

# GLOVSKY

*Counselors-at-Law*

Miranda P. Siemasko  
[msiemasko@glovsky.com](mailto:msiemasko@glovsky.com)  
Direct Dial (978) 720-3122

July 11, 2022

**BY HAND**

Beverly Planning Board  
191 Cabot Street  
Beverly, MA 01915  
Attn: Darlene Wynne, Planning Director

**Re: *Site Plan Review Application***  
***218-224 Cabot Street and 18 Federal Street (Leggat McCall Properties LLC)***

Dear Darlene:

In connection with the pending Site Plan Review filing above, I enclose twelve (12 Inclusionary Housing Applications (including draft Regulatory Agreement and Marketing Materials), together with the required filing fee.

Please note that copies of the accompanying traffic study and stormwater report will be delivered under separate cover later today, directly from Greenman Pederson Inc. and Hancock Associates, respectively.

Should you require any further information, please do not hesitate to contact me.

Sincerely,



Miranda P. Siemasko

MPS/Enclosures

**APPENDIX A – INCLUSIONARY HOUSING APPLICATION FORM**

**CITY OF BEVERLY PLANNING BOARD  
INCLUSIONARY HOUSING APPLICATION**

*(please type or print clearly)*

File one (1) original and eleven (11) copies of completed form with the Beverly Planning Board together with a \$100.00 filing fee. One (1) completed form will also be filed with the City Clerk. Also file an electronic copy (PDF preferred) of all material by application deadline. See attached copy of *Inclusion of Affordable Housing Submission Requirements, Procedures & Supplemental Regulations* (the “Regulations”) and Chapter 300, Zoning, Article XV, *Inclusion of Affordable Housing* for plan filing requirements and review procedure.

July 11, 2022 \_\_\_\_\_, 20\_\_\_\_  
(date) (date received)

Name of owner (*please print*): Dana Family Series, LLC et al

Address of owner: 1340 Centre Street, Suite 101, Newton, MA 02459

Telephone number (H): \_\_\_\_\_ (W): 617-928-1700

Name of applicant (*please print*): Leggat McCall Properties LLC

Address of applicant: 10 Post Office Square, Boston, MA 02109

Telephone number (H): \_\_\_\_\_ (W): 617-422-7011

Address of property: 218-224 Cabot Street and 18 Federal Street

Assessors' Map #: 11 lot#: 247 and 252 zoning district: CC

Total Area of Land: 1.46 acres

The deed for this property is recorded in Essex South Registered Land

Registry of Deeds, Book # XXXX, Page # XXXX, Certificates #91221 and 91222

Total Number of Units: 212

Description of project. Include identification of the lots(s) proposed for Inclusion (On-Site) Units and the type of dwelling unit(s):

Please see accompanying Site Plan Review Application for description of Project.

Applicant will permanently restrict 12 units, or 10%, for low/moderate income households.

Please see draft Regulatory Agreement and sample Marketing Materials included with this application.

Note that affordable unit designations are provided on the floor plans filed with the Site Plan set, and that apartment finishes will be the same for market and inclusionary units.

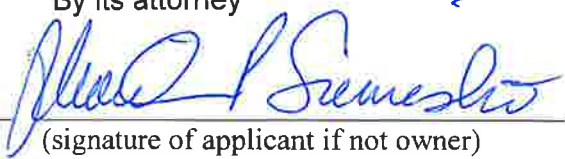
**APPENDIX A – INCLUSIONARY HOUSING APPLICATION FORM**

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Is this project subject to Site Plan Review under Section 300-98 or 300-54 of the Beverly Zoning Ordinance? Yes XX No \_\_\_\_\_

Is this project subject to a Special Permit or subdivision filing with the Beverly Planning Board? Yes \_\_\_\_\_ No XX

See attached authorization  
(signature of property owner)

By its attorney  
  
(signature of applicant if not owner)

**Required Attachments**

1. Site Plan conforming to Chapter 300, Zoning, Section 300-54, 300-98, or 300-98.C pursuant to Section 315-5A(3) and (4) of the regulations.
2. Data demonstrating compliance with Sections 300-104, Housing Affordability, and 300-106, Minimum Percentage of Affordable Units, of the Zoning Ordinance.
3. Data demonstrating compliance with Section 300-109, Dimensional and Density Regulations, of the Zoning Ordinance - for Inclusion (on-site) Units only.
4. Elevations, sample floor plans and interior finish specifications for typical market-rate and affordable housing units (unless applicant requests deferment from Planning Board pursuant to Section 315-5A(8) of the Regulations).
5. Draft Regulatory Agreement, Draft Affordable Housing Deed Rider and Draft Affirmative Marketing Plan.
6. Proposed schedule of maximum affordable purchase prices or rents pursuant to Section 315-8 (old citation 2.4) of the Regulations.
7. For projects requiring a special permit pursuant to Article XV of the Zoning Ordinance, applicants shall submit information pursuant to Article IV of the Regulations.

June 13, 2022

*Re: Assent to Submit Applications – 218-224 Cabot Street and 18 Federal Street*

To whom it may concern:

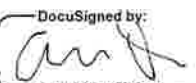
The undersigned, being the record owners of the above-referenced property hereby grant permission to Leggat McCall Properties LLC to submit applications to the City of Beverly, including the Planning Board and Design Review Board to authorize the proposed mixed-use redevelopment described in the accompanying Site Plan Review Application.

Sincerely,

DANA FAMILY SERIES LLC

By:  \_\_\_\_\_  
C37323C4408F417  
Authorized signatory

HERMAN DANA FOUNDATION LLC

By:  \_\_\_\_\_  
C37323C4408F417  
Authorized signatory

LOCAL INITIATIVE PROGRAM

**REGULATORY AGREEMENT  
AND  
DECLARATION OF RESTRICTIVE COVENANTS  
FOR  
RENTAL PROJECT  
Local Action Units**

This Regulatory Agreement and Declaration of Restrictive Covenants (the "Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_ by and among the Commonwealth of Massachusetts, acting by and through the **Department of Housing and Community Development ("DHCD")** pursuant to G.L. c.23B §1 as amended by Chapter 19 of the Acts of 2007, the **City of Beverly** ("the Municipality"), and [**Developer LLC – TBD**] a limited liability company, having an address at 10 Post Office Square, Boston, MA 02109, and its successors and assigns ("Developer").

WITNESSETH:

WHEREAS, pursuant to G.L. c. 40B, §§ 20-23 (the "Act") and the final report of the Special Legislative Commission Relative to Low and Moderate Income Housing Provisions issued in April 1989, regulations have been promulgated at 760 CMR 56.00 (the "Regulations") which establish the Local Initiative Program ("LIP") and *Comprehensive Permit Guidelines: M.G.L. Chapter 40B Comprehensive Permit Projects - Subsidized Housing Inventory* have been issued thereunder (the "Guidelines");

WHEREAS, the Developer intends to construct a rental housing development known as [**Building Name TBD**] at the premises known and numbered 218-224 Cabot Street and 18 Federal Street in the Municipality, more particularly described in Exhibit A attached hereto and made a part hereof (the "Project");

WHEREAS, such Project is to consist of a total number of 112 rental dwellings (the "Units") and 12 of the Units will be rented at rents specified in this Agreement to Eligible Tenants as specified in paragraph two of this Agreement (the "Low and Moderate Income Units");

WHEREAS, the Chief Executive Officer of the Municipality (as that term is defined in the Regulations) and the Developer have made application to DHCD to certify that the units in the Project are Local Action Units (as that term is defined in the Guidelines) within the LIP Program; and

WHEREAS, in partial consideration of the execution of this Agreement, DHCD has issued or will issue its final approval of the Project within the LIP Program and has given and will give technical and other assistance to the Project;

NOW, THEREFORE, in consideration of the agreements and covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which each of the parties hereto hereby acknowledge to the other, DHCD, the Municipality, and the Developer hereby agree and covenant as follows:

1. Construction. The Developer agrees to construct the Project in accordance with plans and specifications approved by the Municipality (the "Plans and Specifications"). In addition, all Low and Moderate Income Units to be constructed as part of the Project must be indistinguishable from other Units in the Project from the exterior (unless the Project has an approved "Alternative Development Plan" as set forth in the Guidelines and must contain complete living facilities including but not limited to a stove, refrigerator, kitchen cabinets, plumbing fixtures, and washer/dryer hookup, all as more fully shown in the Plans and Specifications.

- (8) of the Low and Moderate Income Units shall be one bedroom units;
- (4) of the Low and Moderate Income Units shall be two bedroom units;

All Low and Moderate Income Units to be occupied by families must contain two or more bedrooms. Low and Moderate Income Units must have the following minimum areas:

- one bedroom units - 700 square feet
- two bedroom units - 900 square feet

During the term of this Agreement, the Developer covenants, agrees, and warrants that the Project and each Low and Moderate Income Unit will remain suitable for occupancy and in compliance with all federal, state, and local health, safety, building, sanitary, environmental, and other laws, codes, rules, and regulations, including without limitation laws relating to the operation of adaptable and accessible housing for persons with disabilities. The Project must comply with all similar local codes, ordinances, and by-laws.

2. Affordability.

(a) Throughout the term of this Agreement, each Low and Moderate Income Unit will be rented for no more than the rental rates set forth herein to an Eligible Tenant. An Eligible Tenant is a Family whose annual income does not exceed eighty percent (80%) of the Area median income adjusted for family size as determined by the U.S. Department of Housing and Urban Development ("HUD"). A "Family" shall mean two or more persons who will live regularly in the Low and Moderate Income Unit as their primary residence and who are related by blood, marriage, or operation of law or who have otherwise evidenced a stable interdependent relationship; or an individual. The "Area" is defined as the Boston-Cambridge-Quincy MSA/HMFA/Non-Metropolitan County.

(b) The monthly rents charged to tenants of Low and Moderate Income Units shall not exceed an amount equal to thirty percent (30%) of the monthly adjusted income of a Family whose gross income equals eighty percent (80%) of the median income for the Area, with adjustment for the number of bedrooms in the Unit, as provided by HUD. In determining the

maximum monthly rent that may be charged for a Low and Moderate Income Unit under this clause, the Developer shall include an allowance for any utilities and services (excluding telephone) to be paid by the resident. Annual income shall be as defined in 24 C.F.R. 5.609 (or any successor regulation) using assumptions provided by HUD. The initial maximum monthly rents and utility allowances for the Low and Moderate Income Units are set forth in Exhibit B attached hereto. If the rent for a Low and Moderate Income Unit is subsidized by a state or federal rental subsidy program, then the rent applicable to the Low and Moderate Income Unit may be limited to that permitted by such rental subsidy program, provided that the tenant's share of rent does not exceed the maximum annual rental expense as provided in this Agreement.

Annually as part of the annual report required under Subsection 2(e) below, the Developer shall submit to the Municipality and DHCD a proposed schedule of monthly rents and utility allowances for all Low and Moderate Income Units in the Project. Such schedule shall be subject to the approval of the Municipality and DHCD for compliance with the requirements of this Section. Rents for Low and Moderate Income Units shall not be increased without the Municipality's and DHCD's prior approval of either (i) a specific request by Developer for a rent increase or (ii) the next annual schedule of rents and allowances. Notwithstanding the foregoing, rent increases shall be subject to the provisions of outstanding leases and shall not be implemented without at least 30 days' prior written notice by Developer to all affected tenants. If an annual request for a new schedule of rents for the Low and Moderate Income Units as set forth above is based on a change in the Area median income figures published by HUD, and the Municipality and DHCD fail to respond to such a submission within thirty (30) days of the Municipality's and DHCD's receipt thereof, the Municipality and DHCD shall be deemed to have approved the submission. If an annual request for a new schedule of rents for the Low and Moderate Income Units is made for any other reason, and the Municipality and DHCD fail to respond within thirty (30) days of the Municipality's and DHCD's receipt thereof, the Developer may send DHCD and the Municipality a notice of reminder, and if the Municipality and DHCD fail to respond within thirty (30) days from receipt of such notice of reminder, the Municipality and DHCD shall be deemed to have approved the submission.

Without limiting the foregoing, the Developer may request a rent increase for the Low and Moderate Units to reflect an increase in the Area median income published by HUD between the date of this Agreement and the date that the Units begin to be marketed or otherwise made available for rental pursuant to Section 4 below; if the Municipality and DHCD approve such rent increase in accordance with this subsection, the Initial Maximum Rents and Utility Allowances for Low and Moderate Income Units in Exhibit B of the Agreement shall be deemed to be modified accordingly.

(c) If, after initial occupancy, the income of a tenant of a Low and Moderate Income Unit increases and, as a result of such increase, exceeds the maximum income permitted hereunder for such a tenant, the Developer shall not be in default hereunder so long as either (i) the tenant income does not exceed one hundred forty percent (140%) of the maximum income permitted or (ii) the Developer rents the next available unit at the Development of comparable size, features and bedrooms as a Low and Moderate Income Unit in conformance with Section 2(a) of this Agreement, or otherwise demonstrates compliance with Section 2(a) of this Agreement.

(d) If, after initial occupancy, the income of a tenant in a Low and Moderate Income Unit increases, and as a result of such increase, exceeds one hundred forty percent (140%) of the maximum income permitted hereunder for such a tenant, at the expiration of the applicable lease term, the rent restrictions shall no longer apply to such tenant.

(e) Throughout the term of this Agreement, the Developer shall annually determine whether the tenant of each Low and Moderate Income Unit remains an Eligible Tenant. This determination shall be reviewed by the Municipality and certified to DHCD as provided in section 2(g), below.

(f) The Developer shall enter into a written lease with each tenant of a Low and Moderate Income Unit which shall be for a minimum period of one year and which provides that the tenant shall not be evicted for any reason other than a substantial breach of a material provision of such lease.

(g) Throughout the term of this Agreement, the Chief Executive Officer shall annually certify in writing to DHCD that each of the Low and Moderate Income Units continues to be Low and Moderate Income Unit as provided in sections 2 (a) and(c), above; and that the Project and the Low and Moderate Income Units have been maintained in a manner consistent with the Regulations and Guidelines and this Agreement.

### 3. Subsidized Housing Inventory.

(a) The Project will be included in the Subsidized Housing Inventory upon the occurrence of one of the events described in 760 CMR 56.03(2). Only Low and Moderate Income Units will be deemed low and moderate income housing to be included in the Subsidized Housing Inventory.

(b) Units included in the Subsidized Housing Inventory will continue to be included in the Subsidized Housing Inventory in accordance with 760 CMR 56.03(2) for as long as the following three conditions are met: (1) this Agreement remains in full force and effect and neither the Municipality nor the Developer are in default hereunder; (2) the Project and each of the Low and Moderate Income Units continue to comply with the Regulations and the Guidelines as the same may be amended from time to time and (3) each Low and Moderate Income Unit remains a Low and Moderate Income Unit as provided in section 2(c), above.

4. Marketing. Prior to marketing or otherwise making available for rental any of the Units, the Developer must obtain DHCD's approval of a marketing plan (the "Marketing Plan") for the Low and Moderate Income Units. Such Marketing Plan must describe the tenant selection process for the Low and Moderate Income Units and must set forth a plan for affirmative fair marketing of Low and Moderate Income Units to protected groups underrepresented in the Municipality, including provisions for a lottery, as more particularly described in the Regulations and Guidelines. At the option of the Municipality, and provided that the Marketing Plan demonstrates (i) the need for the local preference (e.g., a disproportionately low rental or ownership affordable housing stock relative to need in comparison to the regional area), and (ii) that the proposed local preference will not have a disparate impact on protected classes, the Marketing Plan may also include a preference for local



residents for up to seventy percent (70%) of the Low and Moderate Income Units, subject to all provisions of the Regulations and Guidelines and applicable to the initial rent-up only. When submitted to DHCD for approval, the Marketing Plan should be accompanied by a letter from the Chief Executive Officer of the Municipality (as that term is defined in the Regulations) which states that the tenant selection and local preference (if any) aspects of the Marketing Plan have been approved by the Municipality and which states that the Municipality will perform any aspects of the Marketing Plan which are set forth as responsibilities of the Municipality in the Marketing Plan. The Marketing Plan must comply with the Regulations and Guidelines and with all other applicable statutes, regulations and executive orders, and DHCD directives reflecting the agreement between DHCD and the U.S. Department of Housing and Urban Development in the case of NAACP, Boston Chapter v. Kemp. **If the Project is located in the Boston-Cambridge-Quincy MA-NH Metropolitan Statistical Area, the Developer must list all Low and Moderate Income Units with the City of Boston's MetroList (Metropolitan Housing Opportunity Clearing Center), at Boston City Hall, Fair Housing Commission, Suite 966, One City Hall Plaza, Boston, MA 02201 (671-635-3321).** All costs of carrying out the Marketing Plan shall be paid by the Developer. A failure to comply with the Marketing Plan by the Developer or by the Municipality shall be deemed to be a default of this Agreement. The Developer agrees to maintain for five years following the initial rental of the last Low and Moderate Income Unit and for five years following all future rentals, a record of all newspaper advertisements, outreach letters, translations, leaflets, and any other outreach efforts (collectively "Marketing Documentation") as described in the Marketing Plan as approved by DHCD which may be inspected at any time by DHCD. All Marketing Documentation must be approved by DHCD prior to its use by the Developer or the Municipality. The Developer and the Municipality agree that if at any time prior to or during the process of marketing the Low and Moderate Income Units, DHCD determines that the Developer, or the Municipality with respect to aspects of the Marketing Plan that the Municipality has agreed to be responsible for, has not adequately complied with the approved Marketing Plan, that the Developer or Municipality as the case may be, shall conduct such additional outreach or marketing efforts as shall be determined by DHCD.

5. Non-discrimination. Neither the Developer nor the Municipality shall discriminate on the basis of race, creed, color, sex, age, disability, marital status, national origin, sexual orientation, familial status, genetic information, ancestry, children, receipt of public assistance, or any other basis prohibited by law in the selection of tenants; and the Developer shall not so discriminate in connection with the employment or application for employment of persons for the construction, operation or management of the Project.

6. Inspection. The Developer agrees to comply and to cause the Project to comply with all requirements of the Regulations and Guidelines and all other applicable laws, rules, regulations, and executive orders. DHCD and the Chief Executive Officer of the municipality shall have access during normal business hours to all books and records of the Developer and the Project in order to monitor the Developer's compliance with the terms of this Agreement.

7. Recording. Upon execution, the Developer shall immediately cause this Agreement and any amendments hereto to be recorded with the Registry of Deeds for the County where the Project is located or, if the Project consists in whole or in part of registered land, file this Agreement and any amendments hereto with the Registry District of the Land Court for the

County where the Project is located (collectively hereinafter, the "Registry of Deeds"), and the Developer shall pay all fees and charges incurred in connection therewith. Upon recording or filing, as applicable, the Developer shall immediately transmit to DHCD and the Municipality evidence of such recording or filing including the date and instrument, book and page or registration number of the Agreement.

8. Representations. The Developer hereby represents, covenants and warrants as follows:

(a) The Developer (i) is a limited liability company duly organized under the laws of the Commonwealth of Massachusetts, and is qualified to transact business under the laws of this State, (ii) has the power and authority to own its properties and assets and to carry on its business as now being conducted, and (iii) has the full legal right, power and authority to execute and deliver this Agreement.

(b) The execution and performance of this Agreement by the Developer (i) will not violate or, as applicable, has not violated any provision of law, rule or regulation, or any order of any court or other agency or governmental body, and (ii) will not violate or, as applicable, has not violated any provision of any indenture, agreement, mortgage, mortgage note, or other instrument to which the Developer is a party or by which it or the Project is bound, and (iii) will not result in the creation or imposition of any prohibited encumbrance of any nature.

(c) The Developer will, at the time of execution and delivery of this Agreement, have good and marketable title to the premises constituting the Project free and clear of any lien or encumbrance (subject to encumbrances created pursuant to this Agreement, any loan documents relating to the Project the terms of which are approved by DHCD, or other permitted encumbrances, including mortgages referred to in paragraph 17, below).

(d) 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 Developer, threatened against or affecting it, or any of its properties or rights, which, if adversely determined, would materially impair its right to carry on business substantially as now conducted (and as now contemplated by this Agreement) or would materially adversely affect its financial condition.

9. Transfer Restrictions. Except for rental of Units to Low or Moderate Income Tenants as permitted by the terms of this Agreement, the Developer will not sell, transfer, lease, or exchange the Project or any portion thereof or interest therein (collectively, a "Sale") or (except as permitted under Section (d) below) mortgage the Property without the prior written consent of DHCD and the Municipality.

(a) A request for consent to a Sale shall include:

- A signed agreement stating that the transferee will assume in full the Developer's obligations and duties under this Agreement, together with a certification by the attorney or title company that it will be held in escrow and, in the case of any transfer other than a transfer of Beneficial Interests

(as defined below), recorded in the Registry of Deeds with the deed and/or other recorded documents effecting the Sale;

- The name of the proposed transferee and any other entity controlled by or controlling or under common control with the transferee, and names of any affordable housing developments in the Commonwealth owned by such entities;
- A certification from the Municipality that the Project is in compliance with the affordability requirements of this Agreement.

(b) Consent to the proposed Sale shall be deemed to be given unless DHCD or the Municipality notifies the Developer within thirty (30) days after receipt of the request that either

- The package requesting consent is incomplete, or
- The proposed transferee (or any entity controlled by or controlling or under common control with the proposed transferee) has a documented history of serious or repeated failures to abide by agreements of affordable housing funding or regulatory agencies of the Commonwealth or the federal government or is currently in violation of any agreements with such agencies beyond the time permitted to cure the violation, or
- The Project is not being operated in compliance with the affordability requirements of this Agreement at the time of the proposed Sale.

(c) The Developer shall provide DHCD and the Municipality with thirty (30) day's prior written notice of the following:

- (i) any change, substitution or withdrawal of any general partner, manager, or agent of Developer; or
- (ii) the conveyance, assignment, transfer, or relinquishment of a majority of the Beneficial Interests (herein defined) in Developer (except for such a conveyance, assignment, transfer or relinquishment among the holders of Beneficial Interests as of the date of this Agreement, or to one or more estate planning trusts principally for the benefit of such holders); or
- (iii) the sale, mortgage, conveyance, transfer, ground lease, or exchange of Developer's interest in the Project or any part of the Project.

For purposes hereof, the term "Beneficial Interest" shall mean: (i) with respect to a partnership, any partnership interests or other rights to receive income, losses, or a return on equity contributions made to such partnership; (ii) with respect to a limited liability company, any interests as a member of such company or other rights to receive income, losses, or a return on equity contributions made to such company; or (iii) with respect to a company or corporation, any interests as an officer, board member or stockholder of such company or corporation to

receive income, losses, or a return on equity contributions made to such company or corporation.

(d) Notwithstanding the above, DHCD's consent under this Section 9 shall not be required with respect to the grant by the Developer of any mortgage or other security interest in or with respect to the Project to a state or national bank, state or federal savings and loan association, cooperative bank, mortgage company, trust company, insurance company or other institutional lender made at no greater than the prevailing rate of interest or any exercise by any such mortgagee of any of its rights and remedies (including without limitation, by foreclosure or by taking title to the Project by deed in lieu of foreclosure), subject, however to the provisions of Section 14 hereof.

Developer hereby agrees that it shall provide copies of any and all written notices received by Developer from a mortgagee exercising or threatening to exercise its foreclosure rights under the mortgage.

10. Casualty; Demolition; Change of Use.

(a) The Developer represents, warrants, and agrees that if the Project, or any part thereof, shall be damaged or destroyed or shall be condemned or acquired for public use, the Developer (subject to the approval of the lender(s) which has provided financing) will use its best efforts to repair and restore the Project to substantially the same condition as existed prior to the event causing such damage or destruction, or to relieve the condemnation, and thereafter to operate the Project in accordance with this Agreement.

(b) The Developer shall not, without prior written approval of DHCD and the Municipality and an amendment to this Agreement, change the type or number of Low and Moderate Income Units. The Developer shall not demolish any part of the Project or substantially subtract from any real or personal property of the Project, or permit the use of the dwelling accommodations of the Project for any purpose except residences and any other uses permitted by the applicable zoning then in effect;

11. Governing Law. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts. Any amendments to this Agreement must be in writing and executed by all of the parties hereto. The invalidity of any clause, part, or provision of this Agreement shall not affect the validity of the remaining portions hereof.

12. Notices. All notices to be given pursuant to this Agreement shall be in writing and shall be deemed given when delivered by hand or when mailed by certified or registered mail, postage prepaid, return receipt requested, to the parties hereto at the addresses set forth below, or to such other place as a party may from time to time designate by written notice:

DHCD: Department of Housing and Community Development  
Attention: Local Initiative Program Director  
100 Cambridge Street, 3rd Floor  
Boston, MA 02114

Municipality: City of Beverly  
191 Cabot Street  
Beverly, MA 01915  
Attention: Planning Director

Developer: \_\_\_\_\_, LLC  
10 Post Office Square  
Boston, MA 02109  
Attention: \_\_\_\_\_, Manager

13. Term.

(a) This Agreement and all of the covenants, agreements and restrictions contained herein shall be deemed to be an affordable housing restriction as that term is defined in G.L. c. 184, § 31 and as that term is used in G.L. c.184, § 26, 31, 32 and 33. This Agreement shall bind, and the benefits shall inure to, respectively, Developer and its successors and assigns, and DHCD and its successors and assigns and the Municipality and its successors and assigns. DHCD has determined that the acquiring of such affordable housing restriction is in the public interest. The term of this Agreement, the rental restrictions, and other requirements provided herein shall be perpetual.

(b) The Developer intends, declares and covenants on behalf of itself and its successors and assigns (i) that this Agreement and the covenants, agreements and restrictions contained herein shall be and are covenants running with the land, encumbering the Project for the term of this Agreement, and are binding upon the Developer's successors in title, (ii) are not merely personal covenants of the Developer, and (iii) shall bind the Developer, its successors and assigns and enure to the benefit of DHCD and the Municipality and their successors and assigns for the term of the Agreement. Developer hereby agrees that any and all requirements of the laws of the Commonwealth of Massachusetts to be satisfied in order for the provisions of this Agreement to constitute restrictions and covenants running with the land shall be deemed to be satisfied in full and that any requirements of privity of estate are also deemed to be satisfied in full.

14. Lender Foreclosure. The rights and restrictions contained in this Agreement shall not lapse if the Project is acquired through foreclosure or deed in lieu of foreclosure or similar action, and the provisions hereof shall continue to run with and bind the Project.

15. Further Assurances. The Developer and the Municipality each agree to submit any information, documents, or certifications requested by DHCD which DHCD shall deem necessary or appropriate to evidence the continuing compliance of the Project Sponsor and the Municipality with the terms of this Agreement.

16. Default.

(a) The Developer and the Municipality each covenant and agree to give DHCD written notice of any default, violation or breach of the obligations of the Developer or the Municipality hereunder, (with a copy to the other party to this Agreement) within seven (7) days of first discovering such default, violation or breach (a "Default Notice"). If DHCD becomes aware of a default, violation, or breach of obligations of the Developer or the Municipality hereunder without receiving a Default Notice from Developer or the Municipality, DHCD shall give a notice of such default, breach or violation to the offending party (with a copy to the other party to this Agreement) (the "DHCD Default Notice"). If any such default, violation, or breach is not cured to the satisfaction of DHCD within thirty (30) days after the giving of the Default notice by the Developer or the Municipality, or if no Default Notice is given, then within thirty (30) days after the giving of the DHCD Default Notice, then at DHCD's option, and without further notice, DHCD may either terminate this Agreement, or DHCD may apply to any state or federal court for specific performance of this Agreement, or DHCD may exercise any other remedy at law or in equity or take any other action as may be necessary or desirable to correct non-compliance with this Agreement.

(b) If DHCD elects to terminate this Agreement as the result of a breach, violation, or default hereof, which breach, violation, or default continues beyond the cure period set forth in this Section 16, then the Low and Moderate Income Units and any other Units at the Project which have been included in the Subsidized Housing Inventory shall from the date of such termination no longer be deemed low and moderate income housing for the purposes of the Act and shall be deleted from the Subsidized Housing Inventory.

(c) The Developer acknowledges that the primary purpose for requiring compliance by the Developer with the restrictions provided herein is to create and maintain long-term affordable rental housing, and by reason thereof the Developer agrees that DHCD or the Municipality or any prospective, present, or former tenant shall be entitled for any breach of the provisions hereof, and in addition to all other remedies provided by law or in equity, to enforce the specific performance by the Developer of its obligations under this Agreement in a state court of competent jurisdiction. The Developer further specifically acknowledges that the beneficiaries of its obligations hereunder cannot be adequately compensated by monetary damages in the event of any default hereunder. In the event of a breach of this Agreement, the Developer shall reimburse DHCD for all costs and attorney's fees associated with such breach.

17. Mortgagee Consents. The Developer represents and warrants that it has obtained the consent of all existing mortgagees of the Project to the execution and recording of this Agreement and to the terms and conditions hereof and that all such mortgagees have executed the Consent and Subordination of Mortgage to Regulatory Agreement in the form attached hereto, the original of which shall be recorded herewith in said Registry of Deeds.

**[REMAINDER OF PAGE INTENTIONALLY BLANK]**

Executed as a sealed instrument as of the date first above written.

DEVELOPER

\_\_\_\_\_, LLC

By: \_\_\_\_\_  
Its: Manager

DEPARTMENT OF HOUSING AND  
COMMUNITY DEVELOPMENT

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

MUNICIPALITY

By: \_\_\_\_\_  
Its: Chief Executive Officer

Attachments: Exhibit A - Legal Property Description  
Exhibit B - Rents for Low and Moderate Income Units

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF \_\_\_\_\_, ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_, before me, the undersigned notary public, personally appeared \_\_\_\_\_, proved to me through satisfactory evidence of identification, which were \_\_\_\_\_, to be the person whose name is signed on the preceding document, as Manager of the \_\_\_\_\_ [Developer], and acknowledged to me that he/she signed it voluntarily for its stated purpose.

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

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF SUFFOLK ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_, before me, the undersigned notary public, personally appeared \_\_\_\_\_, proved to me through satisfactory evidence of identification, which were \_\_\_\_\_, to be the person whose name is signed on the preceding document, as \_\_\_\_\_ for the Commonwealth of Massachusetts acting by and through the Department of Housing and Community Development, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

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



COMMONWEALTH OF MASSACHUSETTS

COUNTY OF \_\_\_\_\_, ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_, before me, the undersigned notary public, personally appeared Michael P. Cahill, proved to me through satisfactory evidence of identification, which were \_\_\_\_\_, to be the person whose name is signed on the preceding document, as Mayor for the City of Beverly, and acknowledged to me that he signed it voluntarily for its stated purpose.

---

Notary Public  
Print Name:  
My Commission Expires:

DRAFT

**FORM OF  
CONSENT AND SUBORDINATION OF MORTGAGE  
TO REGULATORY AGREEMENT**

Reference is hereby made to a certain Mortgage dated \_\_\_\_\_ given by \_\_\_\_\_ to \_\_\_\_\_, recorded with the \_\_\_\_\_ Registry of Deeds at Book \_\_\_\_\_, Page \_\_\_\_\_ (“Mortgage”).

The Undersigned, present holder of said Mortgage, hereby recognizes and consents to the execution and recording of this Agreement and agrees that the aforesaid Mortgage shall be subject and subordinate to the provisions of this Agreement, to the same extent as if said Mortgage had been registered subsequent thereto. The Undersigned further agrees that in the event of any foreclosure or exercise of remedies under said Mortgage it shall comply with the terms and conditions hereof.

[NAME OF LENDER]

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

*(If the Development has more than one mortgagee, add additional consent forms.)*

COMMONWEALTH OF MASSACHUSETTS  
COUNTY OF \_\_\_\_\_, ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned notary public, personally appeared \_\_\_\_\_, proved to me through satisfactory evidence of identification, which were \_\_\_\_\_, to be the person whose name is signed on the preceding document, as \_\_\_\_\_ of \_\_\_\_\_ Bank, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

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

## EXHIBIT A

Re: \_\_\_\_\_  
(Project name)  
\_\_\_\_\_  
(City/Town)  
\_\_\_\_\_  
(Developer)

### Property Description

#### Parcel I:

NORTHWESTERLY by Chapman Street one hundred twenty and 26/100 (120.26) feet;  
NORTHEASTERLY by Federal Street one hundred sixty nine and 17/100 (169.17) feet;  
SOUTHEASTERLY by land now or formerly of Mary A. Cressey ninety-four and 89/100 (94.89) feet; and  
SOUTHWESTERLY seventy and 25/100 (70.25) feet;  
SOUTHEASTERLY twenty-eight and 40/100 (28.40) feet; and  
SOUTHWESTERLY one hundred and 60/100 (100.60) feet by land now or formerly of Myer Dana.

All of said boundaries are determined by the Court to be located as shown upon plan numbered 23501-A, drawn by Thomas A. Appleton, Civil Engineer, dated December 3, 1951, as modified and Approved by the Court, filed in the Land Registration Office, a copy of a portion of which is filed with original Certificate of Title 22898 in said Registry.

#### Parcel II:

NORTHWESTERLY by Chapman Street ninety-four and 12/100 (94.12) feet;  
NORTHERLY one hundred and 60/100 (100.60) feet;  
WESTERLY twenty-eight and 40/100 (28.40) feet, by land now or formerly of Elizabeth R. MacMurtry et al;  
NORTHERLY by lands now or formerly of Sarah A. Cressy and of William F. Lee et al two hundred twenty-seven and 79/100 (227.79) feet;  
EASTERLY by the westerly line of Cabot Street one hundred thirteen and 81/100(113.18);  
SOUTHERLY by lands now or formerly A. E. Lunt et al Trs., of William R. Remmonds et al and of Adelaide Lovett three hundred twelve and 31/100 (312.31) feet.

All of said boundaries are determined by the Court to be located as shown upon plan numbered 13712-A, drawn by S.L. Leftovith, Surveyor, dated July 24, 1929, as modified and approved by the Court, filed in the Land Registration Office, a copy of a portion of which is filed with original Certificate of Title 8219 in said Registry.

Parcel III:

That certain parcel of land situated in Beverly, Essex South County, Massachusetts, bounded and described as follows:

NORTHEASTERLY by the southwesterly line of Federal Street eighty and 68/100 (80.68) feet;

SOUTHEASTERLY by the northwesterly line of Chapman Street one hundred sixteen and 14/100 (116.14) feet;

SOUTHWESTERLY by land now or formerly of Laura Morgan eighty-two and 98/100 (82.98) feet;

NORTHWESTERLY by land now or formerly of Federal Building Association, Inc. one hundred twenty-two and 72/100 (122.72) feet.

All of said boundaries are determined by the Court to be located as shown upon plan numbered 25709-A, drawn by Schofield Brothers, Civil Engineers, dated February 4, 1955, as modified and approved by the Court, filed in the Land Registration Office, a copy of a portion of which is filed with Certificate of Title #25111 in said Registry.

For Title Reference, see Deed to \_\_\_\_\_ dated \_\_\_\_\_, filed as Document No. \_\_\_\_\_ with the Essex South Registry District of the Land Court.

**EXHIBIT B**

Re: \_\_\_\_\_  
(Project name)  
\_\_\_\_\_  
(City/Town)  
\_\_\_\_\_  
(Developer)

Initial Maximum Rents and Utility Allowances for Low and Moderate Income Units

	<u>Rents<sup>1</sup></u>	<u>Utility Allowance</u>
<b>Low Income Rents</b>		
One bedroom units	\$1,473-\$1,683	\$ _____
Two bedroom units	\$1,683-\$2,103	\$ _____
<b>Moderate Income Rents</b>		
One bedroom units	\$1,957-\$2,237	\$ _____
Two bedroom units	\$2,237-\$2,796	\$ _____

<sup>1</sup> All rents are subject to refinement during the DHCD approval process. Rents are based on households with 1-2 persons for one-bedroom units and 2-4 persons for two-bedroom units. Rents include heat, A/C, electricity and water.



# 218-224 Cabot Street

## Affirmative Fair Housing Marketing & Resident Selection Plan



Harborlight Community Partners is a 501(c)(3) non-profit organization  
P. O. Box 507, Beverly, MA 01915 | 978-922-1305 | [www.harborlightcp.org](http://www.harborlightcp.org)  
Tax ID # 04-2313571



# 218-224 Cabot Street

## Affirmative Fair Housing Marketing & Resident Selection Plan

ADD PICTURE

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## **I. Project Overview**

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218-224 Cabot Street  
Beverly MA 01915

218-224 Cabot Street is a new development sponsored by Leggat McCall Properties. We propose to revitalize a key part of Beverly's downtown and a vacant lot, which will include 113 total units of which 12 will be affordable units: 6 at 60% AMI and 6 at 80% AMI. The site is well-located and a short walk from both the Commuter Rail and downtown Beverly's amenities and parks.

Of the 12 affordable units: 8 will 1 bedrooms and 4 will be 2 bedrooms.

## **II. Eligibility & Preferences**

---

Rent will include utilities (heat, A/C, electricity, water), and the following other amenities will be available in the building and/or premises:

Should it be decided that rent will not be included the appropriate utility allowance(s) will be applied per data from the Beverly Housing Authority.

- Onsite parking
- In-unit laundry
- Common space including lounge, fitness facilities and private courtyard
- Heat and A/C individually-controlled
- Tile bathrooms, large windows, wood-look vinyl plank floors, and new kitchen appliances
- Close to downtown Beverly shops and restaurants, MBTA Commuter Rail, and Route 128

Of the 12 affordable units:

4 units will be 1 bedroom apartments at 60% AMI  
4 units will be 1 bedroom apartments at 80% AMI  
2 units will be 2 bedroom apartments at 60% AMI  
2 units will be 2 bedroom apartmnets at 80% AMI



Household Size	60% AMI Gross Income Limit	80% AMI Gross Income Limit
1	\$58,920	\$78,300
2	\$67,320	\$89,500
3	\$75,720	\$100,700
4	\$84,120	\$111,850

\*Gross Income per 2022 HUD Limits for Boston-Cambridge-Quincy MSA

### Applicant Suitability and Standards for Rejection

Harborlight Community Partners, Inc. will serve as the Lottery Agent for this development. To be eligible for 218-224 Cabot Street, families must meet the income eligibility requirements at or below 60%-80% AMI as noted above. Otherwise, qualified applicants are deemed acceptable for occupancy unless specific information or facts, as provided by the applicant, references, credit history, or criminal background report show one or more of the following:

1. The applicant, or any household member, has disturbed a neighbor or neighbors in a prior residence by behavior, which if repeated by a tenant, would substantially interfere with the rights or other tenants to peaceful enjoyment of their units.
2. The applicant, or any household member, has caused damage or destruction of property at a prior residence by behavior, and such damage or destruction of property, if repeated, would have a material adverse effect on the housing development or any unit in such development.
3. The applicant, or any household member, has displayed living habits or poor housekeeping at a prior residence, and such living habits or poor housekeeping, if repeated by a tenant, would pose a substantial threat to the health or safety of the tenant, other tenants, or would adversely affect the decent, safe, and sanitary condition of all or part of the housing.
4. The applicant, or any household member, in the past has engaged in criminal activity, or activity in violation of M.G.L. 151B, §4, which if repeated by a tenant, would interfere with or threaten the rights or other tenants to be secure in their persons or in their property or with the rights of other tenants to the peaceful enjoyment of their units and the common areas of the housing development.
5. The applicant, or any household member, who will be assuming part of the rent obligation has a history of non-payment of rent and such non-payment, if repeated by a tenant, would cause monetary loss; provided, however, that if the applicant or household member paid at least 50% of his/her household's monthly income for rent each month during a tenancy but was unable to pay the full rent, an eviction of non-payment of the balance shall not disqualify such individual from housing pursuant to this paragraph.
6. The applicant, or any household member, has a history of failure to meet material lease terms or the equivalent at one or more prior residences, and such failure if repeated by a tenant, would be detrimental to the housing development or to the health, safety, security, or peaceful enjoyment of other tenants.
7. The applicant has failed to provide information reasonably necessary for the housing provider to process the applicant's application.
8. The applicant has misrepresented or falsified any information required to be submitted as part of the applicant's application or a prior application submitted within the last three years, and the applicant fails to establish that the misrepresentation or falsification was unintentional.
9. The applicant, or any household member, has directed abusive or threatening behavior which was unreasonable and unwarranted towards a management agent's employee during the application process or any prior applicant process within three (3) years.
10. The applicant does not intend to occupy housing, if offered, as their primary residence.
11. The applicant, or any household member, is a currently illegal user of one or more controlled substances as defined in M.G.L. 97C, §1. A person's illegal use or possession of a controlled substance within the preceding 12 months shall create a presumption that such person is a current illegal user of a controlled substance, but the presumption may be overcome by a convincing showing that the person has permanently ceased all illegal use of controlled substances. This disqualification of current illegal users of controlled substances shall not apply to applicants for housing provided through a treatment program for illegal users of controlled substances.

12. The applicant's household income is above the approved income limits.
13. The applicant has poor credit history and is unable to provide a favorable prior landlord reference. Consideration of extenuating circumstances will be considered for all qualifying applicants in the screening process.
14. The applicant, or any household member, has been evicted for drug-related criminal activity within the past five (5) years.
15. The applicant, or any household member, is currently engaging in illegal drug use.
16. The Property Management and Lottery Agent determines that there is reasonable cause to believe that an applicant or household member's illegal use or a pattern of illegal use of a drug may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents. (Examples of evidence of illegal activities may include a conviction record, former landlord reference, etc.)
17. The applicant, or any household member, is a registered sex offender and/or is subject to a lifetime registration requirement under a state sex offender registration program. In accordance with Federal law, the Property Management and Lottery Agent shall establish standards that prohibit admission to any Federally assisted property to sex offenders subject to a lifetime registration requirement under a state sex offender program.
18. The Property Management and Lottery Agent determines that there is reasonable cause to believe that the applicant's abuse or pattern of abuse of alcohol interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents.

### Appeals Process

Any applicant who is refused housing based on these Standards for Rejection will be notified in writing of the reasons for the rejection. The letter will contain the statement: If you believe you have been discriminated against in seeking housing, you should contact the Massachusetts Commission Against Discrimination, Tel (617) 994-6000 and the U.S. Dept. of Housing and Urban Development, Tel. (617) 994-8300.

Rejected applicants will receive written notification containing the reason(s) for rejection based on the housing eligibility and tenant suitability criteria. They will be provided with an opportunity to appeal within ten (10) business days from the postmark date of the notification letter. Each rejected applicant and/or their designee have the right to appear before an Appeals Committee to be chaired by a senior member of the Property Management and Lottery Agent's team who is not involved in the day-to-day operations of the housing development. At least one member of the Committee will be a neutral party such as a representative of a community-based non-profit agency. At the hearing, the rejected applicant and/or their designee may present supporting information relevant to the reason for rejection. A final decision will be rendered by the Committee, in writing, within five (5) business days from the date of the hearing. The letter to the applicant will state their new status, if any, and give reason(s) for the decision. Appeals will be completed prior to the time unit offers are made; or the unit(s) will be held on reserve, pending outcome of the appeal(s). Applicants may also file a grievance with CTI under 760 CMR 6.0.

### Income and Asset Determination

The Property Manager will project a household's income over the next 12 months based on their current income and assets. In an effort to provide as accurate an income estimation as possible, the Property Manager will also review historical income data to provide a basis for future income estimates.

Sources of income considered in the application process include (but are not limited to): Social Security, alimony, child support, overtime pay, bonuses, unemployment, severance pay, part-time employment, matured bonds, monies to be received in court settlements, and actual or imputed interest and dividends on bank accounts and other assets. All sources of income are counted with the exception of income from employment for household members under the age of 18, and any income over \$480/year for full time students who are dependents. (NB: All such income must still be documented even if it is exempt from the household income calculation.)

There is no asset limit for households seeking units in this rental development. However, asset limits may apply for mobile Section 8 and MRVP subsidy programs, subject to all relevant program rules. As applicable, the higher of the actual income earned from assets, or the imputed income of 0.06% of all assets, will be counted as income. Household assets are calculated at the time of the application. Assets may include cash, net cash value of stocks, checking and savings accounts, investment accounts, real property, CDs, net cash value of retirement accounts, bonds, and capital investments etc.

Applicants cannot have a co-signer. Financial documentation is required to participate in the lottery. A list of these documents is included in the sample Lottery Application included in Section X of this AFHMP.

In order to qualify for an affordable unit:

1. Households must have income and assets that qualify within the parameters as described above.
2. Applicants will be subject to a screening by the Property Management and Lottery Agent, including a CORI and credit check. CORI and credit checks will be completed only when the applicants are selected. CORI checks will follow DHCD's model CORI policy, which is included in Section X of this AFHMP.
3. The affordable unit must be their principal, full-time residence. Applicants may not own another home, including owning a home in trust. All homes must be sold (closing complete) prior to leasing a unit.
4. Households, or their families, cannot have a financial interest in the development and a household member cannot be considered a related party.

#### Recertification

Tenants will be recertified annually for eligibility. If the household exceeds 140% of the maximum allowable income adjusted for household size, then at the end of the lease, tenants will have the option of staying in the unit and paying market rent or not renewing the lease.

The Property Management will complete the annual tax credit recertification.

#### Preferences

1. ADA Accessibility and Sensory-Impairment: Persons with disabilities in need of an ADA Accessible unit will have first preference to the six (6) units designated as such within the building.

### **III. Lottery Process**

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Since it is possible there will be more interested and eligible applicants than available units, Harborlight Community Partners will sponsor a lottery to rank the eligible applicants. The lottery will be held on or about February 1, 2024 (subject to date/time availability) at the Beverly Public Library, which has evening hours and ADA access, located at 32 Essex Street, Beverly, MA 01915. The lottery and unit award process will proceed per the following sequence:

1. All applications submitted prior to the application deadline will be reviewed for completeness and processed to confirm eligibility. Qualified households will be included in the lottery.
2. Eligible applicants will be notified in writing of their inclusion in the lottery. They will be assigned a unique lottery registration number and given any further information. Ineligible applicants will be notified in writing of their exclusion for the lottery, with the reason(s) for their ineligibility.
3. Lottery participants will be limited to 1-4 person households for the appropriately sized apartments available at 218-224 Cabot Street. Occupancy will not be more restrictive than the State Sanitary Code.
4. Applicants do not need to attend the lottery to be eligible to rent an affordable unit. All applicants will be notified in writing of the outcome of the lottery. Lottery winners will be notified immediately following the lottery and will receive clear instructions regarding the Lease Agreement and terms of occupancy. People not selected in the lottery will be notified in writing of their number on the waitlist.
5. A non-interested third party from the HCP staff will draw the lottery numbers. Please note the order of the numbers drawn does not necessarily reflect the order of households that will be selected as they may be adjusted for preferences for ADA Accessibility, Sensory-Impairment needs, homelessness, supportive service needs, and/or locality.

6. Award units designated for ADA Accessibility (6 units) draw order.
7. The top-ranking applicants will be offered to lease a unit. All applicants are subject to official income verification, credit check, and CORI screening by the Property Management and Lottery Agent. Applicants that have an opportunity to lease a unit are expected to occupy in a reasonable timeframe.
8. The Waitlist will be created from O draw order. Qualified applications received after the lottery will be added to the end of the pool draw order.

## **IV. Waitlist**

The Property Management and Lottery Agent will retain a waitlist of households who are not awarded a unit in the order that they were drawn. If any of the initial applicants do not rent a unit, the unit shall be offered to the highest ranked household on the list. After the initial lottery, applications will be numbered according to application date and time.

The waitlist will be retained and used to fill units for up to one (1) year. However, the number of households remaining on the list, the likelihood of the continuing eligibility of such households, and the demographic diversity of such households may inform the retention of the list, subject to the approval of the Subsidizing Agency.

After the initial lottery, the waitlist will be analyzed, maintained, and updated (through additional marketing) so that it remains consistent with the objectives of the housing program and is adequately representative of the racial, ethnic, and other characteristics of the initial lottery and applications received.

## **V. Non-Discrimination & Reasonable Accommodation Statements**

HCP 218-224 Cabot Street LLC and/or Harborlight Community Partners, Inc. do not discriminate in the selection of applicants on the basis of race, color, national origin, disability, age, ancestry, children, familial status, genetic information, marital status, public assistance recipient, religion, sex, sexual orientation, gender identity, veteran/military status, or any other basis prohibited by law.

Applicants with disabilities may request (i) modifications to the apartments or development, or (ii) accommodations to our rules, policies, practices, or services if such modifications and accommodations are necessary to afford an equal opportunity to use and enjoy the housing.

## **VI. Limited English Proficiency (LEP) Assistance Plan**

### Statement of Principle

Harborlight Community Partners encourages applicants with diverse backgrounds to apply for housing at all our communities, including 218-224 Cabot Street. We have adopted a LEP Assistance Plan to provide meaningful access to programs and activities by persons with Limited English Proficiency. In accordance with federal guidelines, HCP will make reasonable efforts to provide or arrange free language assistance for its LEP clients in a multitude of languages.

### Language Assistance Determination

1. A person who does not speak English as their primary language and who has a limited ability to read, write, speak, or understand English may be a Limited English Proficient (LEP) person and may be entitled to language assistance with respect to the project's programs and activities.
2. Language assistance includes interpretation, which means oral or spoken transfer of a message from one language into another language; and/or translation, which means the written transfer of a message from one language into another language. HCP will determine when interpretation and/or translation are needed and are reasonable.
3. HCP staff will take reasonable steps to provide the opportunity for meaningful access to LEP clients who have difficulty communicating in English. If a client asks for language assistance, and we determine that the client is an LEP person and that language assistance is necessary to provide meaningful access, HCP will make reasonable efforts to provide free language assistance. If reasonably possible, HCP will provide the language assistance in the LEP client's preferred language.

4. HCP has the discretion to determine whether language assistance is needed, and if so, the type of language assistance necessary to provide meaningful access.
5. HCP will periodically assess client needs for language assistance based on regional (Essex County) and municipal census data, requests for interpreters and/or translation, as well as the literacy skills of clients. At a minimum, this would include translation into Spanish and Portuguese. Marketing documents would also be translated into additional languages based on need and demographic analysis. Current U.S. Census language data for Essex County, MA is as follows:

	Essex County, MA
English Only	73.3 % (+/- 0.5)
Spanish	17.7% (+/- 0.3)
Other Indo-European Languages	5.9% (+/- 0.3)
Asian and Pacific Islander Languages	2.1% (+/- 0.1)
Other Languages	1.1% (+/- 0.2)

Source: US Census 2020 ACS 5-Year Estimates (Table S1601)

### Translation of Documents

1. If HCP determines that translation is necessary and appropriate, HCP will translate the lease and selected mailings and documents of vital importance into the needed language(s).
2. As opportunities arise, HCP may work with other housing agencies to share the costs of translating common documents, which may include language groups which do not (yet) reach the threshold level in the client population.
3. HCP will consider technological aids such as Internet-based translation services which may provide helpful, although perhaps not authoritative, translations of written materials.

### Formal Interpreters

1. When necessary to provide meaningful access for LEP clients, HCP will provide qualified interpreters, including HCP bilingual staff and contract vendors. At important stages that require one-on-one contact, written translation and verbal interpretation services will be provided.
2. HCP may require a formal interpreter to certify to the following:
  - a. The interpreter understood the matter communicated and rendered a competent interpretation.
  - b. The interpreter is covered by the Massachusetts Fair Information Practices Act and will not disclose non-public data without written authorization from the client.
3. Formal interpreters shall be used at the following:
  - a. Formal hearing for denial of admission to housing.
  - b. Informal settlement conferences and formal hearing for termination of housing.
4. An HCP staff interpreter may not be a subordinate to the person making the decision.
5. HCP maintains a list of qualified, bilingual employees who have applied for, and tested for proficiency in languages used by clients. Those employees receive additional compensation for demonstrating non-English language proficiency and can provide limited assistance to HCP staff and LEP clients as part of their regular job duties.

### Informal Interpreters

1. Informal interpreters may include the family members, friends, legal guardians, service representatives or advocates of the LEP client. HCP staff will determine whether it is appropriate to rely on informal interpreters, depending upon the circumstances and subject matter of the communication. However, in many circumstances, informal interpreters, especially children, are not competent to provide quality and accurate interpretations. There may be issues of confidentiality, competency or conflict of interest.
2. An LEP person may use an informal interpreter of their own choosing and at their expense, either in place of or as a supplement to the free language assistance offered by HCP. If possible, HCP should accommodate an LEP client's request to use an informal interpreter in place of a formal interpreter.

3. If an LEP client prefers an informal interpreter, after HCP has offered free interpreter services, the informal interpreter may interpret. In these cases, the client and interpreter should sign a waiver of free interpreter services.
4. If an LEP client wants to use their own informal interpreter, HCP reserves the right to also have a formal interpreter present.

#### Outside Resources

1. Outside resources may include community volunteers or HCP residents.
2. Outside resources may be used for interpreting services at public or informal meetings or events if a timely request has been made.

#### Monitoring

HCP will review and revise this LEP Plan from time to time. The review will include:

1. Reports from the HCP's computer business systems on the number of HCP clients who are LEP, to the extent that the software and staff data entry can provide such information. Such reports may be supplemented by staff observations.
2. Reports from the computer business systems and other sources listing the languages used by LEP clients.
3. A determination as to whether 5 percent or 1,000 persons from an HCP client group speak a specific language, which triggers consideration of document translation needs as described above.
4. Analysis of staff requests for contract interpreters: number of requests, languages requested, costs, etc.

#### LEP Plan Distribution and Training

The LEP Plan will be:

1. Distributed to all HCP Site Staff.
2. Available in HCP Management Offices and the Rental Office.
3. Posted on Harborlight Community Partner's website: [www.harborlighttcp.org](http://www.harborlighttcp.org).
4. Explained in orientation and training sessions for supervisors and other staff who need to communicate with LEP clients.

## **VII. VAWA Protections**

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The Property Management and Lottery Agent or Owner may not consider incidents of domestic violence, dating violence, or stalking as serious or repeated violations of the lease or other "good cause" for termination of assistance, tenancy, or occupancy of a victim who is protected from acts under the domestic or family violence laws of the jurisdiction.

The Property Management and Lottery Agent or Owner may not consider criminal activity directly relating to abuse, engaged in by a member of a tenant's household or any guest or other person under the tenant's control, cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant's family is the victim or threatened victim of that abuse.

The Property Management and Lottery Agent or Owner may request in writing that the victim, or a family member on the victim's behalf, certify that the individual is a victim of abuse and that the Certification of Domestic Violence, Dating Violence or Stalking, Form HUD-91066, or other documentation as noted on the certification form, be completed and submitted within 14 business days, or an agreed upon extension date, to receive protection under the VAWA. Failure to provide the certification or other supporting documentation within the specified timeframe may result in eviction.

## **VIII. Conflict of Interest Policy**

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#### Conflicts Prohibited

HCP 218-224 Cabot Street LLC and Harborlight Community Partners, Inc., as its Pr Lottery Agent, agree that no affordable unit

will be rented to an employee, agent, developer, or sponsor of either HCP 218-224 Cabot Street LLC or Harborlight Community Partners, Inc. (when acting as the Agent).

Persons Covered

The provisions described under Conflicts Prohibited above apply to any person who is an employee, agent, consultant, officer, elected official, or appointed official of the participating jurisdiction or DHCD.

**IX. Marketing & Outreach**

Affirmative fair marketing and tenant selection of all affordable units shall be conducted to provide maximum opportunity for low-income households, including minority households, to apply for the lottery. The Affirmative Fair Housing Marketing and Resident Selection Plan is subject to DHCD approval. After that approval has been granted, the Property Management and Lottery Agent (Harborlight Community Partners) will begin placing ads in print and online using the websites noted herein. The HCP contact person for the AFHMP is Anna Siedzik, Senior Project Manager (asiedzik@harborlightcp.org | 978-473-7191)

Schedule

- Affirmative marketing for 218-224 Cabot Street will begin one (1) month prior to General Marketing on June 1, 2023. General Marketing will begin July 1, 2023 and continue through December 1, 2023 (6 Months/180 days).
- Applications will be available starting August 2, 2023, with a deadline of January 1, 2024 for the lottery.
- After January 1, 2024 applications will continue to be available for the waitlist.
- Lottery will be held on or about February 1, 2024 (subject to date/time availability) at the Beverly Public Library, which has evening hours and ADA access, located at 32 Essex Street, Beverly, MA 01915. Print ads announcing the 180-day marketing period and advertising the rental opportunity to prospective tenants will run at least twice within the 180-day marketing period. The first run will be on/around Day 1, and the second run will be on/around Day 45 for a total of twice within 60 days.
- A Public Information Session will be held on or about October 1, 2023 (subject to date/time availability) at the Beverly Public Library, which has evening hours and ADA access, located at 32 Essex Street, Beverly, MA 01915. A remote (Zoom or similar) option will be available, and the session will also be recorded for later viewing by interested applicants.

Asian, African American, and Latinx groups, including non-English speakers, are the least likely populations to apply for this housing based on the demographics of the immediate municipality as evidenced by the U.S. Census data below:

	Essex County, MA	Rockport, MA CDP
White	85.1%	97.0%
Black or African American	7.1%	0.1%
American Indian and Alaska Native	0.9%	0.1%
Asian	3.9%	0.1%
Native Hawaiian and Other Pacific Islander	0.2%	0.0%
Two or More Races	2.8%	2.4%
Hispanic or Latino	22.2%	1.9%
White alone, not Hispanic or Latino	69.0%	96.3%

Source: US Census QuickFacts V2021

In order to reach people least likely to apply, advertisements will be posted in multiple newspapers that demonstrate a readership in regional communities. Second, flyers will be mailed or emailed in multiple languages to the organizations and faith communities who may have access to and interaction with identified communities; these are listed in Categories 4 and 5 below. Finally, flyers will be posted on HCP's website and social media channels in multiple languages. The HUD fair housing logo and slogan will be included in all marketing materials.

1. Print Advertisements

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- a. Salem News (Asian, Hispanic, Portuguese/Brazilian and General Population),
- b. Lynn Item (Asian, Hispanic, Portuguese/Brazilian, African American, General Population)
- c. Gloucester Times (Hispanic, Portuguese/Brazilian, General Population)
- d. El Mundo, Jamaica Plain (Hispanic)
- e. Sampan Newspaper, Boston (Asian)
- f. The Bay State Banner (African American)
- g. El Planeta, Boston (Hispanic)

2. Housing Specific Websites and Regulatory Commissions

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- a. Housing Navigator
- b. Mass Access Registry (CHAPA – Citizens' Housing & Planning Association)
- c. Metrolist (City of Boston)
- d. Massachusetts Affordable Housing Alliance (MAHA)
- e. Massachusetts Commission Against Discrimination
- f. City of Boston Fair Housing Commission
- g. City of Boston Civil Rights Committee

3. City of Beverly

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- a. Beverly Community Development
- b. Beverly Council on Aging
- c. Beverly Public Library
- d. Beverly Planning Board
- e. Beverly Public Schools

4. Area Housing/Social Service Organizations

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- a. North Shore Community Action Program
- b. Beverly Bootstraps Food Pantry
- c. Acord Food Pantry
- d. Eliot Community Human Services
- e. North Shore Family Promise
- f. North Shore Community Development Corporation
- g. North Shore HOME Consortium
- h. Habitat for Humanity North Shore
- i. Action, Inc.
- j. HAWC
- k. NAGLY

5. Faith Based Organizations

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- a. Spanish Church of God
- b. Haitian Baptist Church
- c. St. Vincent de Paul of Cape Ann
- d. Catholic Charities
- e. Temple B'nai Abraham
- f. Zion Baptist Church (Lynn)
- g. Bethel AME (Lynn)
- h. First Baptist Church in Beverly
- i. Eglise Baptiste Haitienne de Lynn
- j. First Brazilian Church of Greater Boston
- k. High Rock Haverhill Church

6. Civic Groups/Other

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- a. North Shore YMCA
- b. North Shore Juneteenth Association
- c. North Shore NAACP
- d. Craig's List
- e. Facebook

Applications will be available electronically on Harborlight Community Partners' website, and in hard copy at HCP's main office. Hard copy applications will also be available at Beverly City Hall and the Beverly Public Library, since they have evening hours and ADA access. A sample print advertisement and marketing flyer are included on the following pages (NB: Marketing documents subject to revision with additional renderings and/or as information session and lottery dates become final).

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## SAMPLE ADVERTISEMENT

**218-224 CABOT STREET – Beverly, MA**  
**AFFORDABLE HOUSING LOTTERY**  
**Applications Available: September 2, 2023**  
**Informational Meeting: December 1, 2023**  
**Lottery via Zoom and in person: March 5, 2024**  
**Attendance is optional and not mandatory to be placed on waitlist**

Providing affordable housing in Beverly, MA  
1-bedroom, 2-bedroom, on-site laundry and off-street parking.

Maximum income limits apply at 60% AMI: 1 person \$58,920; 2 persons \$67,320; 3 persons \$75,720;  
4 persons \$84,120;

Maximum income limits apply at 80% AMI: 1 person \$78,300; 2 persons \$89,500; 3 persons \$100,700;  
4 persons \$111,850;

60% AMI 1 bedroom estimated maximum rent \$1,473-\$1,683 (1-2 person);  
2-bedroom estimated maximum rent \$1,683-\$2,103 (2-4 person).

80% AMI 1 bedroom estimated maximum rent \$1,957-\$2,237 (1-2 person);  
2-bedroom estimated maximum rent \$2,237-\$2,796 (2-4 person)

Utilities (heat, A/C, electricity, water) included. Resident responsible for phone, wi-fi, and cable.

For information, reasonable accommodation, or to request an application, please call  
Harborlight Community Partners (Monday-Friday, 8:30 AM-4:30 PM) located at  
283 Elliot St., Beverly, MA 01915. Tel: 978-922-1305 TTY/TTD: Dial 711.

Applications will also be available on our website [www.harborlightcp.org](http://www.harborlightcp.org) and/or can be  
picked up at the Beverly Public Library, 32 Essex Street, Beverly, MA 01915

Applications can be mailed to P.O. Box 507, Beverly, MA 01915. Applications for the lottery  
must be postmarked by January 2, 2023, or if submitted in-person, by 4pm by January 2,  
2023. Once the lottery has been conducted, we will have an open application period.



## **X. Application Materials**

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Please see the following pages for the following sample application materials:

- Lottery Application
- General Release of Information
- CORI Application
- Sample Letters

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MAIL COMPLETED APPLICATIONS TO:  
 Harborlight Community Partners  
 P.O. Box 507  
 Beverly, MA 01915

Applicant Legal Name \_\_\_\_\_ Phone Number \_\_\_\_\_ E-mail \_\_\_\_\_  
 Address \_\_\_\_\_ City \_\_\_\_\_ State/Zip \_\_\_\_\_

I learned of this lottery from (check all that apply):

Website: \_\_\_\_\_ Letter: \_\_\_\_\_  
 Advertisement: \_\_\_\_\_ Other: \_\_\_\_\_

This application is not complete if not filled out completely, signed, and submitted with ONE COPY EACH of the following documentation as described below. All applicants must document all income sources and provide the most recent statement(s) for any bank accounts held by members of the household. Additional documents may be required depending on an applicant's specific circumstances. Failure to provide a complete application can delay the approval process and your ability to participate in the lottery.

**REQUIRED INCOME VERIFICATION DOCUMENTS:**

- \_\_\_\_\_ ALL APPLICANTS: Last year's Federal tax return (NO STATE RETURNS), including 1099s and W2s, for every person living in the household over the age of 18.
- \_\_\_\_\_ ALL APPLICANTS: Most recent statement(s) showing current value including all bank accounts, investment accounts, retirement accounts, CDs, real property, cash value of whole life policies, etc. If you do not have any accounts or assets of this kind, please write N/A.
- \_\_\_\_\_ IF WORKING: Five (5) most current, consecutive pay stubs, for all salaried employed household members over the age of 18. Six (6) months of income documentation for hourly and seasonal workers. For unemployment, disability, worker's compensation, and/or severance pay, copies of checks or DOR verification stating benefits received.
- \_\_\_\_\_ IF SELF-EMPLOYED: Provide a detailed expense and income statement for the five (5) months prior to submission of your application, and the three (3) most recently monthly statement(s) for all business checking and savings accounts.
- \_\_\_\_\_ IF RECEIVED: Recent statements received from Social Security, annuities, insurance policies, retirement funds, pensions, DTA benefits, disability or death benefits, etc.
- \_\_\_\_\_ IF YOU HAVE NO INCOME SOURCES: You must submit a notarized statement of zero (\$0) income.

**ADDITIONAL REQUIRED DOCUMENTS THAT MAY APPLY BASED ON YOUR SPECIFIC CIRCUMSTANCES:**

- \_\_\_\_\_ IF RECEIVING CHILD SUPPORT and/or ALIMONY: Legal documentation indicating the payment amount. If no court document(s) exist, provide a written statement indicating the monthly amount(s) received.
- \_\_\_\_\_ IF APPLICABLE: Interest, dividends, and other income from real or personal property.
- \_\_\_\_\_ IF PREGNANT: Proof of pregnancy; unborn children may be counted as household members.
- \_\_\_\_\_ IF APPLICABLE: School registration documenting full-time student status for any household member(s) over age 18.
- \_\_\_\_\_ IF IN THE PROCESS OF DIVORCE or SEPARATION: Legal documentation the process has begun or been finalized.



**HOUSEHOLD INFORMATION**

	<b>Name of Persons to Reside in Dwelling (First Name, Middle Initial, Last Name)</b>	<b>Age</b>	<b>Date of Birth</b>
1			
2			
3			
4			
5			
6			

What unit type do you need? (choose only ONE)     1-Bedroom     2-Bedroom

Do you have a mobile rental assistance voucher?     Yes     No  
 (Under no circumstance will voucher holders be discriminated against in determining the approval of a rental application.)

If YES, which kind of voucher?     Section 8     MRVP

Do you require a Mobility Accessible (ADA Type 2) unit?     Yes     No

**RACE AND ETHNIC DATA REPORTING FORM (OPTIONAL)**

Minority reporting categories include only American Indian or Alaska Native, Black or African American, Asian, Native Hawaiian or Pacific Islander; or Other (non-White); and the ethnic classification Hispanic or Latino. Please see the Instructions and category definitions on the next page of this application. There is no penalty for persons who do not complete this section of the application.

<b>Ethnic Categories (Select One)</b>	<b>Applicant</b>	<b>Other Household Member(s)</b>
Hispanic or Latino		
Not Hispanic or Latino		
<b>Racial Categories (Select All that Apply)</b>	<b>Applicant</b>	<b>Other Household Member(s)</b>
American Indian or Alaska Native		
Asian		
Black or African American		
Native Hawaiian or Other Pacific Islander		
White		
Other		

## INSTRUCTIONS FOR THE RACE AND ETHNIC DATA REPORTING FORM

Owner and agents are required to offer the applicant/tenant the option to complete the form. The form is to be completed at initial application or at lease signing. In-place tenants must also be offered the opportunity to complete the form as part of the next interim or annual recertification. Once the form is completed it need not be completed again unless the head of household or household composition changes. **There is no penalty for persons who do not complete the form.** However, the owner or agent may place a note in the tenant file stating the applicant/tenant refused to complete the form. **Parents or guardians are to complete the form for children under the age of 18.**

1. The two ethnic categories you should choose from are defined below. You should check one of the two categories:
  1. **Hispanic or Latino.** A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race. The term "Spanish origin" can be used in addition to "Hispanic" or "Latino."
  2. **Not Hispanic or Latino.** A person not of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race.
2. The five racial categories to choose from are defined below: You should check as many as apply to you:
  1. **American Indian or Alaska Native.** A person having origins in any of the original peoples of North and South America (including Central America), and who maintains tribal affiliation or community attachment.
  2. **Asian.** A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam
  3. **Black or African American.** A person having origins in any of the black racial groups of Africa. Terms such as "Haitian" or "Negro" can be used in addition to "Black" or "African American."
  4. **Native Hawaiian or Other Pacific Islander.** A person having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands.
  5. **White.** A person having origins in any of the original peoples of Europe, the Middle East or North Africa.

**INCOME**

List all income of all members over the age of 18 listed on application to reside in the unit, such as wages, child support, Social Security benefits, all types of pensions, employment, Unemployment Compensation, Workman's Compensation, alimony, disability or death benefits, and any other form of income. Adults with zero (\$0) income are required to submit a notarized statement. If additional space is needed, please attach another sheet.

Source(s) of Income		Address/Phone # of Source	GROSS Amount per Year
1			
2			
3			
4			
<b>TOTAL</b>			

**ASSETS**

List all bank accounts (checking and savings), CDs, stocks, bonds, retirement accounts, savings bonds, real property, and/or any other investments below. If additional space is needed, please attach another sheet. Household assets do not include personal property. The affordable unit must be your principal, full-time residence. Applicants may not own another home, including owning a home in trust. All homes must be sold (closing complete) prior to leasing a unit.

Type(s) of Asset		Bank/Credit Union Name	Account #	Value or Balance
1	Checking account			
2	Savings account			
3	Retirement account			
4	Other: _____			
5	Other: _____			
6	Other: _____			
<b>TOTAL</b>				

**EMPLOYMENT STATUS(ES)**

Please provide information for each employed household member over age 18 for any job(s) that provide regular, occasional, temporary, or seasonal income. All employment income must be documented as described on Page 1 of this application.

Name of Employed: \_\_\_\_\_

Occupation: \_\_\_\_\_

Present Employer: \_\_\_\_\_

Employer Address: \_\_\_\_\_

Name & Title of Supervisor: \_\_\_\_\_

Date of Hire: \_\_\_\_\_ Annual Gross Salary: \_\_\_\_\_

Name of Employed: \_\_\_\_\_

Occupation: \_\_\_\_\_

Present Employer: \_\_\_\_\_

Employer Address: \_\_\_\_\_

Name & Title of Supervisor: \_\_\_\_\_

Date of Hire: \_\_\_\_\_ Annual Gross Salary: \_\_\_\_\_

Name of Employed: \_\_\_\_\_

Occupation: \_\_\_\_\_

Present Employer: \_\_\_\_\_

Employer Address: \_\_\_\_\_

Name & Title of Supervisor: \_\_\_\_\_

Date of Hire: \_\_\_\_\_ Annual Gross Salary: \_\_\_\_\_

Name of Employed: \_\_\_\_\_

Occupation: \_\_\_\_\_

Present Employer: \_\_\_\_\_

Employer Address: \_\_\_\_\_

Name & Title of Supervisor: \_\_\_\_\_

Date of Hire: \_\_\_\_\_ Annual Gross Salary: \_\_\_\_\_



**APPLICANT CERTIFICATION**

1. I/We certify that my household size is \_\_\_\_\_ persons, as documented herein.
2. I/We certify that my total household income equals \$\_\_\_\_\_, as documented herein.
3. I/We certify that the information in this application and in support of this application is true and correct to the best of my knowledge and belief under full penalty of perjury. I understand that false or incomplete information may result in disqualification from further consideration.
4. I/We certify that no member of my family has a financial interest in the project.
5. I/We understand that being selected in the lottery does not guarantee that I will be able to lease a unit. I understand that all application data will be verified, and additional financial information may be required, verified, and reviewed prior to leasing a unit. I also understand that the project's owner will perform its own screening to determine eligibility.
6. I/We authorize Harborlight Community Partners, Inc. to verify all financial and household information and direct any employer, landlord or financial institution to release any information to Harborlight Community Partners, Inc. and the project owner to determine eligibility.
7. I/We understand that if my/our total income exceeds 140% of the maximum allowable income and at the time of annual eligibility determination, at the end of my current lease term I will no longer be eligible for the affordable rent.

I/We have completed an application and have reviewed and understand the process that will be utilized to distribute the available units. I am qualified based on the program guidelines and agree to comply with applicable regulations.

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Applicant Signature \_\_\_\_\_ Date \_\_\_\_\_

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Co-Applicant Signature \_\_\_\_\_ Date \_\_\_\_\_

HCP 218-224 Cabot Street LLC and/or Harborlight Community Partners, Inc. do not discriminate in the selection of applicants on the basis of race, color, national origin, disability, age, ancestry, children, familial status, genetic information, marital status, public assistance recipient, religion, sex, sexual orientation, gender identity, veteran/military status, or any other basis prohibited by law.

Applicants with disabilities may request (i) modifications to the apartments or development, or (ii) accommodations to our rules, policies, practices, or services if such modifications and accommodations are necessary to afford an equal opportunity to use and enjoy the housing.

THIS IS APPLICATION IS ONLY FOR THIS SPECIFIC DEVELOPMENT

## GENERAL AUTHORIZATION FOR RELEASE OF INFORMATION

Applicant's Name: \_\_\_\_\_

Applicant's Address: \_\_\_\_\_

I, the above-named individual, have authorized HCP 218-224 Cabot Street LLC and/or Harborlight Community Partners, Inc. to verify the accuracy of the information which I have provided to them, from the following sources (specify).

- |   |   |
|---|---|
| <ul style="list-style-type: none"> <li>▪ Child Care Expenses</li> <li>▪ Courts</li> <li>▪ Family Composition</li> <li>▪ Law Enforcement Agency</li> <li>▪ Credit Bureau</li> <li>▪ Employment</li> <li>▪ Self-Employment</li> <li>▪ Unemployment Compensation</li> <li>▪ Pensions</li> <li>▪ Annuities</li> <li>▪ Social Security</li> <li>▪ Supplemental Security Income</li> <li>▪ State Welfare Agencies</li> <li>▪ State Employment Security Agency</li> <li>▪ Workman's Compensation</li> <li>▪ Health &amp; Accident Insurance</li> </ul> | <ul style="list-style-type: none"> <li>▪ Veteran's Benefits</li> <li>▪ Federal, State, or Local Benefits</li> <li>▪ Banks, Credit Unions</li> <li>▪ IRAs, CDs, 401k, 403b</li> <li>▪ Interest, Dividends</li> <li>▪ Financial Institutions, Brokerages</li> <li>▪ Mutual Funds</li> <li>▪ Alimony, Child Support</li> <li>▪ Other Income - Regular Gifts or Allowances from Another Person</li> <li>▪ Commissions, Tips, Bonus</li> <li>▪ Landlords, Rental History</li> <li>▪ Identity &amp; Marital Status</li> <li>▪ Handicapped Assistance Expenses</li> <li>▪ Medical Insurance Premiums</li> <li>▪ Un-reimbursed Medical Expenses</li> <li>▪ School &amp; College Tuition Fees</li> </ul> |
|---|---|

I HEREBY GIVE YOU MY PERMISSION TO RELEASE THIS INFORMATION TO: HCP 218-224 Cabot Street LLC and/or Harborlight Community Partners, Inc., subject to the condition that it be kept confidential. I would appreciate your prompt attention in supplying the information requested on the attached page to HCP 218-224 Cabot Street LLC within five (5) days of receipt of this request.

I understand that a photocopy of this authorization is as valid as the original. Thank you for your assistance and cooperation.

Signed under the pains and penalties of perjury:

\_\_\_\_\_  
Applicant Signature

\_\_\_\_\_  
Date



## CRIMINAL OFFENDER RECORD INFORMATION

Harborlight Community Partners is registered under the provisions of M.G.L. c6, §172 to receive CORI for the purposes of screening current and otherwise qualified prospective employees, subcontractors, volunteers, license applicants, current licensees, and applicants for the rental of leasing of housing.

As a prospective or current employee, subcontractor, volunteer, license applicant, or applicant for the rental of lease of housing, I understand that a CORI check will be submitted for my personal information to the DCJIS. I hereby acknowledge and provide permission to submit a CORI check for my information to the DCJIS. This authorization is valid for one year from date of my signature. I may withdraw this authorization at any time by providing written notice of my intent to withdraw consent to a CORI check.

By signing below, I provide my consent to a CORI check and acknowledge that the information provided on this Acknowledgement Form is true and accurate.

APPLICANT SIGNATURE

DATE

**SUBJECT INFORMATION:** An asterisk (\*) denotes a required field

\*LAST NAME

\*FIRST NAME

MIDDLE NAME

SUFFIX

MAIDEN NAME (or other name(s) by which you have been known)

\*DATE OF BIRTH (mm/dd/yyyy)

PLACE OF BIRTH

\*SOCIAL SECURITY NUMBER

SEX: \_\_\_\_\_ HEIGHT: \_\_\_\_\_ ft \_\_\_\_\_ in EYE COLOR: \_\_\_\_\_ RACE: \_\_\_\_\_

MOTHER'S FULL MAIDEN NAME

FATHER'S FULL NAME

CURRENT AND FORMER ADDRESSES

DRIVER'S LICENSE OR STATE ID #: \_\_\_\_\_ STATE OF ISSUE: \_\_\_\_\_

THE INFORMATION ABOVE WAS VERIFIED USING THE FOLLOWING GOVERNMENT ISSUED IDENTIFICATION:

NAME OF VERIFYING EMPLOYEE (print)

SIGNATURE OF VERIFYING EMPLOYEE

DATE



## MODEL POLICY REGARDING APPLICANT SCREENING ON THE BASIS OF CRIMINAL RECORDS

Consistent with CORI reform in Massachusetts, to the extent criminal offender record information will be accessed to screen applicants for housing, such access will be utilized for rental or lease of housing only and will generally be limited to: felony convictions for 10 years following the disposition thereof, including termination of any period of incarceration or custody; misdemeanor convictions for 5 years following the disposition thereof, including termination of any period of incarceration or custody; and pending criminal charges as provided under M.G.L. c. 6, § 172 as amended, and implementing regulations at 803 CMR 2.00 et seq. Such limitations will not apply to convictions for murder, voluntary manslaughter, involuntary manslaughter, and sex offenses as defined in M.G.L. c. 6 § 178C that are punishable by a term of incarceration in state prison. Entities that are required to obtain a CORI for the housing or portion of such housing by a statutory or regulatory provision may be eligible to obtain additional CORI information for the housing, or portion of such housing, pursuant to M.G.L. c. 6, § 172 as amended, and implementing regulations at 803 CMR 2.00 et seq.

Where criminal record checks are part of a general background screening of applicants for housing, the following practices and procedures will generally be followed.

I. All applicants for housing will be notified that a criminal record check will be conducted. If requested, they will be provided with a copy of this applicant screening policy.

II. An informed review of a criminal record requires adequate training. Accordingly, all personnel authorized to review records of criminal activity in the decision-making process must be thoroughly familiar with criminal records and this applicant screening policy.

III. Unless otherwise provided by law, a criminal record will not automatically disqualify an applicant. Rather, determinations of suitability based on criminal record checks will be made consistent with this policy. Records of criminal activity not resulting in a conviction (i.e., records of arrests, arraignments, dismissals, etc.) are not reliable evidence of criminal activity and, without more, shall not form the basis of a denial of housing. Records of criminal activity gleaned from newspaper articles or internet searches are not inherently reliable and should not be the sole basis for a denial of housing. Records of convictions obtained from a state agency responsible for maintaining and disseminating criminal records are the most reliable, preferred source of information concerning records of criminal activity. In Massachusetts, those agencies are the Department of Criminal Justice Information Services ("DCJIS") (formerly the Criminal History Systems Board) and the Sex Offender Registry Board.

IV. If a record of criminal activity is revealed through a background check, the organization's applicant selector will closely compare the record provided by the background check with the identifying information provided by the applicant, to ensure that the record relates to the applicant.

V. If Harborlight Community Partners is inclined to make an adverse decision based on the results of the background check concerning criminal records, the applicant will be notified immediately. The applicant shall be provided with a copy of the criminal record and the organization's applicant screening policy, advised of the part(s) of the record that make the individual unsuitable for housing, and given an opportunity to dispute the accuracy and relevance of the criminal record. If the applicant denies that the record is accurate or that he is the person to whom it pertains, then Harborlight Community Partners shall allow the applicant a reasonable amount of time to seek to have the record corrected.

VI. If Harborlight Community Partners reasonably believes the record belongs to the applicant and that it is accurate, then the determination of suitability for housing will be made. Unless otherwise provided by law, factors considered in determining suitability may include, but not be limited to the following:

- a) Relevance of the crime to the housing sought;
- b) The nature of the housing for which the applicant is applying;
- c) Time since the conviction;
- d) Age of the applicant at the time of the offense;
- e) Seriousness and specific circumstances of the offense;
- f) The number of offenses;
- g) Whether the applicant has pending charges;
- h) Whether the applicant is still on probation or parole;
- i) Any relevant evidence of rehabilitation or lack thereof;
- j) Any other relevant information, including information submitted by the applicant or requested by the organization.

VII. Harborlight Community Partners will notify the applicant of the decision and the basis of the decision in a timely manner.



Building Homes. Strengthening Communities. Changing Lives.

## SAMPLE LOTTERY ACCEPTANCE LETTER

[DATE]

[Applicant Name]  
[Applicant Address]

Dear Applicant,

This letter is to advise you that your application for an apartment at 218-224 Cabot Street (Beverly, MA) has been received. Based on our initial review, it will be entered into the lottery. Your number for the lottery drawing is   #  .

This number will be placed in the lottery drawing, and you will be notified what number you are on the waitlist when all applications have been drawn. Please note that having your number drawn in the lottery does not guarantee you housing. There are qualifications that will need to be met, and additional information you will need to provide Harborlight Community Partners before you are considered for tenancy. These will be explained to you after the lottery is complete and the waitlist order has been determined.

The lottery will be held on XXX via Zoom and in-person at the Beverly Public Library, located at 32 Essex St, Beverly, MA. If you wish to be a part of the Zoom meeting, please alert me via email and an invite will be sent to you. However, it is not necessary that you attend to participate in the lottery.

If you have any questions or concerns, please do not hesitate to contact me.

Best wishes,

Anna Siedzik (she/her)  
Lottery Agent & Senior Project Manager  
[asiedzik@harborlightcp.org](mailto:asiedzik@harborlightcp.org) | 978-473-7191

DRAFT



If you believe you have been a victim of housing discrimination you may contact the Civil Rights Division at (617) 727-2200 or [file a civil rights complaint](#). In addition, you may file with the [Massachusetts Commission Against Discrimination](#), (617) 994-6000.

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**Harborlight Community Partners is a 501(c)(3) non-profit organization**  
P. O. Box 507, Beverly, MA 01915 | 978-922-1305 | [www.harborlightcp.org](http://www.harborlightcp.org)  
Tax ID # 04-2313571

## SAMPLE LOTTERY INELIGIBLE LETTER

[DATE]

[Applicant Name]  
[Applicant Address]

Dear Applicant,

Your application for an apartment at 218-224 Cabot Street (Beverly, MA) has been rejected for the reason(s) listed below:

- The unit sizes available do not meet your needs; you would be over/underhoused at 218-224 Cabot Street
- Gross annual income as listed in your application exceeds the Maximum Income Limit
- Gross annual income as listed in your application does not meet the Minimum Income Requirement
- You are a full-time student
- History of poor rental payment
- Landlord reference
- History of behavior as a tenant which if repeated in DHCD housing would substantially interfere with the rights of other tenants including:
  - Poor housekeeping that create health, safety and/or sanitation hazards
  - Damage to or destruction of property
  - Criminal activity, including drug-related criminal activity or sex offender activity
  - Violence, threats, disturbances of neighbors or staff
- Requiring services from management that represent an alteration in the fundamental nature of the program in order to comply with the lease
- Providing false or inaccurate information in your application
- Failure to provide information, which we have requested in order to complete processing of your application
- Applicant does not intend to occupy the housing, if offered, as their primary residence
- Poor credit report received from:
  - Credit Agency: Experian
  - Address: P.O. Box 2104, Allen, TX 75013
  - Telephone: 888-397-3742

You have the right to obtain a copy of your file from the credit-reporting agency. You may contact them at the address and telephone number listed above.

If the unfavorable circumstances listed above are the result of your having a disability, you may request a reasonable accommodation. A reasonable accommodation is an adjustment to an apartment or a procedure by an agent, which will prevent the problem from occurring.

If you believe the circumstances listed did not occur or can be satisfactorily explained, you may, in accordance with HUD 24 CFR request a hearing. You must request either or both a reasonable accommodation and/or a hearing with ten (10) days of the postmark of this letter.

Best wishes,

Anna Siedzik (she/her)  
Lottery Agent & Senior Project Manager  
[asiedzik@harborlightcp.org](mailto:asiedzik@harborlightcp.org) | 978-473-7191



If you believe you have been a victim of housing discrimination you may contact the Civil Rights Division at (617) 727-2200 or [file a civil rights complaint](#). In addition, you may file with the [Massachusetts Commission Against Discrimination](#), (617) 994-6000.



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## SAMPLE REQUEST FOR INFORMATION LETTER

[DATE]

[Applicant Name]

[Applicant Address]

Dear Applicant,

Your application for an apartment at 218-224 Cabot Street (Beverly, MA) has been received. However, in order to determine your eligibility for the lottery, we need additional information from you. Please provide us with the following documents as soon as possible so that we may continue our review of your application (documents needed are marked with an X):

- ( ) Last year's Federal tax return (NO STATE RETURNS)
- ( ) 5 most current, consecutive pay stubs, for all salaried employed household members 18+.
- ( ) Child support and alimony: legal court document indicating payment amount.
- ( ) Self-employed: provide detailed expense/income statement for 5 months prior to lottery.
- ( ) Recent statements from social security, annuities, insurance policies, retirement funds, pensions, disability, or death benefits, etc.
- ( ) Asset statements showing current value of all bank accounts, investments accounts, retirements accounts, cash value of whole life policies, etc.
- ( ) Interest, dividends, or other income from real or personal property.
- ( ) Unborn children may be counted as household members with proof of pregnancy.
- ( ) School registration for any full-time student for any household member 18+.
- ( ) If in the process of divorce or separation, provide legal proof that the process has begun or has been finalized.
- ( ) Other \_\_\_\_\_

If you do not reply to this request for information before XXX your application will be considered incomplete and you will not be entered into the lottery. If you have any questions or concerns, please do not hesitate to contact me.

Best wishes,

Anna Siedzik (she/her)  
Lottery Agent & Senior Project Manager  
[asiedzik@harborlightcp.org](mailto:asiedzik@harborlightcp.org) | 978-473-7191



If you believe you have been a victim of housing discrimination you may contact the Civil Rights Division at (617) 727-2200 or [file a civil rights complaint](#). In addition, you may file with the [Massachusetts Commission Against Discrimination](#), (617) 994-6000.

**Harborlight Community Partners is a 501(c)(3) non-profit organization**  
P. O. Box 507, Beverly, MA 01915 | 978-922-1305 | [www.harborlightcp.org](http://www.harborlightcp.org)  
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