



Waterfield Property Redevelopment Proposal

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1. The Developer

- a. **Proposer:** NOAH, Neighborhood of Affordable Housing, Inc.
143 Border Street
East Boston, Massachusetts 02128
617-418-8259

Representative to act on the proposer behalf:

Philip Giffie, Executive Director.

Correspondence contact information:

Scott W Shaw, Director Acquisitions & Asset Mgt

Email: sshaw@noahcdc.org

Mobile: 339-788-4063

Direct Office: 617-418-8259

Names & primary responsibility of development team members:

NOAH (Developer and Project owner)

- Executive Director -Philip Giffie
- Director of Acquisitions and Asset Management - Scott Shaw
- Project Manager -Josh Kasten

Prellwitz Chilinski Associates (Architect)

- Principal - Laura Homich AIA, LEED AP BD+C
- Project Manager - Jeffrey Gannon AIA, LEED GA
- Sustainability Director - DiAnn Tufts LEED AP BD+C

Peterson Engineering (Mechanical, Electrical, Plumbing/Sustainable Design)

- Senior Project Manager - James Parkington PE, CPHC
- Project Manager - Chuck Dudas PE



Odeh Engineering (Structural)

- Principal in Charge - David J. Odeh SE/PE, F.SEI

Nitsch Engineering (Civil Engineer, WBE)

- Senior Project Manager - David Conway PE, LEED AP

Verdant (Landscape Architect, WBE/DBE)

- Principal - Katya Podsiadlo ASLA

Corcoran Management (Property Management)

- President - Kevin S. Young

Hackett Feinberg P.C. (Real Estate Development and Finance Attorney)

- Partner/Attorney - Kimberly L. Martin-Epstein

Smolak Vaughan, LLP (Permitting Attorney)

- John Smolak
- Stephanie Kiefer

LDS Consulting (Market Study/Appraisal)

- Lynne Sweet

Mabbett Associates (Environmental)

- Steve Vetere

b. Firm Description

Proposer: is a 501c3 not for profit organization

Proposer Description: A 501c3 development corporation, NOAH, the Neighborhood of Affordable Housing, began serving East Boston in 1987. NOAH is now in its 33rd year as an award-winning multi-service Community Development Corporation (CDC) serving residents of East Boston and Eastern Massachusetts. NOAH offers a wide range of housing and community development services, including First Time Homebuyer/Foreclosure prevention, youth leadership and climate change/resiliency practices, programs and projects. Though we are a non-profit, our combined services have added nearly \$530M to the local and regional economy since our inception.



NOAH has twenty-two staff members, ten youth environmental/climate interns and is governed by a seventeen-member Board of Directors which oversees an annual budget of nearly \$4.5 million. The nucleus of our work is creating and preserving affordable, workforce and mixed income housing opportunities through housing development/preservation and multiple housing/community development programs while building safe, healthy vibrant, inclusive communities for all who are challenged by today's escalating and expensive housing market. Our housing is aimed at being Resilient/Sustainable and our Community Building programs focus on activating and encouraging local leaders by offering ESOL for workforce training and citizenship classes for new arrivals. NOAH operates a significant Climate Change program in order to mitigate/adapt to sea-level rise/storm surge in our diverse, core, peninsula East Boston neighborhood of nearly 46,000, where we are deeply affected by COVID, and emergency relief efforts NOAH is non-profit, tax-exempt corporation registered to conduct business in the Commonwealth of Massachusetts.

NOAH takes a Collaborative approach to work with Town of Winchester officials and Community residents to refine our conceptual design. In all NOAH's developments past, present and future we commit to dialogue with Town officials to ascertain their vision and integrating that vision in a new development opportunity. A few ways we accomplish this is through Community Informational meetings, and workshop meetings with Town departments having an active involvement in the approval process before our making formal design plans. This approach has proven successful in previous land developed opportunities at our Coppersmith Rental and Aileron Rental and Homeownership properties and currently underway in our Ayer and Attleboro mixed income land development opportunities.

NOAH's RFP response to the Waterfield lot development promotes new growth, creates mixed income housing, accomplishes sustainability objectives, promotes public space and local artisanal involvement, adds to an active Town Green connection, promotes ease of access to the MBTA commuter rail and supports the continued success and operations of existing business within the Town Center.



NOAH Board of Directors and area of expertise:

Greg Comeau, CPA; Board Member since 2009; Corporate Sector; Accounting Partner, Deloitte LLP

Ernani DeAraujo, Esq., Board Member since 2010; Resident; VP EB Health Ctr., Legal; Hispanic; VP & Gen. Csl., East Boston N. Health Center

Cynthia Baxter, CISA; Board Member since 2020; Corporate Sector; IT Security and Environment/Climate Global IT, State Street

Lauren DeMayo, (Treasurer) CPA; Board Member since 2012; Corporate Sector; Accounting Associate Director, Accounting, Bluebird bio

Rick High, Board Member since 2019; Corporate Sector; Property Mgt Real Estate Development; President, John M. Corcoran & Company

Michael Lake, (President) Board Member since 2009; Private Sector; Non-Profit ED; President & CEO, Leading Cities

David Lank, Board Member since 2019; Resident; Real Estate, Principal at Sharpe Venture Group

Rita Lara, Board Member since 2018; Public; ED, Maverick Landing Community Services

Orlando Pacheco, Board Member since 2017; Public Sector; Municipality; Town Administrator, Town of Lancaster

Joe Ruggiero, Board Member since 2019; Resident; Active Community Advocate, Small Business/Self-Employed

Marc Savatsky, (VP), Board Member since 2016; Resident; Real Estate Development Project Manager, New Boston Ventures

Robert Schmidt, (Secretary/Clerk) Board Member since 2014; Resident; Retired Travel Agent

Carrie Tennant Esq., Board Member since 2019; Resident; Real Estate; Legal; Past NOAH Staffer, Asst General Counsel, The Community Builders

c. Land Disposition Agreement entity and borrower/guarantor

The proposer NOAH will form Waterfield Commons, LLC if we are successful in the award of this development. NOAH will be the sole managing member of Waterfield Commons, LLC. Waterfield Commons, LLC will be the entity that enters into the Land Disposition Agreement. Waterfield Commons LLC will be the borrowing entity, whereby NOAH will be its sole Managing Member. NOAH will provide all guarantees. Peace Properties is NOAH's development arm of which NOAH is the sole member and may hold the property for a period of time. Key terms of a proposed ground lease would include: entering into a Land Disposition Agreement, a 99 year lease term, our agreement to develop the Property and undertake, at our sole cost and expense, all the work that is required to be done under and LDA to construct, develop, complete and operate the Project, our obtaining all necessary project development approvals, an annual lease payment in an amount to be determined and negotiated with the Town based upon final development underwriting, our agreement to an affordable housing deed restriction, there will be regular and customary terms for project lenders and investors, there may be an "option" clause that acknowledges the need to do environmental review and get a release of funds before a "choice limiting" action.

d. Identification of members or persons participation

Neighborhood of Affordable Housing is a not for profit and a 501c3. Accordingly, there are NO principal, partners co-ventures or sub-developers that are participating in this transaction. NO individuals, principal(s), partners co-ventures or sub-developers will have participation in the ownership in the project.

e. Property Management discussion and designation

The Proposer, NOAH will not be the manager of the property. The property management company for Waterfield Commons will be Corcoran Management Company, which manages other properties for NOAH. Corcoran has proven to be a sound property management company for NOAH ensuring to safeguard the attractiveness and marketability of the our properties they take among other things they



take care of security, resident relations, trash collection, tenant selection, and lease enforcement.

Our properties are managed onsite as will Waterfield Commons, by the combination of our staff and property management staff. A property manager will be assigned to the Waterfield Commons development, the property manager is in a key, day-to-day position to shape the expectations of potential residents, facilitate constructive relationships among residents, and manage social interaction in a way that builds community.

Our Managers often create formal and informal opportunities for residents to meet and interact around shared interests, recreation, governance, and activities for youth, and they are skilled at building bridges between people with differences.

Our property managers have deliberate strategies for achieving positive outcomes. These deliberate strategies promote a successful mix that includes strong supports for building community and positive neighbor relationships.

Services offered to all our future residents at Waterfield Commons will include but not be limited to Service Group:

Homeownership Readiness and Sustainability Financial planning, budgeting, or credit counseling: NOAH provides free education and counseling to individuals to improve their financial capability in both English and Spanish. We offer eight-hour workshops that include information on establishing financial goals, budget management, credit, banking, insurance, taxes and retirement planning. Course graduates also receive two hours of free group counseling or can meet one-on-one with a counselor. NOAH helps over 150 households with VITA tax preparation services each year and initiated a successful new Matched Savings Pilot program in 2018, with a 100% success rate.

NOAH offers first-time homebuyer education classes that provide a comprehensive overview of the necessary steps towards purchasing a home. Our experienced staff and a wide variety of guest speakers educate clients on how to locate, finance, and buy property. Graduates of these classes receive certificates from the City of Boston, which allows them to apply for better loans, helps them with down payment



assistance, and gives them overall greater credibility when buying their first home. We educate over 300 individuals each year, many of whom go on to successfully purchase their first homes; over 1,200 families own their first homes resulting from our counseling efforts. In 2019, 304 households graduated from NOAH's First-Time Homebuyer program, and 83 graduates purchased a home.

Financial planning, budgeting, or credit counseling for homeownership readiness: NOAH provides free education and counseling to individuals to improve their financial capability for homeownership in both English and Spanish. We offer eight-hour workshops that include information on establishing financial goals, budget management, credit, banking, insurance, taxes and retirement planning.

f. **Development Team** (Firm resumes and resume for Principals were included in the RFQ submission)

NOAH (Developer and Project owner)

Philip Giffie - Executive Director

Phil was born in the Mid-West and graduated from Xavier University in Cincinnati, Ohio in 1969. Phil moved to East Boston in 1971 when neighborhood activists, the Boston Archdiocese and some fellow conscientious objectors were forming the East Boston Community Development Corporation. Phil has been active in affordable housing since the 1970's and worked friends to form a small corporation to rehabilitate vacant housing and rent it affordably to local residents. He worked for the Cambridge Housing Authority from 1978-83. In the 70's, Phil co-founded Shelter Inc., (now doing business as Heading Home), a leading homeless shelter and advocacy organization with sites in the Cambridge and Greater Boston areas. He joined colleagues/friends at the East Boston Ecumenical Community Council (EBECC) who were responding to the call for racial harmony and affordable housing. NOAH became the entity that focused on housing. NOAH's Mission is grounded in diversity and inclusion. Phil has been leading the organization's growth from a two-person staff to a multi-purpose Greater Boston, regional CDC, with a variety of small/medium housing and commercial development projects, climate change, environmental,



homebuyer service, ESOL and leadership development programs. He co-chaired the Framingham Housing Partnership from 2002-2004. He is currently on ULI's Climate Resiliency Committee which released a major paper in late 2019 on Extreme Temperature/Heat and its effect on vulnerable populations and adaptations needed for the built environment.

Scott Shaw - Director of Acquisitions & Asset Mgt.

Scott has worked in both the public and private sectors in New York and Massachusetts. Scott joined NOAH in October 2019 from Dakota Partners, where he was VP Acquisitions/Development. He had previously worked as Director of Real Estate/Asset Management for the

Allston-Brighton CDC. Scott specializes in developing mixed income/use development and transit-oriented development that integrates workforce, affordable, market rate and commercial/retail components.

As an experienced developer, Scott has built over 2,200 affordable and mixed income housing units totaling over \$750m in total development costs. In addition, Scott has supervised through asset management, over 2,500 market rate, workforce, affordable (including housing authority public housing units) and mixed income housing units. He is especially skilled in acquisition negotiation, financing, grant writing applications, local approvals/oversight, loan closings, architectural and civil value engineering, construction oversight, client relations and oversight. Scott also has experience with HUD project restructuring and rehabilitation to include work scope to ensure compliance with HUD Housing Quality Standards. Scott has served as a Board Member of the Rural Housing Coalition, trained in Lead Based Paint and Asbestos testing reporting and is a member of CHAPA serving on their Production/Preservation Committee.

Josh Kasten - Project Manager

Josh joined NOAH in October 2016 as an AmeriCorps and has quickly grown and assisted with the development and project management of Coppersmith Village, NOAH's recently completed 71-unit, mixed-income, LEED Gold for Homes ownership/rental/commercial development. Josh is responsible for the day to day project management of financial aspects of the project and helps ensure a smooth flow of communication between general contractor, architect, funders, and

municipal partners. Josh has also taken on project management of our 38-unit, historic rehab of The Union Block project in Taunton where he just filed a One Stop for the DHCD mini-round. He is also lead on our 40-unit Aileron, artist-themed mixed-income, ownership/rental project in East Boston.

Prellwitz Chilinski Associates (Architect)

Laura Homich - AIA, LEED AP/Principal

Laura, a Winchester resident for the past 14 years, brings a wealth of design and management experience to guide all aspects of the work and the project team. Laura will attend client meetings during the design and permitting phases. Laura's role then shifts to maintaining quality control during the document production phase. Recent projects include Transit Oriented Development and workforce mixed-use development at Parkside on Adams in Roslindale 2020 winner of The Preservation Mass Mayor Menino Legacy Award, Contextual Mixed use developments in the Audubon Circle, Boston at 839 Beacon Street and 900 Beacon Street , Affordable housing with Port Landing in Cambridge and 89 Oxbow in Wayland , Adaptive Reuse / Mixed Use development at Rumford Center in East Providence, RI. Laura is currently leading the Washington Place mixed use development in Newtonville, and the Golda Meir additions to independent, affordable senior housing in Newton.

Jeffrey Gannon, AIA, LEED GA

In over 10 years at PCA, Jeff draws from a varied list of multi-family residential, commercial, hospitality and mixed-use projects. With his eye for both aesthetic and technical design, his role on this project will include: coordination of activities and communication between all team members and consultants, project administration, implementation of design direction, technical and managerial guidance, monitoring work flow and project staffing, and review during all phases. Jeff has been a key member of some of PCA's most recent award winning historic and affordable housing communities, including Ames Shovel Works in North Easton, MA and Station Lofts in Brockton, MA as well as Transit oriented multifamily projects in the Green District in Boston. Jeff is currently leading the West End Yards mixed-use development project in



Portsmouth, NH, consisting of 250 residential units and 40,000 sf commercial building on a 12-acre parcel.

DiAnn Tufts - LEED AP BD+C/Sustainability Director

DiAnn is a distinguished leader in the Sustainable world at large. She is currently a member and leader in several sustainably focused groups, such as ILFI (International Living Futures Institute), USGBC, LBC Collaborative, and the Sustainability Design Leaders Group. At PCA we have a dedication to be sustainable leaders through our work. DiAnn's role will be to guide our sustainability efforts through our process, looking for thoughtful opportunities related to Energy, Efficiency, Health and Well-being.

Peterson Engineering (Mechanical, Electrical & Plumbing Sustainable Design)

James Parkington - PE., Senior Manager, Mechanical CPHC, LEED AP
James has significant experience with the design and implementation of mechanical systems for laboratories, research facilities, hospitals, clinics, theaters, colleges and universities, multi-family housing, municipal facilities, and high-rise buildings. James is committed to the sustainable, efficient, and economical design of mechanical systems to compliment high performance building enclosures. As a Senior Manager, James participates in early phase planning and design work as well as collaborating on construction phase issues. He also enjoys serving as a key resource to Peterson's Project Managers, Project Engineers and Designers. James received his Bachelor of Science in Mechanical Engineering from the University of New Hampshire in 1997. He is a licensed Professional Engineer in Massachusetts, New Hampshire, California, Rhode Island, Ohio, and Indiana as well as a Certified Passive House Consultant (CPHC). Transit Oriented Development experience include Old Colony Phase I and II in South Boston, Orient Heights Phase I and II.



Odeh Engineering (Structural Engineer)

David Odeh - Vice President and Principal

David Odeh is responsible for a wide range of structural design and analysis projects and serves as the manager for major projects executed by the firm. He has more than 20 years of experience in design and analysis of building structures of all types, with emphasis on the application of digital design technology to structural engineering.

David has served on the adjunct faculty of the School of Engineering at Brown University since 2001 and teaches courses in the design and analysis of building structures.

Since 2008, David has also served on the Existing Building Code Committee of the National Council of Structural Engineering Associations, which reviews the structural provisions of the International Existing Building Code.

In addition to his professional licenses, David is certified in the practice of structural engineering by the Structural Engineering Certification Board (SECB), a distinction that requires rigorous education and experience standards, as well as annual continuing education for recertification. Transit Oriented Development experience includes Parkside on Adams in Roslindale, Golda Meir House in Auburndale, Harold and Ronald Brown House in Brookline.

Nitsch Engineering (Civil Engineer)

David Conway - Senior Project Manager PE, LEED AP

David has 28 years of experience in the field of civil engineering. In that time, he has focused on providing civil/site design, roadway design, and construction administration services for municipal clients and academic institutions, including recreational and athletic facility projects. He has extensive experience in utility design - including drainage, water supplies and wastewater collection - permitting, and site design. He also has a great deal of experience dealing with regulatory and planning agencies on a municipal level. Massachusetts: Professional Engineer

(Civil) #40068, 1997; LEED Accredited Professional Building Design + Construction, 2008; OSHA (10-hour) Certified Education; B.S., Civil



Engineering, Tufts University, 1991; ACEC/MA Program for Emerging Leaders, 2006; Professional Affiliations, American Society of Civil Engineers.

Verdant (Landscape Architecture)

Katya Podsiadlo founded Verdant Landscape Architecture in 2017 and has 20 years of landscape architecture design experience. Katya possesses a high level of skill in the fields of residential living, mixed use design, restoration and planning of public and semi-public spaces. Her attention to detail and aptitude for research and analysis lend themselves well to the design of complex sites that serve multiple needs. Katya serves as principal and project manager for numerous planning, institutional, mixed use, and housing projects and as technical lead for many projects including green roof, urban park, cemetery, and residential design. MA lic #3019, NY lic #2703

Corcoran Management Company (Property Management)

President Kevin Young, CPM®

Corcoran Management manages a diverse portfolio of residential/mixed use communities. Its portfolio consists of 31 properties comprising over 7,300 housing units. These properties range in age and size and 23 of them are in Massachusetts that have an affordable (40b)/market rate mixed income component. Corcoran Management is well versed in developing effective marketing plans for its properties maximizing occupancy rates and rent levels. Corcoran manages two of NOAH's suburban projects.

Kevin oversees the operation of the management company's multi-family portfolio. Kevin is responsible for all of CMC's day-to-day operations including staffing, financial performance, operating practices, capital improvement planning and customer service. He maintains a streamlined and efficient organization and develops and implements property performance plans. Kevin also supports the company's development and acquisitions team with property assessments and due diligence. His industry experience includes extensive work with various types of third-party owners and government agencies. Kevin is a graduate of Boston College and earned the Certified Property Manager (CPM) designation.



Hackett Feinberg P.C. (Real Estate Development and Finance Attorney)

Kimberly L. Martin-Epstein, Esq.

Kimberly Martin-Epstein concentrates her practice in the areas of commercial and real estate transactions, including conveyancing, lending, and banking, and with a special focus on affordable housing development and financing. Her 15-year practice includes representing developers, banks, other financial institutions, nonprofit organizations, governmental and quasi-governmental agencies (including those of the Commonwealth of Massachusetts) and condominium associations. Kim's practice also includes representing lenders in a variety of routine and complex loan restructure and work-out transactions, including foreclosure.

Prior to joining Hackett Feinberg P.C., Kim was the loan program manager at Boston Community Capital (now BlueHub Capital), a private nonprofit community development financial institution, concentrating in lending to affordable housing and community development projects and businesses. In that capacity, Kim also worked with numerous nonprofit organizations to build their credit and capacity as real estate developers and community service providers. Kim continues to represent BlueHub as lender's counsel in its various roles in Transit Oriented community development and tax credit projects.

Kim has served as co-chair to the real estate finance committee of the Boston Bar Association's Real Estate Section and is active in CREW Boston and the Real Estate Bar Association. Currently, Kim serves as the chair of the Swampscott Affordable Housing Trust. Kim has also served on numerous boards and committees of nonprofit corporations including the Women's Lunch Place, NOAH Inc., CASCAP, Inc., Clarke School PTO, Inc., and the North Shore Community Development Coalition, Inc.

Kim has worked directly for NOAH on Benfield Farms, Carlisle; Sitkowski School, Webster; Stevens Corner, North Andover; Shoe Shop Place, Middleboro; Acquisition Opportunity Program, City of Boston, Coppersmith Village and Aileron, East Boston. Some of Kim's Transit Oriented Developments include: Atlas Lofts and Box Works, Chelsea, MA; Coppersmith Village, East Boston; Aileron, East Boston.



Smolak Vaughan, LLP (Permitting Attorney)

John Smolak, Esq.

John Smolak is a Partner and Co-Founder of Smolak & Vaughan LLP. His practice is concentrated in the areas of land use, environmental, and real estate development law. Prior to forming the firm in 2004, John was Co-Chairman of the Real Estate and Environmental Group with Burns & Levinson LLP in Boston. John has represented property owners and developers in over seventy cities and towns in Massachusetts in all aspects of real estate development, including the licensing and permitting of land use projects such as office buildings and parks, shopping centers, institutional and educational facilities, hotels, affordable and multifamily housing developments, residential complexes, and other mixed use developments.

His practice includes obtaining approvals related to federal, state, and local highway access, historic preservation, wetlands, air, water and sewer facilities, zoning, subdivision control, and other infrastructure permitting before local, state, and federal permitting boards and agencies.

John also serves on several committees, task forces and legal education panels. Most recently, he served on the Zoning and Wetlands Committee of the Governor's Special Commission on Barriers to Housing Development. He also served on the Legislative Committee of the Commonwealth Housing Task Force, an ad hoc committee which developed proposed Smart Growth legislation designed to increase housing opportunities in the Commonwealth of Massachusetts.

Developments John has worked in directly for NOAH include Benfield Farms, Stevens Corner, North Andover, Coppersmith Village and Aileron, East Boston.

Stephanie Kiefer, Esq

Stephanie Kiefer focuses her legal practice on environmental, land use and zoning law, including permitting and appeals. Over the past fifteen years, Ms. Kiefer has been involved in broad ranging projects and associated permitting of wetlands, waterways, sewer and septic, endangered species and MEPA, traditional zoning and subdivision

permitting as well as alternate zoning schemes, such as Chapter 40B and Chapter 40R. Stephanie has been active in the permitting of one of the first smart growth zoning developments in the Commonwealth and likewise was a part of the permitting team for the first Tax Credit Exchange program development with funding through the ARRA, reviving developments which faltered with the collapse of the tax credit market.

LDS Consulting (Market Analyst)

Lynne D. Sweet

Lynne Sweet has over 25 years of experience in the real estate industry and is the founder and principal of LDS Consulting Group, LLC. Ms. Sweet has played a vital role as consultant to both private and public sector clients by providing a range of services, including planning, market research, feasibility analysis, financial structuring, grant writing, land use and permitting, team building and project management. The majority of Ms. Sweet's work currently serves the senior living and affordable housing industries as well as smart growth, mixed-use developments

Ms. Sweet holds a Master of Business Administration from Babson College's F.W. Olin Graduate School of Business in Wellesley, MA. She is a licensed real estate broker in the Commonwealth of Massachusetts. Some of Lynn's Transit Oriented Developments include: Coppersmith Village, East Boston; Aileron, East Boston; Whittier Housing Redevelopment, Roxbury, MA.

Mabbett & Associates (Environmental Consultants)

Stephen A. Vetere, PE, LSP, LEP; Vice President, Environment, Engineering & Infrastructure

Steve is a Professional Engineer (environmental) and regulatory expert with environmental licensing in Massachusetts (Licensed Site Professional) and Connecticut (Licensed Environmental Professional) and extensive experience with environmental regulations in other New England States and New York, as well as Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) and Toxic Substances Control Act (TSCA) requirements.



Steve has extensive experience working within these regulatory programs to facilitate redevelopment of Brownfield properties. He was the lead engineer for over 20 Brownfield assessments in the late 1990s as EPA Region 1 developed their highly successful Brownfields program and later served as the Brownfields program manager for an EPA contractor overseeing the implementation of dozens of Brownfield site assessments for EPA in Regions 1 and 2. More recently, he has expanded his experience to include Brownfield site assessment and remediation for private developers and redevelopment projects in additional geographical areas and in new regulatory environments.

g.
h.

g/h are combined as listed below similar project size, cost, affordability/team members

COPPERSMITH VILLAGE, EAST BOSTON MA

NOAH, Hackett Feinberg P.C./Kimberly L. Martin-Epstein, Corcoran Management Company, Smolak Vaughn, LLP/John Smolak, Nitsch Engineering.

Designed by a neighborhood planning process the **\$43mm** Coppersmith Village is a mixed income, *Transit Oriented Development (TOD)* consisting of **56 mixed income residential rental apartment homes, 15 for-sale mixed income condominium townhomes** (49 affordable and 22 market rate) and a 3,000 sq. ft. ground floor retail/restaurant. Coppersmith is only 4/10 of a mile, a 5-minute walk, from the MBTA Maverick Station Blue Line. This development replaced vacant industrial buildings and is revitalizing an entire city block in East Boston and features Energy Star compliance as well as LEED Gold for Multi-family Homes certification on the for-sale homes.

AILERON, EAST BOSTON, MA

NOAH, Hackett Feinberg P.C./Kimberly L. Martin-Epstein, Company, Smolak Vaughn, LLP/John Smolak, Nitsch Engineering, Corcoran Management Co.



The **\$18.1mm** Aileron located at 127-159 Condor Street in East Boston Aileron is a **40-unit mixed income** mixed development with 33 rental apartment homes and 7 homeownership condominiums (28 affordable/12 market rate), along with artist studio space. Aileron is a **Transit Oriented Development (TOD)** 2/10 of a mile, a 1-minute walk from an MBTA bus stop and 9/10 of a mile, a 12-minute walk to the MBTA Maverick Blue Line. This development features Energy Star compliance as well as LEED certification on the for-sale homes.

STEVENS CORNER, NORTH ANDOVER, MA

NOAH, Hackett Feinberg P.C./Kimberly L. Martin-Epstein, Corcoran Management Co., Smolak Vaughn, LLP/John Smolak.

Situated at the corner of Park and Osgood Streets in beautiful North Andover sits Stevens Corner, a sustainable community consists of **42 mixed income apartments**. Stevens Corner a **Transit Oriented Development (TOD)** is less than 2/10 mile from the #33 MVRTA bus Line, Stevens Corner is 3.4 miles or a 21 minute bus ride to the Lawrence MBTA Commuter Rail Station and within close proximity to local shops, restaurants, and dining, Stevens Corner offers a quaint community atmosphere and comfortable living conditions. Kittredge Elementary School as well as both the North Andover Middle School and High School are walking distance to Stevens Corner. Stevens Corner offers Eco-Friendly Living as its construction is designed to meet the Silver Certification requirements set forth in the Leadership in Energy & Environmental Design (LEED) Green Building Rating System. Products used in finishing the building are energy efficient and provide a cleaner environment for all residents. Brand-new green construction features low amounts of volatile organic compounds in paint, carpets, and composite wood.

SITKOWSKI SCHOOL, Webster, MA

NOAH, Hackett Feinberg P.C./Kimberly L. Martin-Epstein, Corcoran Management Company, Smolak Vaughn, LLP/John Smolak.

The **\$20.5mm** Sitkowski School Apartments is located in the Town of Webster, MA. The Sitkowski School offers **59 one-bedroom and 7 two-bedroom mixed income apartment homes** to residents aged 55 and older. Floor plans include one and two bedroom apartment homes built within the structure of the historic Sitkowski School. The building was



meticulously restored and converted by NOAH into its current residential use including an active Webster Senior Center. The Center, once the school's gymnasium, is a hub of activities and socializing for both residents and neighborhood seniors alike. The community is ideally located with access to a bus line and a short distance to area shopping, dining, and other recreation.

JACKSON COMMONS, Roxbury, MA

Prellwitz Chilinski Associates (PCA) - Architect

The PCA design incorporates this *Transit Oriented Development (TOD)* adaptive reuse of the 3-story Webb Building and a new construction 4-story addition. A total of **37 mixed-income rental apartments**, community learning center and retail/office space. Twenty-nine apartments are affordable to households who earn up to **60% of the Area Median Income (AMI)**. The remaining eight are workforce housing: three units are affordable to households who earn up to **80% of AMI**, and five are affordable to households who earn up to **110% of the AMI**.

Harold and Ronald Brown Family House, Brookline, MA

Prellwitz Chilinski Associates (PCA) - Architect

This is a quiet elegant design that replaces a social hall with a new building that complements the rich architectural heritage of the community. As a *Transit Oriented Development (TOD)* the commercial edges of the retail level align with existing frontage, while the 4-story, sawtooth volumes of the residential building give proper prominence to the historic synagogue and an appropriate scale for the side street elevation. Adjacent to historic synagogue there are **62 apartments for seniors**, of which 57 are income restricted with a 1,085 SF ground floor retail/café.

The Parkside on Adams, Roslindale, MA

Prellwitz Chilinski Associates (PCA) – Architect, Odeh Structural Engineers

This *Transit Oriented Development (TOD)* is located 2/10 mile from the Roslindale Village Commuter Rail station. Parkside is a mixed-use development that contains **43 mixed income apartment residences** and approximately 7,000 square feet of retail and restaurant space. Parkside on Adams has restored the historic Roslindale power substation, which once powered Boston's electric streetcar system, and built a four-story new construction building on site. Residences, housed in the new building, include studios, one-bedrooms and two-bedrooms, with amenities including a green roof deck, a fitness center and garage parking. The substation, which contains restaurant and retail space, now houses a Craft Beer Cellar high-end liquor store and Trillium Brewing Company's winter indoor beer garden.

ECO, Allston, MA

Prellwitz Chilinski Associates (PCA) – Architect

This *Transit Oriented Development (TOD)* is located less than 2/10 mile from the MBTA Griggs Street Green Line stop. As the third new building in Allston's new Green District, ECO contains **104 mixed income units including 28 one-bedroom, 8 one-bedroom + den, 8 two-bedroom**, and 60 studio units, fitness studio, tech bar, club room, and community roof deck, all designed to draw young urban professionals to the area. At 5-stories, with a two-level parking garage, this development is LEED Platinum certified.

- i. There is NO past, pending or threatened legal or administrative action that relates to the conduct of the Proposer or affiliates.
- j. We affirm there is no local, state or federal taxes due or outstanding for the development team or any constituent.

k References

Brian Slater, Senior Vice President, Group Head at East Boston Savings Bank, email: bslater@ebsb.com
Phone: 978-977-6014



**Kelly L. Shay, Sr. Development Officer, Department of Neighborhood
Development, City of Boston, email: kelly.shay@boston.gov
Phone: 617-635-0287**

**Kathleen McGilvray, Director of Investment, MHIC
21 Custom House Street, 8th Floor, Boston, MA 02110
Email: mcgilvray@mhic.com
Phone: 617-850-1008**

2. Development Concept Narrative

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

- Total number of housing units provided is 55.
- Type of housing provided is mixed-income rental.
- Proposed distribution of housing units by floor area size and bedrooms. (Note: the first floor is the ground floor and some enclosed amenity/office space and podium parking garage.

Ground floor: 4,620 sf enclosed, 12,170 garage

Second floor (16,375 sq. ft.)

- 1 - Studio
- 5 - One bedroom
- 2 - One bedroom with den
- 6 - Two bedroom
- 1 - Three bedroom

Third Floor (15,550 sq. ft)

- 1 - Studio
- 5 - One bedroom
- 1 - One bedroom with den
- 7 - Two bedroom
- 1 - Three bedroom

Fourth Floor (15,550 sq. ft)

- 1 - Studio
- 5 - One bedroom
- 1 - One bedroom with den
- 7 - Two bedroom
- 1 - Three bedroom

Fifth Floor (11,670 sq. ft)

- 4 - One bedroom
- 3 - Two bedroom
- 3 - Three bedroom

- **Distribution of income levels to be served expressed as a Boston AMI, including the percentage of housing units that will be priced at market rate.**

9.0% of the units at 30% ami (Section 8 Project Based)

18.1% of the units at 60% ami

30.9% of the units at 80% ami

42.0% of the units are Unrestricted Market Rate

Note: Total income restricted units is 58%

- **ADA and Visually Impaired units. As per Massachusetts code we will be providing:**

3 units that will be ADA accessible.

2 units will be provided hearing and visually impaired.

All units will be constructed as ADA adaptable and all common areas will be fully accessible.

b. Physical plan and architectural character of the project and various programmatic and physical elements of the development including building scale, total height and lot coverage.

We are proposing an L-shaped, 5 story building with a height at about 56ft above grade. The mass of the building supports a double loaded residential corridor at floors 2-5 and parking, drive aisle and direct HP access to the main entry lobby, utility rooms and a variety of commons spaces including shared workspace, mail and package spaces, fitness rooms and a leasing / management office at the entry level.

One of our main design concepts was to reduce the height of the building at key vantage points in a thoughtful and contextual way minimizing the impact of the building on the surrounding community. We achieve this in several ways:

At the entrance to the site we maintain the sewer easement by proposing a community park. This park provides a transition from the town green to MBTA station. Landscaping will shield visibility to the parked public cars as well as begin to clarify areas of public, semipublic

and eventually once in the building, private space. If possible, we would like to reuse blocks from the MBTA renovation as seating at the sidewalk edge of the park.

We intentionally tucked the main body of the building into the site. This provided the opportunity to design into the foreground view from the town green, a 2-story brick and glass community space. Through its differentiation in form and material we intend for that space to be viewed as place available to the community. The glazing will allow visibility to activity within. The brick material will mark it as a building fitting to the context of the Town Center.

To reduce the scale of the main mass of the building, we distinguish the top level with a warm fiber cement wood look material. This material cascades down to grade at opportune moments as the mass of the building changes shape. At the 2-4 floors we propose a light-colored fiber cement clapboard. We understand that any construction on site will shade and shadow our neighbors and by choosing light colors, sunlight will reflect rather than absorb allowing more natural light to continue to be felt within their spaces. At the main entry level we continue the brick not only tying the building together with the 2 story community space but also providing a durable and rich material where people will be closest to the building at the entrances and surrounding our more internal green.

We further manipulate the mass and height of the building by reducing the fifth floor, pulling back the façade, providing opportunities for roof access and a proportional transition to the adjacent buildings and surrounding context. As seen in the perspectives you get glimpses of the building but through its positioning and careful carving away where possible, we look to create something that the town will not see as drastically changing the character of Winchester Center and will feel as if it has always been there.

Another key concept was integration of and sensitivity to the Winchester Community.

In our proposal we would suggest that the 1st floor of the 2-story community space be utilized as a space available to the Winchester community at large. The Chamber of Commerce building will be demolished; however, if desired, the 1st floor of the 2-story community

space could be used to house the Chamber of Commerce. We could see that space as a potential Workshare flexible office space available to all Winchester residents as a safe environment to hold meetings or work remotely while staying near their home. Other ideas are to introduce public art, to include sculptures and murals and culture into the community space through possible partnerships with Studio on the Common as an additional location to hold classes or with the Griffen Museum to hold temporary exhibitions or other events. We are open to hearing what other community-based opportunities there could be for that space. Beyond those possibilities, as part of a resiliency plan, our building will have a generator and therefore be a support space, providing access to a functioning refrigerator for medicine and emergency supplies and outlets to recharge essential devices.

The two existing easements will be maintained with no permanent structure built on or over them. We propose that the currently abandoned parcel will remain as is, as an entry to the site. We provide space on to our site, beyond the side and rear easement to the Waterfield shops so that vehicular access for loading can continue to those businesses. As residents of Winchester we understand how important that is to the function of their operations. By sharing this existing entrance for the existing businesses, the community parking, and the residential building, we are able to introduce a beautiful community park, reduce the number of curb cuts on Waterfield street and therefore allow for a few more on street parking spaces.

Again, as Winchester residents, we understand the significant use and value that the Waterfield parking lot provides to the community. Parking is always a sensitive subject for communities and losing parking even more so. Within our design documents we offer a few alternatives to additional parking. If so desired, we can further investigate a structure parking option raising the building slightly, about 7 ft, and utilizing the topography of the site to provide two levels. See page 14 within the design documents to help understand the effect on the mass of the building. We have also studied increasing parking beyond the site and believe that with cutting back some brush and restriping we can find 15-20 new spaces at the Aberjona lot. We have included in our construction budget \$25,000 for the improvement to this area to create the 15-20 new spaces.

We reviewed the previous designs. When scaled, the previous designs were not wide enough to accommodate double loaded residential corridors or parking. To achieve the density noted (between 58 – 65 units and 76 garage spaces), we feel the building would have needed to be much taller than our proposal and most likely extend into the ground which is costly and presents logistical challenges, not to mention concerns of the water table. Our design takes into consideration existing scale and context, a diverse unit type mix, parking requirements per zoning bylaws and town commission / board comments as well as site-specific restrictions (easements, setbacks, MBTA encroachment, etc.). Our design increases the green space by 400% over the current site, will incorporate brick at the ground level and clapboard siding above to pull from the local vernacular and seamlessly connect to the existing Town Common and MBTA station. The development team heavily considered the RFP review boards desire for affordability, scale and architectural style, site integration and sustainability objectives in our proposal.

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

For NOAH, as a mixed income housing developer with a mission to provide safe, supportive, and healthy living environments and PCA, as architects and signatories to both the AIA’s 2030 Commitment and LP50 Materials Pledge, we understand that we have the opportunity and the responsibility to mitigate the impact of building on our environment.

Our proposal intends to look for LEED Gold Certifiable status, Enterprise Green Communities 2020 which will include WELL Building Certification, and implement Passive House standards as a way to inform the building envelope, energy efficiency, water usage, healthy materials, environmental impact, health and wellbeing, and resiliency of the project as a whole. We propose an enhanced thermal envelope and windows that will serve the purpose of improved energy efficiency while mitigating sound from the nearby train. We propose solar panels on the roof as a means to move toward net zero energy with little or no use of fossil fuels. HVAC systems, Washers and Dryers, and stoves will be electric. Now more than ever we understand the need for good clean



air. We will not only have a tight envelope but will also require heat recovered fresh air and ventilation to all spaces. We have integrated green space throughout the project at a community, resident community, and individual unit level to allow access to the outdoors for all residents. See the included information based on the ILFI Living Building Challenge Petals for our approach across a spectrum of sustainable concepts that contribute to a beautiful design for this project. We have also provided a preliminary LEED for Homes Multifamily Midrise Checklist. This is a conservative first pass that achieves LEED Gold status. Once designated and as the project evolves to the next level, there may be opportunities for more points.

PCA and their consultants continue to stay ahead of the curve, combining sustainable design experience with a collaborative, business-minded approach, ensuring that our projects realize the benefits of going green and nurturing the next generation of responsible, progressive design.

Our sustainable design approach is holistic and considers many resources: energy, health, community, economics, and equity. We design with Universal / Inclusive Design Principles believing that spaces that promote inclusivity and diversity will become spaces enjoyed and loved by all.

Sustainable design is embedded in the way we work. We incorporate strategies that address issues of technical performance, efficiency, occupant health, and responsive design on projects with tight schedules and budgets, resulting in energy efficient, high performance buildings that generate measurable results for our clients.

PCA Representative projects include:

LEED Platinum Certified: The Edge Apartments, Allston, MA; Eco Apartments, Allston, MA

LEED Gold Certified: Ames Shovel Works, North Easton, MA; Radius, Allston, MA; Serenity, Jamaica Plain, MA; The Brynx, Jamaica Plain, MA; Jackson Commons, Roxbury, MA; Washington Place, Newton, MA; Port Landing, Cambridge, MA



Passive House Certified: McElwain School Apartments, Bridgewater, MA (anticipated); Mildred Hailey Apartments, Boston, MA (anticipated)

Enterprise Green Certification: Golda Meir House, Newton, MA (anticipated); Harold and Ronald Brown Family House, Brookline, MA (anticipated); Fountain Hill, Roxbury, MA (anticipated)

Energy Star: Inman Lofts, Somerville, MA; Wilber School, Sharon, MA; 89 Oxbow, Wayland, MA

WELL Building Certified: Golda Meir House, Newton, MA (anticipated)

NOAH representative projects include:

Coppersmith Village, East Boston, MA - This development replaced vacant industrial buildings and revitalizing an entire city block in East Boston and features Energy Star compliance as well as LEED Gold certification on the for-sale homes.

Benfield Farms was LEED Gold for Homes and won an AIA award

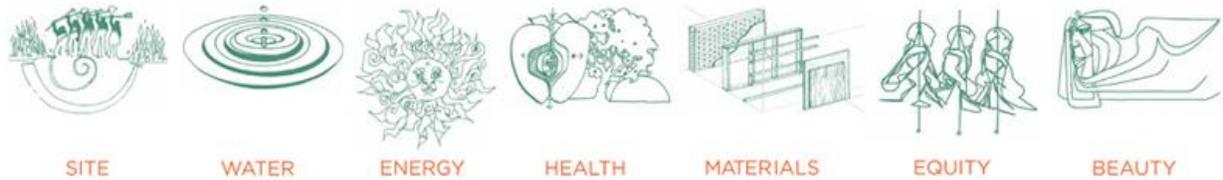
Aileron, East Boston, MA - This development features Energy Star compliance as well as LEED certification on the for-sale homes.

Stevens Corner, North Andover, MA - Stevens Corner offers Eco-Friendly Living as its construction met the Silver Certification requirements set forth in the Leadership in Energy & Environmental Design (LEED) Green Building Rating System. Products used in finishing the building are energy efficient and provide a cleaner environment for all residents. Brand-new green construction features low amounts of volatile organic compounds in paint, carpets, and composite wood.

Possible qualifying or guiding standards:

- **LEED for Homes Multifamily Midrise (See **Exhibit A** LEED v4 for Building Design and Construction: Multifamily Midrise Completed**
- **PHIUS Passive House Certified**
- **ILFI Zero Energy Certification**
- **ILFI Core or Petal Certification, Energy**
- **Enterprise Green Communities Certified**
- **WELL Building Standard Certified**

ILFI Living Building Challenge Petals



We look to the Living Building Challenge’s “Petal” structure as a guide as it aligns with how we think about sustainability: modeling the built environment after the natural world to create lasting places.

BEAUTY AND INSPIRATION

Affordable access to the lively, historic downtown

A contemporary residential design atop a masonry plinth with expanses of glazing on the pedestrian level drawing from on the existing historic & retail context

Connect community through the ground level Community Share space and landscaped extensions of the Town Common

Create intentional means to access nature, fresh air and daylight through balconies, roof decks, pocket parks, a direct connection to the Town Commons, Riverway and Bike Path

PLACE

Reuse of an existing infill site with a welcoming, livable development

Celebrating the proximity to natural and manmade enticements, features

Increasing existing green space by 400%

Address the existing heat island conditions through increased shade, natural materials and reducing overall Solar Reflective Index (SRI)

Close to public transportation and local jobs of all types

Appropriate site development creating a sense of place and inviting in community

MATERIALS

Use sustainably managed materials

Avoid red list chemicals in building materials, cognizant of occupant and trades-persons wellbeing

Exterior finishes that are durable, maintainable, and timeless. We want these buildings to last the life of the land lease.

Consider the neighboring properties and how light is absorbed with cladding choices

WATER

Use low flow fixtures and water use reduction measures

Increase existing impervious land area by 15%

Reduce stormwater surge discharge to town system

Augment onsite infiltration & recharge with bioswales and catchment systems

ENERGY

Passive House: energy use reduction – toward Net Zero Energy

Use Mass Save incentives to study the possibility of Passive House on the new construction portions of the project

Integrate strategies with hope for Passive House certification if financially feasible.

Study use & integration of all electric systems

Look to include photovoltaics to minimize operational carbon

HEALTH & HAPPINESS

Individual fresh air supply; heat exchanger for comfortable delivery temperature and MERV air filters for occupant health

Individual controls and operable windows

Conscious finish selection promoting indoor air quality

EQUITY

Universal Access considered through the property for all abled bodies to be able to enjoy the features and amenities

Develop the property to be inclusive neighbors, additive to the existing community through the Community Share & Outdoor Green spaces

PCA is a JUST Organization as part of a practice of pursuing places that are socially just in addition to being ecologically restorative

- 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.**

Work only during Town bylaw times unless special permission granted. Parking will be fully disrupted for at least the first half of the project during site work and exterior build. There will be opportunity to open some of the lot after building trades move primarily inside. Existing deliveries to 11 Waterfield can remain functioning and the site development will utilize the existing curb cut to the parking lot for access.

- e. Discussion how to 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.**

For MWRA easement, our design has no permanent build on or over so it will be unaffected. Precautionary protection / clearances will be agreed upon by all parties necessary for construction duration. The MBTA will be granted full access to their new sidewalk from Waterfield St. to their platform connection points, and construction of this project is not expected to start before MBTA construction completion based on the information available.

- f. Describe 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.

The existing parking on site will be fully disrupted during at least the first half of construction due to building footprint location, utility and site work, construction lay down area and construction worker parking needs. Abutter's access will not be disrupted, and their parking needs will be prioritized as space and logistics allows. Access to the main site will be through the existing curb cut to the parking lot until the new permanent entry is created.

- g. Provide 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.

Our proposal aims to minimize the on-site parking needs for residents and reach an agreed upon ratio with the Town and community based on mitigation and zoning bylaw strategies currently allowed. If the primary proposal is not satisfactory, we have prepared a secondary plan that increases the building height by about a half-story and accommodates more parking that can be shared between the public and residents. The development team is considering bicycle parking above the minimum requirements, car-sharing options, and a shared parking analysis in addition to the convenient location next to mass transit.

h. Project Financing

Sources and uses of funds: See attached **Exhibit B**

Construction estimate: See attached **Exhibit C**

For rental: 20-year operating Pro-Forma: See attached **Exhibit D**

Pre-development budget: See attached **Exhibit E**

For Tax Credit projects: tax credit calculation. See attached **Exhibit F**

Evidence of developer's financial capacity to cover equity requirements: See attached **Exhibit G**



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) See attached **Exhibit H**

3. CONCEPTUAL DESIGN DRAWINGS

This section includes 11"x17" plans (scale: 1" = 20')

The representative plans in this section account for the following as required in the RFP:

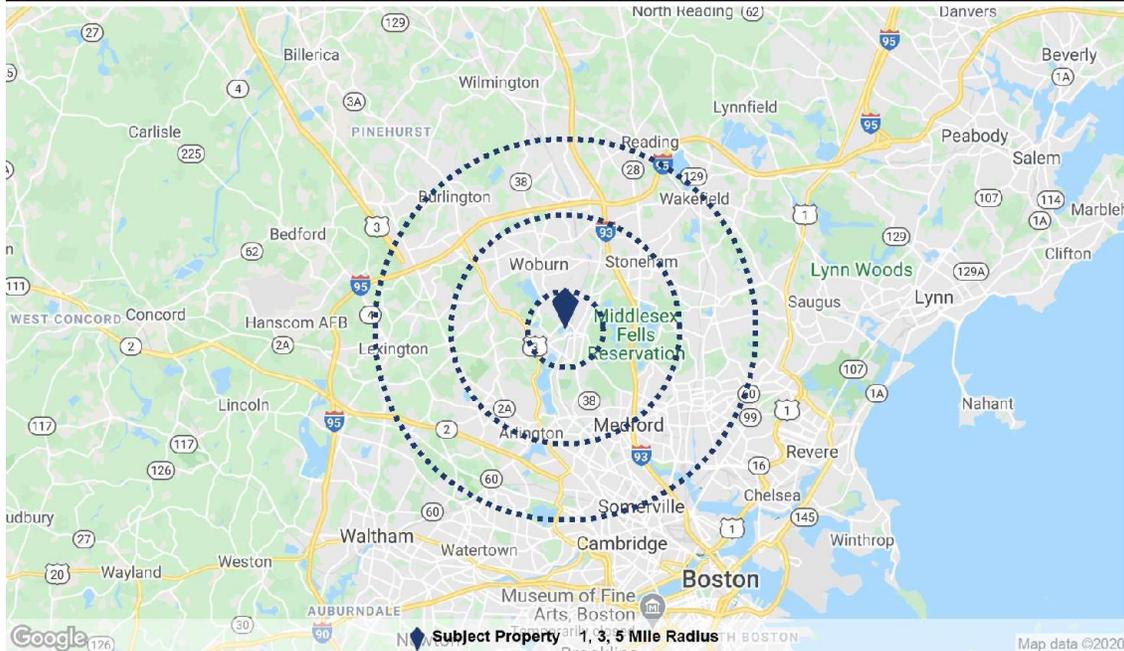
- 1 Site plan that describes parking layout and numbers of parking spaces and building footprint;**
- 2 Landscape plan noting sufficient detail on how our plan is integrated into the neighborhood and adjacent streetscape;**
- 3 Floor plans indicating "conceptual" location of affordable and market rate units;**
- 4 Elevations with material indications, and elevation view including the entire Waterfield block;**
- 5 Typical unit plans (for affordable and market-rate units, demonstrating level of comparability). There is no difference in the floor plan for affordable and market rate units.**
- 6 Concept project images showing the appearance of our building from three locations, specifically the Town Common, Laraway Road, and Church Street. Views must be shown from the point of view of a 5 1/2 foot tall person. Our submission includes all three views in the images that were provided by the Town of Winchester. High resolution image files have been provided on the zip file stick.**

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.

TARGET MARKET

Winchester Target Market Demographic noting 1-mile radius, 3-mile radius and 5-mile radius



DEMOGRAPHIC SUMMARY

Population	1 Mile	3 Mile	5 Mile
2020 Population	14,426	117,079	422,355
2025 Population	14,779	119,495	431,779
Pop Growth 2020-2025	2.5%	2.1%	2.2%
2020 Average Age	40	42	40

Burlington and Woburn would be considered the primary sub-market in the 3 mile and 5-mile radius markers.

RENTAL UNIT PRICING

Winchester Commons					
Apartment size	Number of units	GROSS Rent	Utility Allowance	Income Limits	Net Rent
Studio	1	1,608	105	30%	1,503
Studio	0	1,152	105	60%	1,047
Studio	1	1,665	105	80%	1,560
Studio	1	1,950	n/a	market	1,950
1 Bedroom	1	1,801	128	30%	1,673
1 Bedroom	5	1,233	128	60%	1,105
1 Bedroom	5	1,896	128	80%	1,768
1 Bedroom	8	2,125	n/a	market	2,125
1 Bedroom w den	1	1,801	128	30%	1,673
1 Bedroom w den	1	1,233	128	60%	1,105
1 Bedroom w den	1	1,896	128	80%	1,768
1 Bedroom w den	1	2,250	n/a	market	2,250
2 Bedroom	1	1,480	165	30%	1,315
2 Bedroom	3	2,151	165	60%	1,986
2 Bedroom	8	2,325	165	80%	2,160
2 Bedroom	11	2,500	n/a	market	2,500
3 Bedroom	1	2,749	203	30%	2,546
3 Bedroom	1	1,709	203	60%	1,506
3 Bedroom	2	2,368	203	80%	2,165
3 Bedroom	2	3,000	n/a	market	3,000

Unrestricted Market Rate do not receive a utility allowance

30% Income Limit = Project Base Section 8

60% Income Limit = Restricted at 60% AMI

89% Income Limit = Workforce Restricted at 80% AMI

Market = Unrestricted Market Rate

Utility Allowances were generated utilizing the Winchester Housing Authority published "Allowance for Tenant Furnished Utilities" dated 12/1/2019

LOTTERY PROCESS

The public lottery for Waterfield Commons will be held on ___TDB___ in a location accessible to persons with disabilities after the 60-day application/marketing period has lapsed. The lottery process is compliant with the mandated standards of the Department of Housing & Community Development (DHCD).

To qualify for the lottery selection process, returned applications will be date and time-stamped and must be complete and received by the deadline of the 60-day application/marketing period.

The lottery will be held at a public location accessible to persons with disabilities. The sorting of the lottery is now done electronically. Corcoran Management will use Random.org to sort the lottery waitlist. At the in-person lottery, application numbers and their associated lottery number will be announced. Once the sorting takes place, all applicants will be notified in writing within seven days of the live lottery date, of their lottery number and position on the waitlist according to their lottery preferences and lottery number. The results of the lottery will place applicants in all pools for which they qualify.

The Town of Winchester is committed to providing equal access to all applicants. In the event that the pool of Local Preference applicants does not include at least 27% of households who have one or more household members who are a minority (as indicated in the application and as defined by DHCD regulations) other eligible minority applicants will be included until at least 27% of the applicants in the Local Preference pool are minority. This will be done through a preliminary lottery in accordance with DHCD requirements.

There will be one pool maintained by bedroom size for all applicants, referred to as the “open pool” and an additional pool maintained by bedroom size referred to as “Local Winchester Resident Pool”.

Within an applicant pool, first preference shall be given to households requiring the total number of bedrooms in the unit based on the following criteria:

- a) There is at least one occupant per bedroom
- b) A husband and wife, or those in a similar living arrangement, shall be required to share a bedroom. Other household members may share but shall not be required to share a bedroom
- c) A person described in (b) shall not be required to share a bedroom if a consequence of sharing would be a severe adverse impact on his or her mental or physical health and reliable medical information is provided substantiating the adverse impact.

A household may count an unborn child as a household member. The household must self-certify the state of pregnancy with the application.

- d) If the applicant is in the process of a divorce or separation, the applicant must provide proof that the divorce or separation has begun or has been finalized.

Applicants will be notified of their standing in the Winchester Resident and Open Pool categories. Winchester residents and other minority applicants (if applicable) from the open pool will have standing in both the Winchester Resident and Open Pool categories.

Screening Applicants

Management will use the same screening process and eligibility criteria for all applicants, including those who may have a tenant-based housing subsidy. All applicants must meet the following eligibility requirements. Third party documentation will be required to verify eligibility.

1. Gross household income does not exceed the maximum income limits for the apartment.
2. Applicant must meet the minimum income requirements to rent the apartment. Applicants with tenant-based Section 8 vouchers will not be subject to minimum income requirements.
3. Applicant household size must be appropriate for the size of the apartment.
4. Management will obtain the following information: employment and other income verifications, credit and criminal/sex offender checks, landlord references, and other relevant information. Applicant must have positive references and be credit worthy. An adverse credit score alone would not exclude someone from eligibility. Management reserves the right to reject solely based on negative references.

Management will not be conducting CORI checks for market and affordable apartments. Criminal record checks will be part of a general background screening of all applicants for housing obtained from our credit reporting agency who will follow the practices and procedures as outlined by DHCD.

The Criminal Record check will only be processed once an applicant is selected from the lottery pool.

5. All information provided on the application must be true and accurate. Applications containing inaccurate or incomplete information will not be approved.

6. Individuals with a financial interest in the property or relatives of persons with a financial interest in the property are not eligible to apply.

MARKETING PLAN

See attached **Exhibit I** Sample marketing/management plan for Winchester Commons

See attached **Exhibit J** Sample tenant selection plan for Winchester Commons

See attached **Exhibit K** sample Affirmative Fair Housing Marketing Plan (AFHMP) -Multifamily Housing form we would complete and submit for approval at the appropriate time if we are successfully awarded developer status for this site through the RFP process

5. ZONING AND PERMITTING

Consistent with Section 7.3 of the Winchester Zoning Bylaw, NOAH's redevelopment proposal will seek to advance a vibrant, active downtown redevelopment proposal, focused on providing affordable housing. NOAH proposes to pursue redevelopment of the site under the Planned Unit Development ("PUD") approval process under Section 7.3 of the Bylaw and the Regulations governing Section 7.3, together with the published guidelines contained within Section 4 of the Regulations. Given the unique location of the Waterfield Lot site, especially relevant planning concerns will include connectivity and safety to the adjacent MBTA commuter rail line, both from a pedestrian and vehicular standpoint, and the continuity of architectural styles.

Prior to finalization of a Special Permit application for the project within the PUD overlay, Developer's team intends to present proposed design to the Planning Staff for input and to ensure appropriate application form materials include all requirements for a completed application. NOAH intends to share its proposed redevelopment concept plans in pre-filing meeting(s) with the Planning Department staff and other Town staff for feedback and perspective.

Likewise, in accordance with the PUD guidelines, NOAH will undertake the appropriate studies to assess, as may be applicable, flooding, noise, traffic and street maintenance as part of its project review and design analysis.

In addition to seeking Planning Board approval for the project, NOAH's design and permitting will be more fully informed by the applicability of local, state or federal environmental/land use permitting requirements and to factor any such related permitting within its timeline.. As illustrative examples, the Developer intends to: review the title for the property to determine whether the provision of M.G.L. c.40, §54 are applicable and/or the need to obtain a determination from MassDOT of non-applicability with respect to the site's proximity to the MBTA rail line and to confirm whether the project would impact resource areas as protected under the Wetlands Protection Act and/or the Winchester Wetlands Bylaw and obtain such confirmation of delineations. Likewise, within the review process of proposed development plans, Developer will be mindful to confirm that no work be within the 30-foot zone of influence as defined by the MBTA, or otherwise seek a license from the MBTA to allow work within such zone.

6. IMPLEMENTATION PLAN AND TIMETABLE

- a. Provide a description of how the development concept will be implemented, including:

Project schedule (See **Exhibit I**)

In addition to seeking Planning Board approval for the project, NOAH's design and permitting will be more fully informed by the applicability of local, state or federal environmental/land use permitting requirements and to factor any such related permitting within its timeline.. As illustrative examples, the Developer intends to: review the title for the property to determine whether the provision of M.G.L. c.40, §54 are applicable and/or the

need to obtain a determination from MassDOT of non-applicability with respect to the site's proximity to the MBTA rail line and to confirm whether the project would impact resource areas as protected under the Wetlands Protection Act and/or the Winchester Wetlands Bylaw and obtain such confirmation of delineations. Likewise, within the review process of proposed development plans, Developer will be mindful to confirm that no work be within the 30-foot zone of influence as defined by the MBTA, or otherwise seek a license from the MBTA to allow work within such zone.



7. REQUIRED FORMS (PROVIDED IN APPENDIX): Included in this section are the following completed and executed forms.

- a. **Certification of Tax Compliance**, required under M.G.L. c. 62C, §49A, in which the proposer certifies that he or she has complied with all laws of the Commonwealth of Massachusetts relating to taxes;
- b. **Certificate of Non-Collusion**, required under G.L. c. 30B, §10, in which the proposer states that this proposal is made in good faith without fraud or collusion or connection with any other person submitting a proposal signed and dated by the proposer;
- c. **Disclosure of Beneficial Interest Form**, required under M.G.L. c. 7C, §38, in which the proposer identifies the parties who will have an interest in the Property and whether any such party is a state or local employee;
- d. **Certificate of Authority**, in which the proposer, if an entity, identifies the names and addresses of the managers, directors, officers, and/or other parties authorized to act on behalf of the entity.

Waterfield Commons

Marketing/Management Plan

TABLE OF CONTENTS

Introduction

1. Roles and Responsibilities

2. Staffing Plan & Training
 - Staffing Plan & Job Descriptions
 - Training
 - Professional Affiliations

3. MPI Policies and Procedures

4. Marketing

5. Administrative

6. Maintenance
 - Routine Maintenance
 - Preventive Maintenance
 - Capital Planning

7. Financial Management

8. Resident Services

INTRODUCTION

In order for the management of Waterfield Commons. to be successful, a good working relationship must be developed and nurtured between the Owner, the Management Agent, the on-site management and maintenance staff and the Residents. This Management Plan is developed to define the responsibilities of the Management Agent (and others, as described herein) and to provide a guide for the property management program at Waterfield Commons. It is anticipated that this information will enable everyone who participates in the operation and administration of the property to do so effectively.

This guide is a plan of operation for the property. However, we know that the plan will be revised with the benefit of day-to-day experience at the site and familiarity with the property and buildings. It will also make every effort to incorporate either specifically or by reference the policies and procedures that are applicable to Waterfield Commons. and its residents.

1. ROLES AND RESPONSIBILITIES

The Management Agreement between the Waterfield Commons. Owners and Corcoran Management will clearly define the responsibilities of both the Owner and the Management Agent. The Management Agreement incorporates, by reference, the Management Plan, and sets forth those responsibilities and obligations delegated to the Agent by the Owner. It also identifies the obligations the Agent must meet as established by applicable regulatory, municipal, state or federal agencies, laws and statutes.

The Management Agreement spells out the relationship between the Owner, the lenders, and the Agent. It is the responsibility of the Agent to propose policy matters to the Owner (and other parties, as appropriate) before implementation, and to consult with the Owner on all issues where actions to be taken are not clearly defined by either the Management Plan or the Management Agreement. In all areas of expenditure that exceed those limits and instances imposed by the Management Agreement, the Agent must provide the Owner with an explanation of the expenditure, provide documentation that appropriate purchasing processes were followed, and obtain the Owner's approval before entering into any contract for such expenditure.

The Management Agent is guided by the Owner's policies, philosophies and goals at all times (and in accordance with all regulatory requirements established either by funding agencies and/or pertinent governmental agencies). Whenever there is a conflict, the Management Agent will look to the Owner for direction.

The Principal-in-Charge, the Regional Manager and the Property Manager will meet with the Owner on a mutually agreed schedule to review the operation of the property. The Property Manager is the senior person on site and reports to the Regional Manager. The Regional Manager reports to the Principal-in-Charge.



2. Staffing Plan & Job Descriptions

In consideration of the number of apartments and the number of buildings at Waterfield Commons, we propose that the property will be managed from the Waterfield Commons site office located in Winchester MA.

Corcoran Management staff will perform as much of the routine day-to-day services as possible. Whenever necessary, and in accordance with the operating budget, Corcoran Management will contract for certain services including landscaping and unit turnover. In addition, when a repair requires expertise beyond that of site staff a contractor will be utilized.

As employees of Corcoran Management, persons filling these positions would be eligible for 2 – 3 weeks paid vacation depending upon position, 2 weeks paid sick leave, should the employee need to use it, up to two thirds payment toward family medical insurance (choice of three plans), limited long term disability insurance and life insurance policy paid and participation in our 401K plan.

The Property Manager is the senior person on the site, reporting directly to the Regional Manager and responsible for the day-to-day administrative and operational activities. The Property Manager is responsible for ensuring that all administrative and maintenance personnel perform their job-related tasks and that the residents comply with the terms of their Occupancy Agreements (Lease). The Property Manager is the person in charge of all other Corcoran Management on-site personnel.

The Regional Property is the direct contact as needed for Lenders and involved agencies.



Job Description

Regional Property Manager

The Regional Property Manager has full responsibility and authority for all phases of property management for the properties under their supervision. They are responsible for seeing that their properties are managed in the most effective, efficient and economical manner, consistent with the Company's policies and directives. As they are responsible for the solvency and sound fiscal operation of the properties, Regional Property Managers make recommendations to their respective Principal-in-Charge in such areas as rent increases, budgetary adjustments and personnel adjustment. They have the authority to hire and terminate the site staff in the property they administer, provided that it is done within the framework of the Company policies and with approval of the Company President.

Job Descriptions

Senior Property Manager

The Property Manager is responsible for the overall management of the property on a day-to-day basis. This includes the direct supervision of the Superintendent of Maintenance. The Property Manager reports directly to the Regional Manager in charge of the property. As this position requires continual contact with professional peers, staff, residents, clients, contractors and the outside community at large, the Property Manager must demonstrate effective written and oral communication skills. While working with the Regional Manager, senior members of Corcoran Management and other central office administrative staff, the Property Manager must be able to work collaboratively in the development, revision and implementation of all property policies, procedures, programs and systems.

Job Description

Superintendent of Maintenance

The Superintendent of Maintenance is responsible to oversee the facilities operation on the site and reports directly to the Property Manager.

As this position requires continual contact with professional peers, staff, residents, clients, contractors, and the outside community at large, the Superintendent must demonstrate effective written and oral communication skills. While working with the Regional Manager, senior members of Corcoran Management and other central office administrative staff, the Superintendent must be able to work collaboratively in the development, revision and implementation of all site policies, procedures, programs and systems.

The Superintendent is responsible to directly supervise any maintenance staff and contractors. Responsibilities include the assignment of work orders and follow through on the completion of these work orders, making routine inspections of the common areas, scheduling of special Developments, performing preventive maintenance inspections and scheduling these repairs.



Employee Training and Certification

At Corcoran Management, being a successful women-owned property management company with a diverse and talented workforce is only part of what makes us unique. We combine innovative property management systems and technology with unwavering dedication to teamwork, staff development and training. We have created a community within our company; we set clear goals and hold people accountable. In addition to the traditional financial benefits, the company also emphasizes other benefits like challenging people, making staff feel like their work makes a difference, being respected, and being given opportunities to learn and advance in their careers. This collaborative and pro-active approach results in a high employee retention rate.

The Corcoran Management, Employee Training and Professional Development Committee meets monthly to evaluate current orientation and training programs, employee needs and staff development programs. The Recruitment Manager meets regularly with this Committee, Senior Staff and the President to discuss open positions and recruitment strategies and to review possibilities of filling open positions with current employees who have expressed a desire for change. We believe that our best resource for recruitment exists among our current employees. Recruitment strategies include incentives for employee referrals, posting with trade organizations, educational institutions, and advertising on the web and newspapers.

All personnel receive on-going training on a variety of topics including:

Marketing and Leasing	Safety Meetings Fire Safety
First Aid Landscaping	OSHA Requirements
Emergency Evacuation Procedures	Housing Law
Occupancy and Leasing Requirements	Legal Matters
Conducting Property Physical Inspections	Dealing with Loss
Environmental Issues and Reducing Consumption	Trainings on Operations Manual
Customer Service	Fair Housing Laws
Low-Income Housing Tax Credit Compliance	Confidentiality
Building and Code Violations	

Professional Affiliations and Accreditations

Corcoran Management is affiliated with several nationally recognized organizations that offer training for management agents including; Citizens Housing and Planning Association, The National Center for Housing Management, The Institute of Real Estate Management, MassHousing - Tenant Assistance Program, Greater Boston Real Estate Board and Citizens Housing and Planning Association, Chamber of Commerce, New England Affordable Housing Management Association, N.E. Elderly Housing Association, Vermont Housing Manager Association, Vermont Affordable Housing Coalition, Community Associates Institute and Piltch Associates, Inc.



MPI Policies and Procedures

The Corcoran Management, Operations Manual is a tool to assist employees to provide the highest professional standards to our clients, colleagues, and the communities that we serve. The manual includes detailed instructions on every aspect of property management. All employees are trained on utilizing the manual at least once per year for existing employees and during orientation for new employees.

4. MARKETING PLAN

Corcoran Management (MPI) begins the marketing program at each of its properties with a complete and thorough market analysis. With the information compiled, a comprehensive marketing plan is developed that outlines both short term and long-term plans to achieve maximum and sustainable rents and occupancy levels. Systems are put in place to ensure short turnaround times. MPI implements all Marketing Programs to ensure that all applicants are treated fairly and consistently in its marketing initiatives and in accordance with the approved Affirmative Fair Housing and Marketing Plan for the property.

Purpose of this Plan

Waterfield Commons sets forth this Marketing Plan to ensure that all applicants are treated fairly and consistently in its Marketing initiatives. It also ensures that all personnel are operating from the same standards when administering the Marketing and Tenant Selection Plan.

The Owner, Lender, and the Management Agent, Corcoran Management, will comply with all Federal, State and local fair housing and civil rights laws and with all Equal Opportunity requirements in HUD administrative procedures. In carrying out its marketing program and tenant selection process, neither the Owner, nor its Agents, will discriminate based on race, color, creed, religion, sex, sexual orientation, national or ethnic origin, age, disability, handicap, ancestry, class or marital status, or any other basis prohibited by law. This applies to accepting and processing applications, selecting tenants from among eligible applicants of the waiting list, assigning units, and certifying and recertifying eligibility for assistance. All marketing staff and all other persons involved in processing and/or handling applications will be trained in (1) procedures and policy matters, mindful of relevant federal, state and municipal orders, laws, and statutes dealing with civil rights and fair housing, (2) The Marketing and Tenant Selection Plans, (3) applicable regulations governing the selection of applicants for this housing, including, but not limited to, Title VIII of the Civil Rights Act of 1968; Title VI of the Civil Rights Act of 1974; Executive Order 11063, November 29, 1962; M.G.L. Chapter 151B; Executive Order 11246, September 9, 1965, the Fair Housing Amendments Act of 1988 and the Americans with Disabilities Act. In addition, the appropriate complaint procedures will be explained so that applicants may avail themselves of that process if they feel discrimination has occurred. Marketing staff will receive training on the use and appropriate review of the paperwork and processing required in marketing the units.



The supervisory staff persons of the Management Agent will be responsible for administering all training required by this Plan and the Corcoran Management Marketing Plan. Those staff persons include the Vice President/Principal-in-Charge, Regional Manager and the Director of Compliance and Compliance staff having direct responsibility for oversight of Waterfield Commons.

A copy of the Marketing Plan and the Tenant Selection Plan shall be available for public inspection by any interested group or individual at the marketing /management office located at 1285 Commonwealth Ave.

Advertising and Outreach

The advertising component of the Marketing Plan will include the following:

1. The Fair Housing Logo used by the U.S. Department of Housing and Urban Development (HUD) shall be prominently displayed in the on-site Management Office.
3. All brochures, pamphlets and other literature will state “All units available on an open occupancy basis” and will display the Fair Housing and Barrier-Free logos.
4. All brochures, pamphlets, and other literature will state, “Corcoran Management does not discriminate on the basis of handicap status” and will include the telephone number of the 504 Coordinator for Corcoran Management
5. If human likeness or models are used, they will reflect a mix of minority and majority models, which reflect the affirmative fair marketing goals for Waterfield Commons.

Media to be used for advertisement

Advertisements will be placed in minority and majority newspapers to attract a pool of applicants that reflect the diversity of the population in the City. If additional advertising is needed, it will be placed in newspapers whose readership is similar to the minority and majority population that need to be reached to meet the Plan’s purpose. It is expected that the use of print media and materials directing applicants to the property’s website will be sufficient to attract an applicant pool and to maintain a waiting list reflective of the Plan’s purpose. Information will be translated as needed, or upon request, so that it is accessible to linguistic minorities. All newspaper ads, printed material and the website shall state “Equal Housing Opportunity” and shall carry the Fair Housing and Barrier Free logos.



Community Resources

The Management Agent will send out to the Community Resource contacts written notification that housing at Waterfield Commons. is available on an open occupancy basis. This notification is to include basic information concerning management, special program guidelines, number of units and sizes, approximate dates of occupancy, amenities of the Development, availability of transportation and income levels served. The notice also will state that the group or individual is being contacted because it may be interested in participating in these affirmative marketing efforts and that it may be contacted at a later date concerning willingness to participate in this effort. The notice will provide the name of a contact person if additional information is required.

Orientation

Once a prospective resident has been shown the unit s/he will occupy, the Property Manager and/or his/her designee will schedule an orientation session for the applicant and her/his family. In order to assist incoming residents, the designated management staff person will provide two kinds of orientations.

First, prior to executing the Lease Agreement, the Property Manager and/or his/her designee will review the provisions of the document with the resident including the property's rules and regulations. Thus, all incoming persons are acquainted with their responsibilities, and the responsibilities of the Management Agent. It is necessary to have executed occupancy agreements that clearly define the residents' responsibilities with regard to payment of rent, other charges and standards of occupancy.

The Property Manager and/or his/her designee will carefully inspect the unit to be occupied with the incoming person. This orientation session focuses on the actual condition of the unit, the operation of appliances and safety devices, and the responsibilities of the resident with regard to maintenance services. It is at this time that the Property Manager and/or his/her designee and resident discuss the best methods of care and maintenance of the unit, and also this session provides an opportunity to review the rules and regulations regarding what physical alterations are permitted under the lease, as well as reviewing the common area cleaning responsibilities to be assumed by each resident.

New residents are also briefed on the community in which they will reside, such as the location of stores, houses of worship, transportation, schools, and other services.

A Move-In Inspection form will be prepared by the Property Manager and/or his/her designee and signed by both the resident and the Property Manager after they inspect the unit's condition. When the unit is vacated, the condition of the apartment will be compared to the Move-In Inspection form.



5. ADMINISTRATIVE

Rent Collection

Collection policies are developed on a site-by-site basis, reflecting the needs and interests of the property owners and the resident population. The following is a synopsis of our collection policies and forms the basis for discussion to establish the specific collection policy for Waterfield Commons.

Residents are required to pay their rent by check, money order or direct debit by the first day of the month in which it is due. Checks or money orders (not cash) must be mailed or hand delivered to the management office. Deposits are made daily during the first week of the month, and as required during the remainder of the month.

A "No Cash" policy provides security for management and the resident. Checks are scanned as they are received and automatically deposited into the operating account and posted to the resident's payment ledger.

All payments are due and payable on or before the first day of the month and are considered delinquent if not paid by the fifth day of the month. If requested by a resident, and committed to a written agreement, the payment may be coordinated to meet the particular needs of the resident, but in all cases, full payment must be made by the 15th day of each month.

If a resident experiences unusual problems that create payment difficulties, the resident is required to contact the property manager in writing prior to the beginning of the month. The letter needs to state the nature of the problem, and when the rent payment can be made. If the payment needs to be spread over several payment periods, the letter should indicate this and state the amount of money that will be paid each time and the exact dates of those payments. If it is apparent that the resident is making a good faith effort to fulfill his/her obligations, the Property Manager will work closely with that individual, if necessary, referring him/her to counseling on financial matters. In certain instances, like these, at the Property Manager's discretion, partial payments can be accepted. This discretion is exercised in an extremely limited number of instances and through court ordered agreements.

If the rent is five (5) days late, a reminder notice is issued. If the rent is ten (10) days late, a legal notice to quit is issued, together with a letter to advise the resident of their right to a rent conference. When the rent conference letter and legal notice are issued Summary Process (eviction) begins. This process is not halted unless and until the resident has paid all the outstanding rent charges in full.

If a resident is in arrears (i.e., does not pay rent on time or according to a rent payment agreement) three times in a twelve-month period, or, if a resident receives two legal notices to quit in a twelve-month period, Management may refuse to accept the rent and may move to evict for cause and will do so unless there are extenuating circumstances.



Eviction action will be considered for residents who are chronically late in paying rent. Once an eviction action has been initiated, Management may accept monies from the resident, but only for "Use and Occupancy" and acceptance does not constitute payment under creation of new tenancy. A written notice so advising the resident will be sent by first class mail.

Each month, the Property Manager is required to provide a written report to the Central Office of Corcoran Management, that report is reviewed by the Regional Manager and the Assistant Controller for the property. The monthly Property Management Report provides information on vacancies, turnover activity, and status of all maintenance items (work orders, scheduled work, emergencies, and preventive maintenance). Also, monthly, the on-site management staff completes a collections reconciliation report which details payments, bank deposits and outstanding common area fees, tenant rent and subsidy amounts.

Recertification

Following applicable HUD regulations annual income, asset income, family composition, will be verified annually to be effective the month of initial occupancy. Recertification interviews will be held with each household in a location that insures privacy. All appropriate forms will be completed and filed with the residents' folders.

The Property Manager will make sure that all determinations of eligibility and certifications and recertification of incomes are performed in a timely manner. The Property Manager will be knowledgeable of (re) certification requirements, HUD requirements and is responsible to ensure that all staff working on (re) certifications is knowledgeable of the rules.

All applicable federal, state, and local requirements regarding income and family size and composition as they relate to unit size will be strictly adhered to.

All records will be available for inspection and audit as required by regulations governing eligibility, rent determination, certification, and recertification. Copies of all paperwork are retained in the appropriate individual resident folder on file at the Management Office.

Move Out Procedures (Move-in is detailed as part of the resident orientation)

After the first year of occupancy residents are required to provide Management with 30 days written notice prior to termination of their lease. Upon receiving notice, the Property Manager and/or his or her designee will inspect the unit to determine the condition and the extent of the work necessary upon turnover. When a security deposit has been paid by a resident, following the move-out and within 30 days, the former resident will receive his or her security deposit less any deductions for damage to the unit or rent due. The resident will also receive accrued interest on the security deposit at that time.



6. MAINTENANCE

Corcoran Management provides professional maintenance services to all its clients. As we serve a varied client base, the interests and goals of each client shape the operating policies for each property. Working to achieve these goals, Corcoran Management applies the highest professional standards, given the individual and varied needs of each community being served.

Corcoran Management delivers maintenance services to its properties through the clearly defined Yardi maintenance system. The system provides a comprehensive scope of online maintenance services. The Corcoran Management's Yardi system provides detailed instructions on all aspects of facilities' maintenance. Training is performed utilizing the Yardi Maintenance system and the online Operations Manual at least once per year for existing employees and during orientation for new employees.

The maintenance system is made up of several components that ensure deficiencies are corrected, preventive measures are taken, and improvements are pursued. In addition, the system is designed to guarantee prompt and efficient response to all resident maintenance requests.

Corcoran Management maintains a 24-hour response system, 365 days per year and is responsible for communicating major emergencies to the Owner immediately and in accordance with the Owner's emergency communication protocols. The protocol varies depending upon the client.

Deficiencies on the property are corrected through the MPI/Yardi work order procedure. The work order provides the maintenance staff with authorization to perform work on the property. Once a request for work has been entered into the computer, it is assigned a category. The category defines the priority of the work and dictates how and when it will be dispatched for completion. (i.e., Emergency, Routine Resident Request, Preventive Maintenance, etc.) Emergency work orders are responded to immediately and routine resident requests are responded to within the next business day. Categorizing the workload offers many benefits to the Owners and Corcoran Management by categorizing the workload, Corcoran Management can ensure that residents' maintenance issues are addressed promptly. In addition, the system allows for a continuous and accurate knowledge of the workload and what resources are available to meet the requirements of the workload.

The scheduled work order system also allows our regional managers to provide our clients with accurate information about the maintenance of the property. This helps in the development determination of staffing and budgeting needs and allows clients to participate in and understand the needs of their property.

Many preventive measures are required on a property to ensure that the quality features of the buildings and the apartments are maintained. The approach of Corcoran Management is to inspect and maintain apartments on an annual basis and building systems according to the



specific Preventive Maintenance Schedule that is uniquely designed for every property. A program is also established for janitorial and grounds work on every property.

Our properties are managed with an eye toward improvements, as this increases the value of the property and enhances the quality of life for the residents living in the development. Corcoran Management endorses a very specific plan and procedures for assessing the capital needs of every property, planning for the replacement of capital items, and contracting work.

Maintenance Program

The Maintenance Program is customized for each site to ensure the proper upkeep, conditions and quality of the buildings, grounds, building systems and common areas. Systems and procedures shall include:

- Work Order System
- Emergency Repairs and Response
- Scheduled Maintenance
- Quality Control
- Preventative Maintenance
 - Buildings
 - Building Systems
 - Grounds
 - Common Areas
 - Units
- Unit Turnover
- Building and Contracting
- Purchasing Guidelines
- Inventory Control
- Landscaping
- Snow Removal
- Capital Improvements
- Fire Safety
- Elevators

The components of the maintenance program are discussed and reviewed with the Owner to insure accurate and comprehensive procedures are developed.



Preventive Maintenance & Repair Program

A system of inspections designed to eliminate emergency and/or unplanned maintenance and to help minimize property losses is consistently implemented and called the Preventive Maintenance Program. The Preventive Maintenance Program generates a series of work orders that are incorporated into the regular flow of routine work orders of the maintenance delivery system.

The foundation of an effective preventive maintenance program is regular, repeated, and documented comprehensive inspections. The Property Manager performs the following inspections and generates the needed work orders.

Inspections:

- Weekly walk-through of all common areas, looking for significant immediate response required problems (i.e., trip hazards, safety issues, security concerns, etc.) The Regional Manager conducts these inspections monthly, and more frequently if necessary. Items found are documented and addressed immediately.
- Monthly inspection of all maintenance and equipment rooms, including laundry areas if present.
- Annual inspections of all building systems and all units.

Our system provides a written record of each inspection and resulting repair that can be tracked through our computerized and state-of-the-art maintenance delivery system.

Examples of items addressed through the Preventive Maintenance program include proper window/door and lock operation, proper smoke detection and carbon monoxide system operation, plumbing systems, appliance operation, etc.

7. FINANCIAL REPORTING PROCEDURES

The monthly financial reports are completed at our central office location. The reports are prepared by our accounting department, under the supervision of our Controller and Assistant Controller. The following is a listing of all the reports contained in the monthly report.

- Schedule of cash accounts;
- Schedule of all escrow accounts;
- Balance sheet;
- Comparative balance sheet;
- Accounts receivable summary;
- Detail and aged accounts receivable;
- Summary of accounts payable;



- Detail and aged accounts payable;
- Income and expense statement – actual to budget comparison;
Monthly basis;
Year-to-date basis;
(The above income statements are produced on an accrual basis with a cash flow conversion included. This information is provided in summary and detail format.
- Quarterly reports to various agencies and lenders, i.e. First Partners, Lend Lease, MHIC, MBHP, MassHousing, MMA and others.

Once completed, the reports are reviewed and analyzed by the Controller, Regional Manager and Principal-in-Charge. A narrative explaining major variances is prepared and accompanies the report to the client.

The monthly report process begins with the budget process. Budgets are prepared by the Regional Manager and Property Manager for each site and then reviewed by the Treasurer, Controller, and Principal-in-Charge. The budget report includes last year’s actual expenses, year-to-date and annualized expenses and the projected budget for the next fiscal year with a narrative explanation of many budget line items. The Regional Manager meets with the client to present the budget and answer any questions. The budgets are then broken out into the twelve-monthly budgets, weighted for the seasons and timing of payments. Each month this budget is then compared to actual expenses.

Properties are annually audited by an outside CPA firm. The audits are done in accordance with applicable regulations, most commonly Government Auditing Standards and Generally Accepted Accounting Standards. The accounting department prepares work papers in preparation of interim audits, year-end audits, and tax returns.

RESIDENT SERVICES

Resident Services at Waterfield Commons. are operated by Neighborhood of Affordable Housing.

COMMUNITY POLICING

Throughout our portfolio, MPI has developed strong relationships with the Local Police Departments and has leveraged support and assistance through Community Policing efforts. Working with law enforcement we have supported youth programs to build trust and improve relationships.

Through partnering with the Boston Area Police Department’s Community Service Division, MPI has been able to bring a variety of ancillary services to the community including, but not limited to assistance with transportation needs, hot meals during the holiday season and monthly food donations for residents. These services strengthen the community and the resolve of residents to take on the serious and pervasive issue of crime prevalent in emerging communities.





**Sample
TENANT SELECTION PLAN**

**Waterfield Commons
Winchester, MA**



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Waterfield Commons

TENANT SELECTION PLAN

INTRODUCTION

This Tenant Selection Plan (the “Plan”) for Waterfield Commons (the “Development”), a 54 unit multifamily housing development located at _____ Winchester, MA, has been prepared by _____ (the “Agent”), as the management agent for _____ (“the Owner”).

The Development is currently the recipient of rental housing subsidy under one or more subsidy program, and is subject to applicable laws, regulations and guidelines, as follows:
[check one or more as applicable]

Federal/State Housing Assistance Programs

_____ MRVP - Massachusetts Rental Voucher Program, authorized under Section 21 of Chapter 133 of the Acts of 1992 and regulations at 760 CMR 49.

_____ Project-Based (Section 8) Housing Choice Voucher Program

_____ Project-Based Section 8 – Moderate Rehabilitation Program

_____ Low Income Housing Tax Credits

(___ check here if tax credit attachment is included)

_____ HOME Investment Partnership Program

(___ check here if HOME attachment is included)

_____ Housing Stabilization Fund (HSF) Program

(___ check here if HSF attachment is included)



Housing Innovations Fund (HIF)

(check here if program specific attachment is included)

Unless otherwise specified by program type, the specific income qualification guidelines that will be used by the Agent in completing income certifications and determining eligibility for affordable housing units:

HUD Handbook 4350.3 REV-1 (Occupancy Requirements of Subsidized Multifamily Housing Programs)

Low Income Housing Tax Credits

Other: _____

(check here if program specific attachment is included)

The objective of the Plan is to consolidate relevant policies and procedures affecting the selection of tenants for affordable units, pursuant to applicable federal and state laws. The Plan sets out a procedure for processing and selecting applicants for affordable units, including the establishment of preferences and priorities, occupancy standards, rejection standards, reviews and appeals of rejection decisions, and notice requirements. The Plan may not, however, include all of the policies and procedures affecting the selection of tenants. The Agent is responsible for understanding and following all relevant requirements of the subsidy program applicable to the Development. Where, however, a specific subsidy program contains rules or regulations that conflict with the provisions herein, the program’s rules and regulations shall govern.

The Plan is designed to promote fairness and uniformity in the selection of tenants for affordable units, and to promote efficiency in the application process for affordable units. *Unless otherwise restricted by the subsidy program as set forth herein, the Plan is not applicable to the processing of applications or selection of tenants for non-subsidized (or “market”) units.* One of the principal elements of the Plan is that it allows the Agent to make a preliminary determination of eligibility based on the applicant’s self-certification of income and priority status. Initial acceptance of the applicant’s self-certification allows the Agent to focus on other administrative duties, rather than investing significant staff time in verifying such information at initial application and once again when the applicant is accepted from the waiting list. The election for preliminary determination of eligibility by the Agent should only be exercised if the anticipated waiting period for a unit offer exceeds ninety days. In most cases, the waiting period exceeds



ninety days, warranting the effort to save staff time by making a preliminary determination of eligibility.

ELEMENTS OF THE TENANT SELECTION PLAN

A. Right to Apply and Referrals from Public Housing Authorities

No person may be refused the right to apply for housing unless the Development’s waiting list is closed for a particular unit size or type,

In fulfilling its requirements to rent affordable units within the Development to low income persons or families, the Agent will accept referrals of tenants from the Public Housing Authority in the city or town in which the Development is located, and will not unreasonably refuse occupancy to any prospective tenants so referred who are otherwise determined to be eligible and suitable for tenancy under this Plan.

B. Statement of Non-discrimination

It is the policy of the Owner and Agent to promote equal opportunity and non-discrimination in compliance with, but not limited to, the federal and state constitutions and legislative enactments addressing discrimination in housing. These enactments include: The Fair Housing Amendments Act of 1988, 42 U.S.C.A. §§3601-3620, as modified by the Housing for Older Americans Act of 1995, 42 U.S.C.A §3607(b)(2)(C), Section 504 of the Rehabilitation Act of 1973, 29 U.S.C.A §794 *et seq.*, The Americans with Disabilities Act of 1990, 42 U.S.C.A. §§12101-12213, Title VI of the Civil Rights Act of 1964, 42 U.S.C.A §2000d, the Age Discrimination Act of 1975, 42 U.S.C.A. §§6101-6107, Executive Order 11,063, Chapter 151B of the Massachusetts General Laws, and the Massachusetts Equal Rights Law, M.G.L. c 93, §103. In furtherance of this policy:

In carrying out the Plan, the Agent shall not discriminate on the basis of race, color, religion, sex, national origin, genetic information, ancestry, sexual orientation, gender identity, age, familial status, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, or physical or mental disability or other basis prohibited by local, state or federal law in any aspect of tenant selection or matters related to continued occupancy. The Agent shall affirmatively market to minorities and persons with disabilities as specified in its Affirmative Fair Housing Marketing Plan (AFHMP) and/or HUD. The Agent shall not discriminate based on race, national origin or another protected characteristic resulting from consideration of an applicant’s limited ability to read, write, speak or understand English, or persons with



limited English proficiency (“LEP”), either through the use of language-related criteria, or through a failure to provide housing-related language assistance services to persons with LEP as required pursuant to Section K of this Plan.

All affordable units available for rent at the Development must be listed with (i) the Massachusetts Accessible Housing Registry (MassAccess) (see <http://www.massaccesshousingregistry.org>) and (ii), if the development is located within Boston Metropolitan Statistical Area, the Boston Fair Housing Commission’s Metrolist (Metropolitan Housing Opportunity Clearing House) (tel. 617-635-3321).

Applicants with Disabilities and Reasonable Accommodations: The Agent shall make reasonable accommodations in policies or reasonable modifications of common areas or unit premises for all applicants with disabilities (as defined in the above listed Acts or any subsequent legislation) who require such changes to have equal access to any aspect of the application process or to the Development and its programs and services. The Agent shall, for example, arrange for sign language interpreters or other communication aides for interviews during the application process.

Appointments for an application or for reasonable accommodations, including materials in alternate formats, may be made by contacting the site office:

SITE Corcoran Management
ADDRESS
PHONE
TDD US Relay 711
FAX
EMAIL

C. Eligibility and Selection Criteria

1. Eligibility for Tenancy. To be considered for selection, applicants must submit a completed application and relevant consent forms. To determine



threshold eligibility, the application may be accepted by a self-certifying statement. Third party verification shall not be required until final screening for occupancy. The Agent must verify the information needed to determine an applicant's eligibility within 90 days prior to the Agent's approval of the tenancy.

Note: Eligibility does not constitute acceptance and further screening is required to determine an applicant's ability to maintain a successful tenancy.

Eligibility shall be determined on the following basis:

- (a) **Project-Specific Requirements.** Units designated within the Development for occupancy by a special population, such as elderly or disabled, may only be occupied by those households meeting the criteria for such designations. The number of designated units and the terms of their designation is set forth in Attachment 1 (Eligibility Criteria and Occupancy Standards).

- (b) **Subsidy Program Requirements.** Units within the Development receiving federal or state housing subsidies may only be occupied by those households meeting the criteria of the subsidizing program as set forth in Attachment 1 (Eligibility Requirements and Occupancy Standards). Requirements may include:
 - (i) **Maximum Income.** Household annual income must not exceed current income limits for the program to which application is made. Annual income may be below program limits but not so low as to make payment of basic rent obligations impractical. However, a household does not need to have income to be eligible for assisted housing programs that provide assistance to meet basic rent obligations through an assistance contract (i.e. Section 8, MRVP).

 - (ii) **Household Characteristics.** Household characteristics, such as the number, age, relationship and gender of family members, must be appropriate to the size of the unit and adaptations made therein, pursuant to the subsidy program guidelines.



2. Screening for Suitability. In selecting tenants under the Plan, the Agent shall consider the essential requirements of tenancy and determine whether an applicant should be rejected for failing to meet such requirements. Rejection of an applicant is appropriate where the Agent has a reasonable basis to believe that the applicant cannot meet the essential requirements of tenancy, which may be summarized as:

- (a) to pay rent and other charges under the lease in a timely manner.
- (b) to care for and avoid damaging the unit and common areas, to use facilities and equipment in a reasonable way, and to not create health or safety hazards.
- (c) not to interfere with the rights and enjoyment of others and not to damage the property of others.
- (d) not to engage in any activity that threatens the health, safety or right to peaceful enjoyment of other residents or staff, not to engage in activity on or near the premises that involves illegal use of controlled substances or weapons, and not to engage in any criminal activity on or off the premises that would be detrimental to the housing should it occur on the premises; and
- (e) to comply with necessary and reasonable rules and program requirements of the housing provider.

Exhibit 2 Tenant Selection Regulations lists circumstances which create the presumption that an applicant is not suitable for tenancy. Exhibit 2 is Attachment 2 to the Plan, and is the criteria by which applicants shall be screened (the “Screening Criteria”). Under the circumstances identified therein, there is a reasonable risk that the applicant shall not be able to meet the essential requirements of tenancy.

The Agent shall apply the Screening Criteria uniformly to all applicants to prevent discrimination and avoid fair housing violations. The costs of screening shall not be charged to the applicant, but shall be borne by the Development as an operating expense, unless otherwise permitted by the subsidy program.



The application of Screening Criteria, and the use of criminal history in determining an applicant's ability to meet the essential requirements of tenancy under the Screening Criteria, shall be subject to standards set forth in the HUD Office of General Counsel Guidance on Application of Fair Housing Act Standards to the Use of Criminal Records by Providers of Housing and Real Estate-Related Transactions dated April 4, 2016, as such standards may be updated, revised, supplemented or replaced. Pursuant to such Guidance, the Agent may not reject an applicant for failure to meet the requirements of tenancy under the Screening Criteria solely because of one or more prior arrests (without any conviction), since the fact of the arrest is not proof of past unlawful conduct and does not establish that criminal conduct occurred. A record of arrest may trigger an investigation by the owner or agent into whether disqualifying conduct occurred. Police reports detailing the circumstances of the arrest, witness statements, conviction records and other relevant documentation may be utilized to make such a determination.

In carrying out the selection of tenants under the Plan, and in a manner consistent with the aforementioned Guidance with respect to the use of criminal history, the Agent must consider mitigating factors that rebut the presumption that an applicant shall be unable to meet the requirements of tenancy. Mitigating factors may include a showing of rehabilitation or rehabilitating efforts and must be balanced against the potentially disqualifying behavior or circumstances. In considering both the disqualifying behavior and mitigating factors, the Agent shall determine if there is a reasonable risk that the applicant shall be unable to meet the essential requirements of tenancy. Among the factors that should be considered are:

- the severity of the potentially disqualifying conduct;
- the amount of time that has elapsed since the occurrence of such conduct;
- the degree of danger, if any, to the health, safety and security of others or to the security of the property of others or to the physical conditions of the Development and its common areas if the conduct recurred;
- the disruption, inconvenience, or financial impact that recurrence would cause the housing provider; and
- the likelihood that the applicant's behavior will be substantially improved in the future.

In general, the greater degree of danger to the health, safety and security of others or to the security of property of others or the physical condition of the housing,



the greater must be the strength of showing that a recurrence of the behavior which led to an initial determination that the applicant would not be able to meet the essential requirements of tenancy will not occur in the future.

NOTE – Federally Assisted Housing and Developments Receiving Federal Housing Assistance (i.e. programs listed in 42 U.S.C. 14043e-11(a)(3), including Low Income Housing Tax Credits): Pursuant to the Violence Against Women Reauthorization Act of 2013 (42 U.S.C. 14043e-11) and regulations promulgated in accordance therewith at 24 CFR Part 5, Subpart L, admission to the development shall not be denied on the basis that the applicant or household member is or has been a victim of domestic violence, dating violence, sexual assault or stalking, as defined in the aforementioned regulations, if the applicant or household member otherwise qualifies for admission.

3. Screening Procedures. To obtain information about an applicant’s ability to meet the essential requirements of tenancy under the Screening Criteria, the Agent shall secure background information as follows:
 - (a) Record of Prior Criminal History. In gathering such record of prior criminal history, the Agent or its agent(s) may obtain Criminal Offender Record Information (CORI) reports as part of the tenant selection process, but access and use of the CORI reports are subject to the provisions of 803 CMR 2.00 et seq. The Agent or its agent(s) should ensure that none of the information obtained is collected or disseminated in violation of state or federal law. In addition to screening adult members of the applicant’s household, it is recommended that criminal background screening include juvenile members of the applicant’s household, to the extent allowed by state law. Criminal background screening should include information from every state where the applicant or any household member has been a resident.
 - (b) Sex Offender Registration Status (**may be gathered at the option of the Owner and Agent**). The Agent or its agent(s) may obtain information necessary to determine if the applicant or any household member is subject to registration with the Massachusetts Sex Offender Registry Board, pursuant to M.G.L. c. 6 Section 178C et seq., or a lifetime registration requirement under any state sex offender registration program. (See Attachment 2A) The Agent or its agent(s) should check each state in



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which the applicant or any household members have resided, and may verify the information provided by the applicant by searching the Dru Sjodin National Sex Offender Database (located at <http://www.nsopw.gov>) as recommended and in the manner set forth in HUD Notice H 2009-11.

- (c) Verification of Citizenship/Immigration status (**Required only as otherwise necessary to comply with subsidy program requirements**, if applicable).
- (d) References from landlords in the last five years or from the last two successive tenancies, whichever is more inclusive.
- (e) Credit references furnished by a credit bureau. Information to be considered should not be more than five years old.
- (f) Personal references provided by the applicant.
- (g) Visits to the applicant's current residence to assess housekeeping habits if such visits are required in connection with all applicants for housing, except that the Agent may elect not to visit an applicant's current residence if such residence is more than thirty (30) miles from the Development. For the purposes of this subsection, an applicant's current residence shall not include a medical treatment facility or rehabilitation facility.
- (h) Verification of income either from a present employer, appropriate agency, financial institution or other appropriate party.
- (i) Verification of a disability to determine whether a family or person meets the definition of disability used to determine eligibility for occupancy at the Development or for preferences, or to identify applicant needs for features of accessible units or reasonable accommodations. The Agent may not specifically ask for or verify the nature and extent of the disability. There are ways to verify disability status without obtaining detailed information or information that must not be collected.

Verification of disability may be obtained through a third-party verification form sent by the Agent to an appropriate source of



information, including but not limited to the individual's physician, care worker of the elderly, social worker, psychiatrist, or the Veterans Administration. If a third-party form is used, it must be signed by the Applicant authorizing the release of such information to the Agent. The form should provide the definitions of disability used to determine eligibility and rent, and should request that the source completing the form identify whether the Applicant meets the definition. In this way the Agent is not required to make any judgments about whether a condition is considered a disability, and shall not have prohibited information.

If an applicant claims past tenancy-related problems were the result of a disability and some condition has changed making such behavior unlikely to recur, the Agent shall consider evidence supporting such claims. All applicants are responsible for providing verification for such claims. In instances where the applicant claims some services or treatment shall be available to enable the applicant to correct the problem behavior, the Agent shall require verification that such services are available and that the applicant is likely to continue to use such services or treatment.

4. Mitigating Circumstances. Mitigating circumstances shall be verified. The individual performing the verification must corroborate the reason given by the applicant for unacceptable tenancy-related behavior and indicate the good prospect for lease compliance in the future because the reason for the unacceptable behavior is either no longer in effect or is otherwise controlled.
 - (a) Alcohol or Substance Abuse. Where an applicant claims that prior unacceptable tenancy-related behavior resulted from alcohol abuse or use of illegal drugs, acceptable verification of mitigating circumstances would have to establish that:
 - (As applicable) There is no current illegal use, which includes activity within the last year, of controlled substances. If such use is documented, applicant must present evidence that such use has stopped and is unlikely to recur.
 - (As applicable) There is no current abuse of alcohol, which includes abuse within the last year, and abuse is unlikely to recur.



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- During the period for which the applicant has claimed no current use, the applicant's behavior as a tenant must have been acceptable.

In any case of confirmed, continued, unacceptable tenancy-related behavior, despite the cessation of drugs or alcohol use, an applicant may be rejected.

- (b) Credit. An Agent may consider an applicant's credit history, but such information may ONLY be used in lieu of rental history to determine an applicant's ability to pay rent when rental history is not available. Where bad credit is the basis for rejection, mitigating circumstances may include:
- (i) a representative payer or other reliable third party who would take written responsibility for payment;
 - (ii) evidence that such poor credit was the result of a disability that is now under control; or
 - (iii) evidence that credit problems were the result of other circumstances that no longer exist and there is reason to believe that applicant will now pay rent promptly and in full.

An applicant's ability and willingness to pay rent must be demonstrated through an identifiable source of sufficient income to pay rent and prior rental history. The lack of credit history, as opposed to poor credit history, is not sufficient justification to reject an applicant. An Agent must also take into account rent burden if an applicant can demonstrate a history of satisfying a higher rent burden than the Agent normally employs. (See Rejection Standards)

The Agent shall have the right to request information reasonably needed to verify the mitigating circumstances, even if such information is of a confidential nature (e.g. verifications from medical professionals that provide confidential information.). If the applicant refuses to provide or give access to such further information the Agent may choose not to give further consideration to the mitigating circumstance.

5. Prohibited Screening Criteria. The Agent may not screen applicants for eligibility on the basis of the following:



- (a) Physical Examinations. The Agent shall not require physical examinations or medical testing as a condition of admission.
- (b) Meals and Other Services. The Agent shall not require tenants to participate in a meals program that has not been approved by owner.
- (c) Donations or Contributions. The Agent shall not require a donation, contribution or membership fee as a condition of admission, except that cooperative housing projects may charge a membership fee. Owners may not require any payments not provided in the lease.
- (d) Disability Status. Except as provided in section C3(i) above, it is unlawful to make an inquiry to determine if an applicant for a dwelling unit, a person intending to reside in that dwelling unit after it is rented or made available, or any persons associated with the applicant, has a disability or handicap, or to make inquiry as to the nature or severity of an identified disability or handicap.

D. Application to Housing

- 1. Application Forms. Application forms (See Attachment 3) shall be distributed and accepted in the manner(s) indicated below:

- In Person when current waitlists are exhausted
- By Mail when current waitlists are exhausted
- By Fax
- By Electronic Submission

NOTE: The electronic transmittal and receipt of applications shall be subject to any applicable federal and state requirements concerning secure data transmission. If applications are accepted electronically, they must be printed and received in accordance with Section D2(a) below.

Notwithstanding anything to the contrary set forth herein, advertising and outreach efforts shall identify locations where the application can be obtained. Applications shall be available at wheelchair accessible locations, which must also be public unless otherwise approved, including one that has some night hours; usually, a public library will meet this need. The advertisements and other



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marketing materials shall include a telephone number, as well as the TTY/TTD telephone number, that persons can call to request an application by mail. Advertisements and other marketing materials shall not indicate that applicants must appear in person in order to receive or submit applications or that they will be have an advantage over applicants who do not appear in person.

Not less than two (2) applications shall be provided by mail at no cost upon request by an applicant. To the extent practicable, applications shall be made available online, and shall be provided to applicants by other methods (i.e. fax, email) upon request. Applications and other vital documents shall be made available in multiple languages in accordance with the housing provider's language access plan.

Every application must be completed and signed by the head of the household.

The application form shall at a minimum request the information contained in the sample application form in Attachment 3 and shall:

- solicit all the necessary information to determine program and project eligibility.
- provide the opportunity to state the need or desire for an accessible unit.
- provide notice of the right to a reasonable accommodation of a disability.
- include the Equal Opportunity logo and slogan, as well as the Accessibility logo, if required.
- include the non-discrimination statement.
- provide the opportunity to indicate eligibility for a preference; and
- include a notice that the Agent shall communicate with the applicant in the manner or format requested by the applicant if necessary, because of a disability.

All members of the household must be listed on the application form. In addition to the application form, the Agent shall also obtain the Applicant's consent to obtain third-party verifications or references. Household members 18 years or older, including any personal care attendant (PCA), must sign a release to conduct criminal and landlord history references. In the case of applications for units participating in state subsidy programs, all adult household members must sign the Consent for Release of Information as presented in Attachment 4.



Note: Credit information for PCAs is not required since their income is not included in the household income calculation. A PCA is defined as a person who resides with a household member with a disability and who (a) provides necessary assistance in activities of daily living to such household member insofar as he or she requires such assistance on account of his or her disability; (b) is not obligated for support of the disabled household member; (c) would not be residing in the unit except to provide such necessary assistance to the household member; and (d) would otherwise move out of the unit upon termination of his or her employment as a personal care attendant or termination of the lease by the disabled client, whichever comes first.

Failure to respond within 10 days to the Agent's requests for documentation or information to process the application shall result in rejection of the application. The Agent may make exceptions to the procedures described herein to take into account circumstances beyond the applicant's control, including medical problems or extreme weather conditions.

The Agent shall offer assistance to the applicant in completing the application, explain the tenant selection process, define preferences, and explain the verification process with respect to preferences.

It is the policy of the Agent to guard the privacy of individuals in accordance with the Federal Privacy Act of 1974 and the Massachusetts Privacy Act, and to ensure the protection of records maintained by the property concerning the applicants or tenants.

The Agent shall not disclose any personal information contained in its records to any persons or agencies other than authorized government agencies unless the individual about whom information is requested has given written consent to such disclosure, or unless disclosure is otherwise in accordance with provisions of the state or federal privacy acts.

This privacy policy in no way limits the Agent's ability to collect such information as it may need to determine eligibility, compute rent, determine an applicant's suitability for tenancy, or to gather information to process reasonable accommodations requests under Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act, the Fair Housing Act, and state law.



The above policies in no way limit the right or duty of the Agent to make abuse, neglect or other protective service or emergency reports. Additionally, such policies do not forbid management from sharing information in the public domain with relevant service or government agencies.

2. Processing of Applications. In general, applications shall be processed in accordance with the following steps:
 - (a) **Receiving and Recording** – Upon receipt of an application to housing, the Agent shall indicate on the application the date and time received, either by using a date and time stamp, or by writing and initialing the date and time received.
 - (b) **Review for completeness** - Applications shall first be reviewed for completeness. Incomplete applications shall be rejected and returned to the applicant. Applications shall not be evaluated until all of the required information has been provided.
 - (c) **Determination of program eligibility** - Completed applications shall be reviewed for income eligibility and compliance with any categorical eligibility requirements for the program, such as age or disability. Applicants determined to be ineligible shall be rejected in accordance with procedures outlined herein. When there are more applicants on the waiting list than units currently available, and the anticipated duration of the waiting list exceeds ninety days, the Agent shall make a preliminary determination of eligibility, based on the applicant’s self-certified statement as to his or her income, assets, age, disability status, and preference or priority status. Applicant shall be notified of the status of his/her application in accordance with procedures outlined herein.
 - (d) **Waiting list placement** - Once a fully completed application is determined to meet income eligibility requirements and the household composition is determined appropriate for a unit at the Development, the applicant shall be placed on the appropriate waiting list(s). Assignment to a position on the waiting list shall be based on the preliminary determination, and shall be formally verified as the applicant’s name advances on the waiting list. However, if the anticipated duration on the waiting list is less than 90 days, formal verification shall be required



immediately. The applicant shall be placed on the waiting list, by date of receipt of the completed application within the correct income category and then within the correct preference category as applicable. Applicants eligible for handicapped accessible units must be placed on lists for both accessible and standard units.

NOTE: To prevent a disparate impact or discriminatory effect on non-local residents of protected classes, if the Development has adopted a Local (Resident) Preference as specified in Section E.2 below, applicants may not be admitted or added to a waiting list for the duration of the Preference EXCEPT through the use of a lottery process described in Section F below or as otherwise permitted by governing agencies. .

(e) **Formal verification** – If, subsequent to the preliminary determination of eligibility, the Agent determines that the formal verification of income, assets, or claimed priority status differs from the applicant’s self-certification, the applicant may be:

- (i) reassigned to another waiting list (i.e. smaller or larger bedroom size);
- (ii) reassigned to a different preference status; or
- (iii) determined ineligible.

3. **Notification of Decision on Application.** The Agent shall send a written response (See Attachment 5) to the applicant advising such applicant of the status of the application. The response shall be mailed not more than thirty days from the date of receipt of the application. Alternate formats for responding to an applicant with a disability shall be provided upon applicant’s request. If the Agent has not made a determination to reject the applicant, the written response shall include the status of the application with respect to:

- result of the preliminary determination of eligibility;
- position on the waiting list;
- estimate of the time it may take before the applicant will be offered assistance;
- notice that the applicant is responsible for reporting changes in address, phone number, and preference status;



- where applicable, the applicant’s qualification for a preference(s) for admission; and
 - a statement that the applicant has the right to meet with the Agent to discuss the determination made with respect to the application.
4. Provisions Relating to Rejection of an Application. If the applicant is not accepted, or is not placed on the waiting list for admission, the Agent shall follow the procedures outlined in section 3 above, and shall include the following in its written response (See Attachments 6 and 6A) to the applicant:
- the reason(s) for the rejection;
 - notice that the applicant or his or her representative, prior to or at the conference with the Agent, has the right to inspect the documentation on the basis of which the rejection was made and any other documentation pertinent to the applicant’s eligibility, suitability, qualification or entitlement to priority or preference status. The Agent shall make reasonable arrangements for photocopying any such documentation as the applicant may specify with sufficient advance notice, except that in the case of a credit report, the applicant shall obtain the report from the credit reporting agency;
 - notice that the applicant has five business days to request a conference with the Agent to contest the rejection; and
 - notice that the applicant has the right to request a reasonable accommodation if the applicant believes that, with such an accommodation, the applicant would be suitable for admission and that the applicant was rejected for a reason arising from the applicant’s disability.

E. Preferences, Priorities and Targeting

This Section describes the preferences, priorities, and targeting that shall be applied in the selection of residents under the Plan. Applicants with preferences are selected from the waiting list and receive an opportunity for an available unit earlier than those who do not have a preference. Preferences affect only the order of applicants on the waiting list. They do not make anyone eligible who was not otherwise eligible, and they do not change the Agent’s right to apply or modify the tenant selection criteria found elsewhere in this plan.

As required in Section D above, the Agent shall inform each applicant about available preferences, and provide an opportunity for each applicant to show that they qualify for available preferences.



1. Required Preferences. The Agent shall apply preferences in determining the placement of an applicant on the waiting list. In applying such preferences, the Agent shall use the following priority categories in descending order and shall document the sources of information obtained to verify qualification for preferences:

- (a) 1st Priority - Homelessness due to Displacement by Natural Forces: An applicant, otherwise eligible and qualified, who has been displaced by:
 - (i) fire not due to the negligence or intentional act of applicant or a household member.
 - (ii) earthquake, flood or other natural cause; or
 - (iii) a disaster declared or otherwise formally recognized under disaster relief laws.

- (b) 2nd Priority - Homelessness due to Displacement by Public Action (Urban Renewal): An applicant, otherwise eligible and qualified, who will be displaced within 90 days, or has been displaced within the three years prior to application, by:
 - (i) any low rent housing project as defined in M.G. L. c. 121B, § 1, or
 - (ii) a public slum clearance or urban renewal project initiated after January 1, 1947, or
 - (iii) other public improvement.

- (c) 3rd Priority - Homelessness due to Displacement by Public Action (Sanitary Code Violations): An applicant, otherwise eligible and qualified, who is being displaced, or has been displaced within 90 days prior to application, by enforcement of minimum standards of fitness for human habitation established by the State Sanitary Code or local ordinances, provided that:
 - (i) neither the applicant nor a household member has caused or substantially contributed to the cause of enforcement proceedings; and
 - (ii) the applicant has pursued available ways to remedy the situation by seeking assistance through the courts or appropriate administrative or enforcement agencies.



Note: For purposes of this subsection, “enforcement” is interpreted as a formal condemnation of the apartment. Citation for code violations does not, without more, constitute a condemnation.

- (d) 4th Priority – Involuntary Displacement by Domestic Violence: “Domestic Violence” as defined in M.G.L. c. 209A means actual or threatened physical violence directed against one or more members of the applicant’s family by a spouse or other member of the applicant’s household. An applicant is involuntarily displaced by domestic violence if:
- (i) The applicant has vacated a housing unit because of domestic violence; or
 - (ii) The applicant lives in a housing unit with a person who engages in domestic violence.

If the applicant is still living in the housing unit with a person who engages in domestic violence at the time of selection, the violence must have occurred within six months or be of a continuing nature.

Priority for Involuntary Displacement by Domestic Violence applies only to households with one or more children under the age of 18.

Note: The Larger Household Preference, as required by DHCD Guidelines for inclusion of affordable housing units in the Subsidized Housing Inventory (SHI), is omitted here from the list of required preferences. This is to avoid unnecessary confusion because, with the application of the owner’s Occupancy Standards set forth in Exhibit 1, units will be sized to applicant households in such a manner that all households eligible to occupy a particular unit size will be of the highest preference category specified by DHCD in the Guidelines, thereby eliminating the need for such a preference.

2. Additional Optional Owner Preferences (as allowed under applicable program rules). If specified below, the Agent shall apply Additional Optional Owner Preferences in determining the order of an applicant’s placement on the waiting list as may be allowed under applicable program rules. Unless otherwise indicated below, such preferences are subordinate to the required preferences set forth elsewhere in this section (Section E) and shall be applied in descending order as set forth below.



CHECK AS APPLICABLE:

For applicants who seek relocation to avoid, remedy or address the harassment of a resident based on protected status, or the emergency transfer of a resident due to domestic violence, dating violence, sexual assault or stalking provided such applicants are [check as appropriate]:

current residents of housing affiliated with Neighborhood of Affordable Housing.

current residents of housing owned and operated by affiliates of the Owner and under control of the Agent;

n/a – no limitation.

Documentation/Sources of Information required to Verify Qualification for Preference: The Agent shall obtain from the applicant such documentation as specified in 24 CFR 5.2007(b)(i).

Local (Resident) Preference

Current residents: A household in which one or more members is living in the city or town in which the Development is located (the “Municipality”) at the time of application. Documentation of residency should be provided, such as rent receipts, utility bills, street listing or voter registration listing.

Municipal Employees: Employees of the Municipality, such as teachers, janitors, firefighters, police officers, librarians or town hall employees, and including persons hired but not yet employed by the Municipality.

Employees of Local Businesses: Employees of businesses located in the Municipality, including persons hired but not yet employed by businesses located in the Municipality, or persons who expect to live in the Municipality as the result of a bona fide offer to work in the Municipality.



Households with children attending the Municipality’s schools, such as METCO students.

Other: _____

Other (specify term)

NOTE: Local (Resident) Preferences are subject to DHCD Guidelines, and may require approval by DHCD and the Municipality approval. Residency preferences for HUD assisted housing developments may also subject to HUD review and approval depending on program requirements. These required approvals (identified below) must be obtained by the Owner or Agent prior to adoption of a residency preference under this Plan. All preferences must comply with non-discrimination, equal opportunity, and Fair Housing requirements, and the Development’s Affirmative Fair Marketing Plan must demonstrate what efforts will be taken to prevent a disparate impact or discriminatory effect on non-local residents of protected classes. Specifically, to prevent such disparate impact or discriminatory effect, if the Development adopts a Local (Resident) Preference, applicants may not be admitted or added to a waiting list for the duration of the Preference EXCEPT through the use of a lottery process described in Section F below or as otherwise permitted

Approval for Local (Resident) Preference: N/A

Homeless (general, not otherwise covered by homeless preferences above)

3. Housing for Older Persons

If specified below, the Development has been established as housing intended for older persons, and for which tenant selection and occupancy shall be restricted as permitted under exemptions provided under the Fair Housing Act, as amended (46 U.S.C. 3601 et seq.), and regulations promulgated thereto (24 CFR Part 100, Subpart E).



- (a) Housing provided under Federal or State Program specifically designed and operated to assist elderly persons (*see* 24 CFR 100.302).

Specify Program and Restriction(s): _____

- (b) 62 years of age and over - housing intended for, and solely occupied by, persons 62 years of age or older (*see* 24 CFR 100.303). If this designation is checked, the only persons eligible for occupancy of units in the Development are persons 62 years of age or older.

- (c) 55 years of age and over – housing intended and operated for persons 55 years of age or older (*see* 24 CFR 100.304 et seq.). If this designation is checked, at least 80 percent of occupied units must be occupied units must be occupied by one person 55 years of age or older.

Pursuant to 24 CFR 100.306, in order for the Development to qualify as housing designed for persons 55 years of age or older, the Owner and/or Agent must publish and adhere to policies and procedures (**copies of which are attached**) that demonstrate its intent to operate as housing for persons 55 years of age or older.

Pursuant to above policies and procedures, the Development will maintain its designation as a “55 years of age and older” development through limits on tenant selection and eligibility, as follows:

- All applicants for occupancy in the Development must be 55 years of age or older.
- At least one person in each applicant household for occupancy in the Development must be 55 years of age or older.



- [] Other [see attached policies and procedures specifying how minimum occupancy requirement will be maintained]

G. Waiting Lists

The Agent shall establish and administer its Waiting Lists in accordance with the following policies.

1. Waiting lists shall be maintained in either a bound ledger or on a computer report. A printed copy of the waiting list shall be prepared, prior to the annual update, and maintained for three years.
2. Waiting lists must include the following data taken from the application:
 - (a) Date and time the applicant submitted the application;
 - (b) Name of the head of household;
 - (c) Annual income level (used to estimate levels for income-targeting i.e. extremely low-income, very low-income, low-income and moderate income);
 - (d) Identification of the need for an accessible unit, including the need for accessible feature i.e. visually or hearing impaired;
 - (e) Preference status; and
 - (f) Unit size.
3. Waiting lists shall be organized by type of unit (subsidy, physically adapted unit, etc.). A separate list is required for every type of unit. "Type of unit" is defined in several ways, including:
 - (a) the number of bedrooms, as well as the number of bathrooms, or ancillary rooms, such as a den or dining room.
 - (b) the building structure, such as a townhouse versus a garden-style unit.
 - (c) the physical characteristics of the unit, such as accessible features.
 - (d) the type of subsidy attached to the unit, such as project-based subsidy.



- (e) the distinction between subsidy types such as interest subsidy (basic rent units) and deep subsidy (low rent units); and
 - (f) units which are intended for occupancy by elderly persons.
4. Each applicant must be placed on the appropriate waiting list(s) chronologically according to the date and time of the completed application within the applicable preference categories. Non-preference applicants shall be placed on the waiting list per the date and time of the completed application.

NOTE: To prevent a disparate impact or discriminatory effect on non-local residents of protected classes, if the Development has adopted a Local (Resident) Preference as specified in Section E.3 below, applicants may not be added to a waiting list for the duration of the Preference EXCEPT through the use of a lottery process described in Section F above or as otherwise permitted.

5. If an applicant is eligible for tenancy, but no appropriately sized unit is available, the Agent shall place the family on a waiting list. Households that are eligible for more than one size of unit (by bedroom size) may choose to be placed on multiple waiting lists, as appropriate, and the Agent shall respect the bedroom size option chosen by the applicant unless such choice violates the state sanitary code, other applicable laws, or the Development's Occupancy Policy. Persons using a wheelchair or requiring similar accommodations may apply for a standard unit, as well as an accessible unit, in their discretion.
6. The Agent's records shall indicate the date the applicant is placed on the waiting list. Whenever a change is made in the waiting list, an action is taken, or an activity specific to an applicant occurs, a notation must be made on the waiting list. In instances where the applicant asks to be passed over until the next vacancy (for non-medical reasons), the Agent may allow applicant to retain his position on the waiting list. However, an applicant's failure to accept the next available vacancy shall result in the applicant being placed on the waiting list as if the application had been received on the date of the second refusal.
7. The Agent should contact applicants in writing annually or semi-annually to verify continued interest in remaining on the Development's waiting list. The Agent may require interested applicants to contact the Development in order to remain on the waiting list, and may remove from the waiting list those applicants who do not respond within thirty (30) days. A model letter to verify continued



interest in remaining on the waiting list is attached to the Plan as Attachment 7 (Annual Waiting List Update).

8. The waiting list may be closed for a specific unit size or type if the projected turnover rate indicates that an applicant would be unable to obtain a unit within one year. The Agent shall post a notice within the management office that indicates: (a) the date the list will be closing and (b) Agent's telephone number, fax number and TDD number for verification. Notice must be in 14 point (or larger) print and in an accessible location(s). The Agent shall further publish a notice in a publication likely to be read by potential applicants stating that the Development will no longer accept applications and the reasons therefore.
9. When an applicant pool is not large enough to warrant the closure of the waiting list for one or more unit types, the list(s) shall be re-opened as necessary to obtain additional applicants for those unit types. Applications received following the reopening of a waiting list shall be processed and added to the waiting list on a random basis as determined by lottery or other random selection procedure. Such lottery or procedure (including the use of an extended application period) shall be conducted in accordance with the DHCD Affirmative Fair Housing Marketing and Resident Selection Plan Guidelines, and/or by any applicable state and federal guidelines for the administration of lotteries for multifamily affordable rental housing units, subject to applicable Fair Housing requirements, and procedures developed by the Agent. Notwithstanding the foregoing, the use of a lottery or random selection procedure for placement of applicants may be waived if determined, in advance, to be unduly burdensome or impracticable. A public notice announcing the reopening of the waiting list and acceptance of applications shall be placed in area publications and as otherwise required by the Development's Affirmative Fair Marketing Plan, and, unless waived should indicate the application deadline and selection by lottery or other random selection procedure. Thereafter, and unless and until the waiting list is closed, subsequent applications shall be accepted and added to the waiting list on a chronological basis as otherwise provided herein.
10. Waiting lists shall be updated every twelve months.

NOTE: Prior to removing an applicant's name from the waiting list, the Agent shall send written notice of the action, or notice in requested alternate format, to the applicant, at the applicant's address of record, or to any person designated by the applicant to receive a copy of such notices as a form of reasonable



accommodation. A copy of the standard notice of removal is attached to the Plan. (See Attachment 8)

11. The status of waiting lists (i.e. whether open or closed) shall be reported, upon change but not less frequently than once every twelve months, to (i) the Massachusetts Accessible Housing Registry (MassAccess) (see <http://www.massaccesshousingregistry.org>) and (ii), if the development is located within Boston Metropolitan Statistical Area, to the Boston Fair Housing Commission's Metrolist (Metropolitan Housing Opportunity Clearing House) (tel. 617-635-3321).

H. Vacancies

1. Notice of Vacancies

Vacancies in any unit covered by this Plan must be reported immediately upon turnover (regardless of whether the unit will be leased to a qualified applicant on the waiting list) to (i) the Massachusetts Accessible Housing Registry (MassAccess) (see <http://www.massaccesshousingregistry.org>) and (ii), if the development is located within Boston Metropolitan Statistical Area, to the Boston Fair Housing Commission's Metrolist (Metropolitan Housing Opportunity Clearing House) (tel. 617-635-3321).

2. Transfer of Existing Residents

In filling vacant units, the Agent shall first offer current residents the option to relocate to another unit in the Development, provided such residents meet one of the following transfer conditions:

Size of Family or Special Condition.

- Residents are housed in over-crowded conditions and have requested a larger unit appropriate for their household size;
- Residents are housed in units providing a greater number of bedrooms than warranted for their household size (such transfers are not volitional, and refusal to relocate by the household shall result in termination from the subsidy program upon thirty days' notice).



EXHIBIT J

- Residents who require the features of an accessible unit, or require the features of another unit as necessary to provide a reasonable accommodation, provided that verification of the need has been made by the Agent;
- Residents who occupy, but do not need the features, of an accessible unit if another resident or applicant needs an accessible unit (such transfers are not volitional, and refusal to relocate by the household shall result in termination from the subsidy program upon thirty days' notice); and
- Residents who are victims of harassment based on protected status, those in need of an emergency transfer due to domestic violence, dating violence, sexual assault or stalking.

Economic Circumstances. Residents who are paying more than fifty percent (50%) of their monthly income for the cost of rent and utilities.

Owner Optional Preferences – Transfers of Existing Residents.

The Agent shall maintain a formal waiting list for current residents seeking to relocate to other units pursuant to these conditions. When a vacancy occurs, the Agent shall determine if a transfer is warranted from the internal waiting list before proceeding to the external waiting list to select an applicant for the vacant unit.

Priority in transfers of existing residents shall be given, in the order specified below, to:

- (a) residents requesting a transfer due to a reasonable accommodation request for a specific unit type; and
- (b) residents who are victims of harassment based on protected status, and those in need of an emergency transfer due to domestic violence, dating violence, sexual assault or stalking.

Notwithstanding anything to the contrary set forth herein:

Applicants who are eligible for an Additional Optional Owner Preference under Section E.2 based upon relocation to avoid, remedy or address the harassment of a resident based on protected status, or the emergency transfer of a resident due to domestic violence, dating violence, sexual assault or stalking will be given priority for the specific unit type requested over anyone



on the internal transfer list (except transfers relating to reasonable accommodation), subject at all times to the availability of, and qualification for, occupancy at comparable level of support under the same or similar housing subsidy program.

NOTE: Requests for transfers between units in the Development receiving assistance through project-based Section 8 Vouchers shall be submitted to, and processed by, the local housing agency or applicable Section 8 administering agency (PHA) for approval.

3. Filling of Vacancies

In the event that there are no current residents of the Development to fill the vacant unit, the Agent shall offer the vacant unit to the next qualified applicant for that unit type found on the waiting list. If there are no qualified applicants for the unit type on the waiting list, the Agent shall advertise the unit for rent in accordance with the Development's AFHMP and/or offer the unit to a qualified applicant for the unit type not on the waiting list.

I. Additional Policies Regarding Special Use Units

1. Accessible Units. These are units which have been constructed according to the ADAAG and AAB codes for accessible units. Accessible units shall be listed with the Massachusetts Accessible Housing Registry (MassAccess). For more details, see <http://www.massaccesshousingregistry.org> or <http://www.chapa.org>. Pursuant to M.G.L. c. 151B, Section 7A, upon vacancy of an accessible unit, the Agent shall give the Registry fifteen (15) days' notice of the vacancy to MassAccess and persons on the waiting list or other applicants who have identified the need for the features of an accessible unit, during which time the Agent may not lease the unit to someone who does not need the accessibility features. If an accessible unit must thereafter be offered to someone who does not need the accessibility features, the lease shall include a clause requiring the tenant to relocate to the first available comparable unit if a tenant or eligible applicant requires the unit's accessible features.

J. Record-Keeping



1. The Agent must retain current applications as long as their status on the waiting list is active.
2. Once the applicant is taken off the waiting list, the Agent must retain the application, initial rejection notice, applicant reply, copy of the Agent's final response, and all documentation supporting the reason for removal from the list for three years.
3. When an Applicant moves in, the Agent must retain the application, supporting documentation (including the Agent's verification efforts) for the duration of the tenancy and for three years after the tenant leaves the property.
4. The Agent must maintain the applicant and tenant information in a way to ensure confidentiality. **The confidentiality of records containing criminal background checks and other personal information are regulated by state and federal law and carry penalties for negligent disclosure and improper use. The Owner should consult with counsel to ensure compliance with state and federal record retention and disclosure laws.**

K. Limited English Proficiency (LEP) Services

The Agent shall determine, as part of its obligation to take reasonable steps to ensure meaningful access to the Development and its programs by persons with Limited English Proficiency (LEP), those Oral Language Services (i.e. Interpretation) and Written Language Services (i.e. Translation) that may be required in connection with the implementation of this Plan.

L. Modification of Tenant Selection Regulations

The Agent acknowledges that HUD may, from time to time, modify the requirements of their respective tenant selection regulations or policies. The Agent agrees that, upon reasonable notice, the Agent shall amend the Plan to satisfy such changes.

M. Review and Modification of Tenant Selection Plan

The Agent shall review periodically, but not less than once per calendar year, the Plan for compliance with Tenant Selection Regulations and Subsidy Program Requirements. The Agent may modify the Plan and the policies related to the selection of tenants at any time, subject to prior approval by governing agencies.

N. Plan Available to Public Upon Request

The Agent shall make copies of the Plan available to the public, including Applicants and residents of the Development, upon request.





ATTACHMENTS:

- Attachment 1: Eligibility Criteria and Occupancy Standards**
- Attachment 2: Rejection Standards (Exhibit 2 to the Tenant Selection Regulations)**
- Attachment 2A: Request for Sex Offender Registry Information**
- Attachment 3: Model Application Form**
- Attachment 4: Applicant's Consent for Release of Information**
- Attachment 5: Notification of Decision on Application**
- Attachment 6: Rejection Notice**
- Attachment 6A: Attachment to Rejection Notice**
- Attachment 6B: Conference Procedure**
- Attachment 7: Annual Waiting List Update**
- Attachment 8: Notice of Removal from Waiting List**



Attachment 1 Eligibility Criteria and Occupancy Standards

Development Name: Waterfield Commons

Total Affordable Units: 32

	Unit Types: E = elevator W = walkup R = row TH = townhouse A = accessible	1- BR	2-BR	3-BR	Total
Unsubsidized Market:	W				
	A				
Affordable (by type):					
DND Affordable Agreement - <80%	W				
DND Affordable Agreement - <60%	W				
DND Affordable Agreement - <30%	W				
MRVP - <50%	W				
(included in the DND count)					
HOME - <80%	W				
HOME - <30%	W				
(included in the DND count)					
HIF - <80%	W				
HIF - <30%	W				
(included in the DND count)					
HIF IV - <80%	W				
HIF IV - <30%	W				
(included in the DND count)					
Total Affordable					

Specify the current income eligibility criteria for each subsidy program.



Effective as of August 2020

Persons in the household:	Maximum annual income: Indicate applicable program: <u>9% LIHTC</u>
One	\$
Two	\$
Three	\$
Four	\$
Five	\$
Six	\$

The Agent shall consider housing applicants for residency who, at the time of admission, meet all of the following conditions as outlined in HUD 4350.3 REV-1, and any applicable federal/state guidelines, and who have submitted an application for occupancy. The following criteria shall be used to determine an applicant’s eligibility:

- ◆ A household is a family or single person who is eligible under applicable federal/state requirements.
- ◆ The Agent must develop a written method for assigning units and have it available on-site.
- ◆ Household annual income does not exceed current program income limits.
- ◆ Households who have provided verified social security numbers (SSN) for all family members.
- ◆ Households who have not committed any fraud in connection with any Federal or State Housing Assistance Program, and owe no rent or other amounts in connection with housing assistance.

OCCUPANCY STANDARDS

Occupancy is usually based on two people per bedroom unless the square footage allows or requires otherwise. Household size must comply with unit size based on the current State Sanitary Code Minimum Square Footage Requirements or any applicable Federal regulations or



requirements, including those found in Section 3-23 (Occupancy Standards) and Exhibit 3-2 (Fair Housing Enforcement - Occupancy Standards Notice of Statement of Policy, 63 FR 70256) of the HUD 4350.3 REV-1.

EXAMPLE

Massachusetts State Sanitary Code Minimum Square Footage Requirements

<i># Occupants</i>	<i>S.F. Per Bedroom*</i>	<i>Total Habitable Area*</i>
1	70 sq. ft.	150 sq. ft.
2	100 sq. ft.	250 sq. ft.
3	150 sq. ft.	350 sq. ft.

*Square footage excludes bathrooms, connecting hallways, closets and laundry rooms.

Acceptance of a unit at maximum occupancy does not give the tenant the right to claim overcrowded conditions and request a transfer to a larger unit, unless the family size changes.

Other Occupancy Standards:

- (i) A husband and wife, or those in a similar living arrangement, shall be required to share a bedroom, unless the consequence of sharing would be a severe adverse impact on his or her mental or physical health and the Agent receives reliable medical documentation as to such impact or sharing.

Attachment 2



Exhibit 2 to the Tenant Selection Regulations

Rejection Standards

An applicant and the applicant household shall be disqualified for a unit for any of the following reasons:

- a) The applicant or a household member has disturbed a neighbor or neighbors in a prior residence by behavior, which, if repeated by a tenant, would substantially interfere with the rights of other tenants to peaceful enjoyment of their units.
- b) The applicant or a household member has caused damage or destruction of property at a prior residence, and such damage or destruction of property, if repeated, would have a material adverse effect on the housing development or any unit in such development.
- c) The applicant or a household member has displayed living habits or poor housekeeping at a prior residence, and such living habits or poor housekeeping, if repeated by a tenant would pose a substantial threat to the health or safety of the tenant or other tenants or would adversely affect the decent, safe and sanitary condition of all or part of the housing.
- d) The applicant or a household member in the past has engaged in criminal activity, or activity in violation of M.G.L. c. 151B, §4, which, if repeated by a tenant, would interfere with or threaten the rights of other tenants to be secure in their persons or in their property or with the rights of other tenants to the peaceful enjoyment of their units and the common areas of the housing development [*****, or would threaten the health and safety of the owner or any employee, contractor, subcontractor or agent of the owner who is involved in the housing development. Notwithstanding the foregoing, and pursuant the Violence Against Women Reauthorization Act of 2013 (42 U.S.C. 1403e-11) and regulations promulgated in accordance therewith at 24 CFR Part 5, Subpart L, admission to the development shall not be denied on the basis that the applicant or household member is or has been a victim of domestic violence, dating violence, sexual assault or stalking, as defined in the aforementioned regulations, if the applicant or household member otherwise qualifies for admission. *]
- e) The applicant or any household member who will be assuming part of the rent obligation has a history of non-payment of rent and such non-payment, if repeated by a tenant, would cause monetary loss; provided, however, that if the applicant or household



member paid at least 50% of his/her household's monthly income for rent each month during a tenancy but was unable to pay the full rent, an eviction for non-payment of the balance shall not disqualify such individual from housing pursuant to this paragraph. If the applicant or household members assuming part of the rent obligation are unable to provide a favorable prior landlord reference, the credit report of the applicant or household member may be used to determine the applicant's ability to pay rent. In such circumstances, a bad credit history may be used as the basis of rejection, but the applicant may provide evidence of mitigating circumstances, which may include (i) a representative payer or reliable third party who would take responsibility for payment; (ii) evidence that such poor credit was a result of a disability that is now under control; or (iii) evidence that credit problems were the result of other circumstances that no longer exist and there is reason to believe that the applicant will now pay the rent promptly and in full. Lack of credit history, as opposed to poor credit history, is not sufficient justification to reject an applicant.

- f) The applicant or a household member has a history of failure to meet material lease terms or the equivalent at one or more prior residences, and such failure if repeated by a tenant, would be detrimental to the housing development or to the health, safety, security or peaceful enjoyment of other tenants.
- g) The applicant has failed to provide information reasonably necessary for the housing provider to process the applicant's application.
- h) The applicant has misrepresented or falsified any information submitted as part of the applicant's application or a prior application submitted within the last three years, and the applicant fails to establish that the misrepresentation or falsification was unintentional.
- i) The applicant or a household member has directed abusive or threatening behavior which was unreasonable and unwarranted towards a management agent's employee during the application process or any prior application process within three (3) years.
- j) The applicant does not intend to occupy housing, if offered, as his/her primary residence.
- k) The applicant or household member has been evicted from federally assisted Housing for drug-related criminal activity, for three years from the date of eviction; provided, however, that if the evicted applicant or household member who engaged **in drug**-related criminal activity has successfully completed a supervised drug rehabilitation program or circumstances leading to the eviction no longer exist (for example, the criminal



household member has died or is imprisoned), the owner may, but is not required to, admit the household.

- l) The applicant or household member is a current illegal user of one or more controlled substances as defined in M.G.L. c. 94C §1. A person's illegal use or possession of a controlled substance within the preceding twelve months shall create a presumption that such person is a current illegal user of a controlled substance, but the presumption may be overcome by a convincing showing that the person has permanently ceased all illegal use of controlled substances. This disqualification of current illegal users of controlled substances shall not apply to applicants for housing provided through a treatment program for illegal users of controlled substances.
- m) There is reasonable cause to believe that the applicant or household member's illegal use of a drug may interfere with the health, safety or right to peaceful enjoyment of the premises by other residents. Examples of evidence of illegal activities may include a conviction record, former landlord references, etc.)
- n) The applicant or household member is subject to registration with the Massachusetts Sex Offender Registry Board pursuant to M.G.L. c. 6 Section 178C et seq. or a lifetime registration requirement under any state sex offender registration program.
- o) There is reasonable cause to believe that the applicant or household member's abuse or pattern of abuse of alcohol may interfere with the health, safety or right to peaceful enjoyment of the premises by other residents.



Attachment 2A

COMMONWEALTH OF MASSACHUSETTS
SEX OFFENDER REGISTRY BOARD

REQUEST FOR SEX OFFENDER REGISTRY INFORMATION

All requests for sex offender information must be made on this form and mailed to the Sex Offender Registry Board, Attn: SORI Coordinator, P.O. Box 4547, Salem, MA 01970, along with a self-addressed stamped envelope. The Board will provide a report that includes the following information: whether the person identified is a sex offender with an obligation to register, the offense(s) for which the offender was convicted or adjudicated, and the date(s) of the conviction(s) or adjudication(s). *Please be advised that the law only permits the public to receive information on sex offenders required to register and finally classified by the Board as a level 2 (moderate risk) or level 3 (high risk) offender. Therefore, information is not available to the public if the identified individual is a level 1 (low risk) offender or if he/she has not yet been finally classified by the Board.*
All requests shall be recorded and kept confidential, except to assist or defend in a criminal prosecution.

Requestor's name: _____ Date of birth: _____

Address: _____ Telephone number: _____

I swear under the pains and penalties of perjury that I am the above-named person, at least 18 years of age, and I am requesting information for my own protection, the protection of a child under 18 years of age, or for the protection of another person for whom I have responsibility, care or custody.

Requestor's signature: _____ Date: _____

I hereby request that the following information be used to determine whether the identified individual is a sex offender required to register in Massachusetts.

Subject's name (PLEASE PRINT): _____ Date of birth or approximate age: _____

Address: _____

Personal identifying characteristics:

Sex: _____ Race: _____ Height: _____ Weight: _____ Eye Color: _____ Hair Color: _____

Other information (e.g. license plate number, parents' names, etc.): _____

*****WARNING*****

SEX OFFENDER REGISTRY INFORMATION SHALL NOT BE USED TO COMMIT A CRIME OR TO ENGAGE IN ILLEGAL DISCRIMINATION OR HARASSMENT OF AN OFFENDER. ANY PERSON WHO USES INFORMATION DISCLOSED PURSUANT TO M.G.L. C. 6, §§ 178C – 178P FOR SUCH PURPOSES SHALL BE PUNISHED BY NOT MORE THAN TWO AND ONE HALF (2 ½) YEARS IN A HOUSE OF CORRECTION OR BY A FINE OF NOT MORE THAN ONE THOUSAND DOLLARS (\$1000.00) OR BOTH (M.G.L. C. 6, § 178N). IN ADDITION, ANY PERSON WHO USES REGISTRY INFORMATION TO THREATEN TO COMMIT A CRIME MAY BE PUNISHED BY A FINE OF NOT MORE THAN ONE HUNDRED DOLLARS (\$100.00) OR BY IMPRISONMENT FOR NOT MORE THAN SIX (6) MONTHS (M.G.L. C. 275, § 4).



Model Application Form

THE AGENT WILL PROVIDE HELP IN REVIEWING THIS DOCUMENT. IF NECESSARY, PERSONS WITH DISABILITIES MAY ASK FOR THIS APPLICATION IN LARGE PRINT TYPE, OR OTHER ALTERNATE FORMATS.

SITE NAME: _____	PRELIMINARY RENTAL APPLICATION
ADDRESS: _____	Equal Housing Opportunity
CITY, STATE: _____	Please print and fill in ALL Information.
Phone #: _____	
FAX #: _____	
TDD #: _____	Date _____

APPLICATION FOR ADMISSION

Note: Please fill in all sections completely. Failure to do so will result in processing delays or rejection of your application. Should you need help in completing this application, please contact the Rental Office.

Applicant: _____ Home Tel _____

Present Address _____
street city state zip

Mailing Address _____
(if different) street city state zip

Race: (Optional Section: Information will be used for fair housing programs only, as required by State and Federal Laws.)

- American Indian/Alaskan Native
- Black(not of Hispanic origin)
- White(not of Hispanic origin)
- Asian or Pacific Islander
- Hispanic



Note: Upon request to the Agent, you have the right to receive a Tenant Selection Plan Summary (with Program Description Insert) which summarizes the tenant application process, including eligibility and screening requirements, for occupancy in the Development.

SIZE OF APARTMENT NEEDED:

0BR 1BR 2BR 3BR 4BR 5BR 6BR

UNIT TYPE REQUESTED:

Market Rent Wheelchair
 Basic Rent Adapted Unit
 Low Rent Yes No
Hearing/Visual
Adapted Unit
 Yes No

Does any member of the household have any accessibility or reasonable accommodation requests or changes in a unit or development or alternate ways we need to communicate with you?

Yes No If yes, please explain. _____

Present housing cost per month \$_____ Including utilities? Yes No

How long have you lived at present address? _____ years.

What are your reasons for moving? _____

How did you hear about this housing development? _____

FAMILY COMPOSITION

List all those who will occupy the apartment. INCLUDE YOURSELF.

FULL NAME OF EACH PERSON IN HOUSEHOLD	RELATIONSHIP TO HEAD OF HOUSEHOLD	AGE	SEX	SOCIAL SECURITY NUMBER	FULL TIME STUDENT (circle one)
---------------------------------------	-----------------------------------	-----	-----	------------------------	--------------------------------

1 _____ Head of Household _____ _____ _____ Yes or No

Birth date (for head of household only) : _____

2 _____ _____ _____ _____ Yes or No

3 _____ _____ _____ _____ Yes or No

4 _____ _____ _____ _____ Yes or No



5 _____ Yes or No

6 _____ Yes or No

7 _____ Yes or No

REFERENCES

Provide the full name and address of Landlords or Officials at other places you have lived over the last five years or past two residences, whichever is more inclusive (include shelters).

Name of Present Landlord/Official _____ Telephone _____
Address _____

Name of Previous Landlord/Official _____ Telephone _____
Address _____

Are you or any member of your household currently receiving federal (HUD) or state housing assistance? _____. If yes, list the household members and type of assistance being received.

Household Member	Type of Housing Assistance	Location
_____	_____	_____
_____	_____	_____
_____	_____	_____

NOTE: If you are unable to furnish a landlord or other housing reference, please furnish character references. They must have known you for one (1) year or more and not be related to you.

Name of Character Reference _____ Telephone _____
Address _____

Name of Character Reference _____ Telephone _____
Address _____



EMPLOYMENT INCOME BY HOUSEHOLD MEMBER

Please indicate the income received and assets held by each member of your household. List each member by the corresponding number on the first page.

Member # _____

Name of Present Employer _____ Telephone _____

Address _____

Years Employed _____ Position _____ Current Salary \$ _____
 [] weekly [] bi-weekly [] monthly

Member # _____

Name of Present Employer _____ Telephone _____

Address _____

Years Employed _____ Position _____ Current Salary \$ _____
 [] weekly [] bi-weekly [] monthly

Member # _____

Name of Present Employer _____ Telephone _____

Address _____

Years Employed _____ Position _____ Current Salary \$ _____
 [] weekly [] bi-weekly [] monthly

OTHER SOURCES OF INCOME BY HOUSEHOLD MEMBER

List all other income such as Welfare, Social Security, SSI, Pensions, Disability Compensation, Unemployment Compensation, Interest, Alimony, Child Support, Annuities, Dividends, Income from Rental Property, Military Pay, Scholarships, and/or grants.

Household Member	Type of Income	Gross Earnings (Before Taxes)
_____	_____	_____ per _____
_____	_____	_____ per _____
_____	_____	_____ per _____ (week, month, year)

INCOME FROM ASSETS

Assets include Checking Accounts, Savings Accounts, Term Certificates, Money Markets, Stocks, Bonds, Real Estate holdings and Cash Value of a Life Insurance Policy.



Household Member

Type of Asset

**Gross Earnings
(Before Taxes)**

_____	_____	_____ per _____
_____	_____	_____ per _____
_____	_____	_____ per _____

(week, month, year)

PLEASE RESPOND TO THESE QUESTIONS IF YOU WISH TO BE CONSIDERED FOR PRIORITIES OR SPECIAL DEDUCTIONS/ CONSIDERATIONS:

1. Have you been displaced from your home? Yes ____ No ____ If so, please explain.

2. Does your present apartment contain health code violations? Yes ____ No ____ If so, please describe: _____

3. Is your present apartment too small for your family? Yes ____ No ____

4. Does your current housing cause any accessibility or other problems for any member of the household who has a disability? Yes ____ No ____

If so, please describe: _____

5. Have you or any member of your household suffered actual or threats of physical violence by a spouse or other member of the household? If so, please provide details.

Additional Required Information

Are you or any member of your household required to register as a sex offender under Massachusetts or any other state law? _____. If yes, list the name of the persons and the registration requirements (i.e. place where registration needs to be filed, length of time for which registration is required). _____

Have you or any member of your household resided outside of Massachusetts? _____. If yes, please list all other states of residence for each household member. _____



NOTE: A failure to respond fully to these questions may result in rejection or denial of this application.

I/We hereby certify that the information furnished on this application is true and complete, to the best of my/our knowledge and belief. **Inquiries may be made to verify the statements herein.** All information is regarded as confidential in nature, and a **consumer credit report and a Criminal Offenders Record Information (CORI) report or other criminal background check may also be requested.** I/We certify that I/We understand that false statements or information are punishable applicable under State or Federal Law.

I/We hereby certify that we have received a notice form the management agent describing the right to reasonable accommodations for persons with disabilities.

Signed under the pains and penalties of perjury.

Head of Household/Applicant Date _____
Co-Applicant Date

_____ [insert name of Management Agent], acting as management agent for _____ [insert name of Development] (the “Development”) does not discriminate on the basis of race, color, religion, sex, national origin, sexual orientation, age, familial status or physical or mental disability in the access or admission to the Development, its employment, or in its programs, activities, functions or services.

NOTE: In completing this application, the Applicant has the right to include, as part of the application, the name, address, telephone number, and other relevant information of a family member, friend, or social, health, advocacy, or other organization as contact person to provide assistance to Applicant in connection with the application.

Applications for HUD assisted housing must include completed Form HUD-920006 (Supplemental and Optional Contact Information for HUD-Assisted Housing Applicants).

Applicants for non-HUD assisted housing may use Form HUD-920006 or provide supplemental or optional contact information below:



**Name of Additional Contact
Person or Organization:**

Address:

Telephone No:

E-Mail Address (if applicable):

Relationship to Applicant:

Reason for Contact:

NOTE: the formal application form must include an Equal Opportunity logo and a Handicapped Access logo (where appropriate).



Attachment 4

Consent for Release of Information

Development: _____

Agent: Corcoran Management

Name: _____

Phone: _____

Address: _____

I, the above named individual, have authorized the above named Agent to verify the accuracy of the information which I have provided, from the following sources (specify):

_____	_____
_____	_____
_____	_____
_____	_____

I hereby give you my permission to release this information to the Agent, subject to the condition that it be kept confidential. I would appreciate your prompt attention in supplying the information requested on the attached page to the Agent within five (5) days of receipt of this request.

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

Thank you for your assistance and cooperation in this matter.

Signed under the pains and penalties of perjury.

Signature

Date

**THIS CONSENT IS VALID FOR A PERIOD OF
FIFTEEN MONTHS FROM THE DATE NOTED ABOVE.**



Attachment 5

Notification of Decision on Application

Date: _____

RE: Application for Housing

Dear _____:

Please be advised that we are in receipt of your application dated _____. We have reviewed your information for placement on our waiting list, which is determined by date of original application within the priority categories established.

Based on the information you have provided us you appear to be eligible for assistance at this development. Your priority status is _____ (category) and you are #_____ on the _____ bedroom unit list. All information you provided will be verified at processing. Based on past tenant rental history, we anticipate that your waiting period will be ___ to ___ months. Note that this is only an approximation of your waiting period, not an exact acceptance date. Please be advised that it is your responsibility to report any changes of address, phone number or priority status to this office. Failure to maintain current information at the rental office may jeopardize your waiting list status.

Sincerely,



Attachment 6

Rejection Notice

Date: _____

Applicant's Name: _____

Applicant's Address: _____

RE: Application for Housing
Rejection of Application

Dear _____:

Your application for an apartment at _____ has been rejected for the reason(s) listed below.

[Instructions to Agent – check one or more sections as appropriate]

- does not meet income qualification guidelines
- history of poor rental payment
- history of behavior as a tenant which if repeated in housing would substantially interfere with the rights of other tenants
- providing false or inaccurate information in your application
- failure to provide information which we have requested in order to complete processing your application
- insufficient income to pay the cost of rent and utilities at the property
- history of criminal activity or activity in violation of M.G.L.c.151B, Section 4
- no favorable prior landlord reference was provided or was available, and a poor credit report, without mitigating circumstances, was received;

other: _____



Disclosure of Use of Information from Outside Sources:

[Instructions to Agent – check one or more sections as appropriate]

() Our decision was based in whole or in part on information obtained in a report from the consumer reporting agency listed below. You have a right under the Fair Credit Reporting Act to know the information contained in your credit file at the consumer reporting agency. The reporting agency played no part in our decision and is unable to supply specific reasons why we have taken adverse action on your application. You also have a right to a free copy of your report from the reporting agency, if you request it no later than 60 days after you receive this notice. In addition, if you find that any information contained in the report you receive is inaccurate or incomplete, you have the right to dispute the matter with the reporting agency.

Credit Agency: _____
Address: _____
Toll Free Phone: _____

() We also obtained your credit score from the consumer reporting agency and used it in making our credit decision. Your credit score is a number that reflects the information in your consumer report. Your credit score can change, depending on how the information in your consumer report changes.

Your credit score: _____ Date: _____
Scores range from a low of ____ to a high of ____.

Key factors that adversely affected your credit score [FROM CREDIT AGENCY]:

If you have any questions regarding your credit score, you should contact [CREDIT AGENCY] at:

Credit Agency: _____
Address: _____



Toll Free Phone: _____

() Our credit decision was based in whole or in part on information obtained from an affiliate or from an outside source other than a consumer reporting agency. Under the Fair Credit Reporting Act, you have the right to make a written request, no later than 60 days after you receive this notice, for disclosure of the nature of this information.

If you have any questions regarding this notice, you should contact:

Name: _____

Address: _____

Phone: _____

[Instructions to Agent: Insert Agent Name and Address]

What you can do:

1. You or your representative also have the right to inspect the documentation on the basis of which your application was rejected and any other documentation related to your eligibility, qualification, or entitlement to priority or preference status. You may make arrangements to review the documentation in our office during normal business hours by contacting _____, the Property Manager, at _____. We will make reasonable arrangements for photocopying any such documentation as you may specify with sufficient advance notice.

2. If you have a disability and believe that this rejection for housing is a result of that disability, you have the right to request a reasonable accommodation. You may ask for a reasonable accommodation by contacting _____, Property Manager at _____ (phone, TDD, fax, email), within five (5) business days of your receipt of this letter.

3. If you believe that the circumstances indicated above did not occur or can be satisfactorily explained, you may request a conference with a representative within five (5) business days of your receipt of this letter. The request for a conference must be made in writing, or in an alternative format necessary because of a disability, to the Property Manager at



the following address: _____ . _ It may be mailed or delivered by hand. A copy of the Conference Procedure is enclosed.

[if subject to VAWA, insert the following:

The Violence Against Women Act (VAWA) provides protections for victims of domestic violence, dating violence, sexual assault, or stalking. VAWA protections are not only available to women, but are available equally to all individuals regardless of sex, gender identity, or sexual orientation. The U.S. Department of Housing and Urban Development (HUD) is the Federal agency that oversees that _____ [insert name of program or rental assistance] is in compliance with VAWA. The attached "Notice of Occupancy Rights Under the Violence Against Women Act" explains your rights under VAWA. A HUD-approved certification is attached to this Notice. You can fill out this form to show that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking, and that you wish to use your rights under VAWA.]

You must request either or both a reasonable accommodation and/or a conference with in writing within five (5) business days of your receipt of this letter.

Sincerely,

cc. Applicant file

Attachment 6A: Conference Procedure

[If subject to VAWA, add the following:

Attachment 6B: Notice of Occupancy Rights Under the Violence Against Women Act

Attachment 6C: Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking, and Alternative Documentation]



Attachment 6A

Conference Procedure

- [] Option: The Agent will provide a pre-conference meeting with the applicant to resolve issues before formally offering a conference.(Define procedures below.)

The following conference procedure is to be made available to applicants who are rejected or reclassified to a lower tenant-selection priority category.

1. THE TIME FOR REQUESTING A CONFERENCE:

An applicant who wishes to contest the rejection of his or her application or reclassification to a lower tenant-selection preference category must request a conference within five (5) business days from the applicant's receipt of the notice of rejection or reclassification.

2. THE APPLICANT'S REQUEST:

The request for a conference must be made in writing, or in an alternative format necessary because of a disability, to the development's management agent (the Agent) It may be mailed or delivered by hand.

SETTING UP THE CONFERENCE:

The conference officer shall establish a mutually convenient date and place to hold the conference, but in no event will the conference be held later than twenty (20) days from the date of the written rejection notice unless otherwise agreed to by the applicant and the Agent.. The Agent shall make any necessary reasonable accommodations, such as a sign language interpreter. Failure of an applicant to appear on the scheduled conference date will result in a decision upholding the Agent's rejection of the application.

4. THE CONFERENCE:

The conference is an informal proceeding intended to determine whether the Agent's rejection of an applicant or reclassification of an applicant's selection priority is reasonable in light of the evidence presented. At the conference, it is the Agent's burden to present evidence in support of its decision, but the rules of evidence applicable in a court of law shall not apply. Both the Agent and the applicant are permitted, but not required, to have a representative or advocate present during the conference proceedings. Generally, conference



proceedings will be limited to one half hour in length and each party should be prepared to present its case within the time allotted.

5. THE DECISION OF THE CONFERENCE OFFICER

The conference officer must determine whether the Agent reasonably rejected or reclassified the applicant in accordance with the selection criteria, program requirements and/or policies. The conference officer's decision must be in writing, and, if necessary, in an alternate format, must be dated, and must state his or her findings of fact and the basis for his or her decision. Unless the parties mutually agree otherwise, the conference officer shall only consider evidence presented at the conference. A copy of the conference officer's decision will be forwarded within five (5) business days of the conference to the Agent and the applicant.



Attachment 6B

Waterfield Commons

Notice of Occupancy Rights under the Violence Against Women Act¹

To all Residents and Applicants

The Violence Against Women Act (VAWA) provides protections for victims of domestic violence, dating violence, sexual assault, or stalking. VAWA protections are not only available to women, but are available equally to all individuals regardless of sex, gender identity, or sexual orientation.² The U.S. Department of Housing and Urban Development (HUD) is the Federal agency that oversees that **Section 8 Project Based Housing, Section 8 Housing Choice Voucher Program, Section 236, Section 202 Housing For Elderly, Section 811 housing for people with disabilities, Section 221 (d)(3) BMIR, HOPWA, HOME, Housing Trust Funds and McKinney-Vento Act Programs** is in compliance with VAWA. Additionally, the Internal Revenue Service in conjunction with the local state agency (Massachusetts Department of Housing and Community Development) oversees the **Low-Income Housing Tax Credit Program**. This notice explains your rights under VAWA.

A HUD-approved certification form is attached to this notice. You may fill out this form to document that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking, and that you wish to use your rights under VAWA.

WATERFIELD COMMONS will also accept Alternate Documentation as specified

¹ Despite the name of this law, VAWA protection is available regardless of sex, gender identity, or sexual orientation.

² Housing providers cannot discriminate on the basis of any protected characteristic, including race, color, national origin, religion, sex, familial status, disability, or age. HUD-assisted and HUD-insured housing must be made available to all otherwise eligible individuals regardless of actual or perceived sexual orientation, gender identity, or marital status.



below.

Protections for Applicants

If you otherwise qualify for assistance under **Section 8 Project Based Housing, Section 8 Housing Choice Voucher Program, Section 236, Section 202 Housing For Elderly, Section 811 housing for people with disabilities, Section 221 (d)(3) BMIR, HOPWA, HOME, Housing Trust Funds McKinney-Vento Act or Low Income Housing Tax Credit** you cannot be denied admission or denied assistance because you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

Protections for Residents

If you are receiving assistance under **Section 8 Project Based Housing, Section 8 Housing Choice Voucher Program, Section 236, Section 202 Housing for Elderly, Section 811 housing for people with disabilities, Section 221 (d)(3) BMIR, HOPWA, HOME, Housing Trust Funds, McKinney-Vento Act or Low Income Housing Tax Credit Programs**, you may not be denied assistance, terminated from participation, or be evicted from your rental housing because you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking. Also, if you or an affiliated individual of yours is or has been the victim of domestic violence, dating violence, sexual assault, or stalking by a member of your household or any guest, you may not be denied rental assistance or occupancy rights under **Section 8 Project Based Housing, Section 8 Housing Choice Voucher Program, Section 236, Section 202 Housing for Elderly, Section 811 housing for people with disabilities, Section 221 (d)(3) BMIR, HOPWA, HOME, Housing Trust Funds, McKinney-Vento Act or Low Income Housing Tax Credit Programs**, solely on the basis of criminal activity directly relating



to that domestic violence, dating violence, sexual assault, or stalking.

Affiliated individual means your spouse, parent, brother, sister, or child, or a person to whom you stand in the place of a parent or guardian (for example, the affiliated individual is in your care, custody, or control); or any individual, tenant, or lawful occupant living in your household. This includes a live-in aide.

Removing the Abuser or Perpetrator from the Household

Waterfield Commons may divide (bifurcate) your lease in order to evict the individual or terminate the assistance of the individual who has engaged in criminal activity (the abuser or perpetrator) directly relating to domestic violence, dating violence, sexual assault, or stalking.

If Waterfield Commons choose to remove the abuser or perpetrator, the owner may not take away the rights of eligible Residents to the unit or otherwise punish the remaining Residents. If the evicted abuser or perpetrator was the sole tenant to have established eligibility for assistance under the program, Waterfield Commons must allow the tenant who is or has been a victim and other household members to remain in the unit for a period of time, in order to establish eligibility under the program or under another HUD housing program covered by VAWA, or, find alternative housing.

In removing the abuser or perpetrator from the household, Waterfield Commons must follow Federal, State, and local eviction procedures. To divide a lease, Waterfield Commons may, but is not required to, ask you for documentation or certification of the incidences of domestic violence, dating violence, sexual assault, or stalking.



Moving to Another Unit

Upon your request Waterfield Commons may permit you to move to another unit, subject to the availability of other units, and still keep your assistance. In order to approve a request, Waterfield Commons may ask you to provide documentation that you are requesting to move because of an incidence of domestic violence, dating violence, sexual assault, or stalking. If the request is a request for emergency transfer, the housing provider may ask you to submit a written request or fill out a form where you certify that you meet the criteria for an emergency transfer under VAWA. The criteria are:

(1) You are a victim of domestic violence, dating violence, sexual assault, or stalking. If your housing provider does not already have documentation that you are a victim of domestic violence, dating violence, sexual assault, or stalking, your housing provider may ask you for such documentation, as described in the documentation section below.

(2) You expressly request the emergency transfer. Your housing provider may choose to require that you submit a form, or may accept another written or oral request.

(3) You reasonably believe you are threatened with imminent harm from further violence if you remain in your current unit. This means you have a reason to fear that if you do not receive a transfer you would suffer violence in the very near future.

OR

You are a victim of sexual assault and the assault occurred on the premises during the 90-calendar-day period before you request a transfer. If you are a victim of sexual assault, then in addition to qualifying for an emergency transfer because you reasonably believe you are



threatened with imminent harm from further violence if you remain in your unit, you may qualify for an emergency transfer if the sexual assault occurred on the premises of the property from which you are seeking your transfer, and that assault happened within the 90-calendar-day period before you expressly request the transfer.

Waterfield Commons will keep confidential requests for emergency transfers by victims of domestic violence, dating violence, sexual assault, or stalking, and the location of any in Waterfield Commons over by such victims and their families.

Waterfield Commons emergency transfer plan provides further information on emergency transfers, and Waterfield Commons must make a copy of its emergency transfer plan available to you if you ask to see it.

Documenting You Are or Have Been a Victim of Domestic Violence, Dating Violence, Sexual Assault or Stalking Waterfield Commons can, but is not required to, ask you to provide documentation to “certify” that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking. Such request from Waterfield Commons must be in writing, and Waterfield Commons must give you at least 14 business days (Saturdays, Sundays, and Federal holidays do not count) from the day you receive the request to provide the documentation. Waterfield Commons may, but does not have to, extend the deadline for the submission of documentation upon your request.

You can provide one of the following to Waterfield Commons as documentation. It is your choice which of the following to submit if Waterfield Commons ask you to provide documentation that you are or have been a victim of domestic violence, dating violence,



sexual assault, or stalking.

- A complete HUD-approved certification form given to you by Waterfield Commons with this notice, that documents an incident of domestic violence, dating violence, sexual assault, or stalking. The form will ask for your name, the date, time, and location of the incident of domestic violence, dating violence, sexual assault, or stalking, and a description of the incident. The certification form provides for including the name of the abuser or perpetrator if the name of the abuser or perpetrator is known and is safe to provide.
- A record of a Federal, State, tribal, territorial, or local law enforcement agency, court, or administrative agency that documents the incident of domestic violence, dating violence, sexual assault, or stalking. Examples of such records include police reports, protective orders, and restraining orders, among others.
- A statement, which you must sign, along with the signature of an employee, agent, or volunteer of a victim service provider, an attorney, a medical professional or a mental health professional (collectively, “professional”) from whom you sought assistance in addressing domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse, and with the professional selected by you attesting under penalty of perjury that he or she believes that the incident or incidents of domestic violence, dating violence, sexual assault, or stalking are grounds for protection.
- Any other statement or evidence that Waterfield Commons have agreed to accept.

If you fail or refuse to provide one of these documents within the 14 business days, Waterfield Commons do not have to provide you with the protections contained in this notice. If Waterfield Commons receives conflicting evidence that an incident of domestic



violence, dating violence, sexual assault, or stalking has been committed (such as certification forms from two or more members of a household each claiming to be a victim and naming one or more of the other petitioning household members as the abuser or perpetrator), WATERFIELD COMMONS has the right to request that you provide third-party documentation within thirty 30 calendar days in order to resolve the conflict. If you fail or refuse to provide third-party documentation where there is conflicting evidence, WATERFIELD COMMONS do not have to provide you with the protections contained in this notice.

Confidentiality

WATERFIELD COMMONS must keep confidential any information you provide related to the exercise of your rights under VAWA, including the fact that you are exercising your rights under VAWA. WATERFIELD COMMONS must not allow any individual administering assistance or other services on behalf of WATERFIELD COMMONS (for example, employees and contractors) to have access to confidential information unless for reasons that specifically call for these individuals to have access to this information under applicable Federal, State, or local law.

WATERFIELD COMMONS must not enter your information into any shared database or disclose your information to any other entity or individual. WATERFIELD COMMONS, however, may disclose the information provided if:

- You give written permission to WATERFIELD COMMONS to release the information on a time limited basis.
- WATERFIELD COMMONS need to use the information in an eviction or termination proceeding, such as to evict your abuser or perpetrator or terminate your abuser or perpetrator from assistance under this program.



- A law requires WATERFIELD COMMONS or your landlord to release the information.

VAWA does not limit WATERFIELD COMMONS 's duty to honor court orders about access to or control of the property. This includes orders issued to protect a victim and orders dividing property among household members in cases where a family breaks up.

Reasons a Tenant Eligible for Occupancy Rights under VAWA May Be Evicted or Assistance May Be Terminated

You can be evicted and your assistance can be terminated for serious or repeated lease violations that are not related to domestic violence, dating violence, sexual assault, or stalking committed against you. However, WATERFIELD COMMONS cannot hold Residents who have been victims of domestic violence, dating violence, sexual assault, or stalking to a more demanding set of rules than it applies to Residents who have not been victims of domestic violence, dating violence, sexual assault, or stalking.

The protections described in this notice might not apply, and you could be evicted and your assistance terminated, if WATERFIELD COMMONS can demonstrate that not evicting you or terminating your assistance would present a real physical danger that:

- 1) Would occur within an immediate time frame, and
- 2) Could result in death or serious bodily harm to other Residents or those who work on the property.

If WATERFIELD COMMONS can demonstrate the above, WATERFIELD COMMONS should only terminate your assistance or evict you if there are no other actions that



could be taken to reduce or eliminate the threat.

Other Laws

VAWA does not replace any Federal, State, or local law that provides greater protection for victims of domestic violence, dating violence, sexual assault, or stalking. You may be entitled to additional housing protections for victims of domestic violence, dating violence, sexual assault, or stalking under other Federal laws, as well as under State and local laws.

Non-Compliance with The Requirements of This Notice

You may report a covered housing provider's violations of these rights and seek additional assistance, if needed, by contacting or filing a complaint with:

Department of Housing and Urban Development

Thomas P. O'Neill, Jr. Federal Building

10 Causeway Street, 3rd Floor

Boston, MA 02222-1092

Phone: (617) 994-8200

Email: ma_webmanager@hud.gov

Fax: (617) 565-6558

TTY: (617) 565-5453

For Additional Information

You may view a copy of HUD's final VAWA rule at <https://www.gpo.gov/fdsys/pkg/FR-2016-11-16/pdf/2016-25888.pdf> or at

[//www.gpo.gov/fdsys/pkg/FR-2016-11-16/pdf/2016-25888.pdf](https://www.gpo.gov/fdsys/pkg/FR-2016-11-16/pdf/2016-25888.pdf) or at



<https://www.federalregister.gov/documents/2016/11/16/2016-25888/violence-against-women-reauthorization-act-of-2013-implementation-in-hud-housing-programs>

Additionally, WATERFIELD COMMONS must make a copy of HUD's VAWA regulations available to you if you ask to see them.

For questions regarding VAWA, please contact the following, as applicable:

- HUD's Public Housing program, contact Monica Shepherd, Director Public Housing Management and Occupancy Division, Office of Public and Indian Housing, Room 4204, telephone number 202-402-5687 / U.S. Relay 711
- HUD's Housing Choice Voucher program and Project-Based Voucher, contact Becky Primeaux, Director, Housing Voucher Management and Operations Division, Office of Public and Indian Housing, Room 4216, telephone number 202-402-6050 / U.S. Relay 711;
- HUD's Multifamily Housing programs, contact Yvette M. Viviani, Director, Housing Assistance Policy Division, Office of Housing, Room 6138, telephone number 202-708-3000 / U.S. Relay 711;
- HUD's HOME Investment Partnerships program, contact Virginia Sardone, Director, Office of Affordable Housing Programs, Office of Community Planning and Development, Room 7164, telephone number 202-708-2684 / U.S. Relay 711

For help regarding an abusive relationship, you may call the National Domestic Violence Hotline at 1-800-799-7233 or, for persons with hearing impairments, 1-800-787-3224 (TTY). You may also contact **(See attached local organizations and resources)**

For Residents who are or have been victims of stalking seeking help may visit the National Center for Victims of Crime's Stalking Resource Center at <https://www.victimsofcrime.org/our-programs/stalking-resource-center>. For help



regarding sexual assault, you may contact **[see attached list of organizations]**

Victims of stalking seeking help may contact **[see attached list of organizations]**.

Attachment: Certification form HUD-5382, CERTIFICATION OF DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT, OR STALKING, AND ALTERNATE DOCUMENTATION

Maloney Properties Inc. does not discriminate on the basis of any protected status, including disability, in the admission of or access to, or treatment or employment in its programs and activities. Maloney Properties, Inc. provides persons with disabilities the opportunity to request a Reasonable Accommodation in order to apply to and participate in such programs and activities. Maloney Properties, Inc. also provides people whose primary language isn't English and as a result have limited English proficiency the opportunity to request free language assistance in order to apply to or participate in its programs and activities. Kathy Broderick coordinates Maloney Properties' compliance with all nondiscrimination requirements, including Section 504. Contact her with any questions or concerns relating to Maloney Properties' compliance with nondiscrimination requirements: Telephone (781) 943-0200 x255, Relay #711 or at Maloney Properties, Inc, 27 Mica Lane, Wellesley, MA 02481.

**CERTIFICATION OF
DOMESTIC VIOLENCE,
DATING VIOLENCE,
SEXUAL ASSAULT, OR STALKING,**

**U.S. Department of Housing
and Urban Development**

OMB Approval No. 2577-0286
Exp. 06/30/2017



AND ALTERNATE DOCUMENTATION

Purpose of Form: The Violence Against Women Act (“VAWA”) protects applicants, tenants, and program participants in certain HUD programs from being evicted, denied housing assistance, or terminated from housing assistance based on acts of domestic violence, dating violence, sexual assault, or stalking against them. Despite the name of this law, VAWA protection is available to victims of domestic violence, dating violence, sexual assault, and stalking, regardless of sex, gender identity, or sexual orientation.

Use of This Optional Form: If you are seeking VAWA protections from your housing provider, your housing provider may give you a written request that asks you to submit documentation about the incident or incidents of domestic violence, dating violence, sexual assault, or stalking.

In response to this request, you or someone on your behalf may complete this optional form and submit it to your housing provider, or you may submit one of the following types of third-party documentation:

- (1) A document signed by you and an employee, agent, or volunteer of a victim service provider, an attorney, or medical professional, or a mental health professional (collectively, “professional”) from whom you have sought assistance relating to domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse. The document must specify, under penalty of perjury, that the professional believes the incident or incidents of domestic violence, dating violence, sexual assault, or stalking occurred and meet the definition of “domestic violence,” “dating violence,” “sexual assault,” or “stalking” in HUD’s regulations at 24 CFR 5.2003.
- (2) A record of a Federal, State, tribal, territorial or local law enforcement agency, court, or administrative agency; or
- (3) At the discretion of the housing provider, a statement or other evidence provided by the applicant or tenant.

Submission of Documentation: The time period to submit documentation is 14 business days from the date that you receive a written request from your housing provider asking that you provide documentation of the occurrence of domestic violence, dating violence, sexual assault, or stalking. Your housing provider may, but is not required to, extend the time period to submit the documentation, if you request an extension of the time period. If the requested information is not received within 14 business days of when you received the request for the documentation, or any extension of the date provided by your housing provider, your housing provider does not need to grant you any of the VAWA protections. Distribution or issuance of this form does not serve as a written request for certification.

Confidentiality: All information provided to your housing provider concerning the incident(s) of domestic violence, dating violence, sexual assault, or stalking shall be kept confidential and such details shall not be entered into any shared database. Employees of your housing provider are not to have access to these details unless to grant or deny VAWA protections to you, and such employees may not disclose this information to any other entity or individual, except to the extent that disclosure is: (i) consented to



eviction.

Signature _____ Signed on (Date) _____

Public Reporting Burden: The public reporting burden for this collection of information is estimated to average 1 hour per response. This includes the time for collecting, reviewing, and reporting the data. The information provided is to be used by the housing provider to request certification that the applicant or tenant is a victim of domestic violence, dating violence, sexual assault, or stalking. The information is subject to the confidentiality requirements of VAWA. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid Office of Management and Budget control number.

Attachment 6C



Waterfield Commons

Model Emergency Transfer Plan for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking

Emergency Transfers

Waterfield Commons is concerned about the safety of its tenants, and such concern extends to tenants who are victims of domestic violence, dating violence, sexual assault, or stalking. In accordance with the Violence Against Women Act (VAWA),³ HP allows tenants who are victims of domestic violence, dating violence, sexual assault, or stalking to request an emergency transfer from the tenant's current unit to another unit. The ability to request a transfer is available regardless of sex, gender identity, or sexual orientation.⁴ The ability of HP to honor such request for tenants currently receiving assistance, however, may depend upon a preliminary determination that the tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, and on whether HP has another dwelling unit that is available and is safe to offer the tenant for temporary or more permanent occupancy.

³ Despite the name of this law, VAWA protection is available to all victims of domestic violence, dating violence, sexual assault, and stalking, regardless of sex, gender identity, or sexual orientation.

⁴ Housing providers cannot discriminate on the basis of any protected characteristic, including race, color, national origin, religion, sex, familial status, disability, or age. HUD-assisted and HUD-insured housing must be made available to all otherwise eligible individuals regardless of actual or perceived sexual orientation, gender identity, or marital status.



This plan identifies tenants who are eligible for an emergency transfer, the documentation needed to request an emergency transfer, confidentiality protections, how an emergency transfer may occur, and guidance to tenants on safety and security. This plan is based on a model emergency transfer plan published by the U.S. Department of Housing and Urban Development (HUD), the Federal agency that oversees that **[insert name of program or rental assistance here]** is in compliance with VAWA.

Eligibility for Emergency Transfers

A tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking, as provided in HUD’s regulations at 24 CFR part 5, subpart L is eligible for an emergency transfer, if: the tenant reasonably believes that there is a threat of imminent harm from further violence if the tenant remains within the same unit. If the tenant is a victim of sexual assault, the tenant may also be eligible to transfer if the sexual assault occurred on the premises within the 90-calendar-day period preceding a request for an emergency transfer.

A tenant requesting an emergency transfer must expressly request the transfer in accordance with the procedures described in this plan.

Tenants who are not in good standing may still request an emergency transfer if they meet the eligibility requirements in this section.

Emergency Transfer Request Documentation

To request an emergency transfer, the tenant shall notify HP’s management office and submit a



written request for a transfer to **[HP to insert location]**. HP will provide reasonable accommodations to this policy for individuals with disabilities. The tenant's written request for an emergency transfer should include either:

1. A statement expressing that the tenant reasonably believes that there is a threat of imminent harm from further violence if the tenant were to remain in the same dwelling unit assisted under HP's program; OR
2. A statement that the tenant was a sexual assault victim and that the sexual assault occurred on the premises during the 90-calendar-day period preceding the tenant's request for an emergency transfer.

Confidentiality

HP will keep confidential any information that the tenant submits in requesting an emergency transfer, and information about the emergency transfer, unless the tenant gives HP written permission to release the information on a time limited basis, or disclosure of the information is required by law or required for use in an eviction proceeding or hearing regarding termination of assistance from the covered program. This includes keeping confidential the new location of the dwelling unit of the tenant, if one is provided, from the person(s) that committed an act(s) of domestic violence, dating violence, sexual assault, or stalking against the tenant. See the Notice of Occupancy Rights under the Violence Against Women Act For All Tenants for more information about HP's responsibility to maintain the confidentiality of information related to



incidents of domestic violence, dating violence, sexual assault, or stalking.

Emergency Transfer Timing and Availability

HP cannot guarantee that a transfer request will be approved or how long it will take to process a transfer request. HP will, however, act as quickly as possible to move a tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking to another unit, subject to availability and safety of a unit. If a tenant reasonably believes a proposed transfer would not be safe, the tenant may request a transfer to a different unit. If a unit is available, the transferred tenant must agree to abide by the terms and conditions that govern occupancy in the unit to which the tenant has been transferred. HP may be unable to transfer a tenant to a particular unit if the tenant has not or cannot establish eligibility for that unit.

If HP has no safe and available units for which a tenant who needs an emergency is eligible, HP will assist the tenant in identifying other housing providers who may have safe and available units to which the tenant could move. At the tenant's request, HP will also assist tenants in contacting the local organizations offering assistance to victims of domestic violence, dating violence, sexual assault, or stalking that are attached to this plan.

Safety and Security of Tenants

Pending processing of the transfer and the actual transfer, if it is approved and occurs, the tenant is urged to take all reasonable precautions to be safe.

Tenants who are or have been victims of domestic violence are encouraged to contact the



National Domestic Violence Hotline at 1-800-799-7233, or a local domestic violence shelter, for assistance in creating a safety plan. For persons with hearing impairments, that hotline can be accessed by calling 1-800-787-3224 (TTY).

Tenants who have been victims of sexual assault may call the Rape, Abuse & Incest National Network's National Sexual Assault Hotline at 800-656-HOPE, or visit the online hotline at <https://ohl.rainn.org/online/>.

Tenants who are or have been victims of stalking seeking help may visit the National Center for Victims of Crime's Stalking Resource Center at <https://www.victimsofcrime.org/our-programs/stalking-resource-center>.

Attachment: Local organizations offering assistance to victims of domestic violence, dating violence, sexual assault, or stalking.



Attachment 7

Annual Waiting List Update

Date: _____

Re: Waiting List for Winchester Commons

Dear Applicant:

You are currently on the waiting list for an apartment at _____. We are now in the process of updating the wait list. Enclosed you will find information regarding our current rents and income limits to help determine if you are still eligible for an apartment.

It is requested that you complete all relevant information requested on this form. Please return it to the address shown above.

If we do not receive your updated application within thirty (30) days from the date of this letter, your application will be placed in our inactive file and your name will be removed from the waiting list.

Change of address (complete only if your address is different from the one above):

What is your approximate total yearly income (include gross income and any income from assets)? _____

Number of people in family: _____

Family Composition (Please complete this section only if there has been a change in family members):



If you believe that you qualify for priority status, please indicate below.

- Priority 1 - Homeless due to Displacement by Natural Forces
- Priority 2 - Homeless due to Displacement by Public Action (Urban Renewal)
- Priority 3 - Homeless due to Displacement by Public Action (Sanitary Code Violations)
- Priority 4 - Homeless due to Domestic Violence

Notice of your position on our waiting list will be sent to you within 60 days of this letter. This is only an update of your current status. Additional information may be requested at a later date. Your signature below gives consent to Management to verify the information in this application.

I hereby certify that the information contained herein is true and correct:

Signed under the pains and penalties of perjury.

Signature of Applicant

Date

If you have a disability you have the right to request a reasonable accommodation in connection with your application for housing. All information is voluntary and will be treated as confidential.



Attachment 8

Notice of Removal From Waiting List

Date: _____

Re: Waiting List at Waterfield Commons

Dear Applicant:

On _____, this office sent a letter to your last known address to determine if you remain interested in the housing opportunities provided at this development. Thirty days have passed since that letter was sent and we have not received a response from you. As a result of your failure to reply, we must remove your name from our waiting list.

If there is a valid reason as to why you did not respond, we will take that into account in reconsidering the removal of your name from our waiting list. You must respond to this notice in writing within five (5) days. Otherwise, this determination is final.

You may file a new application at any time, provided the waiting list is open, or you may apply at any other affordable development you choose. The removal of your name does not impair your ability to apply elsewhere.

Please call me at _____ if you have any questions.

Sincerely,



WATERFIELD COMMONS

NOAH

PCA

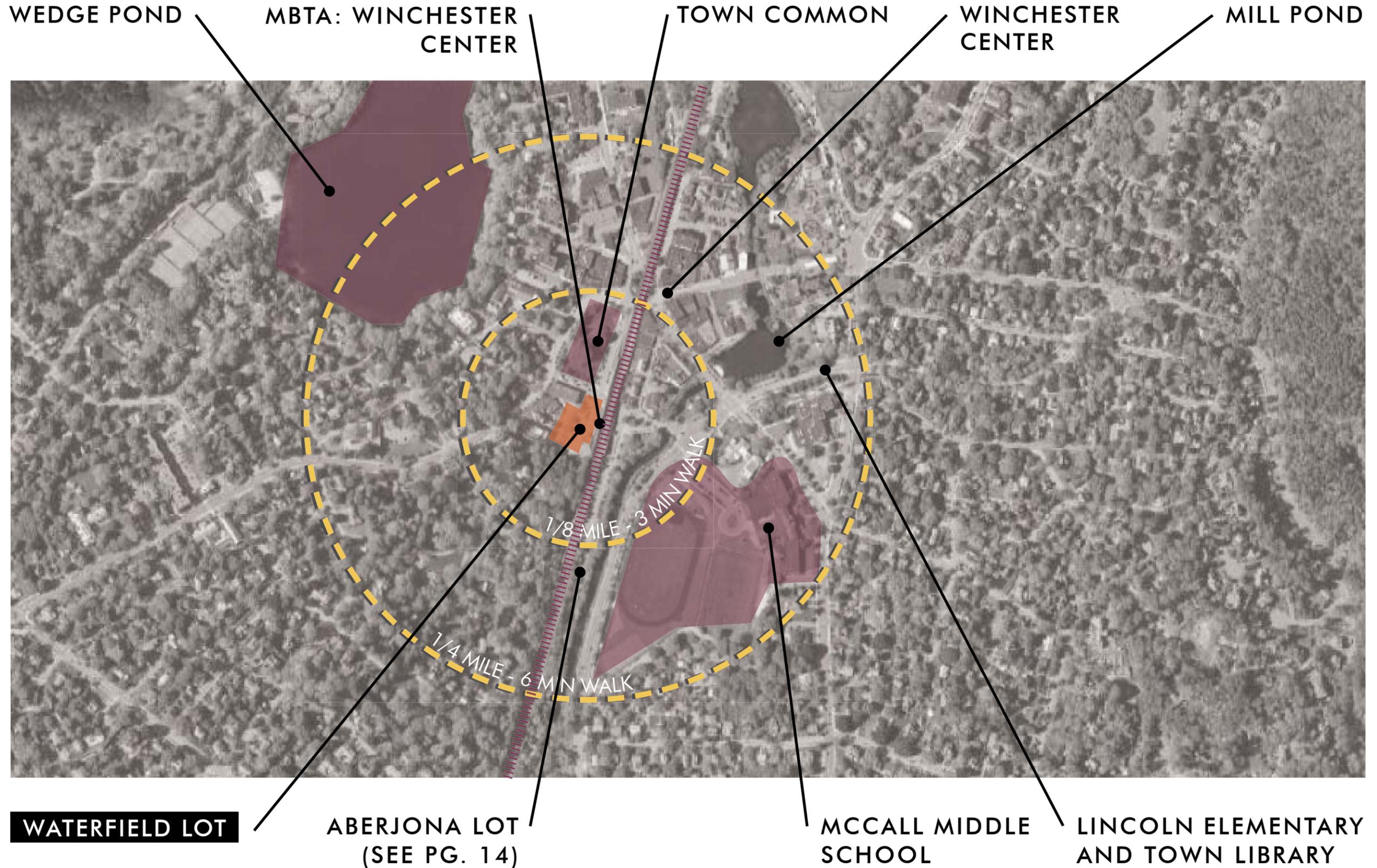
TOWN OF WINCHESTER

WATERFIELD LOT RFP

AUGUST 31, 2020



SITE CONTEXT PLAN



EXISTING SITE ANALYSIS

EXISTING SITE

- The site is situated in a mainly north-south orientation, with a high point at the south west and slight slope of about 6-7 ft. to the east and north.
- A combined 3 lots, it is used as a parking area and the surface is +/- 95% impervious.
- The MBTA Commuter Rail's *Winchester Center Station* is adjacent at the east property line and their proposed design for a new station must be considered in this proposal.
- There are two easements, one existing building and one abandoned parcel within the site.

LOCAL CONTEXT

- The site is located downtown with the historic Town Common located directly across Waterfield St. to the north.
- The downtown is made up of 1, 2 and 3 story, mostly commercial, buildings that utilizes brick, stone and clapboard siding as the primary building materials.
- Within a half-mile radius, there are multiple commercial, civic and recreational locations making this site ideal to bring housing to support a mixed-use downtown.
- An over 10 ft. grade change to the west and existing tree line to the south will help nestle this new dense development into site.





PROCESS

- engage in transparent **DIALOG** with the RFP committee and eventual town agencies
- provide options to the Town and community for input on how the design will best serve them
- work towards a **SHARED VISION** and partnership



COMMUNITY

- create **PUBLIC** green space as an extension of the historic Town Common
- partner with the Chamber of Commerce and Arts Community e.g. Studio on the Common or Griffin Museum
- provide public bicycle and automotive parking



SCALE

- **RESPECT** the scale of the existing downtown while achieving desired density
- provide an **INVITING, SAFE, AND HUMAN-SCALE** pedestrian experience
- cherish the Town Common's history and significance



DESIGN

- provide **DIVERSITY** of housing type options from studios to 3-bedroom units
- leverage existing easements and proposed MBTA platform as opportunities
- support a **TRANSIT ORIENTED** location with site and building features

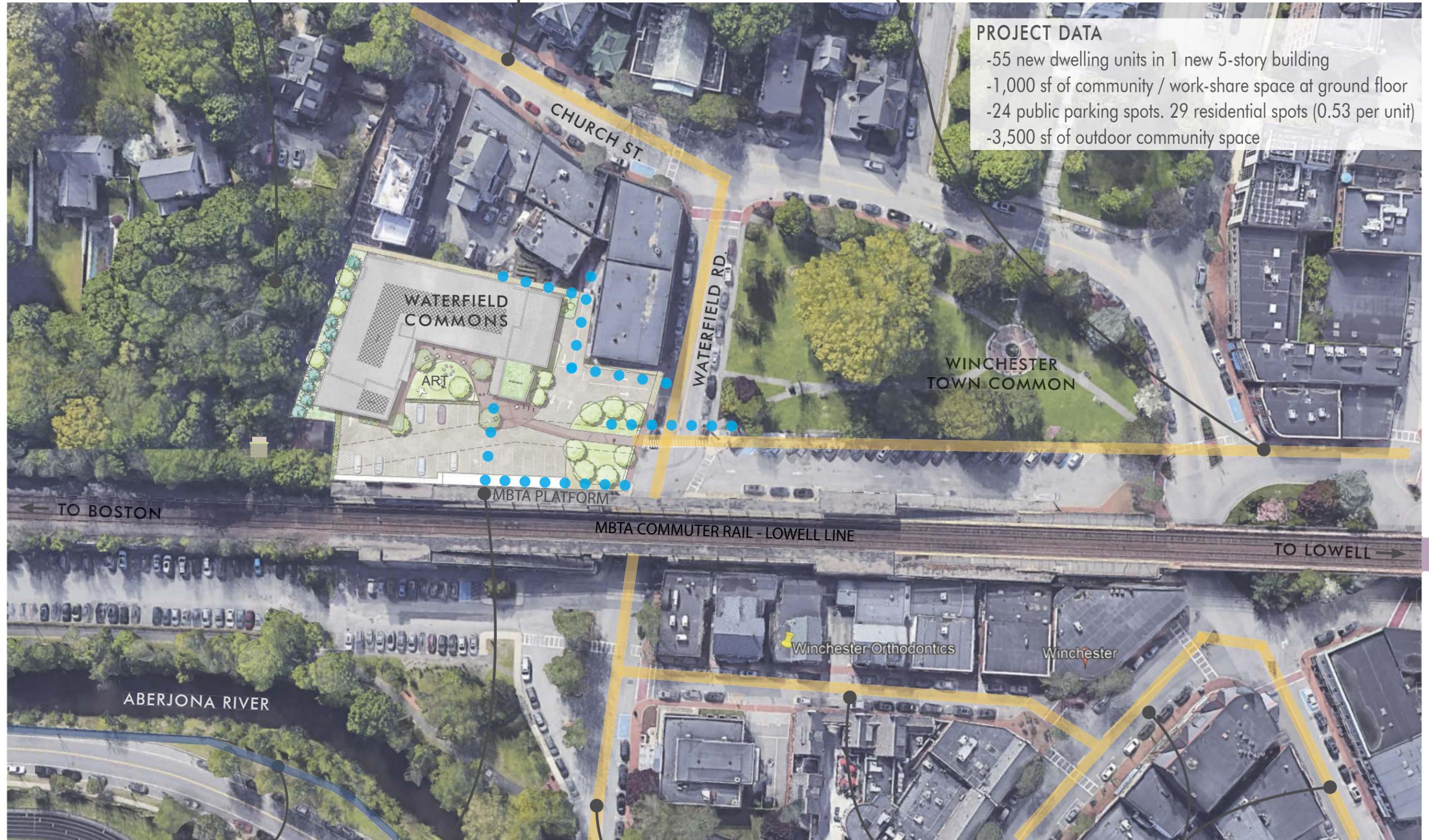


SUSTAINABILITY

- **REDUCE** impervious surfaces by 15% and provide on-site stormwater treatment
- implement on-site solar energy sourcing and **NET-ZERO REDINESS**
- utilize **SUSTAINABLE** building practices for materials, methods and equipment

PROJECT DATA

- 55 new dwelling units in 1 new 5-story building
- 1,000 sf of community / work-share space at ground floor
- 24 public parking spots. 29 residential spots (0.53 per unit)
- 3,500 sf of outdoor community space



Trees buffering residential neighborhood

To Borggaard Beach & Ambrose Elementary (1.0 mi.)

To Main St., grocery store & Elliot Park (1/2 mi.)

← TO BOSTON

MBTA COMMUTER RAIL - LOWELL LINE

TO LOWELL →

ABERJONA RIVER

WATERFIELD COMMONS

ART

MBTA PLATFORM

CHURCH ST.

WATERFIELD RD.

WINCHESTER TOWN COMMON

Winchester Orthodontics

Winchester

Tri-Community Greenway bike trail (1/8" mi.)

Winchester Center train station

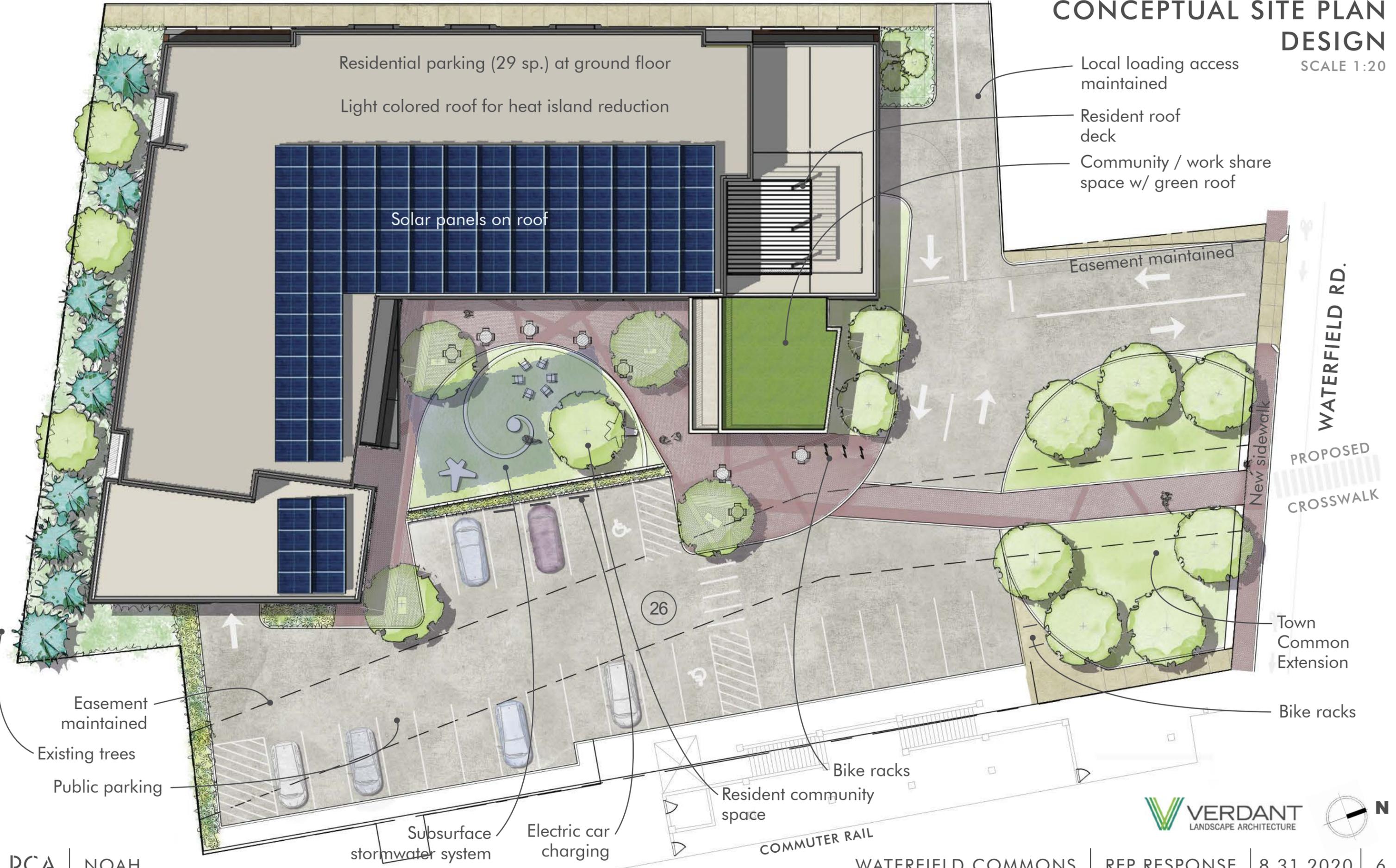
To McCall Middle School (rec. fields), Library and Lincoln Elementary (1/4 mi.)

Local dining and shopping (1/8 - 1/4 mi.)



CONCEPTUAL SITE PLAN DESIGN

SCALE 1:20



Residential parking (29 sp.) at ground floor

Light colored roof for heat island reduction

Solar panels on roof

Local loading access maintained

Resident roof deck

Community / work share space w/ green roof

Easement maintained

WATERFIELD RD.

PROPOSED CROSSWALK

New sidewalk

Town Common Extension

Bike racks

Easement maintained

Existing trees

Public parking

Subsurface stormwater system

Electric car charging

Resident community space

Bike racks

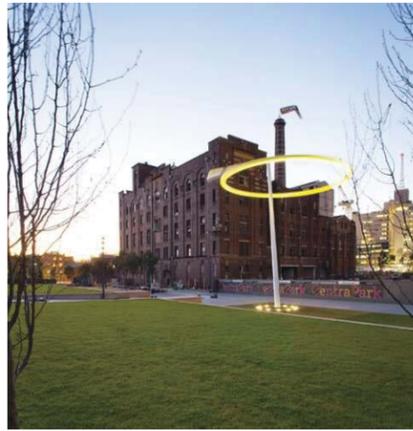
COMMUTER RAIL

VERDANT LANDSCAPE ARCHITECTURE



SITE TREATMENT APPROACH

SCALE 1:30



Sculpture placeholder | Shown above: Halo, an unusual wind-activated kinetic sculpture



Corten Wall at Parking Lot retains slope at interior courtyard and doubles to buffer car headlights



The Escofet Flor is a contemporary and artistically designed bench



Reused Granite Blocks from MBTA demolition placed and aligned with Public Sidewalk



Add sustainable attributes to the roof surfaces such as photovoltaic solar panels and vegetation

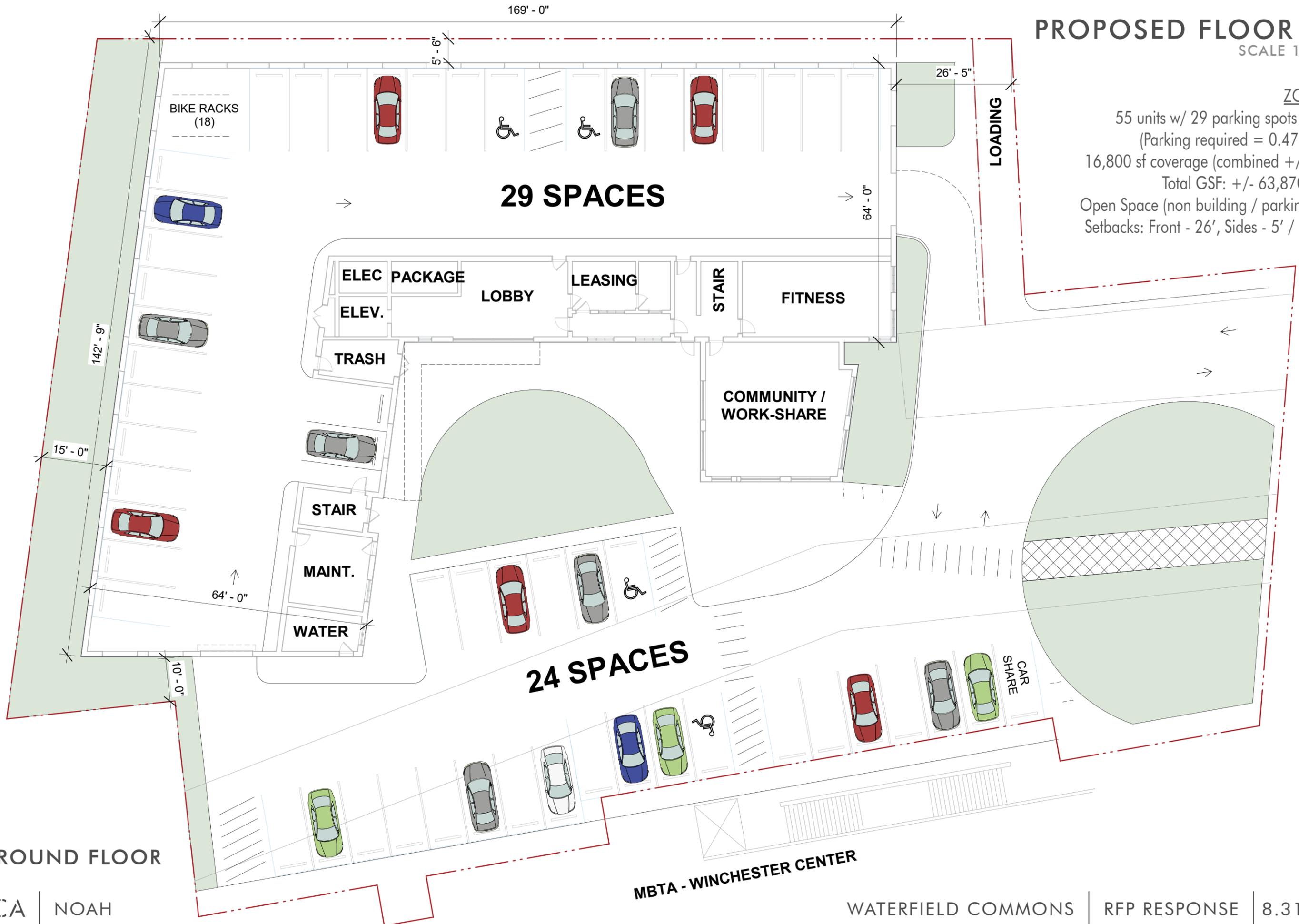


PROPOSED FLOOR PLANS

SCALE 1" = 20' - 0"

ZONING NOTES

55 units w/ 29 parking spots (0.53 per unit)
 (Parking required = 0.47 w/ reductions)
 16,800 sf coverage (combined +/- 45,155sf lot)
 Total GSF: +/- 63,870, FAR = 1.41
 Open Space (non building / parking) = 12,100sf
 Setbacks: Front - 26', Sides - 5' / 10', Rear - 15'

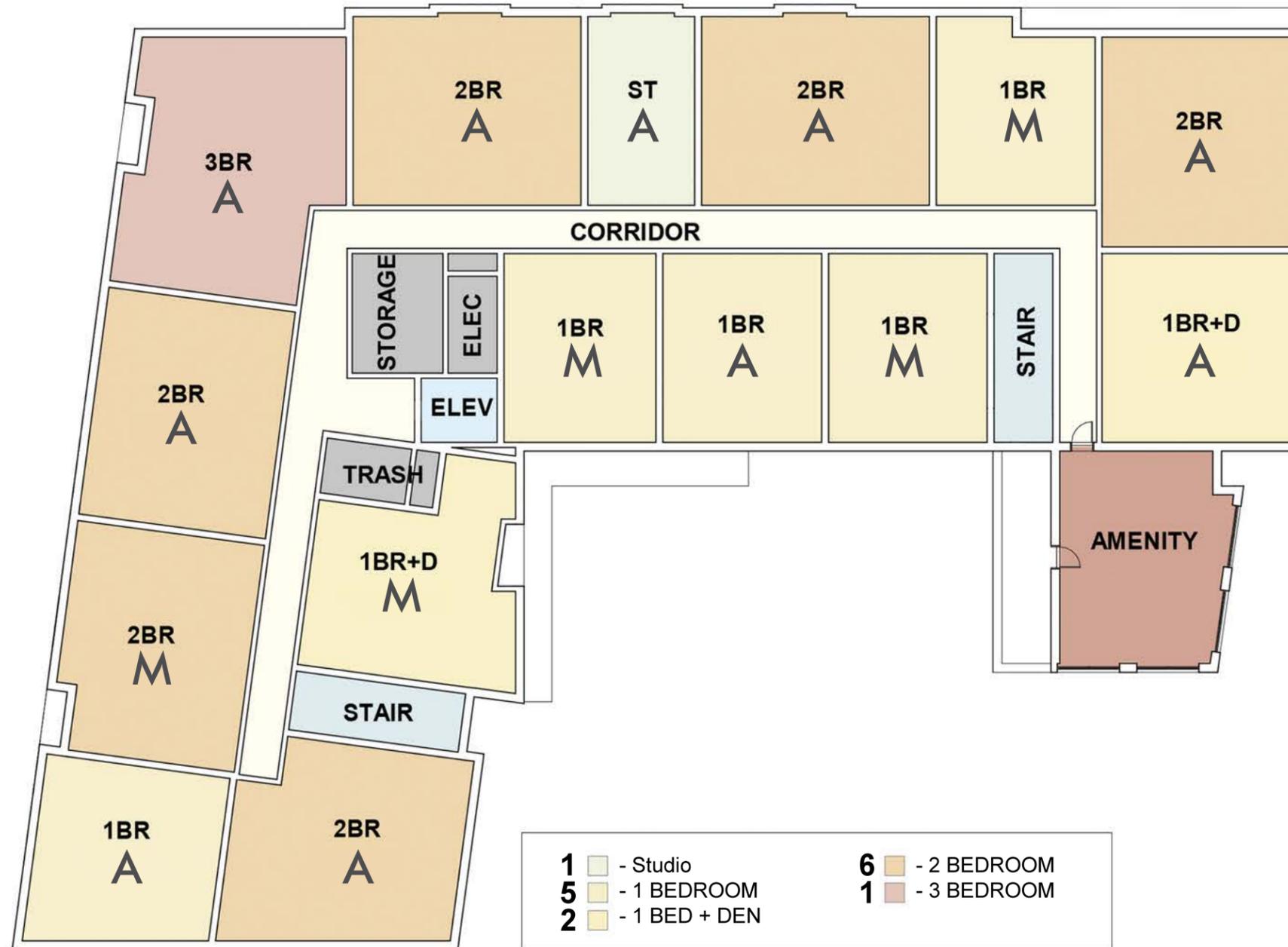


GROUND FLOOR

MBTA - WINCHESTER CENTER

PROPOSED FLOOR PLANS

SCALE 1" = 20' - 0"



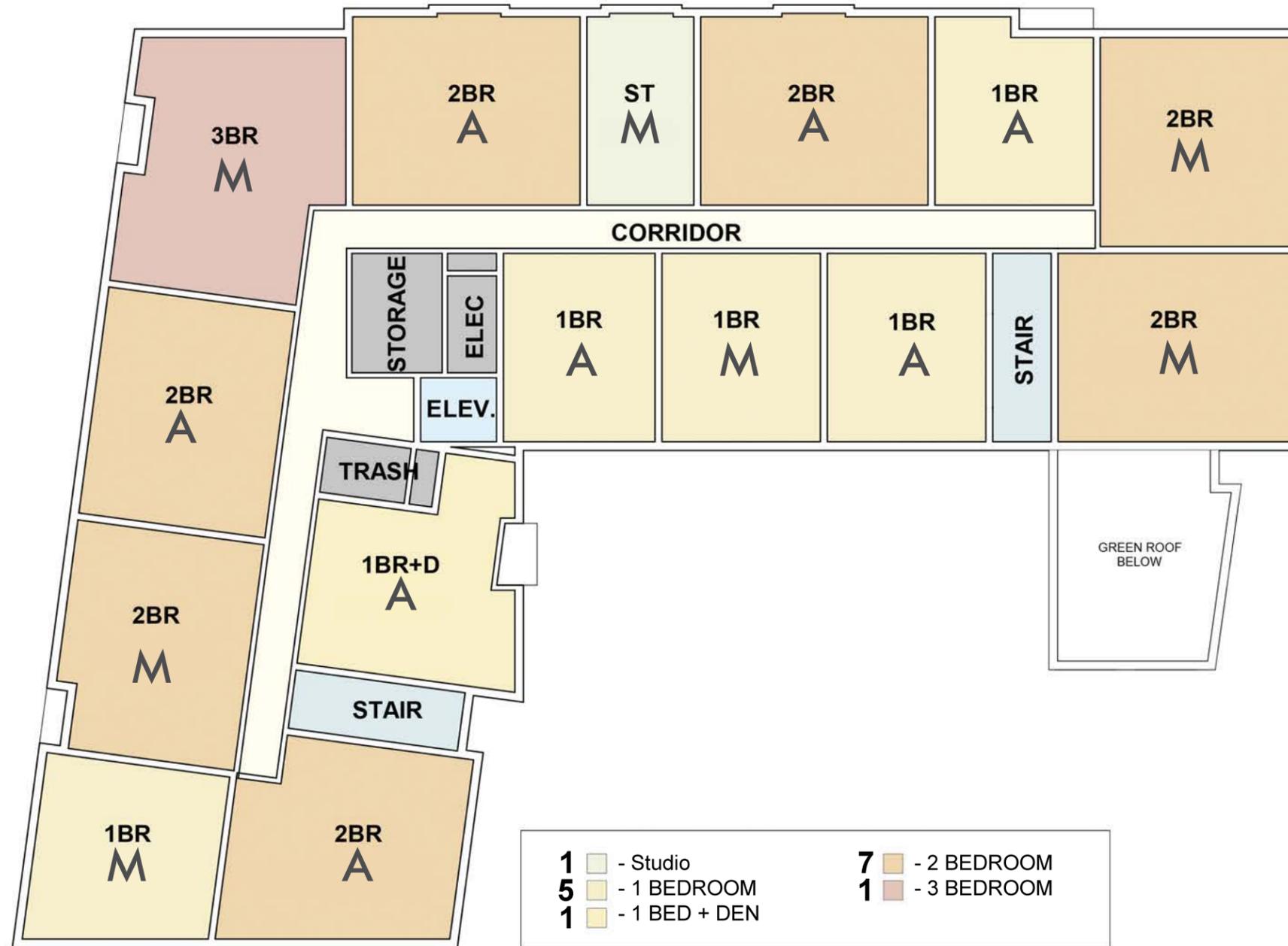
NOTE: LOCATION OF AFFORDABLE UNITS IS SHOWN IN ACCORDANCE WITH THE RFP REQUEST FOR CONCEPTUAL DISPLAY PURPOSES

A = AFFORDABLE, < 80% AMI
M = UNRESTRICTED MARKET RATE

SECOND FLOOR

PROPOSED FLOOR PLANS

SCALE 1" = 20' - 0"



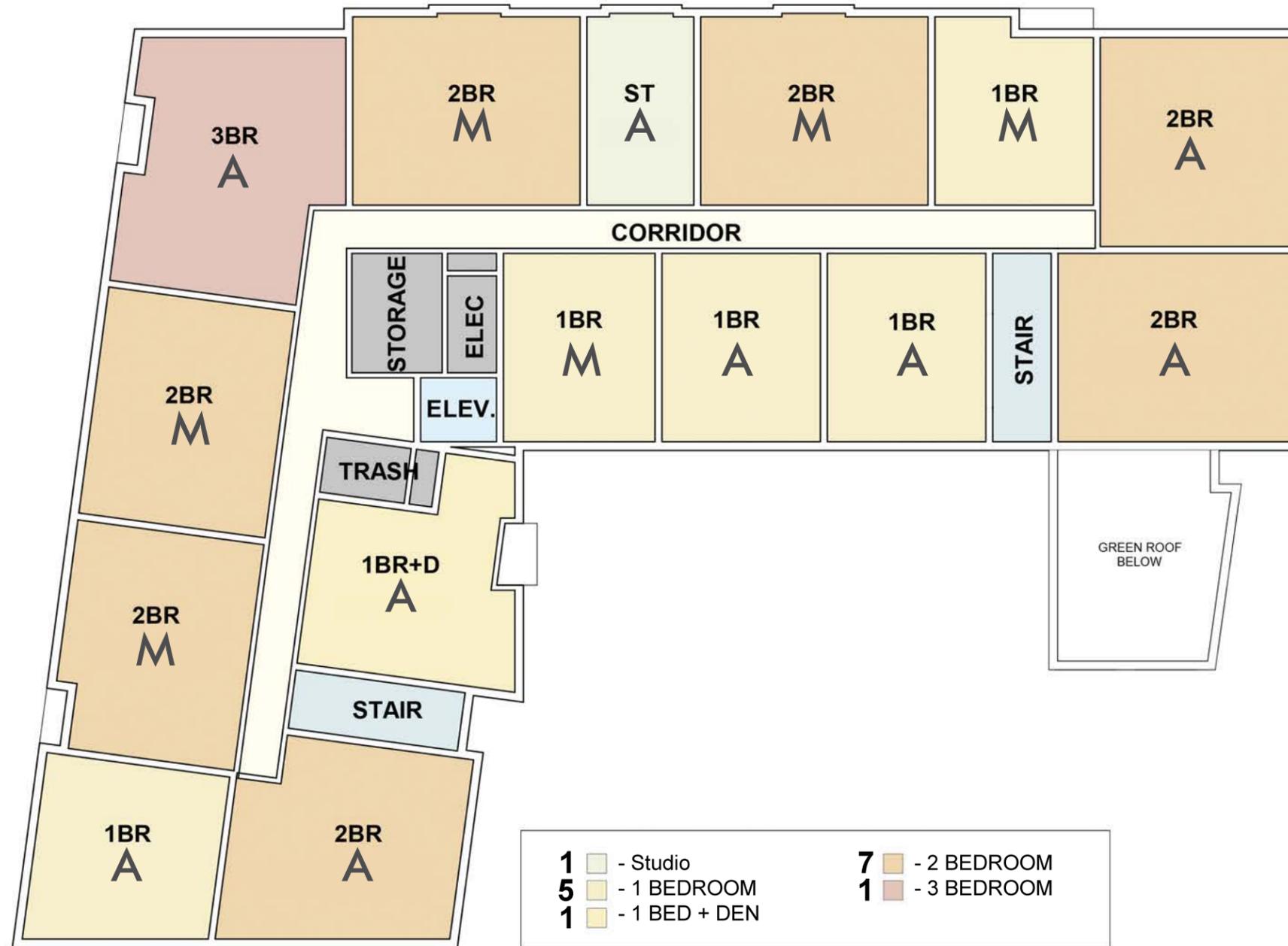
NOTE: LOCATION OF AFFORDABLE UNITS IS SHOWN IN ACCORDANCE WITH THE RFP REQUEST FOR CONCEPTUAL DISPLAY PURPOSES

A = AFFORDABLE, < 80% AMI
M = UNRESTRICTED MARKET RATE

THIRD FLOOR

PROPOSED FLOOR PLANS

SCALE 1" = 20' - 0"



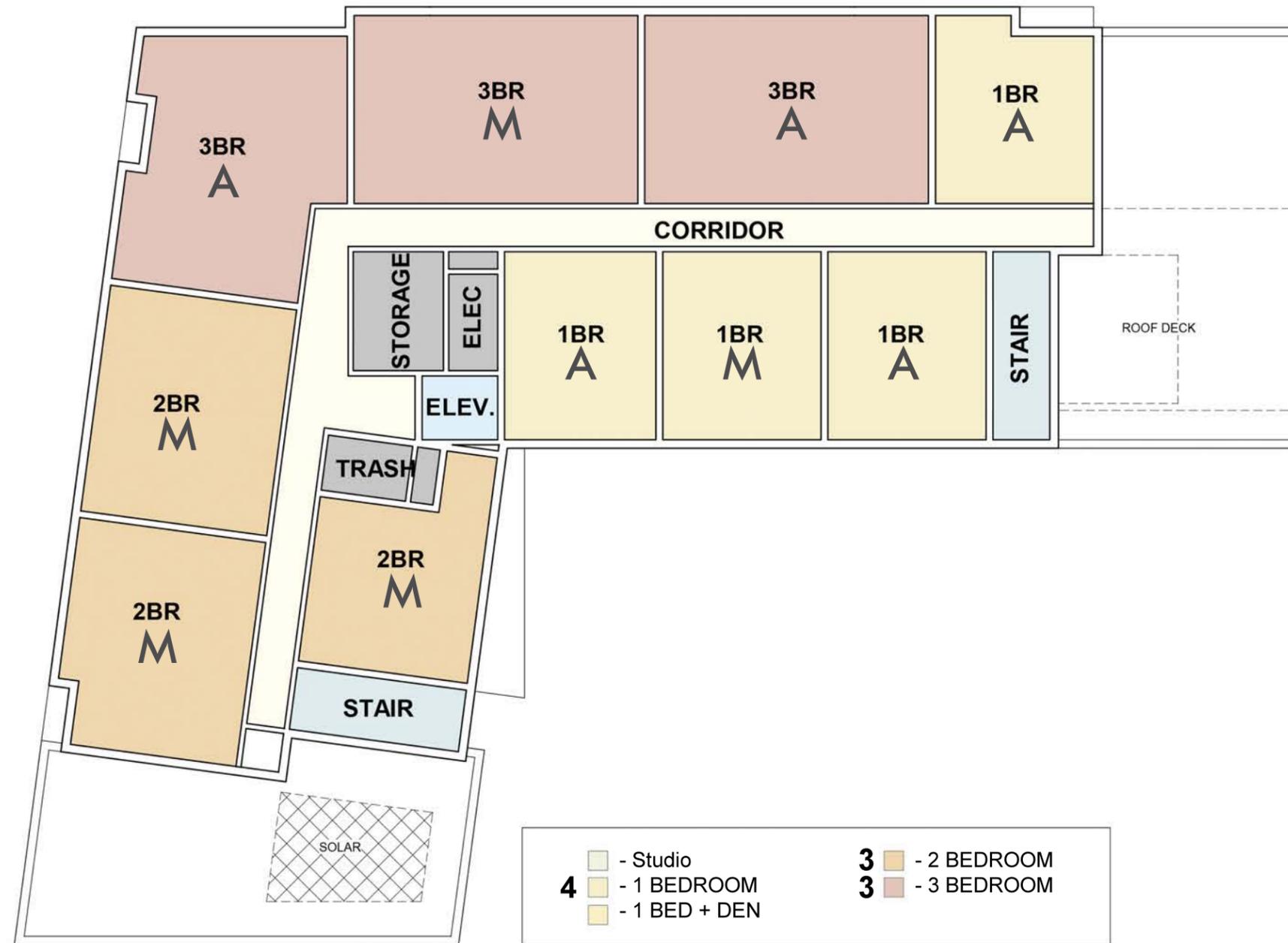
NOTE: LOCATION OF AFFORDABLE UNITS IS SHOWN IN ACCORDANCE WITH THE RFP REQUEST FOR CONCEPTUAL DISPLAY PURPOSES

A = AFFORDABLE, < 80% AMI
M = UNRESTRICTED MARKET RATE

FOURTH FLOOR

PROPOSED FLOOR PLANS

SCALE 1" = 20' - 0"

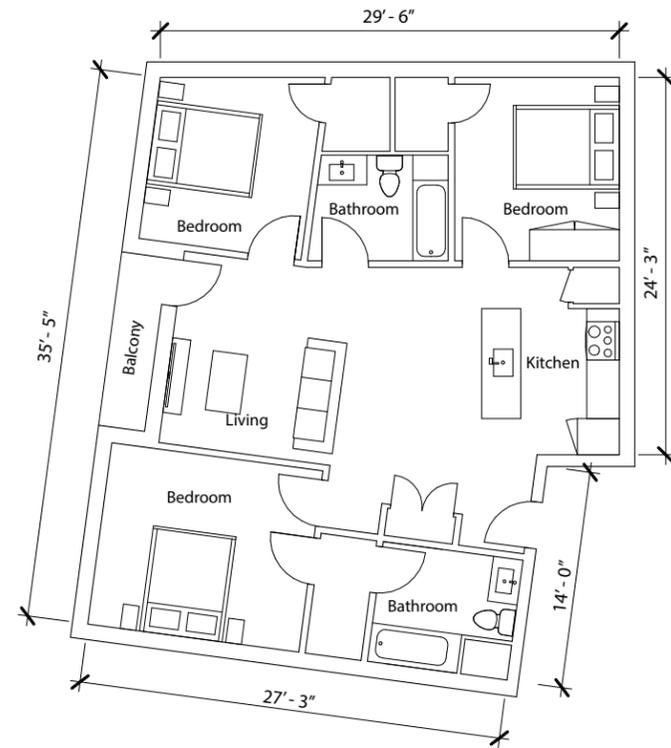


NOTE: LOCATION OF AFFORDABLE UNITS IS SHOWN IN ACCORDANCE WITH THE RFP REQUEST FOR CONCEPTUAL DISPLAY PURPOSES

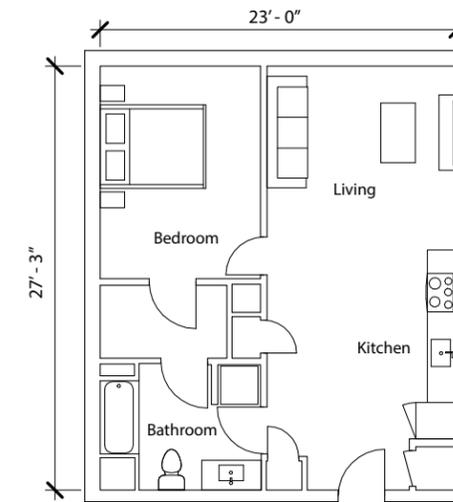
A = AFFORDABLE, < 80% AMI
M = UNRESTRICTED MARKET RATE

FIFTH FLOOR

TYPICAL UNIT PLANS

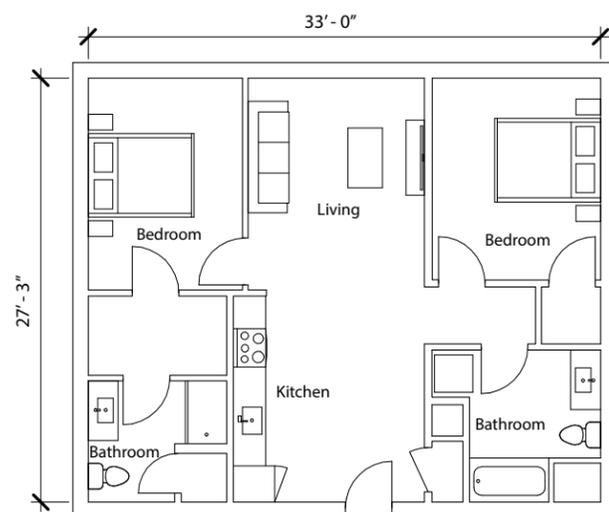


3 BEDROOM

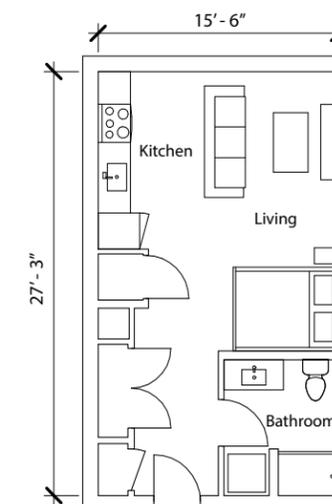


1 BEDROOM

NOTE: ALL FLOOR PLANS AND UNITS ARE THE SAME FOR MARKET RATE AND AFFORDABLE STATUS

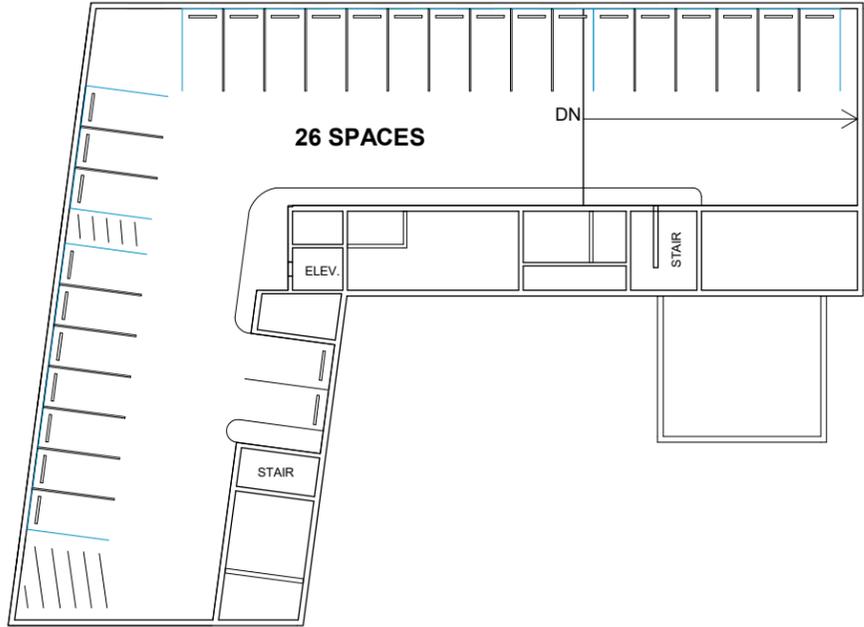


2 BEDROOM

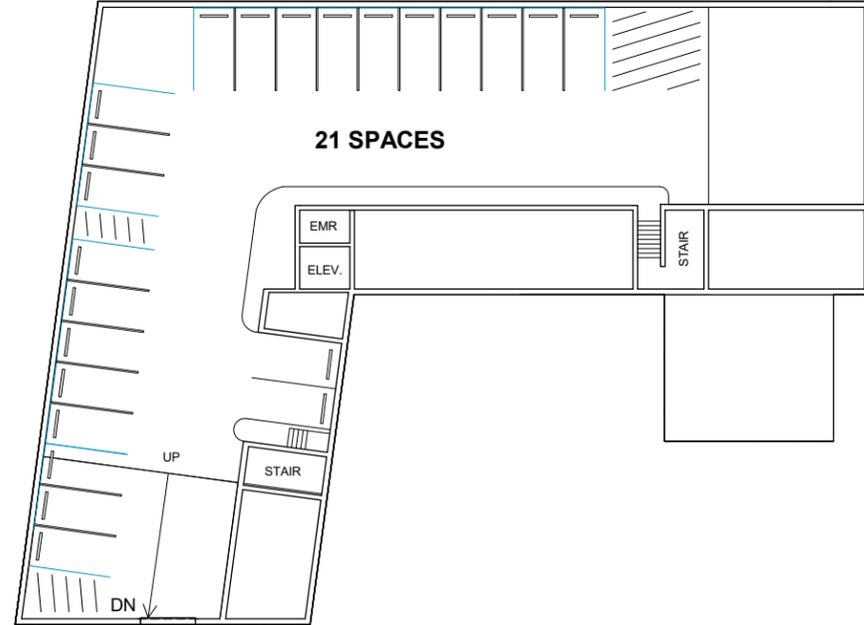


STUDIO

ALTERNATE PARKING SCHEME

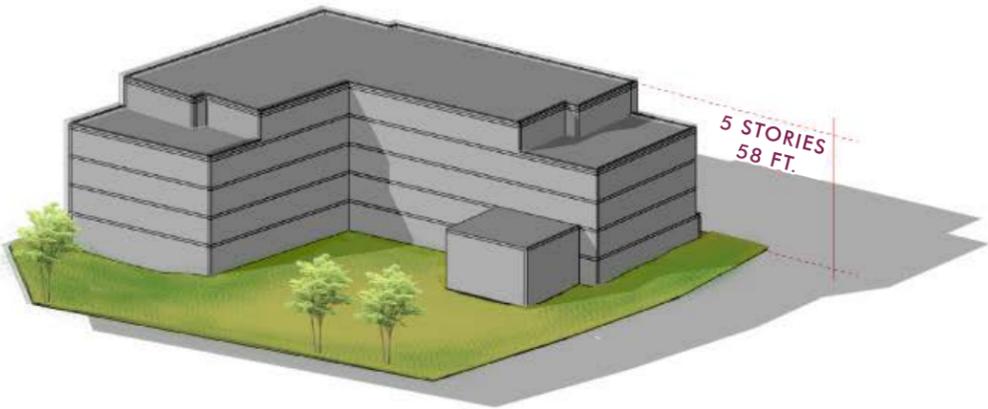


PARKING LEVEL 2



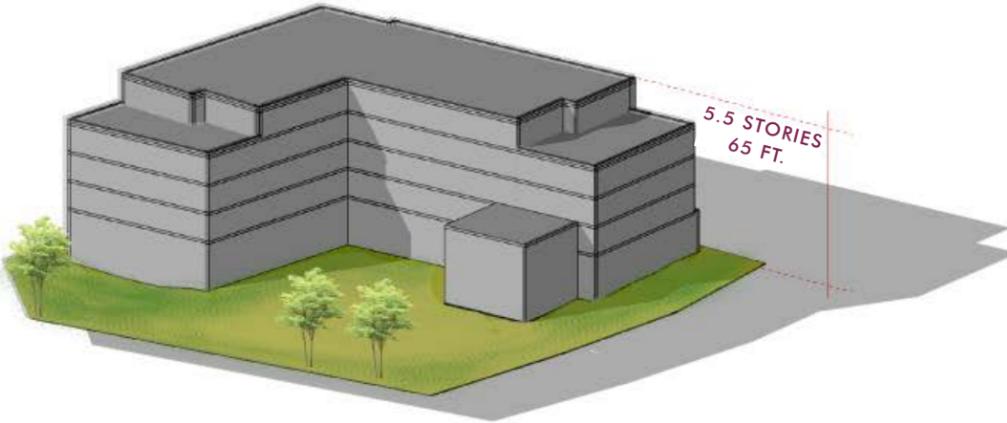
PARKING LEVEL 1

UNDERSTANDING THAT THE TOWN AND COMMUNITY MAY WANT MORE PARKING, THIS ALTERNATE SCHEME PROPOSES A TWO-STORY GARAGE AND TALLER BUILDING.



PREFERRED SCHEME

24 PUBLIC SPACES
 29 RESIDENT SPACES (0.53)
 +/- 58 FT. TALL



ALTERNATE SCHEME

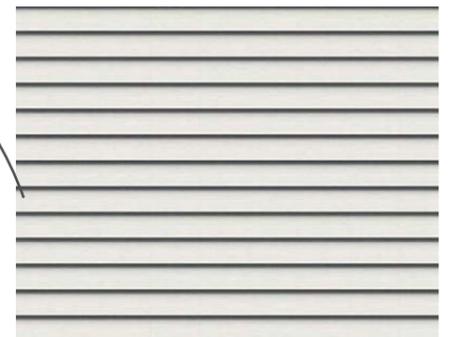
45 PUBLIC SPACES
 26 RESIDENT SPACES (0.47)
 +/- 65 FT. TALL

THE DEVELOPMENT TEAM SURVEYED THE ABERJONA PARKING LOT AND BELIEVES 16-20 ADDITIONAL SPACES CAN BE ACCOMMODATED WITH SOME BRUSH CLEARING AND RESTRIPIING.

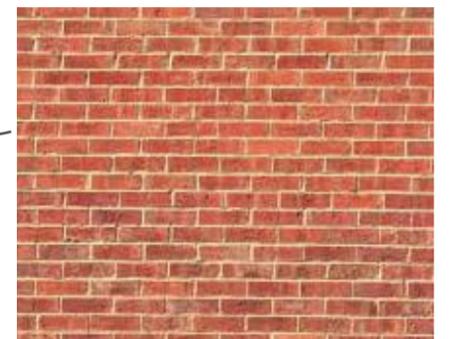
BUILDING ELEVATIONS



Nichiha - Vintage wood - Ash color



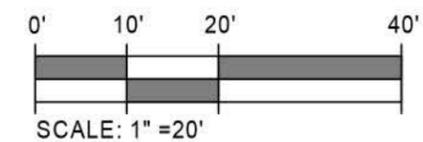
Light Grey Clapboard - Fiber Cement



Red Brick



Split Face CMU



BUILDING ELEVATIONS



Black Picket Juliet Balcony



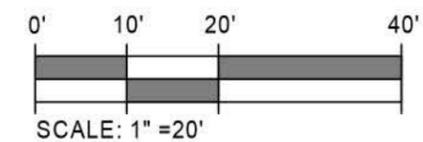
Steel Canopy



Black Metal Storefront



Split Face CMU







PROPOSED RENDERING



EXISTING CONDITIONS



PROPOSED RENDERING



EXISTING CONDITIONS



PROPOSED RENDERING



EXISTING CONDITIONS



LEED v4 for Building Design and Construction: Multifamily Midrise

EXHIBIT A

Project Checklist

Project Name: **Waterfield Commons (Waterfield RFP - Winchester)**
 Date: August 2020 (Conceptual)

Y ? N

2		Credit	Integrative Process	2
10	4	16	Location and Transportation	15
Y		Prereq	Floodplain Avoidance	Required
PERFORMANCE PATH				
		15	Credit LEED for Neighborhood Development Location	15
PRESCRIPTIVE PATH				
7	1	Credit	Site Selection	8
2	1	Credit	Compact Development	3
1	1	Credit	Community Resources	2
	2	Credit	Access to Transit	2
0	2	4	Sustainable Sites	7
Y		Prereq	Construction Activity Pollution Prevention	Required
Y		Prereq	No Invasive Plants	Required
1	1	Credit	Heat Island Reduction	2
	2	1	Credit Rainwater Management	3
1	1	Credit	Non-Toxic Pest Control	2
6	3	1	Water Efficiency	12
Y		Prereq	Water Metering	Required
PERFORMANCE PATH				
		Credit	Total Water Use	12
PRESCRIPTIVE PATH				
4	2	Credit	Indoor Water Use	6
2	1	1	Credit Outdoor Water Use	4
24	13	0	Energy and Atmosphere	37
Y		Prereq	Minimum Energy Performance	Required
Y		Prereq	Energy Metering	Required
Y		Prereq	Education of the Homeowner, Tenant or Building Manager	Required
20	10	Credit	Annual Energy Use	30
4	1	Credit	Efficient Hot Water Distribution	5
	2	Credit	Advanced Utility Tracking	2
5	3	2	Materials and Resources	9
Y		Prereq	Certified Tropical Wood	Required
Y		Prereq	Durability Management	Required
1		Credit	Durability Management Verification	1
2	2	2	Credit Environmentally Preferable Products	5
2	1	Credit	Construction Waste Management	3

10	8	0	Indoor Environmental Quality	18
Y		Prereq	Ventilation	Required
Y		Prereq	Combustion Venting	Required
Y		Prereq	Garage Pollutant Protection	Required
Y		Prereq	Radon-Resistant Construction	Required
Y		Prereq	Air Filtering	Required
Y		Prereq	Environmental Tobacco Smoke	Required
Y		Prereq	Compartmentalization	Required
1	2	Credit	Enhanced Ventilation	3
2		Credit	Contaminant Control	2
2	1	Credit	Balancing of Heating and Cooling Distribution Systems	3
	3	Credit	Enhanced Compartmentalization	3
2		Credit	Enhanced Combustion Venting	2
1	0	Credit	Enhanced Garage Pollutant Protection	1
1	2	Credit	Low Emitting Products	3
1		Credit	No Environmental Tobacco Smoke	1
4	2	0	Innovation	6
Y		Prereq	Preliminary Rating	Required
3	2	Credit	Innovation	5
1		Credit	LEED AP Homes	1
1	3	0	Regional Priority	4
1		Credit	Regional Priority: Specific Credit	1
	1	Credit	Regional Priority: Specific Credit	1
	1	Credit	Regional Priority: Specific Credit	1
	1	Credit	Regional Priority: Specific Credit	1
62	38	23	TOTALS	Possible Points: 110

Certified: 40 to 49 points, Silver: 50 to 59 points, Gold: 60 to 79 points, Platinum: 80 to 110

Waterfield Commons
25-27 Waterfield, Winchester MA
Proposer: Neighborhood of Affordable Housing
Sources and Uses of Funds

EXHIBIT B

SQ Ft Units
63,765 55

Sources	Total	/GSF	/unit	% of TDC
First Mortgage Mass Housing	10,990,361	172.36	199,825	43%
Soft Debt				
Second Mortgage (DHCD HSF)	1,000,000	15.68	18,182	4%
Third Mortgage (DHCD AHTF)	1,000,000	15.68	18,182	4%
Fourth Mortgage (DHCD) HOME	550,000	8.63	10,000	2%
Winchester AHT	895,000	14.04	16,273	4%
Workforce Housing Initiative (DHCD)	1,700,000	26.66	30,909	7%
CATNHP (Commercial Area Transit Node) 50k NTE \$1mm (DHCD)	750,000	11.76	13,636	3%
Soft Debt Subtotal	5,895,000	92.45	107,182	23%
9% LIHTC Equity	6,793,784	106.54	123,523	27%
Ma State LIHTC	1,600,000	25.09	29,091	6%
Deferred Developer Fee	17,735	0.28	322	0%
Total Sources	25,296,880	396.72	459,943	100%
Uses				
LAND	-	-	-	0%
CONSTRUCTION				
Total Construction Contract Amount	16,718,726	262.19	303,977	66%
Construction Contingency	816,344	12.80	14,843	3%
Total Construction	17,535,070	275.00	318,819	69%
SOFT COST				
ARCHITECTURE	1,488,126	23.34	27,057	5.88%
CIVIL/SITE PLAN Engineering	220,950	3.47	4,017	0.87%
FINANCING	400,112	6.27	7,275	2%
PERMITTING	110,500	1.73	2,009	0%
TITLE & SURVEYS	211,631	3.32	3,848	1%
LEGAL	277,000	4.34	5,036	1%
OWNER COSTS DURING CONSTRUCTION	210,000	3.29	3,818	1%
INSURANCE & BONDS	165,515	2.60	3,009	1%
TAXES	35,000	0.55	636	0%
ACCOUNTING	36,000	0.56	655	0%
OWNER REIMBURSABLE EXPENSES	30,000	0.47	545	0%
SOFT COST CONTINGENCY	175,000	2.74	3,182	1%
Soft Costs Subtotal	3,359,834	52.69	61,088	13%
Developer fee/DEV OHP	2,364,490	37.08	42,991	9%
Marketing/Working Cap/Oper & Repl Reserves	1,087,486	17.05	19,772	4%
INTEREST EXPENSE & INTEREST EARNED	950,000	14.90	17,273	4%
Total Uses	25,296,880	396.72	459,943	100%

NOAH RFP RESPONSE		Project Name: Waterfield Commons		EXHIBIT C	
Construction Cost Estimate					
Place check in adjacent box if Davis Bacon Wage Rates were used in determining Construction Cost			Cost		Cost/ SF
1. General Requirements (3%- 6%)		\$	859,310		\$13.48
2. a. Site Work		\$	847,331		\$13.29
b. Off-Site Work - brush clearing and line striping asphalt repair Aberjona Lot creates additional 15-20 Winchester Community parking spaces		\$	25,000	\$	0.39
c. Env Remediation removal from Chamber bldg		\$	111,350	\$	1.75
d. Demolition		\$	553,550	\$	8.68
3. Concrete		\$	1,093,448	\$	17.15
4. Masonry		\$	810,438	\$	12.71
5. Metals		\$	926,215	\$	14.53
6. Woods and Plastics		\$	1,183,497	\$	18.56
7. Thermal		\$	1,916,751		\$30.06
8. Doors and Windows		\$	720,390		\$11.30
9. Finishes		\$	1,067,720		\$16.74
10. Specialties		\$	90,049		\$1.41
11.. Equipment		\$	115,777		\$1.82
12. Furnishings		\$	424,515		\$6.66
13. Special Construction					\$0.00
14. Conveying Systems		\$	566,020		
15. Mechanical					
a. Heating/ Ventilation		\$	1,110,395		\$17.41
b. Plumbing		\$	1,041,992		\$16.34
c. Fire Protection/ Sprinklers		\$	385,923		\$6.05
16. Electrical					
a. Electrical		\$	1,086,894		\$17.05
b. Fire Alarm System(s)		\$	244,569		3.84
		Subtotal	\$ 15,181,134		
		LOC Building Permit	\$ 391,845		
		Builders Overhead (2%)	\$ 286,437		
		Profit (6%)	\$ 859,310		
		TOTAL	\$ 16,718,726		\$262.19

Waterfield Commons **25-27 Waterfield, Winchester MA** **EXHIBIT D**
20 Year Rental Operating Pro-forma **Proposer: Neighborhood of Affordable Housing**

EXHIBIT D

Revenue	Stabilized	Trending	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15	Year 16	Year 17	Year 18	Year 19	Year 20
Rental Income																						
5120.00 - Affordable Income	\$1,302,613	2.00%	\$1,302,613	\$1,328,665	\$1,355,238	\$1,382,343	\$1,409,990	\$1,438,190	\$1,466,953	\$1,496,292	\$1,526,218	\$1,556,743	\$1,587,877	\$1,619,635	\$1,652,028	\$1,685,068	\$1,718,770	\$1,753,145	\$1,788,208	\$1,823,972	\$1,860,452	\$1,897,661
5121.00 - Tenant Assistance Payments	\$0	2.00%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
5122.00 - Market Rate Income	\$0	2.00%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Rental Income	\$1,302,613		\$1,302,613	\$1,328,665	\$1,355,238	\$1,382,343	\$1,409,990	\$1,438,190	\$1,466,953	\$1,496,292	\$1,526,218	\$1,556,743	\$1,587,877	\$1,619,635	\$1,652,028	\$1,685,068	\$1,718,770	\$1,753,145	\$1,788,208	\$1,823,972	\$1,860,452	\$1,897,661
Financial Income																						
5410.01 - Interest Money Market	\$0	5.00%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
5440.01 - Interest Repl Res Money Market	\$0	2.00%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Financial Income	\$0		\$0																			
Other Income																						
5910.00 - Laundry and Vending Revenue	\$71,500	2.00%	\$71,500	\$72,930	\$74,389	\$75,876	\$77,394	\$78,942	\$80,521	\$82,131	\$83,774	\$85,449	\$87,158	\$88,901	\$90,679	\$92,493	\$94,343	\$96,230	\$98,154	\$100,117	\$102,120	\$104,162
5920.00 - Tenant Parking	\$60,000	2.00%	\$60,000	\$61,200	\$62,424	\$63,672	\$64,946	\$66,245	\$67,570	\$68,921	\$70,300	\$71,706	\$73,140	\$74,602	\$76,095	\$77,616	\$79,169	\$80,752	\$82,367	\$84,014	\$85,695	\$87,409
5990.00 - Miscellaneous Revenue	\$7,700	2.00%	\$7,700	\$7,854	\$8,011	\$8,171	\$8,335	\$8,501	\$8,671	\$8,845	\$9,022	\$9,202	\$9,386	\$9,574	\$9,765	\$9,961	\$10,160	\$10,363	\$10,570	\$10,782	\$10,997	\$11,217
Total Other Income	\$139,200		\$139,200	\$141,984	\$144,824	\$147,720	\$150,675	\$153,688	\$156,762	\$159,897	\$163,095	\$166,357	\$169,684	\$173,078	\$176,539	\$180,070	\$183,671	\$187,345	\$191,092	\$194,914	\$198,812	\$202,788
Net Rental Income and Ancillary Income	\$1,441,813		\$1,441,813	\$1,470,649	\$1,500,062	\$1,530,063	\$1,560,664	\$1,591,878	\$1,623,715	\$1,656,189	\$1,689,313	\$1,723,100	\$1,757,562	\$1,792,713	\$1,828,567	\$1,865,138	\$1,902,441	\$1,940,490	\$1,979,300	\$2,018,886	\$2,059,263	\$2,100,449
Vacancy, Losses & Concessions																						
5220.00 - Vacancy- Apartments	\$72,091	2.00%	\$72,091	\$73,532	\$75,003	\$76,503	\$78,033	\$79,594	\$81,186	\$82,809	\$84,466	\$86,155	\$87,878	\$89,636	\$91,428	\$93,257	\$95,122	\$97,024	\$98,965	\$100,944	\$102,963	\$105,022
5250.00 - Rental Concessions & Bad Debt	\$0	2.00%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Vacancy, Losses & Concessions	\$72,091		\$72,091	\$73,532	\$75,003	\$76,503	\$78,033	\$79,594	\$81,186	\$82,809	\$84,466	\$86,155	\$87,878	\$89,636	\$91,428	\$93,257	\$95,122	\$97,024	\$98,965	\$100,944	\$102,963	\$105,022
Total Income	\$1,369,722		\$1,369,722	\$1,397,116	\$1,425,059	\$1,453,560	\$1,482,631	\$1,512,284	\$1,542,529	\$1,573,380	\$1,604,848	\$1,636,945	\$1,669,683	\$1,703,077	\$1,737,139	\$1,771,881	\$1,807,319	\$1,843,465	\$1,880,335	\$1,917,941	\$1,956,300	\$1,995,426
				2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%

EXHIBIT E**Waterfield Commons Predevelopment Budget**

Budget Item	Actual	Pre Dev Budget	Remaining
Architect	\$ -	\$ 400,000.00	\$ 400,000.00
Engineer	\$ -	\$ 75,000.00	\$ 75,000.00
Survey	\$ -	\$ 15,000.00	\$ 15,000.00
Legal - Permitting	\$ -	\$ 95,000.00	\$ 95,000.00
Legal MBTA	\$ -	\$ 20,000.00	\$ 20,000.00
Appraisal/Market Study	\$ -	\$ 15,000.00	\$ 15,000.00
Legal - Financing	\$ -	\$ 15,000.00	\$ 15,000.00
Environmental Assessment	\$ -	\$ 25,000.00	\$ 25,000.00
PB Zoning Application fees Consultant review	\$ -	\$ 22,500.00	\$ 22,500.00
DHCD Finance Application fees	\$ -	\$ 7,500.00	\$ 7,500.00
Total	\$ -	\$ 690,000.00	\$ 690,000.00

Waterfield Commons EXHIBIT L



Task Name	Duration	Start	Finish	2021				2022				2023				
				Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	
1																
2	Land Agreement designation by Town of Winchester	22d	11/01/20	11/30/20	■											
3	Due Diligence start of predevelopment (concept planning, schmetic design)	64d	12/01/20	02/26/21	■	■										
4	Proposed work shop meeting with the Planning Board to review the proposed concept plans for input prior to making application submission to the Planning Board	10d	03/01/21	03/12/21		■										
5	Application submission to Planning Board	5d	03/15/21	03/19/21		■										
6	Start to Finalization of a Special Permit application for the project within the PUD overlay and related land use/environmental permitting (See footnote 1)	182d	03/22/21	11/30/21		■	■	■								
7	Make initial pre-application to MA DHCD to be invited to the February 2021 application round	23d	12/01/21	12/31/21				■								
8	Second Phase of Due diligence to prepare 70% construction bid set drawings per DHCD requirements for funding	87d	12/01/21	03/31/22				■	■	■						
9	Make funding application to MA DHCD (See footnote 2)	20d	02/01/21	02/26/21		■										
10	MA DHCD award announcement	22d	07/01/21	07/30/21			■									
11	Financial Closing	77d	08/01/21	11/15/21			■	■								
12	Construction Timeline	359d	11/16/21	03/31/23				■	■	■	■	■				
13	Marketing Lease up timeline	184d	12/01/22	08/15/23									■	■	■	■
14	Initial occupancy to 100% complete move in	98d	04/01/23	08/15/23										■	■	■
15																
16																
17	If we need to apply to MBTA for being within 30ft of MBTA property the turn around time is typically 3-4 months and we would make this application commensurate with the timeline presented seeking finalization of Planning Board approval. In addition under c.40, 54A there may be a need for a determination from MA DOT this time frame is typically 3 months and would be sought commensurate within the time frame for seeking Planning Board approval															
18	This schedule is based upon a November 2020 lease agreement designation as called out in the RFP. If lease designation is delayed the ability to submit a one stop pre-application and application as presented may be compromised and delayed to 2022															
19																



Community Development Banking
225 Franklin Street
MA1-225-02-02
Boston, MA 02110

Elizabeth Gruber
Senior Vice President
P: 617.346.1060 F: 617.346.2724
elizabeth.gruber@baml.com

August 28, 2020

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

Dear Manager Wong:

I am pleased to provide this letter of reference and support and express our interest to provide construction, permanent financing and tax credit syndication for Neighborhood of Affordable Housing's (NOAH) Request for Proposal (RFP) submission to the Town of Winchester for the Transit Oriented Development site located at 25-27 Waterfield Road, Winchester MA.

We have had a successful experience working in partnership with NOAH on similar transactions and we highly recommend NOAH for this development opportunity with the Town of Winchester.

NOAH's development experience with a focus on TOD, mixed -use, and mixed income multifamily development has proven to be a catalyst for TOD communities, attracting and initiating more development that further spurs growth in the market. The NOAH team partners with community neighborhood groups and public officials in the cities and town where they work to respond to the needs of the community and to ensure the success of each project for all stakeholders.

We urge you to favorably consider NOAH's RFP response, and we look forward to working with you and NOAH, if they are successful in winning the opportunity to develop this important project.

Sincerely,

cc: Philip Giffey, Executive Director, NOAH

Boston Capital

August 28, 2020

Phillip Giffie
Neighborhood of Affordable Housing (NOAH)
143 Border Street
East Boston, MA 02128

RE: Town of Winchester Property
25-27 Waterfield Road/9 148 0
0 Waterfield Road/9 175 0
0 Waterfield Road/9 150 0

Dear Phil:

This letter is in support of and to express our financial interest to provide tax credit syndication for NOAH's response to the RFP for the acquisition of the above parcel of land in Winchester, Massachusetts, known as 25-27 Waterfield Road +/- 0.98 acres; +/- 43,389 square ft. as recorded.

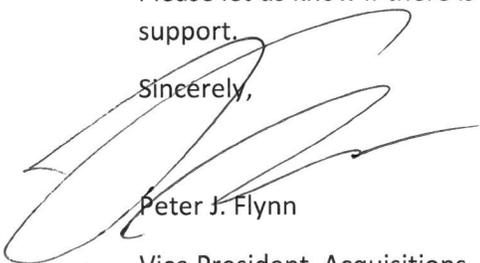
Boston Capital has identified NOAH as a primary new relationship target due to their extraordinary track record in providing mixed-income housing and other much needed services to the residents of Eastern Massachusetts. Our desire to work with you on mixed income and affordable projects comes from the strong recommendation of many of the investor and development partners/consultants we work with in the New England area.

Given these strong recommendations throughout the affordable community, NOAH is a highly-valued target of Boston Capital, and if selected for this RFP, we welcome the opportunity to learn more about the proposed plan and work with your organization on this exciting initiative. We expect, like all of the projects that NOAH has undertaken, that this one would be of great success, as well as a catalyst for further redevelopment of the surrounding community.

Our firm on behalf of our investors has invested in a number of affordable, mixed-income and mixed use housing developments in Greater Boston area and would love the opportunity to partner with you financially to provide tax credit syndication /equity on a development in Winchester as it is a vibrant community that affordable housing would thrive in.

Please let us know if there is anything further that we can provide you in connection with this letter of support.

Sincerely,



Peter J. Flynn

Vice President, Acquisitions

CERTIFICATE OF VOTE (required if Contractor is a Corporation)

I, ROBERT SCHMIDT hereby certify that I am duly qualified and Acting Secretary of

NOAH and I further certify that a meeting of the Directors of said

Company, duly called and held on 8/13/20, 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)

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.

Philip R Giffes

*Signature of Individual or Corporate Name (Mandatory)

By: Executive Director NOAH, Inc
Corporate Officer (Mandatory, if Applicable)

04-2964630

**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.

Required Forms

NON-COLLUSION AFFIDAVIT OF BIDDER

State of Massachusetts

SS

County of Suffolk

Philip Giffee, being duly sworn, deposes
and says that:

- (1) He is (owner, partner, officer, representative or agent) of NOAH, 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.

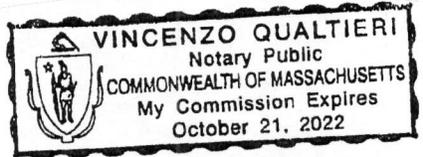
Signed: Philip R Giffee

Title: Executive Director

Subscribed and sworn to before me this 28 day of August, 2020

Title: Vincenzo Qualtieri

My Commission Expires: October 21, 2022



**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:

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

(3) PUBLIC AGENCY PARTICIPATING in TRANSACTION:

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

(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>
_____	_____
_____	_____

(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>
_____	_____
_____	_____

**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.

Philip R Giffee

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

Philip R Giffee

AUTHORIZED SIGNATURE of DISCLOSING PARTY

August 19, 2020

DATE (MM / DD / YYYY)

Philip R Giffee

PRINT NAME & TITLE of AUTHORIZED SIGNER