



Photo: Bevan Way, Orleans

**Habitat for Humanity of Cape Cod, Inc.
QUANSET ROAD COMMUNITY HOUSING
TOWN OF ORLEANS**

**Community Preservation Act Application
NOVEMBER 27, 2019**

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Town of Orleans

19 School Road Orleans Massachusetts 02653-3699
Telephone (508) 240-3700 – Fax (508) 240-3388

COMMUNITY PRESERVATION PROJECT APPLICATION

Submission Date: November 25, 2019

Project Title: Quanset Rd Community Housing

Applicant (note if public or private): Habitat for Humanity of Cape Cod, Inc. (private)

Address: 411 Main St. (6A), Yarmouth Port, MA. 02675

Telephone: (508) 362-3559

E-mail: cduren@habitatcapecod.org

Federal Tax Identification Number (if non-profit): 22-2900430

Contact Person (Name & Telephone): Christine Duren, CPC Liaison

Project purpose (Check all that apply):

Open Space

Historic Preservation

Community Housing

Recreation

Project Location/Address: 15 Quanset Rd, South Orleans

Community Preservation Funding Request: \$50,000 (pre-development costs including various soft costs, building materials)

Brief Project Summary, Including Justification of Project Category Checked Above:

Habitat for Humanity of Cape Cod, Inc. is requesting funds to build one high-quality affordable home on the .53-acre by-right parcel located at 15 Quanset Rd. Location: Map/Parcel 74/31 (Attachment A). The home at 15 Quanset Rd will be a 2-bedroom Cape-style ranch with a porch. The proposed home is 972 square feet, plus a 108-sf farmer's porch, one full bath and a full unfinished basement. (Attachment C) The floor plan can be adapted to accommodate for disabilities if our selected buyer-family needs ADA accommodations.

We will incorporate low-impact landscaping which includes an 8 x 10 storage shed. All Habitat homes, including the subject, meet or exceed DHCD Design and Construction Standards including requirements for square footage, and bathrooms. Our homes comply with all applicable building codes.

Habitat Cape Cod will use our proven traditional "sweat equity" model to build the affordable home. With this model our selected purchaser will partner with Habitat Cape Cod and devote 250 to 500 hours building their home alongside community volunteers. The home will be sold to a selected family based on their having a severe need for affordable housing, willingness to actively partner in the construction of their home, and the ability to pay the monthly mortgage plus escrow for taxes and insurance.

The home will be deeded with an affordable housing deed restriction to keep the home affordable in perpetuity, thereby permanently adding to Orleans' affordable housing inventory.

This Habitat home will be priced affordably into perpetuity at or below 80% of AMI (at Habitat's discretion, the first sale may be at 60 or 65% of area median income). This home sale price will be at or around \$141,250 for this 2-bedroom home. This price is based on 2019 pricing levels, and for a home sold to the lowest income group. There may be slight adjustments to the home's sale price, in keeping with DHCD/HUD guidelines at the time of sale. In all cases, the Habitat home will be secured by a DHCD Regulatory Agreement and Deed Rider and Affordable in perpetuity as well as eligible for inclusion on the Town's Subsidized Housing Inventory.

NOTE: In addition to this CPA Grant Application requesting funds for the site work, infrastructure, and construction of the subject home, Habitat is also submitting a similar request to the Orleans Affordable Housing Trust (OAHT). This allows both entities (CPC and OAHT) to determine the best and most efficient pathway for review, analysis, and approval of the grant request.

At the encouragement of the Orleans Affordable Housing Committee, Habitat sought out land in the Town of Orleans and once identified, Habitat requested and received OAHT land acquisition funds for the purpose of this one home build.

OAHT/Habitat History: Attachment B

- May 1, 2019: OAHT granted Habitat \$200,000 for purchase of the .53-acre parcel at 15 Quanset Rd.
- May 20, 2019: The Purchase & Sale Agreement with the landowner was executed.
- July 2, 2019: The Grant Agreement between Habitat and OAHT executed.
- July 26, 2019: Deed was recorded.

Please attach the following information with all applications:

- **Detailed Narrative:** A complete and detailed description of the project including goals and objectives, consistency with Community Preservation Act goals, compatibility with the Orleans Community Preservation Plan and the Orleans Comprehensive Long-Range Plan, and relevance to the community and its needs.
- **Action Plan and Timeline:** Note the estimated dates for project commencement and completion and list (with an explanation) all action and steps that will be required for project completion, including any legal requirements or any impediments to implementation.
- **Financial Data:** Provide financial information for the project including total cost, additional revenue sources (public, private, in-kind, volunteer time and services), basis for the fiscal estimates and any other fiscal details currently available. Applicants are encouraged to submit more than one quotation from potential contractors.

GUIDELINES FOR PROJECT SUBMISSION

Please submit **12** paper copies of the application materials to the Community Preservation Committee, c/o Town Administrator, Town of Orleans, 19 School Road, Orleans, MA 02653 by November 27, 2019. **If possible, please also email application materials as a PDF file to msuchenicz2012@gmail.com.**

1. Applications must be received by November 27 to be considered for recommendation at the Annual Town Meeting in May.
2. Funds will be available on July 1st following the Annual Town Meeting.
3. Applicants may include any maps, diagrams, and/or photographs pertaining to the project. Letters of Support for the project from community organizations or other sources may also be submitted (only one copy is necessary).
4. The Community Preservation Committee may require additional (or more detailed) information or further clarification to a submitted application.
5. Prior to submission of funding applications, applicants should review the Community Preservation Act (MGL, Chapter 44B, through the Community Preservation Coalition Web site), the Orleans Community Preservation Plan and the Orleans Community Preservation Bylaw, copies of which are available on the Town Web site at <https://www.town.orleans.ma.us/community-preservation-committee>. Nonprofit organizations applying for historic preservation funds for historic structures should obtain a sample copy of an acceptable historic preservation deed restriction (available at the Town Administrator's office) since this type of document will be required. Applicants other than the Town of Orleans should also obtain a sample copy of the Agreement with the Town of Orleans that all successful nonprofit applicants will be required to sign. Please contact the Chairman or Vice Chairman with any questions.
6. Eligible projects must address one or more of the uses outlined in the Community Preservation Act. The Community Preservation Act, in Sections 2 and 5 (2), defines, by category, the following uses for Community Preservation funds:

Open Space

Acquisition, creation and preservation of land to protect existing water supply/aquifer areas, agricultural and forest land, coastal lands, frontage to inland water bodies, wildlife habitat, nature preserves and scenic vistas.

Community Housing

Acquisition, creation, preservation and support of community housing defined as housing for low- and moderate-income individuals and families, including low- and moderate-income senior housing. The Community Preservation Committee is required to recommend, wherever possible, the reuse of existing buildings or construction of new buildings on previously developed sites.

Historic Preservation

Acquisition, restoration, rehabilitation and restoration of historic structures and landscapes that have been determined by the local historic preservation commission to be significant in the history, archeology, architecture or culture of the Town or that are listed on the State Register of Historic Places.

Recreation

Acquisition, creation, preservation, rehabilitation and restoration of land for active and passive recreational uses, including land for community gardens, trails and noncommercial youth and adult sports and the use of land as a park, playground or athletic field and for preservation and restoration of recreational facilities. (Community Preservation funds cannot be used for a stadium, gymnasium or similar structure or for the acquisition of artificial turf for athletic fields.)

Detailed Narrative: A complete and detailed description of the project including goals and objectives, consistency with Community Preservation Act goals, compatibility with the Orleans Community Preservation Plan and the Orleans Comprehensive Long-Range Plan, and relevance to the community and its needs.

Project Description

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

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

In 2014 and 2015 six homes were built on Bevan Way in Orleans with the generous support of the Orleans CPC. We were amazed at the level of community support – we had over 450 volunteers participate, and at least eight group Team Days.

Habitat Cape Cod has recently, successfully and affordably installed solar panels on four other project sites. We will position the subject home on the site to allow for optimal solar panel placement and will include solar-ready materials and conduits in preparation for future installation. Habitat will install a complete PV solar system if solar funding can be secured.

Recently, our attention to efficiency and sustainability paid off as homes at Paul Hush Way in Brewster and Dickinson Drive in Barnstable were rated Net Zero through a qualified HERS rating company—a celebratory event for Habitat and our homeowners. Renewable energy systems, coupled with the highly efficient air-source heat-pumps we use for home heat, create very efficient homes that are not only inexpensive to heat, but also provide great indoor air quality. We use sustainable and renewable building materials whenever this is practical, and our homes consistently score advantageously in the Federal Home Loan Bank Boston “Affordable Housing Program” sections on Efficient Building and Sustainable Building.

Our homes have high R-value for insulation (with 2 x 6 construction which allows for such high insulation), have low HERS ratings, and are inherently efficient because the homes are built well and are modest in size (so less materials to build, less fuel to heat). We use Energy Star windows and appliances. We use highly efficient ducted mini-split heat pumps, which we have found to be an affordable heating system and an aid in indoor air quality. We use low or no VOC products, and seek to use durable, renewable and rapidly renewable materials wherever practical. We continually reassess our efficiencies, available technologies and costs, so some specs may change but we can guarantee an energy efficient home, surpassing stretch code.

Habitat Cape Cod proposes to install a landscape designed to fit the local environment. We will be using trees, shrubs and perennials that are common to the area and require limited watering and maintenance. The lawn area will be seeded with a Cape Cod seed blend, designed to be drought tolerant. The goal of this design is to provide an appealing landscape that is functional and environmentally conscious. The home will be serviced with town water.

Affordability

The proposed two-bedroom, single family home will be sold with an affordable monthly payment to an income-eligible household. To date Habitat's primary focus has been on households who are at or below 60 or 65% percent of median income.

Habitat Cape Cod will work with our homebuyer and assist them in securing the very advantageous USDA Rural Development "502" mortgage (with subsidies that can result in an interest rate as low as 1%). If a qualified and selected buyer cannot access a USDA mortgage, Habitat Cape Cod would directly offer them a zero percent mortgage. This means that, along with very affordable prices, our buyer can meet the affordable mortgage payment obligations.

This home's sale price is calculated in accordance with DHCD affordability guidelines. The monthly PITI payment (principal, interest, taxes and insurance) for the 2-bedroom home would be approximately \$686. (Attachment F – Home Pricing Model).

Permitting

Habitat will

- enter into a Grant Agreement and/or a Regulatory Agreement;
- conduct community outreach and secure all permits and approvals under Orleans Building Regulations and Standards;
- construct the affordable home using volunteer services;
- perform Affirmative Fair Housing Marketing; and,
- sell the home deed restricted using the Local Action Unit program (LAU) Deed rider; and,
- ensure inclusion of the home on the Department of Housing and Community Development (DHCD) Subsidized Housing Inventory (SHI).

The Building Permit application was submitted 11/14/2019, and approval is expected within four weeks of submission.

The Local Action Unit application will be presented to the Orleans Affordable Housing Trust at either its December or January meeting dependent on Town Attorney's review of the Regulatory Agreement and Deed Rider.

Community Engagement & Support

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

Several ways we engage the community is to hold a kickoff event prior to construction informing the public about the project, our process, and information about how to participate. We also recruit local businesses and organizations to be part of the wall-raising and dedication events.

Another necessary sign of support is private cash donations. Before even breaking ground our Resource Development Department has secured a \$50,000 pledge from an Orleans resident.

As mentioned earlier, we had an unprecedented level of volunteer community support during the Bevan Way neighborhood construction and look forward to another energetic build.

Project Need

As of September 14, 2017, Orleans had 9.2% of its year-round housing stock listed as affordable. The State goal per town is 10%. The Orleans 2018 median home price was \$580,000, per the Cape Cod & Islands Association of Realtors (y-t-d thru Oct 2019 median home sales price was \$724,500). Per the U.S. Department of Housing and Urban Development (HUD), people who pay more than 30 percent of their income for housing (mortgage, interest, taxes, insurance) are considered cost burdened and may have difficulty affording necessities such as food, clothing, transportation and medical care.

When there are affordable homeownership opportunities on the Cape, most often they are targeted to households (4 persons) earning 80% of HUD Area Median Income (AMI) or \$68,950. Even at 100% of the median household income of \$62,386 for Orleans per the Cape Cod Commission's CapeStats, and applying the 30% benchmark, a household would need to earn approximately \$137,776 a year to qualify for a mortgage at today's interest rates. That results in an income gap of \$75,390. A family earning 100% of the HUD 2018 AMI for Barnstable County of \$86,200, still would not qualify.

Because of the very difficult year-round housing & rental market for the average family, due to the tourist economy, seasonal demands and low wages, Habitat Cape Cod targets affordability to households earning 60% and 65% of AMI. At 60% of AMI, a family of four earns \$54,900 which is only 40% of needed household income - the affordability gap is huge.

Our most recent lotteries clearly illustrate the need for housing that is affordable is significant. We recently received

- 38 applications for three houses in Dennis,
- 59 applications for four homes in Marstons Mills,
- 74 applications for six homes in Brewster Phase II,
- 51 application for 2 homes in Wellfleet, and
- 50 applications for one home in Mashpee.

The Orleans Bevan Way project received 54 applications for 6 homes. There is an undeniable need.

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

Public Benefit

Habitat Cape Cod will create housing for low income households which helps keep families living in Orleans and adds to the town's local workforce.

Marketing, Lottery, & Local Preference

In conformance with DHCD standards, **no more** than 70% of the units for this project may receive a local preference. Per previous agreement with DHCD, for all homes, eligible qualified applicants who live or work in the 15-Town service area (Barnstable County) of Habitat for Humanity of Cape Cod shall receive a preference over those who do not. (Attachment G – Marketing/Lottery Plan)

Therefore the subject home does not qualify for local preference, although we expect many applications from Orleans residents, as it would exceed the "no more than 70%" restriction per the Department of Housing and Community Development (DHCD).

Success Factors

Success is marked by families moving into deed restricted affordable homes, and the permanent deed restriction being recorded at the Barnstable County Registry of Deeds. But just as important, success is also the process along the way. This process includes our buyer families partnering with Habitat Cape Cod and learning building and homeowner skills. It includes the strength that is created when a town is seen coming together and supporting affordable housing, and it includes the sense of community that is built when our volunteers work side by side with our families.

Another metric by which to measure our consistent success is in meeting fundraising goals set for each project. Since 2004 there have been no instances of Habitat for Humanity of Cape Cod delaying construction due to lack of funding.

Credentials

Habitat for Humanity of Cape Cod, Inc. (a 501(c)3 organization) has significant experience permitting, building and selling affordable housing. We have built and sold over 142 affordable Cape Cod homes to date since our founding in 1988. Please see Attachment H for Developer Experience, Team, and Current & Recent Projects.

Goals and Objectives

The Community Preservation Committee requires that all proposed projects be eligible for CPA funding according to the requirements described in the CPA legislation (MGL Chapter 44B). The following guidelines will be considered by the Community Preservation Committee in the evaluation of projects.

1. Preservation of the essential character of the Town as described in the Orleans Comprehensive Plan;
 - House plan has typical Cape Cod design features
2. Acquisition of, preservation of, or rehabilitation of threatened resources;
 - Usage of an infill lot
3. Serving of a currently under-served population(s);
 - Homebuyer will meet the 60% to 65% of Area Median Income
4. Meeting more than one CPA purpose (especially in linking open space, historic preservation, recreation, and community housing) or demonstrating why serving multiple needs is not feasible;
 - Not applicable
5. Feasibility and practicality;
 - Project is feasible and practical given HHCC's years of proven success and the need for affordable housing
6. Urgency;
 - The urgency is to find land available to build on and do it before real estate prices rise even higher and faster.
7. Affordability and ability to be implemented expeditiously and within budget;
 - The home is priced using conservative income assumptions such as PITI based on 25% of income
8. Advantageous cost/benefit value;
 - Per the Cape Housing Institute (CPI), the average rental fee for a 2-bedroom unit is \$1,600 (btw \$1,200 - \$2,200). The approximate monthly PITI of \$680 for the subject home is well below the average market rental rate making it possible for young family to live, work and play in Orleans. The CPI also estimates that the current average cost per affordable unit is now \$450,000 plus land costs. This project is below that threshold.
9. Leverage of additional or multiple sources of public and/or private funds;
 - We have a successful history of receiving grants (AHT, CPC, FHLBB, and corporate and individual donations).
10. Preservation or utilization of currently owned town assets;
 - Not applicable
11. Consistency with recent town meeting actions;

- Consistent with Orleans Comprehensive Plan, and CPA Plan
12. Successful implementation by applicant of similar projects or demonstration by applicant of ability to implement project as proposed;
 - HHCC has built over 142 affordable homes on time and within budget. See Attachment H.
 13. Endorsement by other municipal boards or departments;
 - Endorsed by OAHT, BoS, and Building and Planning Depts.
 14. Creation of incentives for other public and/or private projects and/or collaborations to occur;
 - Not applicable
 15. Provision for a dedicated source of funding for ongoing maintenance -- not from CPA funds; and
 - Ongoing maintenance is not applicable
 16. Compliance with the current or proposed Orleans zoning bylaws and/or the laws of the Commonwealth.
 - Project is compliant

Action Plan and Timeline: Note the estimated dates for project commencement and completion and list (with an explanation) all action and steps that will be required for project completion, including any legal requirements or any impediments to implementation.

See Attachment D: Timeline

Financial Data: Provide financial information for the project including total cost, additional revenue sources (public, private, in-kind, volunteer time and services), basis for the fiscal estimates and any other fiscal details currently available. Applicants are encouraged to submit more than one quotation from potential contractors.

See Attachment E: Proforma

See Attachment I: Vendor Quote

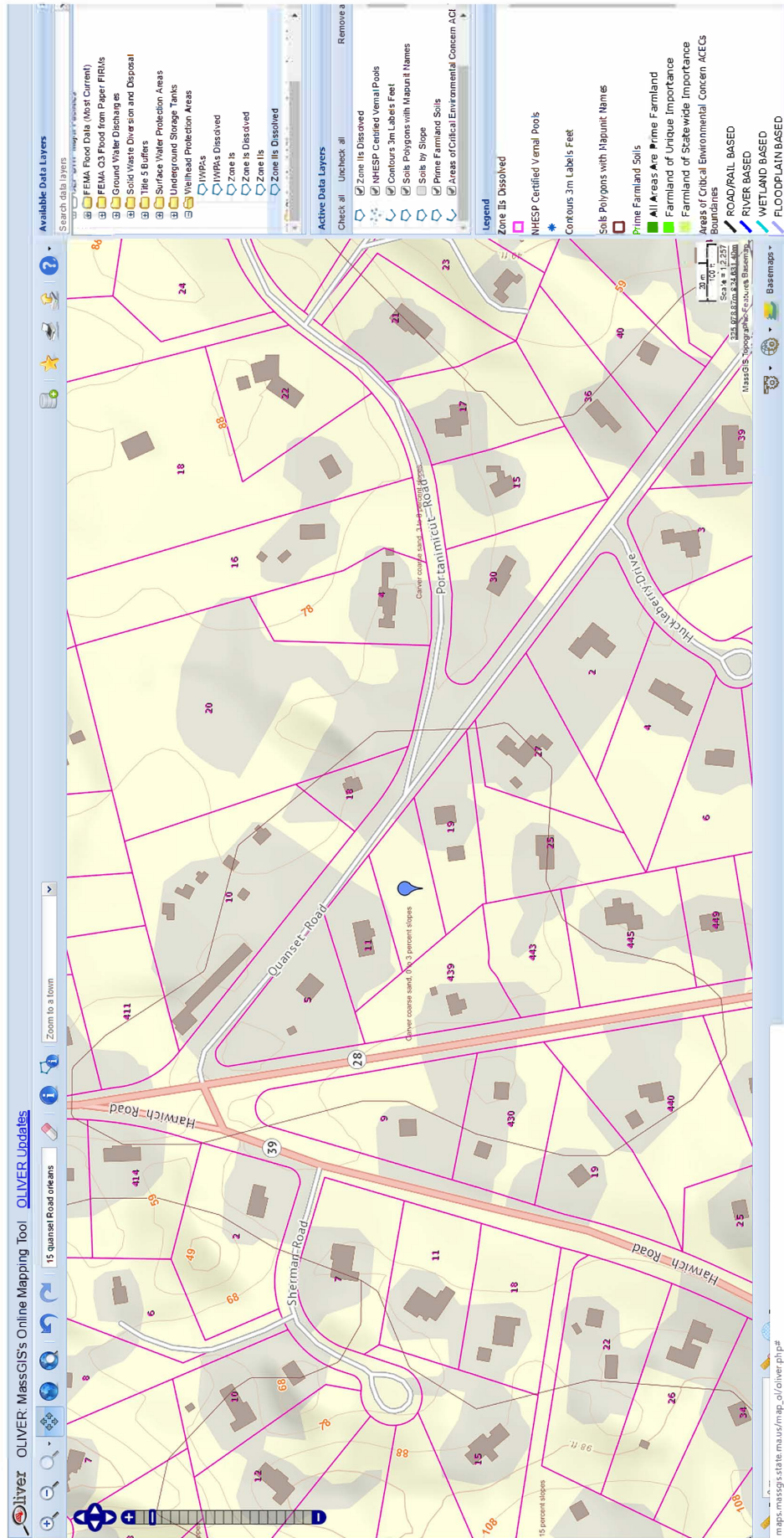
Additional Materials:

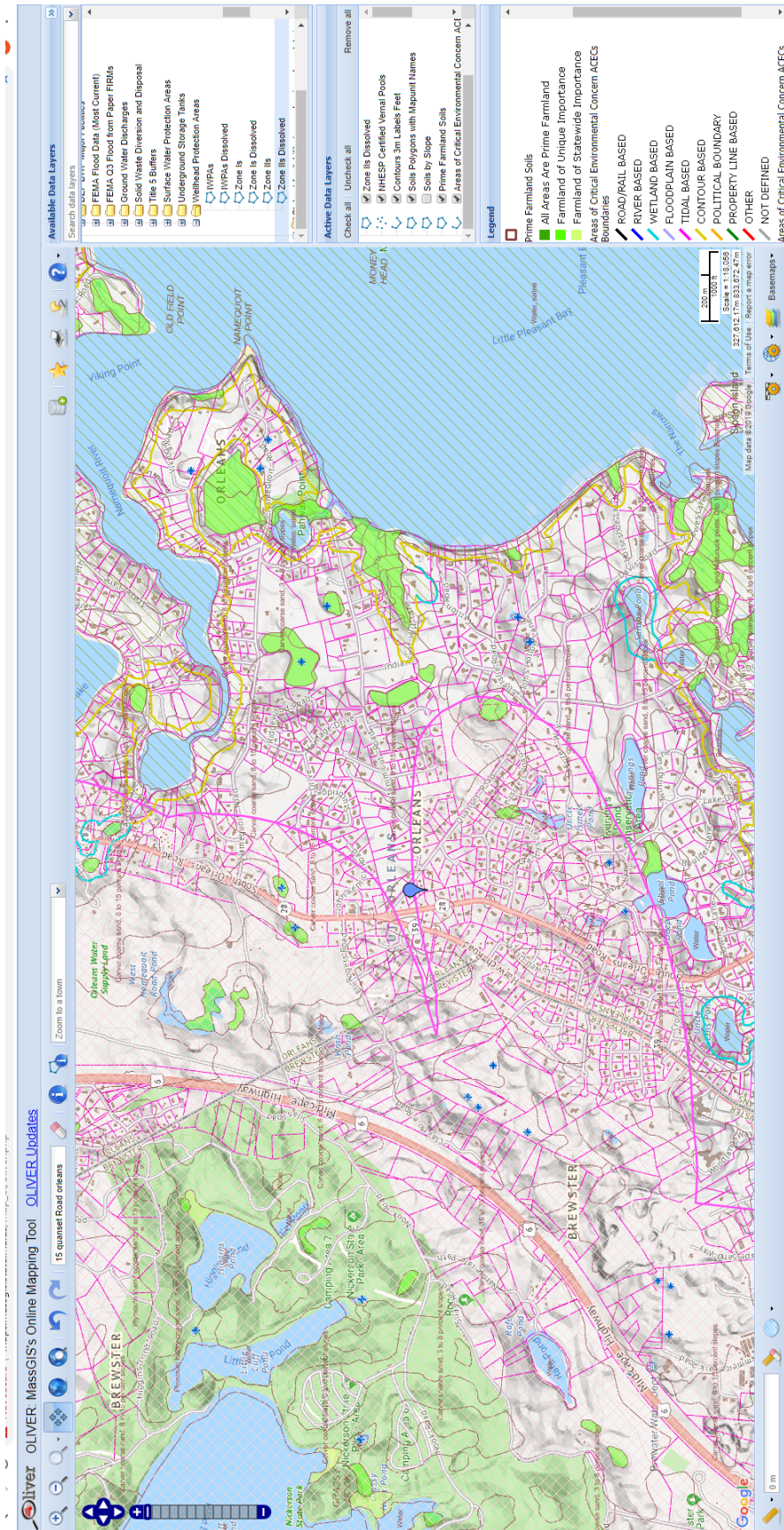
1. Maps, diagrams, and/or photographs pertaining to the project.
 2. Letters of Support for the project from community organizations or other sources may also be submitted (only one copy is necessary).
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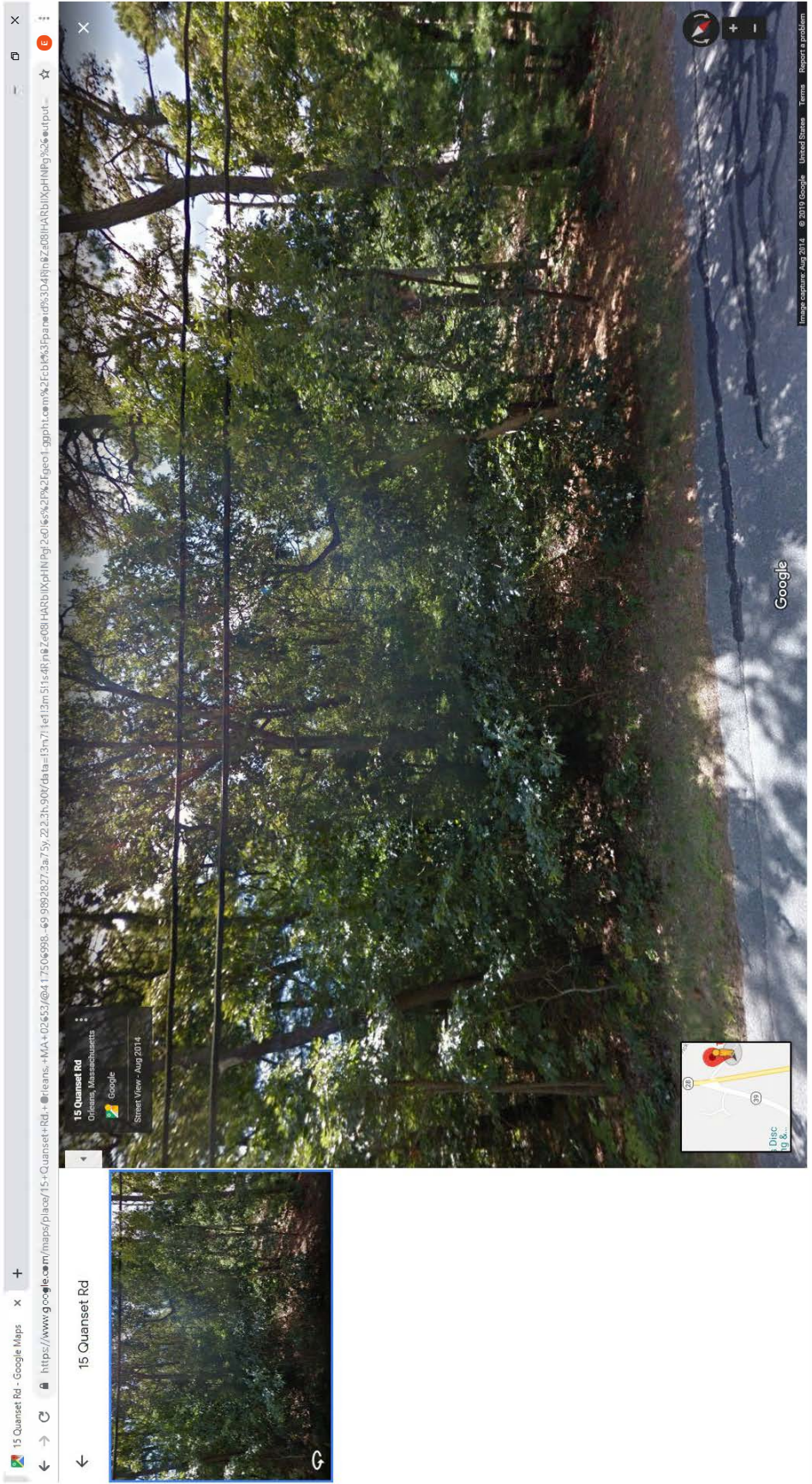
Attachments:

- A. Maps/Diagrams/Photo - Page 15
- B. - Page 21
 - o Orleans Affordable Housing Trust Approval
 - o Orleans Affordable Housing Trust Agreement
 - o Land Purchase & Sale
 - o Land Deed/Title
 - o Mortgage w/Mortgage Covenants
- C. - Page 51
 - o Architectural House Plan
 - o Site Plan
- D. Project Timeline - Page 59
- E. Project Proforma - Page 63
- F. - Page 67
 - o 2019 Home Pricing Model
 - o 2018 Median Home Sales Price (CCAIOR)
 - o Median Household Income (CapeSTATS)
- G. Marketing/Lottery Plan - Page 73
- H. Developer Experience, Team, and Current & Recent Projects - Page 77
- I. Current Vendor Quotes - Page 87

ATTACHMENT A







ATTACHMENT B

ORLEANS BOARD OF SELECTMEN
MAY 1, 2019
FINAL

'19 JUL 8 9:39AM
ORLEANS TOWN CLERK

A meeting of the Orleans Board of Selectmen was held on Wednesday, May 1, 2019 in the Nauset Room of the Orleans Town Hall. Present were Chairman Alan McClennen, Vice Chairman Mefford Runyon, Clerk Kevin Galligan, Selectman Mark Mathison, Selectman David Currier, Finance Director Cathy Doane & Town Administrator John Kelly.

Chairman McClennen called the meeting of the Board of Selectmen to order at 6:00 p.m.

Chairman McClennen read the list of agenda items to be discussed in executive session

1. Meet in Executive Session to discuss strategy with respect to collective bargaining with the Police Union

On a motion by Mr. Mathison and seconded by Mr. Runyon, the Board voted to enter into executive session to discuss strategy with respect to collective bargaining with Police Union and that the Chair declare that an open meeting may have a detrimental effect on the litigating or negotiating position of the body, and to reconvene in open session. The vote was 5-0-0, with Mr. McClennen, Mr. Runyon, Mr. Mathison, Mr. Currier & Mr. Galligan all voting aye by roll call. The Chair declared that an open meeting may have a detrimental effect on the negotiating position of the body.

Mr. McClennen stated that there is nothing to report in open session from executive session.

6:17 p.m. Public Comment

Ed Romer from Ridgewood Road was present and commented on issues surrounding the proposed fees for the Recreation Department. He believes that it would be helpful if the Board of Selectmen and Finance Committee had the needs of the department prioritized in the operating budget rather than with fees.

6:20 p.m. Approval of Minutes

- a. April 3, 2019

Mr. Mathison moved to approve the minutes of the April 3, 2019 meeting, 2nd by Mr. Runyon and approved 5-0-0.

- b. April 17, 2019 (Executive Session)

Mr. Runyon moved to approve the minutes of the April 17, 2019 Executive Session, 2nd by Mr. Mathison and approved 5-0-0.

6:21 p.m. Meet with Kevin Higgins, Memorial and Veterans Day Committee for update on Memorial Day plans

Lt. Kevin Higgins was present and provided the Board with an agenda for the upcoming Memorial Day celebration plans. They will be having a presentation/acknowledgement of the Vietnam and Korean War Veterans. With the approval of the Board, the Committee will be placing flags for all Veterans at the memorial location.

Mr. Currier moved to approve the request of the Memorial and Veterans Day Committee as outlined by Lt. Kevin Higgins, 2nd by Mr. Runyon and approved 5-0-0.

Mr. Galligan moved to recess as Selectmen and convene as Park Commissioners with Mark Mathison as Chairman, 2nd by Mr. Currier and approved 5-0-0.

6:25 p.m. Meet as Park Commissioners with Natural Resources Manager Nate Sears

- a. Nauset Beach Camp No. 6-Request for change of licensee

Natural Resources Manager Nate Sears was present.

Mr. Currier moved to approve the request of Jan Higgins to transfer the License Agreement of Nauset Beach Camp #6 to Kevin Higgins, 2nd by Mr. McClennen and approved 5-0-0

- b. Follow up discussion on proposed parking changes at Gavigan Cottages/Wildflower Lane

Mr. Sears presented the Board with a schematic of the proposed parking area. A bollard will be placed on the causeway from June 15 through September 15. Both Town Counsel and Tom Daley have reviewed this proposal and no issues were noted.

Mr. Kelly stated that if the Board would like to move forward, the draft can be finalized and a public hearing scheduled for May 15 with the hope to have the changes implemented for June 15, 2019.

Mr. Currier asked who would be handling the enforcement. Mr. Kelly responded that the Police Department will patrol the area once a day as per the existing agreement.

Mr. Galligan moved to authorize staff to prepare documents for a May 15, 2019 public hearing on the proposed parking rules and regulations, 2nd by Mr. McClennen and approved 5-0-0.

Mr. Currier moved to adjourn as Park Commissioners and reconvene as Selectmen, 2nd by Mr. McClennen and approved 5-0-0.

6:41 p.m. Mobilitie, LLC Pole Hearing-Install and maintain small cell wireless equipment on Main Street Utility Pole 17VZ26S

This application was withdrawn.

Mr. Galligan asked who approved the existing pole in this location. Mr. Kelly responded that many poles on the state layout roads have never had hearings.

At a future meeting, Mr. Runyon would like to take some time to discuss wireless installations on new or existing poles.

6:46 p.m. Joint meeting with Board of Health and Tom Daley, DPW Director

- a. Discussion on implementing a pay as you throw program (PAYT) in May 2020

Joe Hartung convened the meeting of the Board of Health at 6:50 p.m.

Mr. Daley reviewed costs for the town to dispose of different materials at the transfer station and briefly reviewed waste generation and climate changes. The key for success is what is in the trash (paper, yard trimmings, food scraps, plastics, metals, wood, glass and textiles/other). PAYT is a system where residents pay for solid waste services per unit of waste generated instead of as a fixed fee. It treats solid waste as a utility. A customer pays for what they use. We can anticipate a 40% additional reduction in trash. It is the single most effective tool for increasing recycling and reducing waste.

Mr. Currier left the meeting at 7:02 p.m.

If the program is approved by the town, an implementation date would be chosen, we would contact bag manufacturers and publicize the change.

Mr. Daley went on to review different sticker fees and prices for 3 different sized bags. The bags are usually sold in sleeves of 10.

The Department of Environmental Protection is offering a one-time grant of approximately \$34,000 to start up the program.

Mr. Hartung asked if labor would be increased at the transfer station with an increase in recycling. Mr. Daley responded that there would be no increase.

Board of Health member Sims McGrath asked what the impact of the economics would be if we went with single stream recycling. Mr. Daley responded that there would be a significant change in the numbers presented tonight and he would not recommend single stream recycling at this time.

Mr. McGrath asked what the economic impact for PAYT would be for Orleans where we take very little commercial debris at the transfer station as opposed to other communities that accept commercial debris. Mr. Daley responded that if other towns are accepting commercial, they should be going up on the scale, so essentially, they are doing PAYT. It is not a factor for Orleans.

Board of Health Member John Kanaga stated that he doesn't like the fact that young families will be paying for this. He thinks there might need to be more of a message shift if this program is going to be implemented.

Mr. Currier returned at 7:20 p.m.

Mr. McGrath feels that the time of year that usage is traditionally lower is usually the best time to implement a program like this. He is not sure that we would want to implement this program right as the season is ramping up.

Mr. McClennen stated that a decision will have to be made fairly soon. There needs to be a good amount of public information and education during these conversations.

Health Director Bob Canning was present and stated that it is important for both Boards to decide if this will be a Board of Health or town meeting vote.

Mr. McGrath moved to adjourn the meeting of the Board of Health at 7:46 p.m., 2nd by Mr. Hartung and approved 3-0-0.

7:46 p.m. Meet with DPW Director Tom Daley

a. Quarterly Update on Projects

DPW Director Tom Daley was present and reviewed his quarterly report. Topics reviewed included projects at Nauset Beach, pavement management, Goose Hummock culvert repair, Rock Harbor culvert repair, equipment auction, downtown intersection project, Academy Place and Village Green irrigation and landscaping repair, West Road bike lane, work at DPW/Natural Resources facility, downtown sewer design, Natural Resources projects, Recreation department, meter reading, annual hydrant flushing program and cellular meter project. On February 1, 2019 all public sector employees are required to review OSHA policies. Mr. Daley discussed safety trainings that have been offered at the new facility.

Mr. Mathison asked if town landings are figured into the paving plans. Mr. Daley responded that he will be coming before the Board in a few months to review the paving program. Mr. Mathison asked if Mr. Daley could research the landings to see if the town owns more land than what is currently paved. He would like to see if there is a possibility to pave an additional 2-3' strip to accommodate trailers.

When Recreation Director Alan Harrison was previously before the Board asking for support for his budget and fees, Mr. Galligan asked about the possibility of having an easy to use online system for program registration and payments. Mr. Daley responded that he has reviewed this with Mr. Harrison and significant improvements have been made to the website.

Mr. Runyon would like to have future discussions on how people can obtain scholarships or relief from program fees if they have a financial hardship. Additionally, he would like to see the Recreation Commission resurrected.

8:15 p.m. Meet with Building & Facilities Manager Ron Collins

b. Quarterly Update on Projects

Building & Facilities Manager Ron Collins was present and reviewed projects for Orleans Elementary School, parks and beach improvements, Council on Aging, Fire Station, Snow Library, Town Hall and Transfer Station. The Town Buildings and Facilities Master Plan Stabilization Fund Projects list as of May 1, 2019 was reviewed.

Mr. Runyon left the room.

8:27 p.m. Vote to sign new contract with Police Chief

Mr. Currier moved to vote to sign the Police Chief Employment Agreement as printed, 2nd by Mr. Mathison and approved 4-0-0.

One Day Wine & Beer License for June 14 and August 9-Agway of Cape Cod, 10 Lots Hollow Road

John Ostman was present to represent the applicant.

Mr. Currier moved to vote to approve the two Special One Day Wine & Malt Liquor license for AGWAY OF CAPE COD on June 14, 2019 and August 9, 2019 between 6:00 pm and 8:00 pm to serve wine and malt beverages during the customers celebration events at the Garden Center located at 10 Lots Hollow Road, Orleans, MA 02653. Each license is issued for a period of three (3) days to allow for proper delivery, storage and disposal of all wine and malt beverages purchased, and is subject to all rules, bylaws, permits and approvals and in accordance with the Massachusetts General Law Chapter 138 Sec. 14., 2nd by Mr. Galligan and approved 4-0-0.

8:30 p.m. Vote to authorize Housing Trust Purchase of Affordability Restriction-15 Quanset Road

Mr. Currier moved to authorize the Affordable Housing Trust Fund Board to purchase land at 15 Quanset Road for an affordability restriction, 2nd by Mr. Galligan and approved 3-0-1 (Mathison).

Mr. Runyon returned.

8:32 p.m. Discussion on Town Meeting Items

- a. Consider options for payment of Cape Cod Tech Capital Project Assessment

Mr. Kelly reported that the initial debt service payment for the Cape Cod Tech project was not included in the FY19 budget. Finance Director Cathy Doane reviewed the options for payment.

Mr. Galligan moved to vote to submit a motion at Town Meeting to amend Article 9, Line Item #50, Dept Code #330, Cape Cod Tech Assessment from \$191,352.00 to \$313,779.00 to include the \$122,427 capital project assessment, 2nd by Mr. Mathison and approved 5-0-0.

- b. Motion to take articles out of order if funded under Community Preservation Act

Mr. Runyon moved to take articles out of order if funded under the Community Preservation Act at Annual Town Meeting May 2019, 2nd by Mr. Mathison and approved 5-0-0.

- c. Information needed for town meeting and for pre-town meeting on May 8

Mr. Kelly stated that the pre-town meeting on May 8 will be an opportunity for residents to come in and ask specific questions about warrant articles.

Mr. Runyon asked how someone might be able to make an efficient amendment on town meeting floor. Mr. Kelly responded that there will be a form that residents can fill out. The process will be reviewed at the pre-town meeting.

8:41 p.m. Town Administrator's Report

- a. Orleans Pond Coalition-Celebrate Our Waters use of Rock Harbor Parking Lot and Beach

Mr. Galligan voted to approve the request of Orleans Pond Coalition to use Rock Harbor parking lot and beach area from September 20 - 22 for Celebrate Our Waters weekend activities, 2nd by Mr. Runyon and approved 5-0-0.

- b. Mass Dept. of Energy Resources-Regional Energy Planning Assistance Grant

Mr. Runyon voted to authorize Chairman McClennen to sign the memorandum of understating with Cape Light Compact for regional energy planning assistance, 2nd by Mr. Mathison and approved 5-0-0.

- c. Establish Cultural District Gift Account under MGL Ch. 44, Section 53A

Provided in the Board's packet was a letter from Joanna Keeley which noted that all interest accrued in this account shall be retained in the account and is to be used for the general purpose of the committee. This notation from Ms. Keeley is of importance because it requires the money to be kept in its own separate bank account and keep any interest earned within the account, instead of it being mixed with other town funds and accumulated interest.

Mr. Galligan voted to establish the Orleans Cultural District Gift Account under MGL Ch. 44, Section 53A, 2nd by Mr. Runyon and approved 5-0-0.

- d. Staff Update

Mr. Kelly announced the appointment of Lynn Brine as our new Social Services Coordinator in the Council on Aging, the appointment William Brown to the position of full time Maintenance Worker (DPW & Natural Resources), and the appointment of Cynthia Richards to the position of full time Assistant Treasurer/Collector (Treasurer's office).

8:45 p.m. Selectmen's Office Hours

Mr. McClennen reported that the Ombudsman Task Force was extended through April 30 and as of tonight, we have not received a final report from them. Mr. Currier suggested waiting until the Board's next meeting to see what is received. Mr. Kelly will direct staff to follow up with the task force Chair.

8:46 p.m. Liaison Reports

Mr. McClennen stated that he has asked staff to send out evaluation forms for the Police Chief, Fire Chief, Town Administrator and Finance Director.

8:46 p.m. Items for future agendas

Mr. Runyon would like to have future discussions on the former DPW cold storage building. He would also like future discussions on enforcement issues, specifically relating to signage.

In light of what has been happening at our beaches and estuaries, Mr. Mathison thinks the Board should have serious discussions with the Natural Resources staff about a possible department reorganization.

Resident Paul Pokaski was present and asked for time on a future agenda to discuss additional signage at Skaket Beach regarding no dogs from April 1 through Labor Day.

Adjourn

Mr. Galligan moved to adjourn at 8:55 p.m., 2nd by Mr. Runyon and approved 5-0-0.

Respectfully Submitted,
Jennifer Clarke



Kevin Galligan, Clerk

Documents in 05.01.19 Packet

1. May 1, 2019 Agenda.
2. EXECUTIVE SESSION: 41-111F/41-100 Request: Sergeant David Freiner dated April 25, 2019.
3. Draft Minutes dated April 3, 2019.
4. EXECUTIVE SESSION: Draft Executive Session Minutes dated April 17, 2019.
5. Nauset Beach Camp No. 6 (the "Hideaway") dated March 29, 2019.
6. Agreement and Release and Use License dated March 17, 2007.
7. Draft Town of Orleans Parking Rules and Regulations.
8. Maps of Wildflower Lane Property.
9. Mobilitie LLC Pole Hearing Action Form dated May 1, 2019.
10. Legal Advertisement for Publication on April 19, 2019 dated April 12, 2019.
11. Petition for Grant of Location for Attachment to Existing Pole dated March 22, 2019.
12. Order for Grant of Location for Attachment to Existing Pole.
13. Pole Petition – Joint Location Attachment dated March 22, 2019.
14. Initial Authorization for Mobilitie LLC to Attach to NSTAR poles dated November 10, 2017.
15. Proposed View Plan 9MAB00980F/BS90XSA68F dated December 11, 2018.
16. Mobilitie Petition Plan No. 9MAB000980F dated April 13, 2018 Memo dated April 12, 2019 (Copy from: Tom Daley, Todd Bunzick, Tom Evers, Scott MacDonald).
17. Exhibit Photo & Site Plan 9MAB000980F dated August 13, 2018.
18. Pole Elevations 9MAB000980F dated August 13, 2018.
19. DPW & NR Pay-As-You-Throw PAYT dated May 1, 2019.
20. DPW & NR Quarterly Report dated May 1, 2019.
21. Jack Kerig: Exceptional Performance dated April 2, 2019.
22. Facilities and Construction Update dated May 1, 2019.
23. Town Building & Facilities Master Plan Stabilization Fund Projects dated May 1, 2019.
24. Police Chief Employment Agreement

25. Two Special One Day Wine & Malt Beverage Licenses for Agway of Cape Cod, 10 Lots Hollow Road, Orleans, MA 02653 dated May 1, 2019.
26. Article 33. Create an Affordable Housing Trust Fund voted at Annual Town Meeting May 7, 2018.
27. Housing Trust Purchase of Affordability Restriction dated April 22, 2019.
28. Sub Division Plan for Richard Rich & Martin D Rich et ux dated August 1, 1973.
29. Cape Cod Tech – Additional Capital Project Assessment dated April 25, 2019.
30. Financial Plan for the Fiscal years 2019 & 2020
31. Town Administrator's Report dated May 1, 2019.
32. Orleans Pond Coalition Application for Park/Beach/Field/ Facility Use dated April 8, 2019.
33. Massachusetts Department of Energy Resources Regional Energy Planning Assistance Grant.
34. Establishing an Orleans Cultural District Town Committee Gift Account dated April 10, 2019.
35. Chapter 44: Section 53A. Grants and gifts; acceptance and expenditure effective dated November 7, 2016.
36. Any other documents submitted at the May 1, 2019 Meeting.

GRANT AGREEMENT

This Grant Agreement is made this 2 day of July 2019, by and between the Orleans Affordable Housing Trust Fund under declaration of trust dated January 30, 2019, recorded with the Barnstable County Registry of Deeds in Book 31813 Page 229 ("Trust") with an address of 19 School Road, Orleans, MA 02653 and Habitat for Humanity of Cape Cod, Inc. (hereinafter "Habitat") with an address of 411 Main Street, Suite 6, Yarmouth Port, MA 02675.

Whereas, Henry Brehm, Matthew H. Cole, Gregory DeLory, Ward Ghory, Duane P. Landreth, Alexis Mathison, Alan McClennen Jr., and Mefford Runyon of Orleans, Massachusetts, were appointed as the Trustees of the Orleans Affordable Housing Trust Fund by the Orleans Board of Selectmen pursuant to the provisions of M.G.L. c. 44, §55C and the Orleans Code Chapter 104;

Whereas, the purpose of the Trust is for the benefit of all of the Inhabitants of the Town of Orleans (the "Town") to provide for the creation and preservation of affordable housing in Orleans for the benefit of low and moderate income households and for the funding of community housing, as defined in and in accordance with the provisions of M.G.L. c. 44, §55C;

Whereas, on May 1, 2019, the Trust, with the approval of the Board of Selectmen, voted to award Habitat a grant of Two Hundred Thousand (\$200,000.00) to purchase a building lot at 15 Quanset Road, Orleans, MA (the "Property") and construct an affordable home thereon (the "Project"); and

Whereas, the purpose of this Grant Agreement is to set forth the terms and conditions of the grant award for the Project;

Now therefore in consideration of the mutual promises and covenants set forth herein the parties hereto agree to the following terms and conditions.

1. Award. Subject to the terms of this Agreement, the Trust agrees to grant Habitat the amount of \$200,000.00 for the Project.
2. Project. The grant funds shall be used for the purchase of the real property located at 15 Quanset Road, Orleans, MA and the construction of an affordable two-bedroom single family home at not more than 80% of the area median income ("AMI"), which housing unit must count on the Massachusetts Subsidized Housing Inventory for the Town of Orleans.
3. Term. The term of this Grant Award is five years from the date of the execution of this Grant Agreement (the "Commencement Date"). All of the work described in this Grant Agreement must be completed no later than five years after the Commencement Date, unless the Trust grants an extension for good cause shown. Funds not utilized on the Project must be returned to the Trust.
4. Budget; Other Sources of Funding. Prior to the commencement of the construction work, Habitat shall submit a complete project budget that accounts for (1) the expenditure of all

funds awarded under this Grant Agreement; and (2) all other sources of funding, if necessary, to complete the Project as described herein. If the Trust determines that funds have been spent on goods or services not included in the project budget or otherwise not authorized under this Grant Agreement, Habitat shall be responsible for repayment of such funds to the Trust.

5. Restrictions. Upon completion of the construction work, the affordable home will be sold to an eligible purchaser with a permanent deed restriction that will ensure that any future re-sale will be at an affordable price to an eligible purchaser and that the home will remain affordable in perpetuity. The deed restriction for the affordable home shall be in recordable form and approved by the Trust, as necessary and appropriate to protect the interest of the Town of Orleans in the Project. The affordable home must qualify to be counted on the Town's Massachusetts Department of Housing and Community Development ("DHCD") Subsidized Housing Inventory. As such, the Trust and Habitat understand and acknowledge that a deed restriction substantially the same in form and substance as the Local Initiative Program Affordable Housing Deed Rider attached hereto as Exhibit A will be the deed restriction used. Additionally, the parties will execute a Regulatory Agreement substantially the same in form and substance as Exhibit B.

At the time of the purchase of the Property, Habitat shall grant the Trust a mortgage on the Property, in a form acceptable to the Trust, to secure the terms of this Grant Agreement. Upon the conveyance of the affordable home and the affordable deed restriction referenced above, the Trust agrees to discharge the mortgage. Disbursal of funds under this Agreement shall be contingent on the granting and recording of the mortgage at the time of the closing on the purchase of the Property by Habitat.

6. Reports. Every six months until the completion of the project, Habitat shall provide the Trust with a written update on the progress toward completion of the work. A Final Report, including digital photo-documentation of the project, where appropriate, is due within thirty (30) days after the date of completion. The Final Report shall be to the satisfaction of the Trust, which approval shall not be unreasonably withheld. All reports and project documents submitted to the Trust shall become the property of the Town of Orleans and shall be available for use by the Town and available to the public under the Massachusetts Public Records Law.
7. Compliance with Laws and Agreement. Habitat understands and agrees that projects funded through this Award are made pursuant to and must comply with the terms and provisions of the Trust, M.G.L. Chapter 44, §55C, the Community Preservation Act, M.G.L. Chapter 44B and this Grant Agreement.
8. Permits and Licenses. It is the obligation of Habitat to obtain all permits and licenses necessary for implementation of the Project. The award of this Grant waives no federal, state or local permit or license.
9. No Liability of Town. By making this award, the Trust does not accept any liability whatsoever for any acts, omissions or errors associated with the Project. Habitat agrees to

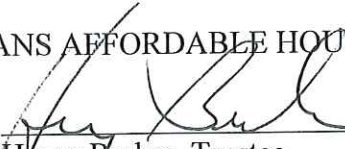
indemnify and defend the Trust and the Town from all claims, suits or demands resulting from implementation of the Project.


10. Community Preservation Act Project Awareness. Prior to beginning work on this project, Habitat agrees to post, in an appropriate location that is mutually acceptable to the parties, a sign identifying that the Project was funded in part by the citizens of Orleans through the Orleans Affordable Housing Trust Fund and the Community Preservation Act. Habitat shall also identify that the Project was funded through the Trust and the Town of Orleans Community Preservation Act in its written materials about the Project, including press releases, brochures, etc.
11. No Assignment. Habitat may not assign this Grant Agreement without prior written agreement by the Trust.
12. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto, and may be amended only in writing executed by the Trust, with the approval of the Board of Selectmen, and Habitat. This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts.

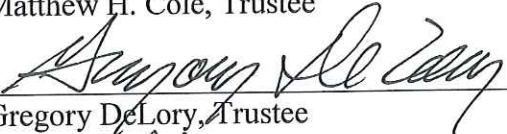
[end of document text - signature page follows]

In witness whereof, the parties have executed this Agreement on the day and the year first written above.

ORLEANS AFFORDABLE HOUSING TRUST FUND


Henry Brehm, Trustee

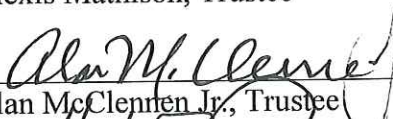

Matthew H. Cole, Trustee



Gregory DeLory, Trustee


Ward Ghory, Trustee

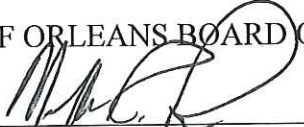
Duane P. Landreth, Trustee

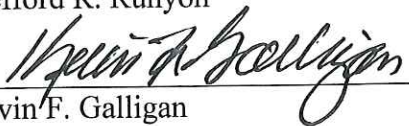

Alexis Mathison, Trustee


Alan McClenfen, Jr., Trustee



Mefford R. Runyon, Trustee

TOWN OF ORLEANS BOARD OF SELECTMEN


Mefford R. Runyon


Kevin F. Galligan

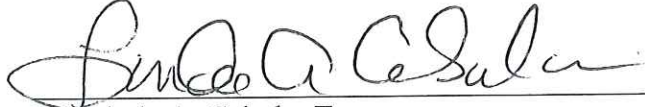
Mark W. Mathison

David M. Currier

Cecil E. Newcomb, III

HABITAT FOR HUMANITY OF CAPE COD, INC.

Handwritten signature of Nancy F. Smith in cursive script, written over a horizontal line.

By: Nancy F. Smith, President

Handwritten signature of Linda A. Cebula in cursive script, written over a horizontal line.

By: Linda A. Cebula, Treasurer

**STANDARD FORM
PURCHASE AND SALE AGREEMENT**

From the Office of:

**Kilkenny Law Offices
Kathleen E. Kilkenny
15B Market Place – Box 1238
West Chatham, MA 02669
(508) 945-2800**

This _____ day of May 2019.

1. PARTIES

JOHN T O'BRIEN of 10114 Oakton Terrace Road, Oakton, VA 22121, SELLER, agrees to SELL, and HABITAT FOR HUMANITY OF CAPE COD, INC. of 411 Route 6A, Suite 6, YARMOUTHPORT, MA 02675, hereinafter called BUYER, agrees to BUY, upon the terms hereinafter set forth, the following described premises:

2. DESCRIPTION

Vacant land located at 15 Quanset Road, South Orleans, Barnstable County, Massachusetts 02662 as described in a deed recorded at Barnstable Registry of Deeds in Book 26536, Page 196 and further described as Lot 3 as shown on Plan Book 272, Page 95.

3. BUILDINGS, STRUCTURES, IMPROVEMENTS, FIXTURES

N/A (land only)

4. TITLE DEED

Said premises are to be conveyed by a good and sufficient quitclaim deed running to the BUYER, or to the nominee designated by the BUYER by written notice to the SELLER at least seven days before the deed is to be delivered as herein provided, and said deed shall convey a good and clear record and marketable title thereto, free from encumbrances, except:

- (a) Provisions of existing building and zoning laws;
- (b) Such taxes for the then current year as are not due and payable on the date of the delivery of such deed;
- (c) Any liens for municipal betterments assessed after the date of performance of this agreement;
- (d) Easements, restrictions and reservations of record, if any, so long as the same do interfere with the buyer's intended use of the premises as buildable for the use and occupancy of one single family affordable dwelling unit and customary appurtenances thereto;

5. PLANS

If said deed refers to a plan necessary to be recorded therewith the SELLER shall deliver such plan with the deed in form adequate for recording or for recording or registration.

6. REGISTERED TITLE

In addition to the foregoing, if the title to said premises is registered, said deed shall be in form sufficient to entitle the BUYER to a Certificate of Title of said premises, and the SELLER shall deliver with said deed all instruments, if any, necessary to enable the BUYER to obtain such Certificate of Title.

7. PURCHASE PRICE

The agreed purchase price for said premises is Two Hundred Thousand (\$200,000.00) Dollars

of which

\$ 1,000.00	having been previously paid as a binder with the Offer to Purchase
\$ 199,000.00	are to be paid at the time of delivery of the deed in or by certified, cashier's, treasurer's or bank check

\$200,000.00	TOTAL
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8. **TIME FOR PERFORMANCE; DELIVERY OF DEED**
Such deed is to be delivered within two weeks upon the premises being determined to be buildable for a single family affordable dwelling under all applicable land use laws, by laws and regulations but no later than forty-five (45) days from the date of this executed Agreement. Said closing shall take place at the Barnstable Registry of Deeds or at the office of the settlement agent, unless otherwise agreed upon in writing. It is agreed that time is of the essence of this agreement.
9. **POSSESSION and CONDITION of PREMISES**
Full possession of said premises are to be delivered at the time of the delivery of the deed, in the same condition as it was at the time of the offer to purchase, more or less and without suffering any damage.
10. **EXTENSION TO PERFECT TITLE OR MAKE PREMISES CONFORM**
If the SELLER shall be unable to give title or to make conveyance, or to deliver possession of the premises, all as herein stipulated, or if at the time of delivery of the deed the premises do not conform with the provisions hereof, then the SELLER shall use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the said premises conform to the provisions hereof, as the case may be, and the time for performance hereof shall be extended for a period of up to thirty days as mutually agreed upon by the parties, in accordance with the ordinary conveyancing practices of Barnstable County.
11. **FAILURE TO PERFECT TITLE OR MAKE PREMISES CONFORM, ETC.**
If at the expiration of the extended time the SELLER shall have failed so to remove any defects in title, deliver possession, or make the premises conform, as the case may be, all as herein agreed, then said payments made under this agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this agreement shall be void without recourse to the parties hereto.
12. **BUYER'S ELECTION TO ACCEPT TITLE**
The BUYER shall have the election, at either the original or any extended time for performance, to accept such title as the SELLER can deliver to the said premises in their then condition and to pay therefor the purchase price without deduction, in which case the SELLER shall convey such title.
13. **ACCEPTANCE OF DEED**
The acceptance AND RECORDING of a deed by the BUYER or his nominee as the case may be, shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms hereof, to be performed after the delivery of said deed.
14. **USE OF MONEY TO CLEAR TITLE**
To enable the SELLER to make conveyance as herein provided, the SELLER may, at the time of delivery of the deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, provided that all instruments so procured are recorded simultaneously with the delivery of said deed or in accordance with the normal conveyancing practices of Barnstable County.
15. **INSURANCE**
Until the delivery of the deed, the SELLER shall maintain insurance on said premises as follows: N/A - Land Only

16. **ADJUSTMENTS**

Taxes for the then current year shall be apportioned as of the day of performance of this agreement and the net amount thereof shall be added to or deducted from, as the case may be, the purchase price payable by the BUYER at the time of delivery of the deed.

17. **ADJUSTMENT OF UNASSESSED AND ABATED TAXES**

If the amount of said taxes is not known at the time of the delivery of the deed, they shall be apportioned on the basis of the taxes assessed for the preceding year, with a reapportionment as soon as the new tax rate and valuation can be ascertained; and, if the taxes which are to be apportioned shall thereafter be reduced by abatement, the amount of such abatement, less the reasonable cost of obtaining the same, shall be apportioned between the parties, provided that neither party shall be obligated to institute or prosecute proceedings for an abatement unless herein otherwise agreed.

18. **BROKER'S FEE**

A broker's fee for professional service of Five (5%) Percent is due from the Seller to William Raveis Real Estate who will pay a co-fee in the amount of Two & One-half (2.5%) Percent to Kinlin Grover Real Estate, Inc. the brokers herein, said broker's fee to be paid if, as, and when title passes and not otherwise.

Buyer's real estate agency shall gift their commission listed above, at closing, to SELLER and the same shall show as a credit on the settlement statement.

19. **BROKER'S WARRANTY**

The brokers named herein, William Raveis Real Estate and Kinlin Grover Real Estate, Inc., warrant that they are duly licensed as such by the Commonwealth of Massachusetts.

20. **DEPOSIT**

All deposits made hereunder shall be held by William Raveis Real Estate as escrow agent, subject to the terms of this agreement and shall be duly accounted for at the time for performance of this agreement. All deposits shall be placed in a non-interest bearing account.

21. **BUYER'S DEFAULT; DAMAGES**

If the BUYER shall fail to fulfill the BUYER'S agreements herein, all deposits made hereunder by the BUYER shall be retained by the SELLER as liquidated damages, and this shall be seller's sole remedy at Law or in equity.

22. **RELEASE BY HUSBAND OR WIFE**

The SELLER'S spouse hereby agrees to join in said deed and to release and convey all statutory and other rights and interests in said premises.

23. **BROKER AS A PARTY**

The broker named herein join in this agreement and become a party hereon, insofar as any provisions of the agreement expressly apply to the brokers, and to any amendments or modifications of such provisions to which the brokers agree in writing.

24. **LIABILITY OF TRUSTEE, SHAREHOLDER, BENEFICIARY, ETC.**

If the SELLER or BUYER executes this agreement in a representative or fiduciary capacity, only the principal or the estate represented shall be bound, and neither the SELLER or BUYER so executing, nor any shareholder or beneficiary of any trust, shall be personally liable for any obligation, express or implied, hereunder.

25. **WARRANTIES AND REPRESENTATIONS**

The BUYER acknowledges that the BUYER has not been influenced to enter into this transaction nor has he relied upon any warranties or representations not set forth or incorporated in this agreement or previously made in writing, except for the following additional warranties and representations, if any, made by the SELLER: NONE

26. **MORTGAGE CONTINGENCY CLAUSE**
INTENTIONALLY DELETED AS TO TRADITIONAL FINANCING, CONTINGENT UPON RECEIPT OF FUNDING FROM THE TOWN OF ORLEANS.
27. **CONSTRUCTION OF AGREEMENT**
This instrument, executed in multiple counterparts, is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and enures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be canceled, modified or amended only by a written instrument executed by both the SELLER and the BUYER. If two or more persons are named herein as BUYER their obligations hereunder shall be joint and several. The captions and marginal notes are used only as a matter of convenience and are not to be considered a part of this agreement or to be used in determining the intent of the parties to it.
28. **LEAD PAINT LAW**
Not Applicable.
29. **SMOKE DETECTORS**
Not Applicable.
30. Upon the request of the attorney for BUYER, SELLER shall execute and deliver simultaneously with the delivery of the deed, and when required shall on oath swear to the truth of the matters therein set forth, such documents as may reasonably be required by said attorney, even if the same occurs POST-CLOSING, including but not limited to certifications or affidavits with respect to (IF APPLICABLE): (a) persons or parties in possession of the premises; (b) facts or conditions which may give rise to mechanic's or materialmen's liens; (c) the true purchase price of the premises and whether the SELLER has or intends to lend to the BUYER a portion thereof; (d) the absence of urea formaldehyde on the premises; and (e) Smoke Detector Certificate, (f) that SELLER is not a foreign person subject to the withholding provisions of the Deficit Reduction Act of 1984 (FIRPTA), (g) IRS forms, (h) revised Closing Disclosure/s, (i) any other form reasonably required by Buyer's attorney.
31. SELLER shall cooperate with the BUYER by allowing entry upon the premises and the buildings constructed thereon, at reasonable times by an engineer or land surveyor for the purpose of plotting bounds and taking measurements. BUYER and their representatives (i.e. architects and contractors) shall have access to the premises for the purposes of taking measurements, and the like, at reasonable times, with prior notice to SELLER and in the presence of SELLER or SELLER'S AGENT.
32. **ENCROACHMENTS:** It is understood and agreed by the parties that the subject premises shall not be in conformity with the provisions of this Agreement unless TO THE EXTENT APPLICABLE TO RAW LAND:
- A. All buildings, structures and improvements including, but not limited to, any driveways, garages and septic systems and cesspools and all means of access to the subject premises shall be located completely within the boundary lines of the said premises and shall not encroach upon or under the property of any other person or entities.
 - B. No buildings, structures or improvements of any kind belonging to any other person or entity shall encroach upon or under said premises.
 - C. Title to the premises is insurable, for the benefit of the Buyer, in a fee owner's policy of title insurance, at normal premium rates, without exception other than the standard printed "jacket" exceptions contained in the American Land Title Association form currently in use and those exceptions set forth in Paragraph 4 of this Agreement. It is agreed that in the event of a title matter for which a title insurance company is willing to issue so-called "affirmative coverage" over a known defect or problem, BUYERS may elect to accept same but shall not be required to do so, and shall have the right, at the option of their counsel, to deem title to the premises unacceptable or unmarketable and to terminate this Agreement.
 - D. The premises are legally subdivided and separated from all other lots pursuant to the provisions of the Subdivision Control Law, M.G.L.A. c. 40A;
 - E. The subject premises abut or has access to a duly accepted public way, by the city or town, or legal and recorded access via a private way to a public way, in which said premises are located.

33. Seller states that no written or oral notice or communication has been received by Seller from any public authority that (i) the property is not zoned for its present use; or (ii) that there exists with respect to the property any condition which violates any federal, state or local environmental, sanitary, health or safety statute, ordinance, code, by-law, rule or regulation which has not heretofore been rectified or is in the process of being rectified.
34. SELLER represents, to the best of their knowledge, to the BUYER that the SELLER has never disposed of any hazardous waste or material (excluding ordinary household waste) on or about the premises during the period of SELLER's ownership, and that the Seller is not aware of the disposal of such waste on or about the premises by anyone else during said period of ownership. SELLER also represents, to the best of their knowledge, that SELLER has not placed, and SELLER is not aware of any placement by others, of underground storage tanks on the premises.
35. Clause 10 shall further state "This Paragraph shall be construed to apply to matters affecting title, the physical condition of the Premises and compliance of the Premises with municipal, county, state or federal codes, ordinances, statutes or regulations concerning the premises and to which the premises are subject under the terms of this agreement.
36. Any matter or practice arising under or relating to this Agreement which is the subject of a practice standard of the Massachusetts Real Estate Bar Association shall be governed by such standard to the extent applicable and if not superseded by subsequent case law.
37. Execution of Deed: In the event that SELLER is a natural person, SELLER shall execute the deed personally; it is agreed that a deed executed under a Power of Attorney shall not constitute a satisfactory deed under Paragraph 4. Any spouse of the seller must also execute the deed.
38. If the Premises are affected by an Order of Conditions issued by the Conservation Commission for the Town in which the Premises are situated SELLER shall provide BUYER or lender's counsel with a certificate of compliance for said Order of Conditions prior to closing.
39. Notwithstanding anything else in this Agreement to the contrary, SELLER represents that, as of the date of this Agreement and the date of the delivery of the deed:
- A. there are no contracts, oral or written, involving the Premises which SELLER has negotiated or contracted or which will be binding upon BUYER or affect the Premises in any manner after the closing, except for those contracts expressly permitted by this Agreement;
 - B. SELLER is not a "foreign person" as that term is used in Internal Revenue Code Section 1445 and the regulations promulgated thereunder, and accordingly BUYER is not required to withhold any taxes upon the disposition of the Premises to the BUYER;
 - C. SELLER represents, to the best of their knowledge that there is no pending SELLER bankruptcy, mortgage foreclosure, contemplated town/city betterment or assessment, or other proceedings or circumstances that might impact adversely on the SELLER's ability to perform on the closing date, and that the mortgage and other lien payoffs will be for less than the sales price.
 - D. SELLER warrants and represents to BUYER that they are not aware of any litigation pending or threatened regarding the property, either by a Tenant or anyone else. This paragraph shall survive the delivery of the Deed.
- The SELLER and the BUYER each represent to the other that they have not dealt with any real estate broker in connection with this transaction, nor were they directed to each other as a result of any services or facilities of any real estate broker except the Brokers set forth herein. The SELLER and BUYER agree to indemnify and hold the other harmless from any loss, damage, cost (including without limitation, attorneys' fees) or liability which either party may incur as a consequence of any claims for a commission or fee arising from this transaction asserted against either party by any broker, other than the broker named herein, with whom either party has dealt. This paragraph shall survive delivery of the deed.
40. All risk of loss shall stay with the SELLER until the recording of the deed.
41. All notices required or permitted to be given hereunder shall be in writing and delivered by hand, by certified mail, postage prepaid, return receipt requested, by express courier service or by facsimile transmission, to the parties:

(A) to BUYER's attorney:
Elizabeth K. Cotter, Esq.
COTTER LAW PC
411 Route 6A
Yarmouthport MA 02675
508-437-3933 phone
508-342-7317 fax
liz@cotterlawpc.com

(B) to SELLER's attorney:
Kathleen E. Kilkenney, Esq.
Kilkenny Law Offices
15B Market Place
West Chatham, MA 02669
Tel: 508-945-2800
Fax: 508-945-3799
kathleen@kilkennylaw.com

42. Seller represents that the sales proceeds from these premises will be sufficient to fully pay off and/or discharge all mortgage(s), UCC Financing Statements, construction loans and/or equity line(s) of record. Seller agrees to fully and promptly disclose to Buyer's attorney and/or Buyer's Lender's attorney mortgage payoff information for all mortgages of record, including but not limited to: (i) lender name(s), address(es) and phone number(s); (ii) mortgage account number(s); and (iii) Sellers' social security numbers.
43. This Agreement may be executed in multiple counterparts, by electronic docu-sign technology, and may initially be executed by facsimile signature with an original signature to follow, and as so executed shall constitute one document.
44. **AUTHORIZATION TO RELEASE CLOSING DISCLOSURE/HUD TO ALL PARTIES TO THE TRANSACTION:** By execution of this agreement, the buyer and seller hereunder specifically authorize the lender, and/or settlement agent to release a signed copy of the Closing Disclosure and/or Settlement Statement to the herein named realtors/brokers and/or their agents.
45. THE PARTIES HEREIN ACKNOWLEDGE THAT THE BUYER'S OBLIGATIONS HEREIN ARE SPECIFICALLY CONTINGENT UPON UNEQUIVOCAL APPROVAL FROM ALL REQUISITE BOARDS AND DEPARTMENTS, UNDER ALL APPLICABLE LAND USE LAWS AND REGULATIONS, TO BUILD SUFFICIENT FOR OCCUPATION, ONE SINGLE FAMILY AFFORDABLE DWELLING UNIT WITH CUSTOMARY APPURTENANCES AND RECEIPT OF FUNDING FOR THE SAME. FAILING WHICH, BUYER MAY TERMINATE THIS AGREEMENT WITH A PROMPT REFUND OF ALL DEPOSITS TENDERED HEREUNDER.

NOTICE: THIS IS A LEGAL DOCUMENT THAT CREATES BINDING OBLIGATIONS.
IF NOT UNDERSTOOD, CONSULT AN ATTORNEY.

EXECUTED this _____ day of _____, 2019.

HABITAT FOR HUMANITY OF CAPE COD, INC.

by 

BUYER: VICTORIA GOLDSMITH,
EXECUTIVE DIRECTOR

SELLER: JOHN T. O'BRIEN

(A) to BUYER's attorney:
Elizabeth K. Cotter, Esq.
COTTER LAW PC
411 Route 6A
Yarmouthport MA 02675
508-437-3933 phone
508-342-7317 fax
liz@cotterlawpc.com

(B) to SELLER's attorney:
Kathleen E. Kilkenny, Esq.
Kilkenny Law Offices
15B Market Place
West Chatham, MA 02669
Tel: 508-945-2800
Fax: 508-945-3799
kathleen@kilkennylaw.com

42. Seller represents that the sales proceeds from these premises will be sufficient to fully pay off and/or discharge all mortgage(s), UCC Financing Statements, construction loans and/or equity line(s) of record. Seller agrees to fully and promptly disclose to Buyer's attorney and/or Buyer's Lender's attorney mortgage payoff information for all mortgages of record, including but not limited to: (i) lender name(s), address(es) and phone number(s); (ii) mortgage account number(s); and (iii) Sellers' social security numbers.
43. This Agreement may be executed in multiple counterparts, by electronic docu-sign technology, and may initially be executed by facsimile signature with an original signature to follow, and as so executed shall constitute one document.
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NOTICE: THIS IS A LEGAL DOCUMENT THAT CREATES BINDING OBLIGATIONS.
IF NOT UNDERSTOOD, CONSULT AN ATTORNEY.

EXECUTED this 20TH day of MAY, 2019.

HABITAT FOR HUMANITY OF CAPE COD, INC.

by 
BUYER: VICTORIA GOLOSMITH,
EXECUTIVE DIRECTOR


SELLER: JOHN T. O'BRIEN

MASSACHUSETTS STATE EXCISE TAX
BARNSTABLE COUNTY REGISTRY OF DEEDS
Date: 07-26-2019 @ 02:28pm
Ct1#: 913 Doc#: 35348
Fee: \$684.00 Cons: \$200,000.00
BARNSTABLE COUNTY EXCISE TAX
BARNSTABLE COUNTY REGISTRY OF DEEDS
Date: 07-26-2019 @ 02:28pm
Ct1#: 913 Doc#: 35348
Fee: \$612.00 Cons: \$200,000.00

QUITCLAIM DEED

I, **JOHN T. O'BRIEN**, of 10114 Oakton Terrace Road, Oakton,, VA 22121,

in consideration of **TWO HUNDRED THOUSAND and 00/100 (\$200,000.00)
DOLLARS PAID**,

GRANT TO: **HABITAT FOR HUMANITY OF CAPE COD, INC.**, a non-profit corporation duly established under the laws of the Commonwealth of Massachusetts, having an address of 411 Route 6A, Suite 6, Yarmouthport, MA 02675,

with QUITCLAIM COVENANTS

That certain parcel of vacant land located in Orleans, County of Barnstable, Commonwealth of Massachusetts, bounded and described as follows:

- NORTHEASTERLY by Quanset Road, One Hundred Thirty and 00/100 (130.00) feet;
- SOUTHEASTERLY by Lot 4 as shown on plan hereinafter referred to, two hundred seventy-one and 84/100 (271.84) feet;
- SOUTHWESTERLY by a portion of Lot 1, one hundred five and 00/100 (105.00) feet; and
- NORTHWESTERLY by Lot 2, two hundred twenty-one and 45/100 (221.45) feet.

Containing 23,400 square feet of land, more or less, and being shown as LOT 3 on plan entitled "Subdivision Plan of Land in Orleans, Mass., for Richard Rich & Martin D Rich et ux, Robert B. Barwood, Delineator, Eldredge E. Sparrow, Registered Land Surveyor, South Orleans, Mass., Scale: 1 inch = 40 feet, February 1973", which plan is recorded in Barnstable County Registry of Deeds in Plan Book 272, Page 95.

Subject to restrictions as set forth in Book 2661, Page 286.

For title see deed of Patricia A. O'Brien dated July 27, 2012 and recorded with Barnstable County Registry of Deeds in Book 26536, Page 196.

Property Address: 15 Quanset Road, South Orleans, MA.

Executed as a sealed instrument under the pains and penalties of perjury this 24 day of July, 2019.

John T. O'Brien
JOHN T. O'BRIEN

COMMONWEALTH OF VIRGINIA

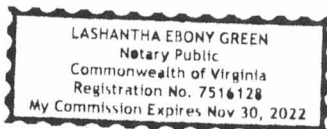
Barnstable, ss.

On this 24th day of July, 2019, before me, the undersigned notary public, personally appeared **JOHN T. O'BRIEN**, proved to me through satisfactory evidence of identification, which was Virginia Drivers License, to be the person whose name is signed on the preceding or attached document and acknowledged to me that he signed it freely and voluntarily for its stated purpose and who swore or affirmed to me that the contents of this document are truthful and accurate to the best of his knowledge and belief.

[Signature]

Notary Public:

My Commission Expires: 11/30/2022



BARNSTABLE REGISTRY OF DEEDS
John F. Meade, Register

MORTGAGE

HABITAT FOR HUMANITY OF CAPE COD, INC., a Massachusetts non-profit corporation, with an address of 411 Main Street, Suite 6, Yarmouthport, MA 02675

for consideration paid,

grants to Henry Brehm, Matthew H. Cole, Gregory DeLory, Ward Ghory, Duane P. Landreth, Alexis Mathison, Alan McClennen Jr., and Mefford Runyon, Trustees of the Orleans Affordable Housing Trust Fund under Declaration of Trust dated January 30, 2019, and recorded with the Barnstable County Registry of Deeds in Book 31813 Page 229, with an address of Town Hall, 19 School Road, Orleans, MA 02653,

with MORTGAGE COVENANTS

To secure the performance of a certain Grant Agreement dated July 2 2019, by and between Habitat For Humanity Of Cape Cod, Inc. ("Habitat") and the Orleans Affordable Housing Trust Fund ("Trust"), whereby the Trust is providing funding in the amount of \$200,000.00 for affordable housing purposes,

That certain tract or parcel of land located in Orleans, County of Barnstable, Commonwealth of Massachusetts, described as follows:

*NORTHEASTERLY by Quanset Road, one hundred thirty and 00/100 (130.00) feet;
SOUTHEASTERLY by Lot 4, as shown on plan hereinafter referred to, tow hundred seventy-one and 84/100 (271.84) feet; SOUTHWESTERLY by a portion of Lot 1, one hundred five and 00/100 (105.00) feet; and NORTHWESTERLY by Lot 2, two hundred twenty-one and 45/100 (221.45).*

Containing 23,400 square feet of land, more or less, and being shown as LOT 3 ON PLAN ENTITLED, "Subdivision Plan of Land in Orleans, Mass. For Richard Rich and Martin D. Rich et ux Robert B. Barwood Delineator Eldredge E. Sparrow Registered Land Surveyor South Orleans Mass. Scale: 1 inch = 40 feet February 1973", which plan is recorded in Barnstable County Registry of Deeds in Plan Book 272, Page 95. ("Mortgaged Premises")

By acceptance of this Mortgage, the Mortgagee herein covenants and agrees to execute and deliver to the Mortgagor a subordination of this Mortgage to other Mortgages to institutional and/or government lenders, provided the proceeds from the same are applied to the acquisition of and/or construction upon the Mortgaged Premises.

By acceptance of this Mortgage, the Mortgagee herein covenants and agrees to execute and deliver to the Mortgagor a Discharge for this Mortgage upon the recording of a deed of the Premises which shall contain an Affordable Housing Deed Rider in a form approved by the Commonwealth of Massachusetts Department of Housing and Community Development Local Initiative Program and the Town of Orleans.

Habitat hereby covenants that Habitat is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant, and convey the Mortgaged Premises.

This Mortgage is upon the STATUTORY CONDITION, and upon the further condition that all covenants and agreements of Habitat herein, and all covenants and agreements of Habitat contained in said Grant Agreement shall be kept and fully performed, for any breach of which the Trust shall have the STATUTORY POWER OF SALE.

For Mortgagor's title see the deed dated _____, 2019, recorded with the ^{herewith} Barnstable County Registry of Deeds in Book _____, Page _____.

In Witness Whereof, Habitat For Humanity Of Cape Cod, Inc. has caused there presents to be signed and its corporate seal to be hereto affixed by Lynette Helms, its President, this _____ day of July 2019

Habitat For Humanity Of Cape Cod, Inc.

By: Nancy F. Smith
Nancy F. Smith, President

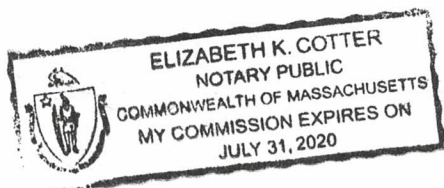
COMMONWEALTH OF MASSACHUSETTS

Barnstable County


On this 2 day of July 2019, before me, the undersigned notary public, personally appeared Nancy F. Smith, President as aforesaid, proved to me through satisfactory evidence of identification, which was MA Driver License, to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it on behalf of Habitat For Humanity of Cape Cod, Inc., voluntarily for its stated purpose.

[Signature]
Notary Public

My commission expires:



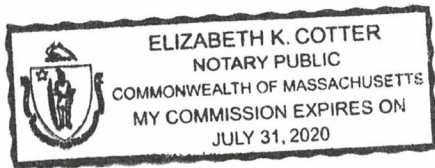
Habitat For Humanity Of Cape Cod, Inc.

By: 
Linda A. Cebula, Treasurer

COMMONWEALTH OF MASSACHUSETTS

Barnstable County

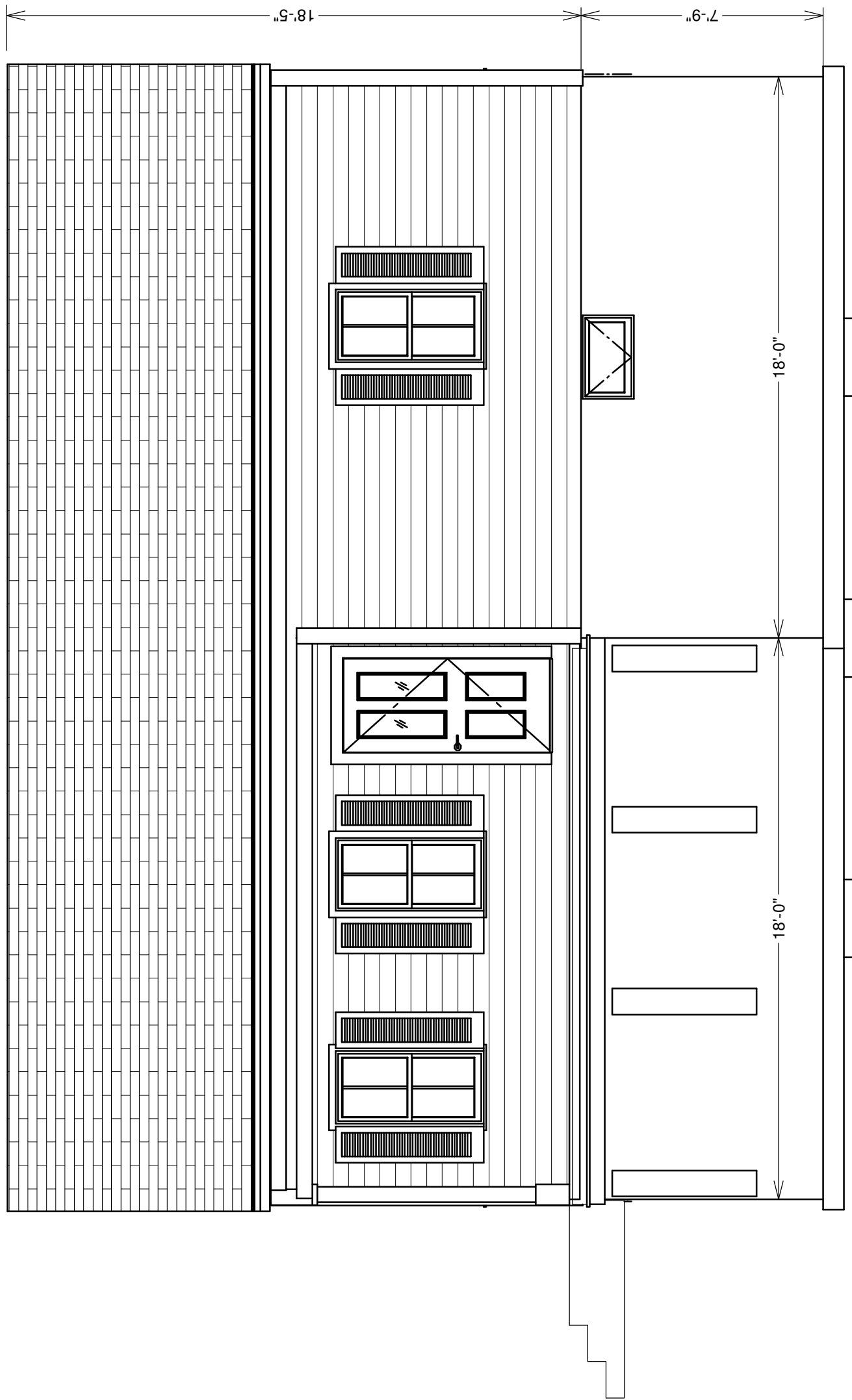
On this 2 day of July 2019, before me, the undersigned notary public, personally appeared Linda A. Cebula, Treasurer, as aforesaid, proved to me through satisfactory evidence of identification, which was MA driver license, to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it on behalf of Habitat For Humanity of Cape Cod, Inc., voluntarily for its stated purpose.




Notary Public
My commission expires:

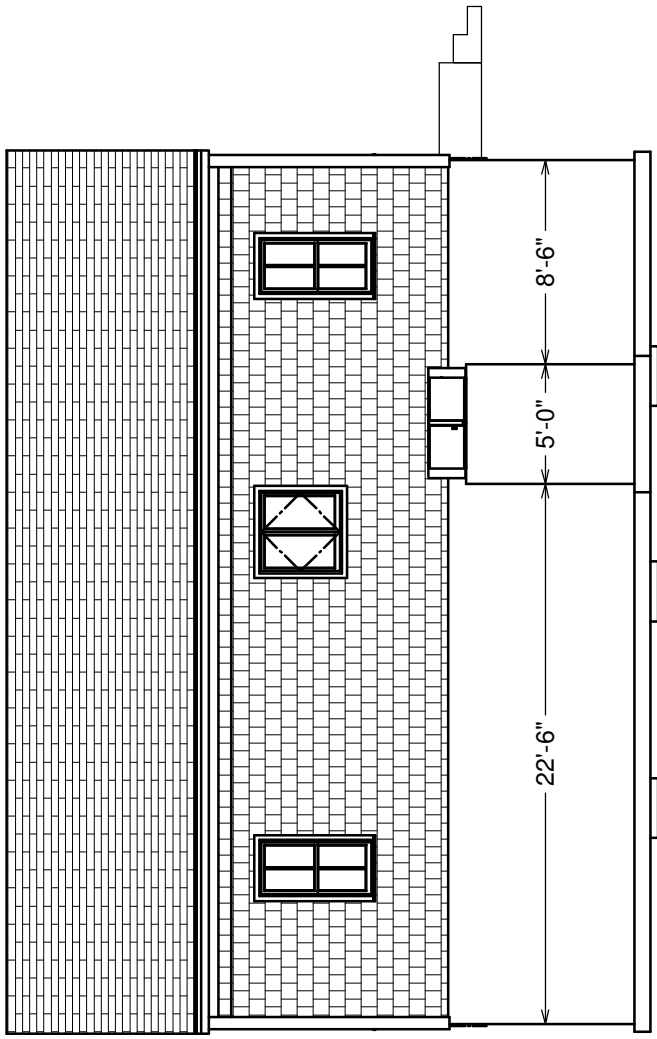
BARNSTABLE REGISTRY OF DEEDS
John F. Meade, Register

ATTACHMENT C

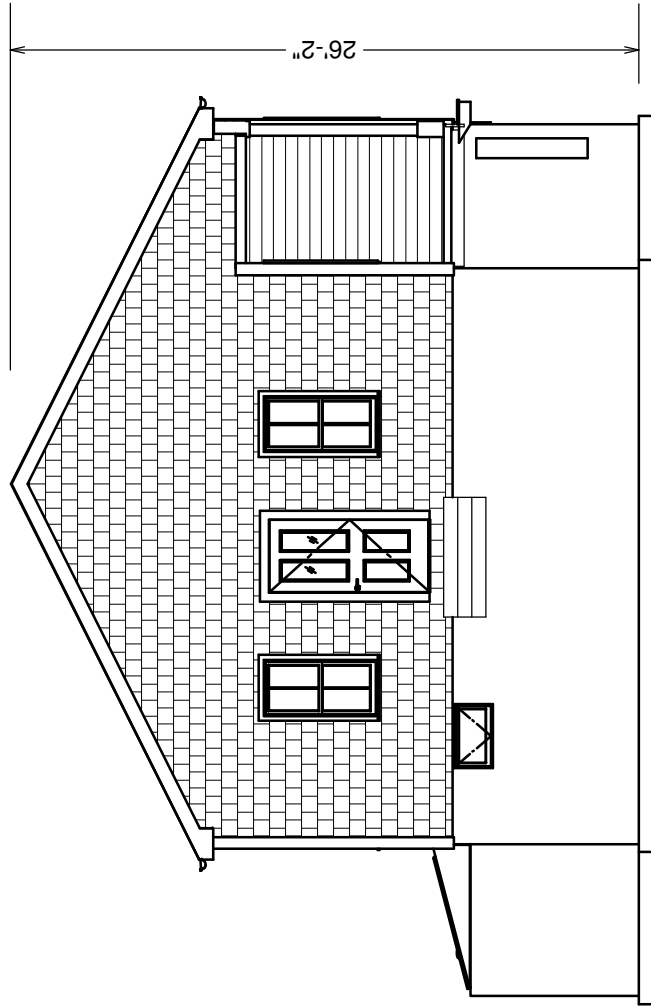


FRONT ELEVATION
1/4" = 1'

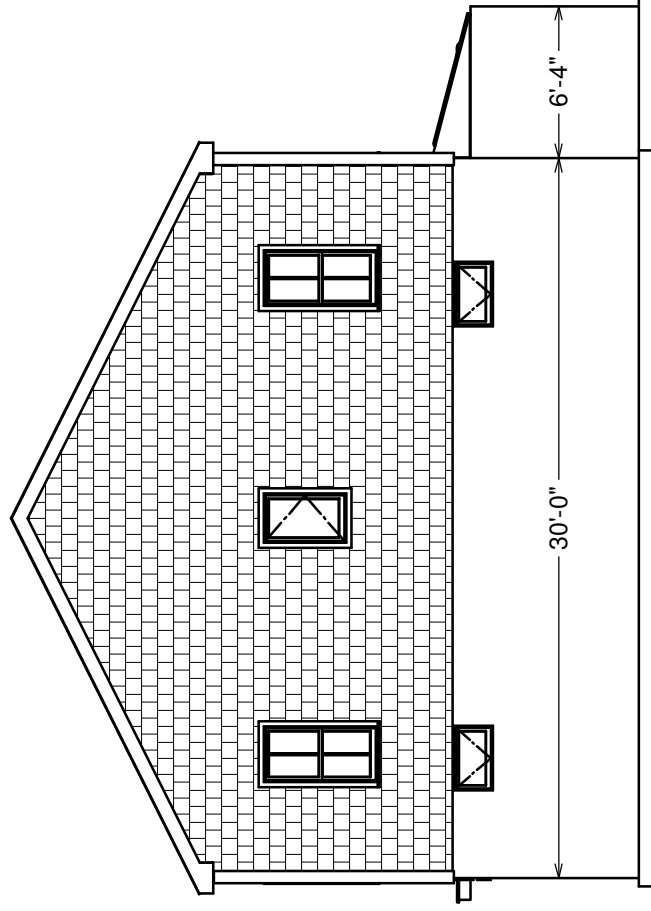
PROPOSED 2 BEDROOM RANCH FOR:			
HABITAT FOR HUMANITY OF CAPE COD			
IN:	ORLEANS	SCALE:	DRAWN BY:
ON:	15 Quanset Road	1/8" = 1' OR NOTED	DAVID F ALTEN
		DATE PRINTED:	SHEET #
		5/14/2019	1



REAR ELEVATION



RIGHT ELEVATION



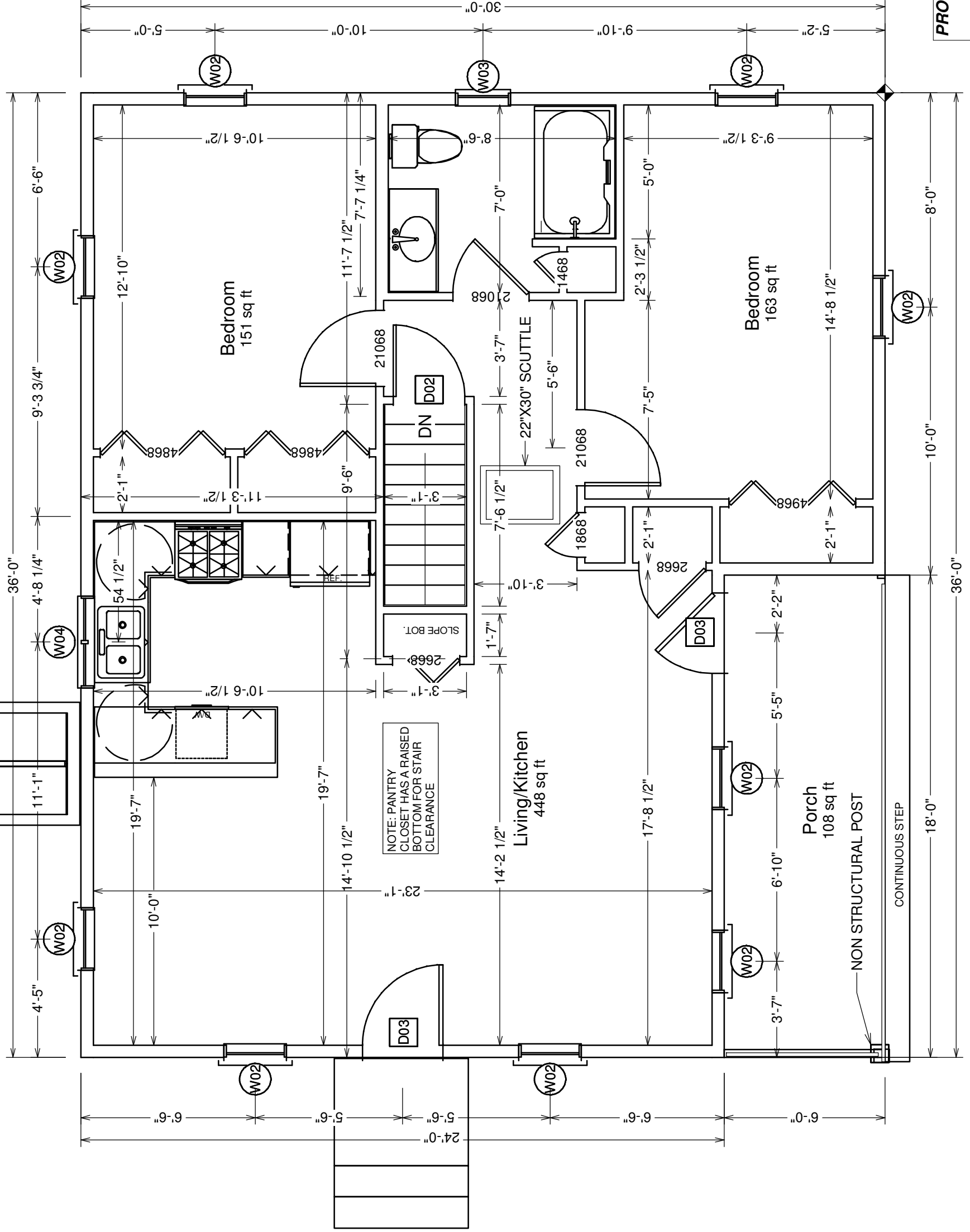
LEFT ELEVATION

PROPOSED 2 BEDROOM RANCH FOR:
HABITAT FOR HUMANITY OF CAPE COD

IN: ORLEANS	SCALE: 1/8" = 1' OR NOTED	DRAWN BY: DAVID F ALTEN
ON: 15 Quanset Road	DATE PRINTED: 5/14/2019	SHEET # 2

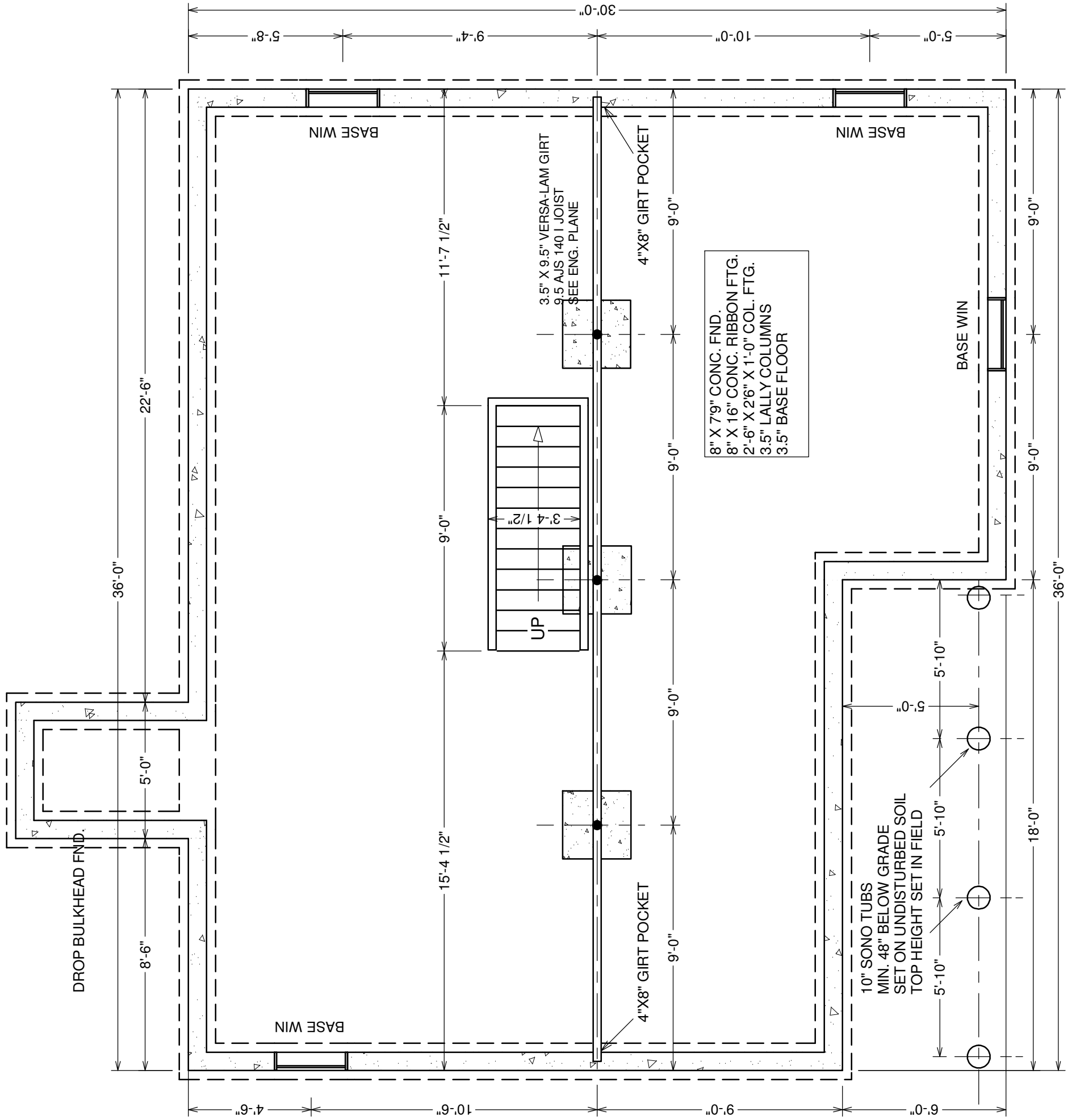
DOOR SCHEDULE					
NUMBER	QTY	FLOOR	SIZE	DESCRIPTION	COMMENTS
D02	1	1	2868	6 PANEL	
D03	2	1	3068	1/2 VIEW 2 LITE 2 PANEL	

WINDOW SCHEDULE				
NUMBER	QTY	FLOOR	CODE	COMMENTS
W02	9	1	244DH2449	U.30 S.29
W03	1	1	C135	U.28 S.32
W04	1	1	CN235	U.28 S.31



PROPOSED 2 BEDROOM RANCH FOR: HABITAT FOR HUMANITY OF CAPE COD			
IN:	ORLEANS	SCALE:	1/8" = 1' OR NOTED
ON:	15 Quanset Road	DATE PRINTED:	5/14/2019
		DRAWN BY:	DAVID F ALTEN
		SHEET #	3

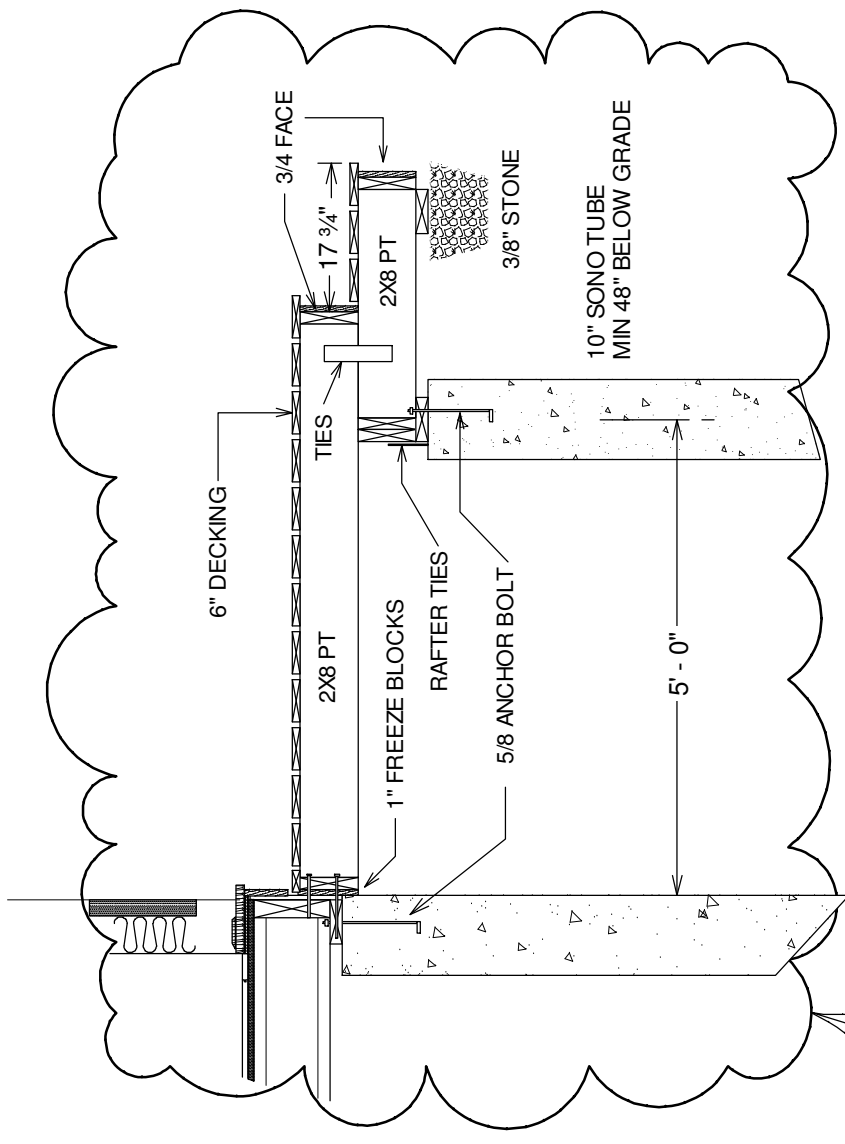
FIRST FLOOR PLAN
1/4" = 1'



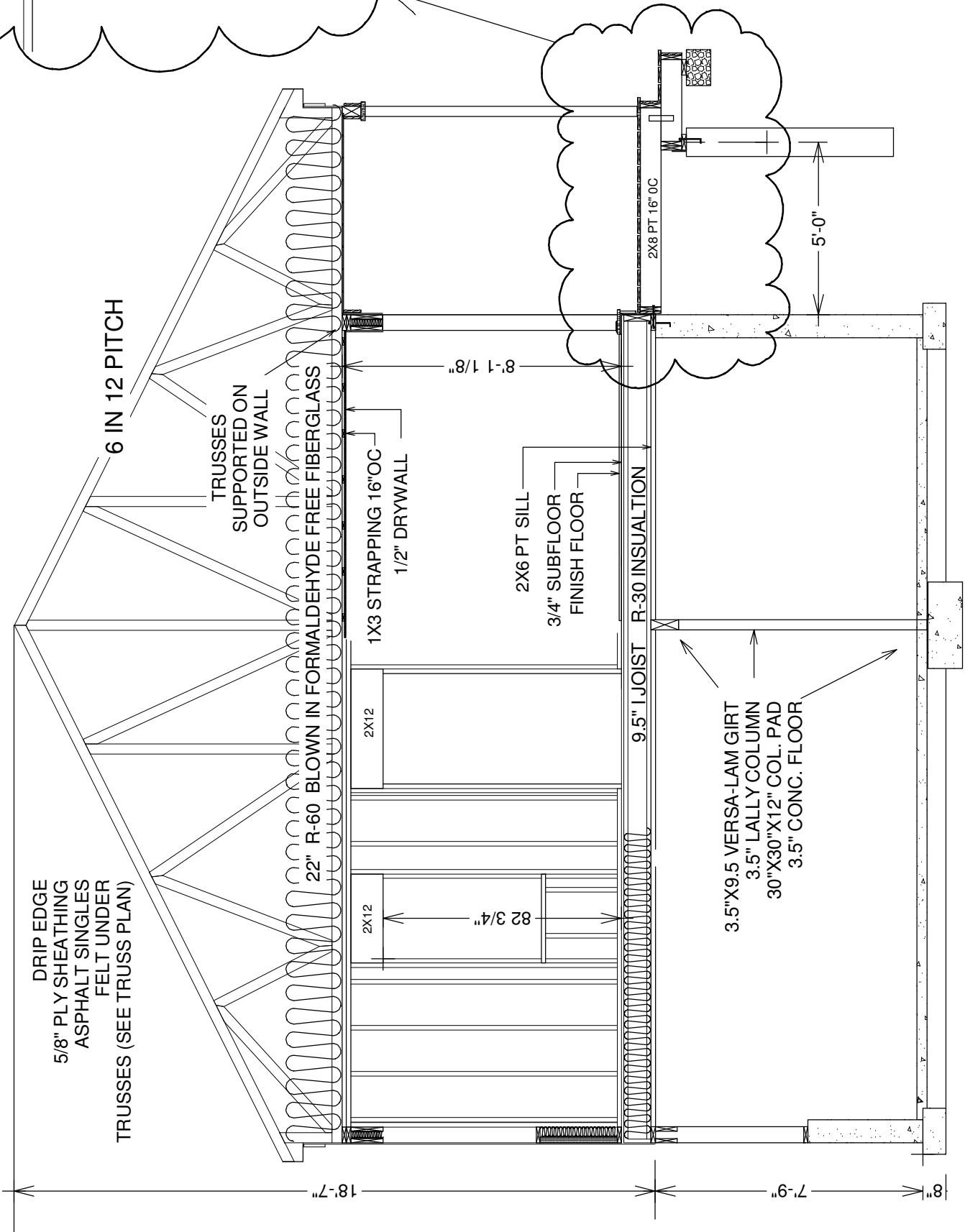
8" X 7'9" CONC. FND.
 8" X 16" CONC. RIBBON FTG.
 2'-6" X 2'6" X 1'-0" COL. FTG.
 3.5" LALLY COLUMNS
 3.5" BASE FLOOR

BASEMENT PLAN
 1/4" = 1'

PROPOSED 2 BEDROOM RANCH FOR: HABITAT FOR HUMANITY OF CAPE COD			
IN: ORLEANS	SCALE: 1/8" = 1' OR NOTED	DRAWN BY: DAVID F ALTEN	SHEET # 4
ON: 15 Quanset Road	DATE PRINTED: 5/14/2019		



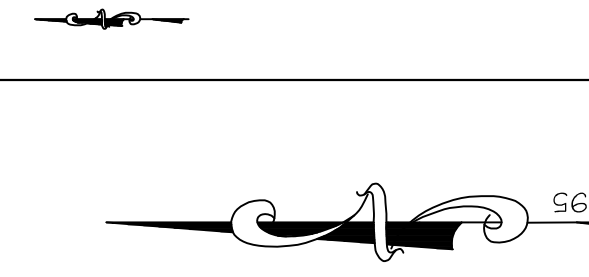
PORCH DECK DETAIL
1/2" = 1'



CROSS SECTION DETAIL
1/4" = 1'

- 1X8 FASCIA
- 1X6 SOFFIT
- GUTTER
- FREEZE
- 2/2X6 TOP PLATE
- 2/2X12 HEADER INS. BETWEEN
- 1/2" DRYWALL
- 2X6X92 5/8" STUDS 16" OC
- 1/2" SHEATHING
- WHITE CEDAR SIDING
- FELT UNDER W.C.
- R-10 RIGID INS PLUS
- R13 FRICTION FIT BATTS
- = WALLS @ R23
- 2X6 PLATE
- 3/4" SUBFLOOR
- 9.5" I JOIST 16" OC
- 2X6 PT SILL
- 5/8" AB
- DAMPROOF
- 8"X7=9" FND
- 8"X16" FTG

PROPOSED 2 BEDROOM RANCH FOR:			
HABITAT FOR HUMANITY OF CAPE COD			
IN:	ORLEANS	SCALE:	1/8" = 1' OR NOTED
ON:	15 Quanset Road	DATE PRINTED:	5/14/2019
		DRAWN BY:	DAVID F ALTEN
		SHEET #	5



Plan Book 272 Page 95

PLAN BOOK 272 PAGE 95
 DEED BOOK 26536 PAGE 196
 ASSESSORS' MAP 74 PARCEL 31

NOT TO SCALE

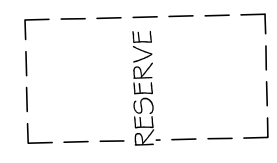
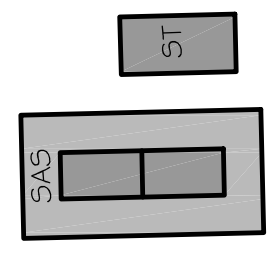
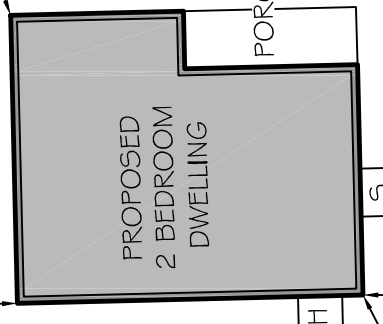
LEGEND

- 32 — EXISTING CONTOUR
- 32 — PROPOSED CONTOUR
- X 12,34 EXISTING SPOT GRADE
- 24x5 PROPOSED SPOT GRADE
- W — WATER SERVICE LINE
- O — OVERHEAD UTILITY SERVICE
- U — UNDERGROUND UTILITY SERVICE
- G — GAS SERVICE LINE
- ST TEST HOLE / BORING LOCATION
- DB SEPTIC TANK
- SAS DISTRIBUTION BOX
- SOIL ABSORPTION SYSTEM
- RESERVED FOR FUTURE
- UTILITY POLE
- CATCH BASIN
- FIRE HYDRANT
- WELL
- DRAINAGE MANHOLE
- CONCRETE BOUND, FOUND
- TOP OF BANK
- LIMIT OF WORK
- FENCE
- EDGE OF CLEARING

QUANSET ROAD

(50' Wide Town Way)

LOT 3
 Area = 23,400 SF±



PROPOSED DRIVEWAY

Edge of Pavement



SCALE 1" = 20'

G:\AA\Jobs\Habitat\0722 - 15 Quanset Rd, Orleans\dwg\0722-Concept_Plan.dwg

HABITAT FOR HUMANITY OF CAPE COD, INC
 4111 Main Street, Suite 6, Yarmouthport, MA 02675

SITE CONCEPT PLAN
 15 QUANSET ROAD, ORLEANS, MA

J.M. O'REILLY & ASSOCIATES, INC.
 Professional Engineering & Land Surveying Services

1573 Main Street - Route 6A
 101 Box 1773
 Brewster, MA 02631 (508)896-6602 Fax
 (508)896-6601 Office
 DATE: 6/10/2019 BY: JMO RFR AS NOTED
 SCALE: As Noted
 CHECK: JMO
 JOB NUMBER: JMO-8722

ATTACHMENT D

	by/before 2019 1Q	2019 1Q	2019 2Q	2019 3Q	2019 4Q	2020 1Q	2020 2Q	2020 3Q	2020 4Q	2021 1Q	2021 2Q	2021 3Q	2021 4Q
✓ = completed task u = underway													
Acquisition Grants (Affordable Housing Trust Fund)			5/1/19										
Site Control/Deed				7/26/19									
Local Action Unit (LAU) Application													
Permitting													
Construction Drawings													
OAF and CPA Grant Applications													
Infrastructure/Utilities/Site Work													
Federal Home Loan Bank of Boston Grant Application													
Home Buyer Application Process													
Lottery for Buyers													
Private Fundraising / All Funds Committed													
Wall Raising													
Family and Volunteer Build													
Cert of Occupancy, Homes Sold to Families													

ATTACHMENT E

ORLEANS QUANSET COMMUNITY HOUSING		1 HOMES			
FUND USES					
		BUDGET	PER UNIT	PER SF	% of TTL
(a)	Site Acquisition	\$ 200,000	\$ 200,000	\$ 99	0
Site Work/Hard Costs					
	Drainage	\$ -	\$ -	\$ -	0
	Driveways and Parking	\$ 7,000	\$ 7,000	\$ 3	0
	Earthwork/Topsoil	\$ -	\$ -	\$ -	0
	Excavate, Backfill, Septic, Waterline	\$ 21,800	\$ 21,800	\$ 11	0
	Lawns, Plantings and Walkways	\$ 4,950	\$ 4,950	\$ 2	0
	Other:	\$ -	\$ -	\$ -	0
	Roadway	\$ 4,235	\$ 4,235	\$ 2	0
	Sheds	\$ 2,840	\$ 2,840	\$ 1	0
	Site Landscaping & Loam Shoulders	\$ -	\$ -	\$ -	0
	Site Utilities (not extensions/road)	\$ -	\$ -	\$ -	0
	Water/Wells	\$ 5,000	\$ 5,000	\$ 2	0
(b)	Subtotal Site Work	\$ 45,825	\$ 45,825	\$ 23	0
Direct Construction					
	Appliances	\$ 2,000	\$ 2,000	\$ 1	0
	Cabinets & Vanities	\$ 5,000	\$ 5,000	\$ 2	0
	Carpentry/Doors & Windows	\$ 41,000	\$ 41,000	\$ 20	0
	Concrete	\$ 19,500	\$ 19,500	\$ 10	0
	Electrical	\$ 11,500	\$ 11,500	\$ 6	0
	Insulation	\$ 8,790	\$ 8,790	\$ 4	0
	Interior Finish	\$ 15,500	\$ 15,500	\$ 8	0
	Plumbing/HVAC	\$ 26,000	\$ 26,000	\$ 13	0
	Solar Install	\$ -	\$ -	\$ -	0
	SAVINGS - Professional Discounts	\$ -	\$ -	\$ -	0
c	SubTotal Direct Construction	\$ 129,290	\$ 129,290	\$ 64	0
(d)	SubTotal Site Wk & Direct Const (b + c)	\$ 175,115	\$ 175,115	\$ 87	0
6% of (d)	General Requirements	\$ 10,507	\$ 10,507	\$ 5	0
6% of (d)	Builder's Profit	\$ 10,507	\$ 10,507	\$ 5	0
2% of (d)	Builder's Overhead	\$ 3,502	\$ 3,502	\$ 2	0
e	Total Gen Req, Profit, Overhead	\$ 24,516	\$ 24,516	\$ 12	0
(f)	5% of a,b,c,d	\$ 19,982	\$ 19,982	\$ 10	0
(g)	TOTAL HARD/CONST COSTS (a+b+c+e+f)	\$ 419,613	\$ 419,613	\$ 208	1

ORLEANS QUANSET COMMUNITY HOUSING		1 HOMES			
FUND USES		BUDGET	PER UNIT	PER SF	% of TTL
Soft Costs					
	Accounting	\$ 1,000	\$ 1,000	\$ 0	0
	Architectural	\$ 500	\$ 500	\$ 0	0
	Bond Premium	\$ -	\$ -	\$ -	0
	Construction Interest	\$ 4,125	\$ 4,125	\$ 2	0
	Engineering	\$ 5,350	\$ 5,350	\$ 3	0
	Family Programs/Volunteer Service	\$ 6,146	\$ 6,146	\$ 3	0
	Financing/Application Fees/Apprais	\$ -	\$ -	\$ -	0
	Insurance	\$ 2,842	\$ 2,842	\$ 1	0
	Legal	\$ 3,500	\$ 3,500	\$ 2	0
	Maintenance (unsold units)	\$ -	\$ -	\$ -	0
3% of home \$	Marketing (Affirmative Fair Housing	\$ 4,238	\$ 4,238	\$ 2	0
	Permits/Surveys	\$ 1,500	\$ 1,500	\$ 1	0
	Real Estate Taxes	\$ -	\$ -	\$ -	0
	Security	\$ -	\$ -	\$ -	0
	Site & Construction Supervision	\$ 57,330	\$ 57,330	\$ 28	0
	Utilities	\$ 500	\$ 500	\$ 0	0
	Less Discounts/Gifts in Kind	\$ -	\$ -	\$ -	0
(h)	Subtotal Soft Costs	\$ 87,031	\$ 87,031	\$ 43	0
(i)	0 Soft Cost Contingency	\$ 4,352	\$ 4,352	\$ 2	0
(j)	TOTAL SOFT COSTS	\$ 91,382	\$ 91,382	\$ 45	0
(k)	HARD AND SOFT COSTS	\$ 510,995	\$ 510,995	\$ 253	1
(l)	0 Developer's Fee	\$ 63,874	\$ 63,874	\$ 32	0
TOTAL DEVELOPMENT COST-CASH		\$ 574,869	\$ 574,869	\$ 285	1

FUND SOURCES			
\$ 141,250	Proceeds from Sale of Homes (USDA)	Note 1	
\$ 200,000	Acquisition Funding	Aff Hsg Trust Fund	
\$ 50,000	Construction Funding	Aff Hsg TF or CPA	
\$ 26,000	FHLBB Grant-Anticipated		
\$ 50,000	Fundraising: Designated Grants & Sponsorships		
\$ 107,619	Habitat Developer Equity		
\$ -	Solar Grants & Energy Rebates	Note 2	
\$ -	Other		
\$ 574,869			

Note 1: The "Proceeds from Sale of Homes-USDA" is based on HHCC's Board approved August 2019 home prices.

Note 2: We will add a solar designated funding source for this project once it is identified.

ATTACHMENT F

2019 USDA 40% Pricing

HOUSING PRICE MODEL	1 bedroom	2 bedroom	3 bedroom	4 bedroom
2018 Sales Price	\$117,500	\$133,750	\$150,000	\$163,250
Allowable 2019 Sales Price @ 40% AMI	\$193,250	\$141,250	\$158,750	\$172,500
Down payment	\$0	\$0	\$0	\$0
Mortgage	\$193,250	\$141,250	\$158,750	\$172,500
<u>Interest rate</u>	1.00%	1.00%	1.00%	1.00%
Amortization/Years	33	33	33	33
Monthly P&I Payments	\$573	\$419	\$471	\$512
<u>Tax Rate</u>	\$8.56	\$8.56	\$8.56	\$8.56
Monthly property tax	\$138	\$101	\$113	\$123
Hazard insurance	\$145	\$106	\$119	\$129
PMI	\$0	\$0	\$0	\$0
Condo/HOA fees (if applicable)	\$60	\$60	\$60	\$60
Monthly Actual Housing Cost	\$916	\$686	\$763	\$824
Necessary Income:	\$43,965	\$32,910	\$36,630	\$39,554
Household Income:	1 bedroom	2 bedroom	3 bedroom	4 bedroom
# of Bedrooms	1	2	3	4
Sample Household size	2	3	4	5
80% Area Median Income	\$58,600	\$65,900	\$73,200	\$79,100
40% Area Median Income	\$43,950	\$49,425	\$54,900	\$59,325
Target Affordable Housing Cost (25% of income to housing cost)	\$916	\$1,030	\$1,144	\$1,236

ASSUMPTIONS:	
Down Payment	0%
Interest Rate	1%
Amortization	33
Property Tax Rate	\$8.56
Hazard Insurance	\$9.00
PMI (Private Mtge Insurance)	0%
HOA fees, annual	\$60.00
Housing Affordability	25%

Local Market Update – October 2019

A Research tool provided by the Cape Cod and Islands Association of REALTORS®, Inc.



Orleans

Single-Family Properties

Key Metrics	October			Year to Date		
	2018	2019	+ / -	2018	2019	+ / -
Pending Sales	11	11	0.0%	98	94	- 4.1%
Closed Sales	16	10	- 37.5%	96	82	- 14.6%
Median Sales Price*	\$757,500	\$571,450	- 24.6%	\$752,500	\$724,500	- 3.7%
Inventory of Homes for Sale	97	105	+ 8.2%	--	--	--
Months Supply of Inventory	10.0	11.9	+ 19.0%	--	--	--
Cumulative Days on Market Until Sale	120	100	- 16.7%	189	165	- 12.7%
Percent of Original List Price Received*	94.7%	91.4%	- 3.5%	91.5%	91.0%	- 0.5%
New Listings	12	19	+ 58.3%	166	173	+ 4.2%

* Does not account for seller concessions. | Activity for one month can sometimes look extreme due to small sample size.

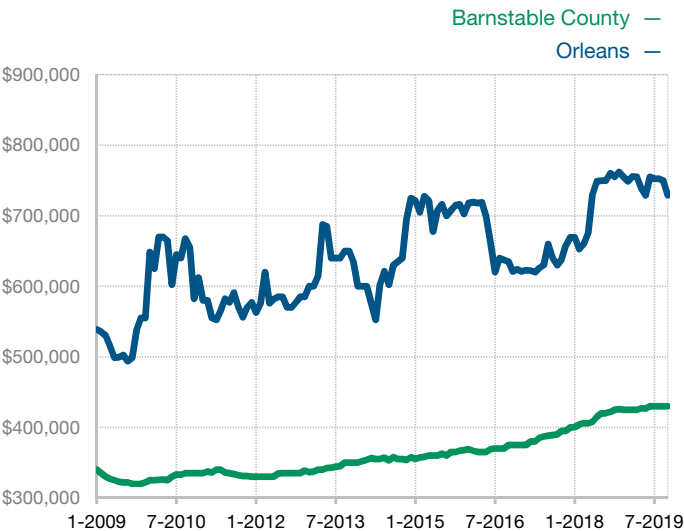
Condominium Properties

Key Metrics	October			Year to Date		
	2018	2019	+ / -	2018	2019	+ / -
Pending Sales	5	0	- 100.0%	37	26	- 29.7%
Closed Sales	4	5	+ 25.0%	35	21	- 40.0%
Median Sales Price*	\$303,500	\$310,000	+ 2.1%	\$285,000	\$230,000	- 19.3%
Inventory of Homes for Sale	7	18	+ 157.1%	--	--	--
Months Supply of Inventory	1.9	6.2	+ 226.3%	--	--	--
Cumulative Days on Market Until Sale	48	60	+ 25.0%	95	113	+ 18.9%
Percent of Original List Price Received*	97.7%	95.2%	- 2.6%	95.4%	93.4%	- 2.1%
New Listings	3	6	+ 100.0%	36	41	+ 13.9%

* Does not account for seller concessions. | Activity for one month can sometimes look extreme due to small sample size.

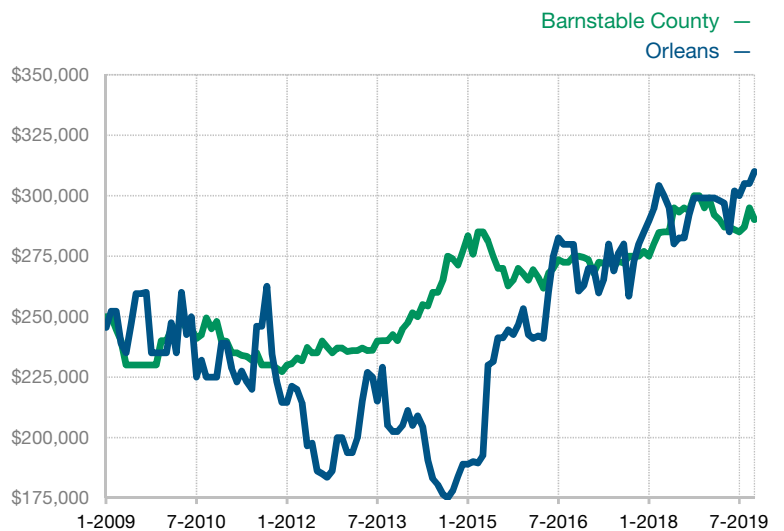
Median Sales Price – Single-Family Properties

Rolling 12-Month Calculation



Median Sales Price – Condominium Properties

Rolling 12-Month Calculation



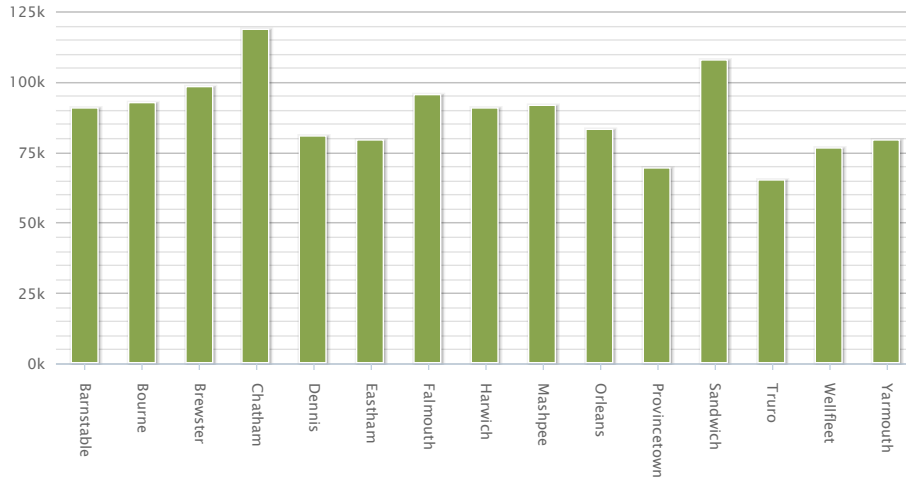
Data by Town

Data by Town

- [Commuting to Work](#)
- [Employment and Wages](#)
- [Families](#)
- [Households](#)
- [Housing Units](#)
- [Population](#)
- [Local Rooms Tax](#)
- [Work](#)

Households

Average Household Size
2011-2017



Total Households **Average Household Size** **Average Household Income** **Median Household Income**

Copy PDF Excel

Households by Town				
Towns	Total Households	Average Household Size	Average Household Income	Median Household Income
Barnstable	18,919	2.32	90,792	66,864
Bourne	8,326	2.33	92,543	73,000
Brewster	4,342	2.19	98,167	69,479
Chatham	2,825	2.12	118,650	74,875
Dennis	7,048	1.97	80,503	56,176
Eastham	2,446	2.01	79,094	62,143
Falmouth	13,877	2.22	95,472	70,918
Harwich	5,572	2.15	90,761	73,468
Mashpee	6,279	2.22	91,622	73,841
Orleans	2,834	2.02	82,898	62,386
Provincetown	1,772	1.66	69,510	47,500
Sandwich	7,773	2.6	107,759	88,870
Truro	796	1.98	65,030	62,844
Wellfleet	1,503	2.09	76,210	59,042
Yarmouth	10,699	2.18	79,352	62,954

Source: American Community Survey 5-Year Estimates



ATTACHMENT G

MARKETING PLAN FOR HOMEOWNERSHIP APPLICANTS

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

Notice of application availability and public workshops:

- Two advertisements in regional newspaper (Cape Cod Times).
- Public Service Announcements to local radio stations and local access cable TV.
- Notice of application availability and public information workshops sent to all persons who have requested information about our application process in the last 12 months.
- Notices sent to area newspapers: The Cape Cod Times (regional paper), and any other weekly or daily newspapers (print or online) serving the Town and surrounding area where the new home(s) will be located.
- Notices and fliers sent to Libraries and local Chambers of Commerce.
- Notices and fliers sent to churches in the Town and surrounding Towns.
- Notices and fliers sent to area housing and social service agencies, and organizations serving the Cape's minority population, including:
 - ✓ Multi-Cultural Development Committee of Cape Cod Community College
 - ✓ NAACP
 - ✓ Housing Assistance Corporation — Cape Home Ownership Center
 - ✓ Cape Cod Child Development (Head Start Programs)
 - ✓ Cape Cod Council of Churches
 - ✓ Community Action Council
 - ✓ Area Housing Authorities
 - ✓ Additional service and charitable agencies serving low-income as may be identified
- Fliers available at Habitat Cape Cod's ReStore locations (Falmouth & Yarmouth)
- Fliers distributed through the town's Elementary and Middle Public Schools, as allowed by the Superintendent.
- Posting, as required on MAHA and CHAPA websites, Massachusetts Housing Authority (MAHA) website: <http://www.massaffordablehomes.org/default.aspx> and the Citizen's Housing and Planning Association: <http://www.chapa.org/>.
- At least two public information sessions are held in the town to inform and assist potential applicants, and also at the Habitat Cape Cod office.
- Applications will be available at one advertised accessible Town location as well as :
 - Habitat Cape Cod's office at 411 Main St. (6A), Yarmouthport, MA.
 - A link on Habitat Cape Cod's website: habitatcapecod.org
 - A link on our Facebook page

LOTTERY PLAN

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

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

Local preference: If approved by DCHD there will be local preference pool for the lottery for up to 70% of the homes. The definition of local resident will be in conformance with DHCD's Affirmative Fair Marketing Plan and will include:

- households currently living in Town,
- households with a member employed by a local business or the municipality or school district, or with a
- household member attending public school in the Town.

In conformance with DHCD standards, no more than 70% of the units for this project may receive a local preference.

If applicable, the applicant pool for the remaining home(s) shall be OPEN meaning there will be no local preference in the application selection for homes in this pool.

Per previous agreement with DHCD, for all homes, eligible qualified applicants who live or work in the 15-Town service area (Barnstable County) of Habitat for Humanity of Cape Cod shall receive a preference over those who do not.

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

ATTACHMENT H



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

Our Homes: Habitat for Humanity of Cape Cod has built 142 homes throughout the Cape Cod region since our founding as an affiliate of Habitat for Humanity International in 1988. Currently we have 11 open and active building permits, 17 about to be submitted, and the potential of 20 plus homes in pre-development, feasibility and permitting.

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

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

Barry Clickstein and **Bob Leary** both serve Habitat as stipend-volunteer construction **Site Supervisors**. Mr. Leary, a retired shop teacher at Falmouth high School, has been a Habitat volunteer for over twenty years, worked as a builder in an early career and is a licensed contractor. Mr. Clickstein is a talented carpenter and respected leader and got the Habitat "bug" after volunteering on his first Habitat construction site in 2007. Each of these fine gentlemen lead crews of 8-30 volunteers, supervising the work, assigning tasks to capable and loyal volunteers, and teaching tasks to novices.

Desmond McMahon has been on the Habitat staff as a **Lead Carpenter** since 2012. He had made his living in residential and commercial construction before joining Habitat's staff. While a builder in the private sector, he attained 10-year volunteer status with Habitat helping on Saturdays and participating on disaster relief trips with Habitat crews. **Mike Sullivan** joined the staff in 2017, when the affiliate's growth necessitated another Lead Carpenter to supervise and lead crews of volunteers at multiple jobs sites. Before joining Habitat, Mike spent over 35 years as a self-employed designer and builder of residential properties. All construction staff have construction supervisors' licenses.

Habitat is led by **Executive Director Vicki Goldsmith**, who brings over three decades of Cape Cod affordable housing experience to the team and is well respected throughout the region. Vicki has worked in affordable housing since 1983 first, managing a congregate home in Hyannis, then as

Director of the Orleans Housing Authority for 13 years, and now as Habitat for Humanity of Cape Cod's (HHCC) Executive Director since 1999. While working in Orleans she participated in community collaborations that resulted in several different residences with supportive services, including a sober house, and a transitional residence for people with mental illnesses in addition to managing rental housing for families and seniors. When Vicki joined Habitat in 1999, we were just completing our 19th home. Today, under Vicki's able guidance we have completed 142 affordable homes spread across the Cape.

Warren Brodie is Habitat's **Permitting Attorney**. Warren is the principal of Law Offices of Warren H. Brodie, P.C., a law firm with offices in Wellesley and Falmouth, MA. He has been in private practice since 1979. The firm specializes in construction law and litigation, including the representation of developers, general contractors, subcontractors and material suppliers at all levels of the judicial process, including the Massachusetts Appeals Court and Supreme Judicial Court. Warren has been involved with Habitat since 2003 primarily involved with land acquisition and permitting, including Comprehensive Permits under Massachusetts General Laws, chapter 40B. Warren has been involved in over 90 Habitat homes.

Elizabeth (Beth) Hardy Wade is Habitat's **Director of Land Acquisition & Project Development**. Beth has been involved in real estate and the construction industry for over 25 years. She has held Real Estate Brokers licenses in Maine and Massachusetts. She also has broad experience with Affordable Housing and the non-profit sector through her position as the Executive Director of CHAMP Homes in Hyannis, and her work with the Friends of Chatham Affordable Housing Committee and the Community Development Partnership. Beth joined Habitat in 2018.

Habitat also has a strong staff that supports the breadth and depth of programs that make up the Habitat experience. Habitat staff also includes a Family Programs Manager, a Volunteer Services Manager, a Resource Development Director, a Fundraising Events Coordinator, as well as office staff, office volunteers, and key contractors (including a conveyance attorney and engineer). Resumes are available on request.

Habitat for Humanity of Cape Cod, Board of Directors 2019-2020

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

Nancy Smith

President - Nancy has spent 40 years as a consultant to the food ingredient industry, 22 of those years at Arthur D. Little, Inc., where she was Vice President and managing director of the company's international consulting practice to the food, beverage and food ingredient industries. Currently, she is a partner of TFG (formerly The Food Group) a boutique consulting firm focused on the food ingredient industry. Her consulting activities focus on helping clients

understand the critical interfaces among technology investment, business strategy and market opportunities. Nancy was a member of the Habitat for Humanity of Cape Cod's 25th gala event committee and has been a volunteer in the Habitat office helping in resource development. She splits her time between her homes in West Yarmouth and Waltham.

Peter Brooks

Treasurer -Peter is a management consultant and founded his own practice, Four Bays Consulting Group, after holding management and consulting roles at IBM, Price Waterhouse Cooper, and several startups. His work focuses on technology-enabled business strategy and financial analysis. Peter has previously served two terms as Habitat Treasurer and participates in the Finance and ReStore Committees. He supports many Cape Cod and national charities. Peter and his wife, Joan, reside in Osterville where they enjoy many outdoor activities.

Debra Anderson

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

Jaime Carey

Jaime is the former Chief Operating Officer and Chief Merchant of Barnes & Noble, Inc., the world's largest retail bookseller. His senior leadership responsibilities included the areas of strategic planning, marketing, merchandising, e-commerce and new store development. Jaime served for eight years on the Board of the National Book Foundation, the presenter of the National Book Awards. He is currently a member of the Advisory Committee for Habitat's ReStores here on the Cape. In addition, he was a family partner and construction volunteer on our Marston's Mills build. Jaime and his wife Rosemary live in North Falmouth near the Shining Sea Bikeway, which they both love to ride.

John DeMello

John has served as President and CEO of The Barnstable Group since 2011. In his words, "CEO should stand for Chief Explanation Officer because providing context and teaching are the most important aspects of the position. Being the CEO of The Barnstable has been a great fit, allowing me to add value to an already great business." A 1988 graduate of the University of Massachusetts, Amherst, with a Bachelor's in Finance and Accounting, John joined The Barnstable in 1996 as Treasurer. The needs of policyholders, who count on The Barnstable to put their lives back together at their greatest time of need, and the partnerships with its independent agents are particularly important to him. For John, a life-long resident of

Dartmouth, each crossing of the Sagamore Bridge reinforces that the Cape is an island with its own unique culture and geography. "I love the ocean," he adds, "and spend most of my free time on the water boating and fishing." He believes in Habitat's mission to sustainably provide access to affordable housing on Cape Cod.

Rabbi David Freelund

David is the rabbi of the Cape Cod Synagogue in Hyannis where he has been for the last thirteen years. Prior to living on the Cape, he served a community in Tucson, AZ where he was introduced to Habitat. His other interests include music, cooking, and social justice. He and his wife, Bettina, live in Centerville.

Peter Kimball

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

Josh Jalbert

Josh has worked at Shepley Wood Products of Hyannis for 8 years and is currently in an Outside Sales position. He was born and raised on Cape Cod into a large family. He has 13 aunts and uncles most of whom still live and work on the Cape and too many cousins to name! He grew up in the home building industry and is proud to be serving Habitat and local community in which he lives. He currently resides in South Dennis and enjoys spending time on the beach or at the parks with his wife Farran and 4-year-old son Russell.

Steve Jenney

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

Patricia Mormann

Patricia, now retired, has thirteen years of marketing and communications experience in the HVAC industry. In addition, she also served as a market analyst and director of business

development. She has background in governance and strategic planning and appreciates the special challenges volunteer organizations face. Initial Habitat involvement grew from church mission trips to the Gulf coast following hurricane Katrina. After moving to the Cape in 2011, she and her husband have increasingly supported the work of Habitat in this region.

Kathleen Nagle

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

Sue Partridge

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

Jill Scalise

Jill has been helping to reduce homelessness, professionally and on a volunteer basis, for 25 years. She has a Master of Social Service with a concentration in Advocacy, Planning and Program Development. From 2004 to 2016 she worked for the Cape Cod Council of Churches as the Director of Case Management and Hospitality Housing, where she helped those seeking housing and provided supportive services to those now in housing. In 2017 she was hired by the Town of Brewster as its Housing Coordinator. "I believe my experience will be helpful in understanding both the needs of, and resources for, families moving into Habitat homes." Jill lives in Brewster.

Leslie Schneeberger

Leslie took the helm of the Siemasko + Verbridge, SV Design, Chatham office in 2015, where she heads up SV Design's practice on the Cape and Islands. A long-time Cape Cod resident and accomplished architect, Leslie has a passion for designing innovative buildings that complement their surroundings, elevate the community and enrich their owners' daily lives. Over the past fifteen years, she has designed and administered the construction of custom homes and commercial projects throughout the Cape. Leslie earned a Master of Architecture from the

University of Colorado; a BA from St. Lawrence University; and studied Interior Design at Pratt Institute. She serves on the building committees for the Monomoy regional High School and the Cape Cod Technical High School and Facilities committee for Pleasant Bay Community Boating. Leslie is passionate about community projects that make Cape Cod a more vibrant place for year-round living. She lives in Chatham with her wonderful family – husband and two girls – who give her a great incentive to make the Cape, our community, the best it can be.

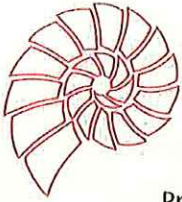
Father Joe Towle

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

Recent Project References

Project Name	Address	Housing Type	No. of Units	Total Dev Cost	Subsidy Program	Date Complete	Reference (Town Adm)
Great Neck Road North	Mashpee	Single Family Ownership	2	\$606,398	DHCD 40B	In progress	Rodney Collins 508-539-1400
Degrass Road	Mashpee	Single Family Ownership	1	\$368,255	LIP/LAU	In progress	Rodney Collins 508-539-1400
Durkee Lane	Wellfleet	Single Family Ownership	2	\$848,893	LIP/LAU	In progress	Dan Hoort (508) 349-0300
Tubman Road	Brewster	Single Family Ownership	6 + 8 two phases	\$5,525,954	DHCD 40B	Phase 1: 8/2018 Phase 2: In progress	Peter Lombardi 508-896-3701
Janall Drive	Dennis	Single Family Ownership	2	\$522,154	LIP/LAU	8/2019	Elizabeth Sullivan 508-760-6148
S. Yarmouth Road	Dennis	Single Family Ownership	1	\$289,566	LIP/LAU	7/2019	Elizabeth Sullivan 508-760-6148
River Road	Barnstable	Single Family Ownership	4	\$1,584,327	DHCD 40B	3/2019	Mark Ells 508-862-4610
143 Route 6	Truro	Single Family Ownership	3	\$1,279,919	DHCD 40B	9/2018	Rae Ann Palmer 508-214-0201
Main Street	Chatham	Single Family Ownership	4	\$859,411	DHCD 40B	8/2017	Jill Goldsmith 508-945-5105
Virginia Street	Yarmouth	Single Family Ownership	6	\$1,394,278	DHCD 40B	5/2017	Daniel Knapik 508-398-2231
Orchard & Quinaquisset	Mashpee	Single Family Ownership	2	\$593,849	DHCD 40B	5/2017	Rodney Collins 508-539-1401
Old Stage Rd	Barnstable	Single Family Ownership	2	\$437,469	DHCD 40B	8/2016	Mark Ells 508-862-4610
Rabbit Run	Eastham	Single Family Ownership	1	\$215,336	DHCD LAU	6/2016	Jacqueline Beebe 508-240-5900
Oak Street	Harwich	Single Family Ownership	7	\$1,389,121	DHCD 40B	7/2016	Christopher Clark 508-430-7513
Sesame Street	Barnstable	Single Family Ownership	2	\$486,148	DHCD 40B	7/2015	Mark Ells 508-862-4610
Glenwood	Falmouth	Duplex Ownership	2	\$306,000	DHCD 40B	1/2015	Julian Susso 508-495-7320
Bevan Way	Orleans	Single Family Ownership	6	\$1,602,740	DHCD 40B	9/2015	John Kelly 508-240-3700
Ginger Lane	Barnstable	Single Family Ownership	1	\$160,232	LIP/LAU	5/2014	Mark Ells 508-862-4610
Park Place	Mashpee	Single Family Ownership	2	\$266,000	DHCD 40B	4/2014	Rodney Collins 508-539-1401
Yellow Brick Road	Truro	Single Family Ownership	1	\$133,000	LIP/LAU	7/2013.	Rae Ann Palmer 508-241-0201
Sandy Meadow Way	Eastham	Single Family Ownership	2	\$266,000	LIP/LAU	4/2013	Jacqueline Beebe 508-240-5900

ATTACHMENT I



J.M. O'REILLY & ASSOCIATES, INC.

PROFESSIONAL ENGINEERING, LAND SURVEYING & ENVIRONMENTAL SERVICES

Site Development • Property Line • Subdivision • Sanitary • Land Court • Environmental Permitting
Proposal

May 17, 2019

Habitat for Humanity of Cape Cod
Ms. Victoria Goldsmith, Executive Director
Ms. Beth Wade, Land Acquisition & Permitting Manager
411 Main Street, Suite 6
Yarmouth Port, MA 02675

vg@habitatcapecod.org
land@habitatcapecod.org

RE: **Site Development Proposal**
15 Quanset Road
Orleans, MA
Map: 13 / Parcel: 10

Dear Ms. Wade,

As requested by you, J.M. O'REILLY & ASSOCIATES, INC. has outlined below a budget for the engineering services necessary for the proposed development at the above referenced property. The Scope of Service is as follows:

Phase 1: Construction Plans

1. Fieldwork to establish a survey traverse so as to locate property boundaries, site features, utilities, the lot topography and abutting wells & septs as necessary for the preparation of a Construction Plan.
2. Soil testing, allowance for a total of (4) four test holes and (2) two percolation tests.
3. Design and preparation of a Construction Plan. Plan will include designs for sewage disposal system to serve the proposed dwelling, driveway details, drainage design, and utility layout.

Budget: \$ 2,150.00

Backhoe: \$ 400.00

Town Fee: \$ 150.00

Phase 2: Construction Layout & Inspections:

4. Office calculations to prepare staking sheets for the building and septic system.
5. Fieldwork to stake the building for excavation, pin footing within the excavation, pin the walls on the foundation footing and location of newly constructed foundation (Allowance for 4 site visits total).

6. Fieldwork to stake the sewage disposal system for installation (Allowance for 1 site visit per lot)
7. Office work and drafting to prepare a Certified Plot Plan for the foundation.
8. Fieldwork and office administration to inspect the newly installed Sewage Disposal System as required by the Board of Health (Allowance for 1 site visit).

Budget: \$ 2,600

The following are not included in the above budget; subcontractor mark-up fees, any required plan revisions, filing fees, postage, reproduction, additional site visits beyond what are budgeted for above, additional project consultation (beyond budget allowance), supervision of asphalt installation, road/site as-built plan, and attendance at any additional meetings beyond those accounted for above. Above filing fees are estimates and subject to change.

J.M. O'REILLY & ASSOCIATES, INC. is not responsible for any underground utilities, water/irrigation lines, or underground tanks not marked by Dig-Safe, town Water Department, or private locating companies. The repair and cost of the repair to any disturbed underground utilities, water/irrigation lines, or underground tanks is the responsibility of the homeowner or the homeowner's representative.

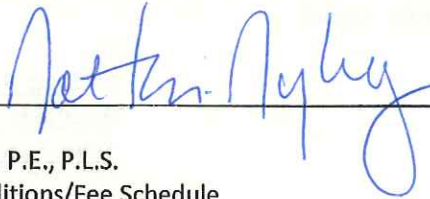
Therefore, if you are in agreement with the above Scope of Services and its associated budget please sign the authorization below and return one copy to our office. If you have any questions regarding the proposal, please contact me directly.

Very Truly Yours,
J.M. O'REILLY & ASSOCIATES, INC.



Robert Reedy, EIT
Project Engineer

AUTHORIZATION _____



DATE _____

5/16/19

cc: John M. O'Reilly, P.E., P.L.S.
Encl.: Terms & Conditions/Fee Schedule

