in-class infrastructure, and welcoming public spaces. The proposed pocket park, active ground floor use, outdoor seating, and landscape treatments will add to the pedestrian experience for all of Winchester Center. By extending landscaping design and seating through the access drive aisle to the MBTA station, the proposal makes clear to vehicle drivers that they are entering a shared multi-modal zone, welcoming to pedestrians and bicyclists.

While the site enjoys tremendous access to the adjacent Town Common, today pedestrians (including those exiting the train station) lack a crosswalk across Waterfield Road that would allow them safe access. In line with the design guidelines shown in the Waterfield PUD Zoning Bylaw and the 2014 site study, our team strongly encourages the implementation of a crosswalk across Waterfield Road from the site to the Town Common adjacent to Laraway Road.

A new crosswalk can serve as one of several improvements to the pedestrian and bicyclist experience that the proposed project can unlock for Winchester. Improved sidewalks,

2. DEVELOPMENT CONCEPT NARRATIVE

crossings, ADA-accessible ramps, rapid flashing beacons for crosswalks, and potential bike lanes are all pieces of the Town's strategy for improved walkability and bike-ability. These are ideas that the development team could help advance in cooperation with the Town. MassWorks grants, which offer funding for infrastructure programs like pedestrian improvements, are tied to housing creation – especially transit-oriented housing. The Pennrose team's proposal is in the “sweet spot” for unlocking a MassWorks grant in Winchester, as it:

- adds mixed-use, transit-oriented housing,
- offers an improved pedestrian/bicyclist realm including a pocket park and bike storage, and
- provides a sufficient but limited vehicle parking program.

These are consistent with Winchester's stated economic development and design-focused goals for the CBD area.

Pennrose has retained Vanasse & Associates, a transportation engineering and planning firm, as traffic and transportation consultant for this proposal. Our team is committed to engaging with the MBTA, abutting businesses, and the Town to fully understand vehicular traffic impacts, especially in light of the ongoing MBTA Commuter Rail capital projects. Vanasse & Associates have worked on several recent developments in Winchester, and are familiar with the Town's push to minimize traffic impacts while advancing its pedestrian and bicycle infrastructure. It is known that multi-family housing adjacent to public transportation is among the lowest vehicle traffic-generating uses in any community. A preliminary analysis of suburban mid-rise rental housing standards found that in peak hours the proposed development would likely generate no more than 20 trips – even before accounting for the impact of transit. In reality, the vehicle traffic impact caused by the development would “not be noticeable,” with peak hour trip generation in the low teens, according to the preliminary analysis.

The proposed project will supply 52 automobile parking spaces - more than the required amount (43 spaces). The requirement is eligible for a further reduction to 31 spaces, as the project is less than 800 feet from a transit station.

We would like to explore a reduction to provide more parking opportunities on the site for local businesses. In addition to providing spaces to the Town, we view the development's parking as an ideal space for a shared parking strategy. This may involve rules that open empty residential parking spaces for use by local employees and patrons during mid-day hours. We are open to discussing ideal uses for all of the provided parking spaces.

That said, we view the proposal's emphasis on pedestrian and bicycle infrastructure as a means of attracting residents who seek a “car-lite” lifestyle, and of encouraging residents to spend their dollars locally. Community members that make more of their trips on foot, by bike, or on public transportation are far more likely to shop, eat, and recreate near home. In the case of Winchester Center, this will mean better support for local businesses, more vibrant streets and public spaces, and a greater level of environmental sustainability. Through the use of creative marketing, a limited supply of parking spaces, and potential incentives to use public transportation, we anticipate that the proposed development will attract residents that generate far less demand for car use and storage than the Winchester average.

h. Project financing

- Sources and uses of funds
- Construction estimate
- For rental: 20-year operating Pro-Forma
- For condominiums: First-year condo budget
- Pre-development budget
- For Tax Credit projects: tax credit calculation
- Evidence of developer's financial capacity to cover equity requirements
- Pre-commitment letter(s) or letter(s) of interest from construction and permanent lenders and investors (if proposing to use low income housing tax credits)

Sources and uses, construction estimate, for rental 20 year operating Pro-Forma, Pre development Budget, Tax Credit Calculation, and Pre-Commitment letters have been included at the end of this section.

Pennrose is widely recognized in the industry as a leader in the creative utilization of multiple sources of financing to facilitate all of our developments. With regularity, we combine as many as four or more sources of investor equity, private loans and mortgage financing, and various federal, state, and local funding programs. In the current equity environment, our ability to leverage multiple sources of financing is even more critical to the success of our developments. The strength of our financial relationships and the depth of our experience allow us to tailor development financing to meet the needs of even the most challenging development.

We recognize that remaining on the cutting edge requires constant adaptation to innovations and changes in the development funding and strong relationships with government agencies and financial partners. With over 40 years in business and having a combined development experience of more than a century, we have collected a base

2. DEVELOPMENT CONCEPT NARRATIVE

of knowledge from which to draw great strength in working within the complex context of today's financial markets. Pennrose's team approach provides us with the capacity to ensure that a well-crafted thorough financing package is assembled for every project we undertake. This flexible and committed approach will enable us to assemble and secure the most suitable combination of funds with which to achieve the proposed development.

Pennrose has the substantial net worth, liquidity and financial systems necessary to undertake numerous large development projects. Pennrose is recognized for its ability to successfully execute difficult financing structures, multi-phase master-planned redevelopments, and to leverage its financing expertise with its public finance proficiency. Recognizing that financial capacity is tied to the developer's ongoing ability to secure new projects, Pennrose maintains a robust pipeline of developments. In addition to a strong balance sheet, Pennrose has a \$20 million line of credit with a major U.S. bank, which allows us to operate multiple development projects fluidly.

Pennrose has strong relationships with banks that can provide credit facility and predevelopment expenses. Pennrose also has access to equity and debt through national syndicators and lenders, including Hunt Capital Partners, Bank of America, Hudson Housing Capital, Fulton Bank, and Wells Fargo.

While building quality housing is an important component of any redevelopment strategy, the success of a complex planning effort hinges upon the ability to develop public and private sector partnerships to raise the funds that are necessary to rebuild the physical, social, and economic infrastructure of the properties and surrounding community. This is particularly true in a mixed-finance redevelopment effort.

Pennrose has consistently demonstrated its ability to deliver excellent results on an array of projects with a diverse variety of team members, partners, and public agencies. Pennrose has closed nearly 100 mixed-finance transactions. All of these projects included combinations of tax credit equity, state and local sources of funding, and federal sources, such as HOME or CDBG. Pennrose has considerable experience blending these sources with other sources such as Tax Increment Financing (TIF), Tax-Exempt Bonds, New Market Tax Credits, private debt, and Affordable Housing Program funds from Federal Home Loan Bank bonds.

Pennrose's approach to development begins with a deep understanding of a community's wants and needs – and only then turns to financing. The proposed development is rooted

in Winchester's stated goals: economic development, diverse housing options, and an even more vibrant Town Center. From this starting point, Pennrose's expertise in layering federal, state, and local subsidies with private financing helps to build a complex but achievable capital stack.

In a high-cost market where public resources are stretched thin, controlling costs is another critical component of the mixed-income development process. Pennrose is well-versed in cost-effective construction strategies, working with our architects, engineers, and contractor to build high quality homes that are effective, durable, and attractive.

Pennrose is widely recognized in the real estate industry as a leader in the creative use of diverse financing sources that make our developments a reality. Our projects depend upon our ability combine multiple sources of equity, loans, and various federal, state, and local funding programs. Securing financing that makes fulfilling a community's vision possible is a complex process – a process we view through the lens of execution.

The proposed development will be a vibrant, mixed-use, mixed-income piece of Winchester Center, financed by an assemblage of:

Conventional First Mortgage and Construction Loan

Pennrose has strong, long-standing relationships with banks that can provide credit facility and debt products, including large firms like Bank of America, Capital One, Citibank, and Wells Fargo. The development's construction loan would be paid down at stabilization and paid off with the conventional first mortgage. Financing assumptions in this submission are based upon Pennrose's experience in New England and recent conversations with multiple lenders.

Federal & Massachusetts 9% Low Income Housing Tax Credit (LIHTC) Equity

Pennrose will apply for Federal and State LIHTCs via Massachusetts' Department of Housing and Community Development (DHCD). Our team has INSERT CLAIM ABOUT TALKING TO CAIT RACER? Given the scale, quality, and strong location of our proposal for Winchester's Waterfield Lot, we feel it should be highly competitive for a tax credit award; our development budget assumes roughly \$920,000 in Federal LIHTC equity and \$1,000,000 from the State.

Pennrose is consistently ranked by trade publications as one of the top five mixed-income housing developers in the country. This standing translates into high levels of interest from tax credit investors – dozens of firms, including TD Bank,

2. DEVELOPMENT CONCEPT NARRATIVE

JP Morgan Chase, Wells Fargo, and others have been repeat buyers of Pennrose-facilitated tax credit equity. After receiving a tax credit allocation for the PROJECT NAME, Pennrose will conduct a competitive bidding process to sell the credits to the highest bidder, thus maximizing the equity that can be used to fund the project.

Mass DHCD Sources - HOME Funds, Affordable Housing Trust, Housing Stabilization Fund

In addition to LIHTCs, Mass DHCD administers a number of federal funding sources for affordable and mixed-income housing, about which Pennrose has reached out to DHCD staff. Based upon DHCD's most recent Notice of Funding Availability (NOFA) and conversations with DHCD staff, this development budget assumes \$990,000 in HOME Funds, \$1,000,000 in Housing Stabilization Funds, and \$1,000,000 from the Affordable Housing Trust Fund.

i. Outline of the proposed terms of the Land Disposition Agreement, including the amount of any reimbursement that will be provided for the use of Town-owned land;

Upon selection, Pennrose would work with the Town on the terms of a Land Disposition Agreement. That agreement would include the baseline program (number of units, unit mix, commercial space, public and private amenities), revised based upon any changes that the Town would like to see that Pennrose could accommodate. The LDA would lay out the roles and responsibilities of each party, with Pennrose responsible for all development tasks including pre-development funding, hiring of all third-party consultants and parties necessary to design and construct the development (architect, engineer, general contractor, etc.). Pennrose would also commit to payment of a nominal amount to the Town to allow them to hire their own third-party consultants to review architectural and financial plans if desired. The Town's responsibilities would include help and support with organizing community events, facilitating any necessary Town Meeting and Select Board Approvals, and support before zoning and other permitting authorities. The LDA would specify the parameters of real estate tax assessments for the property - namely that assessment would be based upon an income approach, consistent with the approach taken throughout the state to make affordable units more feasible. The LDA would specify the timeline for the project, which would be tied to a successful application for state funding resources.

The LDA would also lay out the terms of the actual disposition, and whether it would be fee simple or through a

ground lease. Pennrose is open to discussion with the Town over its preferred form of land disposition.

In the event of a ground lease, Pennrose would request a minimum 75-year term to accommodate funders. An upfront ground lease payment would be negotiated with the Town. Most town-owned properties seeking affordable units are conveyed with no or very minimal ground lease payments due to the fact that significant subsidies are already required to develop the property. For the Waterfield site Pennrose would request such an approach for the affordable units. However, we are proposing compensation to the Town for the market rate units.

Whether eventual land disposition would be through a ground lease or a fee simple arrangement, our proposal includes an up-front payment of \$540,000. This assumption is based upon \$20,000 per non-LIHTC (market plus workforce) unit (27 units). A ground lease would have standard provisions detailing Pennrose's responsibility for all costs and expenses of building, operating (including taxes) and maintaining the property, and would delineate the easements and access points the Town needs to keep and maintain.

Sources and Uses

Name: Winchester Waterfield Lot

Location: Winchester, MA

Development Budget - Winchester Waterfield Lot

Sources	
Permanent Loan	7,247,000
Federal LIHTC Equity	8,279,172
State LIHTC Equity	4,000,000
HOME, AHTF, Housing Stabilization Fund	2,990,000
Deferred Developer Fee	211,000
Total Sources	22,727,172

Uses	
Hard Costs	16,032,592
Hard Cost Contingency	801,630
Architecture & Engineering	801,630
Legal / Title & Insurance / Accounting	350,000
Marketing	250,000
Financing Fees & Interest	472,470
Fees + Reserves	430,728
Acquisition	540,000
Developer Fee & Overhead	2,120,798
Other Soft Costs	927,324
Total Uses	22,727,172

LIHTC Calculation

LIHTC Calculation - Winchester Waterfield RFP

Deal Type	9% Deal
Construction Costs	\$ 16,834,222
Eligible Soft Costs	\$ 4,772,966
Basis	\$ 21,607,187
Ineligible Funding	\$ (2,000,000)
Revised Basis	\$ 19,607,187
% Residential SF	97%
Residential Basis	\$ 18,972,526
% LIHTC Units	50%
Eligible Basis before boost	\$ 9,486,263
Basis Boost: DDA	130%
Eligible Basis	\$ 12,332,142
Credit %	9.00%
Eligible Annual Credit (max. \$1,000,000)	\$1,000,000
Requested Annual Credit	\$ 900,000
Credit Years	10
Total Credits	\$ 9,000,000
Credits to Investor (%)	99.99%
Credits to Investor (Amount)	\$ 8,999,100
Price	\$0.92
Investor Equity	\$ 8,279,172
Equity per LIHTC Unit	\$ 295,685

20 Year Operating Pro-Forma

2. DEVELOPMENT CONCEPT NARRATIVE

Winchester Waterfield Lot

20-Year Operating Pro Forma

	Year																				
	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
Rental Income																					
1 Bedroom	613,380	625,648	638,161	650,924	663,942	677,221	690,766	704,581	718,672	733,046	747,707	762,661	777,914	793,472	809,342	825,529	842,039	858,880	876,058	893,579	
2 Bedroom	520,229	530,633	541,246	552,071	563,112	574,375	585,862	597,579	609,531	621,722	634,156	646,839	659,776	672,971	686,431	700,159	714,163	728,446	743,015	757,875	
3 Bedroom	194,400	198,288	202,254	206,299	210,425	214,633	218,926	223,304	227,771	232,326	236,973	241,712	246,546	251,477	256,507	261,637	266,870	272,207	277,651	283,204	
Subtotal	1,328,009	1,354,569	1,381,660	1,409,294	1,437,479	1,466,229	1,495,554	1,525,465	1,555,974	1,587,093	1,618,835	1,651,212	1,684,236	1,717,921	1,752,279	1,787,325	1,823,071	1,859,533	1,896,724	1,934,658	
Other Income	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Commercial Income																					
Tenant 1	20,740	20,740	20,740	20,740	20,740	20,740	20,740	20,740	20,740	20,740	20,740	20,740	20,740	20,740	20,740	20,740	20,740	20,740	20,740	20,740	
Vacancy																					
Residential	-6%	(74,762)	(76,257)	(77,782)	(79,338)	(80,925)	(82,543)	(84,194)	(85,878)	(87,596)	(89,347)	(91,134)	(92,957)	(94,816)	(96,713)	(98,647)	(100,620)	(102,632)	(104,685)	(106,779)	(108,914)
Rental Concessions		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Commercial	-50%	(10,370)	(10,370)	(10,370)	(10,370)	(10,370)	(10,370)	(10,370)	(10,370)	(10,370)	(10,370)	(10,370)	(10,370)	(10,370)	(10,370)	(10,370)	(10,370)	(10,370)	(10,370)	(10,370)	(10,370)
Gross Effective Income	1,263,617	1,288,682	1,314,248	1,340,326	1,366,925	1,394,056	1,421,729	1,449,957	1,478,748	1,508,116	1,538,071	1,568,625	1,599,790	1,631,578	1,664,003	1,697,075	1,730,809	1,765,218	1,800,315	1,836,114	
Controllables	(567,000)	(584,010)	(601,530)	(619,576)	(638,163)	(657,308)	(677,028)	(697,338)	(718,259)	(739,806)	(762,001)	(784,861)	(808,406)	(832,659)	(857,638)	(883,368)	(909,869)	(937,165)	(965,280)	(994,238)	
Real Estate Taxes	(143,851)	(145,515)	(147,176)	(148,835)	(150,489)	(152,138)	(153,781)	(155,416)	(157,041)	(158,656)	(160,259)	(161,847)	(163,421)	(164,977)	(166,514)	(168,031)	(169,524)	(170,993)	(172,435)	(173,847)	
Net Operating Income	552,765	559,157	565,541	571,915	578,272	584,609	590,921	597,203	603,449	609,654	615,812	621,917	627,963	633,943	639,850	645,677	651,417	657,060	662,601	668,029	
Debt Service	(466,842)	(466,842)	(466,842)	(466,842)	(466,842)	(466,842)	(466,842)	(466,842)	(466,842)	(466,842)	(466,842)	(466,842)	(466,842)	(466,842)	(466,842)	(466,842)	(466,842)	(466,842)	(466,842)	(466,842)	
DSCR	1.18	1.20	1.21	1.23	1.24	1.25	1.27	1.28	1.29	1.31	1.32	1.33	1.35	1.36	1.37	1.38	1.40	1.41	1.42	1.43	
Cash Flow	85,924	92,315	98,700	105,073	111,430	117,767	124,079	130,361	136,607	142,812	148,970	155,075	161,121	167,101	173,008	178,835	184,575	190,219	195,759	201,187	

Pre-Development Budget

Pre-Development Budget

Total

General Development Costs:

Architecture & Engineering	\$480,978
Survey and Permits	\$30,000
Environmental Engineer	\$15,000
Legal	\$50,000
Title and Recording	\$15,000
Appraisal	\$15,000
Financing Fees	\$25,000
Soft Cost Contingency	\$50,000
Subtotal: Gen. Dev.	\$1,055,978
 Total Predevelopment Budget	 \$1,055,978

Construction Estimate

2. DEVELOPMENT CONCEPT NARRATIVE

Project Overview

	# Units	Cost Per Unit	SF per Building	Cost Per SF
Ground Floor	0		8,500 sf	
2nd -5th Floor	54		55,900 sf	
TOTALS	54		64,400	

Spec Section	Description	Trade Totals
Division 1	General Requirments	\$ 149,560
Division 2	Demolition	N/A
	Hazardous Materials	N/A
	Soil Improvements: Rammed Aggregate Piers	\$ 247,000
	Sitework	\$ 1,195,069
	Fencing	\$ 60,000
	Landscaping/Site Concrete/Improvements Allowance	\$ 200,000
Division 3	Concrete	\$ 404,358
	Self-Leveling Concrete Underlayment	\$ 92,475
Division 4	CMU/Brick Veneer	\$ 410,600
Division 5	Structural Steel	\$ 372,960
	Miscellaneous Metals	\$ 148,200
Division 6	Rough Carpentry	\$ 1,642,000
	Millwork-Building/Amenity	\$ 269,800
	Tub Surrounds	\$ 52,200
Division 7	Waterproofing	\$ 62,161
	Insulation	\$ 193,200
	Exterior Siding & Trim	\$ 569,600
	Roofing	\$ 291,200
	Spray Fireproofing	\$ 41,800
	Caulking	in Trades
Division 8	Doors/Frames/Hardware	\$ 326,300
	Access Doors & Frames	in trades
	Windows	\$ 235,000
	Aluminum Entrances & Storefront	\$ 88,800
	Glass & Glazing	\$ 21,600
Division 9	Gypsum Board Systems	\$ 934,200
	Acoustical Ceilings	\$ 82,500
	Flooring	\$ 497,120
	Toilet Partitions	\$ 8,000
	Painting	\$ 242,900
	Signage	\$ 25,000
	Fire Extinguishers	\$ 7,000
	Mesh Storage Lockers	N/A
Division 10	Toilet Accessories	\$ 24,800
Division 11	Appliances	\$ 153,550
	Food Service Equipment	N/A
Division 12	Kitchen Cabinets/Vanities	\$ 556,150
	Floor Mats	\$ 2,500
	Window Shades	NIC
	Mailboxes	\$ 6,750
Division 14	Elevators	\$ 320,000
	Parking Control Equipment	\$ 25,000
	Trash Chutes/Compactor	\$ 45,000
Division 15	Fire Protection	\$ 215,250
	Plumbing	\$ 968,600
	HVAC	\$ 1,058,950
Division 16	Electrical	\$ 1,173,900
	SUBTOTAL	\$ 13,271,493
	GC's	\$ 1,361,900
	OH & P	\$ 1,024,338
	CONTINGENCY	\$ -
	Bonds	\$ 156,577
	Insurance	\$ 168,284
	Permit Fee	NIC
	TOTAL	\$ 15,982,592

Cost per SF: \$248.18
 Cost per Unit: \$295,974

Pre-Commitment Letters

2. DEVELOPMENT CONCEPT NARRATIVE



Massachusetts Housing Finance Agency
One Beacon Street, Boston, MA 02108

Tn 617.854.1000
Fax 617.854.1091 www.masshousing.com
Videophone: 857.366.4157 or Rday:711

August 24, 2020

Lisa Wong, Town Manager
Town Hall
71 Mount Vernon Street, 4th Floor
Winchester, MA 01890

RE: Letter of Support for Pennrose — RFP for Waterfield Lot (Winchester, MA)

Dear Ms. Wong,

I would like to provide this letter of support for Pennrose in their submission of a proposal to the Town of Winchester for the Waterfield Lot redevelopment opportunity. MassHousing is an independent, quasi-public agency created in 1966 and charged with providing financing for affordable housing in Massachusetts. The Agency raises capital by selling bonds and lends the proceeds developers who build or preserve affordable and/or mixed-income rental housing. MassHousing provides construction loans and permanent loans, and is also the lender of the Massachusetts Workforce Housing Fund and, as the contract administrator with DHCD, **the Massachusetts Affordable Housing Trust Fund (AHTF).**

MassHousing is very familiar with Pennrose and was involved as a lender for the Workforce Housing funds and MA AHTF for Village at Nauset Green, a 65-unit mixed-income development in Eastham, MA. We believe that Pennrose is a strong borrower with the experience necessary to undertake large development projects. MassHousing would be excited to work with Pennrose to explore financing products offered by us that may be appropriate for the redevelopment of the Waterfield Lot.

Thus far we have had a great working relationship with Pennrose and look forward to continuing the partnership with them. Please do not hesitate to contact us, should you have any questions.

Sincerely,

Cynthia Lacasse, Direct of Rental Business Development
MassHousing
One Beacon Street, Boston MA 02108

HUDSON
HOUSING CAPITAL

August 24, 2020

Lisa Wong, Town Manager
Town Hall
71 Mount Vernon Street, 2nd Floor
Winchester, MA 01890

RE: Letter of Support for Pennrose – RFP for Waterfield Lot (Winchester, MA)

Dear Ms. Wong,

I would like to provide this letter of support for Pennrose in their proposal to the Town of Winchester for the Waterfield Lot redevelopment opportunity. Hudson Housing Capital was founded in 1998 as a low income housing tax credit syndicator. Since inception, Hudson has syndicated more than \$5 billion in tax credit equity. We continue to manage a portfolio with superior performance measures and consistently raise \$400-\$600 million per year in tax credit equity.

Hudson Housing Capital has partnered with Pennrose on nearly 30 deals across the country. Over the course of the past decade we have worked with Pennrose on deals with financing sources that run the entire array of resources available for mixed-income developments. Often these deals include a complex layering of federal and state tax credit equity, HOME, CDBG, New Market Tax Credits, Tax increment Financing, Tax-Exempt bonds, Federal Home Loan Bank AHP funds, private debt and other local sources of funds. We have no doubt that Pennrose is a strong development entity with the capability to execute on its transactions.

We would be excited to work with Pennrose to explore a potential opportunity to invest in a deal in Winchester, MA. Thus far we have had a great working relationship with Pennrose and look forward to continuing the partnership with them. Please do not hesitate to contact us, should you have any questions.

Sincerely,

Hudson Housing Capital LLC



By: _____

W. Kimmel Cameron, Jr.
Vice President

HUDSON HOUSING CAPITAL LLC

630 FIFTH AVENUE, SUITE 2850 NEW YORK, NY 10111 TELEPHONE 212 218 4488 FACSIMILE 212 218 4467

2. DEVELOPMENT CONCEPT NARRATIVE

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MERIDEN COMMONS, MERIDEN, CT

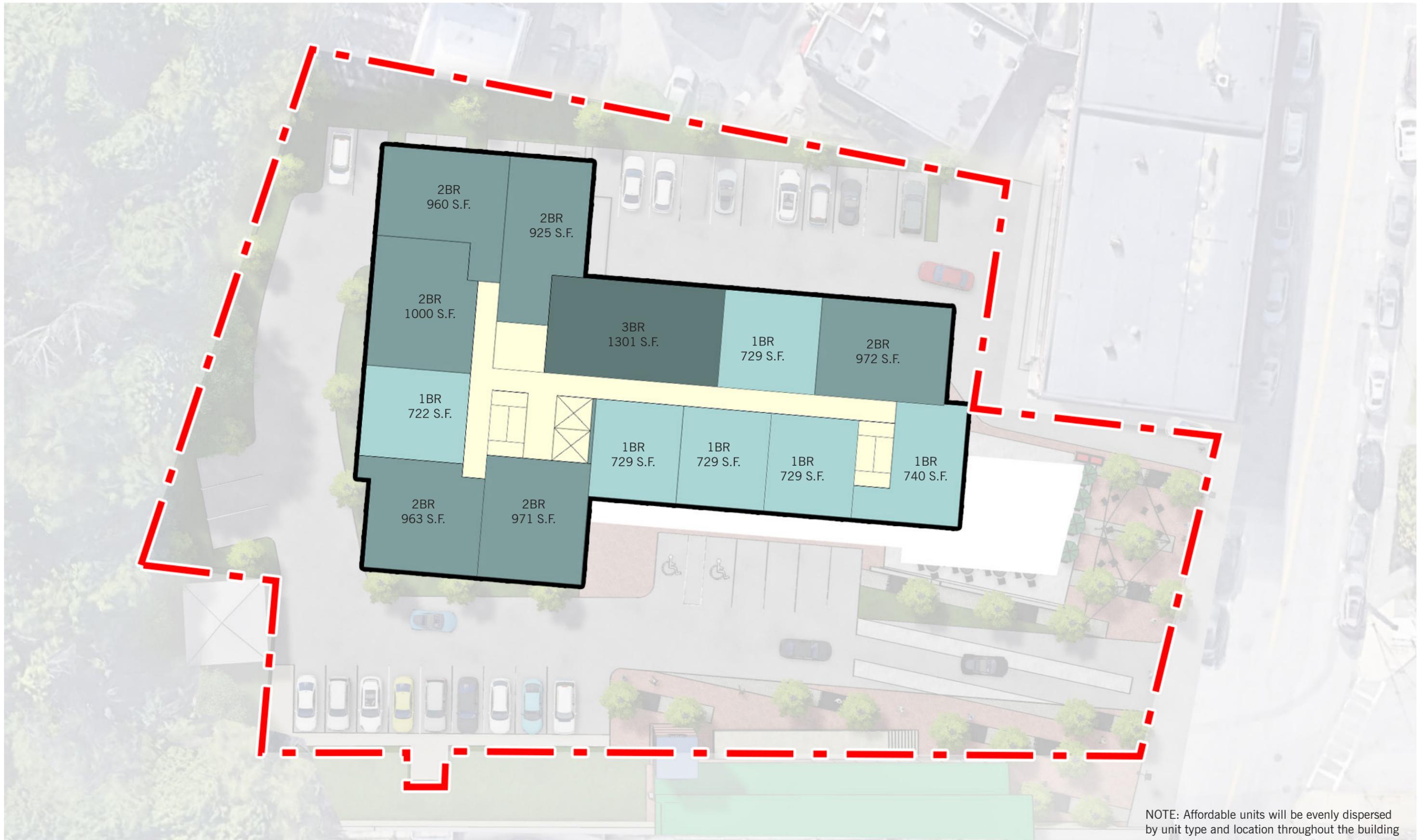
3. Conceptual Design Drawings

- a. Site Plan
- b. Landscape Plan
- c. Floor Plans
- d. Elevations with Material Indications
- e. Typical Unit Plans
- f. Concept project images

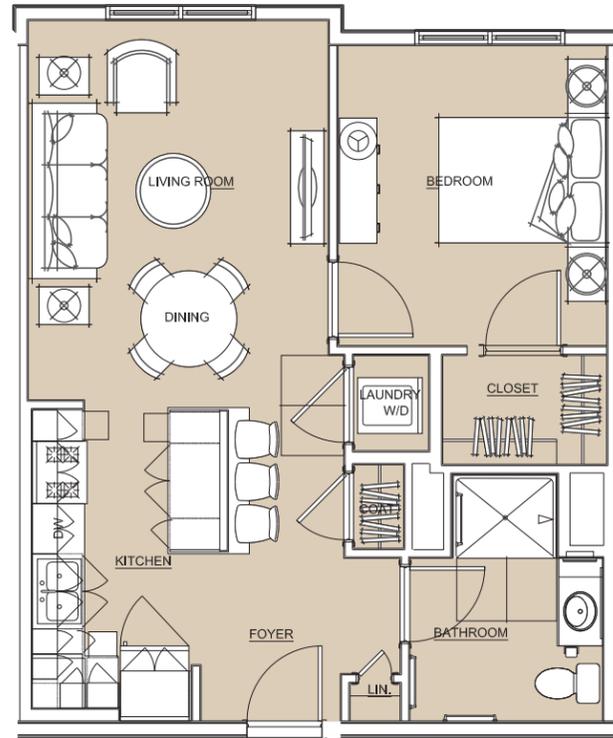




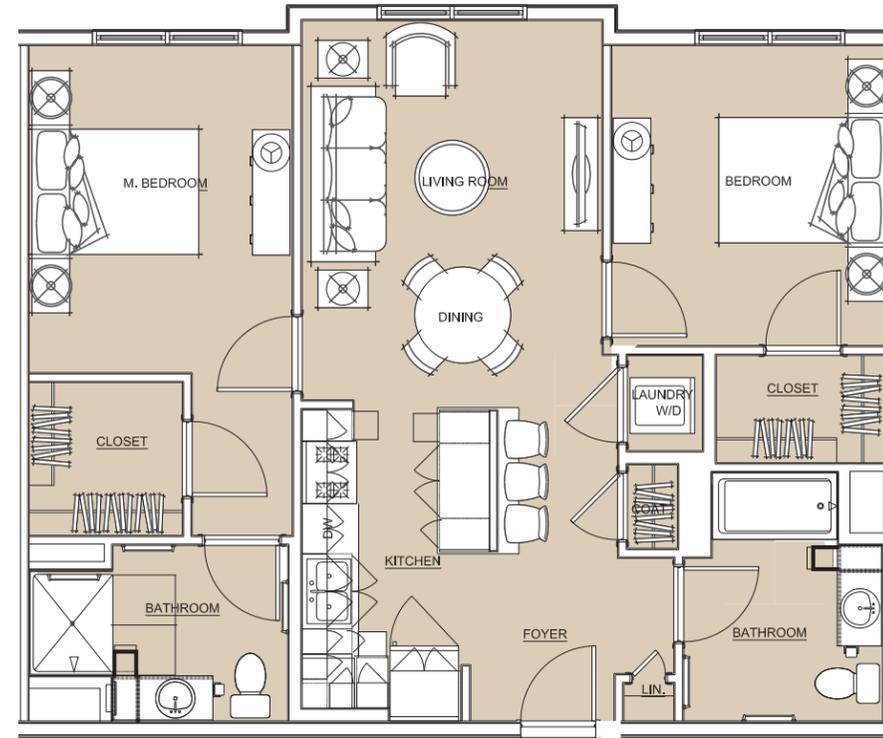




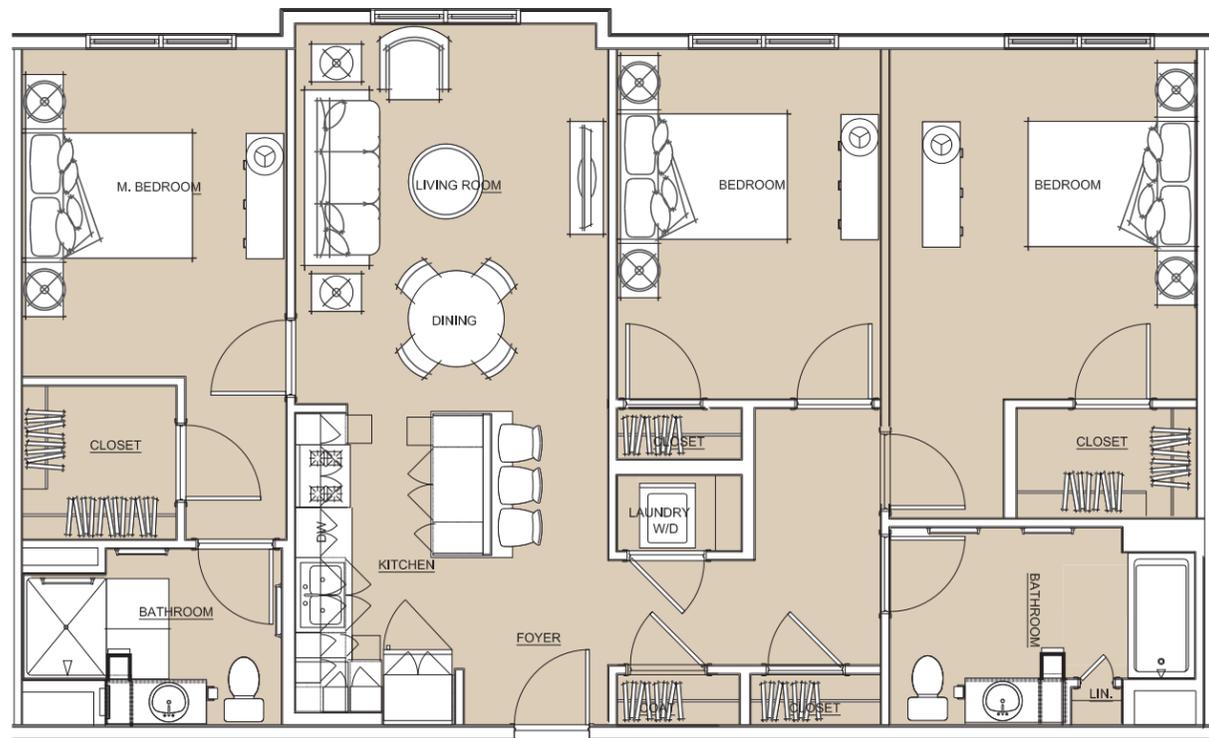
NOTE: Affordable units will be evenly dispersed by unit type and location throughout the building



1 BEDROOM UNIT



2 BEDROOM UNIT



3 BEDROOM UNIT

NOTE: Affordable and market rate units will use the same typical layouts



Church Street Elevation



Waterfield Road Elevation



East Elevation



North Elevation

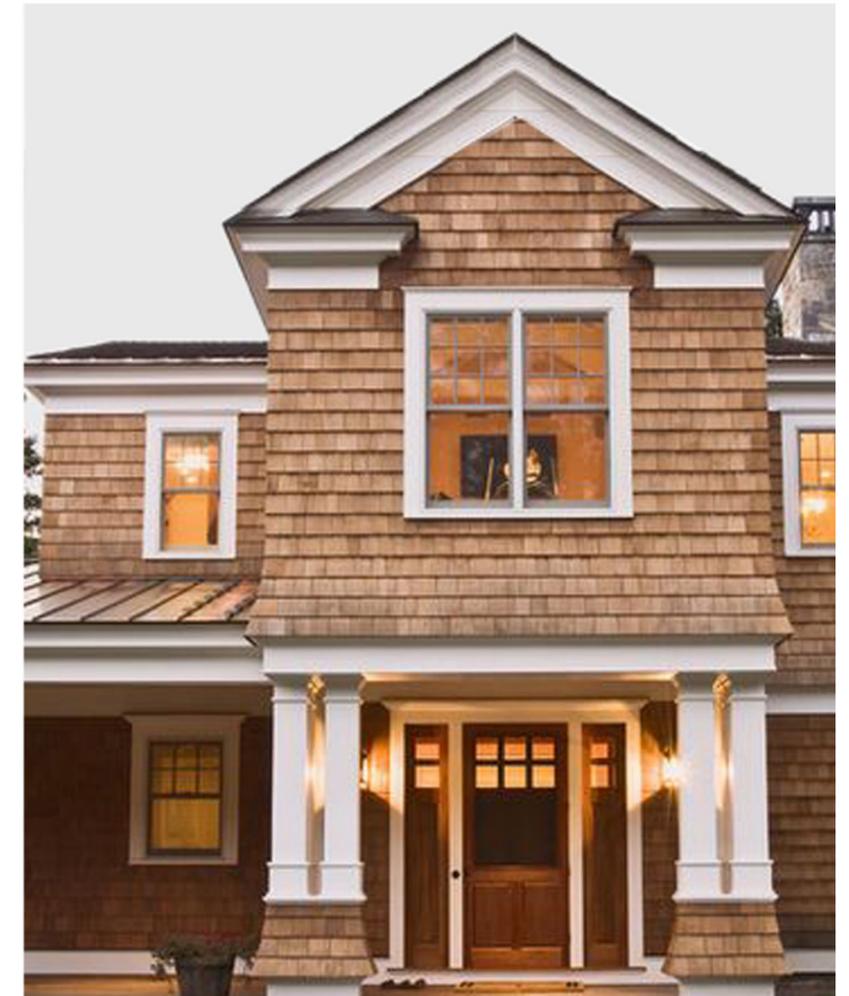


West Elevation



South Elevation





Waterfield Lot RFP

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Precedent Images





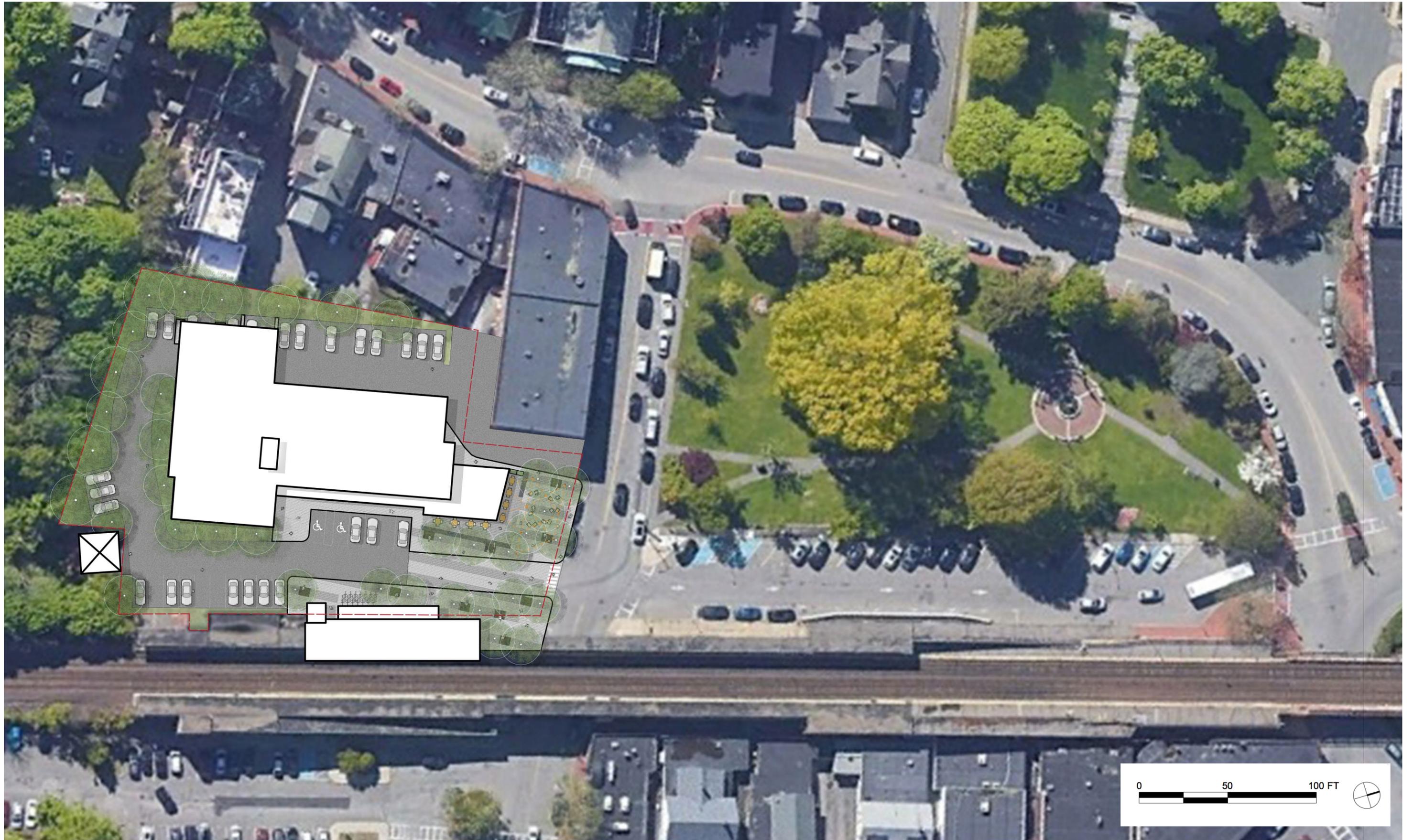












Waterfield Lot RFP

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Waterfield Lot RFP

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Waterfield Lot RFP

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3. CONCEPTUAL DESIGN DRAWINGS

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SANKOFA VILLAGE, CLEVELAND, OH

4. Marketing and Management Plan

a. Description of the target market, unit pricing (sales prices or rents) and the strategy for marketing and lottery process).

The proposed unit mix for the proposed development includes a diverse range of unit types and bedroom counts, along with several tiers of affordability. These include units restricted to persons and households earning less than 30%, 60%, and 120% of the Boston Area Median Income (AMI). The 120% AMI units qualify as “workforce” units, aiming to provide homes in the “missing middle” of the housing market. In addition, non-restricted units offered at market rate will add needed inventory to the local housing supply, and bring valuable spending power that can support Town Center businesses.

Income Limits for 2020 - 1.5 Persons per Bedroom - Middlesex Cty, Boston-Cambridge Quincy FMR			
Affordability	30% AMI	60% AMI	120%AMI
1 Person	24,990	49,980	99,960
2 Person	28,560	57,120	114,240
3 Person	32,130	64,260	128,520
4 Person	35,700	71,400	142,800
5 Person	38,550	77,100	154,200
6 Person	41,400	82,800	165,600

Source: Novogradac & Company, Effective 4/1/2020

Mixed-income housing is an important part of building and maintaining diverse, dynamic neighborhoods. Communities that offer a wide array of housing types, sizes, and price points are better able to support individuals and families from different life stages, educational backgrounds, and walks of life. Young professionals, small families, “empty nesters,” and others may find particular value in affordable homes that are in a walkable community with transit access, where the expense of owning a private automobile may not be a necessity for daily living. Providing diverse housing in areas with safe walking, biking, or transit access to jobs, groceries, schools, healthcare, and other amenities can be a key driver

of economic opportunity.

Our proposed development includes 8 units affordable to households earning less than 30% of the Middlesex County/ Boston AMI (the 8 units, or 15%, are required by DHCD for tax credits), 19 units for those earning below 60% of AMI, 13 workforce units for those earning 120% of AMI, and 14 market rate units.

Unit Mix Affordability					
Affordability	30% AMI	60% AMI	120% AMI	Market	Total (SHI)
1-Bedroom	4	4	9	9	26
2-Bedroom	4	12	4	2	22
3-Bedroom	0	3	0	3	4
Total	8	19	13	14	54
%	15%	35%	24%	26%	

The range of projected net rents for each of the affordability tiers is presented in the table below.

Unit Mix Net Rents				
Affordability	30% AMI	60% AMI	120% AMI	MKT
1-Bedroom	\$720	\$1,440	\$2,025	\$2,250
2-Bedroom	\$864	\$1,728	\$2,610	\$2,900

Source: Novogradac & Company, Effective 4/1/2020

Marketing and lottery processes will be managed by Pennrose Management Company, Pennrose’s affiliated management entity, as described in parts B, C, and D of this section.

4. MARKETING AND MANAGEMENT PLAN

b. A plan for the ongoing management of the development and any resident services that may be provided on site;

Upon stabilization, the development will be managed by Pennrose Management Company (PMC), an affiliate management company to Pennrose. Since its inception in 1981, PMC has earned a reputation as a leader in the field of affordable and mixed-income housing management. PMC's singular approach to management, its commitment to residents, investors, and personnel, and its multi-faceted relationships with regulatory agencies sets PMC apart from the majority of housing management providers. As a provider of professional property management, consulting, and auxiliary services to property owners, PMC administers over \$35 million in annual budgeted operations and maintains a staff of approximately 400 employees. PMC manages mixed-income housing, conventional market rate housing, federally assisted housing including low-income housing tax credit, Section 8, and Public Housing, as well as commercial properties.

PMC's management portfolio has seen a trend of dramatic growth and great diversity, currently consisting of over 130 properties, with approximately 9,000 units, under management in eight states and the District of Columbia. The majority of PMC-managed properties are located in urban or downtown areas, and construction varies from high-rises to townhomes, from self-contained communities to scattered site developments across several city blocks. PMC has expertise managing properties at all scales, with current portfolio projects ranging from 16 to over 300 units. The PMC portfolio includes a variety of community types, from family to senior occupancy, student housing, and LGBT-friendly affordable housing. Because of our creative and flexible approach coupled with the diversity of our portfolio, this enables us to approach each new endeavor with the assurance that Pennrose has the experienced staff and state-of-the-art technology to achieve success in every new business venture.

Pennrose believes that the key to our success and continued growth is our employees. We seek to attract, employ and retain highly motivated individuals who are committed to excellence in service and who care about the residents of their properties and the community at large. We believe that the best way to accomplish this is to provide our staff with the ingredients of success: well-designed facilities, up-to-the minute technology, the support of supervisors and

colleagues, effective and on-going communication, training and opportunities for professional advancement, and a progressive compensation and benefit package including merit-based increases and annual incentive bonuses.

We have developed a team-oriented approach whereby site-based administrative and maintenance personnel communicate and interact on a daily basis in order to address a particular property's specific needs.

We believe that our continued growth and recognized status as a leading property management company are attributable to this approach. In addition to the usual responsibilities of a management agent, we believe our company is unique in the area of human and social services. We select and then train staff members who are sensitive to the emotional and physical needs of the residents. The Pennrose portfolio serves individuals and families from all walks of life, to include: single parent families, students, seniors, from extremely low-income households to upwardly mobile urban professionals. Our aim is to facilitate each individual resident's ability to achieve his or her goals and to sustain a self-sufficient, satisfying lifestyle. We believe it is one matter to create places for people to live and quite another to create an environment that enriches the quality of their lives.

Using the aforementioned as our guiding principles, Pennrose's Mission Statement is as follows:

Our committed team of exceptional professionals transforms communities by creating high quality real estate developments and delivering outstanding value to our clients and partners.

Our Core Values are:

Integrity – We act with honor, honesty and fairness. We hold ourselves to the highest ethical standards

Collaboration – We support each other internally and externally to achieve our collective goals.

Accountability – We are responsive and take responsible action. We say what we mean, we do what we say.

Results Oriented – We take great pride in achieving exceptional outcomes.

4. MARKETING AND MANAGEMENT PLAN

Our major objectives as a professional property management agent are to:

1. Employ sound business management and professional property management practices which ensure the preservation of the asset, optimal use of fiscal resources and safe, efficient and ethical operation of each property managed.
2. Coordinate the needs of residents along with those of our public and private partners in order to develop resources that will improve the quality of residents'/students' lives.
3. Effect the meaningful involvement of residents in the management of the property.

The types of properties that we manage are varied and all-encompassing and include Section 8, tax credit, Public Housing as well as conventional communities. For the Littleton Drive development, PMC would provide



comprehensive management services, which include, but are not limited to:

- a) Comprehensive accounting and reporting functions including maintaining detailed individual property records for financial management and site-based budgetary practices.
- b) Recruitment, assignment, supervision and administration of personnel policies for all site-based employees.
- c) Marketing and leasing of units in accordance with pre-established resident selection criteria.

- d) Collection of rents and enforcing compliance with resident lease terms.
- e) Development, administration and monitoring of comprehensive maintenance and repair programs that address emergency, routine and preventive maintenance work (refer to section V. Maintenance Philosophy and Procedures for a more complete description of maintenance related capabilities and services).
- f) Standardized purchasing and/or subcontracting procedures for procurement of goods and services.
- g) Regulatory compliance functions.
- h) Coordination of supportive services.
- i) Insurance claim administration including worker's compensation, casualty and liability coverages.

Supportive Services

Pennrose is a socially-responsible company that has long been committed to supportive services as an integral and vital component of property management. In each of our Pennrose-managed communities, our Supportive Service Department builds collaborative relationships, partnering with a broad spectrum of local service provider agencies. The Supportive Service Department also focuses on identifying needs, coordinating and linking our residents to appropriate services, and assisting them in securing these services. We feel that Supportive Services are an integral part of ensuring successful residency for our clients. This team-centered approach to offering comprehensive and consistent services produces an environment that truly enhances the quality of our resident's lives and creates stronger, more vibrant communities. Supportive Services Coordinators link residents to community agencies or programs and provide information and referrals that will help meet the resident's needs and empower the residents to be successful.

Led by Shannon Mowery, Director of Supportive Services, Shannon started with Pennrose in 2002 as a Supportive Service Coordinator. In this role she coordinated and facilitated supportive service activities and training including health and wellness, human service needs, as well as recreational activities. Since 2015, Shannon has served as Director of Supportive Services where she oversees all aspects of Supportive Services for Pennrose, including the development of Supportive Service plans, delivery of services

4. MARKETING AND MANAGEMENT PLAN

at all propitiates, as well as coordinating any activities and communications with company affiliates as they relate to supportive services. Pennrose provides supportive services for many reasons:

- Happier, healthier residents means less complaints or residents issues.
- Increased savings to the property's bottom line, meaning less evictions or turnovers means more money in the property budget.
- The property is more marketable because of the added services.
- Meeting and exceeding funding requirements.
- It is the right thing to do. It increases the quality of life for residents.

Marketing

Pennrose Management Company has a professionally staffed Marketing Department. Among some of its responsibilities are the review of rent comparability studies, design of media and print collateral and implementing lease-up programs at new sites. The Department also develops marketing plans for stabilized sites to achieve maximum occupancy and assist the communities in building their wait lists to ensure a continuous stream of qualified applicants.

PMC would market the project according to a HUD-approved Affirmative Fair Housing Marketing Plan. In addition:

1. A project sign will be placed on the site indicating where to apply for occupancy.
2. Newspaper advertisements and community contact letters will be utilized for ongoing outreach efforts to attract minorities and persons with disabilities.
3. Prospective applicants will be referred to the Rental Office where income and related information is placed on preliminary application forms.
4. Residents and prospective residents are advised of their right to request a reasonable accommodation if any unusual adaptations, modifications or additions are required in their living quarters while residing at the Project. This is done in order to comply with Americans with Disabilities Act and 504 regulations.
5. Any future marketing brochures or newspaper advertisements used to fill vacancies will first be cleared with HUD's Office of Fair Housing and Equal Opportunity.

6. Prospective applicants/applications will be accepted in accordance with the waitlist policy in the Resident Selection Plan.
7. We will accommodate limited English proficiency in our marketing efforts and Fair Housing Signage.

Residents will be selected based on a Resident Selection Plan that would take into account any fair housing laws/requirements, include procedures for local preferences, and lay out the procedures for the lottery system. A sample Management Plan and Resident Selection Plan from our development on Cape Cod, Village at Nauset Green, is included in this response.

Pennrose Foundation

Founded in 2018, the Pennrose Foundation was established to enhance Pennrose's mission of transforming communities by supporting charitable organizations and events that benefit seniors and families, Wellness initiatives, and communities surrounding Pennrose locations across the company's footprint. The mission of the Foundation is to improve the lives of the people and communities served by Pennrose. This year the Pennrose Foundation granted scholarships to residents of Pennrose-managed affordable communities. Originally planning to grant five scholarships, the Pennrose Foundation was able to increase the scholarships to eight due to a generous donation from the SunTrust Foundation. Other works of the Foundation include purchasing supplies that resulted in more than 2,000 peanut butter and jelly sandwiches donated to food donation organizations in the various geographies that Pennrose manages properties. In



Two residents received scholarships at Hope's Crossing

4. MARKETING AND MANAGEMENT PLAN

c. For each management agent and service provider, provide details on management experience including property types, number of units, familiarity with subsidy programs, key staff and other information deemed relevant.

Please see the table below to view Pennrose Management Company's current management portfolio.

Deal Name	City, State, ZIP Code	Total Units	Income Limits	Bedroom Sizes
A. Harry Moore Phase 3	Jersey City, New Jersey 07306	60	30% AMI, 50% AMI, 60% AMI, 80% AMI, Market	1,2,3,4
A. Harry Moore Phase 4	Jersey City, New Jersey 07306	70	30% AMI, 50% AMI, 60% AMI, 80% AMI, Market	1,2,3,4
Academy Place Preservation	Trenton, New Jersey 08618	40	50% AMI	1,2,3
Alexander Hamilton Phase 1	Paterson, New Jersey 07513	80	30% AMI, 50% AMI, 60% AMI	1,2,3,4
Alexander Hamilton Phase 2	Paterson, New Jersey 07513	50	20% AMI, 30% AMI, 50% AMI, 60% AMI	1,2,3
Alexander Hamilton Phase 3	Paterson, New Jersey 07513	50	30% AMI, 50% AMI, 60% AMI	1,2,3,4
Allentown Center Square	Allentown, Pennsylvania 18101	63	40% AMI, 50% AMI, 60% AMI	0,1
Apollo Dye Phase 1	Paterson, New Jersey 07501	70	20% AMI, 30% AMI, 50% AMI, 60% AMI	1,
Apollo Dye Phase 2	Paterson, New Jersey 07501	63	30% AMI, 60% AMI	1
Artisan's Mill	Trenton, New Jersey 08618	31	50% AMI	2,3
Baldwin's Run 1 (Family)	Camden, New Jersey 08105	78	50% AMI	1,2,3,4
Baldwin's Run 8 (Family)	Camden, New Jersey 08105	73	50% AMI	2,3,4
Baldwin's Run 9 (Senior)	Camden, New Jersey 08105	74	50% AMI	1,2
Bensalem Veterans Residences	Bensalem, Pennsylvania 19020	40	20% AMI, 50% AMI, 60% AMI	1
Bernice Arms	Philadelphia, Pennsylvania 19143	46	50% AMI	1,2
Braddock Senior Housing	Braddock, Pennsylvania 15104	53	20% AMI, 30% AMI, 50% AMI, 60% AMI	1,2
Brantwood II	Philadelphia, Pennsylvania 19104	16	50% AMI	1,2
Brentwood (The)	Philadelphia, Pennsylvania 19104	42	50% AMI, 60% AMI, 80% AMI	1,2
C. A. Smith Terrace	Pittsburgh, Pennsylvania 15219	37	50% AMI, 60% AMI	1,2
Carl Miller Homes	Trenton, New Jersey 08609	204	35% AMI, 50% AMI, 60% AMI	1,2,3,4
Cedar Phase 1	Cleveland, Ohio	61	50% AMI, 60% AMI	1
Cedar Phase 2	Cleveland, Ohio	50	30% AMI, 50% AMI, 60% AMI, Market	1,3,4
Centerville Phase 12	Camden, New Jersey 08104	70	20% AMI, 40% AMI, 50% AMI, 60% AMI	1,2,3,4
Centerville Phase 7	Camden, New Jersey 08104	74	20% AMI, 30% AMI, 40% AMI, 50% AMI	1,2,3,4
Chapel Green	Baltimore, Maryland 21205	63	30% AMI, 40% AMI, 50% AMI, 60% AMI, Market	1,2,3
Chateau (The)	Baltimore, Maryland 21217	47	30% AMI, 40% AMI, 80% AMI, Market	1,2
Cherry Hill Senior	Baltimore, Maryland 21225	80	30% AMI, 50% AMI	1,2
Church Street/H.E. Kapp	Flemington, New Jersey 08822	60	50% AMI	1,2
City View Landing Family	Newark, New Jersey 07103	58	50% AMI	2,3,3
City View Landing Senior	Newark, New Jersey 07103	48	50% AMI	1,2
Clairton Apartments	Clairton, Pennsylvania 15025	44	40% AMI, 50% AMI, 60% AMI	2,3
Cloisters Phase 3	Philadelphia, Pennsylvania 19104	50	20% AMI, 40% AMI, 50% AMI, 60% AMI	1,2,3,4
Costello Building	Old Bridge Township, New Jersey 08857	61	50% AMI	1,2,3
Crest Manor Preservation	Willow Grove, Pennsylvania 19090	46	20% AMI, 50% AMI, 60% AMI	1,2,3,4
Deanwood Hills	Washington, District of Columbia 20019	150	30% AMI, 60% AMI	1,2,3,4

4. MARKETING AND MANAGEMENT PLAN

Deal Name	City, State, ZIP Code	Total Units	Income Limits	Bedroom Sizes
Delaware Terrace Phase 1	Easton, Pennsylvania 18042	56	20% AMI, 30% AMI, 50% AMI, 60% AMI	1,2,3
Delaware Terrace Phase 2	Easton, Pennsylvania 18042	40	20% AMI, 50% AMI, 60% AMI	1,2,3
Diamond Street Initiative I	Philadelphia, Pennsylvania 19121	49	20% AMI, 50% AMI, 60% AMI	1,2,3
Diamond Street Initiative II	Philadelphia, Pennsylvania	46	20% AMI, 50% AMI, 60% AMI	1,2,3
East Hanover Street	Trenton, New Jersey 08618	22	50% AMI	1,2,3,4
Eastampton Town Center	Mount Holly, New Jersey 08060	100	50% AMI	2,3
Fairview Village	Phoenixville, Pennsylvania 19460	36	20% AMI, 50% AMI, 60% AMI	1,2,3,4
Falls Ridge	Philadelphia, Pennsylvania 19129	135	20% AMI, 40% AMI, 50% AMI, 60% AMI	1,2,3
Felton Lofts	Steelton, Pennsylvania 17113	83	20% AMI, 50% AMI, 60% AMI	1,2,3
French Creek Manor	Phoenixville, Pennsylvania 19460	70	40% AMI, 50% AMI, 60% AMI	1,2
Gateway Transit Village	New Brunswick, New Jersey 08901	150	50% AMI, 80% AMI, Market	1,2
Glenarden Phase I	Lanham, Maryland 20706	114	30% AMI, 50% AMI, 60% AMI, Market	1,2,3
Goodwill N'hood Residences	Scranton, Pennsylvania 18505	36	50% AMI, 60% AMI	1,2
Hanover Shoe	Hanover, Pennsylvania 17331	70	40% AMI, 50% AMI, 60% AMI	1,2,3
Hanover Shoe Senior	Hanover, Pennsylvania 17331	24	20% AMI, 40% AMI, 50% AMI, 60% AMI	1,2
HART Phase 1A	Allentown, Pennsylvania 18109	80	20% AMI, 40% AMI, 50% AMI, 60% AMI	1,2,3
HART Phase 1B	Allentown, Pennsylvania 18109	79	20% AMI, 40% AMI, 50% AMI, 60% AMI	1,2,3
HART Phase 2A	Allentown, Pennsylvania 18109	60	20% AMI, 40% AMI, 50% AMI, 60% AMI	1,2,3,4
HART Phase 2B	Allentown, Pennsylvania 18109	50	20% AMI, 50% AMI, 60% AMI	1,2,3,4
Hickman Expansion	West Chester, Pennsylvania 19380	60	20% AMI, 50% AMI, 60% AMI	1,2
Hope's Crossing	Toms River, New Jersey 08755	125	50% AMI, 60% AMI	1,2,3,4
J. F. Budd Building	Burlington, New Jersey 08016	36	50% AMI	1,
Jefferis Square Preservation	Chester, Pennsylvania 19013	36	50% AMI, 60% AMI	1,2,3,4
Jefferson Heights	New Britain, Connecticut 06053	70	25% AMI, 50% AMI, 60% AMI	1,2
Jefferson School	Pottstown, Pennsylvania 19464	46	40% AMI, 50% AMI, 60% AMI	1,2
Laurel Estates	Uniontown, Pennsylvania 15401	56	20% AMI, 40% AMI, 50% AMI, 60% AMI	1,2,3
Liberty House	Phoenixville, Pennsylvania 19460	50	50% AMI	0,1,2,3
Liberty Place	Fort Lee, New Jersey 07024	60	50% AMI, 60% AMI	1,2,3
Limerick Green	Royersford, Pennsylvania 19468	80	50% AMI, 60% AMI	1,2
Livingston Manor	New Brunswick, New Jersey 08901	51	60% AMI	1,2,3
Lofts/Master Street	Philadelphia, Pennsylvania 19121	61	60% AMI	0
Maher Manor	Old Bridge Township, New Jersey 08857	100	Market	1,2
Maple Shade Mews	Maple Shade Township, New Jersey 08052	100	50% AMI	1,2
Maple Village (CIP)	Philadelphia, Pennsylvania 19144	70	40% AMI, 50% AMI, 60% AMI	1,2
Marlton Residences	Philadelphia, Pennsylvania 19104	25	50% AMI	1
Martin Luther King Phase 1	Philadelphia, Pennsylvania 19147	49	30% AMI, 40% AMI, 50% AMI, 60% AMI	2,3,4
Martin Luther King Phase 3	Philadelphia, Pennsylvania 19147	45	40% AMI, 50% AMI	1,3,4
McCorristin Square	Hamilton Township, New Jersey 08610	70	50% AMI	0,1,2
Meriden Commons I	Meriden, Connecticut 06450	75	25% AMI, 50% AMI, 60% AMI, Market	1,2,3
Meriden Commons II	Meriden, Connecticut 06450	76	25% AMI, 50% AMI, 60% AMI, Market	1,2,3,4

4. MARKETING AND MANAGEMENT PLAN

Deal Name	City, State, ZIP Code	Total Units	Income Limits	Bedroom Sizes
Metropolitan Inn	Burlington, New Jersey 08016	16	50% AMI	1
Monroe Meadows	Monroeville, Pennsylvania 15146	48	50% AMI, 60% AMI	2,3
Montgomery Heights Phase 1	Newark, New Jersey 07103	80	35% AMI, 50% AMI, 60% AMI	1,2,3
Montgomery II	Newark, New Jersey 07102	154	50% AMI, 60% AMI	1,2,3
Moravia Park	Baltimore, Maryland 21206	60	30% AMI, 40% AMI, 50% AMI, 60% AMI	1,2
New Brunswick Performing Arts Center	New Brunswick, New Jersey 08901	207	30% AMI, 50% AMI, Market	0,1,2
North Hills Manor	Glenside, Pennsylvania 19038	50	20% AMI, 50% AMI, 60% AMI	1,2,3,4
North Hills Phase 1	Pittsburgh, Pennsylvania 15237	60	20% AMI, 50% AMI, 60% AMI	1,2
North Hills Phase 2	Ross Township, Pennsylvania 15237	37	20% AMI, 50% AMI, 60% AMI	1
Oaks at Liberty	Baltimore, Maryland 21207	75	30% AMI, 50% AMI	0,1,2
Obery Court Phase 1	Annapolis, Maryland 21401	50	30% AMI, 40% AMI, 50% AMI, 60% AMI	1,2,3,4
Obery Court Phase 2	Annapolis, Maryland 21401	63	30% AMI, 50% AMI, 60% AMI	1,2,3,4
Obery Court Phase 3	Annapolis, Maryland 21401	61	30% AMI, 60% AMI	1,2,3,4
Orchard Ridge Phase 1	Baltimore, Maryland 21213	100	30% AMI, 40% AMI, 50% AMI, 60% AMI, 80% AMI, Market	1,2,3,4
Orchard Ridge Phase 2	Baltimore, Maryland 21213	72	30% AMI, 40% AMI, 50% AMI, 60% AMI, Market	1,2,3,5
Orchard Ridge Phase 3	Baltimore, Maryland 21213	77	30% AMI, 40% AMI, 50% AMI	1,2
Orchard Ridge Phase 4	Baltimore, Maryland 21213	64	50% AMI, 60% AMI	1,2,3
Orchard Ridge Rental V	Baltimore, Maryland	65	30% AMI, 50% AMI, 60% AMI, Market	1,2,3
Oxford Village	Oxford, Pennsylvania 19363	50	50% AMI, 60% AMI	2,3
Patriot's Cove	Barnegat Township, New Jersey 08005	46	35% AMI, 50% AMI, 60% AMI	1
Pearlye Building	Camden, New Jersey 08103	51	50% AMI	1
Pellettieri Homes	Trenton, New Jersey 08611	69	50% AMI	1,2,
Penn Hills	Crum Lynne, Pennsylvania 19022	49	20% AMI, 50% AMI	1,2,3
Pennsburg Commons	Pennsburg, Pennsylvania 18073	50	50% AMI, 60% AMI	3
Plant 64	Winston-Salem, North Carolina 27101	243	Market	1,2,3
Pointe View at Aspen Hill	Silver Spring, Maryland 20906	120	30% AMI, 50% AMI, 60% AMI	1,2
Providence Square	New Brunswick, New Jersey 08901	98	60% AMI	1,2
Providence Square Phase 2	New Brunswick, New Jersey 08901	53	30% AMI, 50% AMI	1
Regent Terrace	Philadelphia, Pennsylvania 19143	80	50% AMI, 60% AMI	1,2
Reservoir Hill	Baltimore, Maryland 21217	64	30% AMI, 40% AMI, 50% AMI, 60% AMI	1,2,3,4,5,6
Residences at Glenarden Hills 2	Lanham, Maryland 20706	55	60% AMI	1,2
Rittenhouse School	Norristown, Pennsylvania 19401	48	50% AMI	0,1,2
River Street Commons	Red Bank, New Jersey 07701	62	50% AMI, 60% AMI, Market	0,1
Riverwalk	New Castle, Delaware 19720	120	Market	1,2
Riviera	Baltimore, Maryland 21217	55	30% AMI, 60% AMI, Market	1,2
Roosevelt Hospital	Edison, New Jersey 08837	85	20% AMI, 30% AMI, 50% AMI, 60% AMI	1,2,
Sheldrake (The)	Philadelphia, Pennsylvania 19139	33	50% AMI, 60% AMI	21,2,3
Spencer's Place	Philadelphia, Pennsylvania 19104	22	50% AMI, 60% AMI, 80% AMI	3

4. MARKETING AND MANAGEMENT PLAN

Deal Name	City, State, ZIP Code	Total Units	Income Limits	Bedroom Sizes
Square at Merritt Mill	Salisbury, Maryland 21804	75	30% AMI, 60% AMI, Market	1,2,3
St. Luke's Phase 1	Cleveland, Ohio 44104	72	35% AMI, 50% AMI, 60% AMI	1,2
St. Luke's Phase 2	Cleveland, Ohio 44104	67	35% AMI, 50% AMI, 60% AMI, Market	
St. Stephen's	Washington, District of Columbia 20019	71	30% AMI, 50% AMI	1,2
Stone Grove Crossing	Salisbury, Maryland 21801	84	30% AMI, 60% AMI	1,2,3
Studevan School	Sharon Hill, Pennsylvania 19079	36	50% AMI	1,2
Summerset Phase 2	Pittsburgh, Pennsylvania 15217	131	Market	1,2
Tullio Towers	Erie, Pennsylvania 16501	112	20% AMI, 40% AMI, 50% AMI, 60% AMI	0,1
Universal Court	Philadelphia, Pennsylvania 19146	32	50% AMI	1,2,3
Upland Estates	Upland, Pennsylvania 19015	50	40% AMI, 50% AMI	3
Uplands Phase 1	Baltimore, Maryland 21229	104	30% AMI, 50% AMI, 60% AMI, Market	1,2,3
Vernon House	Philadelphia, Pennsylvania 19121	68	40% AMI, 50% AMI, 60% AMI	1,
Weinberg Commons	Cherry Hill, New Jersey 08003	80	30% AMI, 50% AMI, 60% AMI	1,2
West Turner Residences	Allentown, Pennsylvania 18102	61	20% AMI, 50% AMI, 60% AMI	1,2
Widow's Home	Pittsburgh, Pennsylvania 15212	24	40% AMI, 50% AMI, 60% AMI	1,2
William Way	Philadelphia, Pennsylvania 19107	56	20% AMI, 50% AMI, 60% AMI	1
Wyman House (HABC RAD)	Baltimore, Maryland 21218	175	60% AMI, 80% AMI	0,1
Wynne Senior Residences	Philadelphia, Pennsylvania 19131	51	20% AMI, 50% AMI, 60% AMI	1,2

4. MARKETING AND MANAGEMENT PLAN

d. Lottery for Affordable Units: To ensure a fair and equitable selection process for the affordable units, whether rental or for-sale, a lottery shall be conducted for all of the affordable units. Proposals may include a lottery agent as part of the development team. A marketing/lottery plan shall be required as part of the approval of the units as Local Action Units, and prior to building permit issuance. For the proposal, the Proposer shall indicate any other lotteries they have been involved in, their role and the outcomes.

Lottery Process

PMC's current lottery experience stems from our recent work with Village at Nauset Green in Eastham, MA, Village at Park River in Hartford, CT, and Truman Square in Edison, NJ. Pennrose currently has another upcoming housing lotteries in Schenectady, NY and Auburn, MA.

A lottery-selection process will be utilized for the initial occupancy, with a 60-day minimum application period. Marketing will be conducted in varied outreach mediums, including advertising and Internet Listing Services. At least one informational meeting will be held at an accessible location that will be convenient for all prospective applicants in order to educate potential applicants on the lottery process and the development. The date, time and location will be published online and in local print media. Applications will be available at various public locations.

A local preference will be granted to municipal employees, local employees and local residents to the greatest extent allowed by DHCD and Fair Housing laws through both the initial unit lottery and through the ongoing marketing plan.

Prospective residents will also be able to call a designated application line maintained and operated by Pennrose Management Company. The addresses and phone numbers for the project will be established prior to the start of the application period. Reasonable accommodations will be made to assist all interested persons with disabilities with the application process. Verbal interpretation services will also be available for Limited English Proficiency (LEP) households. Applicants who meet the Property's specific qualification criteria will be included in the lottery; the application will address the household's:

- Income
- Assets
- Size and Composition
- Minority Status (optional disclosure by household)
- Residency Preference
- Need for Reasonable Accommodation or Accessible Unit

Once all required information has been received, and



Pennrose leads the lottery in Eastham, MA

preliminary eligibility has been determined, based on the information provided on the application, Pennrose Management Company will send a written response stating the applicant's registration number. No individual having a financial interest in the project or their families can participate in the lottery. Applicants are not required to pay a deposit or any type of fee to enter the lottery or be placed on the waiting list.

The lottery will be held in Winchester at a location which will be determined prior to the lottery process. After the lottery has taken place, all applicants will be contacted within 30 days informing them of where their placement is on the lottery list based on bedroom size. Pennrose Management Company will retain a list of households who are not awarded a unit, in the order that they were drawn. If any of the initial renters do not rent a unit, the unit shall be offered to the highest ranked appropriately sized household on that retained list.

Preferences

Lottery drawings shall result in each applicant being given a ranking among other applicants with households receiving a local preference which shall include a priority category for Town employees, current Town residents, employees of local businesses and nonprofits located in the Town and households whose children attend Town schools subject to the extent permitted by federal law, state law, and DHCD regulations. The local preference will include a minimum of 25% of the affordable units and 10% percent of the market rate units for municipal employees subject to the extent permitted by federal law, state law, and DHCD regulations. In order to implement a local selection preference, a municipality must:

- Demonstrate the need for the local preference. For instance, a community that has a subsidized rental housing or public housing waiting list with local

4. MARKETING AND MANAGEMENT PLAN



Pennrose was met with a packed house for the Village at Nauset Green lottery in Eastham, MA

applicants likely to apply for the project may support a local preference for a rental development.

- Justify the extent of the local preference, the percentage of total units proposed to be set aside for local preference. That is, how does the documented local need justify the proposed size of the local preference for a given project in the context of the size of the community, the size of the project and the regional need. However, in no event may a local preference exceed 70% of the affordable units in a Project.
- Demonstrate that the proposed local preference will not have a disparate impact on protected classes.

Prior to the start of the marketing and lottery process, Pennrose will collaborate with the Town of Winchester to help address these three items in order to ensure the local preference is approved by DHCD under their guidelines. Due to the composition of the current housing stock and the lack of affordable rental housing available to Wareham families, Pennrose believes that a local preference is warranted and will be necessary for the Town to reach its overall housing goals. Based on prior projects, Pennrose anticipates the local preference to apply to a maximum of 70% of the units during initial lease up only. The remaining 30% of units will fall into the general lottery pool.

The project includes units accessible or adaptable for occupancy by disabled persons, therefore a preference for those units shall also be given to such disabled persons in conformity with state and federal civil rights laws. Accessible

units will also be listed with Mass Accessible Housing Registry (MassAccess).

Pennrose Management Company has experience running DHCD approved lotteries and administering affirmative fair housing marketing plans and recently marketed a DHCD approved lottery for Village at Nauset Green in Eastham, MA. The appendix includes the joint Affirmative Fair Housing Marketing Plan and Tenant Selection Plan for Village at Nauset Green as an example of what would be provided for this project. This plan details our procedures for marketing and leasing-up the property which included a lottery and local preference for the initial lease up. Pennrose believes these documents demonstrate:

- A clear understanding of fair housing requirements/ laws
- A clear understanding of local preference opportunities and requirements, and how the lottery will address preferences
- Ability and commitment to utilize appropriate state standards to determine program and unit eligibility
- Establishment of clear criteria for tenant selection and a fair and unbiased selection process
- Responsibility for selecting property qualified tenants
- Ability and commitment to maintain all necessary reports and certifications required under state and federal law

Pennrose Management Company is willing to provide any documents upon request that the town believes would further demonstrate our expertise.

Sample Management Plan

Management Plan

Village at Nauset Green

SAMPLE

Pennrose Management Company
1301 N. 31st Street
Philadelphia, PA 19121
(267) 386-8600

128,204v5

Management Plan

Village at Nauset Green

Index

I. **The Project**..... 2

 A. Unit Mix Overview..... 2

 B. Definitions..... 2

II. **Management Philosophy and Objectives** 3

 A. Mission Statement 3

 B. Specifics Objectives..... 3

III. **Program Guidelines and Requirements**..... 3

 A. Role and Responsibility of the Owner and Agent 3

 B. Management Fee..... 4

 C. Personnel Policy and Staffing Arrangements..... 4

 D. Marketing Effort..... 6

 E. Procedures for Determining Resident Eligibility..... 6

 F. Leasing..... 6

 G. Rent Collection Policies and Procedures..... 6

 H. Maintenance and Repair Program..... 7

 I. Accounting and Financial Management..... 9

 J. Resident – Agent Relations 9

 K. Violence Against Women Act Requirements..... 10

 L. Eviction Procedures..... 10

 M. Social Service Programs 10

 N. Energy Conservation..... 12

 O. Security 13

 P. Resident Handbook..... 13

 Q. Pet Policy 13

- EXHIBIT A: Job Descriptions
- EXHIBIT B: Resident Selection Plan
- EXHIBIT C: Pet Ownership Policy
- EXHIBIT D: Tenant Lease-Tax Credit, Market Rate and Addenda
- EXHIBIT E: PMC Personnel Policy/Employee Handbook
- EXHIBIT F: Maintenance Standards and Procedures
- EXHIBIT G: AFHMP
- EXHIBIT H: Grievance Procedure
- EXHIBIT I: Supportive Services Plan

MANAGEMENT PLAN

Village at Nauset Green

PENNROSE MANAGEMENT COMPANY (the “Agent”), acting as agent for **Villages at Nauset Green LLP** proposes the following Management Plan for “Nauset Green”, a 65-unit property for low income families/ individuals/senior citizens located in Eastham, Massachusetts.

I. The Project

A. Unit Mix & Amenities Overview

The Project will consist of 65 residential units, with 50 being LIHTC Units and 15 being WorkForce Units. Of the LIHTC Units, 11 will be PBV Units, including 8 Section 8 PBVs and 3 Section 811 PBVs and these 11 units will also be HOME units. 6 units of these 11 units will be set aside for individuals with disabilities. Of the 6 units set aside for individuals with disabilities, 4 will be set aside for individuals who are mobility impaired and 2 will be set aside for individuals who are sensory impaired. The Project will have a community building with a community room, playground and a picnic area as well as onsite parking.

B. Definitions.

As used in this Management Plan:

“Agent” means Pennrose Management Company.

“AHT Program” and “AHT Requirements” mean the Massachusetts DHCD Affordable Housing Trust Fund Program and the requirements associated therewith.

“DHCD”: The Department of Housing and Community Development.

“LIHTC Program” and “LIHTC Requirements” mean the federal low-income housing tax credit program and the requirements associated therewith. The LIHTC Requirements include, without limitation, those set forth in the LIHTC Indenture and in Section 42 of the Internal Revenue Code of 1986, as amended, and related regulations.

“LIHTC Indenture” means the Indenture of Restrictive Covenants for Low Income Housing Tax Credits for the Project executed by the Owner and Pennsylvania Housing Finance Agency.

“LIHTC Units” means the 50 units that will be operated in accordance with the LIHTC Requirements. The LIHTC Units include the 11 PBV Units.

“HOME Program” and “HOME Requirements” mean the Massachusetts DHCD HOME Program and the requirements associated therewith.

“HSF Program” and “HSF Requirements” mean the Massachusetts DHCD Housing Stabilization Fund and the requirements associated therewith.

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

“Owner” means Pennrose Campbell Purcell Community Housing, LLP

“**PBV Program**” and “**PBV Requirements**” mean the project-based voucher program established by HUD pursuant to Section 8 of the U.S. Housing Act of 1937, and the requirements associated therewith, including, without limitation, those described in the Housing Assistance Payments contract with respect to the Project between the Authority and the Owner and in 24 CFR Parts 5 and 983.

“**PBV Units**” means the 11 units that will be operated in accordance with the PBV requirements. The PBV Units are also LIHTC Units. This includes 3 Section 811 units.

“**Project**” means Campbell-Purcell, a 65-unit mixed finance housing development.

“**Section 811 Program**” and “**Section 811 Requirements**” mean the Section 811 PRA Program that was authorized by The Frank Melville Supportive Housing Act of 2010.

“**Section 811 Units**” means the 3 units that will be operated in accordance with the Section 811 and PBV requirements.

II. Management Philosophy and Objectives

A. Mission Statement

The Agent strives to provide the highest quality affordable housing with a superior level of customer service in order to establish a sense of community and to promote a better quality of living while achieving continued growth and preserving our tradition of excellence.

B. Specifics Objectives

The Agent's major objectives in the management of the Project are to:

1. Promote sound business management, thus insuring the project's financial success, including prompt payment of all obligations and timely collection of all rents due.
2. Coordinate the involvement of local public and private agencies that can provide residents with the resources necessary to achieve a more satisfying lifestyle.
3. Support the meaningful involvement of families in the social management of the Project.

III. Program Guidelines and Requirements

A. Role and Responsibility of the Owner and Agent

As a general rule, the Owner shall direct the Agent on matters of policy and overall procedure, while the Agent shall have direct responsibility for the day-to-day development operations as follows:

4. MARKETING AND MANAGEMENT PLAN

1. The Agent shall be responsible for marketing the Project in accordance with applicable policies, procedures and requirements.
2. The Agent will follow procedures as outlined in the Agent's Personnel Policy attached hereto as an Exhibit, in its day-to-day operation of the property.
3. The Agent shall attempt to achieve and maintain one hundred percent (100%) occupancy by conducting an affirmative marketing program when necessary and maintaining a waiting list of eligible applicants, as described in the Resident Selection Plan attached hereto as an Exhibit.
4. The Agent shall be responsible for the overall physical condition of the grounds and buildings and for developing and implementing a system for the timely acknowledgment of complaints, including prompt action to correct deficiencies.
5. The Agent shall develop and implement a continuing program of social activities with and for apartment residents.
6. All maintenance contracts, service contracts, insurance policies and claims settlements shall be approved by the Owner.
7. The Agent will maintain an accounting and financial reporting system acceptable to the Owner. All records, files, ledgers and banking functions regarding the rental units should be maintained at the site and accessible to the Owner and HUD during regular business hours with reasonable notice.
8. The Owner and the Agent acknowledge that the development is new construction subject to 24 CFR 8.22 (pertaining to accessible units) and will comply with such requirements.

B. Management Fee

The management fee paid to the Agent will pay for overall management expertise and will include:

1. Furnishing all necessary personnel for the supervision of development staff;
2. Budget preparation and analysis;
3. Hiring and training all on-site staff;
4. Executing and monitoring all service contracts;
5. Providing liaison with attorneys, government agencies, the Owner and project accountants; and
6. Providing general overall supervision of the development

C. Personnel Policy and Staffing Arrangements

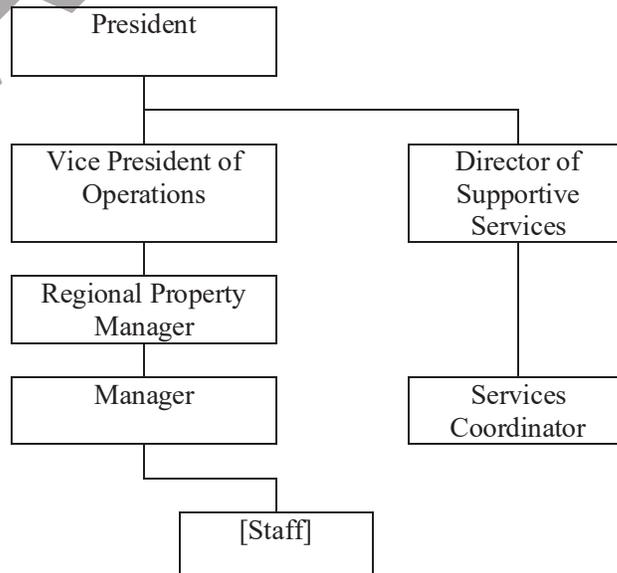
1. All personnel - professional, maintenance and clerical - shall be hired without regard to race, color, sex, age, religion, national origin, disability or familial status according

4. MARKETING AND MANAGEMENT PLAN

to Title VII of the Civil Rights Act of 1964, Title VI of the Civil Rights Act of 1964, Section 109 of Title I-Housing & Community Development Act of 1974, Age Discrimination Act of 1975, as amended, Section 504 of the Rehabilitation Act of 1973, as amended, Title VIII of the Civil Rights Act of 1968, Executive Order 11063 and any other applicable Equal Opportunity requirements of federal, state and local laws.

2. The Agent is committed to providing employment opportunities to residents of the Project in the fields of property management and building maintenance. As part of the Pennrose Resident Hiring Program, residents will be notified of job opportunities via postings at the Job Center, which will be located where all residents may have access to it. Residents will be informed of the details of the Resident Hiring Program at their orientation meeting upon lease-up and through reminders in the monthly newsletter.
3. Successful applicants who meet all employment eligibility requirements will be provided with on-the-job training and may also qualify for tuition assistance benefits for continuing education in job-related subjects.
4. The Agent shall employ a manager for the Project (the “**Manager**”). The Vice President of Operations and Regional Property Manager of the Agent shall supervise the activities of the Manager. The staff assigned to the Project shall be directly responsible to the Manager.
5. Staff composition including annual salaries and organizational chart shall be as required (Job descriptions attached as an Exhibit):

- a. Manager/Supportive Services Coordinator (Full Time) \$64,312.00
- b. Maintenance Supervisor (Full Time) \$47,984.00



4. MARKETING AND MANAGEMENT PLAN

D. Marketing Effort

The Agent shall market the Project according to the HUD-approved Affirmative Fair Housing Marketing Plan, attached hereto as an Exhibit. In addition:

1. A project sign will be placed on the site indicating where to apply for occupancy.
2. Newspaper advertisements and community contact letters will be utilized for ongoing outreach efforts to attract minorities and persons with disabilities.
3. Prospective applicants will be referred to the Rental Office where income and related information is placed on preliminary application forms.
4. Residents and prospective residents are advised of their right to request a reasonable accommodation if any unusual adaptations, modifications or additions are required in their living quarters while residing at the Project. This is done in order to comply with the Americans with Disabilities Act and 504 regulations.
5. Any future marketing brochures or newspaper advertisements used to fill vacancies will first be cleared with HUD's Office of Fair Housing and Equal Opportunity.
6. Prospective applicants/applications will be accepted in accordance with the waitlist policy in the Resident Selection Plan.
7. We will accommodate limited English proficiency in our marketing efforts and Fair Housing Signage.

E. Procedures for Determining Resident Eligibility

The Agent shall determine resident eligibility pursuant to the Resident Selection Plan for the Project attached hereto as an Exhibit. For HOME tenants, Agent must use HUD's "Technical Guide to Determining Income and Allowances for the HOME Program." Income will be calculated as defined in 24 CFR Part 5.

The Agent will ensure that the HOME and HSF Conflict of Interest Policy is followed as per the HOME and HSF Program rider to the management agreement.

F. Leasing

The Agent shall prepare and execute resident leases on behalf of the Owner. For all LIHTC Units, including the PBV Units, the lease shall be in the form attached as an Exhibit. For the PBV Units, the lease shall include the Tenancy Addendum for Section 8 Project-Based Voucher Program that is included as an attachment to the lease for LIHTC Units.

G. Rent Collection Policies and Procedures

The Agent shall make available to residents, in writing, a rent collection policy for the Project. This policy shall also be posted in the rental office. The rent collection policy shall consist of the following terms:

4. MARKETING AND MANAGEMENT PLAN

1. Rent is due the first (1st) day of each month.
2. Rent will be considered late after the fifth (5th) day. A rental reminder notice shall be placed under the applicable resident's door the afternoon of the fifth (5th) day of the month. The Agent's supportive services staff will receive a copy of this notice.
3. If the rent is not paid by the close of business on the fifth (5th) day of the month, a fee equal to 5% of the monthly rent will be charged.
4. On the ninth day of each month a warning letter will be sent to delinquent residents requesting that they make an appointment with the Manager within three (3) working days of that date. The Agent's supportive services staff will receive a copy of this note.
5. If no mutually acceptable agreement has been reached by the fifteenth (15th) day of the month, written notice of intent to begin eviction proceedings shall be sent.
6. If no resolution occurs within 24 hours, a Notice to Quit and Deliver is sent to the resident. Every effort shall be made to have the resident vacate the premises voluntarily.
7. If no results are obtained, appropriate court action will be commenced.

NOTE: A \$20.00 service fee will be charged on the second time or any additional time a check is not honored for payment.

Every effort will be made to assist those who are experiencing budget problems or temporary unemployment difficulties by referring them to the supportive service component of the Project which can work with them individually, setting up an agreed payment plan to carry them through difficult times, or assisting them in finding housing more suitable to their present circumstances.

H. Maintenance and Repair Program

1. Preventive Maintenance. The Agent will develop a Preventive Maintenance Plan for the Project upon completion of construction. A portion of a sample Preventive Maintenance Plan is attached hereto as an Exhibit. Pursuant to the Preventive Maintenance Plan, an itemized inventory will be taken of all building systems and equipment, and recommended maintenance procedures will be entered into the Yardi work order system as recurring work orders. When a preventive maintenance task comes due, a work order will automatically be generated and assigned for completion. These tasks will be identified as PM work orders in order to monitor that all required or recommended maintenance has been completed on a timely basis.
2. Scheduled maintenance and repairs for mechanical equipment and appliances in each apartment unit will be in accordance with manufacturers' recommendations and service manuals. Maintenance records will be maintained on all equipment to ensure proper service.
3. Inspection of grounds, buildings, and apartment units will be carried out at regular intervals to identify any maintenance problems that can be attended to promptly, to avoid serious problems at a future time.

4. MARKETING AND MANAGEMENT PLAN

4. Prior to initial occupancy, the prospective resident and the Agent shall complete a Dwelling Unit Inspection Report.
5. The Agent will conduct unit inspections no less than annually, but quarterly unit inspections are standard. Unit inspections may be completed at any time with proper notification.
6. When a resident gives a notice to vacate, a date for inspection of his or her unit will be scheduled prior to move-out. At this time the Maintenance Superintendent and the resident will inspect the unit, compare any damages or wear with information noted on the move-in checklist and determine whether the resident must pay for repairs.
7. Prior to re-renting the unit, the Agent will take the same inspection check-list and make all necessary repairs, have the unit repainted, and thoroughly clean and check all equipment and appliances for proper operation.
8. Each resident shall be instructed on home care (i.e. stove, heaters, etc.) as needed.
9. A comprehensive painting schedule will be set up for the development. All vacated apartments will be painted prior to re-occupancy, according to need. Apartments occupied continuously by the same resident will be painted every five to seven years at the Project's expense or sooner, if necessary, at the resident's expense.
10. Doors that receive heavy use shall be painted with a heavy-duty semi-gloss paint as necessary. In addition, the Agent will ensure that interior and exterior surfaces of the building are maintained in prime condition at all times.
11. Exterminating services shall be contracted monthly or at other intervals as necessary.
12. The Agent shall contract for trash removal services at required intervals.
13. All requests for repairs shall be made by calling the Rental Office. An interactive dialogue will allow residents to leave service requests any time of day, 7 days a week. Callers will be prompted how to place their request as an emergency or regular maintenance. A work order will be generated and transmitted to the site staff for action. Normal service repairs will be conducted during regular business hours from 9:00 a.m. to 5:00 p.m., Monday through Friday. In general, non-emergency repairs should be completed within thirty (30) days after receipt of the work order.
14. Maintenance staff will handle all repairs. The Manager will consult with the Regional Property Manager and/or Maintenance Superintendent for any major repair that cannot be handled by on-site staff.
15. A staff person shall be on call twenty-four (24) hours a day, seven (7) days a week in order to handle emergencies which are so serious in nature that they cannot wait to be corrected during regular hours. Emergency repairs will be completed within twenty-four (24) hours after receipt of the request, or if such repair cannot be completed within twenty-four (24) hours such repair shall begin within that time period and detailed explanation shall be provided to the resident of the steps being taken and why the repair could not be completed within twenty-four (24) hours.

4. MARKETING AND MANAGEMENT PLAN

16. Any prospective maintenance costs to residents will be clearly posted in the Rental Office. In general, residents will be expected to pay for all property willfully or accidentally destroyed or damaged by them or their guests.

17. With the exception of petty cash items, equipment and supplies shall be ordered on a purchase order and must receive the approval of the Manager.

I. Accounting and Financial Management

1. The Agent shall maintain files on all residents, which will include applications, lease, income, certifications and recertifications and any other data relating directly to the resident.

2. Regular reports of finances and occupancy will be prepared monthly and annually, and submitted to the Owner. All records, files, ledgers and banking functions regarding the units should be maintained at the site and accessible to the Owner during regular business hours with reasonable notice.

3. The Agent shall, as a project expense, contract with a certified public accounting firm at the end of each operating year for the purpose of having audited financial statements prepared. These statements shall be submitted to the Owner. All records, files, ledgers and banking functions regarding the units should be maintained at the site and accessible to the Owner during regular business hours with reasonable notice.

4. The Owner will receive the monthly accounting report by the 20th day of the following month, unless some other schedule is desired. All records, files, ledgers and banking functions regarding the units should be maintained at the site and accessible to the Owner during regular business hours with reasonable notice.

J. Resident – Agent Relations

1. General

Each new resident will be oriented to the development by the Manager in a private meeting regarding the following areas:

- Rights and responsibilities of the resident under the lease
- Location and meeting schedule of civic and/or other resident groups
- Tips and rules of development living
- Services provided by the Agent
- Hours of office operation
- Maintenance and repair request procedures
- Income recertification and dwelling unit inspection procedures
- Instructions on operation of all appliances and equipment within the unit

2. Periodic meetings will be arranged as needed between a committee representing the residents and management with regard to any and all complaints, problems, or management procedures that could be corrected or improved by either party.

3. Grievance Procedures

4. MARKETING AND MANAGEMENT PLAN

All resident grievances in the area of management services, maintenance services, management policy, management personnel, and grievances concerning other residents will receive prompt, efficient follow-up from the Agent.

Grievances that cannot be resolved on-site shall be made in writing to the Agent, and a meeting between the aggrieved party and the Agent shall be called to resolve the issue.

K. Violence Against Women Act Requirements

The Violence Against Women Act of 1994, as amended (“VAWA”), provides certain protections to victims or intended victims of domestic violence, and imposes certain requirements on operators of housing funded by the federal government, including under the LIHTC, Public Housing, PBV and HOME Programs.

Under VAWA, the Agent may not deny admission to any applicant on the basis that the applicant is or has been a victim of domestic violence, dating violence, sexual assault or stalking, if the applicant otherwise qualifies. Additionally, with respect to admitted residents, an actual or threatened incident of domestic violence, dating violence, sexual assault or stalking may not be construed as a serious or repeated violation of a lease, or as good cause for terminating a lease, with respect to the victim or intended victim of such an incident. A lease may, however, be bifurcated so that a perpetrator may be evicted from the household and the victim or intended victim may stay, if that result is appropriate. The form[s] of lease for Project units will incorporate these terms.

Recent amendments to VAWA require HUD to develop a notice of rights of individuals under VAWA. When this new notice form is available, the Agent must provide the notice in multiple languages to residents or applicants in the following circumstances: when an application is denied; when an accepted applicant is admitted into a unit; and along with any notification of eviction or notification of termination of assistance.

For more information, see 42 USC §14043e-11 and, with respect to PBV Units, PIH 2006-42].

L. Eviction Procedures

With respect to the PBV Units, any termination of tenancy initiated by the Agency must comply with all PBV Requirements, including 24 CFR 983.257 and those requirements described in Chapter 8 of HUD Handbook 4350.3.

M. Social Service Programs

The Agent has long been a vocal proponent of the need for meaningful supportive services to facilitate a successful transition from poverty to self-sufficiency. The primary goal of the Agent is to provide and manage quality affordable housing for low-income families and individuals. The Agent has been successful in achieving that goal, in part because of its early recognition that supportive services must be combined with quality housing to assure continued stability both in households and communities. At our properties, we link residents to programs and services that will enable them to improve their quality of life. Desired outcomes include the enhancement of self-esteem, self-sufficiency, and self-empowerment, both as individuals and as a community, and success in school and post-secondary education and employment for children growing up in the neighborhood. Furthermore, in the affordable housing industry supportive services has become a valuable asset management tool. Effective service coordination will help alleviate the challenges that are most common to federally assisted housing communities such as: high

4. MARKETING AND MANAGEMENT PLAN

turnovers, rental delinquencies, property damages and vandalism, vacancy losses, and evictions. By working proactively in implementing service standards, we will prevent many of the aforementioned situations. From a business perspective having a service-enriched housing community makes good sense — it creates greater resident retention; fewer lease violations and reduced maintenance costs. This helps to stabilize the community and thereby, improves the overall property management through enhanced resident relations and stronger fiscal operations.

The Agent is dedicated to the provision of supportive services that assist residents in addressing their needs. However, each community is different as are the service needs of the residents. Therefore, supportive services are to be implemented in close coordination and communication with the residents to ensure that the services, programs and activities provided meet their needs and desires. To ensure a degree of uniformity across all properties managed by the Agent, it is the Agent's goal to offer a basic set of services to all communities. Therefore, Minimum Resident Services Standards for our family properties have been developed, as follows:

Minimum Resident Services Standard for Family Communities

- *Establish effective communications through monthly newsletter and regular meetings*
- *Organize and support a Residents' Association*
- *Coordinate after school programs either on-site or identify other options in the community, such as churches, public schools, YMCA's or Boys & Girls Clubs.*
- *Provide access to summer camping & day camp programs (on and off-site)*
- *Coordinate access to affordable and reliable transportation services with public and private entities. Identify public bus lines and based upon ridership, see if transportation routes can be extended to accommodate residents.*
- *Coordinate access to youth recreational activities such as, arts and crafts, scouting programs and sporting activities (on and off-site)*
- *Working with local law enforcement and fire department help to create Community Safety Programs, to include: crime prevention programs, personal safety and fire prevention. In addition, each site is to have an evacuation plan in place in the event of an emergency or fire.*
- *Identify community-based service provider agencies to create adult activity programs appropriate to parents needs such as life skills training, educational and socialization opportunities.*
- *Provide access to financial assistance programs, i.e. energy assistance programs and budget counseling, for example.*
- *Complete a needs assessment every other year to determine desired and needed supportive services.*

The Agent's philosophy is to utilize the existing services available through public, private and community-based agencies and organizations, bringing services on-site to the maximum extent possible. This will be accomplished by the Agent as the primary service provider, through the development of a site specific Supportive Services Plan and the hiring of an on-site Resident Services Coordinator to provide services. The cost of the service program and coordinator salary will be funded through project operations. The Manager and Service Coordinator will work closely together to assure delivery of services to all residents. An outline of the Supportive Services Plan is attached hereto as an Exhibit.

4. MARKETING AND MANAGEMENT PLAN

To augment the supportive service program, management will assist in planning and directing social programming activities until a resident group can be formed and encouraged to develop social programs of their own. The Agent will make every effort to assist the Resident Association on an ongoing basis by providing advice and informal assistance, staff time and materials, and assistance in obtaining meeting space.

N. Energy Conservation

1. This development will promote energy efficiency and conservation, operational savings and sustainable building practices as agreed to in the tax credit application for the Project. This includes the installation of Energy Star® appliances and mechanical systems as well as the utilization of “green building” practices in all phases of the design and construction. The Agent will maintain such appliances and systems to meet the design standards at all times. As appliances and systems require repair, replacement or retrofit, Management will continue to use only those materials that meet the Energy Star® or “Green Label” standard.
2. To conserve water, landscape plantings will be drought-tolerant and will not require irrigation.
3. All maintenance staff will be trained on all materials, systems and equipment used in the construction, explaining the “green building” components and amenities, how they benefit the property and how to properly maintain them. At the initial training by the contractor, a video will be made of the entire training. Together with the maintenance and operations manual provided by the contractor, a copy will be retained on site in good order in a safe location. All future maintenance staff will receive training using the video and manual.
4. At lease-signing, all residents will be provided with a Green Building Guide and orientation, explaining the Green Building components and amenities and how they benefit from them.
5. At lease-signing, all residents will receive instruction on the care and use of all appliances within the residence to prolong appliance life and maximize energy conservation. Periodic reminders will also be provided via the monthly newsletter, resident meetings or periodic home care seminars.
6. Residents will be required, as a Lease obligation, to report leaking faucets immediately, to prevent water waste.
7. In keeping with current environmental guidelines with respect to lighting, bulbs of the minimum wattage necessary to provide adequate lighting will be installed in all public and outdoor areas of buildings. Compact fluorescent light bulbs and specially shielded fixtures, that direct light downward may be used to maximize the amount of illumination while conserving electricity.
8. Water heaters will not be set at a temperature higher than is necessary to accommodate resident's needs.

4. MARKETING AND MANAGEMENT PLAN

O. Security

The Agent will participate in programs in support of the eradication of drugs, crime and vandalism while helping to provide linkages to the community and fostering stability of the resident population. Relationships and partnerships will be established between the management company, resident population, existing community based organizations and local law enforcement agencies. Programs may include, but are not limited to:

- development of Resident Association;
- non-profit incorporation of resident council and proposal writing;
- development of site-based Town Watch and participation in community Watch;
- safety awareness training;
- employment opportunities for residents in security, maintenance and management;
- incentives for resident volunteerism;
- Periodic site reviews of lighting, green space and areas of criminal activities;
- emphasis at resident orientations and signing of lease addenda for Drug Free Housing;
- establishment of “checkpoints” for district police;
- participation in DARE program for youth; and
- grant application to Weed and Seed Programs.

P. Resident Handbook

The Agent has developed a handbook to serve as a resource for residents of the Project. The Resident Handbook is attached hereto as an Exhibit.

Q. Pet Policy

The Pet Ownership Policies and Procedures and all other pet addenda for the Project are attached to the tenant leases as applicable found in Exhibits hereto.

Sample Tenant Selection Plan

Exhibit “B”

Tenant Selection and Affirmative Fair Housing Marketing
Plan

Campbell-Purcell

Sample

Project Information

Project Name	Campbell-Purcell
Project Contact Name	Jennifer Hayward
Address	4300 US-6
City, State, Zip	Eastham, MA 02642
Phone	267-386-8600
Fax	267-386-8650
TTY/TDD/Audio Relay	711 National Voice Relay

The Purpose of the Resident Selection Plan

This Resident Selection Plan has been produced by Pennrose Management Company (the “**Agent**”), the property management agent for Campbell-Purcell (the “**Project**”), owned by Brackett Road Housing, LLC (the “**Owner**”). The Resident Selection Plan helps to ensure that applicants to the Project are selected for occupancy in accordance with established management policies and the requirements of the federal low-income housing tax credit program and the project-based voucher program. Please contact the management office if you need help understanding this document.

This document is an exhibit to, and should be read in conjunction with, the Management Plan produced by the Agent for the Project. Capitalized terms that are used but not defined in this Resident Selection Plan shall have the meaning given to them in the Management Plan.

Smoke Free Housing

Smoking is prohibited in any area of the property, both private and common, whether enclosed or outdoors. This policy applies to all owners, applicants, residents, guests, and servicepersons. “Smoking” shall include the inhaling, exhaling, burning, or carrying of any lighted cigarette, e-cigarette, cigar, pipe, other tobacco products, marijuana including medical marijuana, herbal smoking products “Legal Weed” or products known as “bath salts” or illegal substance.

Pets

The Owner/Agent has established a Pet Policy for this property. Pet Policies and Procedures and all pet addenda are listed as an exhibit to the lease documents. Assistance animals, companion animals, service animals and therapy animals are not considered pets. If an applicant wishes to request an assistance/companion/service/therapy animal, please review the process to request a reasonable accommodation in Appendix A. Please keep in mind that the following criteria must be met in order for the Owner/Agent to approve such an accommodation:

- The applicant or resident must meet the DOJ/HUD’s definition of person with disabilities

4. MARKETING AND MANAGEMENT PLAN

- The animal must be necessary to afford a person with a disability an equal opportunity to use and enjoy a dwelling
- The disability and need must be verified unless previously known or obvious
- The animal must not pose a threat to other residents, the property staff, applicants or vendors
- The resident must agree to abide by the assistance animals rules (available for review upon request)

Assistance Definition

The property is operating under the guidelines established for the HUD Section 8, the Low Income Housing Tax Credit Program (LIHTC) plus DHCD and local subsidies, including HOME, HSF and AHT as well as MHFA Workforce Program. Requirements for these programs are described in the Tax Credit Regulatory Agreement, Massdocs Affordable Housing Restriction and MassHousing Workforce Use Restriction and Regulatory Agreement. Therefore, applicants must meet the criteria for one or more programs, depending on the apartment applied for within the project, in order to qualify.

Subsidy

Eleven (11) residents at this property are offered subsidized rent. This means the rent that a household pays is based upon the household income. The rent paid by residents may vary. Subsidized rents are made available through participation in the HUD Section 8 and Section 811 programs. Exhibits E-1, E-2 and E-3 to this plan support the Section 811 application & eligibility process. Exhibit I to this plan supports the Section 8 application & eligibility process.

Housing Vouchers

Owner/Agent may not admit an applicant with a HUD housing voucher to a unit with Section 8 assistance unless the applicant agrees to give up the voucher prior to occupancy.

Policies to Comply with Section 504 of the Rehabilitation Act of 1973 and the Fair Housing Act Amendments of 1988 and Title VI of the Civil Rights Act of 1964

The Agent is committed to the letter and spirit of U.S. policy for the achievement of equal housing opportunity throughout the country. We encourage and support an affirmative advertising and marketing program in which there are no barriers to obtaining housing because of race, color, religion, sex, handicap, familial status, national origin, sexual orientation or gender identity. Specifically, the Agent complies with the federal laws described in this Section.

Fair Housing

The Fair Housing Act prohibits discrimination in housing and housing related transactions based on race, color, religion, sex, national origin, disability, and familial status.

Title VI of the Civil Rights Act of 1964

The Owner/Agent complies with Title VI of the Civil Rights Act of 1964 which prohibits discrimination based on race, color, or national origin in any program or activity receiving federal financial assistance from HUD.

4. MARKETING AND MANAGEMENT PLAN

Section 504 of the Rehabilitation Act of 1973

The Owner/Agent complies with Section 504 of the Rehabilitation Act of 1973 which prohibits discrimination, based on the presence of a disability in all programs or activities operated by recipients of federal financial assistance. Although Section 504 often overlaps with the disability discrimination prohibitions included in the Fair Housing Act, it differs in that it also imposes broader affirmative obligations on the Owner/Agent to make their programs, as a whole, accessible to persons with disabilities.

Coordinating Efforts to Comply with Section 504 Requirements

The Owner/Agent has designated a person to address questions or requests regarding the specific needs of residents and applicants with disabilities. This person is referred to as the Section 504 Coordinator.

Name of Section 504 Coordinator:	Kathi Garrone
Address:	1301 N. 31 st Street Philadelphia, PA 19121
Phone Number:	267-386-8600
TDD/TTY Number:	711 Voice Relay

Requests for Reasonable Accommodation or Modification

In accordance with the Fair Housing Act and Section 504 of the Rehabilitation Act, the Owner/Agent will make reasonable accommodations or modifications for individuals with disabilities (applicants or residents) unless these modifications would change the fundamental nature of the housing program or result in undue financial and administrative burden. Please see Appendix A for additional information.

Compliance with Requirements Outlined in the Violence Against Women Act

Violence Against Women Act: HUD Notice #06-42 pertains to The Violence Against Women Act of 2005 (VAWA) which prohibits owners from denying admission to any person simply because she/he has been a victim of domestic violence, or stalking. Domestic violence, dating violence, or stalking is not good cause for evicting the victim of that violence. Under VAWA an owner can only evict an individual based on the domestic violence against his/her if it can prove there is an “actual and eminent threat” to other tenants or staff if s/he is not evicted.

The Violence Against Women and Justice Department Reauthorization Act of 2005 and amendments of 2013 protects tenants and family members of tenants who are victims of domestic violence, dating violence, or stalking from being evicted or terminated from housing assistance based on acts of such violence against them. These provisions apply both to public housing agencies administering public housing and Section 8 programs and to owners renting to families under Section 8 and other affordable housing programs.

In general, the law provides in part that criminal activity directly relating to domestic violence, dating violence, or stalking, engaged in by a member of a tenant’s household or any guest or other person under the tenant’s control, shall not be cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant’s family is the victim or threatened victim of that abuse. The law also provides that an incident or incidents of actual or threatened domestic violence, dating violence, or stalking will not be construed as serious or repeated violations of the lease by the victim or threatened victim of that violence and will not be “good cause” for termination of the assistance, tenancy, or occupancy rights of a victim of such violence.

Availability of Assistance for Persons with Limited English Proficiency

Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency (LEP)" requires the Owner/Agent to develop and implement a system to provide housing assistance so persons of LEP can have meaningful access. The Owner/Agent will provide for such meaningful access consistent with, and without unduly burdening the fundamental mission of the property. The Owner/Agent will work to ensure that people who apply for and/or qualify for housing assistance are provided meaningful access to HUD's housing assistance program.

Protections provided based on Sexual Orientation, Gender Identity or Marital Status

The Final Rule - *Equal Access to Housing in HUD Programs – Regardless of Sexual Orientation or Gender Identity* was published in 2012. The Owner/Agent will comply with the requirements established in the Final Rule which ensures that HUD's core housing programs are open to all eligible persons regardless of sexual orientation, gender identity or marital status.

Overview of Application Process

Procedures for Taking Applications

The Agent will accept and process applications for all units, in accordance with LIHTC, PBV, HOME, HSF, AHT, MHFA Workforce, CPA and other funding source Requirements. The Agent will make a reasonable accommodation to assist in the application process if the applicant or any member of the applicant household is disabled.

Application Period

The application period should be at least 60 days. To ensure the fairness of the application process, applicants must not be required to deliver application materials and instead must be permitted to mail them or submit by alternative means such as fax or e-mail.

The LIHTC, PBV and Workforce units will be filled using a Lottery as required by DHCD.

Prior to the Lottery

The following will occur prior to the Lottery:

AFHMP Ads will be published 2 times prior to the Lottery and will include instructions on how to obtain a pre-application. The first ad will be placed in March 2019 (60 days prior to the lottery) and the second in April 2019 (30 days prior to the lottery) advising of a lottery to be held in May 2019.

One or more Informational Meetings for potential applicants will be held to educate them about the community, the lottery process and timelines surrounding the lottery process, application completion, etc... The first informational meeting will be held in April 2019 (in concurrence with the first AFHMP ad). Subsequent meetings will be held as necessary, and it is likely that a second meeting would be held in conjunction with the second AFHMP ad, 30 days prior to the Lottery.

Pre-Applications will be accepted for a minimum of 60 days, but will be extended as needed, to ensure that there are enough applicants who meet the eligibility criteria for each of the unit size and income tier for the development.

4. MARKETING AND MANAGEMENT PLAN

*The full application and interview process will begin immediately following the lottery with all eligible applicants catalogued into their lottery selection slot.

Lottery Procedure

The lottery will be held in May 2019 (approximately 60 days from the publishing of the first AFHMP ad). Because building delivery will be staggered over 5 months for initial occupancy, we will be processing applications for apartments in the order in which the buildings become available for occupancy.

Once all required information has been received, qualified applicants will be assigned a registration number. **Only applicants who meet the applicable eligibility requirements will be entered into the lottery.**

Ballots with the registration number for applicant households will be placed in **all** lottery pools for which they qualify. The ballots will be randomly drawn and listed in the order drawn, by pool. This project has units with different numbers of bedrooms, so units will then be awarded (largest units first) by proceeding down the list to the first household on the list that is of appropriate size for the largest unit available according to the appropriate-unit-size criteria established for the lottery. Once all larger units have been assigned to appropriately sized households in this manner, the lottery administrator will return to the top of the list and select appropriately sized households for smaller units. This process will continue until all available units have been assigned to appropriately sized applicant households.

The lottery will be held at a public, wheelchair accessible location.

Deposits/Fees

Successful lottery participants will not be required to pay any fee or deposit to hold a unit pending construction completion nor will applicants be required to pay any form of fee or deposit to be placed on a wait list.

Accessible Units/Units with Adaptive Features; Reasonable Accommodations

The project includes units that are fully accessible, units that have adaptive features (also commonly referred to as “adaptable” units), for occupancy by persons with mobility impairments or hearing, vision or other sensory impairments, first preference (regardless of applicant pool) for those units shall be given to persons with disabilities who need such units, including single person households, in conformity with state and federal civil rights laws. This preference applies to fully accessible units, which include 5% of the total units which are to be wheelchair accessible and 2% which are to be communications accessible.

Fulfilling the obligation for a providing a first preference, as described above, does not limit an owner’s fair housing obligations with respect to persons with disabilities. When a person with a disability is the next eligible applicant and the development contains available units with adaptive features, the applicant must be made aware of such availability and of the owner’s obligation to adapt the unit as needed.

Upon request, the Agent will provide interested parties with a copy of the application package.

The person who is indicated as the head-of-household must execute and sign all documents that are included in the application package. Before completing or executing any forms, additional copies should be made for all adult household members and in some cases for minors who will live in the unit.

All adult applicants must complete the application package as instructed.

4. MARKETING AND MANAGEMENT PLAN

Applicants must provide a government issued photo ID - used for verifying the identity of all applicants - to accompany applications. In some cases, and when appropriate, this ID may also be used to verify age and citizen/non-citizen eligibility status. If the applicant is not able to visit the site, alternative means of verifying identity, such as Skype, may be utilized.

Applicants must provide a birth certificate or other documentation that can be used to verify age, citizen/non-citizen eligibility status and relationship to other household members.

All applications can be submitted on the Project site at the property management office. The Agent will accept applications via mail. The Agent will also accept the application in an equally effective format, as a reasonable accommodation, if there is the presence of a disability.

All documents in the application package must be **completed in full**, signed and dated in order to be accepted. Applicants will not be added to the waiting list until all application forms have been properly completed and signed as appropriate. Incomplete application packages will be returned.

Live-in Aide Procedure

Applicants should notify management office staff if the household plans to include a live-in aide. The live-in aide is not required to complete the same application forms but must complete the Live-in Aide Questionnaire and screening and other O/A verifications that are required.

The live-in aide has no rights to the unit and will be required to relinquish possession of the unit within a reasonable time as stipulated by the Agent. The live-in aide will be required to sign an acknowledgement the live-in aide has no right of residency or occupancy if the resident moves out for any reason including death.

Consent to Verification

All adult members of an applicant household must sign consent forms and, as necessary, verification documents, so that the Agent can verify eligibility and screening criteria, relating to income and other factors (e.g., disability status). Consent and verification forms protect the rights and privacy of residents and applicants by allowing them to have control over any information collected about them. Each household member age 18 and older and each household head and spouse regardless of age must sign the resident release and consent form regardless of whether they report income.

If the applicant or any adult member of the applicant's household does not sign and submit the consent forms, the Agent must reject the application.

Preliminary Determination of Applicant Eligibility

Following the lottery, upon receipt of a complete application package, the Agent will then review the application for program eligibility. Eligibility standards are discussed in detail in Section V below. All information needed to determine applicant eligibility shall be obtained and verified pursuant to the verification procedures described in Section VII below.

During the ongoing operation of the property, the Agent will also make a preliminary eligibility determination before adding a household to a waiting list or initiating final eligibility tasks. The Agent will review the application to ensure that there are no obvious factors that would make the applicant ineligible. If a preliminary eligibility review indicates that a household is eligible for tenancy, but units of appropriate size are not available, the Agent will place the household on a waiting list for the property as described in Section VI below,

Final Determination of Eligibility

When a unit becomes available, all eligibility criteria will be reviewed before a final eligibility determination is made. Additionally, all adult members of an applicant household (and, if appropriate, minors) will be subject to certain screening, as described in Section VIII below, based on landlord/rental history, credit history and criminal history. If the screening process determines that the family meets the Agent's standards for admission, a final determination is made that the applicant is eligible.

Eligibility Requirements

Based on federal regulations, the Owner/Agent may admit only eligible applicants. In the selection of applicants for admission, eligibility criteria have been established in accordance with HUD and LIHTC guidelines.

The following eligibility standards will be applied in accordance with HUD and LIHTC requirements.

Property Eligibility Definition

Household/Resident Type

This is a Section 8 and Low-Income Housing Tax Credit family property and is designed to provide housing to all households who meet the eligibility and screening requirements.

Income Limits

Income limits vary by household size. The Owner/Agent will provide applicants a copy of the income limits for the property area upon request. In addition, applicants can review the income limits by accessing the following web site. <http://www.huduser.org/datasets/il.html>

HUD requires that property managers incorporate the most recently published income limits when determining eligibility. Income limits are updated annually (usually around December).

Income Eligibility and Set-Aside Requirements

Occupancy at Campbell Purell must be consistent with the income eligibility guidelines and supportive housing and veteran household set-aside requirements of the LIHTC program set forth in the owner's tax credit application to DHCD and the ELIHC (the "Tax Credit Requirements") and the program requirements of MassHousing's Workforce Program (See Addendum F-2). The specific requirements are as follows:

- 1) 50 units shall be for households having annual incomes at or below 60% of the area median income (adjusted by family size)
- 2) 11 of the 50 units shall be for households having annual incomes at or below 30% of the area median income (adjusted by family size). Eight (8) of these 11 units will be for Section 8 tenants and three (3) of these 11 units will be for Section 811 tenants.
- 3) 15 units shall be set aside for households meeting the criteria defined as Workforce Housing.
- 4) 3% of all subsidized units will be set aside for residents referred by the Department of Mental Health (DMH) and/or the Department of Developmental Services (DDS). Each of the forgoing is referred to as an "Occupancy Category". An Occupancy Category that is represented by fewer than the prescribed number of units in that Occupancy Category as aforesaid shall be referred to as an "underrepresented" Occupancy Category; an Occupancy Category already represented by the full number of units therein shall be referred to as an "overrepresented" Occupancy Category.

4. MARKETING AND MANAGEMENT PLAN

Area Median Income is determined periodically by the US department of Housing and Urban Development and is adjusted by family size.

Privacy Policy

It is the policy of the Owner/Agent to guard the privacy of individuals conferred by the Federal Privacy Act of 1974 and to ensure the protection of such individuals' records maintained by the Owner/Agent.

Neither the property owner nor its agents shall disclose any personal information contained in its records to any person or agency, other than HUD, its Contract Administrators or other federal/state entity or investor auditing entities, unless the individual about whom information is requested gives written consent to such disclosure.

This Privacy Policy in no way limits the Owner/Agent's ability to collect such information to determine eligibility, compute rent, or determine an applicant's suitability for tenancy.

Income Tiering

The LIHTC Waiting List shall organize the non-subsidized LIHTC Units according to the tiers identified in the chart below, which sets forth the target distribution of the LIHTC Units. This target distribution is derived from the LIHTC Indenture and other applicable LIHTC Requirements as well as any more stringent requirements imposed by the HOME and PBV Program. Note that this chart covers all LIHTC Units, including the HOME Units and the PBV Units.

Income Tiering

Bdrms	Units	Unit Type	Target AMI
1	3	Section 811	30%
1	2	PBV	30%
1	20	LIHTC	60%
1	2	Market/WF	90%
2	3	PBV	30%
2	15	LIHTC	60%
2	13	Market/WF	90%
3	3af	PBV	30%
3	4	LIHTC	60%
TOTALS	65		

PBV Units

Applicants for the PBV Units that are subsequently determined to be ineligible shall not be placed on a waiting list.

Accessible Units – General Policy

Within the Waiting List, units that have been made accessible in accordance with the Universal Federal Accessibility Standards will be offered to applicant households with disabled members first. In some

4. MARKETING AND MANAGEMENT PLAN

cases, the Agent may implement marketing effort to ensure that disabled households occupy accessible units. An accessible unit will be offered as follows:

- 1) Units with communication accessible features will be offered to households with a verified need for communication accessible units first
- 2) Units with mobility accessible features will be offered to households with a verified need for mobility accessible units first

When an applicant requests an accessible unit or a unit preference, the Owner/Agent will conduct inquiries to:

- 1) Verify that the applicant is qualified for the unit, which is only available to persons with a disability or to persons with a particular type of disability
- 2) Verify that the applicant needs the features of the unit as an accommodation to his or her disability
- 3) Verify that the applicant is qualified to receive a priority on the waiting list available to persons with a disability or to persons with a particular type of disability

In the case where the members of the household who required the special features of the accessible unit no longer reside in the unit, and where the lease permits, the Agent will require the remaining members of the household to move to a unit without accessibility features when such a unit of the appropriate size becomes available.

If there is no household on the waiting list that has requested an accessible unit, the unit will then be offered to the next applicant household on the waiting list. Before the applicant can accept that accessible unit, all adult members of the applicant household must sign an agreement that includes a requirement to move, at the household's expense, to the first available non-accessible unit that meets the household's occupancy requirements as described in this plan.

The resident household will not be required to move if:

- 1) No unit that meets the household's occupancy requirements is available
- 2) There is no applicant household on the waiting list requesting an accessible unit

The Agent will not skip over a household that has reached the top of the waiting list and has indicated a need for certain unit features because of a disability. The household will be given the opportunity to benefit from the program and decide for itself, in compliance with the Fair Housing Act and Section 504, whether a unit meets the needs of the disabled household member. The household may accept the unit and request some modification to the unit as a reasonable accommodation.

Detailed Priorities

When a unit is available, that unit will be offered in the following order, subject to unit-type eligibility, regulatory requirements and the income tiering preferences described above:

4. MARKETING AND MANAGEMENT PLAN

Accessible units will be offered in the following order:

- 1) The next household on the waiting list that currently resides on the property and needs a different accessible unit based on a change in household size or composition
- 2) The next household on the waiting list that currently resides on the property in an accessible unit that needs a different accessible unit based on a verified medical need
- 3) The next household on the waiting list that currently resides on the property and needs a different unit based on a verified need for an accessible unit
- 4) The next household on the waiting list that currently resides in the community that includes an adult household member requesting a separate unit and that includes a member that needs the features of that accessible unit.
- 5) The next applicant household on the waiting list that does not currently reside in the community that requires the features of an accessible unit
- 6) The next household on the waiting list that currently resides in the community that includes an adult household member requesting a separate unit when no residents or applicants require the features of an accessible unit
- 7) The next applicant household on the waiting list that does not currently reside in the community when no residents or applicants require the features of an accessible unit

Non-accessible units will be offered in the following order:

- 1) The next household on the waiting list that currently resides on the property and needs a different size unit based on a change in household size and/or composition
- 2) The next household on the waiting list that currently resides on the property and needs a different unit based on a verified medical need for a different unit
- 3) The next household on the waiting list that currently resides on the property that no longer requires the accessibility features of the unit in which they currently living
- 4) The next household on the waiting list that currently resides in the community that includes an adult household member requesting a separate unit
- 5) The next applicant household on the waiting list that does not currently reside in the community

Preferences

There is no local preference for the PBV units. Additional preferences for the PBV units are listed in Appendix I.

For the LIHTC Units

- 1) 65% of the units in the project have a preference for the residents of the town of Eastham.
- 2) 10% of the units in the project have a preference for the residents of Cape Cod.

LIHTC Program Eligibility – applicable to all LIHTC Units

Based on federal regulations, the Agent may admit only eligible applicants. In the selection of applicants for admission, eligibility criteria have been established in accordance with LIHTC guidelines.

The following eligibility standards will be applied in accordance with LIHTC Requirements:

- 1) The household's annual income must not exceed program income limits at move-in. Specifically, pursuant to the LIHTC Indenture, all units must be occupied by households earning at or below 60% of AMI, and at least 40% of the units must be occupied by households earning at or below 60% of AMI.
- 2) The household size must be appropriate for the available apartments.
- 3) All information reported by the household is subject to verification.

HOME and HSF Program Requirements

For HOME and HSF tenants, Agent must use HUD's "Technical Guide to Determining Income and Allowances for the HOME Program." Incomes will be calculated as defined in 24 CFR Part 5.

Workforce Program Requirements

Agent must use HUD Handbook 4350.3 REV-1 (Occupancy Requirements of Subsidized Multifamily Housing Programs) in completing income certifications and determining eligibility for Workforce Housing units. Also see addendum F-2.

PBV Program Requirements

The project will maintain a site based waiting list for Project-Based Section 8 (PBS8) pursuant to the requirements of 24 CFR 983. For units covered by a Housing Assistance Program (HAP) contract for Campbell Purcell, all referrals from the property will be sent to The Housing Assistance Corporation (HAC).

The project will establish and conduct as part of its process to determine eligibility for the PBS8 Program the following:

- 1) Obtain a completed form HUD 9886 and form HUD 9886a from all adult household members that will permit the project to conduct the income and eligibility verification process for PBS8 and which will allow the project to share the information that generates the form HUD 50058 with HAC.
- 2) Determine Eligible Immigrant Status and prorate any rental assistance to the household as appropriate. Eligible Immigrant status is not a Section 42 requirement.
- 3) Verify income, assets, deductions and exclusions. This process will access the EIV system.

Request for Proposals - Waterfield Lot, Town of Winchester



JOHN C. ANDERSON, PHILADELPHIA, PA

5. Zoning and Permitting

a. Provide an overview of the expected need for permitting and regulatory relief, governmental or regulatory approvals including land use, zoning development, and environmental permits.

Waterfield Road, Winchester MA Zoning Summary

The following is meant as a general review of zoning rules and regulations for the Waterfield Lot site. It includes a review of the critical requirements for use, dimensions, density, parking etc, but is not meant to include every section of the bylaw. We review the requirements of the underlying zoning as well as those for the PUD. The zoning strategy for the proposed development will be to pursue a Special Permit in accordance with the PUD requirements.

District Center Business District (CBD)

Section 3.0 Use Regulations

Table of Use Regulations

All uses for CBD refer to Section 7.3.11.3

Section 4.0 Dimensional Requirements

4.1.1 Table of Dimensional Requirements

All dimensional requirements for CBD refer to Section 7.3.12

Note n. See Section 7.3 for Center Business District

Section 5.0 General Regulations

Section 5.1 Off-Street Parking Requirements

5.1.3 Table of Off-Street Parking Requirements

Mid-rise apartments - .75 spaces per dwelling unit *41 spaces required*

Lunch room, Restaurant, cafeteria or similar .75 spaces per 1,000 sf *2 spaces required*

43 spaces are required, proposed site plan includes 52 spaces; proposed parking meets requirements.

5.1.6 Design of All Off-Street Parking Facilities

Stall width shall be 9', stall depth shall be 19', aisle width for 90 deg parking is 20' *Proposed parking meets requirements*

Section 7.3 Center Business District (CBD)

7.3.1 Purpose

The purposes of the Center Business District (CBD) regulations are to:

1. Ensure the economic vitality and vibrancy of Winchester's town center;
2. Enhance the commercial and residential tax base within the CBD;
3. Improve and reinforce the livability and aesthetic qualities of the town center;
4. Promote and protect Winchester center's historic resources and small town character while encouraging selective development to promote "smart growth;"
5. Promote more diverse housing alternatives to accommodate the various population needs of the Winchester community and to support business activity;
6. Provide for an expanded mix of allowable land uses where public transportation and public services are in close proximity to housing and retail services;
7. Create a more efficient and effective permitting process for the CBD.

7.3.5 Administration

Within the CBD, the Planning Board shall serve as the Special Permit Granting Authority (SPGA) and will conduct site plan review and design review as described in Section 7.3.15 for.

1. By-right project site plan review and design review (see Section 7.3.15);
2. Uses authorized by special permit (see Section 7.3.11);

5. ZONING AND PERMITTING

- Any building proposed that exceeds the by-right height limit, Floor Area Ratio, or Setback modifications by special permit noted in Sections [7.3.12](#) and [7.3.13](#);
- Parking reductions authorized by special permit in Section [7.3.20.3](#); and
- Planned Unit Developments (see Section [7.3.14](#)).

All use requirements are met; proposed apartment use is allowed on upper floors, proposed restaurant use is allowed on ground floor

7.3.10.2 Areas

The Waterfield site is in the Town Common area per Center Business District – Map 7.3.1

2. Town Common. Characteristics to consider: One and a half main downtown streets; Town Common; Second Empire, Shingle Style, Colonial Revival and Art Deco architecture; railroad station and viaduct adjacency; and generally 2- to 2.5-story buildings.

Zoning of the Town Common area is intended to accommodate a mix of uses around the rotary and Town Common. This district encourages retail, restaurant and service uses on the ground floor and office and residential uses on the upper floors. Buildings are to be set close to the street, emphasizing the pedestrian and retail nature of the frontage.

7.3.11.1 General

The allowed uses within each CBD area are specified in the Table of CBD Use Regulations. Uses that are not included in the table are not permitted within the CBD. Ground floor uses may extend into the basement, and accessory uses for any floor may extend to the basement.

For parcels 25,000 square feet and larger, more than one principal building and use is permitted by Special Permit.

7.3.11.3 Table of CBD Use Regulations

Uses	Areas							
	East Core		Town Common		North Core		Museum	
Group I Residential Uses	G	U	G	U	G	U	G	U
Apartment house ¹	SP	Y	SP	Y	SP	Y	SP	Y

Group IV – Commercial Uses	East Core		Town Common		North Core		Museum	
	G	U	G	U	G	U	G	U
Lunch room, restaurant, cafeteria, or similar for serving food or beverages, except diner or lunch cart, to persons	Y6	SP6	Y6	SP6	Y6	SP6	Y6	SP

6- The serving of food outside of the building to be allowed via special permit

7.3.12 Dimensional Requirements

7.3.12.2 Town Common

- Height: See Map 7.3.2 below for height limits by parcel;
- Maximum Floor Area Ratio: 1.5 by-right, up to 2.5 with special permit; *Proposed 1.42; the requirement is met.*
- Front Setback: Property line (0 feet); up to 10 feet with special permit for entryway to main commuter rail egress; *Proposed +/- 33'; relief will be requested through PUD Special Permit*
- Minimum Side Setback: Party wall unless bordering a free-standing historic structure, and if so, 5 feet; *Proposed +/- 5' min; the requirement is met.*
- Minimum Rear Setback: 20 feet; 15 feet with special permit; *Proposed +/- 30' min; the requirement is met.*

5. ZONING AND PERMITTING

6. Minimum Open Space: 10 percent. If open space is at least 20 percent (not including required Wetlands Protection Act buffer zone requirements), 15 percent of which is usable and abuts a lake, river, pond or stream, height may be increased by 10 feet through a Special Permit; and *Proposed +/- 10% open; the requirement is met.*

7. Parking: Only in rear of site or within footprint of the building, or contribution to parking fund. See Section 7.3.20.4. *Not possible given site constraints; relief will be requested through PUD Special Permit.*

7.3.13 Height Limits

7.3.13.1 Height Map

Per Height Map 7.3.2 height is limited to 40' by right in the Town Common area. *Proposed +/- 62' exceeds the by-right height limit; relief will be requested through PUD Special Permit*

7.3.14 Establishment of Planned Unit Development (PUD) Areas

7.3.14.1 Purpose

The purpose of the Planned Unit Development (PUD) is to encourage and facilitate the development of new, mixed-used developments, especially those incorporating a substantial number of housing units, within the CBD. The PUD is intended to ensure coordination and flexibility in design and review through a carefully controlled process for evaluating specific plans rather than through the application of fixed regulations. It is expected that any residential component within a PUD will provide a diversity of housing types (rental, condo), price points and sizes to accommodate a wide range of ages and economic levels.

7.3.14.2 Boundaries

The Project is located within the Waterfield Lot PUD 1

7.3.14.3 Procedures

The PUD is an optional overlay district. Properties within a PUD area may be developed under the PUD regulations or the underlying CBD Area regulations. All PUDs require a special permit.

The Project will seek a Special Permit

7.3.14.4 Uses

All uses allowed by right or special permit within the underlying CBD Area are allowed in the PUD. More than one principal building and use is permitted within a PUD.

All proposed uses are allowed within underlying CBD by-right or special permit

7.3.14.5 Lots and Ownership

The proposed development lot is entirely within PUD 1

7.3.14.6 Dimensional Requirements

1. Lot area: minimum lot area of 25,000 square feet;

Proposed lot excluding parcel 9 147 = +/- 43,389sf; the requirement is met.

Proposed lot including parcel 9 147 = +/- 45,187sf; the requirement is met.

2. Frontage: minimum frontage of 50 feet;

Proposed frontage excluding parcel 9 147 = +/- 70'-6"; the requirement is met.

Proposed frontage including parcel 9 147 = +/- 89'; the requirement is met.

3. Height: As required by the underlying CBD area; however, the SPGA may authorize additional height outside of the Special Permit standards of the underlying zoning if the construction of the development references and clearly meets the goals and objectives of the CBD by offering more diverse housing opportunities which address the population needs of the Winchester community; and

Proposed height = +/- 62'; relief will be requested through PUD Special Permit

4. FAR: As required by the underlying CBD area, however, the SPGA may authorize additional FAR that exceeds the

5. ZONING AND PERMITTING

Special Permit standards of the underlying zoning by 0.5 if the construction of the development references and clearly meets the goals and objectives of the CBD by offering more diverse housing opportunities which address the population needs of the Winchester community

Proposed FAR = 1.42; the requirement is met.

7.3.14.7 Access Requirements

1. Entrances to PUDs may be limited to one access point onto a public way. The SPGA may grant additional access points to improve traffic circulation if deemed necessary; and
2. Common driveways and parallel service drives are encouraged in the PUD to consolidate driveway openings to a few widely spaced locations.

Proposed development uses (2) existing curb cuts

7.3.19 Inclusionary Housing

7.3.19.2 Purpose

The purpose of inclusionary housing is to foster the creation of housing that is affordable and is located near mass transit, schools, parks and other municipal improvements.

7.3.19.2 Requirements

All projects in the CBD that include a housing component shall have affordable units on the project site as follows.

1. Ten (10) percent of the dwelling units within a project that have six (6) or more dwelling units shall be affordable according to 760 CMR 56;
2. Ten (10) percent of dwelling units within a project that have twenty-five (25) or more dwelling units shall be affordable according to 760 CMR 56, and five (5) percent of the dwelling units within a project that have twenty-five (25) or more dwelling units shall be affordable to middle income applicants (80-120 percent of Boston Area Median Income); and
3. If the number of affordable units calculated contains a decimal, the number of units shall be rounded up for values between 0.5-0.99.

The proposed development includes 27 affordable units or 50% of the total proposed units

7.3.19.3 Incentives

To further promote affordable housing in the CBD, an applicant may, with a Special Permit from the SPGA, reduce the number of required parking spaces by up to 0.25 spaces/unit, and/or increase FAR by up to 0.5 if more than the required affordable units are constructed. Under no circumstances can the FAR be more than the maximum allowed in a particular subzone.

The proposed development exceeds the required number of affordable units; it is eligible for a reduction in required parking and an increase in FAR.

7.3.20 Parking and Loading Requirements

7.3.20.1 Applicability

The parking requirements in this section are applicable to existing and proposed developments in the CBD as follows.

1. The requirements apply when a change to an existing structure or use occurs would require an increase of more than 15 percent in the parking facilities;
2. The SPGA may allow a reduction of the parking requirement in the CBD. See Section 7.3.20.4, Options for Reducing Required Parking;
3. No additional vehicle parking is required for any changes in use under 5,000 square feet of gross floor area;
4. No vehicle parking is required for additions or changes in Allowed Uses to structures listed as Historic Resources and shown on the Historic Resources Map 7.3.4 located in Section 7.3.18;
5. No vehicle parking is required for any Governmental or Public Service use;
6. Outdoor dining areas are exempt from the calculation of required vehicle parking spaces;

5. ZONING AND PERMITTING

7. If parking is provided at or below ground level, or is located under a building or structure, such area of parking shall be completely screened from view, from any public right-of-way that adjoins the front of a lot, by inhabited ground floor uses (lobbies, retail space, office or other allowed use) and from any adjoining side street (if applicable) either by such active ground floor uses or by an opaque wall;

8. Off-street loading facilities shall be governed by Section 5.2 of this Bylaw. (STM Art. 5, 4/30/2018.)

7.3.20.2 Required Vehicle Parking Spaces

The minimum and maximum numbers of parking spaces required by category of use are specified in the table below. The SPGA may waive or adjust the requirements by special permit.

Required Vehicle Parking Spaces		
Use Category	On Site	
	Minimum	Maximum
Residential uses	0.75 spaces per unit	1.5 spaces per unit
Commercial uses, including restaurants	0.75 spaces per 1000 square feet of gross floor area	1.25 spaces per 1000 square feet of gross floor area
Theatre/places of public assembly	1 space per 4 seats	1 space per 4 seats

Note: If the calculated number of spaces contains a fraction, then the number of required spaces is rounded up to the next whole number.

1. For mixed-use development, the total number of required parking spaces is the sum of the requirements of the various uses computed separately. The required space for one use cannot be considered as providing the required space for any other use, except pursuant to Shared Vehicle Parking (see Section 7.3.20.4);

2. Required parking spaces must be located on the same lot as the use(s) they are intended to serve, except as noted in Section 7.3.20.5; and

3. The requirement of 0.75 spaces per 1,000 square feet of commercial space shall only apply in cases where the gross floor area is expanded beyond its original dimensions. Lots that have existing areas devoted to parking shall be required to maintain and continue those areas. Relief may be sought to reduce devoted parking areas; see Section 7.3.20.4.

7.3.20.4 Options for Reducing Required Parking

1. Proximity to Transit, Shuttle or Taxi Service. The SPGA may approve a 30 percent reduction in the number of required parking spaces for buildings with a main entrance within an -800foot walking distance of a transit station, bus stop or taxi stand. Walking distance is to be measured from the nearest entrance of the building to the nearest qualifying transit facility location.

The proposed development's main entrance is within 800' of the MBTA station; it is eligible for a reduction in required parking.

2. Car-Sharing Program. The SPGA may approve a parking reduction of up to ten (10) percent for each car sharing vehicle where: (a) An active car-sharing program is made available to residents and/or employees; and (b) Cars for the car-sharing program are available on the site or within an -800foot walking distance of the site.

3. Payment in Lieu of Providing Parking. Within the CBD, the SPGA may allow a partial or full waiver of the onsite parking requirement if the applicant pays into a parking and transportation fund established by the Town. The fund is to be controlled by the Select Board. Fees can be used to administer the public parking system or complete other transportation improvements that mitigate the demand for parking. The fee to be charged shall be a one-time fee per space for each parking space required. The one-time fee shall be determined by the Select Board at a public hearing in an amount to cover the estimated cost of providing additional parking spaces in the general location of the proposed use, and may be altered as needed on an annual basis. The fee shall be payable in accordance with the Select Board's administrative policies.

5. ZONING AND PERMITTING

4. Shared Vehicle Parking. Shared Vehicle Parking is defined as the use of one or more parking space(s) to satisfy the parking required for two or more separate uses within a project. The shared parking may be on the same project site or at an acceptable off-site location per 7.3.20.5. Applicants wishing to use shared parking to reduce the total number of required spaces must submit a shared parking analysis provided in a form established by the SPGA in consultation with the Town's Engineering, Planning and Public Works Departments. Reductions in the total number of required spaces for shared parking may be permitted if the SPGA in consultation with the town staff/consultants determines that a reduction is appropriate based on findings that the shared parking:

- a. Provides a use and management plan describing operations and management of proposed parking;
- b. Has either mutually exclusive or compatibly overlapping normal hours of operation. The SPGA will determine whether the hours of operation are compatibly overlapping on a case-by-case basis through the use of the Urban Land Institute Shared Parking Model (latest edition);
- c. Reserves, for the residential portion of a mixed use project, a minimum of 0.25 spaces per unit from any shared use calculations;
- d. Does not create hazardous conditions for pedestrians or result in potentially unsafe traffic conditions; and
- e. Contributes to the economic vitality and vibrancy of Winchester's town center.

7.3.20.6 Bicycle Parking

Bicycle parking shall be provided for all new development, and shall be located as close as possible to the building entrance(s). Any property required to have bicycle parking may establish a shared bicycle parking facility with any other property owner within the same block.

1. *Residential buildings.* One indoor bicycle parking rack (-2 bike capacity) must be provided by the developer for every ten residential units. Indoor bicycle storage requirements may be waived for projects under ten units;

2. *Mixed-use projects.* One indoor bicycle parking rack (-2bike capacity) must be provided by the developer per ten residential units. Indoor bicycle storage requirements may be waived for projects under ten units;

Indoor storage for 12 bicycles required - The proposed development will include indoor bicycle storage for 12 bikes; the requirement is met.

3. New projects located on lots containing more than 10,000 square feet.

a. For commercial uses, the developer must provide one employee bicycle parking rack (2-bike capacity) per 10,000 square feet of Gross Floor Area and one visitor/customer bicycle parking rack (2-bike capacity) per 25,000 square feet of gross floor area; *2 required*

b. For residential uses, the developer must provide one tenant bicycle parking rack (2-bike capacity) per ten units and one visitor bicycle parking rack (2-bike capacity) per 25 units. Projects under ten units shall have no minimum requirement; *18 required*

c. Bicycle parking facilities shall be visible to intended users. The bicycle parking facilities shall not encroach on any area in the sidewalk area intended for use by pedestrians, nor shall they encroach on any required fire egress; and

d. On-street bicycle parking spaces (typically along the street tree alignment line) may be counted toward the minimum customer/visitor bicycle parking requirement.

Outdoor bicycle racks for 20 bikes are provided; the requirement is met.

4. Bicycle parking racks.

a. Racks shall be of a high-quality construction that provides for adequate theft protection and security. Racks shall support a bicycle at two points of contact to prevent damage to bicycle wheels and frames; and

5. ZONING AND PERMITTING

b. All outdoor bicycle racks must be publicly visible and accessible. Racks shall be located within 100 feet of the primary building entrance. Where a bicycle rack allows bicycles to be locked on both sides of the rack without conflict, each side may be counted as one required space.

Approach to Permitting and Approvals

The proposed development is almost entirely allowed by-right under the Waterfield Block Planned Unit Development zoning district. The proposed structure's highest height exceeds the by-right height allowance, and would therefore require a Planning Board-approved Planned Unit Development Special Permit (per the RFP and Center Business District zoning bylaw). The proposed height of approximately 62' exceeds the by-right allowance of 40' the special permit allowance of 48', and the "Open Space Special Permit" limit of 59'. The bylaw states that "the SPGA may authorize additional height outside of the Special Permit standards of the underlying zoning (48') if the construction... clearly meets the goals of the CBD by offering more diverse housing opportunities which address the population needs of the Winchester community." We are confident that the proposal's strong fulfillment of the Town's desires for diverse housing at the heart of Winchester Center will make a strong case for zoning relief of 14' versus the special permit height, especially given its articulated roofline and thoughtful setbacks.

The proposal's anticipated use of HOME funds will necessarily trigger MEPA and NEPA environmental reviews, a process with which Pennrose is highly familiarized.

5. ZONING AND PERMITTING



PROSPECT PLAZA, BROOKLYN, NY

6. Implementation Plan and Timetable

a. Provide a description of how the development concept will be implemented and include a project schedule detailing key benchmarks for pre-development, permitting, construction, marketing and project occupancy. Include an outline of required land use, environmental, operational and other governmental or regulatory approvals, including land use, zoning, development and environmental permits.

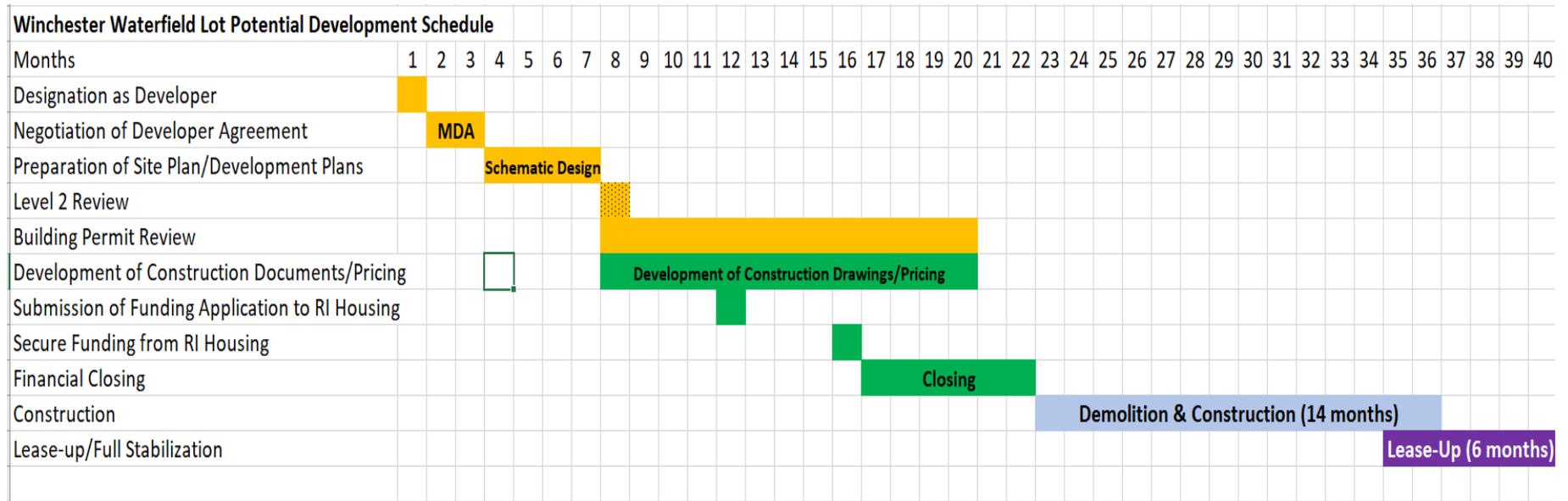
As detailed in the previous section, the proposed project complies with nearly all aspects of the Waterfield Block Planned Unit Development zoning district, with requested relief only for height. The proposal's use of federal subsidies will require the completion of NEPA and MEPA environmental reviews, which would be executed prior to closing. The 40-month development schedule is subject to the receipt of competitive tax credits and ongoing engagement with the Town and MBTA to manage construction impacts and timing, among other factors.



6. IMPLEMENTATION PLAN AND TIMETABLE

Development Schedule

As detailed in the previous section, the proposed project complies with nearly all aspects of the Waterfield Block Planned Unit Development zoning district, with requested relief only for height. The proposal’s use of federal subsidies will require the completion of NEPA and MEPA environmental reviews, which would be executed prior to closing. The 40-month development schedule is subject to the receipt of competitive tax credits and ongoing engagement with the Town and MBTA to manage construction impacts and timing, among other factors.





THE VUE, NEW BRUNSWICK, NJ

7. Required Forms

Required Forms

NON-COLLUSION AFFIDAVIT OF BIDDER

State of Pennsylvania

ss

County of Philadelphia

Timothy I. Henkel, Principal and Senior Vice President, being duly sworn, deposes and says that:

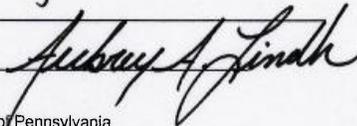
- (1) He is (owner, partner, officer, representative or agent) of Pennrose, LLC, the Bidder that has submitted the attached bid;
- (2) He is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;
- (3) Such bid is genuine and is not a collusive or sham bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affidavit, has in any way colluded, conspired connived or agreed directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham bid in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or communication or conference with any other Bidder, firm or person to fix any overhead, profit or cost element of the bid price, or the bid price of any other Bidder; or to secure through any collusion, conspiracy, connivance or unlawful agreement any against the Town of Winchester or any other person interested in the proposed Contract;
- (5) The price or prices quoted in the attached are fair and proper and are not tainted by an collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit.

Signed:  Timothy I. Henkel

Title: Principal and Senior Vice President

Subscribed and sworn to before me this 5th day of August, 20 20

Title: Notary

My Commission Expires: April 13, 2021 

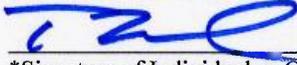
Commonwealth of Pennsylvania

Notarial Seal
AUBREY A LINDH - Notary Public
CITY OF PHILADELPHIA, PHILADELPHIA CNTY
My Commission Expires Apr 13, 2021

7. REQUIRED FORMS

CERTIFICATION OF COMPLIANCE WITH TAX LAWS OF
COMMONWEALTH

I certify under the penalties of perjury that I, to my best knowledge and belief have filed all State tax returns and paid all State taxes required under law.



*Signature of Individual or Corporate Name (Mandatory)

By: Timothy I. Henkel, Principal and Senior Vice President
Corporate Officer (Mandatory, if Applicable)

Penrose, LLC FEIN: 82-2371443
**Social Security Number (Voluntary) or Federal Identification Number

* Approval of a Contract or other Agreement will not be granted unless this Certification Clause is signed by the applicant.

** Your Social Security number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a Contract or other Agreement issued, renewed, or extended. This request is made under the authority of Mass. General Laws c. 62C s. 49A.

**DISCLOSURE STATEMENT FOR
TRANSACTION WITH A PUBLIC AGENCY CONCERNING REAL PROPERTY
M.G.L. c. 7C, s. 38 (formerly M.G.L. c. 7, s. 40J)**

- (8) The individual signing this statement on behalf of the above-named party acknowledges that he/she has read the following provisions of Chapter 7C, Section 38 (formerly Chapter 7, Section 40J) of the General Laws of Massachusetts:

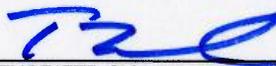
No agreement to rent or to sell real property to or to rent or purchase real property from a public agency, and no renewal or extension of such agreement, shall be valid and no payment shall be made to the lessor or seller of such property unless a statement, signed, under the penalties of perjury, has been filed by the lessor, lessee, seller or purchaser, and in the case of a corporation by a duly authorized officer thereof giving the true names and addresses of all persons who have or will have a direct or indirect beneficial interest in said property with the commissioner of capital asset management and maintenance. The provisions of this section shall not apply to any stockholder of a corporation the stock of which is listed for sale to the general public with the securities and exchange commission, if such stockholder holds less than ten per cent of the outstanding stock entitled to vote at the annual meeting of such corporation. In the case of an agreement to rent property from a public agency where the lessee's interest is held by the organization of unit owners of a leasehold condominium created under chapter one hundred and eighty-three A, and time-shares are created in the leasehold condominium under chapter one hundred and eighty-three B, the provisions of this section shall not apply to an owner of a time-share in the leasehold condominium who (i) acquires the time-share on or after a bona fide arms length transfer of such time-share made after the rental agreement with the public agency is executed and (ii) who holds less than three percent of the votes entitled to vote at the annual meeting of such organization of unit owners. A disclosure statement shall also be made in writing, under penalty of perjury, during the term of a rental agreement in case of any change of interest in such property, as provided for above, within thirty days of such change.

Any official elected to public office in the commonwealth, or any employee of the division of capital asset management and maintenance disclosing beneficial interest in real property pursuant to this section, shall identify his position as part of the disclosure statement. The commissioner shall notify the state ethics commission of such names, and shall make copies of any and all disclosure statements received available to the state ethics commission upon request.

The commissioner shall keep a copy of each disclosure statement received available for public inspection during regular business hours.

- (9) This Disclosure Statement is hereby signed under penalties of perjury.

Pennrose, LLC
PRINT NAME OF DISCLOSING PARTY (from Section 4, above)


AUTHORIZED SIGNATURE of DISCLOSING PARTY 08/05/2020
DATE (MM / DD / YYYY)

Timothy I. Henkel, Principal and Senior Vice President
PRINT NAME & TITLE of AUTHORIZED SIGNER

7. REQUIRED FORMS

**DISCLOSURE STATEMENT FOR
TRANSACTION WITH A PUBLIC AGENCY CONCERNING REAL PROPERTY
M.G.L. c. 7C, s. 38 (formerly M.G.L. c. 7, s. 40J)**

The undersigned party to a real property transaction with a public agency hereby discloses and certifies, under pains and penalties of perjury, the following information as required by law:

(1) REAL PROPERTY:

Waterfield Lot, Town of Winchester, MA

(2) TYPE OF TRANSACTION, AGREEMENT, or DOCUMENT:

Real Estate

(3) PUBLIC AGENCY PARTICIPATING in TRANSACTION:

Town of Winchester, MA

(4) DISCLOSING PARTY'S NAME AND TYPE OF ENTITY:

Pennrose, LLC, Real Estate Developer

(5) ROLE OF DISCLOSING PARTY (Check appropriate role):

Lessor/Landlord Lessee/Tenant
 Seller/Grantor Buyer/Grantee
 Other (Please describe): _____

(6) The names and addresses of all persons and individuals who have or will have a direct or indirect beneficial interest in the real property excluding only 1) a stockholder of a corporation the stock of which is listed for sale to the general public with the securities and exchange commission, if such stockholder holds less than ten per cent of the outstanding stock entitled to vote at the annual meeting of such corporation or 2) an owner of a time share that has an interest in a leasehold condominium meeting all of the conditions specified in M.G.L. c. 7C, s. 38, are hereby disclosed as follows (attach additional pages if necessary):

<u>NAME</u>	<u>RESIDENCE</u>
Please see the following pages for an attached spreadsheet.	
_____	_____
_____	_____

(7) None of the above- named persons is an employee of the Division of Capital Asset Management and Maintenance or an official elected to public office in the Commonwealth of Massachusetts, except as listed below (Check "NONE" if NONE):

NONE

<u>NAME:</u>	<u>POSITION:</u>
_____	_____
_____	_____
_____	_____

7. REQUIRED FORMS

CERTIFICATE OF VOTE (required if Contractor is a Corporation)

I, Timothy I. Henkel, hereby certify that I am duly qualified and Acting Secretary of Pennrose, LLC and I further certify that a meeting of the Directors of said Company, duly called and held on 08.05.2020, at which all Directors were present and voting, the following vote was unanimously passed:

Voted to authorize and empower the person signing the Bid Certification Sheet on behalf of the Corporation. I further certify that the above vote is still in effect and has not been changed or modified in any respect.

BY: 
(Secretary of Corporation)

7. REQUIRED FORMS

Owner's Addresses

Principal	Title	Home Address	Role*	% Interest in Entity
Richard K. Barnhart	Chairman and CEO	40 Evans Lane, Haverford, PA 19041	GP	22.50%
Mark H. Dambly	President	354 Darlington Road, Media, PA 19063	GP	22.50%
Timothy I. Henkel	Principal and Senior Vice President	462 Barclay Road, Bryn Mawr, PA 19010	GP	15.00%
HUNT PR Holdings	Owner	4401 N. Mesa, El Paso, TX 79902	GP	40.00%