

**BARNSTABLE COUNTY
BUDGET PROCESS FISCAL YEAR 2018**

November 21, 2016	DISTRIBUTION OF BUDGET REQUEST PACKAGE.
November 21 – December 2	FINANCE DEPARTMENT AVAILABLE TO ASSIST WITH BUDGET REQUEST QUESTIONS & SUPORT OF MUNIS LEVEL ONE – BUDGET ENTRY
November 28	MUNIS LEVEL ONE – BUDGET ENTRY
December 2, 2016	BUDGET REQUEST PACKAGES DUE FROM DEPARTMENTS (INCLUDING LINE ITEM REQUESTS, NEW INITIATIVE REQUESTS AND ALL REQUIRED DOCUMENTATION).
December 2-December 23	COMPILATION OF REQUESTED BUDGET BY FINANCE.
December & January 2017	BUDGET REVIEW BY COMMISSIONERS. INDIVIDUAL MEETINGS WITH DEPARTMENTS.
January – February 2017	DEVELOPMENT OF PROPOSED BUDGET DOCUMENT.
February 1, 2017 (Tentative)	SUBMISSION OF PROPOSED BUDGET TO ASSEMBLY OF DELEGATES.
February – April 2017	REVIEW OF PROPOSED CAPITAL AND OPERATING BUDGETS BY ASSEMBLY OF DELEGAES STANDING COMMITTEE OF FINANCE AND OTHER ASSEMBLY COMMITTEES.
April 2017	ASSEMBLY OF DELEGATES STANDING COMMITTEE ON FINANCE CONDUCTS PUBLIC HEARING IN PROPOSED BUDGET.
May 2017	ASSEMBLY OF DELEGATES VOTES ON FINAL VERSION OF FISCAL YEAR 2017 OPERATING AND CAPITAL BUDGET.

MEMORANDUM

To: Department Managers
From: Mary McIsaac, Director of Finance
Date: November 15, 2016
Re: Budget Review Schedule

The following is the proposed budget review schedule with the Barnstable County Commissioners. Additional meetings may be scheduled for January as needed.

WEDNESDAY, January 4, 2017

9:30 A.M. Finance Department (including Shared Costs / Debt Service)
10:30 A.M. County Commissioners (including Human Rights Commission, Arts and Elder Services)
11:30 A.M. Fire Training Academy
1:30 P.M. Children's Cove

WEDNESDAY, January 11, 2017

9:30 A.M. Health & Environment
10:30 A.M. Resource Development Office
11:30 A.M. Human Services
1:30 P.M. Registry of Deeds
2:30 P.M. Cape Cod Commission

WEDNESDAY, January 18, 2017

9:30 A.M. Water Protection Collaborative
10:30 A.M. Cooperative Extension
11:30 A.M. Information Technology
1:30 P.M. Facilities
2:30 P.M. County Dredge

WEDNESDAY, January 25, 2017

9:30 A.M. General Budget Discussion

Any conflicts should be reported immediately. This schedule will be finalized on November 21st.



COUNTY OF BARNSTABLE
SUPERIOR COURTHOUSE
P.O BOX 427
BARNSTABLE, MASSACHUSETTS 02630

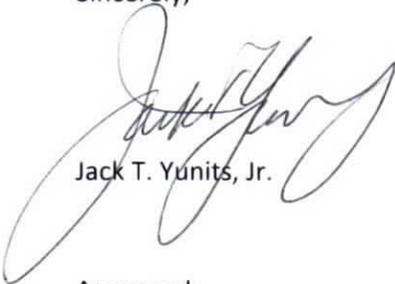
JACK T. YUNITS, JR
County Administrator
Office: (508)375-6771
jack.yunits@barnstablecounty.org

MEMORANDUM

DATE: November 25, 2016
TO: County Commissioners
FROM: Jack T. Yunits, Jr., County Administrator
RE: Authorization to Execute Contracts up to \$50,000

On June 15, 2016 the Board of Commissioners voted to grant the County Administrator authority to execute contracts up to the amount of \$35,000. Consistent with new changes to Chapter 30B of the Massachusetts General Laws, I respectfully request that the Board vote to grant the County Administrator authority to execute contracts up to the amount of \$50,000.

Sincerely,



Jack T. Yunits, Jr.

Approved:

Sheila Lyons

Mary Pat Flynn

Leo Cakounes

Date



BARNSTABLE COUNTY
DEPARTMENT OF HEALTH AND THE ENVIRONMENT
SUPERIOR COURT HOUSE
POST OFFICE BOX 427
BARNSTABLE, MASSACHUSETTS 02630

Phone: (508) 375-6613
FAX (508) 362-2603
TDD (508) 362-5885

Memo

To: Barnstable County Commissioners
From: Erika Woods, BCDHE, CCHTF Chair
cc:
Date: November 10, 2016
Re: Cape Cod Hoarding Task Force

The Cape Cod Hoarding Task Force has been in existence since 2010 and is an all-volunteer group that seeks to develop a coordinated response to the problem of hoarding. In order to continue to grow our educational offerings, collaborative and support services, we are seeking to be brought under the aegis of Barnstable County as a Barnstable County Department of Health and Environment program in order to leverage grant funding for important programs to help individuals affected by hoarding disorder.

We also seek to establish a County account in order to collect fees for trainings and other events and to utilize these funds for the continuation of such events.

We request that you appoint the following individuals to the Executive Committee of the Cape Cod Hoarding Task Force:

Erika Woods, BCDHE
Paul Wild, Elder Services of Cape Cod and the Islands
Deborah Scavotto, Smooth Moving for Seniors
Kevin Grunwald, Harwich Senior Center
Lori Miranda, Dennis Police, Animal Control Officer
Lynn Mulkeen, BCDHE
Kalliope Egloff, Cape Cod Cooperative Extension
Beth Albert, Director, Barnstable County Human Services

Cape Cod Hoarding Task Force (CCHTF) Guidelines

The mission of the CCHTF is to raise awareness of compulsive hoarding and to provide education and support for those affected by hoarding through accessible tools, referrals and resources. The CCHTF seeks to develop a coordinated response among community agencies to the problem of hoarding in a sensitive and responsible fashion.

Purpose:

The CCHTF is a collaborative, interdisciplinary group working together toward the common goal of aiding those struggling with compulsive hoarding and those that work with them in an effort to find long term solutions that protect the health of the individual and the communities in which they live. By sharing resources and information, the group enhances the collective ability to respond to specific hoarding cases. Specifically, members of the CCHTF seek to accomplish this through the following:

- Assess and monitor the needs of the community, support organizations and general public health;
- Support and collaborate with other members around issues and problems;
- Coordinate with other regional task forces on educational opportunities, lessons learned and best practices when approaching cases of hoarding disorder;
- Improve the ability to qualitatively assess the progress of hoarding cases;
- Seek sources of grant funding
- Offer/attend educational opportunities for both community members and professionals providing hoarding related services or enforcement;
- Acquire and share new information and skills

Membership:

Participation in the CCHTF is open to anyone interested in working with others to get or provide support to community members struggling with compulsive hoarding. Every participant takes part in the sharing of knowledge, ideas, information and concerns of those in the community and has the opportunity to bring new ideas to the table.

Meetings:

CCHTF shall hold regular meetings on a schedule determined at the beginning of each calendar year with a target of at least 6 meetings per year. All general meetings are open to the public and you need not be a member to attend. Agendas are sent in advance to an e-mail list of interested individuals and members.

The CCHTF Executive Committee shall meet on a regular basis. Schedule to be set by the Executive Committee prior to the start of the new calendar year.

Sub-Committees/Working Groups:

Members of the CCHTF may form sub-committees and/or working groups to consider matters of interest or explore issues/opportunities that may provide insight into or tools for managing hoarding disorder by making recommendations to the CCHTF Executive Committee.

Host Agency:

Barnstable County Health and Environmental Department, the Host Agency, serves as the fiscal and administrative agent for all grants and support.

Executive Committee: The Executive Committee shall be voted in by the general membership and consist of between 7 and 13 members with the goal of having diverse representation both in discipline and from locations throughout the County. Executive Committee members shall serve for a three-year term and shall be comprised of at least one employee from the Barnstable County Department of Health and Environment. Due to the complex nature of hoarding and the many different entities that it can involve, the remainder of the Executive committee shall consist of a wide variety of agencies and organizations such as: senior service agencies/ organizations; organizational service providers; first responders; mental health providers; social workers; peer support specialists. Representation from each organizational group will be limited to a maximum of 2 except under special circumstances.

Executive Committee Responsibilities:

- Attend and actively participate in General and Executive Committee meetings
- Coordinate with planning of general meetings
- Take a leadership role in working groups when applicable
- Take an active role in priority goal setting for the CCHTF based on input from the general membership.
- Review CCHTF policies and procedures annually

Decision Making, Voting and Fiscal Policies:

Each Executive Committee member shall have one vote. A quorum shall be considered as a simple majority of members being present unless otherwise provided in these guidelines. Any decisions requiring a vote, including fiscal decisions, shall take place during Executive Committee meetings. In the case of time sensitive matters, the Executive Committee may choose to call a special meeting or conduct the vote electronically. In order for an electronic vote to be considered valid, a quorum of ballots must be returned.

Officers:

Chair/Co-Chair: Responsibilities include convening and facilitating general and steering committee meetings, setting meeting agendas and working with other officers in their duties.

Secretary: Responsibilities include taking and maintaining meeting minutes and recording Task Force voting records.

Code of Conduct:

The CCHTF expects all members to accept personal responsibility for maintaining reasonable standards of conduct, performance and observing established rules and policies. Members must refrain from taking part in, or exerting influence in, any transaction in which their own interest may conflict with the best interest of the CCHTF or any of its members. It is also expected that members abstain from voting on any matter in which they stand to gain financially from the outcome.

Exactly what constitutes a conflict of interest or an unethical business practice is both a moral and a legal question. The CCHTF recognizes and respects the individual member's right to engage in activities outside of his or her participation in the CCHTF which are private in nature and do not in any way conflict with or reflect negatively on the CCHTF. The Executive Committee reserves the right, however, to determine when a member's activities represent a conflict with the CCHTF interests and to take whatever action is necessary to resolve the situation, including but not limited to relaying the conflict to the general membership.

When voting on grant funding recommendations staff and volunteer agencies being recommended for funding are ineligible to vote.

Amendments and Review:

The Executive Committee will review these guidelines on an annual basis, or more often if the need arises. Amendments may be proposed by any member and may be approved by a simple majority vote of the general membership. Proposed amendments must be made in writing to the Chair at least 30 days prior to the next regularly scheduled meeting so that they may be distributed, to the general membership in advance of the meeting in which the amendment is to be considered.

The CCHTF Guidelines will be available by request and online at hoardingcapecod.org

Accepted by County Commissioners on _____, 2016.

Mary Pat Flynn

Sheila R. Lyons

Leo Cakounes

TOWN OF SANDWICH

BARNSTABLE COUNTY

**COMMONWEALTH OF MASSACHUSETTS
HOME INVESTMENT PARTNERSHIPS PROGRAM
DEVELOPER LOAN FOR HOMEOWNERSHIP PROJECT**

**COMMONWEALTH OF MASSACHUSETTS
AFFORDABLE HOUSING TRUST FUND**

**AMENDMENT TO DEED RIDER
(SINGLE-FAMILY)**

This Amendment amends the Deed Rider annexed to and made part of a Deed recorded on August 21, 2007 at the Barnstable County Registry of Deeds, and found at Book 22281, Page 208 (the "Existing Deed Rider) of a certain property located at 55 Osprey Lane, Sandwich, Massachusetts, as more particularly described in the Deed (the "Property).

WHEREAS, the Grantor is being permitted to purchase the Property as an "Eligible Purchaser" under the terms of the Existing Deed Rider, and

WHEREAS, the Town of Sandwich (the "Municipality"), the Commonwealth of Massachusetts acting by and through the Department of Housing and Community Development ("DHCD"), and Barnstable County acting by and through the Cape Cod Commission (the "County") are the beneficiaries under the Existing Deed Rider, and

WHEREAS the Existing Deed Rider incorrectly identifies the Monitoring Agent, and

WHEREAS the Existing Deed Rider incorrectly identifies the Barnstable County agency responsible for the administration of the HOME Investment Partnership Program, and

WHEREAS certain provisions in the existing Deed Rider would cause the restriction to lapse without the recording of a new Deed Rider, and

WHEREAS changes to the HOME Investment Partnerships Program regulations have precluded the recording of a new Deed Rider;

NOW, THEREFORE, the following amendments are made to the Existing Deed Rider:

1. All references to the Monitoring Agent shall mean Housing Assistance Corporation (HAC), 460 West Main Street, Hyannis, MA 02601;

2. All references to Barnstable County shall mean Barnstable County, HOME Investment Partnership Program, c/o HOME Program Manager, Barnstable County Department of Human Services, P.O. Box 427, 3195 Main St., Barnstable, MA 02630
3. The last sentence of the first paragraph of section 3, beginning, "Notwithstanding the forgoing," is deleted in its entirety.
4. The second paragraph of section 3 is deleted in its entirety and replaced with the following:

"Within ten (10) days of the closing of the conveyance of the Property from Grantor to Grantee, the Grantor shall deliver to DHCD, AHT, the County and the Municipality a true and certified copy of the Deed of the Property referencing the Existing Deed Rider, as amended by this Amendment, as an encumbrance, as recorded, together with information as to the place of recording thereof in the public records. Failure of the Grantor to comply with the preceding sentence shall not affect the validity of such conveyance."
5. The first sentence of the last paragraph of section 6 is deleted in its entirety and replaced with the following:

"This Deed Rider shall terminate (a) upon the fifteenth anniversary of this Deed Rider as to DHCD, upon the thirtieth anniversary of this Deed Rider as to AHT, and upon the fiftieth anniversary of this Deed Rider as to the County, provided in each case that no violation of this Deed Rider has occurred prior thereto."

Executed as a sealed instrument this ____ day of _____, 2016.

Grantor:

JULIE A. TOBEY (aka Julie Brunelle)

JASON TOBEY

Barnstable County HOME Consortium
By Barnstable County, lead entity

By: _____
SHEILA LYONS, County Commissioner

LEO CAKOUNES, County Commissioner

MARY PAT FLYNN, County Commissioner

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss

On this ____ day of November, 2016, before me, the under-signed notary public, personally appeared _____, all as Barnstable County Commissioners, proved to me through satisfactory evidence of identification, which was [] photographic identification with signature issued by a federal or state governmental agency, [] personal knowledge of the undersigned, [] oath or affirmation of a credible witness, to be the persons whose names are signed on the preceding or attached document, and who swore, subscribed and affirmed to me that the contents of the document are truthful and accurate to the best of each's knowledge and belief and that each signed the document voluntarily for its stated purpose.

Notary Public
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS
HOME INVESTMENT PARTNERSHIP PROGRAM
COMMONWEALTH OF MASSACHUSETTS AFFORDABLE HOUSING TRUST FUND
TOWN OF SANDWICH
BARNSTABLE COUNTY HOME INVESTMENT PARTNERSHIPS PROGRAM

ELIGIBLE PURCHASER CERTIFICATE

The undersigned, being the Undersecretary of the Department of Housing and Community Development (“DHCD”), a department duly organized and existing pursuant to M.G.L. chapter 23B, section 1 as amended by chapter 19 of the Acts of 2007, or being the Undersecretary’s duly authorized designee (the “Undersecretary”); Barnstable County, a body politic of the Commonwealth of Massachusetts, acting by and through its County Commissioners; and the Town of Sandwich certifies as follows with respect to a certain Deed Rider annexed to and made part of that certain Deed from **HOMESTEADS-HAC LLC** to **JULIE A. TOBEY (formerly known as JULIE A. BRUNELLE)** and **JASON M. TOBEY** and recorded August 21, 2007 with the Barnstable County Registry of Deeds in Book 22281, Page 208 (the “Deed Rider”) that:

1. The property referred to herein is the Property at 55 Osprey Lane, Sandwich, MA described in the Deed Rider;
2. **JOSEPH KIRBY** and **DARBIE KIRBY** are the eligible purchaser(s) of the Property;
3. The base price for the property is now \$164,360 and the consideration to be paid by the eligible purchaser(s) to **JULIE A. TOBEY (formerly known as JULIE A. BRUNELLE)** and **JASON M. TOBEY** for the purchase of the Property is \$164,360.
4. The conveyance of the Property by **JULIE A. TOBEY (formerly known as JULIE A. BRUNELLE)** and **JASON M. TOBEY** to the eligible purchaser(s) is in compliance with the rights, restrictions, covenants, and agreements contained in the Deed Rider;
5. The eligible purchaser(s) of the Property are subject to the affordable housing restriction contained in the deed rider with respect to the Property recorded with the Barnstable Registry of Deeds at Book 22281, Page 208, as amended, which is satisfactory in form and substance to DHCD;
6. The Undersecretary hereby acknowledges and confirms that upon the conveyance of the Property by **JULIE A. TOBEY (formerly known as JULIE A. BRUNELLE)** and **JASON M. TOBEY** to the eligible purchaser(s), and the recording of this Eligible Purchaser Certificate, the rights restrictions, agreements, and covenants contained in the original Deed Rider shall continue pursuant to its terms unless otherwise noted;
7. All defined terms used herein shall have the definitions set forth in the Deed Rider unless otherwise defined herein.

Barnstable County HOME Consortium
By Barnstable County, lead entity

By: _____
SHEILA LYONS, County Commissioner

LEO CAKOUNES, County Commissioner

MARY PAT FLYNN, County Commissioner

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss

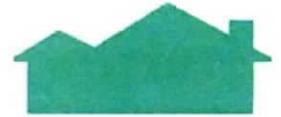
On this ____ day of November, 2016, before me, the under-signed notary public, personally appeared _____ all as Barnstable County Commissioners, proved to me through satisfactory evidence of identification, which was [] photographic identification with signature issued by a federal or state governmental agency, [] personal knowledge of the undersigned, [] oath or affirmation of a credible witness, to be the persons whose names are signed on the preceding or attached document, and who swore, subscribed and affirmed to me that the contents of the document are truthful and accurate to the best of each's knowledge and belief and that each signed the document voluntarily for its stated purpose.

Notary Public
My Commission Expires:



BARNSTABLE COUNTY HOME CONSORTIUM

PO Box 427, 3195 MAIN STREET
BARNSTABLE, MASSACHUSETTS
02630
(508) 362-6628 • FAX (508) 362-0290
E-mail: mspringer@barnstablecounty.org



MEMORANDUM

TO: Barnstable County Commissioners
FROM: Michelle Springer
RE: HOME Consortium Advisory Council
DATE: November 14, 2016

The Town of Harwich Selectman has appointed Alyxandra Sabatino as their representative on the HOME Consortium.

I recommend that you support the Town's nominee and appoint Alyxandra Sabatino for the three-year term ending on January 1, 2020

Mary Pat Flynn, Chair

Shelia Lyons, Vice-Chair

Leo G. Cakounes, Commissioner



November 8, 2016

Barnstable County Commissioners
P. O. Box 427
3195 Main Street
Barnstable, MA 02630

Dear Commissioners:

At a public meeting of the Board of Selectmen held on Monday, November 7, 2016, the Board discussed the vacancy that exists due to the resignation of Harwich's representative on the Barnstable County HOME Consortium.

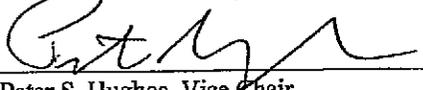
Following discussion, the Selectmen voted to recommend the appointment of Harwich Town Planner, Alyxandra Sabatino to the Barnstable County HOME Consortium. Thank you for bringing this matter to our attention.

Ms. Sabatino's contact information is:
asabatino@town.harwich.ma.us
(508) 430-7513 ext. 3361

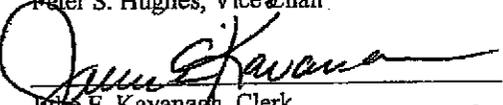
Sincerely,



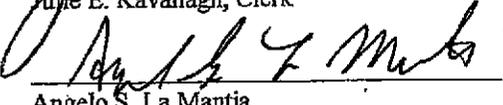
Michael D. MacAskill, Chairman



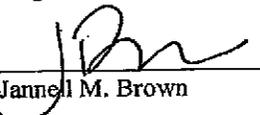
Peter S. Hughes, Vice Chair



Julie E. Kavanagh, Clerk



Angelo S. La Mantia



Jannel M. Brown

HARWICH BOARD OF SELECTMEN

CC: Aly Sabatino, Town Planner



BARNSTABLE COUNTY HOME CONSORTIUM

PO Box 427, 3195 MAIN STREET
BARNSTABLE, MASSACHUSETTS
02630
(508) 362-6628 • FAX (508) 362-0290
E-mail: mspringer@ barnstablecounty.org



MEMORANDUM

TO: Barnstable County Commissioners
FROM: Michelle Springer
RE: HOME Consortium Advisory Council
DATE: November 17, 2016

The Town of Yarmouth Selectman has reappointed Richard Carroll as their representative on the HOME Consortium.

I recommend that you support the Town's nominee and appoint Richard Carroll for the three-year term ending on January 1, 2020

Mary Pat Flynn, Chair

Shelia Lyons, Vice-Chair

Leo G. Cakounes, Commissioner



TOWN OF YARMOUTH

1146 ROUTE 28, SOUTH YARMOUTH, MASSACHUSETTS 02664-4492
Telephone (508) 398-2231 Ext. 1271. Fax (508) 398-2365

BOARD OF
SELECTMEN

INTERIM TOWN
ADMINISTRATOR
Robert C. Lawton, Jr.

November 16, 2016

Richard Carroll
58 Pheasant Cove Circle
Yarmouth Port, MA 02675

Dear Mr. Carroll:

At their regular meeting on Tuesday, November 15, 2016, the Board of Selectmen unanimously voted to appoint you as the Town of Yarmouth's representative to the Barnstable County HOME Consortium Advisory Council. This appointment is for a three-year term, which will run through January, 2020.

At your earliest convenience, please stop in to the Town Clerk's Office to get sworn in.

Thank you for the interest you have shown in serving the Town of Yarmouth as the representative to the County HOME Consortium.

Sincerely,

Robert C. Lawton, Jr.
Interim Town Administrator

pb
cc: Town Clerk
Comm Dev
County Commissioners

BARNSTABLE COUNTY - NON-EXEMPT TIMESHEET (VER 2.0)

Period Beginning:

10/30/16

Sun 30-Oct 31-Oct 1-Nov 2-Nov 3-Nov 4-Nov 5-Nov 6-Nov 7-Nov 8-Nov 9-Nov 10-Nov 11-Nov 12-Nov

Jack Yunits

	Sun	Mon	Tues	Wed	Thurs	Fri	Sat	Sun	Mon	Tues	Wed	Thurs	Fri	Sat
Time In:		8:30	8:30	8:30	8:30	8:30	8:30		8:30	8:30	8:30	8:30		
Lunch/Breaks:		0:50	0:50	0:50	0:50	0:50	0:50		0:50	0:50	0:50	0:50		
Time Out:		4:30	4:30	4:30	4:30	4:30	4:30		4:30	4:30	4:30	4:30		
Additional Time:														

HOURS WORKED		7.50	7.50	7.50	7.50	7.50	7.50		7.50	7.50	7.50	7.50		
TOTALS														
														60.00

Vacation												7.50			7.50
Sick															
Personal															
Holiday/Misc/Float													7.50		7.50
Comp Time Used															

	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tues	Wed	Thurs	Fri	Sat	Total
Daily Totals		7.50	7.50	7.50	7.50	7.50	7.50		7.50	7.50	7.50	7.50	7.50	7.50	75.00

Employee Signature: 
 Dept. Head Approval: _____

Compensatory Time Earned:	
Compensatory Time Used:	

Hourly Department Code Allocation

	Sun	Mon	Tues	Wed	Thurs	Fri	Sat	Sun	Mon	Tues	Wed	Thurs	Fri	Sat	Total

Total cannot exceed 75 hours

COUNTY OF BARNSTABLE

PURCHASING

DEPARTMENT OF FINANCE

SUPERIOR COURT HOUSE

P.O. BOX 427

BARNSTABLE, MASSACHUSETTS 02630

Phone: (508) 375-6637

Fax: (508) 362-4136

Email:

edavis@barnstablecounty.org

Elaine Davis
Chief Procurement Officer

April 12, 2016

MEMORANDUM

TO: County Commissioners

FROM: Elaine Davis, Chief Procurement Officer

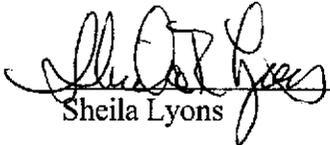
RE: Supply and Delivery of Fuel Oil to Towns in Barnstable County

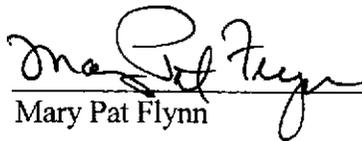
Barnstable County issued an Invitation for Bids for the Supply and Delivery of Fuel Oil to Barnstable County and other Political Subdivisions for the period of July 1, 2016 through June 30, 2017 with the option to renew for one additional year.

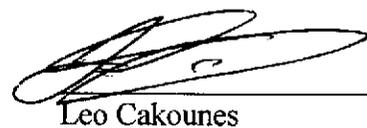
Please award the bids to Peterson Oil and MJT Enterprises dba Cape Cod Oil as highlighted on the attached spreadsheet.

Thank you.

County Commissioners:


Sheila Lyons


Mary Pat Flynn


Leo Cakounes

4-20-16

Date

**ATTACHMENT C
BARNSTABLE COUNTY
FUEL OIL BID SHEET FY 2017**

State agencies and political subdivisions are specifically exempt from state sales tax and exempt from all federal taxes. The prices quoted shall be exclusive of said taxes and the oil spill prevention fee.

#2 TANK WAGON DELIVERIES – BID AS A FIXED PRICE

Section	MJT	Peterson Oil
1. Barnstable County Hospital		1.59
3. Brewster		1.59
4. Cape Cod Collaborative		1.59
5. Courthouses & County Complex		1.59
6. Dennis/Yarmouth School District		1.59
7. Falmouth		1.59
8. Fire Training Academy		1.59
9. Harwich		1.59
10. Hyannis Public Library		1.59
11. LeHac House		1.59
12. Nauset Regional School District		1.59
13. Orleans		1.59
15. Wellfleet		1.59

#2 TANK WAGON DELIVERIES – BID AS OEP

SECTION		
16. Truro	.19	.18

AGREEMENT BETWEEN

Barnstable County
3295 Main Street
Barnstable, MA 02630

and

Peterson's Oil Service
75 Crescent St
Worcester, MA 01615-0127

THIS AGREEMENT is made this 15th day of Nov. 2016 by and between Petersons' Oil Service (hereinafter referred to as Contractor), and Mary Pat Flynn, Sheila Lyons and Leo Cakounes as they are the Commissioners of Barnstable County, but without any personal liability.

WITNESSETH, that the Contractor and County for the consideration hereinafter named agree as follows:

WHEREAS: The County Commissioners issued an Invitation for Bids the supply and Delivery of Fuel Oil to Barnstable County and other Political Subdivisions.

WHEREAS: The bids were bid in compliance with MA General Law Chapter 30B.

WHEREAS: The contractor is the responsive, responsible bidder offering the lowest price for county Departments.

NOW THEREFORE, the County and the Contractor do mutually agree as follows:

1. Employment of Contractor. The Vendor hereby agrees to perform the services hereinafter set forth in the Scope of Services. Contractor hereby agrees to hold the County harmless from any claims regarding worker's compensation benefits, unemployment compensation benefits, retirement benefits, or any other benefit normally attributable to the status of "employee" and Contractor specifically agrees to pay for all damages incurred by the County or Town, including costs, benefits, and reasonable attorney fees in the event the Contractor files such claim.
2. Scope of Services. The Vendor shall provide the services outlined in the Scope of Services for the Americorps Residence, the Farmhouse Extension and Children's Cove and LeHac House
3. Time of Performance. July 1, 2016 through June 30, 2017.
4. Payment. \$1.59 per gallon
5. Termination or Suspension of Contract for Cause. If through any sufficient cause, the Customer or the County shall fail to fulfill or perform its duties and obligations under this Contract, or if either party shall violate or breach any of the provisions of this Contract, either party shall thereupon have the right to terminate or suspend this Contract, by giving written notice to the other party of such termination or suspension and specifying the effective date thereof. Such notice shall be given at least fifteen (15) calendar days before such effective date.
6. Termination for Convenience of County. The County shall have the right to discontinue the work of the Contractor and cancel this contract by written notice to the Contractor of such termination and specifying the effective date of such termination. In the event of such termination or suspension of this Contract, the Contractor shall be entitled to just and equitable compensation for satisfactory work completed, for services performed and for reimbursable expenses necessarily incurred in the performance of this Contract up to and including the date of termination or suspension.
7. Changes. The County may, from time to time, require changes in the Scope of Services to be performed hereunder. Such changes, including any increase or decrease in the amount of the

Customer costs, which are mutually agreed upon by the Town and the Customer, shall be incorporated in written amendments to this Contract.

8. **Non-Discrimination in Employment and Affirmative Action.** The Customer shall take affirmative action to ensure that qualified applicants and employees are treated without regard to age, race, color, religion, sex, marital status, sexual orientation, national origin, disability, or Vietnam Era Veteran status. The Customer agrees to comply with all applicable Federal and State statutes, rules and regulations prohibiting discrimination in employment including but not limited to: Title VII of the Civil Rights Act of 1964, as amended; Massachusetts General Laws Chapter 1518§(1); the Americans with Disabilities Act of 1990; and all relevant administrative orders and executive orders including Executive Order 246.

9. **Subcontracting.** None of the services to be provided to the County pursuant to this Contract shall be subcontracted or delegated in whole or in part to any other organization, association, individual, corporation, partnership or other such entity without the prior written approval of the Towns. No subcontract or delegation shall relieve or discharge the Customer from any obligation or liability under this Contract except as specifically set forth in the instrument of approval. If this Contract is funded in whole or in part with federal funds, Contractor further agrees to comply with the provisions of the Office of Management and Budget Circular A-110, as amended, with respect to taking affirmative steps to utilize the services of small and minority firms, women's business enterprises and labor surplus area firms. All subcontracts shall be in writing and shall contain provisions which are functionally identical to, and consistent with, the provisions of this Contract. The County shall have the right to obtain a copy of the subcontract upon request.

10. **Interest of Members of County and Others.** No officer, member or employee of the County, and no member of its governing body of the locality or localities in which the Project is situated or being carried out who exercises any functions or responsibility in the review or approval of the undertaking or carrying out of the Project, shall participate in any decision relating to this Contract which affects his personal interest or the interest of any corporation, partnership, or association in which he is directly or indirectly financially interested or has any personal or pecuniary interest, direct or indirect, in this Contract or the proceeds thereof.

11. **Interest of Contractor.** The Contractor covenants that it presently has no interest and shall not acquire any interest directly or indirectly which would conflict in any manner or degree with the performance of its services hereunder.

12. **Assignability.** The Contractor shall not assign any interest in this Contract and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the Towns or County thereto; provided, however that claims for money due or to become due the Contractor from the Towns under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the County.

13. **Recordkeeping, Audit, and Inspection of Records.** The Contractor shall maintain books, records, and other compilations of data pertaining to the requirements of the Contract to the extent and in such detail as shall properly substantiate claims for payment under the Contract. All such records shall be kept for a period of seven (7) years or for such longer period as is specified herein. All retention periods start on the first day after final payment under this Contract. If any litigation, claim, negotiation, audit or other action involving the records is commenced prior to the expiration of the applicable retention period, all records shall be retained until completion of the action and resolution of all issues resulting therefrom, or until the end of the applicable retention period, whichever is later. If this contract is funded in whole or in part with state or federal funds, the state or federal grantor agency, the County or any of its duly authorized representatives or designees, shall have the right at reasonable times and upon reasonable notice, to examine and copy, at reasonable expense, the books, records and other compilations of data of the Contractor which pertain to the provisions and requirements of this Contract. Such access shall include on-site audits, review and copying of records.

14. **Findings Confidential.** Any reports, information, data, etc., given to or prepared or assembled by the Contractor under this Contract which the Towns requests to be kept as confidential shall not be made available to any individual or organization by the Contractor without the prior

written approval of the County or Towns.

15. **Publication, Reproduction and Use of Material.** No material produced in whole or in part under this Contract shall be subject to copyright in the United States or in any other country. The County and Towns shall have the unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data or other materials prepared under this Contract.

16. **Political Activity Prohibited.** None of the services to be provided by the Contractor shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.

17. **Anti-Boycott Warranty.** During the term of this Contract, neither the Contractor nor any "affiliated company" as hereafter defined, shall participate in or cooperate with an international boycott, as defined in Section 999 (b) (3) and (4) of the Internal Revenue Code of 1954, as amended by the Tax Reform Act of 1986, or engage in conduct declared to be unlawful by Sections 2 and 3 of Chapter 151E, Massachusetts General Laws. As used herein, an "affiliated company" shall be any business entity of which at least 51% of the ownership interested is directly or indirectly owned by the Contractor or by a person or persons or business entity or entities which directly or indirectly own at least 51% of the ownership interests of the Contractor.

18. **Choice of Law.** This Contract shall be construed under and governed by the laws of the Commonwealth of Massachusetts. The Contractor and the agents thereof, agree to bring any federal or state legal proceedings arising under this Contract, in which the County or Towns are a party, in a court of competent jurisdiction within the Commonwealth of Massachusetts. This paragraph shall not be construed to limit any rights a party may have to intervene in any action, wherever pending, in which the other is a party. All parties to this contract and covenant agree that any disputes be litigated in the District or Superior courts in Barnstable County.

19. **Force Majeure.** Neither party shall be liable to the other nor be deemed to be in breach of this Contract for failure or delay in rendering performance arising out of causes factually beyond its control and without its fault or negligence. Such causes may include, but are not limited to: acts of God or the public enemy, wars, fires, floods, epidemics, strikes, or unusually severe weather. Dates or times of performance shall be extended to the extent of delays excused by this section, provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay.

20. **Compliance with Laws.** The Contractor shall promptly comply with all applicable laws, rules, regulations, ordinances, orders and requirements of the Commonwealth and any state or federal governmental authority relating to the delivery of the services described in this Contract subject to section 18 above. Unless otherwise provided by law, the Contractor shall promptly pay all fines, penalties and damages that may arise out of or are imposed because of the Contractor's failure to comply with the provisions of this section and, shall indemnify the County or Towns against any liability incurred as a result of a violation of this section. If the Contractor receives federal funds pursuant to this Contract, Contractor understands and agrees to comply with all federal requirements including but not limited to audit requirements. Not-for-Profit entities that receive federal funds from the County or Towns must comply with the audit requirements outlined in the Office of Management and Budget OMB Circular A-133.

21. **Headings, Interpretation and Severability.** The headings used herein are for reference and convenience only and shall not be a factor in the interpretation of the Contract. If any provision of this Contract is declared or found to be illegal, unenforceable, or void, then both parties shall be relieved of all obligations under that provision. The remainder of the Contract shall be enforced to the fullest extent permitted by law.

22. **Waiver of Liability.** The Contractor and the County hereby covenant and agree to waive any and all claims against Barnstable County and release Barnstable County from any liability arising out of the Scope of Services described in the attached "Exhibit A".

23. **Vendors shall submit invoices within 60 days of completing the work.**

IN WITNESS WHEREOF, the County and Contractor have executed this Agreement this _____ day of _____ in the year two thousand and Sixteen.

FOR THE COUNTY:

BARNSTABLE COUNTY COMMISSIONERS:

Leo Cakounes

Mary Pat Flynn

Sheila Lyons

Date

FOR THE CONTRACTOR:

Sham Peterson, Director

11-15-14

Date



MASTER SUBORDINATION AGREEMENT

Property Address:

250 Gull Pond Road
Wellfleet, Massachusetts

This Master Subordination Agreement (this "Agreement") is made as of the ____ day of November, 2016 by and among Life Insurance Community Investment Initiative LLC, having an address at 420 Boylston Street, Boston, Massachusetts 02116 (the "Senior Lender"); Massachusetts Housing Partnership Fund Board, a Massachusetts public instrumentality and body politic and corporate, 160 Federal Street, Boston, Massachusetts 02110 ("MHP" and also, the "Agent Lender"), for itself and as agent for the following lenders: The Commonwealth of Massachusetts, acting by and through the Department of Housing and Community Development under the Affordable Housing Trust Fund Statute, M.G.L. c. 121D, by the Massachusetts Housing Finance Agency ("MHFA"), as Administrator, having an address at One Beacon Street, Boston, Massachusetts 02108 ("AHT"); the Town of Wellfleet, Massachusetts, acting by and through its Town Administrator, having an address at 300 Main Street, Wellfleet, Massachusetts 02667 (the "Town"); and the Wellfleet Housing Authority as Trustee of the Wellfleet Affordable Housing Trust Fund under Chapter 352 of the Massachusetts Acts of 2006, having an address at 300 Main Street, Wellfleet, Massachusetts 02667 ("Local AHT") (the foregoing lenders, together with the Agent Lender, collectively the "Participating Lenders"); Barnstable County, a body politic of The Commonwealth of Massachusetts, acting by and through its County Commissioners, having an address at 3195 Main Street, P.O. Box 427, Barnstable, Massachusetts 02630 (the "County"); and CHR GPR LLC, a Massachusetts limited liability company, having an address at c/o CHR, Inc., P.O. Box 1015, 36 Conwell Street, Provincetown, Massachusetts 02657 (the "Borrower"). The Senior Lender, the County and the Participating Lenders are each referred to as a Lender and collectively are referred to as the "Lenders".

BACKGROUND

- A. The Borrower is the owner of certain real property and improvements thereon as more particularly described on Exhibit A (the "Property").
- B. The Borrower is obtaining financing from the Lenders to construct at the Property 6 units of housing of which not less than 6 units will be affordable housing (the "Project"), as more fully set forth in the Affordable Housing Restriction (defined below) between the Borrower and the Participating Lenders of contemporaneous date herewith.
- C. The Senior Lender has agreed to provide a construction loan to the Borrower for the Project in the original principal amount of Five Hundred Fifty Thousand Dollars (\$550,000.00) (the "Senior Loan"), which principal amount will be increased to up to Six Hundred Forty Thousand Dollars (\$640,000.00) upon assignment to MHP as described in Section 9 below. The Senior Loan is evidenced and secured by the following documents, each of even date herewith: (a) a Promissory Note in the amount of the Senior Loan (the "Senior Note"), (b) a Loan Agreement, (c) a first priority Mortgage, Security Agreement and Assignment of Leases and Rents encumbering the Property (the "Senior Mortgage"), to be recorded with the Barnstable Registry of Deeds (the "Registry"), and (d) such other instruments as may be required by the Senior Lender (all such instruments being hereinafter collectively referred to as the "Senior Loan Documents").
- D. The Participating Lenders have agreed to provide a subordinate loan in the aggregate amount of \$672,112.00 to the Borrower for the Project comprised of the \$200,000.00 loan from the Agent Lender to the Borrower under the HSF Program (the "HSF Loan"), the \$100,000.00 loan from AHT to the Borrower under the AHT Program (the "AHT Loan"), the \$228,000.00 loan from the Local AHT to the Borrower under the Local AHT Program (the "Wellfleet AHT Loan"), and the \$144,112.00 loan from the Town to the Borrower under the CPA Program (the "Wellfleet CPA Loan"), collectively, the "Participating Lender Loan". The Participating Lender Loan is evidenced and secured by the following documents, each of even date herewith: (a) four Promissory Notes in the amount of the HSF Loan, AHT Loan, Wellfleet AHT Loan and Wellfleet CPA Loan, respectively, (b) a Loan Agreement, (c) a Mortgage Security Agreement and Conditional Assignment of Leases and Rents to be recorded at the Registry encumbering the Property (the "Participating Lender Mortgage"), and (d) such other documents as may be required by the Participating Lenders (all such instruments being hereinafter collectively referred to as the "Participating Lender Loan Documents").
- E. The County has agreed to provide a subordinate loan to the Borrower for the Project in the original principal amount of Two Hundred Thousand Dollars (\$200,000.00) under the HOME Investment Partnerships Program (the "County HOME Loan"). The County HOME Loan is evidenced and secured by the following documents, each of even date herewith: (a) a Promissory Note in the amount of the County HOME Loan (the "County HOME Note"), (b) a Loan Agreement, (c) a Mortgage and Security Agreement encumbering the Property (the "County HOME Mortgage"), to be recorded in the Registry, and (d) such other instruments as may be required by the County (all such instruments being hereinafter collectively referred to as the "County HOME Loan Documents").

- F. The Participating Lenders and the County are sometimes collectively referred to as the "Junior Lenders". The Participating Lender Loan Documents and the County HOME Loan Documents are also referred to as the "Junior Loan Documents".
- G. The Borrower has also granted to the Participating Lenders an affordable housing restriction (the "MassDocs Restriction"), to be recorded with the Registry, setting forth certain affordable housing restrictions, covenants and agreements with respect to the Property. The Borrower has also granted to the County an affordable housing restriction (the "County HOME Restriction"), to be recorded with the Registry, setting forth certain affordable housing restrictions, covenants and agreements with respect to the Property. The MassDocs Restriction and the County HOME Restriction are sometimes collectively referred to as the "Affordable Housing Restriction."
- H. The Property is subject to and has the benefit of a comprehensive permit, issued by the Town of Wellfleet, acting by and through its Zoning Board of Appeals (the "Municipality") pursuant to M.G.L. c. 40B, §§ 20-23 (the "Act") No. 08-20, dated November 20, 2008, and recorded with the Barnstable Registry of Deeds with in Book 23313, Page 194, as extended by Extension of Comprehensive Permit dated October 6, 2011, and as amended by Decision dated May 15, 2012, and by Minor Modification of Comprehensive Permit dated June 20, 2013, and by Comprehensive Permit 08-20 Amendment dated June 3, 2015 recorded in Book _____, Page _____ (as amended, the "Comprehensive Permit").
- I. The Affordable Housing Restriction includes a Chapter 40B Rider to MassDocs Affordable Housing Restriction that contains provisions relating to the Act and the Comprehensive Permit (the "40B Rider").
- J. The Lenders wish to establish the relative priorities of (i) their respective notes, mortgages and assignments of rents, financing statements and agreements and the Affordable Housing Restriction with respect to the Property notwithstanding the order of recording of the Lenders' documents; (ii) their respective security interests with respect to the personal property and fixtures owned by the Borrower and used in connection with the Property; and (iii) rights arising from their respective loan documents (all the documents in the foregoing paragraphs, collectively, the "Loan Documents").

AGREEMENTS

Now, therefore, in consideration of the mutual covenants and agreements hereinafter set forth and other good and valuable consideration, the parties hereby mutually covenant and agree as follows:

1. LENDERS' PRIORITY.

- A. Subject to the provisions of Section 1.G. below, the covenants and obligations of the Borrower under the Junior Loan Documents and the Affordable Housing Restriction shall be subordinate in all respects, including, without limitation, payment, lien and bankruptcy, to the covenants and obligations of the Borrower under the Senior Note and the Senior Loan Documents, subject to the terms of this Agreement. The Junior Loan Documents and the Affordable Housing Restriction and the liens created thereunder shall be subject and

subordinate (i) to the lien created by, as well as to all of the terms, covenants and conditions contained in, each of the Senior Loan Documents; and (ii) to any and all advances secured by the Senior Loan Documents, whether prior to or subsequent to the execution and recording of the Junior Loan Documents, Affordable Housing Restriction, or of this Agreement, including, without limitation, any and all increases therein made or incurred with respect to principal (but only if such increases are made in accordance with this Agreement), interest and other charges payable to the Senior Lender and secured by the Senior Loan Documents or to preserve the Property or the priority of the lien of the Senior Mortgage, or the collection of any indebtedness secured by the Senior Loan Documents (all of the foregoing clauses (i) and (ii) are collectively referred to as the "Senior Debt"). In case of any inconsistency between the provisions of this Agreement and the provisions of the Loan Documents, the provisions of this Agreement shall govern.

- B.** Notwithstanding the order in which the various mortgages and documents evidencing the security interests granted by the Borrower to the Lenders have been or are hereafter recorded and/or perfected the order of priority of the Loan Documents and the obligations secured thereby is and shall be:

First: the Senior Loan

Second: the Participating Lender Loan and the County HOME Loan (in a shared pari passu position)

- C.** The Junior Lenders each agree that the Affordable Housing Restriction is senior to the Junior Loan Documents, but subordinate to the Senior Loan Documents; provided, however, that the Senior Lender agrees that the Affordable Housing Restriction shall not terminate if the Property is acquired through foreclosure or by deed in lieu of foreclosure by (i) the Borrower, (ii) any person with a direct or indirect financial interest in the Borrower, (iii) any person related to a person described in clause (ii) by blood, adoption or marriage, (iv) any person who is or at any time was a business associate of a person described in clause (ii), and (v) any entity in which any of the foregoing have a direct or indirect financial interest (each a "Related Party"). For the purposes of this paragraph, an affidavit, duly recorded and executed under the penalties of perjury, by any purchaser from the Senior Lender at a foreclosure sale or by deed in lieu of foreclosure, stating that such purchaser is not a Related Party and further that (x) such purchaser has notified the Participating Lenders, in writing, of the identity of such purchaser, and its organizational structure and ultimate beneficial owners on HUD Form 2530 or its equivalent, if applicable, (y) a period of at least thirty (30) days has elapsed since such notice was given, and (z) the Senior Lender has not notified such purchaser that it has received written notice from the Participating Lenders that any of them has actual knowledge such purchaser is a Related Party, shall be conclusive evidence that such purchaser is not a Related Party, unless the Senior Lender itself has knowledge that such purchaser is a Related Party. Furthermore, if the Property is subsequently acquired by a Related Party during the period in which the Affordable Housing Restriction would have remained in effect but for the provisions of this Section, the Affordable Housing Restriction shall be revived and shall apply to the Property as though no lapse had occurred.

- D.** Subject to the provisions of Section 1.G. below, each of the Lenders agrees that notwithstanding any other provision to the contrary herein, the MassDocs Restriction shall terminate upon foreclosure or the grant of a deed in lieu of foreclosure only to the extent it is "financially infeasible" (as defined below) to maintain the level of affordability required by the MassDocs Restriction or some lesser level of affordability. Financial infeasibility shall be determined by the Senior Lender in its sole discretion, which determination shall be made by the Senior Lender during and in the context of the Senior Lender Standstill Period provided for in Section 4 below, provided, further that the Senior Lender may modify or change such determination from time to time both during and after the Senior Lender Standstill Period, and the Senior Lender shall promptly give written notice of such determination and any modification or change of such determination to the holders of the Affordable Housing Restriction. "Financially infeasible" shall mean (i) with respect to the operation of the Property, that the rent and other income from the Property is, or is reasonably projected to be, less than the reasonable expenses required (or reasonably projected to be required) to maintain and operate the Property and (ii) with respect to a sale of the Property, that the restrictions would prevent (or be reasonably projected to prevent) the Senior Lender from recovering all amounts due and owing with respect to its financing of the Property, including without limitation, principal, interest, charges, costs, expenses, late fees and prepayment premiums. With respect to the determination of financial infeasibility by the Senior Lender, a duly executed affidavit setting forth its determination of financial infeasibility shall be conclusive evidence of such determination.
- E.** Each of the Lenders agrees that, notwithstanding any provision to the contrary in the Loan Documents granted to it, the Affordable Housing Restriction and the Loan Documents of the other Lenders shall be a permitted encumbrance or permitted exception under its respective Loan Documents.
- F.** All Lenders will each make reasonable efforts to consult with the other Lenders as to matters affecting their rights as lien holders.
- G.** Notwithstanding the foregoing, the restrictions required by the Comprehensive Permit, as well as the rights and remedies of the parties with respect thereto, shall not lapse and shall apply to any mortgage holder or purchaser of Borrower's interest in the Property if the Borrower's interest in the Property is acquired through foreclosure or similar remedial action under the provisions of any mortgage or upon the conveyance of the Borrower's interest in lieu of foreclosure. Pursuant to the Comprehensive Permit, for so long as the Property is not in compliance with the established standards and requirements of the Municipality's zoning by-law, the Property shall be subject to the affordability requirements of the Comprehensive Permit and as set forth in the 40B Rider.
- H.** The parties hereto agree to execute, deliver and record such instruments as may be reasonably necessary or desirable to evidence or effectuate the provisions of this Agreement.

2. PARI PASSU INTERESTS OF THE COUNTY AND THE PARTICIPATING LENDERS

- A.** The County and the Participating Lenders agree that, notwithstanding the order of recording of the Participating Lender Mortgage and the County HOME Mortgage and all related Junior Loan Documents granted by the Borrower to one or more of such Lenders, the County HOME Mortgage and the Participating Lender Mortgage shall be deemed to be of equal priority, to the same extent as if the Participating Lender Loan Documents and the County HOME Loan Documents were secured by a single mortgage granted jointly and severally to all of such Lenders.
- B.** Subject to the limitations set forth in Section 6 below and provided that a Participating Lender or the County has not received notice and is not otherwise aware of any Event of Default (as defined in Section 4 below) (continuing beyond any applicable notice or grace periods) outstanding under any of the Participating Lender Loan Documents or the County HOME Loan Documents, all payments received by any of the Participating Lenders or by the County in accordance with the terms of their respective Loan Documents may be accepted and applied in accordance with the Loan Document pursuant to which such payments were made. All payments received by any Participating Lender or by the County after such Participating Lender or the County has received or otherwise becomes aware of an Event of Default (whether by the exercise of remedies or otherwise) or as a result of a voluntary prepayment; eminent domain award or casualty proceeds (not applied to restoration of the Property and continuation of the Project in compliance with the Affordable Housing Restriction), or other payment not made in the ordinary course of business, shall be held in trust for the benefit of all of the Participating Lenders and for the County and shall be disbursed to them on a pro rata basis, determined in accordance with the ratio of the total amount of principal and accrued interest then owed to each of them to the total aggregate amount of principal and accrued interest then owed to all of them.
- C.** The Participating Lenders and the County will each make reasonable efforts to consult with the other Lenders as to matters affecting their rights as lien holders. Each Participating Lender and the County will execute, deliver and record such additional instruments as may be necessary or desirable from time to time in order to effectuate the provisions of this Section 2.

3. INSURANCE PROCEEDS/CONDEMNATION AWARDS/TAX AND INSURANCE ESCROWS AND RESERVES.

Each Junior Lender, its successors or assigns or any other legal holder of the Junior Lenders' mortgages, hereby agrees to and does subordinate unto the legal holder(s) of the Senior Mortgage:

- A.** All of its right, title, interest or claim, if any, up to the amount of the Senior Debt, in and to the proceeds of all policies of insurance covering the Property, for application towards the restoration of the Property (if all conditions precedent thereto under the Senior Loan Documents are met) or to the indebtedness secured thereby;
- B.** All of its right, title and interest or claim, if any, up to the amount of the Senior Debt, in and to all awards or other compensation made for any taking of any part of the Property,

for application toward the restoration of the Property (if all conditions precedent thereto under the Senior Loan Documents are met) or to the indebtedness secured thereby; and

- C. All of its right, title and interest or claim, if any, up to the amount of the Senior Debt, in and to any and all sums in tax and insurance escrows and reserve accounts held for or in the name of the Borrower respecting the Property, for application toward the purposes for which such reserves or escrows were collected; provided that the same shall be applied in all cases in accordance with the provisions of the Senior Loan Documents.

Notwithstanding any provision to the contrary in the Senior Loan Documents, the Senior Lender hereby agrees that in the event of a casualty or condemnation affecting the Property, the Senior Lender shall consent to the application of any insurance proceeds or condemnation awards to the restoration of the Property if all of the following conditions are met: (i) sufficient insurance proceeds or condemnation awards are available and/or the Borrower deposits with the Senior Lender sufficient funds to pay the entire cost of repair, restoration, rebuilding or replacement as estimated by the Borrower and approved by the Senior Lender, such approval not to be unreasonably withheld; (ii) the Senior Lender approves in advance plans and schedule for such repair, restoration, rebuilding or replacement, such approval not to be unreasonably withheld; (iii) the insurance proceeds or condemnation awards, together with the Borrower's additional funds, if any, are held by the Senior Lender and disbursed pursuant to customary construction disbursement procedures as work is completed; (iv) the Borrower obtains such payment and performance bonds as are required by the Senior Lender; (v) the Borrower delivers to the Senior Lender an assignment of each contract for repair and a consent to each such assignment by the relevant contractor; and (vi) the Senior Lender determines that the fair market value of the Property after repair will be not less than its fair market value immediately prior to the casualty or condemnation. In the event that, following the application and disposition of the insurance proceeds and condemnation award and other funds in accordance with the above, any balance remains, then such excess shall be made payable to the Junior Lenders in the order and manner set forth in Sections 1.B. and 2.B. hereof and/or to such other persons legally entitled to the same.

4. DEFAULT AND FORECLOSURE. So long as any indebtedness to more than one Lender remains outstanding, each Lender shall provide to all other Lenders written notice of any "Event of Default" as defined in the applicable loan documents of such Lender.

No Junior Lender shall take possession of the Property (except in the event of an emergency in order to protect the value thereof as collateral), commence any proceeding to foreclose its respective mortgage, whether by sale, possession or otherwise, or to accept any assignment or transfer in lieu of foreclosure or exercise any rights against any guarantor unless there has been an "Event of Default" as defined in its respective Loan Documents, and then not without first providing the Senior Lender and the other Lenders with written notice of any such Junior Lender's intent to commence such proceedings or to take such action and a reasonable opportunity, not less than sixty (60) days after receipt of such notice, to attempt to structure a work-out or other arrangement to avoid such foreclosure, assignment, transfer, or exercise of rights to the reasonable satisfaction of such Junior Lender. If, upon expiration of the foregoing sixty (60)-day period, the Lenders have not agreed upon a work-out or other arrangement to avoid foreclosure, assignment, transfer or exercise of rights and such Junior Lender intends to take possession of the Project, such Junior Lender shall first provide to the Senior Lender for its review and approval a plan for the completion and operation of the Project, such approval not to be unreasonably

withheld. Senior Lender agrees to respond to such plan within fourteen (14) days of receipt, provided, however, that failure to respond within fourteen (14) days shall not be deemed approval by Senior Lender. Notwithstanding the foregoing, if the Senior Lender elects by notice to the Junior Lenders and is diligently proceeding to either cure the "Event of Default" under such Junior Lender's Loan Documents or foreclose its mortgage, such Junior Lender shall suspend any and all action to foreclose its mortgage.

The Senior Lender shall not foreclose the Senior Mortgage whether by sale, possession or otherwise or accept any assignment or transfer in place of foreclosure unless there has been an "Event of Default" as defined in the Senior Mortgage or in the Senior Loan Documents, and then not without first providing the Junior Lenders with written notice of the Senior Lender's intent to commence such proceedings or to take such action and a reasonable opportunity, not less than sixty (60) days after receipt of such notice (the "Senior Lender Standstill Period"), to effect a cure, work-out or other arrangement to avoid such foreclosure, assignment or transfer, to the reasonable satisfaction of the Senior Lender. Nothing contained in this paragraph shall limit the rights of the Senior Lender to exercise rights and remedies under its Loan Documents within the Senior Lender Standstill Period, other than the commencement of any proceedings to foreclose the Senior Mortgage, whether by sale, possession or otherwise, or the acceptance of an assignment or transfer in lieu of foreclosure.

In the event Senior Lender conducts a foreclosure or other proceeding to enforce its rights under the Senior Mortgage and terminates the Affordable Housing Restriction in whole or in part and the Property is sold for a price in excess of the sum of the outstanding principal balances of all notes secured by mortgages on the Property plus all future advances, accrued interest and all reasonable costs and expenses which the Senior Lender is entitled to recover pursuant to the terms of the Senior Mortgage, such excess shall be paid to the Participating Lenders and to the County (in the manner set forth in Sections 1.B. and 2.B. above) in consideration of the loss of the value and benefit of the rights and restrictions contained in the Affordable Housing Restriction and terminated in connection with such proceeding, provided, however, that prior to the payment of such excess by the Senior Lender to the Participating Lenders and to the County, the Participating Lenders and the County shall indemnify and hold harmless the Senior Lender, as the case may be, from and against any loss, cost or damage that it may suffer as a result of a claim made on account of the payment of such excess to the Participating Lenders and to the County, the Senior Lender agreeing to give the Participating Lenders prompt notice of any such claim and agreeing not to object to the intervention by the Participating Lenders or the County in any proceeding relating thereto. To the extent that the Borrower possesses any interest in any amount which would otherwise be payable to the Participating Lenders or to the County under this paragraph, to the full extent permissible by law, the Borrower hereby assigns its interest in such amount to the Participating Lenders and to the County.

The failure to send any notices under this section shall not affect the validity of any notice given to the Borrower or otherwise affect foreclosure proceedings or the exercise of any remedies by any Lender, or the validity of this Agreement.

No provision hereof shall be construed to limit the right of any of the Participating Lenders or the County to take action against the Borrower to enforce any of the Affordable Housing Restriction (such as, but not limited to, injunctive relief), provided that such action shall not include acting as mortgagee in possession, accepting a deed in lieu of foreclosure, or commencing foreclosure proceedings, or in any

other way affecting the priority of payments due to the Senior Lender or the collateral granted to it as security, except in accordance with the provisions of this Agreement.

Each Junior Lender agrees that its Junior Loan Documents shall not include provisions pursuant to which a default or Event of Default would arise thereunder solely by reason of a default or Event of Default occurring under a loan from such Junior Lender to the Borrower that is unrelated to the acquisition, development or operation of the Property and is not secured by the Property (a "Cross-Default Provision") and if any Cross-Default Provision is included in such Junior Lender's Junior Loan Documents, such Cross-Default Provision shall be null and void.

The Senior Lender agrees that if a default or Event of Default arises under the Senior Loan Documents solely because of a breach of a Cross-Default Provision, unless and until an independent default or Event of Default arises under the Senior Loan Documents (that is, as a result of a breach of covenant, warranty or representation other than a Cross-Default Provision), the Senior Lender shall (i) use reasonable efforts to notify the Junior Lenders of the breach of the Cross-Default Provision and (ii) refrain from exercising any remedy under the Senior Loan Documents on account of such default or Event of Default unless all of the Junior Lenders have consented in writing to such exercise, such consent not to be unreasonably withheld or delayed.

5. LOAN INCREASES. The Junior Lenders agree that if (i) an Event of Default has occurred under the Senior Note and the Senior Lender elects to convert unpaid and unaccrued interest under the Senior Note to additional principal due thereunder; or (ii) the Senior Lender has reasonably determined that it is necessary to advance additional funds to make reasonably necessary repairs or to prevent the occurrence of serious physical harm to the Property; (iii) the Senior Lender has reasonably incurred expenses to protect its interest in the Property, and as a result after notice to the other Lenders, the Senior Lender increases the amount of the Senior Loan by such amount(s), the Junior Lenders will execute such additional documents as the Senior Lender deems reasonably necessary to be assured that the Junior Loan Documents and the Borrower's obligations thereunder are subordinate to the Senior Loan Documents as they may be increased and/or amended for purposes set forth herein.

Similarly, the Junior Lenders agree that if a Junior Lender increases the amount of its loan for any of the above-described reasons, the other Junior Lenders will execute such additional documents as may be reasonably necessary to ensure that the Junior Lender Loan Documents and the County HOME Loan Documents, as they may be increased and/or amended for purposes set forth herein, remain *pari passu* after such increase.

6. SUBORDINATION OF PAYMENTS. The Junior Lenders agree that, except upon the maturity date of any Junior Loan and except for certain required repayments from Excess Principal Advances (as defined in the Promissory Notes evidencing the Participating Lender Loan), no payments, prepayments or other distributions will be paid or payable under the terms of the Junior Loan Documents from the income of the Borrower and/or the Property unless at the time of such payment, prepayment or distribution, the income generated by the Borrower and/or the Property, as demonstrated by the Borrower's audited or certified financial statements, is sufficient to pay in a timely manner (i) all operating expenses necessary to operate properly the Property in accordance with the budget most recently approved by the Senior Lender, (ii) required contributions to reserves for replacements under the Senior Loan Documents or the Loan Documents of any Lender equal in priority, and (iii) all amounts due and payable under the Senior Loan Documents. Upon the occurrence of an Event of Default under

the Senior Loan Documents, as determined by the Senior Lender and as set forth in writing to the Junior Lenders, no payments will be accepted under the Junior Loan Documents without the prior written consent of the Senior Lender, subject to Section 4 hereof. In the event the Junior Lenders receive any payments or other distributions of any kind from the Borrower or from any source whatsoever in respect to the Junior Loan Documents after receipt of notice of such an Event of Default, other than as permitted above, such payments or other distributions shall be received in trust and the Junior Lenders receiving such payments or distributions shall make all good faith efforts to see that such payments or distributions are promptly forwarded to the Senior Lender.

7. LENDER AMENDMENTS. Except as otherwise provided in Section 4 herein, no Junior Lender shall modify or amend its respective Loan Documents in any material manner without the prior written consent of the Senior Lender, the County and the Participating Lenders, which consents shall not be unreasonably withheld or delayed. The Senior Loan Documents shall not be modified or amended in a material manner that adversely affects the Junior Lenders' interests without the prior written consents of the Junior Lenders, which consents shall not be unreasonably withheld or delayed.

8. BANKRUPTCY. No Junior Lender shall, without the prior written consent of the Senior Lender, the County and the Participating Lenders, commence or join with any other creditor in commencing any bankruptcy, reorganization or insolvency proceedings with respect to the Borrower.

9. ASSIGNMENT TO MHP. The parties hereto acknowledge and agree that the Senior Lender has entered into an agreement pursuant to which the Senior Lender intends to assign the Senior Loan to MHP by its endorsement of the Senior Note to the order of MHP and the assignment of the other Senior Loan Documents to MHP (the "Assignment"). At the time of the Assignment, the amount of the Senior Loan shall be Six Hundred Forty Thousand Dollars (\$640,000.00) and MHP shall succeed to the rights and priorities of the Senior Lender under this Agreement. Also, at the time of the Assignment, MHP shall become a "Holder" as such term is defined in the MassDocs Restriction in its capacity as Senior Lender and MassDocs Restriction shall thereafter be considered a Senior Loan Document. The MassDocs Restriction shall thereafter be senior to the Senior Mortgage in accordance with the provisions of Section 19.D. of the MassDocs Restriction. The Participating Lenders and the County agree that, effective as of the Assignment, the Junior Loan Documents (if not discharged as of the date of the Assignment) are and shall be subject to the terms of this Agreement, subordinate to the Senior Loan Documents to the extent of the remaining principal balance thereof and to the same extent as if the Senior Loan Documents had been executed, delivered and recorded, as applicable, prior to the execution, recording and delivery of the Junior Loan Documents. The Participating Lenders and the County agree to execute, acknowledge and deliver to MHP such additional assurances of the subordination of each of the Participating Lender Loan Documents and the County HOME Loan Documents to the Senior Loan Documents, as MHP may require, provided they are consistent with the terms of this Agreement.

10. NOTICES. Except for any notice required under applicable law to be given in a different manner, any notice, request or other communication which any party hereto may be required or may desire to give hereunder shall be made in writing, and shall be deemed to have been properly given if hand delivered, if sent by recognized overnight courier, receipt confirmed, or if mailed by United States registered or certified mail, postage prepaid, return receipt requested, addressed to the parties at their respective addresses first set forth above, or to such other address as the party to be served with notice may have furnished in writing to the party seeking or desiring to serve notice as a place for the service

of notice. A notice sent by any of the forgoing methods shall be deemed given upon documented receipt or refusal.

11. TERMINATION OF AGREEMENT. The relative priorities of each Lender, as set forth herein, and the rights of each Lender, as provided hereunder, are applicable and available to that Lender only until the repayment of the obligations of the Borrower to that Lender which are subject to this Agreement and the expiration of the provisions of the Affordable Housing Restriction granted for the benefit of such Lender. Upon the repayment in full of such obligations and expiration of such Affordable Housing Restriction, that Lender shall no longer be a party hereunder, and the various relative priorities included above shall be deemed amended by the deletion of that (former) Lender herefrom, except that in the event that such (former) Lender is required, pursuant to Section 547 of the Bankruptcy Reform Act of 1978 or a successor provision, to repay any amount paid to that (former) Lender by the Borrower in satisfaction of such liabilities, then such Lender shall be deemed a party hereto entitled to all benefits hereunder to the extent that the proceeds of the collateral are thereafter distributed pursuant hereto.

12. LOAN DISBURSEMENTS.

- A.** Each advance of proceeds under each Lender's Loan ("Advance") shall be made on the basis of a requisition ("Requisition") submitted by the Borrower to the Lender from whom such Advance is being requested (the "Disbursing Lender"), with a copy of the Requisition sent simultaneously to the other Lenders. To the extent that the Requisition requests an Advance to pay for any construction work or other so-called "hard costs", such work and all invoices therefore shall also be inspected by the Lenders' construction consultants.
- B.** Each Requisition shall be in the form required under the Disbursing Lender's Loan Documents. The Disbursing Lender shall review the Requisition to determine that such Requisition conforms to the requirements of the Disbursing Lender's Loan Documents, and the other Lenders shall each review the Requisition to determine that such Requisition is consistent with the Project's construction budget and timeline, and to ensure that nothing has come to the attention of the Disbursing Lender and to the other Lenders which would justify a refusal of the Requisition. Each Lender's construction consultant shall be given notice of and shall have the right to attend all construction progress meetings and shall have the right to receive copies of all revised plans and change orders during the course of construction. As part of such review, each Lender shall also have the right to have such Lender's own construction consultant inspect the construction work and the Requisition.
- C.** The Lenders shall cooperate in making disbursements of proceeds from their respective Loans to the Borrower by (i) using the AIA requisition forms or other common requisition forms acceptable to the Lenders and similar requisition/disbursement procedures; (ii) sharing all information derived from construction progress inspections, subject to the provisions of any separate disbursement agreement among the Lenders or any of them; and (iii) using good faith efforts to approve (or disapprove) within ten (10) business days after receipt of a fully executed copy of each Requisition, the disbursement of funds under any Loan to the Project. Notwithstanding any of the foregoing provisions of this Section 12 to the contrary, nothing in this Agreement shall be deemed to preclude each Lender from making its own independent determination as to making or refusing to make an Advance to the Borrower under the terms of that Lender's separate agreement or agreements with

the Borrower. Further, nothing in this Section 12 shall preclude a Lender from making an Advance of its own Loan proceeds to the Borrower from its own funds in response to a Requisition from the Borrower, notwithstanding the disapproval or objection by another Lender; provided that the Borrower acknowledges and agrees that the disapproving or objecting Lender(s) reserve their respective rights to withhold any further disbursements of their respective proceeds in accordance with the terms of their respective loan documents.

- D.** If no disapproval is given within the ten (10) business day period referred to above in preceding subsection C., then the Disbursing Lender may proceed to disburse funds, without prejudice to the right of any other Lender to subsequently disapprove in connection with its own Advances. In the event of disapproval, the disapproving Lender, shall specify in writing the reasons for disapproval and shall promptly forward such written disapproval to the other Lenders and the Borrower. Further, in the event of disapproval pursuant to clause (iii) in the preceding subsection C., the Borrower agrees to hold the Lender or Lenders to whom the Requisition was made harmless from any liability of any nature whatsoever arising out of such disapproval by any other Lender. If (x) a Lender objects to any Requisition and/or (y) a Requisition is revised to reflect the objections of a Lender, the Borrower will be responsible for forwarding to each Lender copies of the reasons cited for the objection, as well as the modified Requisition.
- E.** Upon the objection or disapproval of any Lender to a Requisition from the Borrower, the Borrower and the Lenders agree to seek in good faith a resolution of the reasons for the objection or disapproval. Notwithstanding any of the foregoing provisions of this Section 12 to the contrary, nothing in this Agreement shall be deemed to preclude each Lender from making its own independent determination as to making or refusing to make an Advance to the Borrower under the terms of that Lender's separate agreement or agreements with the Borrower. Further, nothing in this Section 12 shall preclude a Lender from making an Advance of its own Loan proceeds to the Borrower from its own funds in response to a Requisition from the Borrower, notwithstanding the disapproval or objection by another Lender; provided that the Borrower acknowledges and agrees that the disapproving or objecting Lender(s) reserve their respective rights to withhold any further disbursements of their respective proceeds in accordance with the terms of their respective agreements.
- F.** If the Borrower seeks additional funding from any Lender or approval from any Lender for any material revision to the Borrower's budget (each, a "Budget Revision"), the Borrower shall submit copies of the request for Budget Revision to all Lenders, and no Budget Revision shall be permitted without the written consent of all Lenders. The Lenders agree that they shall consult each other in good faith within ten (10) business days of receipt of a request for a Budget Revision to determine whether to approve or disapprove of such Budget Revision. If verbal or written approval of the Budget Revision is given by the other Lenders, then the Borrower may make the Budget Revision. In the event of disapproval by any Lender of a request for a Budget Revision, the disapproving Lender shall specify in writing the reasons for disapproval and shall promptly forward such written disapproval to the other

Lenders and the Borrower (the "Budget Disapproval Notice"). Upon the disapproval of any Lender to a request for Budget Revision from the Borrower, the Borrower and the Lenders agree to seek in good faith a resolution of the reasons for disapproval. If the Borrower and the Lenders are unable to agree in good faith upon a resolution of the reasons for disapproval of the requested Budget Revision within ten (10) business days of receipt of the Budget Disapproval Notice, then the requested Budget Revision shall not be made.

- G.** The provisions of this Section 12 shall not apply to any Advances made prior to the date of execution hereof by the Town or the Local AHT.

13. SHARING OF EXCESS PRINCIPAL ADVANCES. Each of the Participating Lenders' Promissory Notes contains a provision with respect to repayment of Excess Principal Advances (as defined therein). Repayments of Excess Principal Advances shall be shared pro rata by the Participating Lenders in accordance with the ratio of the outstanding principal amount owed to each of them to the total aggregate outstanding principal balance owed to all of them.

14. REPLACEMENT LOAN. The Junior Lenders hereby acknowledge and agree that the Senior Loan will mature prior to the maturity date of the Junior Loans. Provided the conditions enumerated below are met, the Junior Lenders will consent to a refinancing of the Senior Loan on its maturity date by a new permanent loan in an amount equal to the sum of the then outstanding principal balance of the Senior Loan plus reasonable closing costs plus funds to address necessary capital improvements as approved by the Junior Lenders (the "Refinanced Permanent Loan"):

- A.** Borrower shall notify each of the Junior Lenders separately with the proposed terms of such new loan not less than sixty (60) days prior to such refinancing;
- B.** Such loan shall have a minimum term of fifteen (15) years and a minimum amortization period of twenty (20) years;
- C.** The interest rate of such loan shall be fixed for the entire term at a then-competitive and commercially reasonable rate of interest;
- D.** Borrower shall be in compliance with all terms and conditions set forth in the Junior Loan Documents, including but not limited to requirements of the Affordable Housing Restriction;
- E.** Borrower shall provide evidence to each of the Junior Lenders that the proceeds of such Refinanced Permanent Loan inure only to the benefit of the Project, such evidence to be satisfactory to the Junior Lenders in such lenders' sole discretion;
- F.** The lien position of the Participating Lender Loan and the County HOME Loan shall not be lower than as set forth in Section 1.B;
- G.** Borrower shall have provided to the Junior Lenders an updated cash flow analysis, a copy of the commitment letter or term sheet for the Refinanced Permanent Loan and other requested documentation at least thirty (30) days prior to such refinancing;
- H.** Borrower shall pay to the Junior Lenders a reasonable transaction fee in an amount to be determined by the Junior Lenders and reimburse the Junior Lenders for legal fees incurred by the Junior Lenders in connection with the closing of the Refinanced Permanent Loan;

- I.** Borrower must be current on all Junior Lender reporting requirements including but not limited to provision of the most recent audited and management-prepared financial statements and evidence of current insurance coverage;
- J.** Borrower may not use the proceeds of the Refinanced Permanent Loan to pay off or make partial repayments of any loans subordinate to the Participating Lender Loan or the County HOME Loan or to make a distribution to any beneficial owner of Borrower without specific additional consent by the Junior Lenders.

The holder of the Senior Loan at such time shall have the option of assigning its rights hereunder to a lender making such Refinanced Permanent Loan (a "Replacement Lender") and such Replacement Lender, upon accepting such assignment in a written instrument delivered to the Junior Lenders, shall be entitled to all of the rights and shall be subject to all of the obligations of a Senior Lender hereunder. The Junior Lenders agree (x) that the mortgages securing the Junior Loans shall be and remain subordinate in all respects to any executed and recorded document(s) securing the Replacement Loan, (y) that this Agreement shall remain in full force and effect, with the Refinanced Permanent Loan assuming the position of the Senior Loan under this Agreement and (z) upon request of the Replacement Lender, to execute reasonable documentation confirming the subordination of their respective loans to the Refinanced Permanent Loan on the same terms and conditions as set forth in this Agreement.

15. LETTER OF CREDIT. The Lenders acknowledge that an Irrevocable Standby Letter of Credit has been issued to all of the Lenders in lieu of performance, payment and lien bonds, the original of which Letter of Credit is being held by the Senior Lender. If any Lender (the "Notifying Lender") desires to draw upon such Letter of Credit in order to complete construction of the Project after a default of the Borrower, in accordance with the Notifying Lender's Loan Documents (and after the expiration of any applicable grace period under such Loan Documents), then the Notifying Lender shall give written notice to the other Lenders hereunder. If the Senior Lender gives written notice to the Notifying Lender within ten (10) business days that it also desires to draw upon the Letter of Credit and apply the proceeds thereof to complete construction of the Project, then the Senior Lender shall have the right to do so, provided that it promptly and diligently acts with respect thereto. If no other Lender responds to the Notifying Lender's notice within ten (10) business days, the Senior Lender shall promptly deliver the original Letter of Credit to the Notifying Lender, and the Notifying Lender may proceed to draw upon the Letter of Credit in order to complete construction of the Project.

16. MISCELLANEOUS. This Agreement shall be governed by the laws of The Commonwealth of Massachusetts and shall inure to the benefit of, and be binding upon, the undersigned and their respective successors and assigns. The provisions of this Agreement are intended solely for the purpose of defining the relative rights of the parties and no relationship of partnership, joint venture or other joint enterprise shall be deemed to be created hereby by and among the Lenders or any of them. This Agreement shall remain in effect so long as the Loan Documents given to at least two Lenders hereunder remain outstanding. Nothing contained herein is intended to or shall impair the obligations of the Borrower to any Lender or to make the Borrower a third party beneficiary hereof, and no violation of any of the provisions hereof by any Lender shall constitute a defense for, or confer any other rights upon, the Borrower. Except as otherwise expressly provided herein, the rights of the parties to enforce the provisions of this Agreement shall not at any time be prejudiced or impaired (i) by any act or failure to act on the part of any of the parties, including, without limitation, any forbearance, waiver, consent,



MASTER SUBORDINATION AGREEMENT

compromise, amendment, extension or renewal with respect to the Borrower's obligations to a party or any taking or release of or failure to protect or preserve any property of the Borrower, or (ii) by noncompliance by the Borrower with the terms of this Agreement. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as a sealed instrument under Massachusetts law, as of the date and year first above written.

SENIOR LENDER:
LIFE INSURANCE COMMUNITY INVESTMENT INITIATIVE LLC

By:

Name:

Title:

COMMONWEALTH OF MASSACHUSETTS

_____ County, ss.

On this ____ day of November, 2016, before me, the undersigned notary public, personally appeared _____, the _____ of Life Insurance Community Investment Initiative LLC, proved to me through satisfactory evidence of identification, which was (a current driver's license) (a current U.S. passport) (my personal knowledge of the identity of the principal), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily, in such capacity, for its stated purpose.

Notary Public

My commission expires:

AGENT LENDER:

MASSACHUSETTS HOUSING PARTNERSHIP FUND BOARD

By:

Name:

Title:

COMMONWEALTH OF MASSACHUSETTS

_____ County, ss.

On this ____ day of November, 2016, before me, the undersigned notary public, personally appeared _____, the _____ of Massachusetts Housing Partnership Fund Board, a Massachusetts public instrumentality and body politic and corporate, proved to me through satisfactory evidence of identification, which was (a current driver's license) (a current U.S. passport) (my personal knowledge of the identity of the principal), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily, in such capacity, for its stated purpose.

Notary Public

My commission expires:

COUNTY:

BARNSTABLE COUNTY, a body politic of The Commonwealth of Massachusetts, acting by and through its County Commissioners

By:

Name:

Title:

By:

Name:

Title:

By:

Name:

Title:

COMMONWEALTH OF MASSACHUSETTS

Barnstable County, ss.

On this ____ day of November, 2016, before me, the undersigned notary public, personally appeared _____, _____, and _____, the County Commissioners of Barnstable County, proved to me through satisfactory evidence of identification, which was (a current driver's license) (a current U.S. passport) (my personal knowledge of the identity of the principal), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily, in such capacity, for its stated purpose.

Notary Public

My commission expires:

BORROWER:
CHR GPR LLC

By: _____

Edward Malone

Its: Manager

COMMONWEALTH OF MASSACHUSETTS

_____ County, ss.

On this ____ day of November, 2016, before me, the undersigned notary public, personally appeared Edward Malone, the Manager of CHR GPR LLC, proved to me through satisfactory evidence of identification, which was (a current driver's license) (a current U.S. passport) (my personal knowledge of the identity of the principal), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily, in such capacity, for its stated purpose.

Notary Public

My commission expires:

EXHIBIT A: LEGAL DESCRIPTION

**HOME INVESTMENT PARTNERSHIPS AGREEMENT
FOR PROJECT DEVELOPER**

This Agreement entered into this _____ day of _____, 2016, (the "Agreement"), by and between Barnstable County, acting by and through the Department of Human Services, and CHR GPR LLC, a Massachusetts limited liability corporation, with an address of 36 Conwell Street, P.O. Box 1015, Provincetown, MA 02657 (the "Borrower").

W I T N E S S E T H

WHEREAS, Barnstable County has allocated HOME funds to eligible Borrowers in accordance with Title II of the Cranston-Gonzalez National Affordable Housing Act of 1990, as amended, and U.S. Department of Housing and Urban Development ("HUD") regulations published at 24 CFR part 92 (as amended from time to time, the "HOME Regulations");

WHEREAS, the purpose of the HOME Program is to expand the supply of decent, safe, sanitary, and affordable rental housing and homeownership through acquisition, rehabilitation, and new construction of housing and through tenant based rental assistance using a combination of funds from public and private sources;

WHEREAS, the Borrower has submitted an application (the "Application") to Barnstable County for HOME funds for a certain project in the Town of Wellfleet, which is more particularly described in Exhibit A hereto (the "Project"), and Barnstable County has approved the Application; and,

WHEREAS, the Borrower is a qualified recipient of financing assistance under the HOME Program, the Project will be developed and operated for the benefit of individuals or families who satisfy the income eligibility guidelines of the HOME Program, and the Project will comply with all requirements of the HOME Regulations,

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

Section 1. Construction/Rehabilitation in accordance with Rules and Regulations: Unless otherwise defined herein or unless a different meaning is required from the context in which they are used, all words and terms used in this Agreement are as defined in 24 CFR part 92.

Section 2. Obligations of Borrower: The Borrower shall enter into Loan Documents (as hereinafter defined) consistent with the Application and with this Agreement. The Loan Documents shall require the Borrower to comply with all of the terms and conditions of this Agreement and of the HOME Regulations.

Section 3. Definitions:

- (a) "Agreement" As used herein, "Agreement" shall mean this Written Agreement and any and all exhibits or attachments attached hereto.
- (b) "Loan Documents" As used herein, "Loan Documents" shall mean a Loan Agreement, Promissory Note, Mortgage, Security Agreement and Conditional Assignment, UCC Financing Statements, Affordable Housing Restriction and/or Deed Rider and all other documents necessary or appropriate to evidence and secure Barnstable County's HOME Program financing for the Project, each in form and substance acceptable to Barnstable County, which shall be executed by Barnstable County and the Borrower.

Section 4. HOME Commitment: Subject to the terms and conditions contained in this Agreement and in the effective Loan Documents, Barnstable County agrees to disburse certain funds, which disbursements shall constitute the HOME Program proceeds that Borrower shall be entitled to receive. The amount of the HOME program proceeds was determined by Barnstable County through its HOME subsidy layering analysis and underwriting requirements prior to the commitment of the HOME funds. Such disbursements shall not, in the aggregate, exceed that amount designated as the HOME Award on Exhibit A hereto, and all disbursements shall be made in accordance with the procedures set forth in Exhibit A hereto and with all requirements of 24 CFR Part 92 and the HUD Integrated Disbursement and Information System. In no instance shall Barnstable County be liable for any costs incurred in excess of the HOME commitment, nor for any unauthorized or ineligible costs.

Section 5. Method of Disbursement: Funds will be disbursed by Barnstable County in accordance with the terms and procedures to

be set forth in Exhibit A attached hereto and the terms and procedures to be set forth in the Loan Agreement between Barnstable County and the Borrower. All disbursements must be limited to the amount needed for eligible costs and must be actually expended for eligible costs within 15 days after receipt or returned to Barnstable County for deposit.

Section 6. Commencement: This Agreement is effective upon execution by the Borrower and Barnstable County. Borrower agrees that the Project shall not commence, nor shall any costs be incurred or obligated, prior to execution and compliance with all conditions of this Agreement, unless approved by Barnstable County. Prior to acquisition, rehabilitation and/or construction assisted under this Agreement, the environmental review required by 24 CFR 92.352 must be completed, a notice of finding and a request for release of funds must be published, and a notice to proceed must be issued from Barnstable County. The Borrower agrees that the Project shall be carried out in accordance with the approved budget and that this Agreement shall terminate automatically on April 30, 2017, unless the Project has commenced and the first requisition of funds hereunder has been paid.

Section 7. Terms of the HOME Commitment: The terms of the HOME Commitment shall be as specified in Exhibit A hereto.

Section 8. Compliance with Laws and Regulations: The Borrower shall comply with all applicable federal, state and municipal laws and regulations, including without limitation those required by Title II of the Cranston-Gonzalez National Affordable Housing Act of 1990, as amended, and 24 CFR Part 92 (Sections 92.350 et seq.). The Recipient shall also comply with the new U. S. Department of HUD regulations on lead-based paint hazards at 24 CFR 35, et al., "Requirements for Notification, Evaluation and Reduction of Lead-Based Paint Hazards in Federally Owned Residential Property and Housing Receiving Federal Assistance; Final Rule (previously known as the Lead-Based Paint Poisoning Prevention Act).

Section 9. Uniform Relocation & Real Property Acquisition Policies Act of 1970 (the "Relocation Act"): Where applicable, Borrower must comply with all requirements of the Relocation Act and with Section 104(d) of the Housing & Community Development Act of 1974, as amended (i.e., the Barney Frank Amendment), and with the requirements of 24 CFR Part 92.353.

Section 10. Equal Opportunity: During the performance of this Agreement, the Borrower must ensure that no otherwise qualified

person shall be excluded from participation or employment, denied program benefits, or subjected to discrimination based on race, color, national origin, sex, sexual orientation, age, handicap, religion, or religious preference, under any program or activity funded under this Agreement, as required by Title VI of the Civil Rights Act of 1964, the Fair Housing Act (42 U.S.C. 3601-19) and all implementing regulations, the Age Discrimination Act of 1975, and all implementing regulations, and Section 504 of the Rehabilitation Act of 1973, and all implementing regulations, the federal laws and regulations described in 24 CFR §92.350 and under all non-discrimination laws and regulations of the Commonwealth of Massachusetts, including M.G.L.c.151B and M.G.L.c.272, §92A, §98 et seq.

- a. Affirmative Marketing - The Borrower must comply with and document procedures undertaken in accordance with the affirmative marketing requirements and the use of Minority Business Enterprises and Women's Business Enterprises as set forth in 24 CFR part 92.351 and 92.350.
- b. Section 3 - Work to be performed under this agreement is for a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u). Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the Project be awarded to business concerns, which are located in or owned in substantial part by persons residing in the area of the Project.

Section 11. Contractors and Subcontractors:

- a. Federal Labor Standards Provision - All projects for the construction or rehabilitation of twelve (12) or more housing units assisted with HOME funds shall comply with HUD requirements pertaining to such contracts and the applicable requirements of the regulations of the Department of Labor under 29 CFR parts 3, 5, and 5a, governing the payment of wages and the ratio of apprentices and trainees to journeymen. The Borrower shall cause or require to be inserted in full, in all such contracts subject to such

regulations, provisions meeting the requirements of 29 CFR 5.5.

- b. Executive Order 11246 - Borrower hereby agrees to place in every contract and subcontract for construction exceeding \$10,000 the Notice of Requirement for Affirmative Action to ensure Equal Employment Opportunity. The Borrower furthermore agrees to insert the appropriate Goals and Timetables issued by the Department of Labor in such contracts and subcontracts.
- c. Debarred and Suspended Contractors - Borrower shall not enter into any agreement, written or oral, with any building contractor or other person without the prior determination of the building contractor's or person's eligibility. A building contractor or subcontractor or other person is not eligible to receive funds if it or any of its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in federally or state funded or assisted projects.
- d. The Borrower shall comply with all applicable federal and state procurement requirements, including without limitation the requirements set forth or referenced in 24 CFR 92.505 and 24 CFR 85.36, and such additional procurement requirements as may be set forth in Exhibit A.

Section 12. Maintaining Records for Monitoring by Barnstable County:

- a. The Borrower must maintain all records required by the HOME Regulations or Barnstable County, including the records described below, in a manner permitting inspection by Barnstable County and HUD. "Records" shall include receipts, checks, invoices, contracts and sub-contracts, books of account, reports, financial statements, and all other compilations of data documenting transactions with respect to the HOME Project and Borrower's compliance with HOME program requirements, as follows:
 - 1) Records of all HOME program related account transactions, including deposits, disbursements, and balances, and of all tangible assets purchased

in whole or in part with funds provided pursuant hereto.

- 2) Records supporting requests for payment and disbursement of funds.
- 3) Records indicating the source and amount of any repayment, interest, and other return on investment of HOME funds.
- 4) Records of all written agreements and contracts pertaining to the HOME Project, including but not limited to, mortgages, deed restrictions, covenants, and/or other agreements as approved.
- 5) Records documenting the per-unit HOME amount invested in the Project.
- 6) Audits and resolution of audit findings.
- 7) Documentation of the gross household income by household size of each household living in a HOME assisted housing unit (whether under a rental or homeownership program) for the duration of the period of affordability.
- 8) Where applicable, monthly rent and utility allowances for each HOME-assisted rental unit for the duration of the period of affordability.
- 9) Where applicable, signed leases for all tenants of HOME-assisted units.
- 10) Where applicable, records of the initial purchase price, appraisal value (both before and after rehabilitation or construction), and each re-sale purchase price for each HOME-assisted unit.
- 11) Efforts to undertake affirmative marketing procedures.
- 12) Where applicable, efforts to recruit MBEs and WBEs.
- 13) Actions taken in compliance with the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended.
- 14) Records documenting that all HOME-assisted units meet Section 8 Housing Quality Standards (HQS) as well as all applicable state and local codes. Records also must document full compliance with the new U. S. Department of HUD regulations on lead-based paint hazards at 24 CFR 35, et al., "Requirements for Notification, Evaluation and Reduction of Lead-Based Paint Hazards in Federally Owned Residential Property and Housing Receiving Federal Assistance; Final Rule (previously known as the Lead-Based Paint Poisoning Prevention Act).

- 15) Where applicable, records documenting full compliance with Uniform Relocation Act/Frank Amendment requirements.
 - 16) Records documenting environmental review of the Project.
- b. Upon request, the following records must be submitted to Barnstable County:
- 1) Annual Report, on forms as required by Barnstable County.
 - 2) Annual submission of Borrower's request for approval of rent increases and/or decreases. Management may not implement changes in either rent or utility allowance schedules without the prior approval of Barnstable County.
 - 3) Reports required to implement the Federal Labor Standards Provisions, where applicable.
 - 4) Proposed construction documents and contracts.
 - 5) Financial commitments, terms, and agreements.
 - 6) Property appraisal(s).
 - 7) Data on the extent to which each racial and ethnic group and single-headed household (by gender of household head) have applied for or occupied a housing unit funded in whole or in part with HOME funds.
 - 8) Data on all existing tenants or purchasers of HOME assisted units and tenants or purchasers first occupying first occupying HOME assisted units upon completion, including gross income, household size, race, head of household characteristics, and (if applicable) rental assistance.
 - 9) Close-out reports to be submitted no later than 60 days following the final drawdown of HOME funds on forms provided by Barnstable County.
 - 10) Any other Project information as requested by Barnstable County or HUD from time to time.
- c. All records, accounts, documentation, and all other relevant materials shall be retained by the Borrower for a period of five years after the period of affordability expires.
- d. All documents, data, studies and reports, whether finished or unfinished, prepared or obtained by the Borrower under this Agreement shall be the property of

Barnstable County and shall be delivered to Barnstable County promptly upon demand after the expiration or termination of this Agreement, whether on account of default of the Borrower or otherwise.

Section 13. Audit: The Borrower shall perform an annual audit in accordance with 24 CFR Parts 44 and 45, as applicable. Any amounts disbursed under this Agreement found on the basis of an audit examination to not constitute eligible expenditures shall be immediately reimbursed by the Borrower to Barnstable County.

Section 14. Affordability: HOME-assisted units must meet the affordability requirements of 24 CFR 92.252 (rental housing) and 92.254 (home ownership), as applicable. Project-specific affordability requirements are set forth in Exhibit A. Affordability requirements shall be enforced by recorded deed restrictions or other legally enforceable, recorded documents approved in writing and enforceable by the Barnstable County Commissioners.

Section 15. Repayment in Event of Non-Compliance: Whether voluntarily or not, if the Project is not completed within 120 days after the Completion Date contained in Exhibit A, an amount equal to the HOME funds disbursed for the Project must be repaid to Barnstable County in the same manner as provided in the Loan Documents for other events of default.

Section 16. Repayments: Any repayment, interest, recapture and/or other return on the investment of HOME funds must be returned to Barnstable County by the Borrower.

Section 17. Uniform Administrative Requirements: The Borrower hereby covenants and agrees to comply with all provisions of 24 CFR Part 92.505, 24 CFR Part 84, and OMB Circulars A-110, A-122, and A-133, to the extent applicable.

Section 18. Housing Quality Standards: Owners of rental housing assisted with HOME funds must maintain the property in compliance with HUD Housing Quality Standards and all applicable state and local codes. All rehabilitated properties must comply with the HOME Program Rehabilitation Standards. All rehabilitation must be completed prior to the transfer of ownership to eligible first-time homebuyers, unless the Borrower complies with all conditions for subsequent rehabilitation set forth in HOME regulations.

Section 19. Project Requirements: The Borrower must comply with the project requirements at 24 CFR part 92 subpart F, as applicable.

Section 20. Right to Monitor: Barnstable County, its agents and designees shall have the right, from time to time, to inspect and monitor the Project for purposes of ensuring compliance with the terms and conditions of this Agreement and the requirements of the HOME program, both during the term of this Agreement and after the close-out hereof.

Borrower agrees to permit Barnstable County, its agents and designees (i) reasonable access to the HOME assisted housing, and (ii) to examine its books and records, including all financial statements and records, from time to time, insofar as the same may apply to Borrower's use of the HOME proceeds. Borrower further agrees to furnish such other information as Barnstable County may request, for the purpose of determining Borrower's compliance with this Agreement and the requirements of the HOME program.

Section 21. Borrower's Representations: Borrower represents to Barnstable County as follows:

- a. It has no knowledge of any notices of violation or violations of federal or state statutes or regulations or municipal ordinances or orders, or requirements of any governmental body or authority to whose jurisdiction any of the real estate making up the HOME Project is subject, except as disclosed in Exhibit A;
- b. Its execution, delivery and performance of the terms and conditions of the Application and this Agreement have been duly authorized and will not conflict with or result in a breach of its Articles of Incorporation or By-Laws, or any vote of its members or directors or of the terms or provisions of any existing law, regulation, or order of any court or governmental body or authority or agreement to which it is a party or by which it is bound;
- c. There has been no material adverse change in its financial condition, except as disclosed in Attachment A, since the filing of its Application;
- d. The representations, warranties, and statements of fact of Borrower as set forth in the Application and this

Agreement are true, accurate, and complete in all material respects as of the date hereof;

- e. It has not omitted to provide Barnstable County with any material information necessary in order to make the representations, warranties, and statements made, in light of the circumstances under which they were made, not misleading;
- f. The Borrower has duly authorized the officer executing this Agreement to execute, in its name and on its behalf, this Agreement and all such other documents and instruments as Barnstable County may request in connection therewith;
- g. It has no knowledge of any existing, threatened or pending actions by any person or governmental authority against it which would have a material adverse effect on its ability to acquire and complete any necessary construction or rehabilitation on the project, except as disclosed in Exhibit A.
- h. The Borrower hereby certifies under pains and penalty of perjury that the "Sources and Uses" included in the Application, as it may have been updated prior to this Agreement, accurately describes the financing of the Project and that copies of all documents currently existing regarding all aspects of the Project have been submitted to Barnstable County. If any material changes are made in the documents mentioned above or any new documents created, a description of the changes shall be submitted immediately to Barnstable County together with copies of the amended documents or new documents. Prior to closing of the HOME loan, the Borrower will certify that all documents described in this subsection have been submitted to Barnstable County and that this transaction complies with all state and federal laws and does not result in or make possible any transaction which would violate any such laws, including bankruptcy laws, rules against fraud against creditors, partners, or insurers.
- i. Borrower shall comply with the HUD conflict-of-interest provisions at 24 CFR 92.356 and the Massachusetts conflict-of-interest law, M.G.L.c.268A.

Section 22. Survival of Agreements: All agreements, covenants, representations, and warranties of Borrower made in the Application, this Agreement or Attachments hereto, shall survive the making of any Loan hereunder and the termination of this Agreement.

Section 23. Events of Default: The occurrence of any one or more of the following events shall constitute an Event of Default hereunder:

- a. Borrower's breach of or failure to comply with any of the requirements of the HOME program or the terms and conditions of this Agreement;
- b. Any representation or warranty herein or in any other agreement, binder, instrument or exhibit to this Agreement is proven to be false or misleading in any respect, whether through commission or omission; or
- c. Borrower's failure to timely repay amounts required to be repaid to Barnstable County hereunder.

Section 24. Enforcement Actions (Remedies or Termination): If for any reason, the Borrower fails to comply with any condition or term of this Agreement, Barnstable County has the right to take any or all of the following actions, in addition to any remedies set forth in the Contract to which this Attachment is attached:

- 1) Require repayment by Borrower of all funds advanced to Borrower hereunder, regardless of whether such funds have been expended by Borrower,
- 2) Cease making advances to the Borrower under the Loan Documents,
- 3) Take any other actions that may be legally available, either at law or in equity.

Section 25. Later Disallowance and Adjustments: Neither the completion of the Project, nor the advance of all funds hereunder, nor the termination of this Agreement shall affect:

- a. HUD or Barnstable County's right to disallow costs and recover funds on the basis of a later audit or other review;
- b. The Borrower's obligation to return any funds due as a result of late refunds, corrections, or other transactions;

- c. Records retained as required;
- d. Property management requirements; and
- e. Audit requirements.

Section 26. Termination: This Agreement shall terminate on April 30, 2017 if the project has not commenced, i.e., if construction has not begun or if funds to assist HOME-eligible clients have not been drawn down. Otherwise, this Agreement shall remain in effect for the period of affordability as defined in Exhibit A, unless sooner termination in accordance with the provisions hereof, or unless terminated for convenience in accordance with 24 CFR 85.44.

Section 27. No Waiver: No delay or omission by Barnstable County to exercise any of its rights hereunder shall constitute an assent or waiver by it to or of Borrower's breach of or noncompliance with the terms of this Agreement, whether Barnstable County has knowledge of such breach or noncompliance, and no other assent or waiver, express or implied, by Barnstable County to or of any such breach or noncompliance shall be deemed an assent or waiver of any other or succeeding breach or noncompliance.

Section 28. No Partnerships: The parties hereto acknowledge that their relationship is solely as lender and Borrower of certain HOME Program funds in accordance with the terms hereof and the requirements of the HOME Regulations, and no partnership, joint venture, or participation relationship is intended to be created hereby.

Section 29. Benefit: This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns; provided, however, that no assignment by Borrower of its rights under this Agreement shall be of any effect unless the prior written consent of Barnstable County to such assignment has been first obtained.

Section 30. Severability: If any provision of this Agreement shall be deemed unenforceable or invalid, such provision shall not affect, impair or invalidate any other provision of this Agreement.

Section 31. Governing Law: This Agreement is being executed and delivered in the Commonwealth of Massachusetts and shall in all respects be governed, construed, applied and enforced in accordance with the laws of said Commonwealth, except to the extent pre-empted by federal law.

Section 32. Exhibits: The following exhibits are incorporated herein:

Exhibit A: Funding Application and Conditional Award Letters

IN WITNESS HEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

CHR GPR LLC

By: _____
Edward Malone, its Managing Manager

COMMONWEALTH OF MASSACHUSETTS

_____ County, ss.

On this _____ day of _____, 2016, before me, the undersigned notary public, personally appeared Edward Malone, the Manager of CHR GPR LLC, proved to me through satisfactory evidence of identification, which was (a current driver's license) (a current U.S. passport) (my personal knowledge of the identity of the principal), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily, in such capacity, for its stated purpose.

Notary Public
My commission expires:

BARNSTABLE COUNTY

By: _____
Mary Pat Flynn, Chair

By: _____
Sheila Lyons, Vice-chair

By: _____
Leo Cakounes, Commissioner

As Barnstable County Commissioners

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss.

On this ____ day of _____, 2016, before me, the undersigned notary public, personally appeared Mary Pat Flynn, Sheila Lyons, and Leo Cakounes, the Barnstable County Commissioners, proved to me through satisfactory evidence of identification, which was (a current driver's license) (a current U.S. passport) (my personal knowledge of the identity of the principal), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily, in such capacity, for its stated purpose.

Notary Public
My commission expires:

Exhibit A

Form of Financial Assistance
(Rental)

1. Definitions:

The "Project" is the new construction of six (6) family rental units, four (4) of which will be HOME-assisted units in the property consisting of the land, with the buildings, and all other improvements thereon, known as Gull Pond Road Rental Housing and located at 250 Gull Pond Road, Wellfleet, Massachusetts, as more particularly described in the Mortgage to be granted as Security for the Award hereunder (the "Property").

The "Borrower" is CHR GPR LLC, a limited liability corporation, with an address of 36 Conwell Street, P.O. Box 1015, Provincetown, MA 02657.

The "Sponsor" is Community Housing Resource a for-profit corporation with an address of 36 Conwell Street, P.O. Box 1015, Provincetown, MA 02657.

The "Award" consists of an amount not to exceed \$200,000 in Barnstable County HOME funds to be used by the Borrower solely for the purpose of constructing four (4) HOME-assisted units. These HOME-assisted units shall float amongst all units at the Property (the "HOME Units"). The HOME-assisted units will consist of two (2) 1-BR apartments, and two (2) 2-BR apartment. The project also will include at least one (1) unit accessible to individuals with mobility impairments and all six units (6) will be adaptable for individuals with sensory impairments.

The "First Requisition Date" shall be no later than _____, 2016.

The "Completion Date" shall be no later than _____, 2018.

The "Maturity Date" shall be 40 (forty) years after the estimated construction completion date and after the date of the execution, delivery and recording of the Loan Documents, unless extended or earlier terminated.

2. Loan Terms:

The form of assistance to be provided by the County to the Borrower is a deferred payment loan in an amount not to exceed \$200,000. The final amount of the award may be less than \$200,000 if (1) the property appraisal for each property included in the Project does not support the amount proposed for acquisition; and/or (2) the per-unit cost of the scope of work for the proposed construction for the Property is less than the per-unit amount carried in the development pro forma submitted as part of the Application, as it may have been updated.

There will be no periodic payments due under the loan. The entire principal balance and accrued interest will become due and payable on the Maturity Date. The term may be extended under certain conditions with the written approval of the County, as more particularly described in the Loan Documents. The loan will also become due and payable in full upon resale or refinancing of the Property, or upon the occurrence of any other event of default as set forth in the Loan Documents, if any of these occur earlier than the Maturity Date.

3. Security:

The loan will be secured by a mortgage and security agreement on the Property.

4. Qualifying Tenants:

The Borrower must use HOME rental selection criteria as set forth in the HOME regulations to select tenants for the four (4) HOME-assisted floating units in the Project. Only HOME-eligible tenants may be selected by the Borrower to live in the four (4) HOME-assisted floating units included in this Project.

At the time of the HOME loan closing or at initial occupancy, all households occupying HOME-assisted residential units in the Project must have incomes at or below 60% of median income for the Barnstable Town, MA MSA, as defined by the U.S. Dept. of HUD, and two (2) households occupying such units must have incomes at or below 50% of median income for the Barnstable Town, MA MSA. The units rented at the "HUD Low-Rent", as defined in the HUD regulations, must be occupied by households with incomes at or below 50% of median. At initial occupancy, two (2)-units will be designated as "Low HOME" units and two (2) of these units will receive project-based rental subsidy pursuant to an Agreement to enter into a Housing Assistance Payment Contract (HAP) via the HUD Section 8 program. These two (2) HOME units, while assisted with

Section 8 assistance, must be occupied by households with incomes at or below fifty percent (50%) of the area median income per HOME regulations and householders rent may not exceed thirty percent (30%) of household income.

If the HAP contract is not renewed at the end of any renewal term, or the HAP contract is terminated due to failure of appropriation or some other reason, then the two (2) units initially receiving Section 8 assistance will convert to High HOME units and be leased exclusively to persons or families whose annual income, at the time of initial occupancy of the unit, is less than or equal to sixty percent (60%) of the area median income per HOME regulations. At no time during the HUD period of affordability will the project have fewer than four (4) HOME units.

The Borrower must certify to the County and its HOME file that the tenants selected for participation meet the HOME income requirements at the time of the HOME loan closing or at initial occupancy, and on an annual basis thereafter. The Borrower also must certify that very low-income households are occupying the units in compliance with the rent limitations referenced in 24 CFR Part 92.252 (b).

5. Conditions for Release of Funds:

Prior to the County releasing funds to the Borrower for the construction of the Project, the Borrower must provide the County with a current fair market appraisal supporting the acquisition price for the Property. The appraisal must be performed by an appraiser acceptable to the County. The Borrower further must provide the County with an updated development pro forma and a current description of Project Sources and Uses of funds. The Borrower must further provide the County with satisfactory evidence of firm financing commitments for all sources of Project funds (whether loans or equity). No HOME funds will be released for a property included in the Project until all financing for that property is in place.

Prior to release of funds for the Project, the Borrower also shall provide the County, with a copy to the Project file, proof of payment of real estate taxes, other municipal charges assessed on the property, hazard insurance for the property, and other such due diligence documents as the County requires.

6. Property Eligibility:

The Borrower must certify to the Project file upon completion that each unit meets all applicable Housing Quality Standards

established by the U.S. Dept. of HUD, as well as all applicable state and local codes. The Recipient also must certify to the project file that each units meets the new U. S. Department of HUD regulations on lead-based paint hazards at 24 CFR 35, et al., "Requirements for Notification, Evaluation and Reduction of Lead-Based Paint Hazards in Federally Owned Residential Property and Housing Receiving Federal Assistance; Final Rule (previously known as the Lead-Based Paint Poisoning Prevention Act).

7. Terms of Rental Restrictions:

The rent levels at the Project must remain restricted pursuant to the HOME regulations for a period of not less than twenty (20) years from the date of the final advance of the Loan proceeds and the Project completion information has been entered in the disbursement and information system established by HUD under the HOME program and for an additional seventy-nine (79) years of the County affordability period. The Borrower or its agents must adjust HOME income/rent levels annually according to the HOME rates per household size and the number of bedrooms, as established annually by the U.S. Department of HUD. The form of rental restriction must be approved by the County before any HOME funds are released to the project.

8. Procurement Procedures:

The procurement process for construction work shall conform to all HUD and state procurement requirements, including those published at 24 CFR Part 92.505, including OMB Circular A-122 and 24 CFR Part 84, as applicable.

A bid package shall be developed by the Borrower for the Project. The package shall include:

- General work description
- Quality standards or performance manual
- Bidding instructions (e.g., specifications, alternate work items, floor plan or sketch, Davis-Bacon prevailing wage rates, labor standards and contract reporting forms)
- Detail work write-up/specifications

The Borrower shall solicit competitive bids, through a formal process, and shall select the lowest responsible bidder. A "responsible bidder" is defined as a bidder who:

- Can obtain bonds in the amount of the contract from a company licensed to do business in the Commonwealth of Massachusetts;

- Is not debarred from doing business with the federal government or the Commonwealth of Massachusetts
- Can supply three or more satisfactory references in the particular type of construction.

9. Notices and Signs:

The Borrower shall recognize the U.S. Department of Housing and Urban Development and its HOME Investment Partnerships Program and the County for providing funding for the services specified in this Agreement. Recognition is achieved by informing clients and their families, and identifying in writing, wherever possible (i.e. legal notices, posters & exhibits), that the services provided were, in whole or in part, funded by HUD and the County through the HOME Investment Partnerships Program.

The Borrower of funds from Barnstable County acknowledges that local awareness of grant and funding programs is essential to the success of the programs and that identification of specific projects, which have received grants of other funding, is effective in enhancing local awareness. In order to identify the Project, which is the subject of this grant of funding agreement, the recipient of funds shall within 30 days of commencement of construction, erect a temporary Project sign. The sign shall be plywood, MDO Exterior APA (4 feet by 6 feet) or (3 feet by 5 feet) (supported on two 4 inch by 4 inch posts with adequate bracing) or (otherwise securely mounted). The sign shall read as follows:

"HOME funds provided by the Barnstable County HOME Consortium."

10. Scope of Construction:

The Borrower is responsible for ensuring that the scope of construction is sufficient such that each unit completed as part of the Project will meet all applicable Housing Quality Standards established by HUD as well as all applicable state and local code requirements. The Borrower also is responsible for ensuring that the scope of construction for the property does not include inappropriate or excessive amenities and that the cost of construction is reasonable. The Borrower shall schedule all job meetings, provide all relevant construction documentation, and other information as may be requested from the County's Lender Advisor, per the Lender Advisor agreement signed as part of the Loan Documents.

11. Completion Certification:

Upon completion of construction, the Borrower must place in the Project file a certification indicating that the property meets all applicable Housing Quality Standards established by HUD as well as all applicable state and local code requirements.

12. Release of Funds:

The County will provide the Borrower, through a series of transfers from the U.S. Dept. of HUD Integrated Disbursement and Information System (IDIS), with a total amount not to exceed \$200,000. The amount of each transfer, or drawdown, for the Project will be determined based upon written submission to the County, and approval by the County, of the direct Project expenditures to be covered by the draw. The procedure for requesting transfers or drawdowns is as set forth in the Loan Documents prepared by the County's counsel. In total, the sum of the transfers to the Project will not exceed \$200,000. No more than 90% of the total amount of HOME funds committed shall be disbursed prior to the substantial completion of all construction work on the Property.

13. Project Monitoring:

The Borrower will maintain a file for the property, containing all certifications described in this Attachment. The Borrower must make its HOME files available to the County on an annual basis and from time to time, as the County chooses to monitor the Project.

14. Deadline for Commitment of Funds:

To ensure the timely use of HOME funds to the benefit of low-income households, all properties comprising the Project must be set up in the HUD Integrated Disbursement and Information System (IDIS), rehabilitation on the Project must have commenced, and the first requisition hereunder must have been paid, no later than the First Requisition Date. If all such conditions are not satisfied as of that date, DHCD reserves the right to cancel the conditional funding reservation to the Project.

15. Deadline for Expenditure of Funds:

All HOME funds for this Project must be expended no later than the Completion Date. Any funds remaining in the Project's IDIS account after that date will be recaptured.



LENDER ADVISOR AGREEMENT

This Lender Advisor Agreement (this "Agreement"), is made and entered into as of the ____ day of November, 2016, among Voikos Construction Management Co., Inc. , with an address at 289 Salt Rock Road, Barnstable, Massachusetts, 02630, (the "Advisor"), Life Insurance Community Investment Initiative LLC with an address at 420 Boylston Street, Boston, Massachusetts 02116, (the "Construction Lender"), Massachusetts Housing Partnership Fund Board, with an address at 160 Federal Street, Boston, Massachusetts 02110 (the "Permanent Lender"), Massachusetts Housing Partnership Fund Board, a Massachusetts public instrumentality and body politic and corporate, as agent for The Commonwealth of Massachusetts, acting by and through the Department of Housing and Community Development under the Housing Stabilization and Investment Trust Fund Statute, M.G.L. c. 121F (the "Agent"), acting on its own behalf and as agent for the following lenders: The Commonwealth of Massachusetts acting by and through the Department of Housing and Community Development under the Affordable Housing Trust Fund Statute, M.G.L. c. 121D, by its administrator Massachusetts Housing Finance Agency, the Town of Wellfleet, Massachusetts, acting by and through its Town Administrator, and the Wellfleet Housing Authority as Trustee of the Wellfleet Affordable Housing Trust Fund under Chapter 352 of the Massachusetts Acts of 2006 (collectively with the Agent, the "MassDocs Lenders"); and Barnstable County, a body politic of The Commonwealth of Massachusetts, acting by and through its County Commissioners, having an address at 3195 Main Street, P.O. Box 427, Barnstable, Massachusetts 02630 (the "County"); (collectively with the Permanent Lender, the Construction Lender and the MassDocs Lenders, the "Financing Parties"), and CHR GPR LLC with an address at c/o CHR, Inc., P.O. Box 1015, 36 Conwell Street, Provincetown, Massachusetts 02657 (the "Borrower").

BACKGROUND

- A. The Construction Lender has issued a commitment to provide construction and/or permanent financing for a project known as 250 Gull Pond Road Wellfleet Rental Homes located at 250 Gull Pond Road, Wellfleet, Massachusetts (the "Project");
- B. The Permanent Lender has committed to make a permanent first mortgage loan to the Borrower;
- C. The other Financing Parties have also issued commitments to provide construction and/or permanent financing for the Project;
- D. The Financing Parties are desirous of receiving a construction cost review and progress reports as to the status and quality of the construction by the Borrower, its contractors, agents and employees on the Project; and
- E. The Advisor offers cost review and construction observation services.

AGREEMENTS

NOW THEREFORE, in consideration of the mutual promises, covenants, and agreements as hereinafter set forth, it is mutually covenanted and agreed by and among the parties as follows:

1. Designated Representatives.

The Advisor agrees that ___Andy Voikos___ shall be the contact person for the Advisor, who will have primary responsibility for carrying out the obligations of the Advisor hereunder. The Advisor agrees to notify the Financing Parties of any proposed change in the contact person, it being agreed that any substitute contact person must be reasonably acceptable to the Financing Parties. If the Financing Parties determine that the designated contact person is not satisfactory, they will notify the Advisor and the Advisor shall designate an alternate contact person reasonably acceptable to the Financing Parties.

The Borrower shall designate in writing a person to act as the Borrower's representative with respect to the work to be performed under this Agreement. Such person will have complete authority to transmit instructions, receive information, interpret and define the Borrower's policies and decisions with respect to materials, equipment, elements and systems pertinent to the Advisor's performance of the Services hereunder.

The persons listed in Exhibit D attached hereto are hereby designated to act as the primary contact for their respective institutions with respect to the Advisor's performance of the Services hereunder and electronic copies of all reports and other work product produced by the Advisor hereunder shall be furnished to such persons at their e-mail addresses set forth in Exhibit D.

2. Services.

The Advisor agrees to perform timely the following cost review, site visit and final certification services (the "Services"):

(a) Initial Project Review.

Prior to closing of the construction financing for the Project, the Advisor will perform a detailed construction cost review for the Project (an "Initial Project Review") which will include the scope of work, including the size of the Project, the unit size, unit mix and density of the Project, and the type of building, amenity package and parking spaces and will render an opinion regarding:

- (1) overall quality of the construction plans and specifications and an opinion as to whether the plans are sufficiently detailed for construction and conform to federal and state laws and codes applicable to the Project, including but not limited to building, health, fire, safety and handicapped access codes;
- (2) whether the level and quality of the construction/rehabilitation as detailed in the plans and specifications is adequate to maintain the use of the Project as affordable rental housing over the term of the Permanent Lender's loan;
- (3) the general adequacy of the proposed construction documents and the level of quality of the specified materials, equipment, building components and systems;

- (4) availability of sewer, water, electric, telephone and gas utilities to the Project as represented by the Borrower, the Project architect or the Project surveyor;
- (5) review of all permits provided by the Borrower;
- (6) general compliance of the plans and specifications with the recommendations set forth in the geotechnical and structural reports, if any; and
- (7) general adequacy of the construction contract in its entirety, including all qualifications, assumptions and exhibits.

Additionally, the Advisor will include with the analysis any additional comments or explanations that would reasonably be deemed relevant to the Initial Project Review.

(b) Site Visits.

The Advisor will visit the Project site monthly and view the construction work at the Project in connection with its review of each Requisition (as defined below), and will make such additional progress review of the construction work as may be requested by the Financing Parties and agreed to by the Advisor (each, a "Site Visit"). It is anticipated that regular physical Site Visits will occur on the frequency described above, unless the Financing Parties and the Advisor agree that more or less frequent Site Visits are appropriate.

(c) Site Visit Reports.

The Advisor will provide the Financing Parties with a written review after each Site Visit, in a form approved by the Financing Parties, as to the status of the construction at the time of the Site Visit and the workmanship and general adherence to plans and specifications of the Project, as they may appear and be observable at the time of the Site Visit (each, a "Periodic Report"). As part of each Periodic Report, the Advisor will also do the following:

- (1) Review the contractor's estimate of the percentage of overall completion of the Project in accordance with the construction cost breakdown, review the anticipated completion date(s), identify any foreseeable delays, review the contractor's estimate of the cost to complete and comment on the adequacy of the remaining budget;
- (2) assess whether the level of workmanship is above or below average. If the level of workmanship is below average, then the Advisor will comment on the deficiency and track the status of the deficiency in subsequent Periodic Reports;
- (3) take digital photographs of completed work and specific deficiencies;
- (4) estimate the quantity and assess the security of significant materials stored on site, and verify that the Contractor has provided evidence of insurance coverage for stored materials;
- (5) review each proposed change order and comment on the reasonableness of the associated costs and the need for and appropriateness of the proposed changes, and on the likely impact of the proposed change order on the Project budget and schedule;

- (6) review the retainage amount and comment on any inconsistencies with the retainage requirements specified in the construction contract;
- (7) advise the Financing Parties of any matters related to the issuance of permits and approvals needed during construction that could affect the completion of the Project.

(d) **Requisition Review.**

Upon receipt by the Advisor of a request for payment from the contractor (each, a "Requisition", and together, the "Requisitions"), the Advisor will verify that such Requisition is in a form acceptable to the Financing Parties and is consistent with the estimated disbursement schedule attached as Exhibit A (as it may be revised from time to time by agreement of the Financing Parties), and that the following supporting documentation for such Requisition has been supplied: Requisition (AIA Form G702/703 or similar form(s) agreed to by the Borrower and the Financing Parties); monthly updated schedule; change order log (pending and approved); general contractor and subcontractor lien waivers). Upon completing such review, the Advisor will make a Site Visit to review the progress of the Project work to date and to review completion of all work covered by such Requisition.

In connection with each Site Visit and Requisition review undertaken in connection with a Requisition request, the Advisor will include as part of the Periodic Report a written recommendation to the Financing Parties as to whether the Advisor (1) confirms the Project architect's approval of the Requisition, (2) recommends disapproval of all or part of the Requisition (together with a summary of the reasons for such disapproval) or (3) needs additional information to make such recommendation (together with a summary of the additional information needed). The Advisor agrees to use reasonable efforts to complete the Site Visit and Requisition review and provide the Periodic Report with such recommendation to the Financing Parties within five (5) days after receipt of a Requisition. If the Advisor recommends disapproval or needs additional information, the Advisor shall promptly inform the Borrower and provide the Borrower with a copy of the summary described above. The Advisor will assist and advise the Financing Parties in any discussions with the Borrower to resolve the issues associated with such disapproval or inadequate supporting information.

It is expressly understood and agreed that the Advisor's review of a Requisition shall be deemed to constitute a certification by the Advisor to the Financing Parties that, to the best of his/her or its knowledge: (i) with respect to any construction-related item on the Requisition, the item represents sums due for work actually performed and/or materials actually delivered or installed; (ii) all observed work has been completed in a good and workmanlike manner and, if not, the Project architect has presented a plan for remediation of any deficient work; and (iii) the quality of observed Project work completed as of the time of the Advisor's Site Visit is generally in accordance with the construction contract and the plans and specifications for the Project previously delivered to the Advisor as amended by field changes.

If any Financing Party advancing funds for a Requisition disapproves all or any portion of such Requisition, such Lender shall promptly notify the Borrower and the other Financing Parties of such disapproval (together with a summary of the reasons supporting such disapproval).

(e) **Final Certification.**

Promptly upon completion of construction of the Project, the Advisor will (1) make a final Site Visit, (2) certify to the Financing Parties that, to the best of his/her or its knowledge, all work and materials are in substantial compliance with the plans and specifications and that lien releases have been duly delivered (on the form attached hereto as Exhibit B) and (3) review the schedule of punch list items and recommend any changes or additions to such punch list schedule and an appropriate aggregate holdback amount for the final punch list items. The Advisor will identify any observed areas where construction does not conform to the final plans and specifications. The Advisor will coordinate the final Site Visit at construction completion with the Financing Parties.

3. Compensation.

The Borrower will pay the Advisor the sum of \$1,600 for the Initial Project Review. Said amount will be payable prior to the closing of the construction financing or from the initial disbursement of loan proceeds upon the closing of the construction financing. Whether or not the construction financing closes, the Borrower will pay all fees and expenses incurred for the Initial Project Review.

The Borrower will pay the Advisor the sum of \$1,050 for each Site Visit/Periodic Report. The fee for each Site Visit/Periodic Report may be advanced by a Financing Party whose loan proceeds are being disbursed for construction from the loan disbursement next following such Site Visit. If the fee for a Site Visit/Periodic Report is paid by a Financing Party who does not have available loan proceeds to advance, the Borrower shall reimburse such Financing Party for such amount upon the Financing Party's request.

There will be no separate fee for the final certification, such final certification being considered part of the final Site Visit.

4. Documentation Provided to Advisor

The Borrower has supplied (or will promptly supply when available) copies of the following to the Advisor:

- (a) complete site, structural, mechanical, electrical, heating/ventilating/air conditioning, life safety and architectural plans and specifications including all modifications and addenda;
- (b) report(s) of soil and foundation investigation, including engineer's recommendations concerning the foundation design, structural reports and environmental reports;
- (c) general contract and contracts for consultants retained by the Borrower for the construction period;
- (d) proposed disbursement schedule (attached hereto as Exhibit A);
- (e) contractor's cost breakdown;
- (f) letters or other documentation verifying the availability of needed utilities, water, sanitary sewers, gas, electricity and telephone;
- (g) building permits and other permits required for construction;
- (h) building code analysis prepared by a registered architect or engineer; and
- (i) evidence of zoning compliance or comprehensive permit.

The Borrower shall promptly supply to the Advisor and the Financing Parties from time to time during the term of this Agreement copies of any changes to the foregoing and copies of any of the foregoing not available on the date hereof.

5. Borrower's Cooperation.

The Borrower authorizes and permits the Advisor, through its duly authorized agents or employees, to come upon the Project site at such times as may be reasonably requested by the Advisor. The Borrower further agrees to cooperate with the Advisor in the performance by the Advisor of the Services. In addition to the documentation described above, the Borrower will make available to the Advisor any and all data, files, information, drawings, specifications, and access to employees of the Borrower as may be reasonably requested by the Advisor in connection with the performance of the Services.

6. Assignment/Delegation.

This Agreement may not be assigned by the Advisor without the prior written approval of the Financing Parties. The Services may not be subcontracted or delegated in whole or in part to any other person or entity without the prior written approval of the Financing Parties.

7. Termination.

Any Financing Party may withdraw from this Agreement by written notice to the Advisor which notice shall specify an effective date of withdrawal. The Agent may withdraw from this Agreement on behalf of all the MassDocs Lenders. If all Financing Parties withdraw from this Agreement, this Agreement shall terminate effective as of the effective date of the last such withdrawal. The Advisor may terminate this Agreement by written notice to all Financing Parties, which notice shall specify an effective date of termination which shall not be sooner than 30 days after the date of such notice. Upon termination of this Agreement, the Advisor will return to the Financing Parties all documents and other materials which it has received from the Financing Parties and the Borrower in the course of providing the Services; the Advisor will promptly deliver to the Financing Parties all finished or unfinished documents, data, studies and reports, and all other property, prepared, purchased or otherwise obtained by the Advisor in the course of performing the Services; and the Advisor will promptly submit a final invoice for work performed up to the effective date of termination.

8. Compliance.

The Advisor shall be responsible for any violation(s) of any federal, state or local laws, ordinances, rules, regulations or orders committed in the performance of this Agreement. The Advisor also certifies that, to the extent applicable, it is in compliance or shall comply with: (1) all federal and state tax laws; (2) all laws and regulations relating to payments to the Employment Security System and required workers' compensation insurance policies pursuant to M.G.L. c. 151A, sec. 19A (employment security) and M.G.L. 152 (worker's compensation); and (3) the provisions of Section 7 of Chapter 521 of the Acts of 1990, as amended by Chapter 329 of the Acts of 1991 (child care assistance offered by employers having fifty or more full time employees), and 102 CMR 12.00 (minimum standards for child care). As evidenced by the signature of the Advisor's authorized representative below, the Advisor certifies under the pains and penalties of perjury, (x) the Advisor is current in the payment of all taxes due to The Commonwealth of Massachusetts as required by M.G.L. c. 62C, sec. 49A; and (y) pursuant to Executive Order 481, that the Advisor shall not

knowingly use undocumented workers in connection with the performance of this Agreement; that pursuant to federal requirements, Advisor shall verify the immigration status of all workers assigned to this Agreement without engaging in unlawful discrimination and that the Advisor shall not knowingly or recklessly alter, falsify or accept altered or falsified documents from any such worker(s). The Advisor understands and agrees that breach of any of these terms during the period of this Agreement may be regarded as a material breach, subjecting the Advisor to sanctions, including but not limited to monetary penalties, withholding of payments, contract suspension or termination.

9. Indemnification.

The Advisor shall indemnify, defend and hold harmless the Financing Parties, including their officers, agents and employees, from and against any and all claims, liabilities, losses, damages, costs and expenses to the extent caused or arising out of the breach of the terms hereof by Advisor or the negligent acts or reckless conduct of the Advisor, its officers, employees, agents or representatives in the performance of the Services. The Advisor's review of Project documentation pursuant hereto shall not result in any responsibility of the Advisor for compliance of the Project with laws, regulations or codes, all of which shall be the sole responsibility of the Project architect, the contractor and/or the Borrower.

10. Independent Contractor.

The parties intend and agree that the Advisor is an independent contractor and not an employee or agent of the Financing Parties. Subject to the terms and conditions of this Agreement, the Advisor alone will control the manner and means by which the Services are provided.

11. Miscellaneous.

- (a) Nothing contained in this Agreement shall be deemed or construed to modify or amend the terms and conditions of the loan documents evidencing and securing the loans from the Financing Parties to the Borrower in connection with the Project, including, without limitation, all conditions precedent to an advance of loan proceeds to the Borrower.
- (b) No delay or omission by a Lender in exercising any right or remedy under this Agreement or any of such Lender's loan documents shall be deemed to operate as a waiver of such right or remedy or any other right or remedy available hereunder or thereunder or at law. No waiver by a Lender of any default shall constitute a waiver of any other default or of the same default on a future occasion.
- (c) Any notice required or permitted to be given under this Agreement will be deemed to have been given if made in writing and sent by recognized overnight courier service, delivered by hand or sent certified mail, postage prepaid, to the relevant party at its address set forth above, and shall be deemed given one day after deposit with a recognized overnight courier service, upon receipt if delivered by hand and three days after being mailed.
- (d) This Agreement contains the entire agreement of the parties. No amendment of this Agreement and no waiver of any provision hereof shall be effective unless in writing

and duly executed by the parties affected thereby. If any portion of this Agreement is found to be unenforceable, the remaining portions of this Agreement will continue to be enforced to the fullest extent permitted by law. Time is of the essence of this Agreement.

- (e) This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the Financing Parties and the permitted successors and assigns (if any) of the Advisor and the Borrower, and shall be governed by the laws of The Commonwealth of Massachusetts. This Agreement may be executed in any number of counterparts.
- (f) The Advisor, the Borrower and the Financing Parties acknowledge that additional lenders or investors supplying financing for the Project (the "Additional Financing Parties") may desire to avail themselves of the services of the Advisor with respect to the Project and the Advisor agrees to extend reliance on the Advisor's work product hereunder to such Additional Financing Parties, provided that each such Additional Financing Party executes a joinder to this Agreement in the form attached hereto as Exhibit C. The Advisor shall not be required to deliver copies of its work product to any party who has not executed this Agreement or a joinder hereto.
- (g) All services provided by the Advisor are to be performed to best of the Advisor's professional experience and knowledge, based on Site Visits, review of Project documentation to the extent made available and the representations of development team members. The Advisor shall have no responsibility or authority to direct the contractor, the Borrower or their consultants relative to matters concerning the owner/contractor agreement.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first set forth above.

ADVISOR:
VOIKOS CONSTRUCTION MANAGEMENT CO., INC.

By:

Name:

Title:

CONSTRUCTION LENDER:
LIFE INSURANCE COMMUNITY INVESTMENT INITIATIVE LLC

By:

Name:

Title:

PERMANENT LENDER:
MASSACHUSETTS HOUSING PARTNERSHIP FUND BOARD

By:

Name:

Title:

AGENT:
MASSACHUSETTS HOUSING PARTNERSHIP FUND BOARD

BY:

Name:

Title:

COUNTY:

BARNSTABLE COUNTY, a body politic of The Commonwealth of Massachusetts, acting by and through its County Commissioners

By:

Name:

Title:

By:

Name:

Title:

By:

Name:

Title:

BORROWER:

CHR GPR LLC

By: _____

Name: _____

Its: _____

ADVISOR INFORMATION

Advisor's Tel. No. _____

Advisor's Tax ID No. _____

Advisor is a minority business enterprise sole proprietor ____

Advisor is a women's business enterprise sole proprietor ____

Advisor is a MA Supplier Diversity Office (SDO) certified minority business enterprise ____

Advisor is a MA Supplier Diversity Office (SDO) certified women's business enterprise ____

EXHIBIT A: DISBURSEMENT SCHEDULE

EXHIBIT B: ADVISOR'S FINAL CERTIFICATE

TO: Life Insurance Community Investment Initiative LLC; Massachusetts Housing Partnership Fund Board; Massachusetts Housing Partnership Fund Board, as agent for The Commonwealth of Massachusetts, acting by and through the Department of Housing and Community Development under the Housing Stabilization and Investment Trust Fund Statute, M.G.L. c. 121F; The Commonwealth of Massachusetts, acting by and through the Department of Housing and Community Development under the Affordable Housing Trust Fund Statute, M.G.L. c. 121D, by its administrator, the Massachusetts Housing Finance Agency; the Town of Wellfleet, Massachusetts, acting by and through its Town Administrator; and the Wellfleet Housing Authority as Trustee of the Wellfleet Affordable Housing Trust Fund under Chapter 352 of the Massachusetts Acts of 2006; and Barnstable County, a body politic of The Commonwealth of Massachusetts, acting by and through its County Commissioners (collectively, the "Financing Parties")

FROM: Voikos Construction Management Co., Inc. (the "Advisor")

RE: 250 Gull Pond Road Wellfleet Rental Homes, 250 Gull Pond Road, Wellfleet, Massachusetts (the "Project")

CHR GPR LLC (the "Owner")

The undersigned, acting as consulting Advisor to the Financing Parties for the above-referenced Project, in order to induce the Financing Parties to advance funds for the purpose of funding construction, taking out the construction loan and/or funding a permanent loan for the Project, does hereby certify to the best of his/her or its knowledge that:

- A. We have reviewed the plans and specifications for the Project (the "Plans and Specifications") in the form approved by you, as presently amended. A list of the Plans and Specifications is attached hereto as Exhibit 1. The Project is complete and all work has been done in accordance with the Plans and Specifications and in a good workmanlike manner.
- B. All closeout submittals required by the Plans and Specifications (including documentation of lead paint and asbestos abatement, if applicable, including any required certifications from the abatement contractor, engineer's affidavits as to adequacy of utilities and as-built record drawings) have been submitted by the contractor.
- C. To the knowledge of the undersigned, there are no petitions, actions or proceedings pending or threatened to revoke, rescind, alter or declare invalid any permits, liens, certificates or agreements for or relating to the Project.
- D. The level of construction/rehabilitation as detailed in the Plans and Specifications, if properly maintained during occupancy, is adequate to maintain the use of the Project as affordable rental housing over 20 years.

The foregoing Certificate is given to induce you to advance funds for construction, to take out the construction loan and/or for funding of a permanent loan for the Project, and it is intended that you shall rely upon this Certificate in making any such advances. This Certificate is rendered based on an examination of the Project, the Plans and Specifications and all other matters which we deem relevant.

Executed under Massachusetts law this _____ day of _____, 20__.

ADVISOR:
VOIKOS CONSTRUCTION MANAGEMENT CO., INC.

By:

Name:

Title:

EXHIBIT 1 List of Plans and Specifications

EXHIBIT C: JOINDER TO LENDER ADVISOR AGREEMENT

_____ (the "Additional Financing Party") joins in the execution of the Lender Advisor Agreement dated November ____, 2016 among Voikos Construction Management Co., Inc. , Life Insurance Community Investment Initiative LLC, Massachusetts Housing Partnership Fund Board, a Massachusetts public instrumentality and body politic and corporate, and Massachusetts Housing Partnership Fund Board as agent for The Commonwealth of Massachusetts, acting by and through the Department of Housing and Community Development under the Housing Stabilization and Investment Trust Fund Statute, M.G.L. c. 121F, Barnstable County, a body politic of The Commonwealth of Massachusetts, acting by and through its County Commissioners, and CHR GPR LLC (the "Lender Advisor Agreement") for the purpose of establishing itself thereunder as a Financing Party. Pursuant to Section 14(f) of the Lender Advisor Agreement, the Additional Financing Party hereby agrees to become a party to the Lender Advisor Agreement for the purposes of receiving the services of the Advisor thereunder and to perform all the obligations of a Financing Party thereunder. Notices to the Additional Financing Party under the Lender Advisor Agreement should be sent as set forth below.

IN WITNESS WHEREOF, the Additional Financing Party has caused this Joinder to be executed under seal, by an official thereunto duly authorized, as of the ____ day of _____, 20__.

By: _____
Name:
Title:

Notices should be sent to:

EXHIBIT D: CONTACT LIST FOR FINANCING PARTIES

COMPANY/AGENCY: Life Insurance Community Investment Initiative LLC
CONTACT PERSON: Kristen Harol, Vice President
EMAIL: kharol@masscapital.com

COMPANY/AGENCY: Massachusetts Housing Partnership Fund Board
CONTACT PERSON: Alice Wong
EMAIL: awong@mhp.net

COMPANY/AGENCY: Massachusetts Department of Housing and Community Development
CONTACT PERSON: Joanlin Hsu
EMAIL: Joanlin.hsu@state.ma.us

COMPANY/AGENCY: Massachusetts Affordable Housing Trust Fund
CONTACT PERSON: Michelle Vinciguerra
EMAIL: mvinciguerra@masshousing.com

COMPANY/AGENCY: Town of Wellfleet
CONTACT PERSON: Dan Hoort, Town Administrator
EMAIL: dan.hoort@wellfleet-ma.gov

COMPANY/AGENCY: Wellfleet Housing Authority as Trustee of Wellfleet Affordable Housing Trust Fund
CONTACT PERSON: Elaine McIlroy
EMAIL: emcilroy@comcast.net

COMPANY/AGENCY: Barnstable County, acting by and through its County Commissioners
CONTACT PERSON: Michelle Springer
EMAIL: mspringer@barnstablecounty.org

HOME INVESTMENT PARTNERSHIPS PROGRAM

LOAN AGREEMENT

This Loan Agreement (this "Agreement") is made and entered into as of the ___ day of November, 2016 by and between BARNSTABLE COUNTY, a body politic of the Commonwealth of Massachusetts, acting by and through its County Commissioners, with a mailing address at 3195 Main Street, P.O. Box 427, Barnstable, Massachusetts 02630 (the "Lender") and CHR GPR LLC, a Massachusetts limited liability company, having an address at 36 Conwell Street, PO Box 1015, Provincetown, Massachusetts 02657 (the "Borrower").

SECTION 1. RECITALS

The Lender has agreed to loan TWO HUNDRED THOUSAND DOLLARS AND 00/100 (\$200,000.00) to the Borrower under the HOME Investment Partnerships Program (the "HOME Program") subject to the conditions and covenants set forth herein.

SECTION 2. AGREEMENT

The Lender and the Borrower, for good and valuable consideration and in consideration of the covenants and agreements herein contained, hereby make this Agreement regarding acquisition/construction loan financing for the Project, as hereinafter defined, and the Lender agrees to make the Loan to the Borrower upon and subject to all the conditions, terms, covenants and agreements herein set forth.

SECTION 3. DEFINITIONS

Each reference in this Agreement to the following terms shall be deemed to have the following meanings:

Affordable Housing Restriction:

That certain Affordable Housing Restriction of even date herewith granted by the Borrower to the Lender and others in connection with the Loan governing the affordability of the Project, executed as of the date hereof and recorded with the Barnstable County Registry of Deeds and/or the Barnstable County Registry District of the Land Court, as applicable.

Eligible Project Costs:

The categories of costs set forth in the Borrower's funding application dated April 23, 2015, as amended from time to time by mutual agreement of the Borrower and the Lender, a copy of which is attached hereto as Exhibit E.

Equal Priority Financing: Collectively, the following loans to the Borrower: \$100,000 from the Affordable Housing Trust Fund, \$200,000 from Housing Stabilization Fund, \$228,000 from the Wellfleet Affordable Housing Trust and \$144,112 from the Town of Wellfleet through its Community Preservation Funds.

HUD: The United States Department of Housing and Urban Development.

Loan The loan of \$200,000.00 to the Borrower by the Lender pursuant to this Agreement, to be used by Borrower for costs of the Project as set forth in the Project Budget.

Loan Documents: (i) the Note; (ii) the Mortgage; (iii) this Agreement; (iv) the Affordable Housing Restriction; and (v) all other documents evidencing and/or securing the indebtedness evidenced by the Note.

Mortgage: That certain Mortgage and Security Agreement of even date herewith from the Borrower to the Lender granting the Lender a mortgage on the Mortgaged Property, recorded with the Barnstable County Registry of Deeds and/or the Barnstable County Registry District of the Land Court, as applicable.

Mortgaged Property: The land, together with all the buildings and improvements thereon, together with the Collateral (as defined in the Mortgage), situated at 250 Gull Pond Road, Wellfleet, Massachusetts, more fully described on Exhibit A attached hereto.

Note: That certain Promissory Note of even date herewith made by the Borrower in the amount of Two Hundred Thousand Dollars (\$200,000.00), payable to the order of the Lender.

Permitted Encumbrances: Any encumbrances enumerated on Schedule B-1 or Schedule B-2 of the mortgagee title insurance policy issued to the lender providing the Senior Financing, as well as all of the documents to be recorded in connection with the Senior Financing and the Equal Priority Financing.

Plans and Specifications: The Plans and Specifications describing the construction of the Project, more fully described on Exhibit B attached hereto. Any revision of the Plans and Specifications hereafter approved in writing by Lender, which approval shall not be unreasonably withheld, shall be deemed to be included in Exhibit B upon approval without further action by either party. Notwithstanding the foregoing, Lender's approval shall not be required for changes to the Plans and Specifications anticipated to increase the cost of the Project by less than \$25,000 ("Minor Changes") until such time as Minor Changes have been made that in the aggregate are anticipated to increase the cost of the Project by at least \$100,000.

Project: The construction of six (6) affordable rental housing units located at the Mortgaged Property, four (4) of which shall be considered HOME assisted units for the purpose of this loan.

Project Budget: The budget for the Project describing in detail the work items included in the Project and the cost of each work item, a copy of which is attached hereto as Exhibit C. Any revision of the Project Budget hereafter approved in writing by Lender, which approval shall not be unreasonably withheld, shall be deemed to be included in Exhibit C upon approval without further action by either party. Notwithstanding the foregoing, reallocations of line items that do not exceed the lesser of \$25,000 or 20% of the line item being reduced shall be permitted without the Lender's prior approval.

Project Schedule: The schedule for the construction of the Project set forth in Exhibit D attached hereto. Any revision of the Project Schedule hereafter approved in writing by Lender, which approval shall not be unreasonably withheld, shall be deemed to be included in Exhibit D upon approval without further action by either party.

Regulations: The regulations relating to the HOME Program promulgated by HUD at 24 CFR Part 92 as the same may be amended from time to time.

Senior Financing: Life Insurance Community Investment Initiative, LLC construction loan to the Borrower of approximately \$550,000 and a Massachusetts Housing Partnership Fund Board permanent loan to the Borrower of approximately \$640,000.

SECTION 4. CONDITIONS PRECEDENT

4.1 The obligation of the Lender to make the Loan is subject to the following conditions precedent:

- (A) The Borrower shall have and maintain good and marketable title to the Mortgaged Property, and the Borrower shall maintain full possession thereof free and clear of all liens and encumbrances except for the Permitted Encumbrances.
- (B) The Borrower shall duly execute or cause to be duly executed by the parties thereto, and have the originals or copies, at Lender's option, of the following documents delivered to the Lender:
 - (a) The Note;
 - (b) The Mortgage;
 - (c) The Affordable Housing Restriction;
 - (d) This Agreement;
 - (e) The following documents as may be required and approved by the Lender: written opinions of the Borrower's counsel, or evidence satisfactory to Lender in lieu of opinions of counsel, as to (1) the existence and authority of the Borrower and due execution and enforceability of the documents to be executed by the Borrower in connection with the Loan, and (2) the compliance of the Project with applicable building, zoning, subdivision, licensing, rent control, historic preservation, environmental, planning land use, HOME Regulations, and sanitation laws and regulations; and
 - (f) Such other documentation and/or due diligence information as may be required by Lender, including, without limitation, a UCC Financing Statement granting to the Lender a security interest in and to all improvements, fixtures and equipment now or hereafter located on or used in connection with the Mortgaged Property and all rents, issues, benefits

and profits arising from the foregoing and all fixtures, machinery, equipment, furniture, furnishings, goods, chattel and other articles of personal property now or at any time hereafter attached to or used in any way in connection with the Mortgaged Property or intended for such use, whether or not so attached, and whether not owned or hereafter acquired; all cash and non-cash proceeds from the foregoing; and all general intangibles, contract rights and profits and all books of account and records pertaining to, or arising out of the operation of the Mortgaged Property (collectively, the "Personal Property").

4.2 The obligation of the Lender to advance the proceeds under the Loan for construction of the Project is subject to the following conditions precedent:

- (A) Inspection of the Mortgaged Property by a representative of the Lender and approval by the Lender of the Plans and Specification for the Project;
- (B) Approval by the Lender of the Project Budget, which budget shall contain detailed breakdowns of the cost of the work by tasks and trades, and the Project Schedule;
- (C) Approval by Lender of the Contractor for the Project (the "Contractor") selected by the Borrower. The Borrower must provide a detailed explanation if the proposed Contractor is other than the low bidder.
- (D) Execution of a construction contract between the Borrower and the Contractor, satisfactory to the Lender;
- (E) Execution of a contract between the Borrower and the architect for the Project (the "Architect"), reasonably satisfactory to the Lender;
- (F) Approval of the Plans and Specifications for the Project by all local, state, and federal authorities having jurisdiction over the work;
- (G) Issuance of a building permit with respect to the Project; and
- (H) The certification by the Borrower to the Lender that all representations and warranties contained herein continue to be true in all material respects, and there is no Event of Default under this Agreement, the Note, the Mortgage, or any loan document executed in connection with the Senior Financing or the Equal Priority Financing.

As of the date of this Agreement, Lender has approved items (A) through (E) above. Without at any time waiving any of the Lender's rights hereunder, the Lender shall have the right to make advances hereunder without the satisfaction of each and every condition precedent set forth in this Agreement, including, without limitation, in this Section 4.2 and Section 4.3 below, to the Lender's obligation to make any such advance, and the Borrower agrees to accept such

advance as the Lender may elect to make. The making of any advance hereunder shall not constitute an approval or acceptance by the Lender of any work on the Project theretofore completed.

4.3 Advances of the first One Hundred Eighty Thousand (\$180,000) of the proceeds of the Loan are to be made by the Lender in installments under the following conditions:

(A) At least ten (10) business days before the date on which an advance is requested to be made, the Borrower shall give notice to the Lender specifying the total advance which will be desired. Such notice shall consist of a detailed request describing the completed items of work and shall be accompanied by copies of bills, invoices or other satisfactory documentation of expenses incurred or owing for costs included in the Project Budget in an amount equal to the amount of the requested advance, including, without limitation, receipted bills paid by the Borrower covered by the prior advances. The request shall also be accompanied by lien releases or lien bonds in recordable form executed by the Contractor and all subcontractors waiving any and all lien rights which any of them may have with respect to all work performed or materials supplied to date in connection with the Mortgaged Property other than that reflected in the current requests for payment. Upon approval of a requested advance and satisfaction of all conditions set forth below, the Lender shall make the requested advance in the form of a check payable to the Borrower, which check shall be forwarded by the Lender to the Borrower.

(B) Requisitions for construction costs must be submitted on an AIA G702 and/or AIA G703 form; and the Lender may require either an authorization from the Borrower's primary construction lender to confirm these costs or, if the Lender determines it to be necessary, a certification by a construction inspector reasonably acceptable to Lender that the construction work is acceptable and consistent with the Project Budget and the approved Plans and Specifications. The Borrower shall be responsible for the reasonable costs incurred by Lender with respect to such construction inspector. Lender may require as a condition of any advance that Borrower submit satisfactory evidence that (i) all funds which have been previously advanced under the Project Budget to the Borrower have been expended in accordance with the Project Budget and (ii) the unadvanced portion of the Loan together with the unadvanced funds of all other funding sources shown in the Project Budget are sufficient to pay all costs for the completion of the Project in accordance with the approved Plans and Specifications.

(C) Prior to funding of an interim requisition, the Lender shall have the right to cause the Project to be inspected by a representative of the Lender to verify that the work items described in the request have been actually completed in accordance with the approved Plans and Specifications.

(D) Prior to the funding of the final requisition, the Lender may require either a final inspection by a construction professional satisfactory to the Borrower's primary construction lender confirming that the construction work was performed in a good and workmanlike manner and is consistent with the Project Budget and the approved Plans and Specifications, or the Lender may require such certification by a construction inspector reasonably acceptable to the Lender. The Borrower shall be responsible for the reasonable costs incurred by Lender with respect to such construction inspector. In either case, such final inspection shall include

verification that (i) the Mortgaged Property is in compliance with the Housing Quality Standards (24 CFR § 882.109), the HUD lead paint poisoning prevention regulations (24 CFR, Subtitle A, Part 35) and with all applicable building, zoning and sanitation ordinances, regulations and laws, (ii) all work has been completed in accordance with the approved Plans and Specifications, as they may be amended pursuant to Section 6.1 hereof, (iii) all necessary occupancy permits have been obtained, and (iv) all guarantees and warranties are in place.

(E) Loan proceeds shall be disbursed only for Eligible Project Costs.

(F) Requests for advances shall not be made by the Borrower until the funds are needed for payment of costs included in the Project Budget and the amount of each request shall be limited to the amount needed.

(G) If requested by Lender, issuance to the Lender of a mortgagee title insurance policy and/or an endorsement to the Lender's mortgagee title insurance policy at the time of each advance, satisfactory in form and substance to the Lender, re-dating the policy to the date that the then current advance will be made, and increasing the coverage afforded by such policy so that the same shall constitute insurance of the lien of the Mortgage in an amount equal to the aggregate amount advanced under this Agreement as of the date that the then current advance is made available to the Borrower.

(H) Any request for advance hereunder shall automatically constitute a representation by the Borrower that all representations and warranties contained therein are true in all material respects, and no Event of Default has occurred under this Agreement, the Note or the Mortgage, or any loan document executed in connection with the Senior Financing or the Equal Priority Financing.

4.4 Advances of the remaining Twenty Thousand Dollars (\$20,000) of the proceeds of the Loan are to be made by the Lender in installments under the following additional conditions:

(A) Ten Thousand Dollars (\$10,000) shall be disbursed upon the satisfaction of the conditions set forth in section 4.3 (D) above; and

(B) Ten Thousand Dollars (\$10,000) shall be disbursed upon the receipt by the Lender of a HOME program completion report.

SECTION 5. REPRESENTATIONS, WARRANTIES OF THE BORROWER

The Borrower represents and warrants to the Lender that:

5.1 The Borrower is a limited liability company, duly organized and validly existing in accordance with and in good standing under the laws of Massachusetts.

5.2 The Borrower has the requisite power and authority to own the Project and to carry on business as now being conducted and as contemplated under this Agreement;

5.3 The Borrower has the requisite power to execute and perform this Agreement and has the power to borrow and to execute, deliver and perform under all other Loan Documents;

5.4 The Borrower has good and clear record and marketable title to the Mortgaged Property, subject only to the Permitted Encumbrances and the mortgages granted in connection with the Senior Financing and the Equal Priority Financing;

5.5 The execution and performance by the Borrower of the terms and provisions of this Agreement and all other Loan Documents have been duly authorized by all requisite action required to be taken by the Borrower, will not violate any provision of law, any order of any court or other agency of government, or any indenture, agreement or other instrument to which the Borrower is a party or by which it is bound, and will not be in conflict with, result in a breach of or constitute (with due notice or lapse of time or both) a default under any such indenture, agreement or other instrument, or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the Borrower, other than the Mortgage and the Permitted Encumbrances;

5.6 The financial data, reports and other information furnished to Lender by the Borrower are accurate and complete and fairly present the financial position of the Borrower.

5.7 There has been no material adverse change in the condition, financial or otherwise, of the Borrower since the date of the most recent financial statement referred in Section 5.6;

5.8 There is no action, suit or proceeding at law or in equity or by or before any governmental instrumentality or other agency now pending or, to the knowledge of the Borrower, threatened against or affecting the Borrower which, if adversely determined, would have a material adverse effect on the business, operations, properties (including the Mortgaged Property), assets or condition, financial or otherwise of the Borrower;

5.9 The Borrower has obtained or will cause to be obtained all necessary governmental permits for the Project; and the dwellings on the Mortgaged Property after completion of the Project will comply with all applicable building, zoning, subdivision, land-use, health, historic preservation, licensing, rent control, planning, sanitation, architectural access, lead paint removal, HOME Program Regulations, and all applicable environmental protection ordinances, regulations or laws;

5.10 There are no defaults or sets of facts which, with the passage of time or otherwise, would constitute a default (i) under any agreements by and between the Borrower and the lenders providing the Senior Financing or the Equal Priority Financing, (ii) under this Agreement or any other Loan Documents, (iii) or under the organizational documents of the Borrower; and

5.11 The proceeds of the Senior Financing, the Equal Priority Financing, and any other sources of funds disclosed by the Borrower to the Lender provide sufficient funds to complete and operate the Project in accordance with the provisions and requirements of this Agreement.

5.12 No persons are being displaced by the construction of the Project.

Each of the foregoing representations, warranties and covenants shall survive the making of the Loan and any advance of funds pursuant thereto and the Borrower shall indemnify and hold harmless the Lender from and against loss, expense, or liability directly or indirectly resulting from the breach thereof, including, without limitation, costs of defending or settling any claim arising therefrom against the Lender.

SECTION 6. BORROWER'S COVENANTS

During the term of the Loan, the Borrower agrees that it shall comply with all of the terms and conditions of the Loan Documents and the Regulations and that it shall:

6.1 Commence and diligently and continuously continue construction of the Project in a timely manner and in accordance with the Project Schedule and the Project Budget, and substantially in accordance with the Plans and Specifications.

6.2 Construct the Project in compliance with all applicable laws, regulations, codes and ordinances, the effective energy conservation and effectiveness standards in 24 C.F.R. Part 39 (or successor regulations) and HUD's lead paint poisoning prevention regulations, 24 CFR, Subtitle A, Part 35, or any successor regulations. The Borrower shall notify the Lender when the Project is complete. Such notice shall contain certifications or documentation as necessary to establish the following:

- (i) certificates of occupancy have been issued for all units in the Project;
- (ii) a certificate has been executed by the architect for the Project stating that the Mortgaged Property complies with (a) all applicable laws, codes, ordinances and regulations and (b) the housing quality standards referred to in Section 6.2 below; and
- (iii) all funds advanced hereunder were expended for Eligible Project Costs.

6.3 Construct the Project in conformance with the housing quality standards set forth in the regulations of HUD at 24 C.F.R. §882.109, or any successor regulations.

6.4 Take all steps to operate the Project in accordance with the Regulations and the provisions of the Mortgage and the other Loan Documents.

6.5 Continuously comply with (i) all applicable building, fire, licensing, health, sanitation, historic preservation, environmental protection, rent control, land-use, subdivision and zoning ordinances and regulations promulgated by any national, state or local governmental body, agency or division having jurisdiction over the Mortgaged Property, (ii) the organizational documents of the Borrower, and (iii) all restrictions or other encumbrances affecting title to the Mortgaged Property. The Borrower agrees to comply with the applicable requirements of the

national and local boards of the fire underwriters and to furnish the Lender such evidence thereof as the Lender may reasonably require.

6.6 Keep proper and separate books of account and make, or cause to be made, full and true entries of all dealings and transactions of every kind relating to the Mortgaged Property, which books and records will be open to inspection by the Lender, its agents and representatives at all reasonable times and upon reasonable notice at the Mortgaged Property or at the Borrower's principal office within the Commonwealth of Massachusetts.

6.7 Furnish the Lender with such reports, financial statements, records and other information relating to the financial condition or operations of the Borrower and the construction and operation of the Project, as the Lender may reasonably require, including, but not limited to, (i) annual audited financial statements of the Borrower (to be delivered to the Lender within one hundred twenty (120) days of the end of Borrower's fiscal year), (ii) annual reports required under the terms of the Affordable Housing Restriction, and (iii) such other reports to show that the Project is being built and operated consistently with this Agreement, the organizational documents of the Borrower, the Regulations, and the other Loan Documents.

6.8 The Borrower, realizing that the Lender may from time to time be required to undertake auditing procedures in order to comply with the Regulations, agrees to cooperate fully with an audit survey of the Project if so requested.

6.9 Perform all its obligations and agreements under the loan documents executed in connection with the Senior Financing and the Equal Priority Financing, the organizational documents of the Borrower, and any other agreements or instruments to which the Borrower is a party and which relate to the Loan or to the Project. The Borrower shall give notice to the Lender of any notices received by it from any lender providing the Senior Financing or the Equal Priority Financing relative to any default or delinquency under the Senior Financing or the Equal Priority Financing. The Borrower shall not increase the amount of, amend, terminate, renew, extend or refinance the Senior Financing or the Equal Priority Financing, without the prior written consent of the Lender, which consent shall not be unreasonably withheld.

6.10 Indemnify, exonerate and hold harmless the Lender from any and all liability, loss, cost, damage or expense in connection with the Loan or the Loan Documents, including reasonable attorney's fees, which the Lender may or shall incur after an Event of Default has occurred hereunder, except to the extent of Lender's gross negligence or willful misconduct.

6.11 Promptly before they expire, renew all licenses or other permits required for operation of the Project, and provide copies of the same within ten (10) days of receipt to the Lender.

6.12 From and after completion of the Project, provide and operate four (4) rental housing units on the Mortgaged Property to be used in accordance with the affordability restrictions set forth in the Affordable Housing Restriction.

6.13 Carry out each activity provided for in this Agreement and in the other Loan Documents in compliance with all applicable federal laws and regulations described in 24 CFR § 92.350 (equal opportunity and fair housing), §92.351 (affirmative marketing), §92.353 (displacement, relocation, and acquisition), §92.357 (debarment and suspension) and §92.358 (flood insurance).

6.14 Use Loan proceeds solely for Eligible Project Costs included and ensure that the proceeds of the Loan will not be reloaned or assigned to any party and will not be used for any purpose prohibited by the Loan Documents or the Regulations.

6.15 Upon request and subject to zoning or other land use regulation, permit a sign to be erected on the Mortgaged Property at a location selected by the Lender indicating that the Mortgaged Property are being financed in part by HOME funds.

6.16 Not amend or modify the Borrower's organizational documents pertaining to the amount or timing of funding of capital contributions without the Lender's prior written consent, which consent shall not be unreasonably withheld.

6.17 Until completion of the Project, cause to be maintained in full force and effect a policy or policies of builder's risk completed value insurance with fire, earthquake and extended coverage, public liability insurance and worker's compensation insurance, all in such form and in such amounts as the Lender shall from time to time require.

6.18 Comply with the 2006 Federal Funding Accountability and Transparency Act (FFATA), Borrower agrees to provide any and all data necessary to the Lender for the Lender to report this information to the FFATA Subaward Reporting System (FSRS). FSRS will collect data from Federal prime awardees on sub-awards they award. This information will be contained in a single searchable website compiling all federal spending awards, located at www.usaspending.gov.

6.19 Obtain a valid Data Universal Numbering System (DUNS) number and report it to the Lender. A DUNS number can be obtained at www.dnb.com. As part of the 2006 Federal Funding Accountability and Transparency Act (FFATA), borrowers receiving \$25,000 or more in federal funding on or after October 1, 2010 are required to register with the System for Award Management (SAM) which can be done at www.sam.gov. SAM registrations expire after one year and must be renewed annually. Additionally, Borrower must obtain a federal identification number (FID) and provide it to the Lender.

6.20 Comply with the HOME Conflict of Interest Provisions in 24 CFR 92.356, including the requirement that “[n]o owner, developer or sponsor of a project assisted with HOME funds (or officer, employee, agent, elected or appointed official or consultant of the owner, developer or sponsor or immediate family member of an officer, employee, agent, elected or appointed official or consultant of the owner, developer, or sponsor) whether private, for-profit or non-profit (including a community housing development organization (CHDO) when acting as an owner, developer or sponsor) may occupy a HOME-assisted affordable housing unit in a project.”

SECTION 7. EVENTS OF DEFAULT

The Borrower shall be deemed to be in default under this Agreement upon the occurrence of any one or more of the following events (each, an "Event of Default"):

7.1 The Borrower assigns this Agreement or any money advanced hereunder or any interest herein or if any interest of the Borrower in the Mortgaged Property is terminated, sold, conveyed, or otherwise transferred, without the prior written consent of the Lender (excluding the replacement of equipment by the Borrower).

7.2 Any representation or warranty made herein or in any report, certificate, financial statement or other instrument furnished in connection with this Agreement or the Loan shall prove to be false in any material respect as of the date given.

7.3 The Borrower fails to pay the principal of, or fees or interest on, the Note or any other indebtedness of the Borrower under the Loan Documents after the same shall become due and payable and such failure continues beyond the date which is ten (10) days after written demand is made therefor by the Lender.

7.4 The Borrower defaults in the due observance or performance of any other covenant, condition or agreement to be observed or performed by the Borrower pursuant to the terms of any of the Loan Documents and such default remains uncured thirty (30) days after written notice thereof is given by the Lender to the Borrower; provided, however, that if the curing of such default cannot reasonably be accomplished with due diligence within said period of thirty (30) days, then the Borrower shall have such additional reasonable period of time to cure such default as may be necessary, not to exceed an additional ninety (90) days, so long as: (i) the Borrower shall have commenced to cure such default within said thirty (30) day period and diligently prosecutes such cure thereafter to completion and (ii) the Lender does not reasonably deem the Mortgaged Property jeopardized by such further delay.

7.5 The Borrower shall (i) apply for or consent to the appointment of a receiver, trustee or liquidator of the Mortgaged Property, (ii) admit in writing its inability to pay its debts as they mature, (iii) make a general assignment for the benefit of creditors, or (iv) be adjudicated a bankrupt or insolvent (however such insolvency may be evidenced).

7.6 Any proceeding involving the Borrower is commenced by or against the Borrower under any bankruptcy or reorganization arrangement, probate, insolvency, readjustment of debt, dissolution or liquidation law of the United States, or any state, but if such proceedings are instituted no Event of Default shall be deemed to have occurred hereunder unless the Borrower either approves, consents to, or acquiesces in such proceedings, or such proceedings are not dismissed within sixty (60) days.

7.7 An order, judgment or decree is entered, without the application, approval or consent of the Borrower, by any court of competent jurisdiction approving a petition seeking reorganization or approving the appointment of a receiver, trustee or liquidator of the Borrower

or all or a substantial part of its assets, and such order, judgment or decree shall continue unstayed and in effect for a period of sixty (60) days.

7.8 Any change in the legal form of, or the beneficial interest in the Borrower or either of its participants, or the termination or dissolution of the Borrower, except as may be provided for in the constituent documents of the Borrower.

7.9 Any judgment, warrant, writ of attachment, or any similar process (in an amount exceeding \$50,000, or, if more than one action, when added together all such actions exceed \$50,000) is issued or filed against the Borrower or against property or assets of the same, and is not vacated, bonded or stayed or satisfied within sixty (60) days.

7.10 Failure on the part of the Borrower, continuing beyond any applicable grace and/or cure period, in the due observance or performance of any other covenant, condition or agreement to be observed or performed pursuant to the loan documents executed in connection with the Senior Financing, the Equal Priority Financing, or any other mortgage note or any documents or instruments now or hereafter existing entered into by the Borrower and secured by the Mortgaged Property.

Notwithstanding anything to the contrary contained herein, the Borrower's limited partner and special limited partner shall have the same right as Borrower to cure any default prior to its becoming an Event of Default hereunder or under any of the other Loan Documents, provided that such cure right shall be coterminous with Borrower's cure right.

Further, the removal and replacement of the general partner of Borrower by the Borrower's special limited partner or limited partner pursuant to the Borrower's partnership agreement, and transfers of the limited partner interest in the Borrower or the membership interest in the limited partner of Borrower, shall be permitted without the consent of the Lender and shall not constitute an Event of Default under this Agreement or the Loan Documents.

SECTION 8. RIGHTS ON DEFAULT

Upon the occurrence of any one or more of the Events of Default enumerated in the foregoing Section 7, and at any time thereafter, then:

8.1 The Lender may declare all indebtedness due under the Note and any and all other indebtedness of the Borrower to the Lender due under the other Loan Documents or otherwise to be due and payable forthwith, whether or not the indebtedness evidenced by the Note or the other Loan Documents shall be otherwise due and payable and whether or not the Lender shall have initiated any foreclosure or other action for the enforcement pursuant to the provisions of the Loan Documents, whereupon all indebtedness due under the Note and the other Loan Documents and any other such indebtedness shall become forthwith due and payable, both as to principal and interest, without presentment, demand, protest or notice of any kind, all of which are hereby expressly waived by the Borrower.

8.2 For the purposes of carrying out the provisions and exercising the rights, powers and privileges granted by this Section 8, the Borrower hereby irrevocably constitutes and appoints the Lender its true and lawful attorney-in-fact with full power of substitution, to execute, acknowledge and deliver any instruments and to perform any acts which are referred to in this Section 8, in the name and on behalf of the Borrower. The power vested in said attorney-in-fact is, and shall be deemed to be, coupled with an interest and irrevocable.

8.3 Upon the occurrence of any of said Events of Default, the rights, powers and privileges provided in this Section 8 and all other remedies available to the Lender under this Agreement or under any of the other Loan Documents or at law or in equity, may be exercised by the Lender, including but not limited to the commencement of foreclosure proceedings under the Mortgage, the right to cure Borrower's defaults as more fully set forth in the Mortgage or the commencement of an action seeking specific performance under any Loan Documents, whether or not the indebtedness evidenced and secured by the Loan Documents or otherwise shall be due and payable, and whether or not the Lender shall have instituted any foreclosure proceedings or other action for the enforcement of its rights under any of the Loan Documents. Failure of the Lender to exercise any rights or remedies at any time shall not constitute a waiver of any of the rights or remedies of the Lender.

SECTION 9. MISCELLANEOUS

9.1 The Borrower shall not assign or attempt to assign directly or indirectly, any of its rights under this Agreement or under any instrument referred to herein without the prior written consent of the Lender in each instance. Any assignee or purported assignee shall be bound by all the terms of the assigned documents.

9.2 Any notice, request, instruction or other document to be given hereunder to either party by the other shall be in writing and delivered personally or sent by certified or registered mail, postage prepaid, to the addresses set forth in below. Either party may change the address(es) to which notices are to be sent to such party by giving written notice of such change of address to the other party in the manner herein provided for giving notice. Any such notice, request, instruction or other document shall be conclusively deemed to have been received and be effective on the day on which personally delivered or, if sent by certified or registered mail, on the day on which mailed.

If to Borrower:

CHR GPR LLC
By: Edward Malone, its Managing Member
36 Conwell Street
PO Box 1015
Provincetown, Massachusetts 02657

With copies to:

Hackett Feinberg P.C.
155 Federal St., 9th floor
Boston, MA 02110
Attention: Kimberly L. Martin-Epstein, Esq.

If to Lender:

Barnstable County
3195 Main Street
P.O. Box 427
Barnstable, Massachusetts 02630
Attention: HOME Program Manager

9.3 The Loan Documents shall be construed in accordance with and governed by the laws of the Commonwealth of Massachusetts.

9.4 No modification or waiver of any provision of the Loan Documents, nor consent to any departure by the Borrower therefrom shall in any event be effective unless the same shall be in writing, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. No failure or delay on the part of the Lender in exercising any right, power or privilege hereunder or under the Note or the Loan Documents shall operate as a waiver thereof, nor shall a single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

9.5 This Agreement and all covenants, agreements, representations and warranties made herein shall survive the making by the Lender of the Loan and the execution and delivery to the Lender of the Loan Documents, and the completion of the Project, and shall continue in full force and effect so long as the Note is outstanding and unpaid. This Agreement shall inure to the benefit of and be binding on the successors and assigns of the Lender and the permitted successors and assigns of the Borrower.

9.6 All Exhibits referred to in this Agreement are by such references fully incorporated herein.

9.7 The Lender agrees that the Borrower's partners, officers, directors and employees shall not be personally liable for any amounts due hereunder or under the Loan Documents or for any deficiency which may arise upon foreclosure of the Mortgage or the liquidation of other collateral given to secure the Note; provided that this provision shall not diminish in any way the powers of the Lender to foreclose the Mortgage and to exercise its other rights under the Loan Documents and at law in the event of a default; and provided further that Borrower shall be personally liable to the Lender to the same extent as it would have been liable absent the foregoing for fraud or willful misrepresentation or for the retention of any rental or other sums with respect to the Premises described in the Mortgage received at any time after the earlier of (i) the acceleration of this Note or (ii) a failure or default by the Borrower under any of the Loan Documents which is not cured before the lapse of any applicable notice or cure period; provided

that notice of any such acceleration or default shall have been provided to Borrower in accordance with Section 9.2 of this Agreement.

IN WITNESS WHEREOF, the Lender and the Borrower have each duly executed, or caused to be duly executed, this Agreement under seal in duplicate, in the name and behalf of each of them (acting by their respective officers or appropriate legal representatives, as the case may be, thereunto duly authorized) as of the day and year first above written.

BORROWER:

CHR GPR LLC
By: Edward Malone, its Managing Member

Edward Malone, Managing Member

Signed in the presence of:

Witness
Name:

In the presence of:

Lender: BARNSTABLE COUNTY

Witness

Name:

By: _____

Name:

Title:

By: _____

Name:

Title:

By: _____

Name:

Title:

Exhibit A

PROPERTY DESCRIPTION

(Property Address: 250 Gull Pond Road, Wellfleet, Massachusetts)

Exhibit B
Plans and Specifications

250 Gull Pond Road, Wellfleet, MA.

List of Project Plans

By Spring Hill Design, 21 Dartmouth Street, Somerville MA.02143 for
83 Shank Painter Road Renovations, Provincetown, MA. dated 5.9.2016

Bldg. A/B

Garage/Entry/First Floor Plan: A1 (includes window & door schedule)
Second Floor/Roof Plan: A2
Front /North Elevation Plan: A3 (includes kitchen elevations and rafter/eave details)
Rear/South Elevation Plan: A4
A & B Stair Section: A5
Garage/Entry/First Floor Electrical Plan: E1
Second Floor Electrical Plan: E2
Detail Sheet: DS
Structural Details: S1

Bldg. C/D

Garage/Entry/First Floor Plan: A1 (includes window & door schedule)
Second Floor/Roof Plan: A2
Front /North Elevation Plan: A3 (includes kitchen elevations and rafter/eave details)
Rear/South Elevation Plan: A4
Garage/Entry/First Floor Electrical Plan: E1
Second Floor Electrical Plan: E2
Detail Sheet: DS
Structural Details: S2

Bldg. E/F

Garage/Entry Plan: A1 (includes window & door schedule)
First Floor Plan: A2 (includes kitchen elevations)
Second Floor/Roof Plan: A3
East Elevation Plan: A4
Front Elevation Plan: A5
Rear/West Elevation Plan: A6
E & F Stair Section Plan: A7
Garage/Entry/First Floor Electrical Plan: E1
Second Floor Electrical Plan: E2
Detail Sheet: DS
Structural Details: S3

By East Cape Engineering, 44 Route 28, Orleans, MA.
Septic and Site Plan Revised dated 3.17.15

By Community Housing Resource, Inc.
Construction Specifications rev date 10.25.2016

Exhibit C

Project Budget

Exhibit D

Project Schedule

Construction start:

50% Completion:

100% Completion:

Sustained Occupancy:

Permanent Loan Closing:

Exhibit E

Eligible Project Costs

All expenses listed on the attached budget that were incurred after March 16, 2016 are eligible project costs with the exception of the following:

Debt Service Reserves

Operating Reserves

Working Capital

Costs associated with non-residential portions, if any, of the Project

AGREEMENT
BETWEEN

Barnstable County through
Cape Cod Water Protection Collaborative
3225 Main Street
Barnstable, MA 02630

and

Center for Coastal Studies
Herbert Marine Laboratory
5 Holway Avenue
Provincetown, MA 02657

THIS AGREEMENT, made this _____ day of _____, 2016 by and between the Provincetown Center for Coastal Studies (hereafter referred to as Grantee), and Barnstable County, acting by and through the Cape Cod Water Protection Collaborative (hereafter referred to as the Collaborative) but without any personal liability.

WITNESSETH THAT:

WHEREAS, Barnstable County, through the Collaborative, seeks to enhance the water and wastewater management efforts of towns, and

WHEREAS, the Collaborative wishes to contribute accurate, unbiased science that can be used to guide decision-makers in cleaning up coastal waters, and

WHEREAS, the Collaborative requires technical expertise to manage a water quality monitoring program, and

WHEREAS, the Grantee has specific expertise in this area,

NOW THEREFORE, the Collaborative and the Grantee do mutually agree as follows:

1. Employment of Grantee. The Collaborative hereby engages the Grantee to perform the services hereinafter set forth in the Scope of Services. Grantee shall not be considered an employee of Barnstable County. Grantee hereby agrees to hold Collaborative harmless from any claims regarding worker's compensation benefits, unemployment compensation benefits, retirement benefits, or any other benefit normally attributable to the status of "employee" and Grantee specifically agrees to pay for all damages incurred by the Collaborative, including costs, benefits, and reasonable attorney fees in the event the Grantee files such claim.
2. Scope of Services. Under the direction of the Collaborative's Project Manager, Andrew Gottlieb, the Grantee shall perform the scope of services as set forth in Attachment A.
3. Time of Performance. Work in connection with the Agreement shall begin upon execution of this Agreement and continue until June 30, 2019 unless an extension in time is agreed to in writing by both the Collaborative and the Grantee.
4. Payment. The Collaborative shall compensate the Grantee for services provided under Section 2, Scope of Services in accordance with the rates and amounts set forth in Attachment B, up to a maximum of \$250,000 per year, contingent upon annual funding appropriation. Travel and other expenses shall be within the total Agreement limiting fee. The Grantee may submit invoices on a monthly basis and upon acceptance, payment will be made within thirty (30) days. If an invoice is not

accepted by the Collaborative within fifteen (15) days, it shall be returned to the Grantee with a written explanation for the rejection. At the end of each Collaborative fiscal year Grantee must submit any outstanding invoices for services performed or delivered during the fiscal year (July 1-June 30) to the Collaborative no later than July 31st.

5. Termination or Suspension of Agreement for Cause. If through any sufficient cause, the Grantee or the Collaborative shall fail to fulfill or perform its duties and obligations under this Agreement, or if either party shall violate or breach any of the provisions of this Agreement, either party shall thereupon have the right to terminate or suspend this Agreement, by giving written notice to the other party of such termination or suspension and specifying the effective date thereof. Such notice shall be given at least fifteen (15) calendar days before such effective date.

6. Termination for Convenience of Collaborative. The Collaborative shall have the right to discontinue the work of the Grantee and cancel this Agreement by written notice to the Grantee of such termination and specifying the effective date of such termination. In the event of such termination or suspension of this Agreement, the Grantee shall be entitled to just and equitable compensation for satisfactory work completed, for services performed and for reimbursable expenses necessarily incurred in the performance of this Agreement up to and including the date of termination or suspension.

7. Changes. The Collaborative may, from time to time, require changes in the Scope of Grantee Services to be performed hereunder. Such changes, including any increase or decrease in the amount of the Grantee's compensation, which are mutually agreed upon by the Collaborative and the Grantee, shall be incorporated in written amendments to this Agreement.

8. Non-Discrimination in Employment and Affirmative Action. The Grantee shall take affirmative action to ensure that qualified applicants and employees are treated without regard to age, race, color, religion, sex, marital status, sexual orientation, national origin, disability, or Vietnam Era Veteran status. The Grantee agrees to comply with all applicable Federal and State statutes, rules and regulations prohibiting discrimination in employment including but not limited to: Title VII of the Civil Rights Act of 1964, as amended; Massachusetts General Laws Chapter 151B§(1); the Americans with Disabilities Act of 1990; and all relevant administrative orders and executive orders including Executive Order 246.

9. Subcontracting. None of the services to be provided by the Grantee pursuant to this Agreement other than those previously identified shall be subcontracted or delegated in whole or in part to any other organization, association, individual, corporation, partnership or other such entity without the prior written approval of the Collaborative. No subcontract or delegation shall relieve or discharge the Grantee from any obligation or liability under this Agreement except as specifically set forth in the instrument of approval. If this Agreement is funded in whole or in part with federal funds, Grantee further agrees to comply with the provisions of the Office of Management and Budget Circular A-110, as amended, with respect to taking affirmative steps to utilize the services of small and minority firms, women's business enterprises and labor surplus area firms. All subcontracts shall be in writing and shall contain provisions which are functionally identical to, and consistent with, the provisions of this Agreement. The Collaborative shall have the right to obtain a copy of the subcontract upon request.

10. Interest of Members of Collaborative and Others. No officer, member or employee of the Collaborative and no member of its governing body of the locality or localities in which the Project is situated or being carried out who exercises any functions or responsibility in the review or approval of the undertaking or carrying out of the Project, shall participate in any decision relating to this Agreement which affects his personal interest or the interest of any corporation, partnership, or association in which he is directly or indirectly interested or has any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

11. Interest of Grantee. The Grantee covenants that it presently has no interest and shall not acquire any interest directly or indirectly which would conflict in any manner or degree with the performance of its services hereunder.

12. Assignability. The Grantee shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the Collaborative thereto; provided, however that claims for money due or to become due the Grantee from the Collaborative under this Agreement may be assigned to a bank,

trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Collaborative.

13. Recordkeeping, Audit, and Inspection of Records. The Grantee shall maintain books, records, and other compilations of data pertaining to the requirements of the Agreement to the extent and in such detail as shall properly substantiate claims for payment under the Agreement. All such records shall be kept for a period of seven (7) years or for such longer period as is specified herein. All retention periods start on the first day after final payment under this Agreement. If any litigation, claim, negotiation, audit or other action involving the records is commenced prior to the expiration of the applicable retention period, all records shall be retained until completion of the action and resolution of all issues resulting therefrom, or until the end of the applicable retention period, whichever is later. If this Agreement is funded in whole or in part with state or federal funds, the state or federal grantor agency, the Collaborative or any of its duly authorized representatives or designees, shall have the right at reasonable times and upon reasonable notice, to examine and copy, at reasonable expense, the books, records and other compilations of data of the Grantee which pertain to the provisions and requirements of this Agreement. Such access shall include on-site audits, review and copying of records.

14. Findings Confidential. Any reports, information, data, etc., given to or prepared or assembled by the Grantee under this Agreement which the Collaborative requests to be kept as confidential shall not be made available to any individual or organization by the Grantee without the prior written approval of the Collaborative.

15. Publication, Reproduction and Use of Material. All data and analyses prepared or assembled by the Grantee under this Agreement will be owned by the Collaborative. No material produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country. The Collaborative shall have the unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement.

16. Political Activity Prohibited. None of the services to be provided by the Grantee shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.

17. Anti-Boycott Warranty. During the term of this Agreement, neither the Grantee nor any "affiliated company" as hereafter defined, shall participate in or cooperate with an international boycott, as defined in Section 999 (b) (3) and (4) of the Internal Revenue Code of 1954, as amended by the Tax Reform Act of 1986, or engage in conduct declared to be unlawful by Sections 2 and 3 of Chapter 151E, Massachusetts General Laws. As used herein, an "affiliated company" shall be any business entity of which at least 51% of the ownership interested is directly or indirectly owned by the Grantee or by a person or persons or business entity or entities that directly or indirectly own at least 51% of the ownership interests of the Grantee.

18. Choice of Law. This Agreement shall be construed under and governed by the laws of the Commonwealth of Massachusetts. The Grantee and the agents thereof, agree to bring any federal or state legal proceedings arising under this Agreement, in which the Collaborative is a party, in a court of competent jurisdiction within the Commonwealth of Massachusetts. This paragraph shall not be construed to limit any rights a party may have to intervene in any action, wherever pending, in which the other is a party.

19. Force Majeure. Neither party shall be liable to the other nor be deemed to be in breach of this Agreement for failure or delay in rendering performance arising out of causes factually beyond its control and without its fault or negligence. Such causes may include, but are not limited to: acts of God or the public enemy, wars, fires, floods, epidemics, strikes, or unusually severe weather. Dates or times of performance shall be extended to the extent of delays excused by this section, provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay.

20. Compliance with Laws. The Grantee shall promptly comply with all applicable laws, rules, regulations, ordinances, orders and requirements of the Commonwealth and any state or federal governmental authority relating to the delivery of the services described in this Agreement subject to section 18 above. Unless otherwise provided by law, the Grantee shall promptly pay all fines, penalties and damages that may arise out of or are imposed because of the Grantee's failure to comply with the provisions of this section and, shall indemnify the Collaborative against any liability incurred as a result of a violation of this

section. If the Grantee receives federal funds pursuant to this Contact, Grantee understands and agrees to comply with all federal requirements including but not limited to audit requirements outlined in the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200 Subpart A-F.).

21. Headings, Interpretation and Severability. The headings used herein are for reference and convenience only and shall not be a factor in the interpretation of the Agreement. If any provision of this Agreement is declared or found to be illegal, unenforceable, or void, then both parties shall be relieved of all obligations under that provision. The remainder of the Agreement shall be enforced to the fullest extent permitted by law.

IN WITNESS WHEREOF, the Collaborative and Grantee have executed this Agreement this ____ day of _____ in the year two thousand and sixteen.

BARNSTABLE COUNTY COMMISSIONERS:

FOR THE GRANTEE:

Mary Pat Flynn, Chair

Richard Delaney, President and CEO

Sheila Lyons, Vice-Chair

Date

11/22/16

Leo Cakounes, Commissioner

Date

FOR THE COLLABORATIVE:

Andrew Gottlieb, Executive Director

Date

11/22/16

SCOPE OF SERVICES

Center for Coastal Studies

Coastal Water Quality Monitoring Program for Cape Cod Bay, Buzzards Bay and Nantucket Sound

The Center for Coastal Studies (CCS) will expand the water quality monitoring program in Nantucket Sound that we are currently doing under contract with Barnstable County to include Cape Cod Bay. We will partner with the Buzzards Bay Coalition (BBC) as a subcontractor to execute a similar effort in western Buzzards Bay.

This coastal water quality monitoring program will document and evaluate nitrogen related water quality in the coastal waters of Cape Cod and its major harbors, coves and embayments and will provide valuable baseline data on nutrients (nitrogen, phosphorous), water temperature, salinity, dissolved oxygen concentrations, chlorophyll and turbidity.

This work has been on-going for over a decade in Cape Cod Bay and over two decades in Buzzards Bay. One of the key strengths of these long-term datasets is that they provide information on the long-term water quality trends in the bays, and thereby help local and state managers make informed science-based decisions about the restoration and protection of the Cape's coastal waters. These monitoring programs' efforts also help raise awareness and educate the public on the impacts from human activities on watershed and bay marine resources, and may also help provide information on the relative success of various management actions taken to protect the Bays and Sound.

This information will be instrumental to future wastewater planning initiatives, and, even more importantly, it will give state agencies, Cape Cod regional authorities and towns the ability to identify and address problems before conditions worsen.

Project goals:

- To contribute accurate, unbiased science that can be used to guide decision-makers in cleaning up coastal waters.
- To network with Cape and Islands organizations with similar interests in water quality to promote data sharing and education and outreach
- To increase public awareness of the importance of preserving water quality and the actions they can take to help eliminate pollution

Task 1: Water Quality Sample Collection: Water quality data and samples for analyses of water quality parameters will be collected from stations located throughout Cape Cod Bay, Buzzards Bay and Nantucket Sound and the embayments, creeks, and ponds along the shoreline of Cape Cod (Figure 1) from stations that have historically been sampled by CCS and BBC as well as sentinel stations established by the Massachusetts Estuaries Project (MEP).

CCS will continue to partner with organizations that have been involved in water quality monitoring work in these water bodies (e.g. Three Bays Preservation, Harwich Water Quality Task Force, Waquoit Bay National Estuarine Research Reserve) and provide field and laboratory support where needed.

Details on sampling schedule and parameters for each monitoring station are given in Appendix 1.

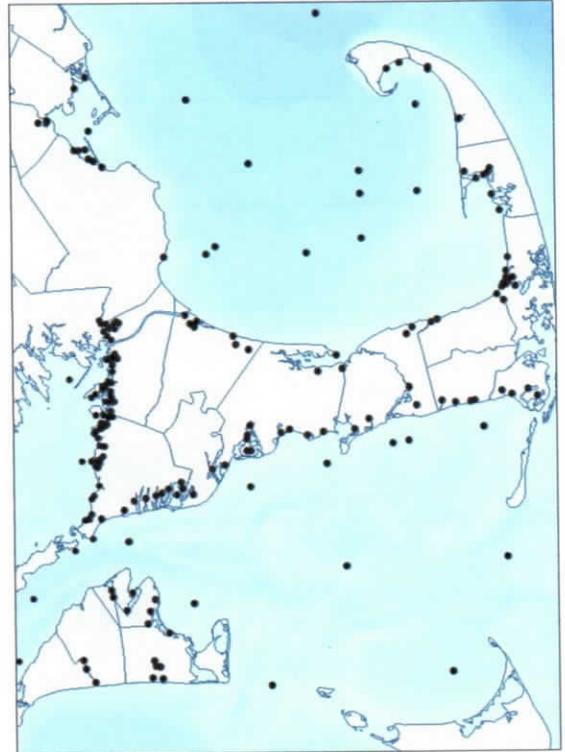


Figure 1. Location of water quality monitoring stations

Task 2: Water Quality Sample Analyses: The methods for analysis of water quality parameters are discussed in detail in the CCS Laboratory Quality Assurance (QA) Plan, which has been approved by DEP, CZM, and EPA. The BBC will work in close partnership with the Ecosystems Center at the Marine Biological Laboratory (MBL) for sample analyses. Methods of analysis used by CCS and MBL are similar, ensuring that the laboratory results for all samples will be comparable.

Task 3: Project Management, Data Synthesis and Reporting:

Reporting of water quality data that has gone through a quality assurance/quality control protocol will be submitted to the County point of contact in spreadsheet format for use and review. A Water Quality Technical Memorandum will be submitted along with the data. The Tech Memo will include data synthesis, summary graphics and comparisons to existing TMDLs previously established by the Massachusetts Estuaries Project for the sentinel stations included in this monitoring effort. The Tech Memo will be submitted by January 31 following the previous field sampling season. All data collected and analyzed by CCS will also be made available on line in both graphic and tabular format via the website www.capecodbay-monitor.org.

Data Sets will be annotated and aggregated as follows:

- A notes page with the following documentation:
 - GPS coordinates for all sampling stations;
 - Definitions for all terms; and
 - Conversion of micro-Moles (μM) to milligrams per liter (mg/L) for nitrogen species (nitrate+nitrite, ammonium, total nitrogen), phosphorus species (ortho-phosphate and total phosphorus) and particulate organic carbon (POC)¹.

¹ POC will be measured contingent on additional state funding

- Confirmation that these are the standard conversion factors currently being used for the overall water quality monitoring programs:
 - $\mu\text{M N (}10^{-6}\text{ M/L)} \times 0.0140067 = \text{mg N/L}$
 - $\mu\text{M C} \times 0.012011 = \text{mg C/L}$
 - $\mu\text{M PO}_4 \times 0.03097376 = \text{mg P/L}$
- Summarize the source data in each column, including:
 - If the value is a direct measurement;
 - Where measurement is made (field/lab);
 - Field sampling equipment and technique (particularly for DO), laboratory used for analysis, laboratory method and instrumentation used, and the instrument's limit of detection;
 - Filter size and standard method used for particulates;
 - If the value is calculated, what calculations are performed; and
 - If applicable, comments as to why SOPs were not utilized and details concerning alternative methodology used.
- Aggregation of data into existing data sets provided under a previous contract with the County

Background – Program Partners

Center for Coastal Studies

The Center for Coastal Studies (CCS) was founded in 1976 as an independent nonprofit, membership-supported institution. Its mission is to conduct scientific research on marine animals and coastal and marine habitats of the western North Atlantic; to promote marine conservation through directed research, public policy and management strategies; to conduct educational activities to promote public stewardship; and to create collaborations wherever possible to advance this work.

Buzzards Bay Coalition

The Buzzards Bay Coalition, founded in 1987, is a membership-supported nonprofit organization dedicated to the restoration, protection, and sustainable use and enjoyment of our irreplaceable Bay and its watershed. The Coalition works to improve the health of the Bay ecosystem for all through education, conservation, research and advocacy.

Qualifications to Conduct a Coastal Water Quality Monitoring Program

Center for Coastal Studies: CCS is conducting the longest-running and only bay-wide monitoring in Cape Cod Bay, and the only comprehensive water quality monitoring in Nantucket Sound. The Cape Cod Bay Monitoring Program began in 2000 to document a baseline of physical, chemical and biological oceanographic data through which the ecology of Cape Cod Bay could be assessed. A key element of this monitoring was tracking of diagnostic indicators of “sewage nitrogen” in response to public concerns over the relocation of the Massachusetts Water Resources Authority (MWRA) municipal wastewater discharge outfall tunnel and its potential to impact the waters of Cape Cod Bay. Following standard EPA guidelines, CCS’s study complemented and expanded upon the MWRA’s monitoring program by adding a significant number of monitoring sites within Cape Cod Bay from 2000-2002. Between 2003 and 2005 the Center maintained a limited monitoring program, and in 2006 expanded both the number of variables to be assessed and the number of stations throughout the Bay. Findings of this long-term monitoring program have indicated an overall decline in environmental conditions at about one third of the stations monitored, primarily in the inshore regions of the Bay. Significantly, this decline is occurring in the waters that are in the highest demand for human activities such as swimming, boating, fishing, and shellfishing.

In 2010 CCS initiated its Nantucket Sound Water Quality Monitoring Program, sampling at nine stations throughout the Sound. CCS currently collects samples at over 100 stations throughout Cape Cod Bay and Nantucket Sound, which are analyzed for key indicators of environmental health (i.e. nitrogen, phosphorus, chlorophyll, turbidity, temperature, salinity, dissolved oxygen) by scientists at the CCS state-certified laboratory, under its state-certified QAPP. The information collected through this monitoring program is expanding our understanding of how human activities and management actions affect our surrounding water bodies.

The CCS was the first institution to document the presence of contaminants of emerging concern (CECs) in the coastal waters of Cape Cod. This work began in 2010, when CCS conducted preliminary testing for three CECs in five estuaries on Cape Cod. The results of this preliminary work led to a larger scale project in 2012, funded by the Massachusetts Bays Program, that focused on the estuaries and embayments that drain into Cape Cod Bay. CCS’s work in Cape Cod Bay demonstrated the impact of

humans on our coastal waters and suggested a link between land use, water quality and concentrations of CECs. In 2013, with funds from the Massachusetts Environmental Trust FY013 and FY014 grants, this work expanded into Nantucket Sound and the coastal ponds and embayments that drain into the Sound.

Buzzards Bay Coalition: Nitrogen inputs were identified in the 1991 Buzzards Bay Comprehensive Conservation and Management Plan (CCMP) as one of the greatest threats to the health of the Bay's more than 30 shallow, often poorly flushed, coastal embayments. In 1992, the Buzzards Bay Citizens Water Quality Monitoring Program "Baywatchers" was established as a joint effort between The Buzzards Bay Coalition (BBC) (formerly the Coalition for Buzzards Bay), the Buzzards Bay Project National Estuary Program, and scientists from the Woods Hole Oceanographic Institution (WHOI). The program was established to document and evaluate nitrogen related water quality and long-term ecological trends in Buzzards Bay. In 2012, the Baywatchers program expanded to include monitoring of Vineyard Sound waters.

The Baywatchers monitoring program relies on volunteer citizen scientists. Involving citizen volunteers at the ground level was the most cost-effective way to achieve the ambitious goal of monitoring all of the Bay's major. This program has had the dual benefit of collecting comprehensive water quality data, while educating and empowering people to get involved, be better stewards and make a difference in the management and restoration of the Bay's resources.

In addition to measurements made by volunteers, Baywatchers has partnered with research institutions to do targeted more in-depth analysis of nutrient parameters and to provide additional support for data analysis. Initially, the program partnered with WHOI scientists and the partnership continued when, in 1997, the scientists moved to the School of Marine Science and Technology at UMass-Dartmouth (SMAST). Beginning in 2009, Baywatchers has been run in partnership with the Ecosystems Center at the Marine Biological Laboratory (Ecosystems Center MBL) in Woods Hole, MA.

Monitoring data collected by the Baywatchers Monitoring Program for the past 22 years has revealed that most of the harbors and coves are showing some signs of nitrogen related water quality decline. Until the inception of this program, no other comprehensive database existed on nutrient concentrations and the extent of eutrophication (degraded quality) in the most sensitive areas of the Bay ecosystem.

Budget

The following budget is for \$250,000. Actual anticipated costs are \$290,000 and are expected to be covered when state funds have been appropriated. Therefore, this budget assumes a 10% reduction in all expenses and a reduced overhead cost. Costs associated with the sub-contract to the Buzzards Bay Coalition are also reduced by \$20,000.

Additional potential add-ons:

- If analysis for POC for all samples is also to be included (see footnote above) the line item for program supplies/services will increase by \$4,500.
- Costs of monitoring additional stations at the frequency described in the scope of work (May – October, every 2 weeks =10 times per sampling season) will cost approximately \$500 per station but will vary depending on location and accessibility (i.e. boat-based or shore-side sampling).

ATTACHMENT B
BUDGET

**Coastal Water Quality Monitoring Program for Cape Cod
Bay, Buzzards Bay and Nantucket Sound**

CATEGORY	FY17 Budget
Personnel	
Director of Monitoring Programs	\$33,133
Research Assistant	\$26,123
Director of Marine Policy	\$3,465
Taxes and Benefits (20%)	\$12,544
Total Personnel Expenses	\$75,265
Direct Program Costs	
Program Supplies & Services	\$19,110
Equipment Repair and Maintenance	\$8,663
Marine Ops (Vessel Use, Captain)	\$49,203
Travel/Mileage/Towing	\$1,733
Total Direct Program Costs	\$78,709
Indirect (49.376% of personnel + direct)	\$76,026
Sub-Contract: Buzzards Bay Coalition	\$20,000
TOTAL EXPENSES	\$250,000

MEMORANDUM OF AGREEMENT
BETWEEN

Barnstable County acting through the
Cape Cod Water Protection Collaborative
3225 Main Street
P. O. Box 226
Barnstable, MA 02630

and

Town Administrator on behalf of
Town of Eastham
2500 State Highway
Eastham, MA 02642

This Memorandum of Agreement (Agreement) is entered into this 16 day of Nov by and between Barnstable County, acting by and through the Cape Cod Collaborative (hereafter referred to as the "Collaborative") and the Town Administrator on behalf of the Town of Eastham (hereafter referred to as the "Town.")

WHEREAS, Barnstable County, through the Collaborative, seeks to enhance the water quality and wastewater management efforts of towns, and

WHEREAS, the Collaborative wishes to contribute accurate, unbiased science that can be used to guide decision-makers in cleaning up coastal waters, and

WHEREAS, the Town is interested in utilizing Collaborative funds for this purpose.

NOW THEREFORE, the Town enters into this Memorandum of Agreement with the Collaborative.

1. RESPONSIBILITIES OF THE TOWN

- a) The Town agrees to use these funds for expenses related to the Salt Pond Groundwater Analysis and PRB Investigation project per Attachment A. The Town also agrees to provide all data collected to the Collaborative for integration into the Cape Cod Water Quality Monitoring Data Base in a format compatible with the fields detailed in Attachment B. A blank database template may be downloaded at www.watershedmvp.org/waterqualitymonitoring.
- b) The Town shall maintain books, records, and other compilations of data pertaining to this work and/or services performed and the funds received and paid out under this Agreement to the extent and in such detail as shall properly substantiate claims for payment under the Agreement. All such records shall be kept for a period of six (6) years or for such longer period as is specified herein. All retention periods start on the first day after final payment under this Agreement. If any litigation, claim, negotiation, audit or other action involving the records is commenced prior to the expiration of the applicable retention period, all records shall be retained until completion of the action and resolution of all issues resulting therefrom, or until the end of the applicable retention period, whichever is later.
- c) The Town shall maintain financial records of the application and expenditure of the funds received hereunder in at least as much detail as may be contemporaneously required to comply with the financial reporting and record keeping requirements mandated by the Bureau of Accounts of the Department of Revenue, or any successor thereto, with respect to the Town's ordinary custody and expenditure of funds.

2. RESPONSIBILITIES OF THE COLLABORATIVE

The Collaborative agrees to provide the Town with \$48,800 for expenses incurred in connection with this Agreement. The Town will document expenditure of funds by providing to the Collaborative copies of vendor invoices and will submit written requests for payment of funds along with project status reports as work progresses.

3. DURATION

- a) This Memorandum of Agreement shall be effective until June 30, 2018 unless an extension in time is agreed to in writing by both parties.
- b) Either the Town or the Collaborative may terminate this Agreement by written notice to the other party, if the other party substantially fails to fulfill its obligations hereunder through no fault of the terminating party, or if the other party violates or breaches any of the provisions of this Agreement. Such notice shall be delivered by certified mail at least thirty (30) days before such effective date. In the event of such termination or suspension of this Agreement, the Collaborative shall be entitled to just and equitable compensation for satisfactory work completed, for services performed and for reimbursable expenses necessarily incurred in the performance of this Agreement up to and including the date of receipt of notice of termination or suspension.

4. AMENDMENT. This Agreement may be amended as mutually agreed by both parties in writing.

5. SIGNATORY AUTHORIZATION

The respective signatories hereto represent and warrant that they are duly authorized to execute this Agreement on behalf of the public entity on whose behalf they have signed this Agreement, and that all substantive and procedural preconditions to their effective execution of this Agreement on behalf of said public entities have been satisfied.

6. INTEGRATED INSTRUMENT. This Agreement shall take effect as an integrated instrument.

IN WITNESS WHEREOF, the TOWN and the COLLABORATIVE execute this Agreement this 16 day of November in the year two thousand and sixteen.

BARNSTABLE COUNTY COMMISSIONERS

Mary Pat Flynn, Chairman

Sheila Lyons, Vice-Chairman

Leo Cakounes, Commissioner

Date

TOWN OF EASTHAM

Sheila Vanderhoef

Sheila Vanderhoef, Town Administrator

16 Nov 2016
Date

FOR THE CAPE COD COLLABORATIVE

Andrew Gottlieb

Andrew Gottlieb, Executive Director

11/21/16

Date



TOWN OF EASTHAM

2500 State Highway, Eastham, MA 02642
All Departments 508-240-5900
www.eastham-ma.gov

October 19, 2016

SCOPE OF SERVICES: EASTHAM SALT POND GROUNDWATER ANALYSIS AND PRB INVESTIGATION, TOWN OF EASTHAM, MASSACHUSETTS CAPE COD WATER PROTECTION COLLABORATIVE FUNDING REQUEST

PROJECT BACKGROUND: The Town of Eastham is continuing with wastewater planning to address the need to protect public health and the environment. Planning identified health needs, to be addressed through the installation of the public water system currently underway and several environmental needs related to the health of their freshwater ponds and saltwater ponds and embayments. Most recently the Town is focusing on freshwater pond treatments in the initial effort to address part of the environmental need.

The Town of Eastham is planning to expand its efforts to address environmental threats to coastal waters and estuaries. The Town submitted Watershed Reports to the Cape Cod Commission as part of the Cape Cod Area Wide Water Quality Management Plan (208 Plan), and as part of this effort is interested in completing targeted evaluations, determining feasibility, and implementing solutions to abate the effects of nutrient overload on coastal resources.

The Massachusetts Estuaries Project (MEP) Report for Nauset Harbor indicates Salt Pond has an estimated 100 percent wastewater nitrogen removal requirement. As part of the Town's hybrid approach to wastewater management for Salt Pond, a groundwater permeable reactive barrier (PRB) is considered an option which requires additional investigation.

As part of a previous grant application that was submitted to the USEPA, but subsequently not funded; the Cape Cod National Seashore (CCNS) Salt Pond Visitor Center was identified as a proposed PRB location. This location is upgradient of Salt Pond and downgradient of the Town's landfill, and could provide a dual benefit. Recently, the Cape Cod Commission funded a limited PRB initial site characterization at the CCNS Salt Pond Visitor Center to support assessment of the site for pilot demonstration. As part of this effort, three groundwater monitoring wells were installed and sampled in order to assess nitrate concentrations and groundwater chemistry. In an

effort to continue and supplement this important initial work, the following project is being submitted for funding consideration.

PROJECT GOAL: The proposed next step of the project is to gather available Town groundwater data upgradient of Salt Pond and collect additional water quality samples from existing monitoring wells and the stormwater outfall that discharges to Salt Pond. The goal of this effort is to build upon the efforts of the most recent CCC project, develop a more complete picture of the problem by mining existing information, and then with that information in hand, develop a strategic monitoring well placement and monitoring plan to be implemented in the next project phase.

Work is proposed to be done by GHD Inc. and their subconsultant, MT Environmental Restoration. The proposed tasks include the following in more detail.

TASK 1: Compile available Town groundwater data upgradient of Salt Pond

This information gathering and data analyses would include:

- nitrate data from the residential drinking water well program
- nitrate and other pertinent data collected as part of the Town's municipal landfill sampling program
- making information available to the Cape Cod Commission

Once this information is mined from the available sources, the information would be put into a spreadsheet for use in technical analyses.

TASK 2: Existing well groundwater and Salt Pond outfall surface water sample collection and survey

- Chemical analysis of water samples which would include field water-quality characteristics (specific conductance, pH, dissolved oxygen), major cations and anions, nutrients (N species and phosphate), dissolved organic carbon, and selected minor elements (iron, manganese, boron) for the following existing monitoring wells:
 - Existing ESMW-1S, ESMW-1I, ESMW-1D, ESMW-2, ESMW-2S, ESMW-2I, ESMW-2D, ESMW-3S, ESMW-3I, ESMW-3D, ESMW-4I, ESMW-4D.
 - ESMW-11I, ESMW-11S, ESMW-12S located on the CCNS property and installed under a previous effort
 - Salt Pond MassDOT stormwater outfall
- Survey to identify exact location and elevation (ground surface and top of PVC casing) of the new monitoring wells (ESMW-11I, ESMW-11S, ESMW-12S) as a recommendation from the most recent CCC project.

TASK 3: Development of a technical memorandum with findings

Engineer will provide a Draft for review by the Town. The Final will then be revised by Engineer based on one set of compiled Town comments. The technical memorandum will be developed with tables and figures as applicable under the following general outline:

- Executive Summary
- Introduction
- Summary of Task 1
- Summary of Task 2
- Discussion and Next Steps
- Conclusions

TASK 4: Meetings and Presentation to the CCWPC

The task will include the following meetings and presentations:

- One (1) meeting with the Town and appropriate Barnstable County staff to kick-off the project and to go over the data available under Task 1.

- One (1) joint meeting with the Town to go over Town comments from the Draft Technical Memorandum.
- Monthly progress updates via email to the Town from the Engineer.
- One (1) project presentation at a regularly scheduled CCWPC meeting to provide information on the project and how the knowledge may benefit other Cape Cod communities.

PROJECT BUDGET: Total Project Budget not to exceed \$48,800.

PROJECT TIMELINE: Work is expected to be completed 8 months after notice to proceed by Town.

DELIVERABLES:

- One (1) Draft Technical Memorandum (pdf and hard copy) as identified in Task 3.

One (1) Final Technical Memorandum (pdf and hard copy) as identified in Task 3 Please distribute results to the appropriate departments.

Do not hesitate to contact me if I could provide any additional information.

Sincerely,

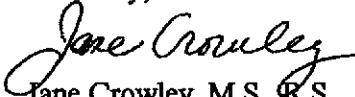
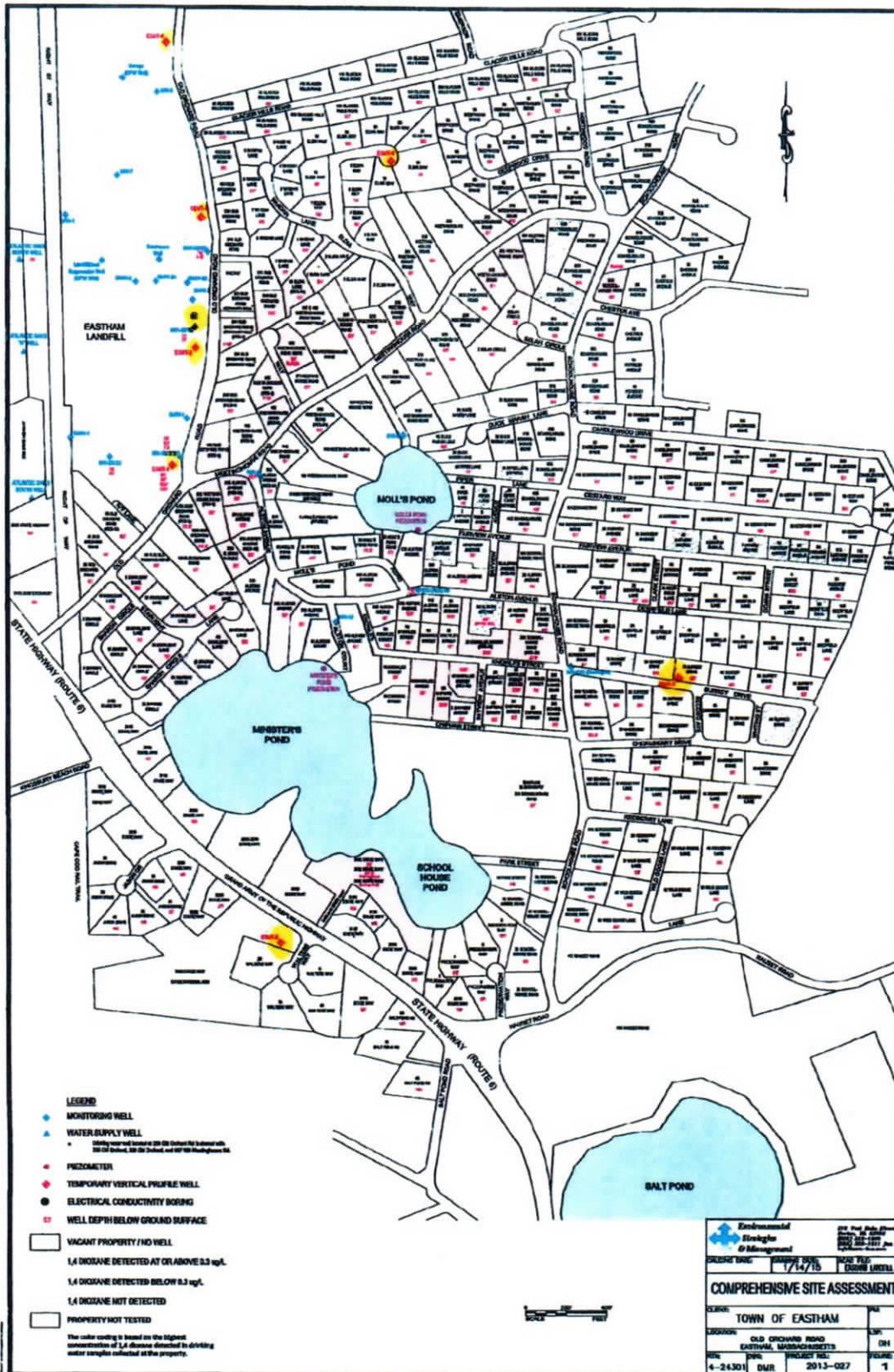
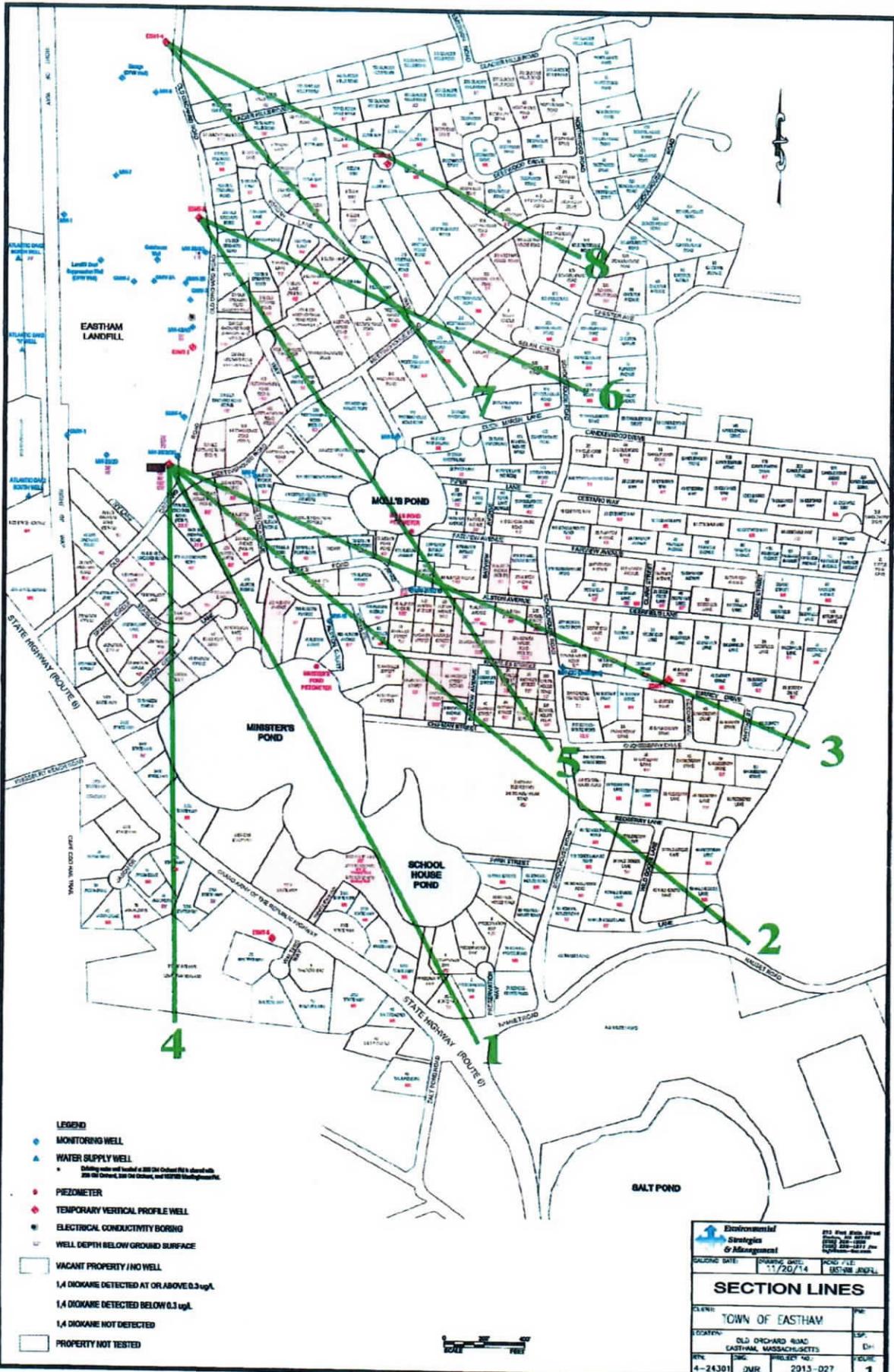

Jane Crowley, M.S., R.S.
Eastham Health Agent

Table 1
Proposed Budget for
Eastham Salt Pond Groundwater Analysis and PRB Investigation
Town of Eastham, Massachusetts
October 18, 2016

Task	Estimated Labor Hours						Total Hours	GHD Labor Cost	Expenses/Outside Tech Services	Total
	Project Director Marc Drainville, P.E., BCEE	Senior Project Manager J. Jefferson Gregg, P.E., BCEE	Project Manager/Engineer Jessica P. Janney	Project Engineer Craig T. Curdin	Drafting / GIS Specialist James J. O'Brien	Word Processing Laura Muir				
Task 1. Complete available Town groundwater data upgradient of Salt Pond	0	1	8	80	2	2	93	\$9,743	\$593	\$10,336
Task 2. Groundwater/Surface Water Sampling, Analysis and Existing Well Survey	0	2	2	0	2	1	7	\$939	\$20,022	\$20,961
Task 3. Development of Technical Memorandum with Findings	1	4	23	0	6	4	38	\$5,122	\$5,315	\$10,436
Task 4. Meetings and Presentation to CCWPC	2	8	16	8	1	2	37	\$4,810	\$2,157	\$7,067
TOTAL TASKS 1-4	3	15	49	88	11	9	175	\$20,714	\$23,067	\$43,781

Other Support Documents

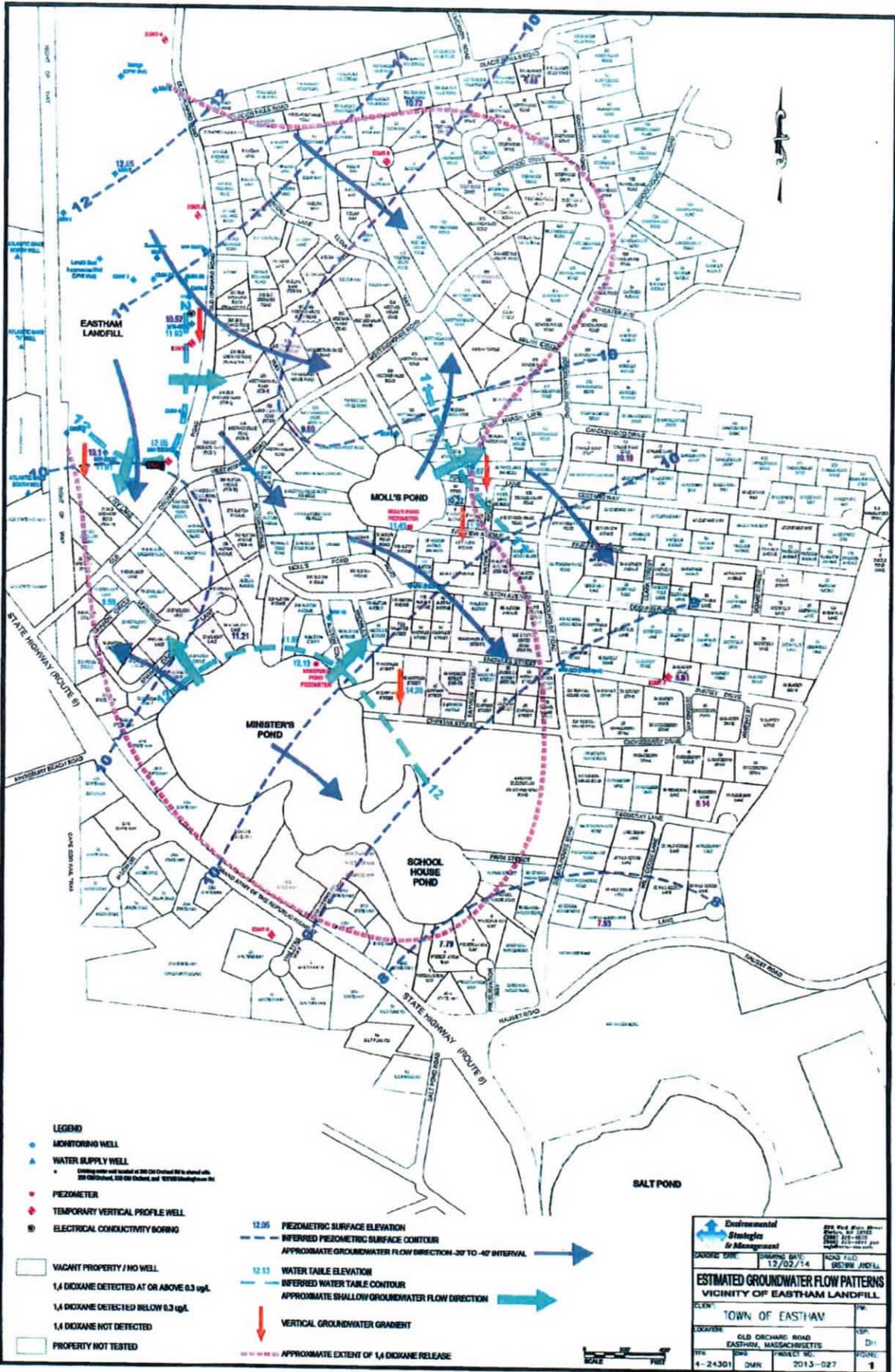




- LEGEND**
- MONITORING WELL
 - ▲ WATER SUPPLY WELL
 - PIZOMETER
 - TEMPORARY VERTICAL PROFILE WELL
 - ELECTRICAL CONDUCTIVITY BORING
 - WELL DEPTH BELOW GROUND SURFACE
 - VACANT PROPERTY / NO WELL
 - 1,4 DIOXANE DETECTED AT OR ABOVE 0.3 ug/L
 - 1,4 DIOXANE DETECTED BELOW 0.3 ug/L
 - 1,4 DIOXANE NOT DETECTED
 - PROPERTY NOT TESTED

		210 West Street Suite 200 Eastham, MA 01939 Phone: 508-837-1111 Fax: 508-837-1112
DRAWING DATE: 11/20/14	DRAWING SHEET: EASTHAM JND14	PROJECT NO.: 2013-027
SECTION LINES		
TOWN OF EASTHAM		
OLD ORCHARD ROAD EASTHAM, MASSACHUSETTS		
SHEET NO.: 4-24301	DATE: JUN	YEAR: 2013-027
		PAGE: 1





- LEGEND**
- MONITORING WELL
 - ▲ WATER SUPPLY WELL
 - PIEZOMETER
 - ◆ TEMPORARY VERTICAL PROFILE WELL
 - ⊗ ELECTRICAL CONDUCTIVITY BORING

- VACANT PROPERTY / NO WELL
- 1,4 DIOXANE DETECTED AT OR ABOVE 0.3 ug/L
- 1,4 DIOXANE DETECTED BELOW 0.3 ug/L
- 1,4 DIOXANE NOT DETECTED
- PROPERTY NOT TESTED

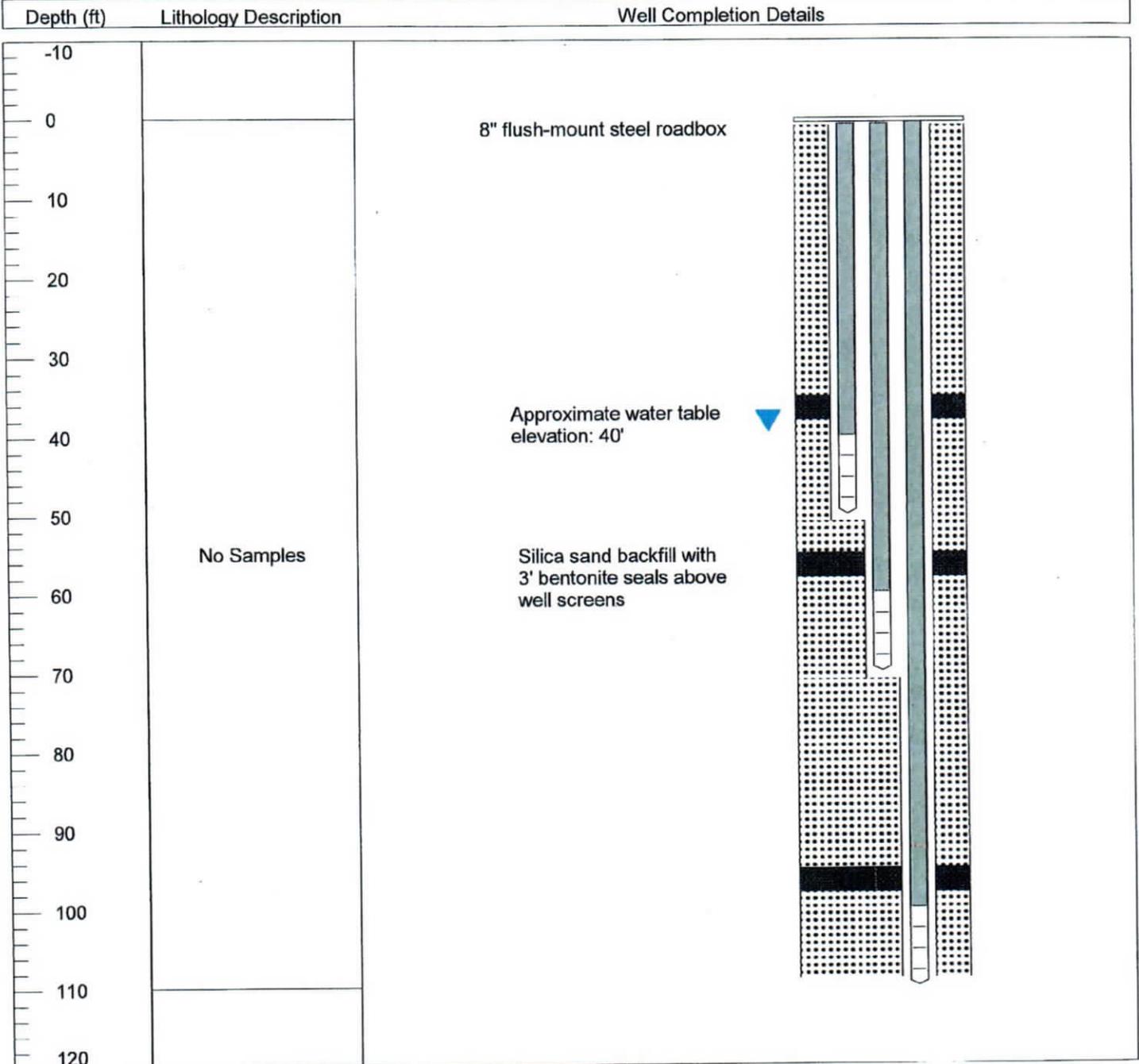
- 12.05 PIEZOMETRIC SURFACE ELEVATION
- INFERRED PIEZOMETRIC SURFACE CONTOUR
- APPROXIMATE GROUNDWATER FLOW DIRECTION -30 TO -40' INTERVAL
- 12.13 WATER TABLE ELEVATION
- INFERRED WATER TABLE CONTOUR
- APPROXIMATE SHALLOW GROUNDWATER FLOW DIRECTION
- ↓ VERTICAL GROUNDWATER GRADIENT
- APPROXIMATE EXTENT OF 1,4 DIOXANE RELEASE

Environmental <i>Strategies</i> & Management		225 West Street Boston, MA 02108 TEL: 617-552-1111 FAX: 617-552-1112
DRAFT DATE: 12/02/14	DRAFT BY: DSW/AND/LL	SCALE: AS SHOWN
ESTIMATED GROUNDWATER FLOW PATTERNS VICINITY OF EASTHAM LANDFILL		
CLIENT: TOWN OF EASTHAM	PROJECT NO.: 14-001	SHEET NO.: 1
LOCATION: OLD ORCHARD ROAD EASTHAM, MASSACHUSETTS	DATE: 12/02/14	DRAWN BY: DSW/AND/LL
TITLE: ESTIMATED GROUNDWATER FLOW PATTERNS VICINITY OF EASTHAM LANDFILL	SCALE: 1" = 100'	DATE: 12/02/14

Project: Eastham Landfill
 Project #: 2015-038
 Drill Date: November 3, 2015
 Geologist: E. Cucé



Well: ESMW-1s/i/d



Environmental Strategies & Management, Inc.
 273 West Main Street
 Norton, MA 02766
 508-226-1800

Borehole Depth: 110'
Drill Method: Casing Drive
Screen Intervals:
 -1s: 40-50'
 -1i: 60-70'
 -1d: 100-110'

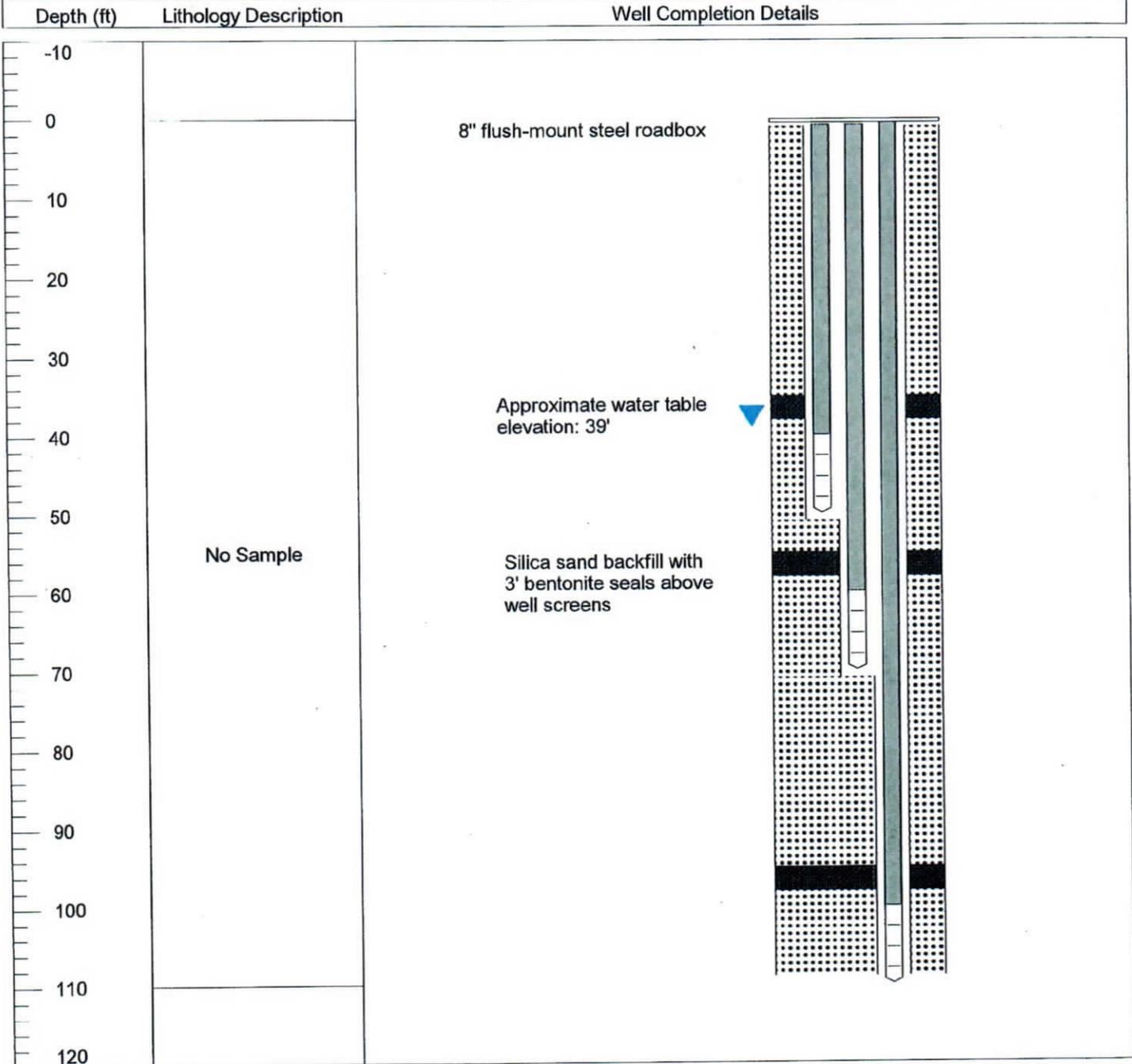
Driller: Technical Drilling Services, Inc.
Borehole Diameter: 4"
Well diameter: 3/4" PVC
Sample Type: none

Project: Eastham Landfill
 Project #: 2015-038
 Drill Date: November 4, 2015
 Geologist: E. Cucé



Environmental
 Strategies
 & Management

Well: ESMW-2s/i/d



Environmental Strategies & Management, Inc.
 273 West Main Street
 Norton, MA 02766
 508-226-1800

Borehole Depth: 110'
 Drill Method: Casing Drive
 Screen Intervals:
 -2s: 40-50'
 -2i: 60-70'
 -2d: 100-110'

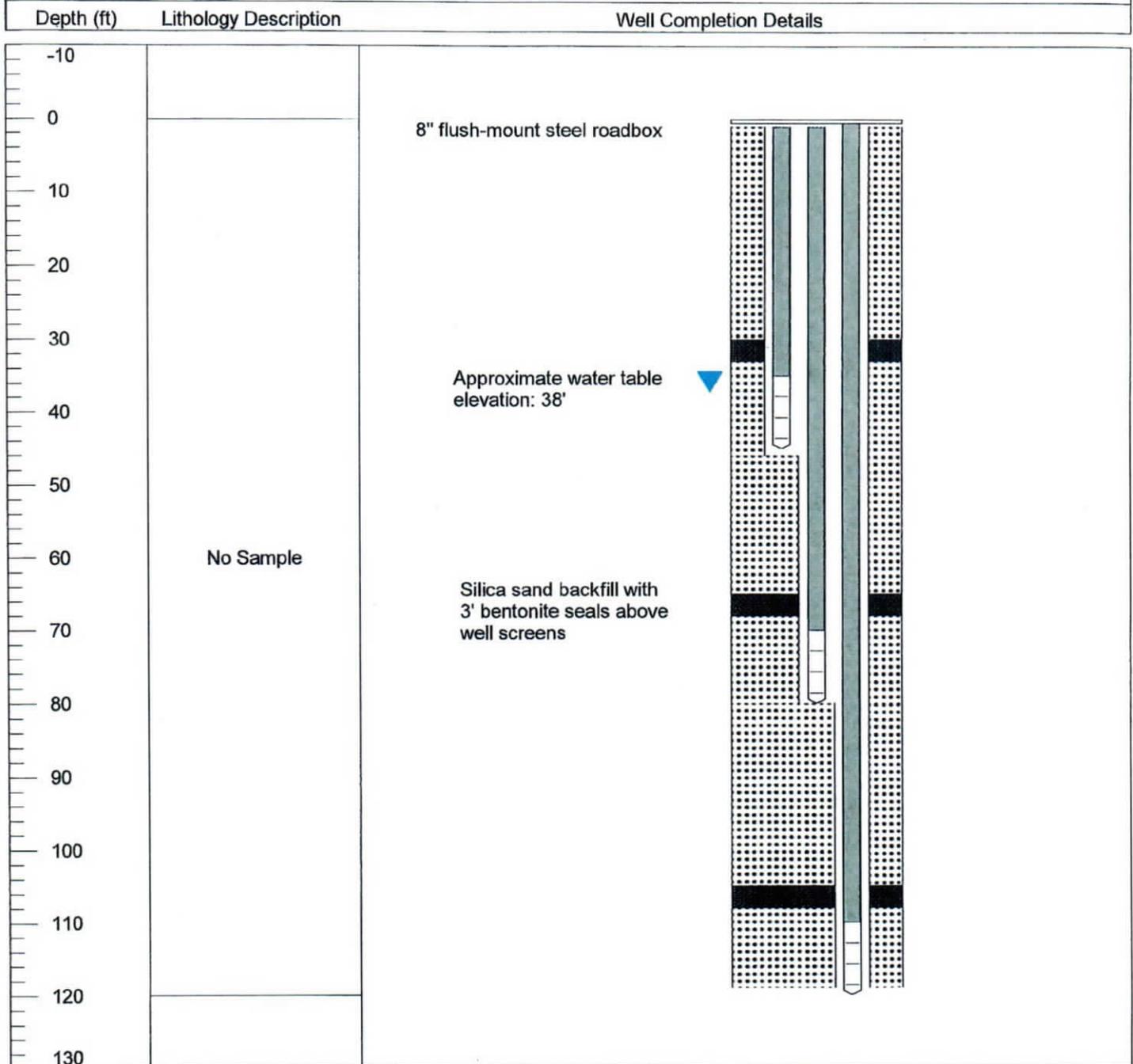
Driller: Technical Drilling Services, Inc.
 Borehole Diameter: 4"
 Well diameter: 3/4" PVC
 Sample Type: none

Project: Eastham Landfill
 Project #: 2015-038
 Drill Date: November 6, 2015
 Geologist: E. Cucé



Environmental
 Strategies
 & Management

Well: ESMW-3s/i/d



Borehole Depth: 120'
Drill Method: Casing Drive
Screen Intervals:
 -3s: 35-45'
 -3i: 70-80'
 -3d: 110-120'

Environmental Strategies & Management, Inc.
 273 West Main Street
 Norton, MA 02766
 508-226-1800

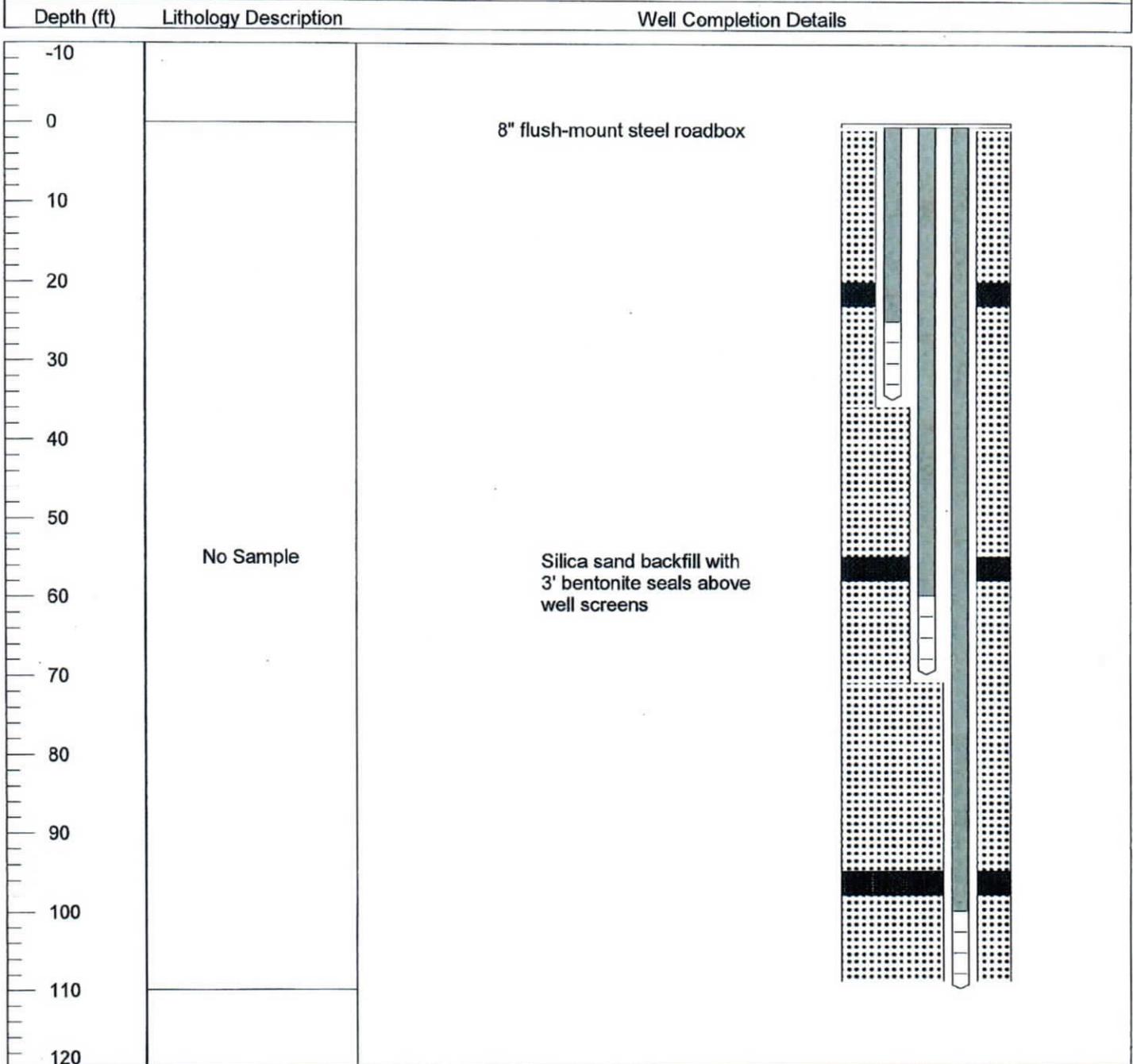
Driller: Technical Drilling Services, Inc.
Borehole Diameter: 4"
Well diameter: 3/4" PVC
Sample Type: none

Project: Eastham Landfill
 Project #: 2015-038
 Drill Date: November 9, 2015
 Geologist: E. Cucé



Environmental
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 & Management

Well: ESMW-4s/i/d



Environmental Strategies & Management, Inc.
 273 West Main Street
 Norton, MA 02766
 508-226-1800

Driller: Technical Drilling Services, Inc.
 Borehole Diameter: 4"
 Well Diameter: 3/4" PVC
 Sample Type: none

Borehole Depth: 110'
 Drill Method: Casing Drive
 Screen Intervals:
 -4s: 25-35'
 -4i: 60-70'
 -4d: 100-110'

TABLE 1
SUMMARY OF ANALYTICAL RESULTS
GROUNDWATER
1,4 DIOXANE AND DISSOLVED METALS
EASTHAM LANDFILL MONITORING WELLS

Sample ID	Date Sampled	1,4-DIOXANE (ug/L)	ARSENIC (ug/L)	BARIUM (ug/L)	CADMIUM (ug/L)	CHROMIUM (ug/L)	COPPER (ug/L)	IRON (ug/L)	LEAD (ug/L)	MANGANESE (ug/L)	MERCURY (ug/L)	SELENIUM (ug/L)	SILVER (ug/L)	ZINC (ug/L)
ESMWH-18	08/21/2016	1.39	2.0J	182	<4.0	<10	2.0J	20J	<10	576	<0.2	<10	<7.0	12J
ESMWH-11	08/21/2016	0.264	<4.0	56	<4.0	3.3J	2.0J	960	<10	60	<0.2	<10	<7.0	8.0J
ESMWH-10	08/21/2016	<0.144	<4.0	6.0J	<4.0	<10	<10	1100	3.0J	306	<0.2	3.0J	<7.0	<50
ESMWH-28	08/21/2016	<0.156	<4.0	34	<4.0	20	6.0J	4400	5.0J	56	<0.2	<10	<7.0	12J
ESMWH-21	08/21/2016	<0.147	18	204	1.0J	200	151	51000	66	434	<0.2	<10	<7.0	289
ESMWH-25	08/21/2016	0.172	<4.0	3.0J	<4.0	<10	<10	310	<10	38	<0.2	<10	<7.0	<60
ESMWH-35	08/21/2016	0.148	21	126	<4.0	186	48	59000	38	785	<0.2	<10	<7.0	176
ESMWH-31	08/21/2016	0.195J	15	71	<4.0	80	28	32000	21	1790	<0.2	<10	<7.0	95
ESMWH-30	08/21/2016	0.197J	38	381	1.0J	400	188	140000	140	1470	<0.2	<10	<7.0	527
ESMWH-41	08/21/2016	<0.147	<4.0	11	<4.0	<10	2.0J	90	<10	201	<0.2	<10	<7.0	<60
ESMWH-40	08/21/2016	<0.147	<4.0	15	<4.0	3.7J	4.0J	2900	3.0J	87	<0.2	<10	<7.0	9.0J

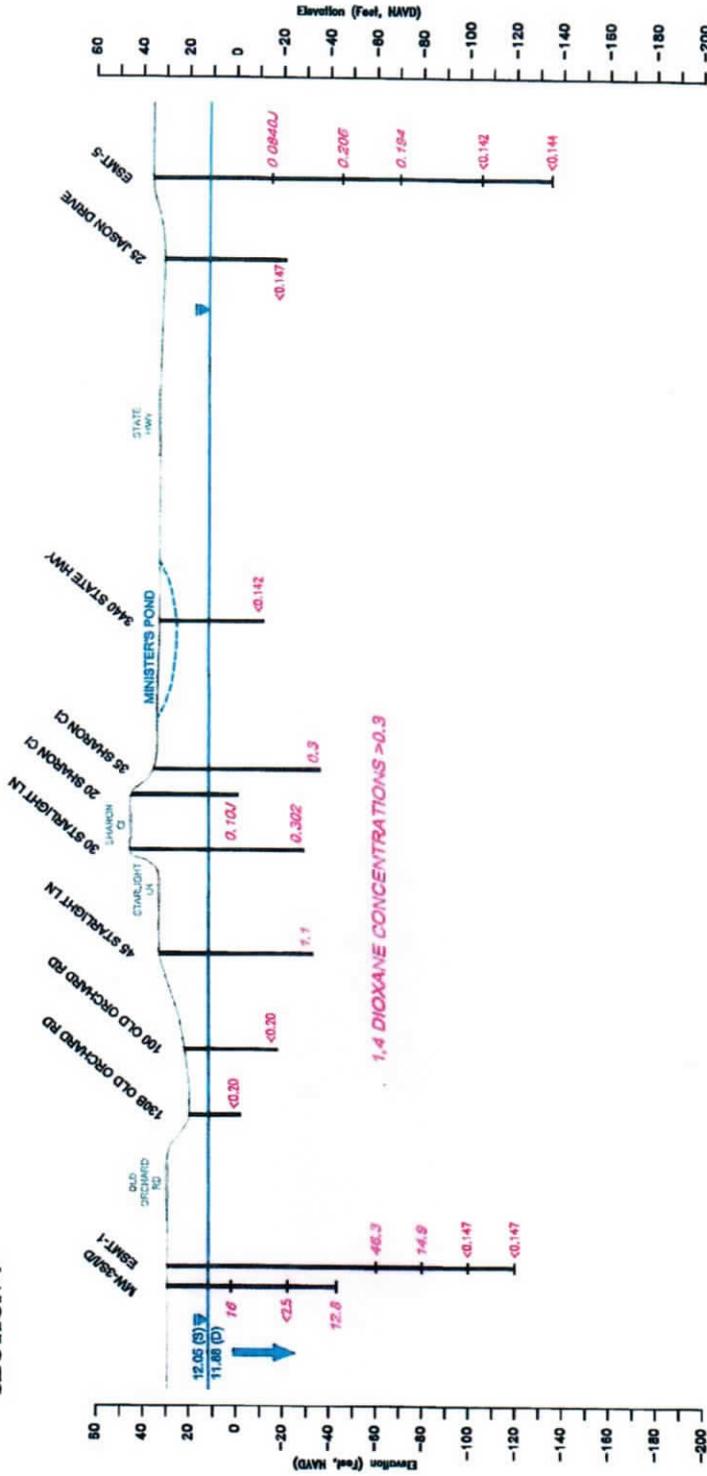


TABLE 1
SUMMARY OF ANALYTICAL RESULTS
GROUNDWATER
PRB SITE CHARACTERIZATION
EASTHAM LANDFILL MONITORING WELLS

Sample ID	Date Sampled	DISSOLVED ORGANIC CARBON (mg/L)	NITROGEN, AMMONIA (mg/L)	NITROGEN, NITRATE (mg/L)	NITROGEN, NITRATE/ NITRITE (mg/L)	NITROGEN, NITRATE/ NITRITE (mg/L)	NITROGEN, NITRATE/ NITRITE (mg/L)	NITROGEN, NITRATE/ NITRITE (mg/L)	OXIDATION/ REDUCTION POTENTIAL (mV)	PH	SULFATE (mg/L)	TOTAL NITROGEN (mg/L)
ESMW-1S	08/21/2016	2.0	2.6	32.9	35	0.029J	0.029J	0.907J	290	5.1	13	53
ESMW-1I	08/21/2016	0.81J	0.097	18.4	16	0.012J	0.012J	0.151J	260	5.4	6.4J	16
ESMW-1D	08/21/2016	0.55J	-0.075	1.71	1.7	0.029J	0.029J	0.478	190	5.7	6.3J	2.2
ESMW-2S	08/21/2016	3.4	0.478	-0.1	-0.1	-0.05	-0.05	1.24	120	5.7	1.8J	1.2
ESMW-2I	08/21/2016	7.5	1.64	0.030J	0.031J	0.013J	0.013J	3.71	68	5.7	2.2J	5.7
ESMW-2D	08/21/2016	0.38J	-0.075	-0.1	-0.1	-0.05	-0.05	0.34	190	5.0	14	0.34
ESMW-3S	08/21/2016	1.0	0.065J	1.96	1.6	-0.05	-0.05	2.94	200	5.5	15	4.5
ESMW-3I	08/21/2016	0.84J	0.492	-0.1	-0.1	-0.05	-0.05	3.95	190	5.5	6.5J	3.4
ESMW-3D	08/21/2016	0.89J	0.191J	1.28	1.2	-0.05	-0.05	7.8	200	5.5	10	9.0
ESMW-4I	08/21/2016	0.59J	-0.15	4.31	4.3	-0.05	-0.05	2.88	190	6.1	7.4J	7.0
ESMW-4D	08/21/2016	0.94J	0.196J	2.8	2.8	-0.05	-0.05	4.1	210	5.9	6.8J	6.9



SECTION 4



LEGEND

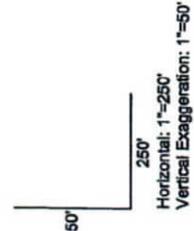
- APPROXIMATE WELL LOCATION AND DEPTH ON PROPERTY INDICATED
- 1.9 1,4 DIOXANE DETECTED IN ug/L
- <0.20 BELOW DETECTION LIMIT
- 11.97 WATER TABLE ELEVATION GAUGED 10/30/2014
- APPROXIMATE WATER TABLE
- ↑ VERTICAL GROUNDWATER GRADIENT

Environmental Strategies & Management
 278 West Main Street
 Eastham, MA 01920
 (508) 255-1800
 (508) 255-1811 Fax
 info@esma-ma.com

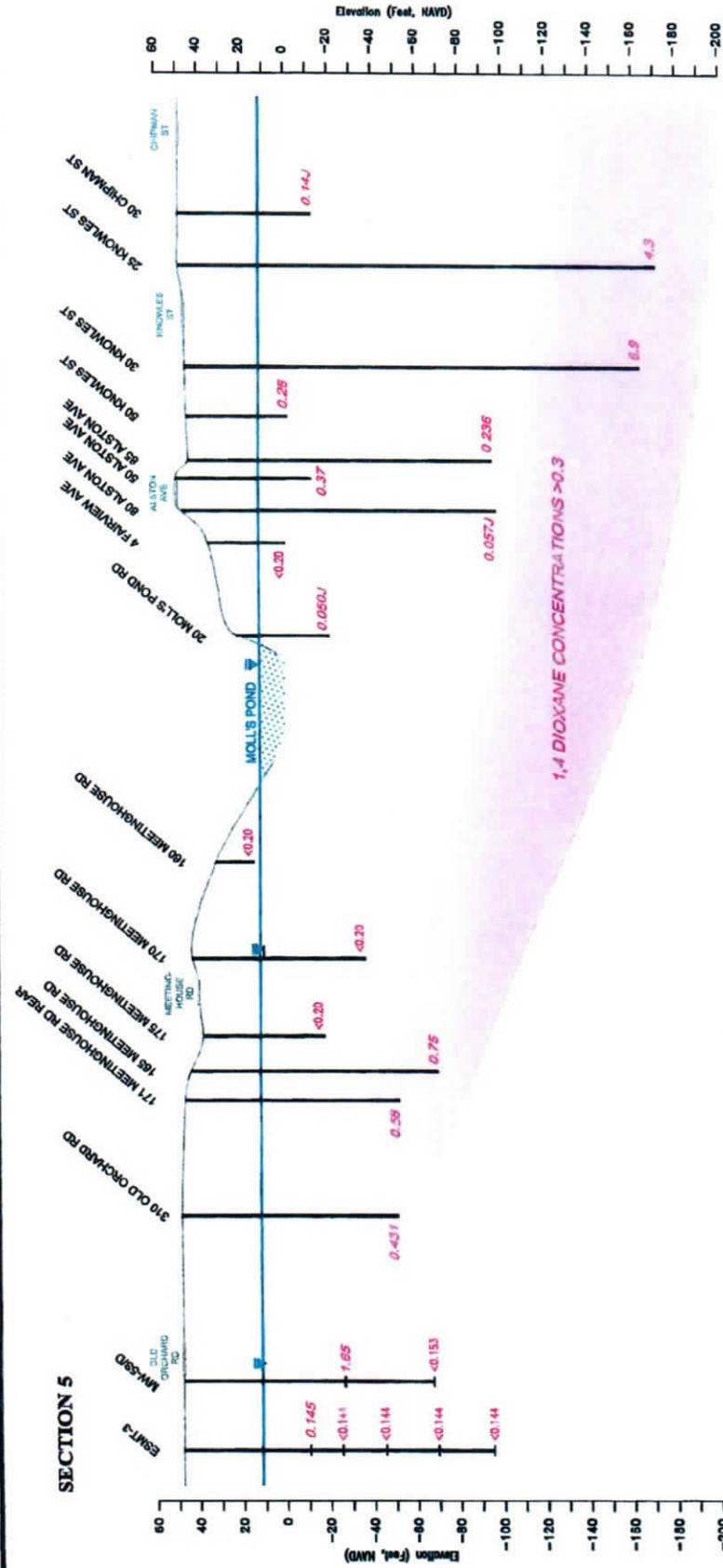
GAUGING DATE: 10/30/14 DRAWING DATE: 11/20/14 ACAD FILE: EASTHAM LANDFILL

SECTION 4

CLIENT: TOWN OF EASTHAM PM: []
 LOCATION: OLD ORCHARD ROAD LSP: []
 EASTHAM, MASSACHUSETTS DH []
 RTR: [] DWG: PROJECT NO.: 2013-027 FIGURE: 1
 4-24301 DMR



SECTION 5



1,4 DIOXANE CONCENTRATIONS > 0.3

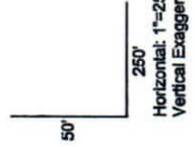
LEGEND

APPROXIMATE WELL LOCATION AND DEPTH ON PROPERTY INDICATED

1.9 1,4 DIOXANE DETECTED IN UG/L

<0.20 BELOW DETECTION LIMIT

APPROXIMATE WATER TABLE



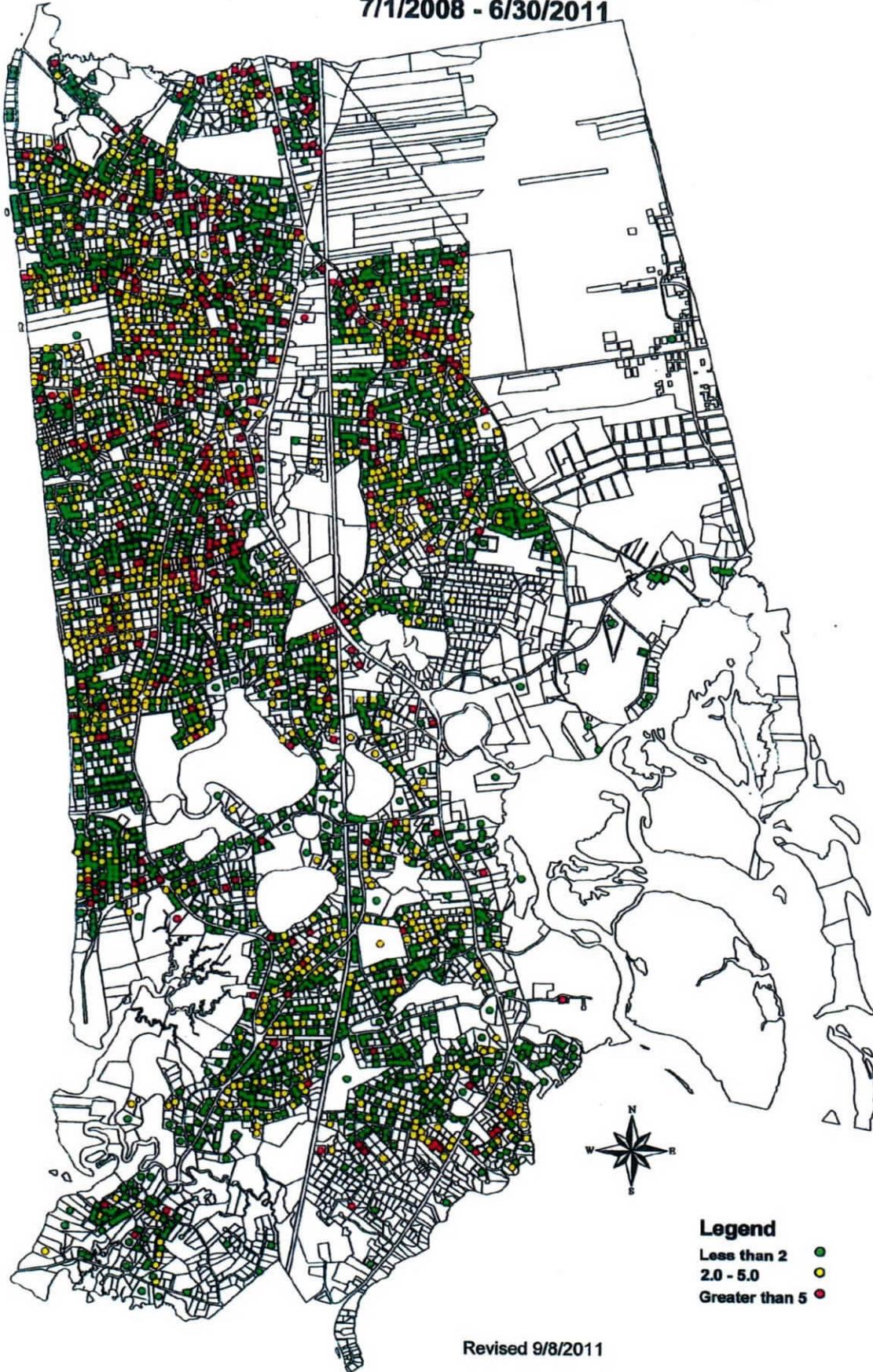
Environmental Strategies & Management
 275 West Main Street
 Eastham, MA 01920
 (508) 255-1800
 (508) 255-1811 Fax
 info@es-and-m.com

GAUGING DATE: 10/30/14
 DRAWING DATE: 11/20/14
 ACAD FILE: EASTHAM LANDFILL

SECTION 5

CLIENT:	TOWN OF EASTHAM	FIGURE:	1
LOCATION:	OLD ORCHARD ROAD EASTHAM, MASSACHUSETTS	LSP:	DH
RTN:	4-24301	PROJECT NO.:	2013-027
DWG:	DMR		

Eastham Water Survey Program - Nitrate Analysis
7/1/2008 - 6/30/2011



Legend

- Less than 2 ●
- 2.0 - 5.0 ●
- Greater than 5 ●

Revised 9/8/2011

Eastham Water Survey Program - Nitrate Analysis
7/1/2005 - 6/30/2008



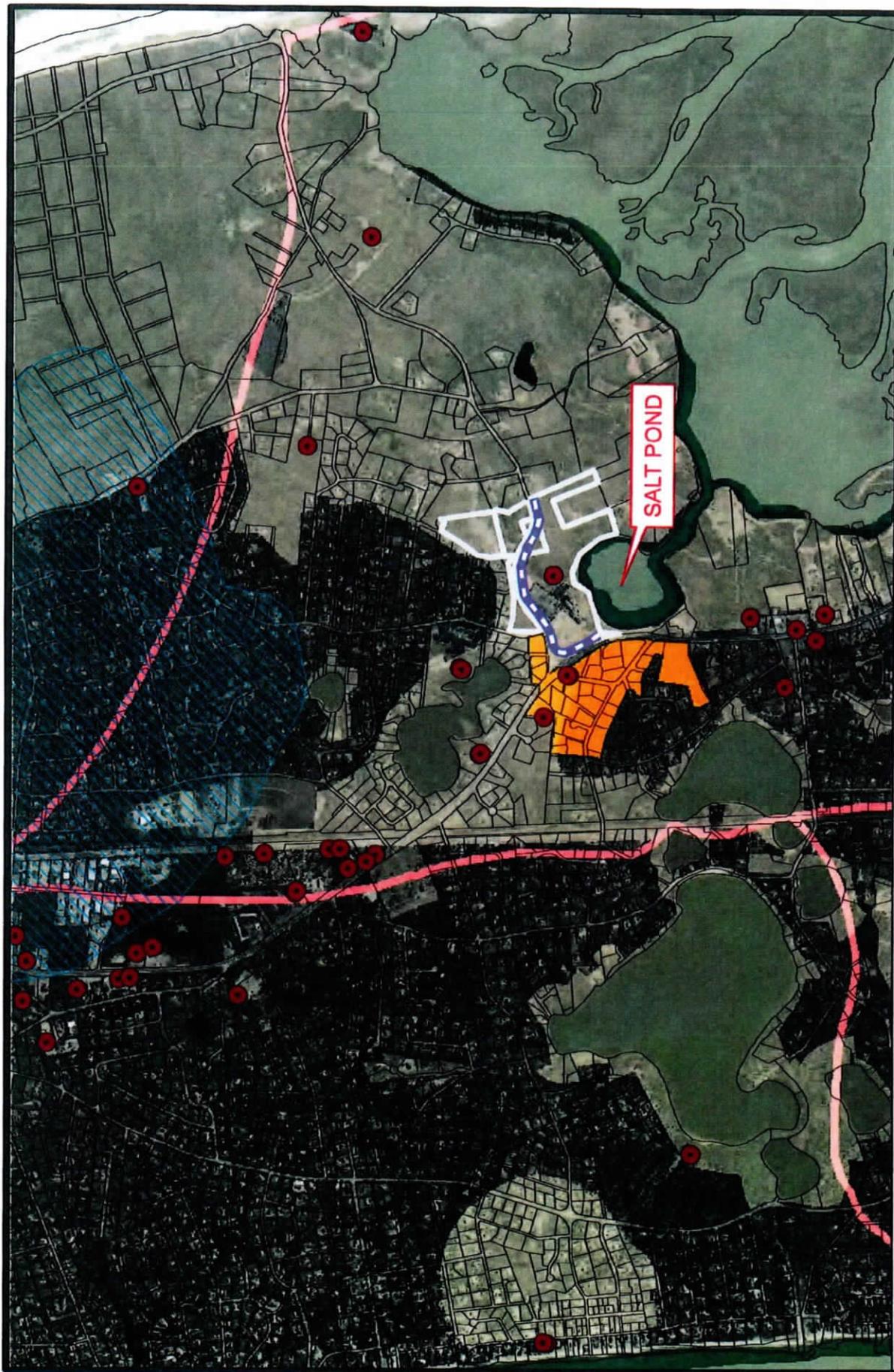
Legend

- Less than 2 ●
- 2.0 - 5.0 ○
- Greater than 5 ●

Revised 10/29/08

Eastham Water Survey Program
Nitrate Analysis
FY 2003 - FY 2004



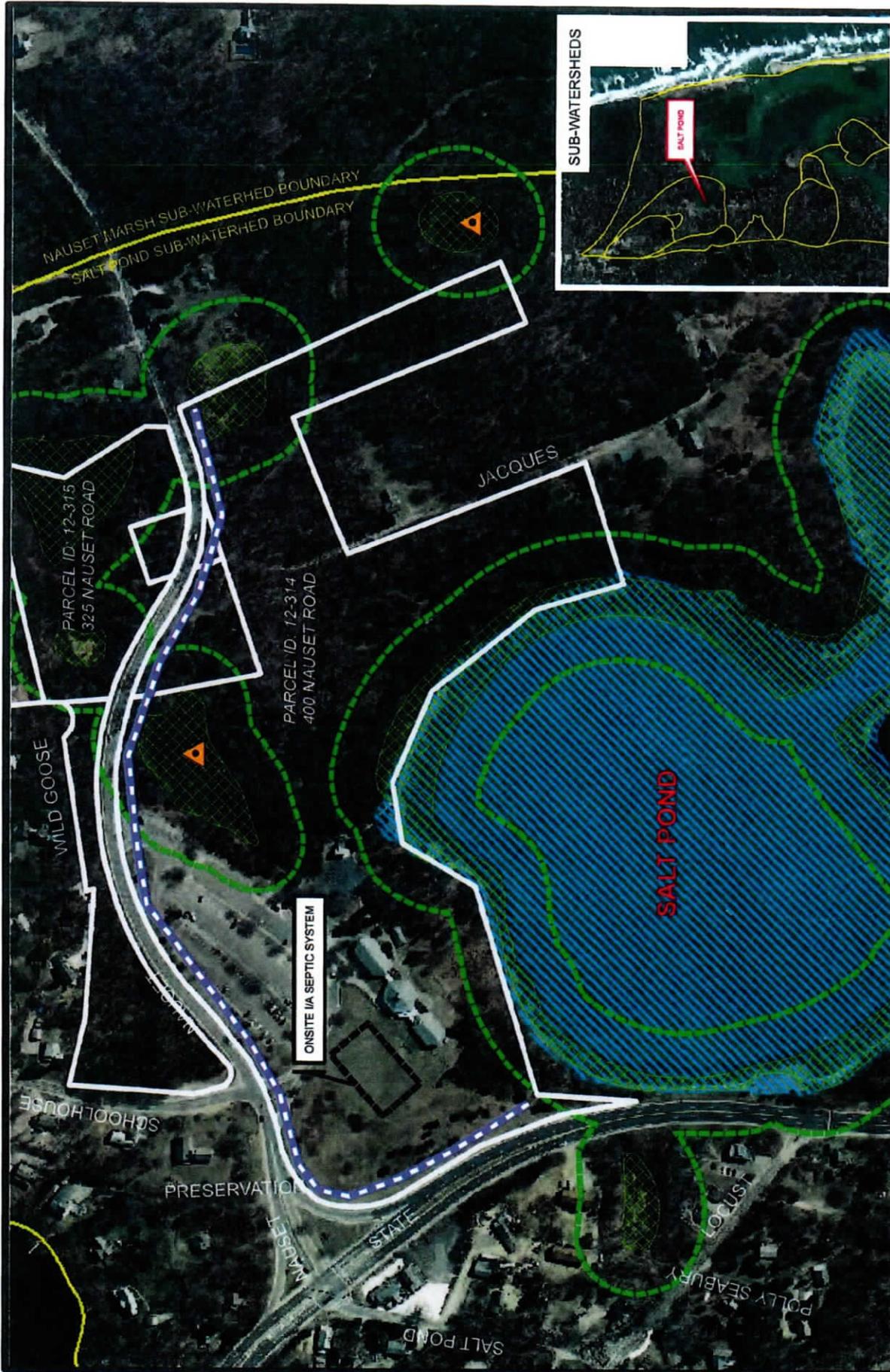


AERIAL PHOTO: 2014



**Town of Eastham
SALT POND STUDY AREA
MAP 2: REGULATORY**

-  PUBLIC SUPPLY WELLS
-  ZONE II
-  EMBAYMENTS
-  POTENTIAL PERMEABLE REACTIVE BARRIER
-  OLD TOWN CENTER HISTORIC DISTRICT
-  NATIONAL SEASHORE PROPERTY
ESTIMATED PRIORITY HABITAT



AERIAL PHOTO: 2014



Town of Eastham
SALT POND STUDY AREA
MAP 1: ENVIRONMENTAL

- CERTIFIED VERNAL POOLS
- POTENTIAL PERMEABLE REACTIVE BARRIER
- NATIONAL SEASHORE PROPERTY
- DEP WETLANDS
- 100 FOOT BUFFER WETLANDS
- FEMA FLOOD ZONE AE
- SUB-WATERSHEDS

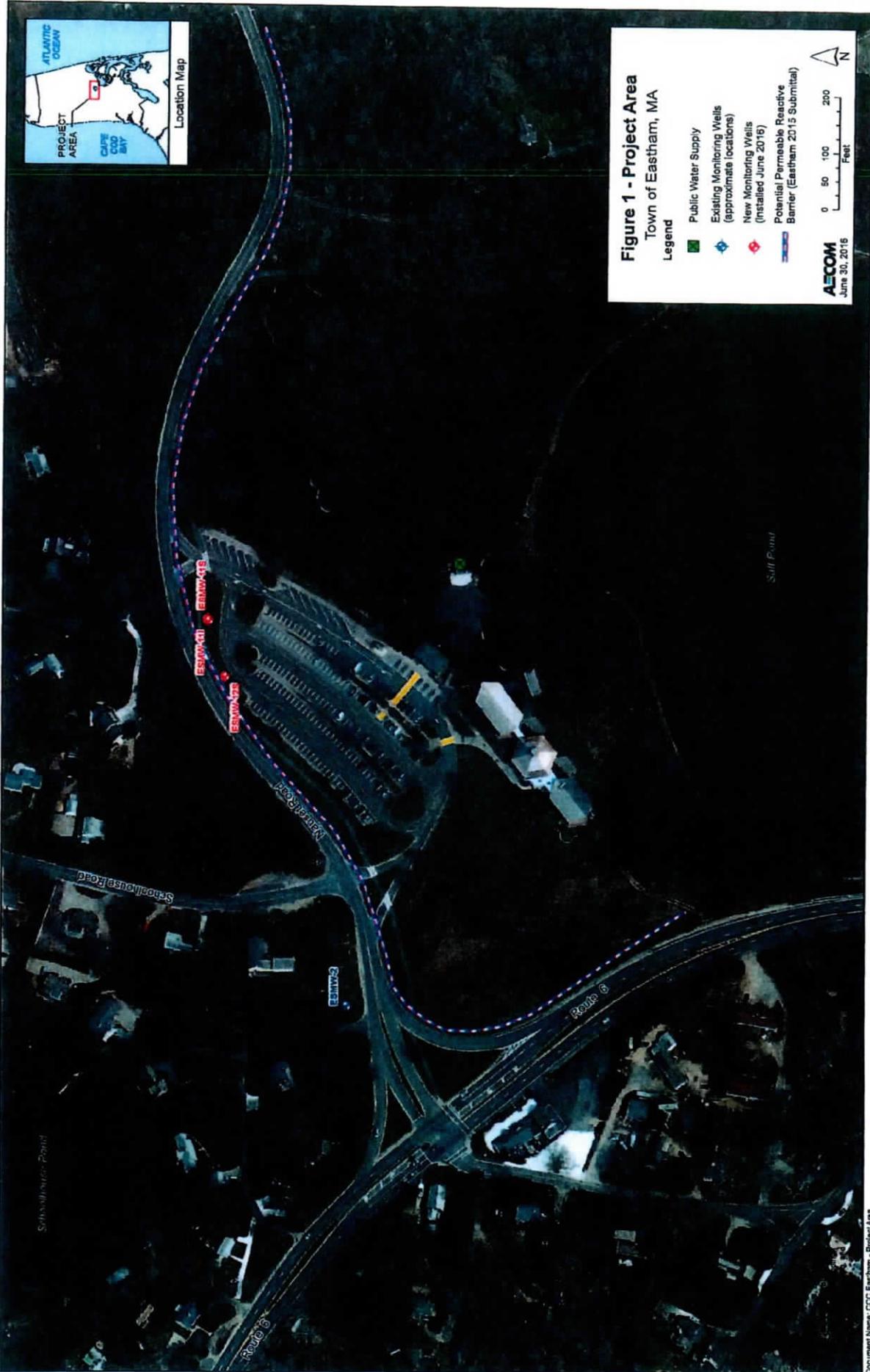


Figure 1 - Project Area
 Town of Eastham, MA

Legend

- Public Water Supply
- Existing Monitoring Wells (approximate locations)
- New Monitoring Wells (installed June 2016)
- Potential Permeable Reactive Barrier (Eastham 2015 Submittal)

0 50 100 200 Feet

AECOM
 June 30, 2016



Table 5 – June 2016 Groundwater Sampling Results

Parameter	Unit	ESMW-11S	ESMW-11I	ESMW-12S
Field Parameters				
pH	pH units	6.02	6.67	6.98
Specific Conductivity	µS/cm	170.00	242.00	431.00
DO	mg/L	6.52	5.60	3.76
ORP	mV	74.00	-148.00	-260.60
Turbidity	NTU	33.00	67.80	290.00
Laboratory Parameters				
Nitrate	mg/L	1.71	1.02	3.74
Total Kjeldahl Nitrogen	mg/L	0.33	0.2	1.22
Dissolved Iron	mg/L	<0.1	<0.1	0.39
Dissolved Manganese	mg/L	<0.01	<0.01	0.042
Boron	mg/L	0.28	0.086	0.352
Ammonia Nitrogen	mg/L	0.176	0.245	1.13
Chloride	mg/L	<0.05	<0.05	<0.05
Dissolved Organic Carbon	mg/L	31.7	48	89.8
Nitrite	mg/L	<0.5	0.585	0.563
Sulfate	mg/L	11.3	14.5	14
Total Phosphorus	mg/L	<0.1	0.12	0.17

Notes:

1. ESMW-11I and ESMW-12S are located at the same screen interval.

Table 1 - Well Screen Locations and Elevations (feet bgs)

Well ID	Well Depth	Well Screen	Water Level
ESMW-11I	55	45 - 55	18.90
ESMW-11S	38	28 - 38	18.05
ESMW-12S	55	45 - 55	21.90



View from the Cape Cod National Seashore Salt Pond Visitor Center

Photo from Friends of the Cape Cod National Seashore Website <http://www.fccns.org/gallery7.html>

ATTACHMENT B Cape Cod Water Quality Monitoring Data Base

FIELD	EXPLANATION
Stn_OLD	Station name in earlier versions of the database.
Stn_NEW	Station name as adopted or revised in spring 2014.
Stn_EQUIV	Equivalent station name for temporary station variants (sampled at other end of dock, other side of road bridge, etc.).
SAMP_DATE	Date sample collected.
YEAR	Year sample collected.
UniqueID	A unique ID generated by the formula =[@[Stat_NEW]]&"-"&[@Dataset]&"-"&YEAR([@[SAMP_DATE]])&"-"&MONTH([@[SAMP_DATE]])&"-"&DAY([@[SAMP_DATE]])&"-"&HOUR([@[TIME_FIX]])&"-"&MINUTE([@[TIME_FIX]])&"-"&[@[S_D1]]&"-"&[@[SamDep_m2]]&"-"&[@Dup]. Note that because some depths and times may be added to the database, this field may change, so it is advised not to use until these corrections are made.
Embayment	Principal embayment name.
Sub_Embay	Subembayment name
WQI_AREA	Water Quality Index Embayment Area under which the station was typically aggregated by the Coalition, usually the same as subembayment.
Dataset	Data origins: X= Oxygen data set, N= Nutrient data set
Source	Program Source (BBC= Coalition program, Pondwatchers=Falmouth Pond watchers, or other specific study
GEN_QC	Gen_QC=9 will kill the entire line of data in the "Final" column fields. This is justified if for example there is doubt as to whether the sample was properly labeled. See the rules tab for all QC codes.
TIME	Time (repaired from original entries)
Time_QC	If there is doubt about the time entry, a value of 2 will be indicated. See the rules tab for all QC codes.
Dup	0=no replicates, 1= there is another sample taken at approximately the same depth and location, but a few minutes different (these values should be filtered out if there are corresponding "2" records), 2= the value for the record represent the mean of two values in the database (respective O2 or Nutrient data).
S_D	"S" for Shallow or "D" for "Deep." Generally, S samples are taken 15 cm from the surface and D samples taken 30 cm from the bottom.
SamDep_m	Sample depth as reported
SamDep_QC	Flags for sites that need to be investigated, etc. See the rules tab for all QC codes.
SECCHI_M	Secchi depth in meters.
Secc_QC	Flags for sites that need to be investigated, etc. See the rules tab for all QC codes. Flagged for review include 2's were greater than total depths and 8's for likely data entry errors.
Tot_Dep_m	Total depth of station on that particular sampling date and time.
TotDep_QC	Flags for sites that need to be investigated, etc. See the rules tab for all QC codes.
TEMP_QC	Flags for sites that need to be investigated, etc. See the rules tab for all QC codes. Flagged for review include 2's outside of norms for time of year and 8's for likely data entry errors for impossible summer temps (e.g. 2.3 C in July).
DO_Meth	DO method (see Methods tab)
DO_QC	Flags for sites that need to be investigated, etc. See the rules tab for all QC codes.
Sal_meth	salinity method
Sal_QC	Flags for sites that need to be investigated, etc. See the rules tab for all QC codes. Flagged for review; including 2's were outside of norms, and 8's for likely data entry errors.
PO4_QC	Flags for sites that need to be investigated, etc. See the rules tab for all QC codes.
TP_QC	Flags for sites that need to be investigated, etc. See the rules tab for all QC codes.
NH4_QC	Flags for sites that need to be investigated, etc. See the rules tab for all QC codes.
NOX_QC	Flags for sites that need to be investigated, etc. See the rules tab for all QC codes.
TDN_QC	Flags for sites that need to be investigated, etc. See the rules tab for all QC codes.
PON_QC	Flags for sites that need to be investigated, etc. See the rules tab for all QC codes.
POC_QC	Flags for sites that need to be investigated, etc. See the rules tab for all QC codes.
CHLa_QC	Flags for sites that need to be investigated, etc. See the rules tab for all QC codes.
CHLa_METH	Chlorophyll a method
Phae_QC	Flags for sites that need to be investigated, etc. See the rules tab for all QC codes.
Lab_sal_QC	Flags for sites that need to be investigated, etc. See the rules tab for all QC codes.
lab_cond	Laboratory conductivity measurement
DOC_QC	Flags for sites that need to be investigated, etc. See the rules tab for all QC codes.
QA_Comm	Comments entered during QA review
Lab_Comm	Comments added by laboratory
BWV_Comm	Baywatcher Comments from data sheet.
H2O_surf	Observation about the surface of the water.

Birds	Observation about birds.
Fish	Observations about fish.
Chla_ugl_DO	Additional chlorophyll a data collected during O2 monitoring. This data may not have been added to the regular chlorophyll column
pH	pH as measured using YSI Sondes.
BEAU	Beaufort scale to estimate wind speed.
BEAU_QC	Flags for sites that need to be investigated, etc. See the rules tab for all QC codes.
EBB	E = Ebbing (outgoing) tide of low slack, F = Flooding (incoming) tide of high slack.
WTHR	1: Cloudless, 2: Pt. Cloudy, 3: Overcast, 4: Fog/Haze, 5: Drizzle, 6: Intermit. Rain, 7: Rain, 8: Snow.
Prec_FIN	24 Hour Precipitation 1:None, 2:Light, 3:Heavy.
WIND	Wind direction, generally 8 compass points, sometimes more.
O2_WQI_range	DO data collected during month and hours valid for DO percent calculation.
TempC_FIN	Temperature in degrees C after removal of bad data by filters.
SAL_FIN	Salinity after removal of bad data by filters.
DOmg_FIN	Dissolved oxygen in mg/L after removal of bad data by filters.
DO_Per_FIN	DO percent calculation
NH4uM_FIN	Ammonia in micromolar after removal of bad data by filters and corrections of non-detects to one half of detection limit (see QC values=7 in original columns)
NOxuM_FIN	Nitrate+ Nitrite in micromolar after removal of bad data by filters and corrections of non-detects to one half of detection limit (see QC values=7 in original columns).
DINuM_FIN	Dissolved inorganic nitrogen in micromolar after removal of bad data by filters and corrections of non-detects to one half of detection limit (see QC values=7 in original columns).
DINppm_FIN	Dissolved inorganic nitrogen in mg/l after removal of bad data by filters and corrections of non-detects to one half of detection limit (see QC values=7 in original columns).
TDNuM_FIN	Total Dissolved nitrogen in micromolar after removal of bad data by filters and corrections of non-detects to one half of detection limit (see QC values=7 in original columns).
DONuM_FIN	Dissolved organic nitrogen in micromolar after removal of bad data by filters and corrections of non-detects to one half of detection limit (see QC values=7 in original columns).
DONppm_FIN	Dissolved organic nitrogen in mg/l after removal of bad data by filters and corrections of non-detects to one half of detection limit (see QC values=7 in original columns).
PONppm_FIN	Particulate organic nitrogen in mg/l after removal of bad data by filters and corrections of non-detects to one half of detection limit (see QC values=7 in original columns).
PONuM_FIN	Particulate organic nitrogen in micromolar after removal of bad data by filters and corrections of non-detects to one half of detection limit (see QC values=7 in original columns).
TONppm_FIN	Total organic nitrogen in mg/l after removal of bad data by filters and corrections of non-detects to one half of detection limit (see QC values=7 in original columns).
TONuM_FIN	Total organic nitrogen in micromolar after removal of bad data by filters and corrections of non-detects to one half of detection limit (see QC values=7 in original columns).
TNppm_FIN	Total nitrogen in mg/l after removal of bad data by filters and corrections of non-detects to one half of detection limit (see QC values=7 in original columns)
TNuM_FIN	Total nitrogen in micromolar after removal of bad data by filters and corrections of non-detects to one half of detection limit (see QC values=7 in original columns).
PO4uM_FIN	Orthophosphate (inorganic) in micromolar after removal of bad data by filters and corrections of non-detects to one half of detection limit (see QC values=7 in original columns).
TPuM_FIN	Total Phosphorus in micromolar after removal of bad data by filters and corrections of non-detects to one half of detection limit (see QC values=7 in original columns).
POCuM_FIN	Particulate organic carbon in micromolar after removal of bad data by filters and corrections of non-detects to one half of detection limit (see QC values=7 in original columns).
DOCuM_FIN	Dissolved organic carbon in μ M after removal of bad data by filters and corrections of non-detects to one half of detection limit (see QC values=7 in original columns).
Chla_ugL_FIN	Chl a in μ g/l after removal of bad data by filters and corrections of non-detects to one half of detection limit (see QC values=7 in original columns).
Pheo_ugL_FIN	Phaeophytin in μ g/l after removal of bad data by filters and corrections of non-detects to one half of detection limit (see QC values=7 in original columns).
CHL_PHA_FIN	Chlorophyll + Phaeophytin in μ g/l after removal of bad data by filters and corrections of non-detects to one half of detection limit (see QC values=7 in original columns)., not yet validated for limits of detection, etc.

MEMORANDUM OF AGREEMENT
BETWEEN

Barnstable County acting through the
Cape Cod Water Protection Collaborative
3225 Main Street
P. O. Box 226
Barnstable, MA 02630

and

Town Manager on behalf of
Town of Falmouth
59 Town Hall Square
Falmouth, MA 02540

This Memorandum of Agreement (Agreement) is entered into this _____ day of _____ by and between Barnstable County, acting by and through the Cape Cod Collaborative (hereafter referred to as the "Collaborative") and the Town Manager on behalf of the Town of Falmouth (hereafter referred to as the "Town.")

WHEREAS, Barnstable County, through the Collaborative, seeks to enhance the water and wastewater management efforts of towns, and

WHEREAS, the Collaborative wishes to contribute accurate, unbiased science that can be used to guide decision-makers in cleaning up coastal waters, and

WHEREAS, the Town is interested in utilizing Collaborative funds for this purpose.

NOW THEREFORE, the Town enters into this Memorandum of Agreement with the Collaborative.

1. RESPONSIBILITIES OF THE TOWN

- a) The Town agrees to use these funds for expenses related to the Water Quality Monitoring project per Attachment A. The Town also agrees to provide all data collected to the Collaborative for integration into the Cape Cod Water Quality Monitoring Data Base in a format compatible with the fields detailed in Attachment B. A blank database template may be downloaded at www.watershedmvp.org/waterqualitymonitoring.
- b) The Town shall maintain books, records, and other compilations of data pertaining to this work and/or services performed and the funds received and paid out under this Agreement to the extent and in such detail as shall properly substantiate claims for payment under the Agreement. All such records shall be kept for a period of six (6) years or for such longer period as is specified herein. All retention periods start on the first day after final payment under this Agreement. If any litigation, claim, negotiation, audit or other action involving the records is commenced prior to the expiration of the applicable retention period, all records shall be retained until completion of the action and resolution of all issues resulting therefrom, or until the end of the applicable retention period, whichever is later.
- c) The Town shall maintain financial records of the application and expenditure of the funds received hereunder in at least as much detail as may be contemporaneously required to comply with the financial reporting and record keeping requirements mandated by the Bureau of Accounts of the Department of Revenue, or any successor thereto, with respect to the Town's ordinary custody and expenditure of funds.

ATTACHMENT A SCOPE OF WORK

Water Quality Monitoring for Falmouth's South Coast and West Falmouth

Harbor Task 1: Water Quality Sample Analysis.

Consistent with water quality monitoring activities undertaken for the Town of Falmouth by the UMass Dartmouth School for Marine Science and Technology (SMAST)/Coastal Systems Program under the PondWatch Water Quality Monitoring Program (initiated in the mid-1980s), the Coastal Systems Analytical Facility will analyze estuarine water quality samples collected from historic PondWatch and MEP stations. The samples will be collected from the six estuaries listed below.

The samples will be collected during two dates in July and two dates in August, roughly corresponding to sampling every other week in the summer of 2016, 2017 and 2018. Samples will be collected from multiple depths as appropriate and consistent with sample depths from previous years and will be collected from the same station locations, depths and sampling dates (as practical) for enhanced cross comparability to data sets from previous years.

Stations to be sampled in each estuary include:

1. West Falmouth Harbor (WF-1,2,3,4,5,6,7 {surface and bottom}, WF-8 {surface, 2m, 4m, 6m, 8m}) 20 samples/event. MEP Sentinel Station WF-5.
2. Oyster Pond (OP Head {surface}, OP-1 {surface, 2m, 4m}, OP-2 {surface, 2m, 3.25m}, OP-3 {surface 2m, 4m 6m}), 11 samples/event. MEP Sentinel Station OP-3.
3. Little Pond (LP Head {surface}, LP-1,2,3, {surface and bottom}), 7 samples/event. MEP Sentinel Station LP-2.
4. Great Pond (GTP-1 {surface}, GTP-2,3,4,5,6 {surface and bottom}), 11 samples/event. MEP Sentinel Station GTP-5.
5. Green Pond (GP-1 {surface}, GP-2,2A,3,4,5 {surface and bottom}, VS-1 {surface, 1m, 2m}), 14 samples/event. MEP Sentinel Station GP-4.

6. Bournes Pond (BP-1 {surface}, BP-2;3,4,5,6 {surface and bottom}), 11 samples/event. MEP Sentinel Station BP-3

Table 1 shows the station number and number of samples to be collected per station. Table

1: Sampling Plan for Monitoring Stations

Station Number	Embayment	Sample Station Depth	# of Samples
BOURNES POND			
BP 1,2,3	Bournes P.	BP1 (surf) BP2 (surf & bott.) BP3 (surf & bott.)	5
BP 4,5,6	Bournes P.	BP4 (surf & bott.) BP5 (surf & bott.) BP6 (surf & bott.)	6
GREAT POND			
GTP 1,2,3	Great P.	GTP1 (surf) GTP2 (surf & bott.) GTP3 (surf & bott.)	5
GTP 4,5,6	Great P.	GTP4 (surf & bott.) GTP5 (surf & bott.) GTP6 (surf & bott.)	6
GREEN POND			
GP1,2,2A,3	Green P.	GP1 (surf) GP2 (surf & bott.) GP2A (surf & bott.) GP3 (surf & bott.)	7
GP4, 5, VS1	Green P.	GP4 (surf & bott.) GP5 (surf & bott.) VS1 (surf. 1m, 2m)	7
LITTLE POND			
LP head, 1,2,3,4	Little P.	LP-head (surf) LP1 (surf & bott.) LP2 (surf & bott.) LP3 (surf & bott.)	7
WEST FALMOUTH HARBOR			
WF 1,2	W. Falmouth Hrb.	WF1 (surf & bott.) WF2 (surf & bott.)	4
WF 3,4,5	W. Falmouth Hrb.	WF3 (surf & bott.) WF4 (surf & bott.) WF5 (surf & bott.) WF5s FD	7
WF 6,7	W. Falmouth Hrb.	WF6 (surf & bott.) WF7 (surf & bott.)	4
WF 8	W. Falmouth Hrb.	WF8 (surf, 2m, 4m, 6m, 8m)	5
OYSTER POND			
OP head, OP1	Oyster P.	OP-head (surf) OP1 (surf, 2m, 4m)	4
OP 2, 3	Oyster P.	OP2 (surf, 2m, 3.25m) OP3 (surf, 2m, 4m, 6m)	7
WQ Samples per Event			74
QA Samples per Event (~5%)			4
Total Samples per Event			78
Total Samples per Summer (4 events, 2 July 2 August)			

Task 2: Project Management, Data Synthesis and Reporting

Reporting of water quality data (considered "interim data reports") will be made directly to the Town in the fall-early winter following the last summer sampling at the end of August. The data that has gone through a quality assurance/quality control protocol will be submitted to the Town point of contact in spreadsheet format for use and review, prior to the formal Annual Water Quality Technical Memorandum. The Tech Memo will include data synthesis, summary graphics and analysis of progress toward meeting the TMDL, as well as an assessment of each systems nutrient related health and any changes that might be considered for on-going monitoring. The data synthesis will also include a presentation to the appropriate Town department. The technical memo also includes tabulated field and chemical data. The technical memo will be submitted by January 31 following the summer sampling season.

Data Sets beginning in 2017 will be annotated and aggregated as follows:

- A notes page with the following documentation:
 - GPS coordinates for all sampling stations;
 - Definitions for all terms; and
 - Conversion of micro-Moles (μM) to milligrams per liter (mg/L) for nitrogen species, particulate organic carbon (POC), and phosphate (PO_4 ; measured as Soluble Reactive Phosphorus- SRP).
- Confirmation that these are the standard conversion factors currently being used for the overall water quality monitoring programs:
 - $\mu\text{M N} (10^{-6} \text{ M/L}) \times 0.0140067 = \text{mg N/L}$
 - $\mu\text{M C} \times 0.012011 = \text{mg C/L}$
 - $\mu\text{M PO}_4 \times 0.03097376 = \text{mg P/L}$
- Description of methodology for dissolved oxygen (DO) columns and a discussion of which columns can be used to analyze trends continuously from 2003 through 2015. Specific explanation of how values are derived for these column headings should be provided:
 - Lab salinity;
 - Field corrected salinity;
 - DI salinity; and
 - Salinity-corrected DO.
- Summarize the source data in each column, including:
 - If the value is a direct measurement;
 - Where measurement is made (field/lab);
 - Field sampling equipment and technique (particularly for DO), laboratory used for analysis, laboratory method and instrumentation used, and the instrument's limit of detection;
 - Filter size and standard method used for particulates;

- If the value is calculated, what calculations are performed; and
- If applicable, comments as to why SOPs were not utilized and details concerning alternative methodology used.
- Aggregation of data from 2013 – forward into existing data sets provided under a previous contract (Synthesis of Baseline Water Quality Data from Pondwatch for Great Pond, Green Pond, Bournes Pond, Little Pond, Oyster Pond and West Falmouth Harbor). Starting dates for data sets are as follows:
 - Great Pond (post 2003)
 - Green Pond (post 2003)
 - Bournes Pond (post 2003)
 - Little Pond (post 2004)
 - Oyster Pond (post 2004)
 - W. Falmouth Harbor (post 2004)

ATTACHMENT B Cape Cod Water Quality Monitoring Data Base

FIELD	EXPLANATION
Stn_OLD	Station name in earlier versions of the database.
Stn_NEW	Station name as adopted or revised in spring 2014.
Stn_EQUIV	Equivalent station name for temporary station variants (sampled at other end of dock, other side of road bridge, etc.).
SAMP_DATE	Date sample collected.
YEAR	Year sample collected.
UniqueID	A unique ID generated by the formula =[@[Stat_NEW]]&"-"&[@[Dataset]]&"-"&YEAR([@[SAMP_DATE]])&"-"&MONTH([@[SAMP_DATE]])&"-"&DAY([@[SAMP_DATE]])&"-"&HOUR([@[TIME_FIX]])&MINUTE([@[TIME_FIX]])&"-"&[@[S_D1]]&"-"&[@[SamDep_m2]]&"-"&[@[Dup]]. Note that because some depths and times may be added to the database, this field may change, so it is advised not to use until these corrections are made.
Embayment	Principal embayment name.
Sub_Embay	Subembayment name
WQI_AREA	Water Quality Index Embayment Area under which the station was typically aggregated by the Coalition, usually the same as subembayment.
Dataset	Data origins: X= Oxygen data set, N= Nutrient data set
Source	Program Source (BBC= Coalition program, Pondwatchers=Falmouth Pond watchers, or other specific study)
GEN_QC	Gen_QC=9 will kill the entire line of data in the "Final" column fields. This is justified if for example there is doubt as to whether the sample was properly labeled. See the rules tab for all QC codes.
TIME	Time (repaired from original entries)
Time_QC	If there is doubt about the time entry, a value of 2 will be indicated. See the rules tab for all QC codes.
Dup	0=no replicates, 1= there is another sample taken at approximately the same depth and location, but a few minutes different (these values should be filtered out if there are corresponding "2" records), 2= the value for the record represent the mean of two values in the database (respective O2 or Nutrient data).
S_D	"S" for Shallow or "D" for "Deep." Generally, S samples are taken 15 cm from the surface and D samples taken 30 cm from the bottom.
SamDep_m	Sample depth as reported
SamDep_QC	Flags for sites that need to be investigated, etc. See the rules tab for all QC codes.
SECCHI_M	Secchi depth in meters.
Secc_QC	Flags for sites that need to be investigated, etc. See the rules tab for all QC codes. Flagged for review include 2's were greater than total depths and 8's for likely data entry errors.
Tot_Dep_m	Total depth of station on that particular sampling date and time.
TotDep_QC	Flags for sites that need to be investigated, etc. See the rules tab for all QC codes.
TEMP_QC	Flags for sites that need to be investigated, etc. See the rules tab for all QC codes. Flagged for review include 2's outside of norms for time of year and 8's for likely data entry errors for impossible summer temps (e.g. 2.3 C in July).
DO_Meth	DO method (see Methods tab)
DO_QC	Flags for sites that need to be investigated, etc. See the rules tab for all QC codes.
Sal_meth	salinity method
Sal_QC	Flags for sites that need to be investigated, etc. See the rules tab for all QC codes. Flagged for review; including 2's were outside of norms, and 8's for likely data entry errors.
PO4_QC	Flags for sites that need to be investigated, etc. See the rules tab for all QC codes.
TP_QC	Flags for sites that need to be investigated, etc. See the rules tab for all QC codes.
NH4_QC	Flags for sites that need to be investigated, etc. See the rules tab for all QC codes.
NOX_QC	Flags for sites that need to be investigated, etc. See the rules tab for all QC codes.
TDN_QC	Flags for sites that need to be investigated, etc. See the rules tab for all QC codes.
PON_QC	Flags for sites that need to be investigated, etc. See the rules tab for all QC codes.
POC_QC	Flags for sites that need to be investigated, etc. See the rules tab for all QC codes.
CHLa_QC	Flags for sites that need to be investigated, etc. See the rules tab for all QC codes.
CHLa_METH	Chlorophyll a method
Phae_QC	Flags for sites that need to be investigated, etc. See the rules tab for all QC codes.
Lab_sal_QC	Flags for sites that need to be investigated, etc. See the rules tab for all QC codes.
lab_cond	Laboratory conductivity measurement
DOC_QC	Flags for sites that need to be investigated, etc. See the rules tab for all QC codes.
QA_Comm	Comments entered during QA review
Lab_Comm	Comments added by laboratory
BWV_Comm	Baywatcher Comments from data sheet.
H2O_surf	Observation about the surface of the water.

Birds	Observation about birds.
Fish	Observations about fish.
Chla_ugl_DO	Additional chlorophyll a data collected during O2 monitoring. This data may not have been added to the regular chlorophyll column
pH	pH as measured using YSI Sondes.
BEAU	Beaufort scale to estimate wind speed.
BEAU_QC	Flags for sites that need to be investigated, etc. See the rules tab for all QC codes.
EBB	E = Ebbing (outgoing) tide of low slack, F = Flooding (incoming) tide of high slack.
WTHR	1: Cloudless, 2: Pt. Cloudy, 3: Overcast, 4: Fog/Haze, 5: Drizzle, 6: Intermit. Rain, 7: Rain, 8: Snow.
Prec_FIN	24 Hour Precipitation 1:None, 2:Light, 3:Heavy.
WIND	Wind direction, generally 8 compass points, sometimes more.
O2_WQI_range	DO data collected during month and hours valid for DO percent calculation.
TempC_FIN	Temperature in degrees C after removal of bad data by filters.
SAL_FIN	Salinity after removal of bad data by filters.
DOmg_FIN	Dissolved oxygen in mg/L after removal of bad data by filters.
DO_Per_FIN	DO percent calculation
NH4uM_FIN	Ammonia in micromolar after removal of bad data by filters and corrections of non-detects to one half of detection limit (see QC values=7 in original columns)
NOxuM_FIN	Nitrate+ Nitrite in micromolar after removal of bad data by filters and corrections of non-detects to one half of detection limit (see QC values=7 in original columns).
DINuM_FIN	Dissolved inorganic nitrogen in micromolar after removal of bad data by filters and corrections of non-detects to one half of detection limit (see QC values=7 in original columns).
DINppm_FIN	Dissolved inorganic nitrogen in mg/l after removal of bad data by filters and corrections of non-detects to one half of detection limit (see QC values=7 in original columns).
TDNuM_FIN	Total Dissolved nitrogen in micromolar after removal of bad data by filters and corrections of non-detects to one half of detection limit (see QC values=7 in original columns).
DONuM_FIN	Dissolved organic nitrogen in micromolar after removal of bad data by filters and corrections of non-detects to one half of detection limit (see QC values=7 in original columns).
DONppm_FIN	Dissolved organic nitrogen in mg/l after removal of bad data by filters and corrections of non-detects to one half of detection limit (see QC values=7 in original columns).
PONppm_FIN	Particulate organic nitrogen in mg/l after removal of bad data by filters and corrections of non-detects to one half of detection limit (see QC values=7 in original columns).
PONuM_FIN	Particulate organic nitrogen in micromolar after removal of bad data by filters and corrections of non-detects to one half of detection limit (see QC values=7 in original columns).
TONppm_FIN	Total organic nitrogen in mg/l after removal of bad data by filters and corrections of non-detects to one half of detection limit (see QC values=7 in original columns).
TONuM_FIN	Total organic nitrogen in micromolar after removal of bad data by filters and corrections of non-detects to one half of detection limit (see QC values=7 in original columns).
TNppm_FIN	Total nitrogen in mg/l after removal of bad data by filters and corrections of non-detects to one half of detection limit (see QC values=7 in original columns)
TNuM_FIN	Total nitrogen in micromolar after removal of bad data by filters and corrections of non-detects to one half of detection limit (see QC values=7 in original columns).
PO4uM_FIN	Orthophosphate (inorganic) in micromolar after removal of bad data by filters and corrections of non-detects to one half of detection limit (see QC values=7 in original columns).
TPuM_FIN	Total Phosphorus in micromolar after removal of bad data by filters and corrections of non-detects to one half of detection limit (see QC values=7 in original columns).
POCuM_FIN	Particulate organic carbon in micromolar after removal of bad data by filters and corrections of non-detects to one half of detection limit (see QC values=7 in original columns).
DOCuM_FIN	Dissolved organic carbon in μ M after removal of bad data by filters and corrections of non-detects to one half of detection limit (see QC values=7 in original columns).
Chla_ugL_FIN	Chl a in μ g/l after removal of bad data by filters and corrections of non-detects to one half of detection limit (see QC values=7 in original columns).
Pheo_ugL_FIN	Phaeophytin in μ g/l after removal of bad data by filters and corrections of non-detects to one half of detection limit (see QC values=7 in original columns).
CHL_PHA_FIN	Chlorophyll + Phaeophytin in μ g/l after removal of bad data by filters and corrections of non-detects to one half of detection limit (see QC values=7 in original columns), not yet validated for limits of detection, etc.

COUNTY OF BARNSTABLE

PURCHASING

DEPARTMENT OF FINANCE

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Elaine Davis
Chief Procurement Officer

November 23, 2016

MEMORANDUM

TO: County Commissioners
FROM: Elaine Davis, Chief Procurement Officer
RE: Bid Award

On November 7, 2016 two proposals were received in response to the above referenced RFP: one from RKG Associates, Inc. in partnership with JM Goldson and the Horsley Witten Group and the second from Crane Associates, Inc. in partnership with Economic and Policy Resources, Inc.

The proposal evaluation team was comprised of Deputy Director Patty Daley, Chief Economic Development Officer Leslie Richardson, Environmental Economist Mahesh Ramachandran, Community Design/Affordable Housing Specialist Heather Harper and Regulatory Planner Jeffrey Ribeiro.

The evaluation team rated RKG as Advantageous and Crane as Highly Advantageous. On November 22nd, cost proposals were reviewed: RKG proposed a total cost of \$155,900, Crane proposed a total cost of \$77,400.

Please award the contract to Crane Associates as the responsive, responsible bidder offering the most advantageous proposal.

Thank you.

County Commissioners:

Sheila Lyons

Mary Pat Flynn

Leo Cakounes

Date _____