



# BARNSTABLE COUNTY

COMMISSIONERS  
RONALD R. BEATY, Barnstable  
RONALD BERGSTROM, Chatham  
MARY PAT FLYNN, Falmouth

THE REGIONAL GOVERNMENT OF CAPE COD

Board of Regional Commissioners

## REGULAR MEETING AGENDA



DATE: 10:00 A.M

TIME: June 24, 2020

PLACE: Note: The meeting will be held through remote participation by the Board of Regional Commissioners pursuant to Massachusetts Governor Charles D. Baker's Order Suspending Certain Provisions of the Open Meeting Law on March 12, 2020. All public comments or questions should be directed to Jack Yunits, County Administrator, at [jack.yunits@barnstablecounty.org](mailto:jack.yunits@barnstablecounty.org). The Board will address any submissions at its next meeting.

1. Call to Order
2. Pledge of Allegiance
3. Moment of Silence
4. Public Comment
5. Approval of Minutes
  - a. Regular Meeting of June 17, 2020
6. General Business
  - a. Update on COVID-19 (Novel Coronavirus) and Barnstable County
  - b. Discussion on Reopening Cape Cod
  - c. Discussion regarding the recruitment for and status of Program Year 2021 of AmeriCorps Cape Cod

- d. Ordinance 20-08, To add to the County's operating budget for Fiscal Year 2020, as enacted in Ordinance No. 19-04, by making a supplemental appropriation for legal expenses related to review and analysis of proposed solar leases for the county for the Fiscal Year two-thousand and twenty

*Note: For all items under General Business, the Board may take official action including votes*

7. New Business – Other business not reasonably anticipated by the Chair

8. Commissioners' Actions

- a. Authorizing the execution of an agreement for the extension of a grant from the Massachusetts Department of Environmental Protection to the Cape Cod Cooperative Extension, awarded June 12, 2017, in the amount of \$221,670.18, to support a Municipal Assistance Coordinator, for the period of July 1, 2017 through June 30, 2020, with an option for a 3-year extension by mutual agreement, through June 30, 2023 with a maximum amount of \$82,533 available in Fiscal Year 2021
- b. Authorizing the execution of an amendment to an agreement for a grant from the Massachusetts Executive Office of Elder Affairs, awarded July 1, 2013 to the County Human Services Department, to support the Serving Health Insurance Needs of Everyone (SHINE) Program, awarding \$69,092.00 in additional funding, and extending the period of performance through June 30, 2021
- c. Authorizing the execution of loan documents for the HOME Program Project closing for Terrapin Ridge, located in the Town of Sandwich
- d. Authorizing the execution of Certificates for Dissolving Septic Betterments

9. Commissioners' Reports

10. County Administrator and Staff Reports

11. Adjournment

Reasonable accommodations for people with disabilities are available upon request. Please contact Justyna Marczak, Barnstable County ADA Coordinator at [jmarczak@barnstablecounty.org](mailto:jmarczak@barnstablecounty.org) or call 508-375-6646 at least 24 hours in advance of the meeting. The County Commissioners' meeting may be viewed in real time at <https://www.youtube.com/user/BarnstableCounty>, <https://www.barnstablecounty.org/>



*COMMONWEALTH OF MASSACHUSETTS*

Barnstable, ss.

At a regular meeting of the Barnstable County Board of Regional Commissioners on the seventeenth day of June, A.D. 2020, held through remote participation pursuant to Massachusetts Governor Charles D. Baker's Order Suspending Certain Provisions of the Open Meeting Law on March 12, 2020

**Board Regional Commissioners:**

Ronald R. Beaty                      Present

Ronald Bergstrom                      Present

Mary Pat Flynn                      Present

**Staff Present:**

Jack Yunits                      County Administrator

Steve Tebo                      Assistant County Administrator

Owen Fletcher                      Executive Assistant, Administration

Sean O'Brien                      Director, Health and Environment

Brian Baumgaertel                      Director of Massachusetts Septic System Test Center (MASSTC),  
Department of Health and Environment

Deirdre Arvidson                      Public Health Nurse, Health and Environment

Phil Burt                      Director, Cape Cod Center for Public Safety Training

Andrew Platt                      Emergency Preparedness Specialist – Barnstable County Regional  
Emergency Planning Committee Department of Health and  
Environment

Vaira Harik                      Deputy Director & Senior Project Manager, Human Services

Ian Roberts                      Technical Support Specialist, Information Technology

Peter Carnes                      Director, Cape Cod Municipal Police Academy

John F. Meade                      Register of Deeds, Registry of Deeds

**1. Call to Order**

Chairman Bergstrom called the meeting to order at 10:00 A.M.

**2. Pledge of Allegiance****3. Moment of Silence**

Chairman Bergstrom asked for a moment of silence to honor all members of the United States Armed Forces serving at home and abroad.

**4. Public Comment**

No members of the public offered comment.

**5. Approval of Minutes****a. Regular Meeting of June 3, 2020**

*Motion by Commissioner Beaty to approve the minutes of the Board of Regional Commissioners' Regular Meeting of June 3, 2020 as presented, 2nd by Commissioner Flynn, approved 3-0-0*

**6. General Business****a. Update on COVID-19 (Novel Coronavirus) and Barnstable County**

Mr. O'Brien reported to the Board. He noted a continued decrease in cases, as well as continued coordination with businesses and local health departments. Commissioner Beaty asked Mr. O'Brien to comment on Governor Baker's ability to extend the Commonwealth's State of Emergency past forty-five days. Mr. O'Brien stated he could not comment on that issue without additional research. Ms. Harik gave a detailed report on COVID-19 trends both in the Commonwealth and nationwide. She again stressed the importance of masking and social distancing. The Board had a lengthy discussion regarding moving through the stages of reopening. Mr. Yunits also discussed decisions by the Governor regarding reopening.

Mr. Meade and Mr. Yunits spoke regarding revenue intake at the Registry of Deeds. Mr. Meade noted the pace of real estate sales had increased from the same time last year.

**b. Discussion with Chiefs from the Police Departments of Towns in Barnstable County regarding training at the Cape Cod Municipal Police Academy**

Mr. Carnes reported to the Board on funding and programs at the Academy. He expressed his regret for the recent police incident in Minneapolis, Minnesota which resulted in the death of George Floyd and his sympathy for his family. Mr. Beaty asked questions regarding funding from the Commonwealth and noted his support for additional funding for the Academy. Mr. Carnes noted the Commonwealth mandates some training courses for accreditation. He also described mechanisms to choose applicants in response to questions Chairman Bergstrom.

Town of Barnstable Police Matthew Sonnabend spoke to the Board regarding policing in the town. He spoke at length regarding police training and noted Barnstable police officers often live in and participate in the community. Chatham Police Chief Mark R. Pawlina spoke about improvements in training over his career.

**c. Ratifying a letter of support from the County Board of Regional Commissioners to the Massachusetts Executive Office of Energy and Environmental Affairs, Municipal Vulnerability Preparedness Center (MVP) Program, dated June 11, 2020, for the Town of Barnstable's application for a Municipal Vulnerability Action Grant**

*Motion by Commissioner Beaty to ratify a letter of support from the County Board of Regional Commissioners to the Massachusetts Executive Office of Energy and Environmental Affairs, Municipal Vulnerability Preparedness Center (MVP) Program, dated June 11, 2020, for the Town of Barnstable's application for a Municipal Vulnerability Action Grant, 2nd by Commissioner Flynn, approved 3-0-0*

**d. Proposed Ordinance 20-\_\_, To authorize the County to enter into a License Agreement with the Cape Cod Chapter of the New England Mountain Bike Association (NEMBA), on a portion of Barnstable County property near the intersection of Route 132/Phinneys Lane for a bicycle path**

*Motion by Commissioner Beaty to authorize the introduction of Proposed Ordinance 20-\_\_, To authorize the County to enter into a License Agreement with the Cape Cod Chapter of the New England Mountain Bike Association (NEMBA), on a portion of Barnstable County property near the intersection of Route 132/Phinneys Lane for a bicycle path, at the next meeting of the County Assembly of Delegates, pursuant to Section 2 – 8(e) of the Barnstable County Home Rule Charter, 2nd by Commissioner Flynn, approved 3-0-0*

## 7. New Business – Other business not reasonably anticipated by the Chair

- a. **Authorizing the execution of a cooperative agreement with the Town of Falmouth to do and perform all dredge related work for Green Pond**

*Motion by Commissioner Beaty to authorize the execution of a cooperative agreement with the Town of Falmouth to do and perform all dredge related work for Green Pond, 2nd by Commissioner Flynn, approved 3-0-0*

Mr. Yunits noted the County received the contract from the Town of Falmouth late on the previous day before the meeting, but work would start before the next Board meeting. He asked the Board to give permission for work to begin upon receipt of the partially executed contract.

## 8. Commissioners' Actions

- a. **Authorizing the creation of a full-time, fully grant-funded, Microbiologist position, through June 30, 2021 for the Massachusetts Alternative Septic System Test Center (MASSTC), in the Health and Environment Department, as recommended by the County Hiring Committee**

*Motion by Commissioner Beaty to authorize the creation of a full-time, fully grant-funded, Microbiologist position, through June 30, 2021 for the Massachusetts Alternative Septic System Test Center (MASSTC), in the Health and Environment Department, as recommended by the County Hiring Committee, 2nd by Commissioner Flynn, approved 3-0-0*

Mr. Baumgaertel described the duties of the position to the Board.

- b. **Ratifying the creation and emergency hire of new COVID-19 Code Enforcement Inspector positions, providing comprehensive COVID-19 related public health and environmental services during summer months in Barnstable County, as requested by the County Health and Environment Department Director**

*Motion by Commissioner Beaty to ratify the creation and emergency hire of new COVID-19 Code Enforcement Inspector positions, providing comprehensive COVID-19 related public health and environmental services during summer months in Barnstable County, as requested by the County Health and Environment Department Director, 2nd by Commissioner Flynn, approved 3-0-0*

Mr. O'Brien and Mr. Yunits explained the source of funding for the position and its duties. The Board discussed the coordination of the position with town officials.

- c. Ratifying an emergency hire for the fully grant funded, vacant part-time Tobacco Control Health Educator/Inspector position, providing comprehensive tobacco regulation guidance and education to local retailers and municipalities served by the Cape Cod Regional Tobacco Control Program (CCRTCP), as requested by the County Health and Environment Department Director**

*Motion by Commissioner Beaty to ratify an emergency hire for the fully grant funded, vacant part-time Tobacco Control Health Educator/Inspector position, providing comprehensive tobacco regulation guidance and education to local retailers and municipalities served by the Cape Cod Regional Tobacco Control Program (CCRTCP), as requested by the County Health and Environment Department Director, 2nd by Commissioner Flynn, approved 3-0-0*

- d. Authorizing a certification that a copy of Layout 8699 (Alteration), dated March 25, 2020, attesting that the Massachusetts Department of Transportation, Highway Division, acting under the provisions of Chapter 6C and Chapter 81 of the General Laws, has altered the location of sections of State Highway in the Town of Bourne, has been filed in the Office of the County Commissioners**

*Motion by Commissioner Beaty to authorize a certification that a copy of Layout 8699 (Alteration), dated March 25, 2020, attesting that the Massachusetts Department of Transportation, Highway Division, acting under the provisions of Chapter 6C and Chapter 81 of the General Laws, has altered the location of sections of State Highway in the Town of Bourne, has been filed in the Office of the County Commissioners, 2nd by Commissioner Flynn, approved 3-0-0*

- e. Authorizing the execution of an agreement for a grant from the United States Department of Justice, Office of Justice Programs, in the amount of \$58,008.00 to the County's Cape Cod Center for Public Safety Training, for the project entitled COVID-19: Response and Prevention Efforts for First Responders and the Public on Cape Cod, for a period from June 5, 2020 through January 31, 2022**

*Motion by Commissioner Beaty to authorize the execution of an agreement for a grant from the United States Department of Justice, Office of Justice Programs, in the amount of \$58,008.00 to the County's Cape Cod Center for Public Safety Training, for the project entitled COVID-19: Response and Prevention Efforts for First Responders and the Public on Cape Cod, for a period from June 5, 2020 through January 31, 2022, 2nd by Commissioner Flynn, approved 3-0-0*

Mr. Burt described the application process for the grant. He explained the funding would be used to create a more permanent mobile station to respond to emergencies and purchase personal protective equipment.

- f. Authorizing the execution of an agreement for a renewal grant, in the amount of \$152,648.00, from the United States Department of Housing and Urban Development (HUD) to the County Human Services Department, for Continuum of Care (CoC) Homeless Management Information Systems (HMIS) & Coordinated Entry Systems (CES) Projects, for a period from July 1, 2020 through October 31, 2021**

*Motion by Commissioner Beaty to authorize the execution of an agreement for a renewal grant, in the amount of \$152,648.00, from the United States Department of Housing and Urban Development (HUD) to the County Human Services Department, for Continuum of Care (CoC) Homeless Management Information Systems (HMIS) & Coordinated Entry Systems (CES) Projects, for a period from July 1, 2020 through October 31, 2021, 2nd by Commissioner Flynn, approved 3-0-0*

- g. Authorizing the execution of an amendment to an agreement for a grant, executed July 18, 2018, from the United States Department of Commerce, Economic Development Administration, in the amount of \$140,000.00, to support the development and implementation of the Comprehensive Economic Development Strategy (CEDS) for Cape Cod, for a period from July 1, 2019 through June 30, 2021, to provide the third year of funding in the amount of \$70,000.00**

*Motion by Commissioner Beaty to authorize the execution of an amendment to an agreement for a grant, executed July 18, 2018, from the United States Department of Commerce, Economic Development Administration, in the amount of \$140,000.00, to support the development and implementation of the Comprehensive Economic Development Strategy (CEDS) for Cape Cod, for a period from July 1, 2019 through June 30, 2021, to provide the third year of funding in the amount of \$70,000.00, 2nd by Commissioner Flynn, approved 3-0-0*

Chairman Bergstrom and Commissioner Beaty highlighted the work of County staff to secure grant funds for the Cape.

- h. Authorizing the execution of an amendment to a contract with Foth Economic Development Administration Infrastructure & Environment LLC, executed May 28, 2019, to provide consultant support services for the County Dredge, for the amount of \$116,430.00, for a period from May 28, 2019 through November 28, 2020, for 1) Additional Pre- & Post-Dredge Hydrographic surveys, plan preparation, electronic line file preparation for dredging, and volume calculations for 2019-2020 season; and 2) continuation of On-Call Services through November 28, 2020**

*Motion by Commissioner Beaty to authorize the execution of an amendment to a contract with Foth Economic Development Administration Infrastructure & Environment LLC, executed May 28, 2019, to provide consultant support services for the County Dredge, for the amount of \$116,430.00, for a period from May 28, 2019 through November 28, 2020, for 1) Additional Pre- & Post-Dredge Hydrographic surveys, plan preparation, electronic line file preparation for dredging, and volume calculations for 2019-2020 season; and 2) continuation of On-Call Services through November 28, 2020, 2nd by Commissioner Flynn, approved 3-0-0*

- i. Authorizing the renewal of a contract with B&B Electric, executed September 11, 2019, for On Call Electrical Maintenance and Repair, for a period from August 15, 2019 through June 30, 2020, with the option to renew for one (1) additional year, under the same terms and conditions of the original contract, for the period of one (1) additional year, from July 1, 2020 through June 30, 2021**

*Motion by Commissioner Beaty to authorize the renewal of a contract with B&B Electric, executed September 11, 2019, for On Call Electrical Maintenance and Repair, for a period from August 15, 2019 through June 30, 2020, with the option to renew for one (1) additional year, under the same terms and conditions of the original contract, for the period of one (1) additional year, from July 1, 2020 through June 30, 2021, 2nd by Commissioner Flynn, approved 3-0-0*

- j. Authorizing the renewal of contracts, executed December 20, 2019, with Barbarian USA Inc.; Printing Supplies USA, LLC; Supplies Outlet; and The Tree House, Inc., for the supply and delivery of toners, for a period from December 18, 2019 through June 30, 2020, with an option to renew for one (1) additional year, under the same terms and conditions of the original contract, for the period of one (1) additional year, from July 1, 2020 through June 30, 2021**

*Motion by Commissioner Beaty to authorize the renewal of contracts, executed December 20, 2019, with Barbarian USA Inc.; Printing Supplies USA, LLC; Supplies Outlet; and The Tree House, Inc., for the supply and delivery of toners, for a period from December 18, 2019 through June 30, 2020, with an option to renew for one (1) additional year, under the same terms and conditions of the original contract, for the period of one (1) additional year, from July 1, 2020 through June 30, 2021, 2nd by Commissioner Flynn, approved 3-0-0*

- k. Authorizing the renewal of a contract with FinePoint Associates LLC, executed May 31, 2019, to provide monitoring for Barnstable County HOME Consortium projects, for an amount not to exceed \$22,500.00 annually, for a period from July 1, 2019 through June 30, 2020, with two (2) one-year options to renew, under the same terms and conditions of the original contract, for the period of one (1) additional year, from July 1, 2020 through June 30, 2021**

*Motion by Commissioner Beaty to authorize the renewal of a contract with FinePoint Associates LLC, executed May 31, 2019, to provide monitoring for Barnstable County HOME Consortium projects, for an amount not to exceed \$22,500.00 annually, for a period from July 1, 2019 through June 30, 2020, with two (2) one-year options to renew, under the same terms and conditions of the original contract, for the period of one (1) additional year, from July 1, 2020 through June 30, 2021, 2nd by Commissioner Flynn, approved 3-0-0*

- l. Authorizing the renewal of a contract with Grouper Marketing & Creative, executed May 20, 2019, for marketing consulting services to Children's Cove, for a period through June 30, 2020, with the option to renew for two (2) additional, one-year periods, under the same terms and conditions of the original contract, for the period of one (1) additional year, from July 1, 2020 through June 30, 2021**

*Motion by Commissioner Beaty to authorize the renewal of a contract with Grouper Marketing & Creative, executed May 20, 2019, for marketing consulting services to Children's Cove, for a period through June 30, 2020, with the option to renew for two (2) additional, one-year periods, under the same terms and conditions of the original contract, for the period of one (1) additional year, from July 1, 2020 through June 30, 2021, 2nd by Commissioner Flynn, approved 3-0-0*

- m. Authorizing the renewal of a contract with Grouper Marketing & Creative, executed December 4, 2019, for marketing consulting services to the County Department of Human Services, for a period through June 30, 2020, with the option to renew for two (2) additional, one-year periods, under the same terms and conditions of the original contract, for the period of one (1) additional year, from July 1, 2020 through June 30, 2021**

*Motion by Commissioner Beaty to authorize the renewal of a contract with Grouper Marketing & Creative, executed December 4, 2019, for marketing consulting services to the County Department of Human Services, for a period through June 30, 2020, with the option to renew for two (2) additional, one-year periods, under the same terms and conditions of the original contract, for the period of one (1) additional year, from July 1, 2020 through June 30, 2021, 2nd by Commissioner Flynn, approved 3-0-0*

- n. Authorizing the renewal of a contract with Vision 33, executed June 16, 2016, for implementation, configuration and related services for hosted Accela software, for a period from June 16, 2016 through June 15, 2018, with the option to renew for two (2) additional two-year periods, under the same terms and conditions of the original contract pending appropriation, for the period of two (2) additional years, from June 29, 2020 through June 29, 2022**

*Motion by Commissioner Beaty to authorize the renewal of a contract with Vision 33, executed June 16, 2016, for implementation, configuration and related services for hosted Accela software, for a period from June 16, 2016 through June 15, 2018, with the option to renew for two (2) additional two-year periods, under the same terms and conditions of the original contract pending appropriation, for the period of two (2) additional years, from June 29, 2020 through June 29, 2022, 2nd by Commissioner Flynn, approved 3-0-0*

**o. Authorizing the execution of Certificates for Dissolving Septic Betterments**

*Motion by Commissioner Beaty to authorize the execution of Certificates for Dissolving Septic Betterments, 2nd by Commissioner Flynn, approved 3-0-0*

**9. Commissioners' Reports**

No Commissioners provided a report at this meeting.

**10. County Administrator and Staff Reports**

Mr. Yunits and the County Staff provided no reports at this meeting.

**11. Adjournment**

*Barnstable, ss. at 11:28 A.M. on this seventeenth day of June\_A.D. 2020, Commissioner Beaty made a motion to adjourn, 2nd by Commissioner Flynn, approved 3-0-0*

**List of Documents:**

- Draft minutes of the Board of Regional Commissioners' Regular Meeting on June 3, 2020
- A Response to The Final Report of The President's Task Force on 21st Century Policing by the Massachusetts Chiefs of Police Association and the Massachusetts Major Chiefs dated September 2015
- Support Letter from the County Board of Regional Commissioners to the Massachusetts Executive Office of Energy and Environmental Affairs, Municipal Vulnerability Preparedness Center (MVP) Program, dated June 11, 2020, for the Town of Barnstable's application for a Municipal Vulnerability Action Grant
- Proposed Ordinance 20-\_\_, To authorize the County to enter into a License Agreement with the Cape Cod Chapter of the New England Mountain Bike Association (NEMBA), on a portion of Barnstable County property near the intersection of Route 132/Phinneys Lane for a bicycle path
- Barnstable County Job Description for a Microbiologist position for the Massachusetts Alternative Septic System Test Center (MASSTC), in the Health and Environment Department
- Barnstable County Job Description for a COVID-19 Code Enforcement Inspector positions, in the Health and Environment Department
- Barnstable County Job Description for a Tobacco Control Health Educator/Inspector, in the Health and Environment Department
- Correspondence dated May 20, 2020 from the Massachusetts Department of Transportation, Highway Division, Right of Way Bureau, to Commissioner Ronald R. Beaty regarding Bourne, Layout 8699 (Alteration), dated March 25, 2020, Parcels 7-2, 17-5, 17-6, 17-8, 17-9, 17-10, 17-11, 17-E-I, 17-E-I-T, 17-PUE-3, 17-PUE-4, ETC.
- Agreement for a renewal grant, in the amount of \$152,648.00, from the United States Department of Housing and Urban Development (HUD) to the County Human Services Department, for Continuum of Care (CoC) Homeless Management Information Systems (HMIS) & Coordinated Entry Systems (CES) Projects, for a period from July 1, 2020 through October 31, 2021
- Amendment to an agreement for a grant, executed July 18, 2018, from the United States Department of Commerce, Economic Development Administration, in the amount of \$140,000.00, to support the development and implementation of the Comprehensive Economic Development Strategy (CEDS) for Cape Cod, for a period from July 1, 2019 through June 30, 2021, to provide the third year of funding in the amount of \$70,000.00
- Agreement for a grant, executed July 18, 2018, from the United States Department of Commerce, Economic Development Administration, in the amount of \$140,000.00, to support the development and implementation of the Comprehensive Economic Development Strategy (CEDS) for Cape Cod, for a period from July 1, 2019 through June 30, 2021
- Amendment to a contract with Foth Economic Development Administration Infrastructure & Environment LLC, executed May 28, 2019, to provide consultant support services for the County Dredge, for the amount of \$116,430.00, for a period from May 28, 2019 through November 28, 2020, for 1) Additional Pre- & Post-Dredge Hydrographic surveys, plan

preparation, electronic line file preparation for dredging, and volume calculations for 2019-2020 season; and 2) continuation of On-Call Services through November 28, 2020

- Contract with Foth Economic Development Administration Infrastructure & Environment LLC, executed May 28, 2019, to provide consultant support services for the County Dredge, for the amount of \$116,430.00, for a period from May 28, 2019 through November 28, 2020
- Renewal of a contract with B&B Electric, executed September 11, 2019, for On Call Electrical Maintenance and Repair, for a period from August 15, 2019 through June 30, 2020, with the option to renew for one (1) additional year, under the same terms and conditions of the original contract, for the period of one (1) additional year, from July 1, 2020 through June 30, 2021
- Contract with B&B Electric, executed September 11, 2019, for On Call Electrical Maintenance and Repair, for a period from August 15, 2019 through June 30, 2020, with the option to renew for one (1) additional year
- Contracts, executed December 20, 2019, with Barbarian USA Inc.; Printing Supplies USA, LLC; Supplies Outlet; and The Tree House, Inc., for the supply and delivery of toners, for a period from December 18, 2019 through June 30, 2020, with an option to renew for one (1) additional year
- Contract with FinePoint Associates LLC, executed May 31, 2019, to provide monitoring for Barnstable County HOME Consortium projects, for an amount not to exceed \$22,500.00 annually, for a period from July 1, 2019 through June 30, 2020, with two (2) one-year options to renew
- Contract with Grouper Marketing & Creative, executed May 20, 2019, for marketing consulting services to Children's Cove, for a period through June 30, 2020, with the option to renew for two (2) additional, one-year periods
- Contract with Grouper Marketing & Creative, executed December 4, 2019, for marketing consulting services to the County Department of Human Services, for a period through June 30, 2020, with the option to renew for two (2) additional, one-year periods
- Contract with Vision 33, executed June 16, 2016, for implementation, configuration and related services for hosted Accela software, for a period from June 16, 2016 through June 15, 2018, with the option to renew for two (2) additional two-year periods
- Memorandum dated June 12, 2020 to the Board of the Regional Commissioners from Community Septic Management Loan Program with the subject Certificates for Dissolving Septic Betterments

Approved, Board of Regional Commissioners:

  
Ronald Bergstrom, Chair

  
Mary Pat Flynn, Vice-Chair

  
Ronald R. Beaty, Commissioner

6/24/2020  
Date

The foregoing records have been read and approved, June 24, 2020

A true copy, attest:

  
  
Janice O'Connell, Regional Clerk

**BARNSTABLE COUNTY**

**In the Year Two Thousand Twenty**

**Ordinance 20-08**

**The Cape Cod Regional Government, known as Barnstable County, hereby ordains;**

To add to the County's operating budget for Fiscal Year 2020, as enacted in Ordinance No. 19-04, by making a supplemental appropriation for legal expenses related to review and analysis of proposed solar leases for the county for the Fiscal Year two-thousand and twenty.

Section 1.

The sum set forth in section one, for the purpose set forth therein and subject to the conditions set forth in sections five through twelve of Barnstable County Ordinance 19-04, is hereby appropriated as a supplemental appropriation for Barnstable County for the fiscal year ending June thirtieth, two thousand and twenty. Said funds shall be derived from the Unreserved Fund Balance.

<u>Budget #</u>	<u>Sub-Program</u>	<u>Group</u>	<u>\$ Amount</u>
0019102	5235 - Legal Services Solar Lease Review and Analysis	2	\$25,000
TOTAL SUPPLEMENTAL APPROPRIATION			\$25,000

Adopted by the Assembly of Delegates on June 17, 2020



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E. Suzanne McAuliffe, Speaker  
Assembly of Delegates

Approved by the Board of County Commissioners on June 24, 2020



Ronald Bergstrom, Chairman  
Board of Regional Commissioners

COMMONWEALTH OF MASSACHUSETTS

BARNSTABLE, SS.

At a regular meeting of the Barnstable County Board of Regional Commissioners, on the twenty-fourth day of June, A.D. 2020, held through remote participation pursuant to Massachusetts Governor Charles D. Baker's Order Suspending Certain Provisions of the Open Meeting Law on March 12, 2020, motion by Commissioner Beaty to approve Ordinance 20-08, To add to the County's operating budget for Fiscal Year 2020, as enacted in Ordinance No. 19-04, by making a supplemental appropriation for legal expenses related to review and analysis of proposed solar leases for the county for the Fiscal Year two-thousand and twenty, pursuant to Section 3 – 8 of the Barnstable County Home Rule Charter, 2nd by Commissioner Flynn, approved 3-0-0

Ronald Bergstrom, Chair: Y

Mary Pat Flynn, Vice-Chair: Y

Ronald R. Beaty, Commissioner: Y

A true copy, Attest, June 24, 2019

  
Barnstable County Regional Clerk





# Department of Environmental Protection

One Winter Street Boston, MA 02108 • 617-292-5500

Charles D. Baker  
Governor

Karyn E. Polito  
Lieutenant Governor

Kathleen A. Theoharides  
Secretary

Martin Suuberg  
Commissioner

June 15, 2020

Mr. Michael Maguire  
Extension Director  
Barnstable County-Cape Cod Cooperative Extension  
P.O. Box 367  
Barnstable, MA 02630

Dear Mr. Maguire:

I am pleased to inform you that the Massachusetts Department of Environmental Protection (MassDEP) is awarding Barnstable County a three-year extension of the Host Community Grant for the Municipal Assistance Coordinator in the Southeast 1 District. The award is based on the application and subsequent grant award to Barnstable County under MassDEP's solicitation BD-17-1045 in May 2017. That grant provided for a three-year extension, by mutual consent. Funding for this grant comes from the Sustainable Materials Recovery Program established under the Green Communities Act and governed by 310 CMR 19.300.

The attached Scope of Services contains the terms and conditions of the grant and budget. Funding is provided for salary, administrative overhead and associated costs for Ms. Kari Parcell who serves as the Municipal Assistance Coordinator for the Southeast 1 District. The term of this grant is July 1, 2020 to June 30, 2023.

The maximum obligation for the Host Community Grant in FY2021 is \$82,533 as itemized below. **Effective July 1, 2020, Ms. Parcell's hourly rate of pay will be \$36.00 per hour.**

- Coordinator Salary: \$64,800 (\$36.00 x 1800 hours per year)
- Host Admin/Office/Health: \$ 9,000
- Travel/equipment: \$ 2,875
- Cell phone Allowance: \$ 900
- Social Security/Medicare: \$ 4,958

This information is available in alternate format. Contact Michelle Waters-Ekanem, Director of Diversity/Civil Rights at 617-292-5751.

TTY# MassRelay Service 1-800-439-2370

MassDEP Website: [www.mass.gov/dep](http://www.mass.gov/dep)

Printed on Recycled Paper

To accept this grant, please sign and date the attached Grant Scope of Work and return a digital copy to Brooke Nash at [brooke.nash@mass.gov](mailto:brooke.nash@mass.gov). Once MassDEP has signed the Scope we'll return a fully executed copy for your files.

Should you have any questions, please don't hesitate to contact Brooke Nash at [brooke.nash@mass.gov](mailto:brooke.nash@mass.gov).

Sincerely,

A handwritten signature in black ink that reads "John Fischer". The signature is written in a cursive style with a large initial "J" and "F".

John Fischer  
Deputy Division Director, Solid Waste Materials Management

cc: Kari Parcell  
Brooke Nash, MassDEP

**Municipal Assistance Host Community Grant Between Barnstable County**  
**&**  
**Massachusetts Department of Environmental Protection**

**Grant Extension: FY21- FY23**  
**Scope of Work and Budget**

This Scope of Work shall cover the period of July 1, 2020 through June 30, 2023.

**Background:** On June 12, 2017 the Massachusetts Department of Environmental Protection (MassDEP) awarded Barnstable County a grant to serve as the Host Community for the Municipal Assistance Coordinator in Southeast District 1. This award was based on the application that Barnstable County submitted in response to MassDEP’s solicitation BD-17-1045 under the Sustainable Materials Recovery Program. The grant was awarded for a period of 3 years ending June 30, 2020 with an option for a 3-year extension, by mutual agreement, ending June 30, 2023. Barnstable County and MassDEP are entering into this agreement for up to 3 additional years to carry out the scope of work in the original grant, as described below. Annually, MassDEP will provide Barnstable County with a new grant budget for the subsequent year. Grant funds will be used to compensate the Municipal Assistance Coordinator and cover other allowable expenses as described in the Host Responsibilities section below.

**Overview:** Barnstable County (hereinafter “Host”) shall compensate **Kari Parcell** for performance of duties as a Municipal Assistance Coordinator (“Coordinator”). Should the existing Coordinator leave the position during the course of this grant, MassDEP will assist the Host in soliciting applicants and selecting a qualified candidate to fill the position in a mutually agreeable timeframe. The Municipal Assistance Coordinator will provide technical assistance and support to municipalities to increase recycling, composting, and reuse, reduce the toxicity of the waste stream and foster regional cooperation and innovative approaches to waste reduction. The **Coordinator** will work with the communities in **Attachment A – (List of District Communities)**.

The **Coordinator** will act under the supervision of MassDEP and will conduct various activities targeted at helping municipalities establish and maintain effective recycling and waste reduction programs. In addition, through MassDEP’s Sustainable Materials Recovery Program, the **Coordinator** will be assigned to work with grantees (municipalities and regional groups) to assist with the implementation of selected waste reduction initiatives. The **Coordinator** shall also provide assistance to the Host on matters relating to solid waste management, recycling, composting, hazardous household waste, and other items as approved by MassDEP.

**Host Responsibilities**

- 1) Indicate the employment status between the Host and the Coordinator (Kari Parcell). Check one box below:

**Contractor:** the Coordinator shall be paid as a Contractor. As such, the Coordinator will pay self-employment tax (Social Security and Medicare). The Coordinator will document payment of self-employment tax to the Host when requesting reimbursement.

**Employee:** the Coordinator shall be paid as an employee of the Host Community. The Host shall be responsible for payment of the employer portion of Social Security and Medicare.

- 2) Provide the Coordinator with a workspace and access to, or reimbursement for, office supplies, postage, voice mail, internet access, computer and peripherals. If the Host and Coordinator agree that the Coordinator will work exclusively from a home office, the Host shall reimburse Coordinator for the above documented costs on a monthly basis.
- 3) Receive invoices or timesheets from **Coordinator** and provide bi-weekly compensation (preferably by direct deposit) as per terms described below.
  - a) The grant provides for a maximum of 1,800 hours per fiscal year (July 1-June 30) to be worked by the Coordinator. The Host shall invoice MassDEP monthly, in arrears, for the actual hours worked by the Coordinator during the previous month. An hourly rate of \$36.00 has been established to cover the salary of the Coordinator for a total of \$64,800 in FY2021.
  - b) Exactly \$750 per month (\$9,000 per year) has been allocated for Host administrative expenses, Coordinator office expenses (described in item 2 above), and any benefits as agreed to by the Host. The Host shall invoice MassDEP \$750 per month for this line item.
  - c) Up to \$2,875 per year for travel and related expenses of the Coordinator (parking, tolls, pre-approved conference/workshop fees) and, as pre-approved by MassDEP, the purchase of durable office equipment and other approved expenses when needed. The Host shall reimburse the Coordinator for personal vehicle mileage as required to fulfill the responsibilities of the position. MassDEP reserves the right to transfer durable office equipment purchased from these funds (e.g., computers, printers, fax machines, etc.) to another Host should this grant be terminated for any reason.
  - d) Up to \$4,958 (7.65% of earnings) for Social Security and Medicare in FY2021. This expense will either be paid by the Host on behalf of the Coordinator in a Host/Employee relationship or the Host will reimburse the Coordinator for self-employment tax paid (up to \$4,958) in a Host/Contractor relationship. The Host shall invoice MassDEP not less than quarterly for this expenditure.
  - e) \$900 cellphone allowance, billable at \$75 per month to MassDEP.
- 4) Submit a monthly invoice to MassDEP for items a), b) and e) above. Invoice MassDEP at least quarterly for items c) and d) above. Invoices must be received no later than 20 days after the close of the monthly billing period unless advance arrangement is made with MassDEP.

**Grant Budget for FY2021 (year ending June 30, 2021)**

The maximum obligation for the Host Community grant in FY21 is **\$82,533** as itemized below:

Coordinator Salary:	\$64,800 (\$36.00/hour up to 1800 hours)
Host Admin/Office/Health:	\$ 9,000 (\$750 per month x 12 months)
Travel/equipment:	\$ 2,875
Cell Phone Allowance	\$ 900 (\$75 per month x 12 months)
Social Security/Medicare:	\$ 4,958 (7.65% of earned salary)

**Grant Budget for FY2022 and FY2023:** Coordinator salary and grant budget will be provided to Host by MassDEP no less than 30 days prior to start of fiscal year.

**Attachment A: List of District Communities**

IN WITNESS WHEREOF, **Barnstable County** hereby accepts the Host Community Grant and Scope of Work:

  
Signature

6/24/2020  
Date

Ronald Bergstrom, Barnstable County Commissioner- Chair

The **Massachusetts Department of Environmental Protection** hereby approves the Host Community Grant and Scope of Work:

\_\_\_\_\_  
Name (please print)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## Attachment A

<b>Southeast 1 District Communities</b>
Aquinnah (Gay Head)
Barnstable
Bourne
Brewster
Chatham
Chilmark
Dennis
Eastham
Edgartown
Falmouth
Gosnold
Harwich
Mashpee
Nantucket
Oak Bluffs
Orleans
Provincetown
Sandwich
Tisbury
Truro
Wellfleet
West Tisbury
Yarmouth

COMMONWEALTH OF MASSACHUSETTS

BARNSTABLE, SS.

At a regular meeting of the Barnstable County Board of Regional Commissioners, on the twenty-fourth day of June, A.D. 2020, held through remote participation pursuant to Massachusetts Governor Charles D. Baker's Order Suspending Certain Provisions of the Open Meeting Law on March 12, 2020, motion by Commissioner Beaty to authorize the execution of an agreement for the extension of a grant from the Massachusetts Department of Environmental Protection to the Cape Cod Cooperative Extension, awarded June 12, 2017, in the amount of \$221,670.18, to support a Municipal Assistance Coordinator, for the period of July 1, 2017 through June 30, 2020, with an option for a 3-year extension by mutual agreement, through June 30, 2023 with a maximum amount of \$82,533 available in Fiscal Year 2021, 2nd by Commissioner Flynn, approved 3-0-0

Ronald Bergstrom, Chair: Y

Mary Pat Flynn, Vice-Chair: Y

Ronald R. Beaty, Commissioner: Y

A true copy, Attest, June 24, 2020

  
Barnstable County Regional Clerk



# COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



This form is jointly issued and published by the Office of the Comptroller (CTR), the Executive Office for Administration and Finance (ANF), and the Operational Services Division (OSD) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. The Commonwealth deems void any changes made on or by attachment (in the form of addendum, engagement letters, contract forms or invoice terms) to the terms in this published form or to the [Standard Contract Form Instructions](#), [Contractor Certifications](#) and [Commonwealth Terms and Conditions](#) which are incorporated by reference herein. Additional non-conflicting terms may be added by Attachment. Contractors are required to access published forms at CTR Forms: <https://www.macomptroller.org/forms>. Forms are also posted at OSD Forms: <https://www.mass.gov/lists/osd-forms>.

<b>CONTRACTOR LEGAL NAME:</b> : County of Barnstable (and d/b/a):		<b>COMMONWEALTH DEPARTMENT NAME:</b> Executive Office of Elder Affairs MMARS Department Code: ELD	
<b>Legal Address: (W-9, W-4):</b> 3195 Main St., Barnstable, MA. 02630-1105		<b>Business Mailing Address:</b> 1 Ashburton Place Room 517, Boston, MA. 02108	
<b>Contract Manager:</b> Quan Tobey	<b>Phone:</b> 1-508-375-6965	<b>Billing Address (if different):</b>	
<b>E-Mail:</b> <a href="mailto:quan.tobey@barnstablecounty.org">quan.tobey@barnstablecounty.org</a>	<b>Fax:</b> 1-508-375-6887	<b>Contract Manager:</b> Neil Petrocelli	<b>Phone:</b> 1-617-222-7427
<b>Contractor Vendor Code:</b> VC6000194979		<b>E-Mail:</b> <a href="mailto:neil.petrocelli@state.ma.us">neil.petrocelli@state.ma.us</a>	<b>Fax:</b> 1-617-727-9368
<b>Vendor Code Address ID (e.g. "AD001"):</b> AD001 (Note: The Address ID must be set up for EFT payments.)		<b>MMARS Doc ID(s):</b> CT ELD 0364SHINEPROGRAM2014barn	
		<b>RFR/Procurement or Other ID Number:</b> ELD-RFR-2013-03	
<input type="checkbox"/> <b>NEW CONTRACT</b>		<input checked="" type="checkbox"/> <b>CONTRACT AMENDMENT</b>	
<b>PROCUREMENT OR EXCEPTION TYPE: (Check one option only)</b> <input type="checkbox"/> <b>Statewide Contract</b> (OSD or an OSD-designated Department) <input type="checkbox"/> <b>Collective Purchase</b> (Attach OSD approval, scope, budget) <input type="checkbox"/> <b>Department Procurement</b> (includes all Grants - <a href="#">815 CMR 2.00</a> ) (Solicitation Notice or RFR, and Response or other procurement supporting documentation) <input type="checkbox"/> <b>Emergency Contract</b> (Attach justification for emergency, scope, budget) <input type="checkbox"/> <b>Contract Employee</b> (Attach <a href="#">Employment Status Form</a> , scope, budget) <input type="checkbox"/> <b>Other Procurement Exception</b> (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)		Enter <b>Current Contract End Date</b> <i>Prior</i> to Amendment <b>June 30, 2020</b> . Enter <b>Amendment Amount:</b> \$ <u>69,092.00</u> (or "no change") <b>AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.)</b> <input checked="" type="checkbox"/> <b>Amendment to Date, Scope or Budget</b> (Attach updated scope and budget) <input type="checkbox"/> <b>Interim Contract</b> (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> <b>Contract Employee</b> (Attach any updates to scope or budget) <input type="checkbox"/> <b>Other Procurement Exception</b> (Attach authorizing language/justification and updated scope and budget)	
The Standard Contract Form Instructions, Contractor Certifications and the following Commonwealth Terms and Conditions document is incorporated by reference into this Contract and are legally binding: (Check ONE option): <input type="checkbox"/> <a href="#">Commonwealth Terms and Conditions</a> <input checked="" type="checkbox"/> <a href="#">Commonwealth Terms and Conditions For Human and Social Services</a>			
<b>COMPENSATION:</b> (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under <a href="#">815 CMR 9.00</a> . <input type="checkbox"/> <b>Rate Contract.</b> (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input checked="" type="checkbox"/> <b>Maximum Obligation Contract.</b> Enter total maximum obligation for total duration of this contract (or <i>new</i> total if Contract is being amended). \$ <u>557,236.70</u>			
<b>PROMPT PAYMENT DISCOUNTS (PPD):</b> Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting <b>accelerated</b> payments must identify a PPD as follows: Payment issued within 10 days <input type="checkbox"/> % PPD; Payment issued within 15 days <input type="checkbox"/> % PPD; Payment issued within 20 days <input type="checkbox"/> % PPD; Payment issued within 30 days <input type="checkbox"/> % PPD. If PPD percentages are left blank, identify reason: <input checked="" type="checkbox"/> agree to standard 45 day cycle <input type="checkbox"/> statutory/legal or Ready Payments ( <a href="#">M.G.L. c. 29, § 23A</a> ); <input type="checkbox"/> only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
<b>BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT:</b> (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) Amendment is for the extension of contract until June 30, 2021 and the funding of the SHINE program for SFY21 funded at 100% of SFY 20 level. Funding of this contract is subject to appropriation and can change. Any unspent balance of SFY20 dollars will result in an offset of funding of the SFY21 allocation.			
<b>ANTICIPATED START DATE:</b> (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input type="checkbox"/> 1. may be incurred as of the Effective Date (latest signature date below) and <b>no</b> obligations have been incurred <b>prior</b> to the Effective Date. <input checked="" type="checkbox"/> 2. may be incurred as of <u>July 1, 2020</u> , a date <b>LATER</b> than the Effective Date below and <b>no</b> obligations have been incurred <b>prior</b> to the Effective Date. <input type="checkbox"/> 3. were incurred as of _____, 20____, a date <b>PRIOR</b> to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
<b>CONTRACT END DATE:</b> Contract performance shall terminate as of <u>June 30, 2021</u> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
<b>CERTIFICATIONS:</b> Notwithstanding verbal or other representations by the parties, the " <b>Effective Date</b> " of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, this Standard Contract Form, the Standard Contract Form Instructions, Contractor Certifications, the applicable Commonwealth Terms and Conditions, the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in <a href="#">801 CMR 21.07</a> , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
<b>AUTHORIZING SIGNATURE FOR THE CONTRACTOR:</b> X: <u>Ronald Bergstrom</u> Date: <u>6/24/2020</u> (Signature and Date Must Be Handwritten At Time of Signature)		<b>AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:</b> X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature)	
Print Name: <u>Ronald Bergstrom Mary Pat Flynn Ronald R. Beaty</u> Print Title: <u>Barnstable County Commissioners</u>		Print Name: <u>Peggy Conneely</u> Print Title: <u>Director of Accounting and Contracts</u>	

COMMONWEALTH OF MASSACHUSETTS

BARNSTABLE, SS.

At a regular meeting of the Barnstable County Board of Regional Commissioners, on the twenty-fourth day of June, A.D. 2020, held through remote participation pursuant to Massachusetts Governor Charles D. Baker's Order Suspending Certain Provisions of the Open Meeting Law on March 12, 2020, motion by Commissioner Beaty to authorize the execution of an amendment to an agreement for a grant from the Massachusetts Executive Office of Elder Affairs, awarded July 1, 2013 to the County Human Services Department, to support the Serving Health Insurance Needs of Everyone (SHINE) Program, awarding \$69,092.00 in additional funding, and extending the period of performance through June 30, 2021, 2nd by Commissioner Flynn, approved 3-0-0

Ronald Bergstrom, Chair: Y

Mary Pat Flynn, Vice-Chair: Y

Ronald R. Beaty, Commissioner: Y

A true copy, Attest, June 24, 2020

 *Janice O'Connell*  
Barnstable County Regional Clerk

## MEMORANDUM

To: Irene Hamman, Barnstable County  
From: Attorney Michael Dutton  
Date: December 4, 2018  
Re: HOME Consortium documents / Terrapin Ridge project, Sandwich

You have asked me to provide a brief description of each document that requires signature from the Barnstable County Commissioners, including the purpose of each and a short plain-English description of each document's intent. Below, I have given a brief description of the documents requiring Commissioners' signature, as well as a description of the documents we produce which do not require their signatures.

**Lender Advisor Agreement.** On large projects, where there are multiple lenders and equity investors, a company is hired by the multiple lenders to track the construction and report progress and problems to the lender group. Essentially, the Advisor looks out for the common interests of the lending group. The Lender Advisor Agreement is the agreement that outlines the work expected of the Advisor, including the types of reports, frequency of reports, initial cost review, change order processing, requisition review, and quality review. While the Lender Advisor is a HUD requirement, this Agreement allows the multiple lenders to track a large project more cost-effectively. **Four signature pages**

**Master Subordination Agreement.** With multiple lenders on a project, it is important to identify whose mortgage takes priority if the developer defaults. The Master Subordination Agreement is the document that defines each lender's priority. It is used in place of multiple agreements among multiple lenders in order to save time, effort, and confusion. Generally, and in the case of the Terrapin Ridge project, the County shares a second priority with other state funded lenders such as Mass Housing and the Department of Housing and Community Development, and MA Affordable Housing Trust. First priority is reserved for the private bank construction and permanent lender who are extending \$11 million and \$3 million respectively. The construction loan will roll over to a permanent, first priority loan from the Cape Cod Five Cents Savings Bank. **Five signature pages and notarized**

**Barnstable HOME Loan Agreement.** The Agreement, in simple terms, outlines the entire transaction as it relates to Barnstable County and the developer. This Agreement is a HUD requirement. **One signature page w/ Witness**

**Affordable Housing Restriction.** This document does not require County signature. It is the document that is filed at the Barnstable Registry of Deeds that ensures that the project's

affordable units are restricted as such. It is often referred to as the “deed restriction.” In the case of the Terrapin Ridge, there are eleven HOME financed units, and all the units in the development are restricted to affordable units. **No signatures required**

**Promissory Note.** This is the borrowers promise to pay. In the event the borrower does not default prior to 2060, the borrower can request an extension of the note for an additional 40 years. This is an incentive to extend the affordability of the units. Absent a request, the borrower will owe the County \$250,000 in July of 2060. Again, the County does not sign this document. **No signatures required**

**HOME Contract.** The HOME contract is required by the federal regulations of the HOME consortium program. It outlines the specific obligations of the developer to report to the County, and the types and frequency of such reports. These reports are then collected and compiled by the County and submitted to HUD. Through this agreement the County agrees to commit the HOME funds and the developer agrees to abide by the affordable restrictions and the document and reporting requirements as stipulated by HUD and the County. **One signature page and notarized**

**Mortgage.** Similar to residential mortgages, the mortgage in this case (\$250,000.00) secures the lender’s (County’s) loan, the restrictive covenants, and the affordability restrictions. The mortgage grants to the County a security interest in the building, fixtures, machinery, etc. **No signature required.**

If you have any questions or need additional information, please feel free to ask.



## **LENDER ADVISOR AGREEMENT**

This Lender Advisor Agreement (this "Agreement"), is made and entered into as of the \_\_\_\_ day of June, 2020, among Resolution Architects (d.b.a. StepONE), with an address at One South Avenue, Natick, Massachusetts, 01760, (the "Advisor"), Eastern Bank with an address at 265 Franklin Street, Boston, Massachusetts 02110, (the "Construction Lender"), Cape Cod Five Cents Savings Bank, with an address at P.O. Box 10, Orleans, Massachusetts 02655 (the "Permanent Lender"), Barnstable County a body politic of the Commonwealth of Massachusetts, acting by and through its County Commissioners, with an address at 3195 Main Street, PO Box 427, Barnstable, Massachusetts 02630 (the "Barnstable County Lender"), Women's Institute Realty, Inc., with an address at 101 Federal Street, Suite 1900, Boston, Massachusetts, 02108 (the "Sponsor"), RBC Community Investments, LLC, with an address at 600 Superior Avenue, Suite 2300, Cleveland, Ohio 44114 (the "Investor"), 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 "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 Community Economic Development Assistance Corporation, a body politic and corporate, duly organized and existing in accordance with Chapter 40H of the Massachusetts General Laws, and Community Economic Development Assistance Corporation, as agent for The Commonwealth of Massachusetts, acting by and through the Department of Housing and Community Development under the Housing Innovations Trust Fund Statute, M.G.L. c. 121E (collectively with the Agent, the "MassDocs Lenders") (collectively with the Permanent Lender, the Barnstable County Lender, the Sponsor, the Investor and the Construction Lender, the "Financing Parties"), and Terrapin Ridge LLC with an address at 101 Federal Street, Suite 1900, Boston, Massachusetts 02110 (the "Borrower").

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### **BACKGROUND**

- A. The Construction Lender has issued a commitment to provide construction and/or permanent financing for a project known as Terrapin Ridge located at 1-31 Terrapin Ridge, Sandwich, Massachusetts (the "Project");
- B. The Permanent Lender has committed to make a permanent first mortgage loan to the Borrower;
- C. The Investor has committed to make an equity investment in Borrower;
- D. The other Financing Parties have also issued commitments to provide construction and/or permanent financing for the Project;

- E. 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
- F. 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 Randy Johnson 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.

**3. Compensation.**

The Borrower will pay the Advisor the sum of \$7,200 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 \$2,050 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:  
RESOLUTION ARCHITECTS (D.B.A. STEPONE)

By:

\_\_\_\_\_  
Name:

Title:

CONSTRUCTION LENDER:  
EASTERN BANK

By:

\_\_\_\_\_  
Name:

Title:

PERMANENT LENDER:

CAPE COD FIVE CENTS SAVINGS BANK

By:

\_\_\_\_\_  
Name:

Title:

AGENT:

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

By:

\_\_\_\_\_  
Name:

Title:

BORROWER:

TERRAPIN RIDGE LLC

By: TERRAPIN RIDGE MM LLC, its Managing Member

BY: WOMEN'S INSTITUTE REALTY, INC., ITS MANAGING MEMBER

By: \_\_\_\_\_

Name: Loni Willey

Title: Chief Operating Officer

**ADVISOR INFORMATION**

Advisor's Tel. No. (508) 315-3666

Advisor's Tax ID No. 81-3627187

Advisor is a minority business enterprise sole proprietor \_\_\_ N

Advisor is a women's business enterprise sole proprietor \_\_\_ N

Advisor is a MA Supplier Diversity Office (SDO) certified minority business enterprise \_\_\_ N

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

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**EXHIBIT A: DISBURSEMENT SCHEDULE**

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**EXHIBIT B: ADVISOR'S FINAL CERTIFICATE**

TO: Eastern Bank; Cape Cod Five Cents Savings Bank; Barnstable County a body politic of the Commonwealth of Massachusetts, acting by and through its County Commissioners; Women's Institute Realty, Inc.; RBC Community Investments, LLC; 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, 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 Community Economic Development Assistance Corporation, a body politic and corporate, duly organized and existing in accordance with Chapter 40H of the Massachusetts General Laws, and Community Economic Development Assistance Corporation, as agent for The Commonwealth of Massachusetts, acting by and through the Department of Housing and Community Development under the Housing Innovations Trust Fund Statute, M.G.L. c. 121E (collectively, the "Financing Parties")

FROM: Resolution Architects (d.b.a. StepONE) (the "Advisor")

RE: Terrapin Ridge, 1-31 Terrapin Ridge, Sandwich, Massachusetts (the "Project")

Terrapin Ridge 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.

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:  
RESOLUTION ARCHITECTS (D.B.A. STEPONE)

By:

\_\_\_\_\_  
Name:

Title:

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**EXHIBIT C: JOINDER TO LENDER ADVISOR AGREEMENT**

\_\_\_\_\_ (the "Additional Financing Party") joins in the execution of the Lender Advisor Agreement dated March \_\_\_\_, 2020 among Resolution Architects (d.b.a. StepONE), Eastern Bank; Cape Cod Five Cents Savings Bank; Barnstable County a body politic of the Commonwealth of Massachusetts, acting by and through its County Commissioners; Women's Institute Realty, Inc.; RBC Community Investments, LLC; 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, 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 Community Economic Development Assistance Corporation, a body politic and corporate, duly organized and existing in accordance with Chapter 40H of the Massachusetts General Laws, and Community Economic Development Assistance Corporation, as agent for The Commonwealth of Massachusetts, acting by and through the Department of Housing and Community Development under the Housing Innovations Trust Fund Statute, M.G.L. c. 121E (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:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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**EXHIBIT D: CONTACT LIST FOR FINANCING PARTIES**

COMPANY/AGENCY: Eastern Bank  
CONTACT PERSON: \_\_\_\_\_  
EMAIL: \_\_\_\_\_

COMPANY/AGENCY: Cape Cod Five Cents Savings Bank  
CONTACT PERSON: Shari Hayes  
EMAIL: shayes@capecodfive.com

COMPANY/AGENCY: Barnstable County  
CONTACT PERSON: Reni Hamman  
EMAIL: Reni.Hamman@barnstablecounty.org

COMPANY/AGENCY: Women's Institute Realty, Inc.  
CONTACT PERSON: \_\_\_\_\_  
EMAIL: \_\_\_\_\_

COMPANY/AGENCY: RBC Community Investments, LLC  
CONTACT PERSON: Kevin Malpass  
EMAIL: kevin.malpass@rbccm.com

COMPANY/AGENCY: Community Economic Development Assistance Corporation  
CONTACT PERSON: Sarah McKeever  
EMAIL: smkeever@cedac.org

COMPANY/AGENCY: Affordable Housing Trust Fund  
CONTACT PERSON: Hana Migliorato  
EMAIL: HMigliorato@masshousing.com

COMPANY/AGENCY: Massachusetts Housing Partnership  
CONTACT PERSON: Sharon Riley  
EMAIL: sharon.riley@mass.gov

BARNSTABLE COUNTY LENDER:  
BARNSTABLE COUNTY

By:

  
Name: Ronald Bergstrom

Title: Barnstable County Commissioner, Chair

SPONSOR:  
WOMEN'S INSTITUTE REALTY, INC.

By:

\_\_\_\_\_  
Name:

Title:

INVESTOR:  
RBC COMMUNITY INVESTMENTS, LLC

By:

\_\_\_\_\_  
Name:

Title:



## **MASTER SUBORDINATION AGREEMENT**

### **Property Address:**

1-31 Terrapin Ridge  
Sandwich, Massachusetts

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This Master Subordination Agreement (this "Agreement") is made as of the \_\_\_\_ day of June, 2020 by and among Eastern Bank, having an address at 265 Franklin Street, Boston, Massachusetts 02110 (the "Construction Lender" and, prior to the Permanent Loan Closing, the "Senior Lender"); The Cape Cod Five Cents Savings Bank, having an address of 19 West Road, Orleans, MA 02653 (the "Permanent Lender", the "AHP Lender" and, subsequent to the Permanent Loan Closing, the "Senior Lender"); 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, having an address at 160 Federal Street, Boston, Massachusetts 02110 (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"); Community Economic Development Assistance Corporation, a body politic and corporate, duly organized and existing in accordance with Chapter 40H of the Massachusetts General Laws with an office at 18 Tremont Street, Suite 500, Boston, Massachusetts 02108 ("CEDAC"); and Community Economic Development Assistance Corporation, having a mailing address of 18 Tremont Street, Suite 500, Boston, Massachusetts 02108, as agent for The Commonwealth of Massachusetts, acting by and through the Department of Housing and Community Development under the Housing Innovations Trust Fund Statute, M.G.L. c. 121E ("HITF") (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 "Pari

Passu Lender"); Women's Institute Realty, Inc., a Massachusetts non-profit corporation, having an address at 101 Federal Street, Suite 1900, Massachusetts 02110 (the "Sponsor"); and Terrapin Ridge LLC, a Massachusetts limited liability company, having an address at 101 Federal Street, Suite 1900, Boston, Massachusetts 02110 (the "Borrower"). The Construction Lender, the AHP Lender, the Pari Passu Lender, the Sponsor and the Participating Lenders are each referred to as a Lender and collectively are referred to as the "Lenders".

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## **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 30 units of housing of which not less than 30 units will be affordable housing (the "Project"), as more fully set forth in the Affordable Housing Restrictions (defined below).
- C. The Construction Lender has agreed to provide a construction loan to the Borrower for the Project in the original principal amount of Eleven Million Dollars (\$11,000,000.00) (the "Construction Loan" and, prior to the Permanent Loan Closing, the "Senior Loan"). The Construction Loan is evidenced and secured by the following documents, each of even date herewith: (a) a Promissory Note in the amount of the Construction Loan (prior to the Permanent Loan Closing, the "Senior Note"), (b) a Construction Loan Agreement, (c) a first priority Mortgage and Security Agreement encumbering the Property (prior to the Permanent Loan Closing, the "Senior Mortgage"), recorded with the Barnstable Registry of Deeds (the "Registry") herewith, and (d) a first priority Collateral Assignment of Leases and Rents encumbering the Property, recorded with the Registry herewith, and (e) such other instruments as may be required by the Construction Lender (prior to the Permanent Loan Closing, 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 \$3,000,000.00 to the Borrower for the Project comprised of the \$500,000.00 loan from AHT to the Borrower under the AHT Program (the "AHT Loan"), the \$1,141,569.00 loan from CEDAC to the Borrower under the HIF Program (the "HIF Loan"), the \$695,730.00 loan from CEDAC to the Borrower under the CBH Program (the "CBH Loan"), and the \$662,701.00 loan

from the Agent Lender to the Borrower under the HSF Program (the "HSF Loan") (the foregoing loans 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 AHT Loan, HIF Loan, CBH Loan and HSF 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 Pari Passu Lender has agreed to provide a subordinate loan to the Borrower for the Project in the original principal amount of Two Hundred Fifty Thousand Dollars (\$250,000.00) (the "Pari Passu Loan"). The Pari Passu Loan is evidenced and secured by the following documents, each of even date herewith: (a) a Promissory Note in the amount of the Pari Passu Loan, (b) a Loan Agreement, (c) a Mortgage, Security Agreement and Assignment of Leases and Rents encumbering the Property, recorded in the Registry herewith (the "Pari Passu Mortgage"), and (d) such other instruments as may be required by the Pari Passu Lender (all such instruments being hereinafter collectively referred to as the "Pari Passu Loan Documents").
- F. The Sponsor has agreed to provide a subordinate loan to the Borrower for the Project, in the principal amount of approximately One Million One Hundred Seventy Six Thousand Two Hundred Twenty-Nine Dollars (\$1,176,229.00) (the "Sponsor CPA Loan"), which loan is evidenced by a Promissory Note from the Borrower to the Sponsor and secured by a Mortgage granted by the Borrower to the Sponsor (collectively, the "Sponsor CPA Loan Documents").
- G. The Sponsor has also agreed to provide a subordinate loan to the Borrower for the Project, in the principal amount of approximately One Hundred Fifteen Thousand Three Hundred Thirty-Three Dollars (\$115,333.00) (the "CharlesBank and MCE Loan"), which loan is evidenced by a Promissory Note from the Borrower to the Sponsor and secured by a Mortgage granted by the Borrower to the Sponsor (collectively, the "CharlesBank and MCE Loan Documents").
- H. The Sponsor has also agreed to provide a subordinate deferred development fee loan to the Borrower for the Project, in the principal amount of approximately Fifty-One Thousand Four Hundred Seventy-Three Dollars (\$51,473.00) (the "Deferred Fee Loan"), which loan is evidenced by a development services agreement by and between the Borrower and the Sponsor (the "Development Services Agreement") (collectively, the "Deferred Fee Loan Documents" and, together with the Sponsor CPA Loan Documents and the CharlesBank and MCE Loan Documents, the "Sponsor Loan Documents").
- I. The AHP Lender, as a member banking institution of the Federal Home Loan Bank of Boston ("FHLBB" ) has provided funding to the Sponsor for the Project under the FHLBB' s Affordable Housing Program, which funding the Sponsor shall use to make a subordinate loan to the Borrower for the Project in the original principal amount of Six Hundred Fifty Thousand Dollars (\$650,000.00) (the "AHP Loan"). The AHP Loan is evidenced and secured by the following documents, each of even date herewith: (a) a Promissory Note in the amount of the AHP Loan from the Borrower to the Sponsor (the "AHP Note"), (b) a subordinate Mortgage from the

Borrower to the Sponsor encumbering the Property, recorded with the Registry herewith (the "AHP Mortgage"), (d) an Affordable Housing Program Agreement by and among the AHP Lender, the Borrower, the Sponsor and the FHLBB (the " AHP Agreement" ), and (e) such other instruments as may be required by the AHP Lender or FHLBB in connection with the AHP Loan (all such instruments being hereinafter collectively referred to as the "AHP Loan Documents"). The Sponsor has assigned the AHP Note and AHP Mortgage to the AHP Lender pursuant to a certain Collateral Assignment of Promissory Note and Mortgage of even date and recorded with the Registry herewith.

- J. The Participating Lenders, the AHP Lender, the Pari Passu Lender and Sponsor are collectively referred to as the "Junior Lenders". The Participating Lender Loan Documents, the AHP Loan Documents, the Pari Passu Loan Documents and the Sponsor Loan Documents are collectively referred to as the "Junior Loan Documents."
- K. Borrower has also received a commitment from the Permanent Lender for a permanent loan in the principal amount of \$2,608,381.00 (the "Permanent Loan" and subsequent to the Permanent Loan Closing, the "Senior Loan"). The terms and conditions of the Permanent Loan are set forth in the following documents, the forms of which the Lenders have approved: (a) a Promissory Note in the amount of the Permanent Loan (subsequent to the Permanent Loan Closing, the "Senior Note"), (b) a Loan Agreement, (c) a first priority Mortgage, Security Agreement and Assignment of Leases encumbering the Property (subsequent to the Permanent Loan Closing, the "Senior Mortgage"), to be recorded with the Registry, the date of the recording thereof being the "Permanent Loan Closing" (subsequent to the Permanent Loan Closing, collectively, the "Senior Loan Documents").
- L. The Borrower has granted the AHP Lender pursuant to the AHP Loan Documents, certain affordable housing restrictions, covenants and agreements with respect to the Property (collectively, the "AHP Affordability Restriction"). The Borrower has also granted to the Participating Lenders and the Town of Sandwich, a municipal corporation in the Commonwealth of Massachusetts an affordable housing restriction (the "MassDocs Restriction"), recorded with the Registry herewith, setting forth certain affordable housing restrictions, covenants and agreements with respect to the Residential Property. The AHP Affordability Restriction and MassDocs Restriction are hereinafter collectively referred to as the "Affordable Housing Restrictions."
- M. The Borrower is also entering into a Tax Credit Regulatory Agreement and Declaration of Restrictive Covenants in favor of The Commonwealth of Massachusetts acting by and through the Department of Housing and Community Development (the "Regulatory Agreement") governing the low-income housing tax credits available to the Project under Section 42 of the United States Internal Revenue Code of 1986 as amended (the "Code").
- N. The Property is subject to and has the benefit of a comprehensive permit, issued by the Town of Sandwich, MA, acting by and through its Zoning Board of Appeals (the "Municipality") pursuant to M.G.L. c. 40B, §§ 20-23 (the "Act") dated December 12, 2017, and recorded with the Clerk of the Town of Sandwich on December 18, 2017, as amended by Amendment to Decision on Comprehensive Permit Application, dated December 12, 2017, and recorded with the Clerk of the Town of Sandwich on December 18, 2017, as further amended by the Town of

Sandwich Board of Appeals Approval of Minor Modification dated June 11, 2019, and recorded with the Clerk of the Town of Sandwich on June 12, 2019 (as amended, the "Comprehensive Permit").

- O. The Affordable Housing Restriction includes a Chapter 40B Rider to Tax Credit Regulatory Agreement and Declaration of Restrictive Covenants that contains provisions relating to the Act and the Comprehensive Permit (the "40B Rider").
- P. 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").

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## **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.B. below, the covenants and obligations of the Borrower under the Junior Loan Documents and the Affordable Housing Restrictions 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 Restrictions 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 Restrictions, 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 Pari Passu Loan (in a shared pari passu position)
- Third: the AHP Loan
- Fourth: the Sponsor CPA Loan, the CharlesBank and MCE Loan (in a shared pari passu position)

**C.** The Junior Lenders each agree that the Affordable Housing Restrictions are senior to the Junior Loan Documents, but subordinate to the Senior Loan Documents; provided, however, that the Senior Lender agrees that the MassDocs 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 MassDocs Restriction would have remained in effect but for the provisions of this Section, the MassDocs 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 MassDocs 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 Restrictions 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, except that no other Lender shall have any obligation to consult with the Sponsor as to any matter concerning which, in its sole judgment, the Sponsor may have a conflict of interest as sponsor of the Project.
- 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.** Notwithstanding any provision to the contrary herein, the AHP Affordability Restriction shall only terminate in accordance with the AHP Loan Documents, or otherwise in accordance with applicable law. For the avoidance of doubt, the AHP Affordability Restriction shall terminate upon foreclosure or the grant of a deed in lieu of foreclosure.
- I.** 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 PARI PASSU LENDER AND THE PARTICIPATING LENDERS**

- A.** the Pari Passu Lender and the Participating Lenders agree that, notwithstanding the order of recording of the Participating Lender Mortgage and the Pari Passu Mortgage and all related Junior Loan Documents granted by the Borrower to one or more of such Lenders, the Participating Lender Mortgage and the Pari Passu Mortgage shall be deemed to be of equal priority, to the same extent as if the Participating Lender Loan Documents and the Town 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 Town 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 Town Loan Documents, all payments received by any of the Participating Lenders or by the Town 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 Town after such Participating Lender or the Town 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 Town 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 Town 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 Town 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 assignments 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 except that no such notice shall be required to be given by the other Lenders to the Sponsor.

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 (except the Sponsor) 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 (other than the Sponsor) 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. Notwithstanding the other provisions of this Section 4, the Sponsor shall not commence any proceeding to foreclose its mortgage, whether in the event of default or upon maturity, and

whether by sale, possession, or otherwise or accept any assignment or transfer in lieu of foreclosure without the written consent of the other Lenders, which consent may be withheld in their sole discretion.

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 (except the Sponsor) 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 MassDocs 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 (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 MassDocs 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, the Participating Lenders shall indemnify and hold harmless the Senior Lender 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, 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 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 under this paragraph, to the full extent permissible by law, the Borrower hereby assigns its interest in such amount to the Participating Lenders.

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 to take action against the Borrower to enforce any of the MassDocs 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.

No provision hereof shall be construed to limit the right of the AHP Lender to take action against the Borrower to enforce the AHP Affordability 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 (other than the Sponsor) 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 Pari Passu Loan Documents remain pari passu with the Participating Lender Loan Documents, and that the Sponsor Loan Documents remain subordinate to the other Junior Loan Documents, as they may be increased and/or amended for purposes set forth herein, remain in the same order of priority as is set forth in Section 1.B. above.

**6. SUBORDINATION OF PAYMENTS.** The Junior Lenders agree that, except upon the maturity date of any Junior Loan (other than the Sponsor Loan) and except for certain required repayments

from Excess Principal Advances (as defined in the Promissory Notes evidencing the Participating Lender Loan) or from Gross Cash Receipts (as defined in the Promissory Notes evidencing the HIF Loan and CBH 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. The Sponsor further agrees that it shall receive only payments from the Borrower that are due under the Sponsor Loan Documents approved by the other Lenders in accordance with their terms, and under no circumstances will the Sponsor accept a prepayment from the Borrower. 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. Upon the occurrence of an Event of Default under the Participating Lender Loan Documents, as determined by such Lender(s) and as set forth in writing to the Sponsor, no payments will be accepted under Sponsor Loan Documents without prior written consent of such Lender(s).

**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 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 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. 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.

**10. 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 Restrictions granted for the benefit of such Lender. Upon the repayment in full of such obligations and expiration of such Affordable Housing Restrictions, 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.

**11. 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 11 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 11 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 11 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 11 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 (other than the Sponsor). The Lenders (other than the Sponsor) 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.

**12. 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/both of them. For purposes of the foregoing sharing formula, at the election of the Undersecretary of the Massachusetts Department of Housing and Community Development, the outstanding principal amount of the HSF Loan shall be deemed to include the aggregate amount of tax credit equity invested in or loaned to Borrower.

**13. RESERVED.**

**14. REPLACEMENT LOAN.** The Participating 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 Participating 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 Participating Lender Loan Documents, including but not limited to requirements of the Affordable Housing Restrictions;
- E.** Borrower shall provide evidence to each of the Participating Lenders separately that the proceeds of such Refinanced Permanent Loan inure only to the benefit of the Project, such evidence to be satisfactory to Participating Lenders in such lenders' sole discretion;
- F.** The lien position of the Participating Lender Loan shall not be lower than as set forth in Section 1.B.;
- G.** Borrower shall have provided to the Participating 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 Participating Lenders a reasonable transaction fee in an amount to be determined by the Participating Lenders and reimburse the Participating Lenders for legal fees incurred by the Participating Lenders in connection with the closing of the Refinanced Permanent Loan;
- I.** Borrower must be current on all Participating 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 to make a distribution to any beneficial owner of Borrower without specific additional consent by the Participating 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. 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, 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.

**16. LOW INCOME HOUSING TAX CREDIT REGULATORY AGREEMENT.** Each Lender hereby consents to the recording at the Registry of the Regulatory Agreement. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Lender agrees that

if such Lender or any successor or assign of such Lender, ever succeeds to or acquires all or any part of Borrower's interest in the Project, such Lender and any successor or assign of such Lender shall be bound by the terms and conditions of Section 42(h)(6)(E)(ii) of the Code that, during the three-year period following the termination of the Regulatory Agreement as the result of the Lender or any successor or assign of such Lender succeeding to or acquiring such interest by foreclosure or deed in lieu of foreclosure, such Lender and its successors and assigns shall not evict or terminate the tenancy (other than for good cause) of an existing tenant of any low income unit in the Project nor increase the gross rent with respect to any such unit unless otherwise permitted under Section 42 of the Code.

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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.

CONSTRUCTION LENDER:  
EASTERN BANK

By:

\_\_\_\_\_  
Name: Christopher W. Scoville

Title: Senior Vice President

**COMMONWEALTH OF MASSACHUSETTS**

\_\_\_\_\_ County, ss.

On this \_\_\_\_ day of \_\_\_\_\_, 2020, before me, the undersigned notary public, personally appeared Christopher W. Scoville, 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, as Senior Vice President of Eastern Bank, for its stated purpose as the voluntary act of Eastern Bank.

\_\_\_\_\_  
Notary Public

My commission expires:

PERMANENT LENDER/AHP LENDER:

THE CAPE COD FIVE CENTS SAVINGS BANK

BY:

\_\_\_\_\_  
Name:

Title:

**COMMONWEALTH OF MASSACHUSETTS**

\_\_\_\_\_ County, ss.

On this \_\_\_\_ day of \_\_\_\_\_, 2020, before me, the undersigned notary public, personally appeared \_\_\_\_\_, 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, as \_\_\_\_\_ of The Cape Cod Five Cents Savings Bank, for its stated purpose as the voluntary act of The Cape Cod Five Cents Savings Bank.

\_\_\_\_\_  
Notary Public

My commission expires:

AGENT LENDER:

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

By:

\_\_\_\_\_

Name:

Title:

**COMMONWEALTH OF MASSACHUSETTS**

\_\_\_\_\_ County, ss.

On this \_\_\_\_ day of \_\_\_\_, 2020, before me, the undersigned notary public, personally appeared \_\_\_\_\_, 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, as \_\_\_\_\_ of Massachusetts Housing Partnership Fund Board, a Massachusetts public instrumentality and body politic and corporate, for its stated purpose as the voluntary act of Massachusetts Housing Partnership Fund Board, a Massachusetts public instrumentality and body politic and corporate.

\_\_\_\_\_  
Notary Public

My commission expires:

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SPONSOR:  
WOMEN'S INSTITUTE REALTY, INC.

BY:

\_\_\_\_\_  
Name: Loni Willey

Title: Chief Operating Officer

**COMMONWEALTH OF MASSACHUSETTS**

\_\_\_\_\_ County, ss.

On this \_\_\_\_ day of \_\_\_\_\_, 2020, before me, the undersigned notary public, personally appeared Loni Willey, 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, as Chief Operating Officer of Women's Institute Realty, Inc. , for its stated purpose as the voluntary act of Women's Institute Realty, Inc.

\_\_\_\_\_  
Notary Public

My commission expires:

BORROWER:  
**TERRAPIN RIDGE LLC**

By: TERRAPIN RIDGE MM LLC, its Managing Member

By: Women's Institute Realty, Inc., its Managing Member

By: \_\_\_\_\_

Name: Loni Willey

Title: Chief Operating Officer

**COMMONWEALTH OF MASSACHUSETTS**

\_\_\_\_\_ County, ss.

On this \_\_\_\_ day of \_\_\_\_\_, 2020, before me, the undersigned notary public, personally appeared Loni Willey, 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, as Chief Operating Officer of Women's Institute Realty, Inc., managing member of Terrapin Ridge MM LLC, managing member of Terrapin Ridge LLC, for its stated purpose as the voluntary act of Terrapin Ridge LLC.

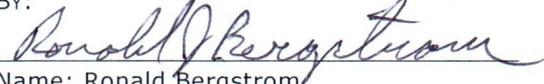
\_\_\_\_\_  
Notary Public

My commission expires:

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**EXHIBIT A: LEGAL DESCRIPTION**

PARI PASSU LENDER:  
BARNSTABLE COUNTY

By:   
Name: Ronald Bergstrom  
Title: Barnstable County Commissioner, Chair

**COMMONWEALTH OF MASSACHUSETTS**

Barnstable County, ss.

On this 24<sup>th</sup> day of June, 2020, before me, the undersigned notary public, personally appeared Ronald Bergstrom 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, as Barnstable County Commissioners, for its stated purpose as the voluntary act of Barnstable County.



Notary Public

My commission expires: 02/21/25





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## HOME INVESTMENT PARTNERSHIPS PROGRAM

### LOAN AGREEMENT

This Loan Agreement (this "Agreement") is made and entered into as of the \_\_\_ day of June 2020 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 Terrapin Ridge LLC, a Massachusetts limited liability company organized under the laws of the Commonwealth of Massachusetts, having an address at c/o Women's Institute Realty, Inc., 101 Federal Street, Suite 1900, Boston, Massachusetts 02110 (the "Borrower").

#### SECTION 1. RECITALS

The Lender has agreed to loan TWO HUNDRED FIFTY THOUSAND DOLLARS AND 00/100 (\$250,000.00) 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 March 7, 2019, 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: \$500,000 loan from DHCD by the Massachusetts Housing Finance Agency under the AHT Statute (the "AHT Loan"), \$1,141,569.00 loan from HITF under the HIF Program (the "HIF Loan"), \$695,730.00 loan from CEDAC under the CBH Program (the "CBH Loan") and \$662,701.00 loan from DHCD by MHP under the HSF Program (the "HSF Loan").

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

Junior Priority Financing: Collectively, the following loans to the Borrower: loan \$1,176,229 loan from Women's Institute Realty, Inc. (Sandwich CPA); \$115,333 loan from Women's Institute Realty, Inc. (CharlesBank and CEC); \$226,185 loan from Women's Institute Realty, Inc. (Deferred Developer Fee); and \$650,000 loan from Cape Cod Five Cents Savings Bank (FHLB).

Loan The loan of \$250,000 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 1-31 Terrapin Ridge, Sandwich, Barnstable County, 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 Fifty Thousand Dollars (\$250,000.00), 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, Junior Priority 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 \$250,000.

Project: The construction of thirty (30) affordable rental housing units located at the Mortgaged Property, eleven (11) 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: The construction loan to the Borrower of approximately \$11,000,000.00 from Eastern Bank, which is to be replaced by the permanent loan of approximately \$3,088,089 from the Cape Cod Five Cents Savings Bank.

#### 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, Junior Priority 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 Two Hundred Twenty Five Thousand dollars (\$225,000.00) 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. The Lender shall withhold the amount of retainage set forth in sub-part (D) of this Section 4.3 from all advances until final completion of the Project.

(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, Junior Priority Financing, or the Equal Priority Financing.

4.4 Advances of the remaining Twenty Five Thousand dollars (\$25,000.00) of the proceeds of the Loan are to be made by the Lender in installments under the following additional conditions:

(A) Twelve Thousand Five Hundred dollars (\$12,500) shall be disbursed upon the satisfaction of the conditions set forth in section 4.3 (D) above; and

(B) Twelve Thousand Five Hundred dollars (\$12,500) 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 duly organized and validly existing limited liability company in accordance with Chapter 156C of the Massachusetts General Laws and is in good standing under the laws of the Commonwealth and its managing member is a duly organized and validly existing limited liability company in accordance with Chapter 156C of the Massachusetts General Laws.

5.2 Borrower and its managing member have the requisite power and authority to own the Property and to carry on business as now being conducted and as contemplated under this Agreement and the other Loan Documents.

5.3 The Borrower and its managing member 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, Junior Priority 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, Junior Priority 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, Junior Priority 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 eleven (11) 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 materially 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](http://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](http://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](http://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). Notwithstanding the foregoing: (i) the investor member interest of Borrower held by RBC Community Investments, LLC, having an address at 600 Superior Avenue, Suite 2300, Cleveland, Ohio 44114 (the "Investor") may be transferred to an entity in which the Investor or an affiliate of the Investor is the general partner or managing member, provided that the Lender receive notice of such transfer and (ii) the Borrower's investor member may remove and replace the manager of the Borrower in accordance with the provisions of the Borrower's operating agreement upon the consent of the Lender, which consent will not be unreasonably withheld, conditioned or delayed. In connection with any transfer requiring the consent of the Lender, the Borrower shall provide such information to the Lender as the Borrower may reasonably request and shall pay all legal fees incurred by the Lender in connection with such transfer request.

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, Junior Priority 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 investor member and special member 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, and Lender shall accept such cure by Borrower's investor member or special member as if made by Borrower itself, provided that such cure right shall be coterminous with Borrower's cure right. Further, the removal and replacement of the managing member of Borrower by the Borrower's special member or investor member pursuant to the terms of Borrower's operating agreement, and transfers of the investor member interest in the Borrower, shall be permitted with the consent of the Lender, which consent will not be unreasonably withheld, conditioned or delayed, and shall not constitute an Event of Default under this Agreement or the Loan Documents.

The Borrower's investor member shall have the right to cure any default hereunder or under any of the other Loan Documents within the applicable cure period or to pay any amount or do any act or thing required of the Borrower by the terms of this Agreement. All payments made and all acts performed by the Borrower's investor member within such cure period to cure such default shall be accepted by the Lender as if made by the Borrower.

## 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 or under any of the other Loan Documents 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. Lender shall use reasonable efforts to send courtesy copies of all notices sent to Borrower to Borrower's investor, Borrower's investor's counsel, and Borrower's counsel at the address set forth below, provided that any failure to send such a courtesy copy shall not affect the validity of any notice:

If to Borrower:

Terrapin Ridge LLC  
c/o Women's Institute Realty, Inc.  
101 Federal Street, Suite 1900  
Boston, Massachusetts 02110  
Attention: Executive Director

With a Copy to:

Klein Hornig LLP  
101 Arch Street, Suite 1101  
Boston, MA 02110  
Attention: Wataru Matsuyasu

With additional copies to:

c/o RBC Community Investments, LLC  
600 Superior Avenue  
Suite 2300  
Cleveland, Ohio 44114  
Attention: President and General Counsel

With additional copies to:

Applegate & Thorne-Thomsen  
425 S. Financial Place  
Suite 1900  
Chicago, IL 60605  
Attention: Bennett P. Applegate

If to Lender:

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

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:**  
TERRAPIN RIDGE LLC, a Massachusetts limited liability company

By: Terrapin Ridge MM LLC, its managing member

By: Women's Institute Realty, Inc., its managing member

By: \_\_\_\_\_  
Name:  
Title:

Signed in the presence of:

\_\_\_\_\_  
Witness  
Name:

**Exhibit A**

PROPERTY DESCRIPTION

(1-31 Terrapin Ridge, Sandwich, Barnstable County, Massachusetts)

A certain parcel of land on Quaker Meeting House Road, Sandwich, Massachusetts, shown as Tract "A" on a plan of land entitled "Town of Sandwich, Plan of Land on Quaker Meeting House Road," revised May 15, 1987, drawn by engineer Edward S. Kelly, recorded with Barnstable County Registry of Deeds in Plan Book 436, Page 68, containing 10.00 acres, more or less, according to said Plan, to be held for public housing purposes or affordable housing purposes.

For Grantor's title see Order of Taking dated May 22, 1987, recorded with said Deeds in Book 5470, Page 179.

**Exhibit D**

Project Schedule

Construction start:

50% Completion:

100% Completion:

Sustained Occupancy of eleven (11) HOME assisted units:

Permanent Loan Closing:

**Exhibit E**

Eligible Project Costs

All expenses listed on the attached budget that were incurred after \_\_\_\_\_ 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

LENDER  
BARNSTABLE COUNTY

By: Ronald Bergstrom  
Ronald Bergstrom, Chair  
Barnstable County Commissioners

Signed in the presence of:

Owen Fletcher  
Witness  
Name: Owen Fletcher

**HOME INVESTMENT PARTNERSHIPS AGREEMENT  
FOR PROJECT DEVELOPER**

This Agreement entered into this \_\_\_\_\_ day of June, 2020, (the "Agreement"), by and between Barnstable County, acting by and through its Department of Human Services, and Terrapin Ridge LLC, a Massachusetts limited liability company organized under the laws of the Commonwealth of Massachusetts, having an address at c/o Women's Institute Realty, Inc., 101 Federal Street, Suite 1900, Boston, Massachusetts 02110 (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 Sandwich, 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 May 1, 2022, 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 **May 1, 2025** 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: Form of Financial Assistance

**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.

**TERRAPIN RIDGE LLC**, a Massachusetts limited liability company

By: Terrapin Ridge MM LLC, its managing member

By: Women's Institute Realty, Inc., its managing member

By: \_\_\_\_\_  
Name:  
Title:

COMMONWEALTH OF MASSACHUSETTS

\_\_\_\_\_ County, ss.,

On this \_\_\_ day of June, 2020, before me, the undersigned notary public, personally appeared \_\_\_\_\_, 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, as \_\_\_\_\_ of Women's Institute Realty, Inc., the Managing Member of Terrapin Ridge MM LLC, the Managing Member of Terrapin Ridge LLC, for its stated purpose as the voluntary act of Terrapin Ridge LLC.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

**Exhibit A**

Form of Financial Assistance  
(Rental)

**1. Definitions:**

The "Project" is the construction of 30 units of rental housing, eleven (11) of which will be HOME-assisted units on the property consisting of the land, with the buildings, and all other improvements thereon, known as Terrapin Ridge and located at 1-31 Terrapin Ridge (off Quaker Meeting House Road), Sandwich, Barnstable County, Massachusetts, as more particularly described in the Mortgage to be granted as Security for the Award hereunder (the "Property").

The "Borrower" is Terrapin Ridge LLC, a Massachusetts limited liability company organized under the laws of the Commonwealth of Massachusetts, having an address at c/o Women's Institute Realty, Inc., 101 Federal Street, Suite 1900, Boston, Massachusetts 02110.

The "Award" consists of an amount not to exceed \$250,000 in Barnstable County HOME funds to be used by the Borrower solely for the purpose of constructing eleven (11) 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, seven (7) 2-BR apartments, and two (2) 3-BR apartment. The project also will include at least two (2) units accessible to individuals with mobility impairments and at least one (1) additional unit that will be accessible to individuals with sensory impairments.

The "First Requisition Date" shall be no later than **May 1, 2022**.

The "Completion Date" shall be no later than May 1, 2025.

The "Maturity Date" shall be 40 (forty) years from 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 \$250,000. The final amount of the award may be less than \$250,000 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 eleven (11) HOME-assisted floating units in the Project. Only HOME-eligible tenants may be selected by the Borrower to live in the 11 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 at least 20% of the 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, three (3) units will be designated as "Low HOME" units and all of these three (3) units will receive project-based rental subsidy pursuant to an Agreement

to enter into a Voucher Payment Contract (AVPC) via the MA Rental Voucher Payments program (MRVP). These three (3) HOME units, while assisted with MRVPs, 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.

At no time during the HUD period of affordability will the project have fewer than three (3) "Low 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 \$250,000. 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 \$250,000. 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.

**BARNSTABLE COUNTY**

By: *Ronald Bergstrom*  
Ronald Bergstrom, Chair  
Barnstable County Commissioners

**COMMONWEALTH OF MASSACHUSETTS**

Barnstable County, ss.

On this 24<sup>th</sup> day of June, 2019, before me, the undersigned notary public, personally appeared Ronald Bergstrom, one of 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.

*O. G. Furr*  
Notary Public  
My commission expires: 02/21/25



COMMONWEALTH OF MASSACHUSETTS

BARNSTABLE, SS.

At a regular meeting of the Barnstable County Board of Regional Commissioners, on the twenty-fourth day of June, A.D. 2020, held through remote participation pursuant to Massachusetts Governor Charles D. Baker's Order Suspending Certain Provisions of the Open Meeting Law on March 12, 2020, motion by Commissioner Beaty to authorize the execution by the Chair of loan documents for the HOME Program Project closing for Terrapin Ridge, located in the Town of Sandwich, 2nd by Commissioner Flynn, approved 3-0-0

Ronald Bergstrom, Chair: Y

Mary Pat Flynn, Vice-Chair: Y

Ronald R. Beaty, Commissioner: Y

A true copy, attest, June 24, 2020

  
*Janice O'Connell*  
Janice O'Connell, Regional Clerk