

## SANDWICH GREEN



BEECHWOOD GROUP, LLC c/o Autonomous CRE+ 897 Main Street, Route 28 South Yarmouth, MA 02664 617-980-6744



#### BEECHWOOD GROUP, LLC

August 17, 2021

Mr. George H. Dunham Town Manager Town of Sandwich 130 Main Street Sandwich, MA 02563

RE: Introduction to Sandwich Green

Dear Mr. Dunham:

Attached please find a copy of our Project Eligibility Letter (PEL) application for Sandwich Green to the Massachusetts Housing Partnership. Please accept this letter and attached documents as an introduction to the proposed Sandwich Green rental housing development.

The project team is available to meet with you or your team at any point to discuss the development and solicit input. Please contact me if you have any questions or concerns or if you would like to meet with the team.

Thank you.

Sincerely,

Stephen J. Cleary

President,

Autonomous CRE+

for Beechwood Group, LLC

617-980-6744



# Sandwich Green

# Comprehensive Permit Project Eligibility Application

August 17, 2021

Presented to:

Massachusetts Housing Partnership 160 Federal Street Boston, MA 02110



#### BEECHWOOD GROUP, LLC

August 17, 2021

Mr. Clark Ziegler Executive Director Massachusetts Housing Partnership 160 Federal Street Boston MA 02110

RE: Introduction to Sandwich Green

Dear Director Ziegler:

Beechwood Group, LLC is pleased to submit its Project Eligibility Letter (PEL) application for Sandwich Green. Please accept this letter and attached documents as an introduction to the proposed Sandwich Green rental housing development. The property is located at 55 Pimlico Pond Road in the Forestdale section of Sandwich, MA.

The proposed plan is for 240 units, 60 of which will be affordable (25%) at no more than 80% of area median income. The development will consist of 24 studios, 24 three-bedroom units, 120 one-bedroom units and 72 two-bedroom units. The rental structure will be consistent with the standards for affordable housing to be included in the Town of Sandwich's Chapter 40B affordable housing stock.

The housing development will be constructed on approximately five-acres of land in the northeast corner of a forty-five-acre site, overlooking Peter's Pond.

The project includes a 40,000 gpd wastewater treatment facility and a nominal solar photovoltaic generating facility with generation matched to the demand of the treatment facility, housing units and other ancillary demand nodes. Accompanying these facilities will be lithium-ion battery storage, inverters, and transformers; the sole purpose of which is to provide ancillary resilient services and renewable energy to the community as required by the EEA's Greenhouse Gas Emissions Policy and Protocol.

The Executive Office of Energy and Environmental Affairs (EEA) has determined that the phrase "damage to the environment" as used in the Massachusetts Environmental Policy Act (MEPA) includes the emission of greenhouse gases caused by Projects subject to MEPA review. EEA has issued Greenhouse Gas Emissions Policy to fulfill the statutory obligation to take all feasible measures to avoid, minimize, or mitigate damage to the environment.

The project can provide "significant community benefits"

- Gross groundwater discharge potential on site approximately 1.5 M gpd 2.0 M gpd.
- Resiliency and greater reliability to the existing electrical systems in the area.
- Extension of water main with the support of the Water District, eliminating stagnant water and increasing water pressure and fire safety for the surrounding community.
- Economic Development
- Housing affordability, Cape Cod is experiencing a housing crisis that affects its social and economic health.

Cape Cod is faced with and unprecedented housing crisis and has a critical shortage of rental housing and housing options. We believe Sandwich Green is a small part of a joint quest to solve the Cape's rental housing shortage.

We look forward to working with you team at the Massachusetts Housing Partnership and appreciate your time in reviewing these documents.

Thank you.

Sincerely,

Thomas J. Ruhan

Thomas J. Ruhan Manager Beechwood Group, LLC

#### CC:

Mr. Michael Kennealy, Secretary of Housing and Economic Development

Ms. Jennifer Maddox, Undersecretary, Department of Housing & Community Development

Mr. Mark Curtis, Managing Director Rental Financing, Mass Housing Partnership

Ms. Alma Balonon-Rosen, Sr. Relationship Manager, Mass Housing Partnership

Ms. Katharine Lacy, Senior Planner, Mass Housing Partnership

Mr. George H. Dunham, Town Manager, Town of Sandwich

Mr. Ralph Vitacco, Director of Planning & Economic Development, Town of Sandwich



BEECHWOOD GROUP, LLC

August 17, 2021

Mr. Clark Ziegler Executive Director Massachusetts Housing Partnership 160 Federal Street Boston MA 02110

RE: Application for 40B Project Eligibility Letter for Sandwich Green

Dear Mr. Ziegler:

Enclosed is our application for a Project Eligibility Letter ("PEL") for Sandwich Green in Sandwich, Massachusetts. Our signature below indicates our certification of the following:

- 1. We have completed the enclosed MHP PEL Information Form dated August 17, 2021 and that the information set forth therein is true and accurate as of the date hereof to the best of our knowledge, information and belief. We further understand that MHP is relying upon this certification in processing the request for issuance of a Project Eligibility Letter in connection with the above-referenced Project.
- 2. We are forwarding the MHP PEL Information form on the email direction of Katharine Lacy, Senior Planner received on March 17, 2020 and we understand MHP's requirements in connection with (a) the application for the PEL and (b) the procedures after the issuance of the PEL, including the requirement for the completion, within 90 days of project completion and prior to permanent loan closing, of an audited cost certification by a certified public accountant who has been prequalified with the Department of Housing and Community Development (DHCD) and the posting of a bond for completion of the cost certification as a condition of **final** approval by MHP under Chapter 40B.

We look forward to moving this project forward with your help.

Thank you.

Sincerely,

Thomas J. Ruhan

Thomas Ruhan Manager Beechwood Group, LLC Applicant

# MASSACHUSETTS HOUSING PARTNERSHIP APPLICATION FOR A PROJECT ELIGIBILITY LETTER DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

Beechwood Group, LLC. (the "Applicant") hereby applies to the Massachusetts Housing Partnership, pursuant to Massachusetts General Laws, Chapter 40B and 760 CMR 56.00, as amended ("Chapter 40B"), for the issuance of a Project Eligibility Letter authorizing the applicant to proceed with a Comprehensive Permit Application to the Town of Sandwich Zoning Board of Appeals to construct on the below-referenced premises two-hundred forty (240) rental dwelling units within four, 4-story buildings along with a Community Building, an open space area and related parking and infrastructure to be called "Sandwich Green." Sixty (60) of the dwelling units representing 25.0% of the total will be affordable to households earning no more than eighty percent (80%) of the Area Median Income, in accordance with applicable state regulations and guidelines.

This application and the documents, plans, exhibits, and other materials submitted simultaneously herewith, all of which are incorporated herein by reference, contain a complete description of the applicant and the proposed development and constitute the complete application package required to be submitted to the Massachusetts Housing Partnership ("MHP") pursuant to: (i) Chapter 40B, (ii) the rules, regulations, and guidelines adopted by the Commonwealth of Massachusetts Department of Housing and Community Development with respect to Chapter 40B, including, but not limited to, the regulations set forth at 760 CMR 56.00 (the "Chapter 40B Regulations"); and (iii) the MHP Requirements for 40B Project Eligibility.

Premises affected: That certain parcels of land on Pimlico Pond Road in Sandwich, Massachusetts, containing 45.02 acres of land, including:

Assessor Parcel ID -07 - 233Assessor Parcel ID -07 - 234Assessor Parcel ID -12 - 306

The premises are more particularly described in the documents, plans, exhibits, and other materials included in this application.

The statute and the regulations have established a Subsidized Housing Inventory ("SHI") maintained by the Massachusetts Department of Housing and Community Development ("DHCD") that lists each municipality's percentage of low and moderate- income units. The Town of Sandwich falls short of the state threshold of 10%: the Town has 3.8% based on DHCD SHI list dated December 21, 2020 and the applicant believes that none of the other regulatory Safe Harbors have been met. A copy of the SHI listing is submitted herewith. The Applicant believes, for all the reasons hereinafter set forth, that the project meets all of the requirements for a Comprehensive Permit under the statute, that it will be a benefit to the Town of Sandwich, and that a Comprehensive Permit should be issued.

## Department of Housing and Community Development Chapter 40B Subsidized Housing Inventory (SHI)

as of December 21, 2020\*

Community	2010 Census Year Round Housing Units	Total Development Units	SHI Units	%
Rockport	3,460	135	135	3.9%
Rowe	177	0	0	0.0%
Rowley	2,226	179	94	4.2%
Royalston	523	3	3	0.6%
Russell	687	2	2	0.3%
Rutland	2,913	86	86	3.0%
Salem	18,998	2,431	2,391	12.6%
Salisbury	3,842	807	395	10.3%
Sandisfield	401	0	0	0.0%
Sandwich Sandwich	8,183	461	314	3.8%
Saugus	10,754	784	756	7.0%
Savoy	318	0	0	0.0%
Scituate	7,163	482	358	5.0%
Seekonk	5,272	114	87	1.7%

#### **ECONOMIC DEVELOPMENT DISTRICT**

Cape Cod (Barnstable County), Massachusetts has been designated as a Federal Economic Development District by the Economic Development Administration of the U.S. Department of Commerce. The major areas identified as critical needs in Barnstable County are wastewater, energy, telecommunications, and transportation infrastructure. These substandard infrastructure requirements have led to additional critical needs in the areas of job force diversity, housing affordability, and research and development investment.

# Massachusetts Housing Partnership Application for Chapter 40B Project Eligibility Letter ("PEL")

MHP requires the PEL applicant to complete the attached PEL Information Form and all required attachments as the key part of its application. Please return this PEL Information Form with a cover letter on your letterhead that contains the language on the next page and is signed by an authorized representative of the applicant. Please be sure to include MHP's application and 40B technical assistance fund fee with your completed application.

### **Section 1: GENERAL INFORMATION**

1.a Project Information Name of Proposed Project	: Sandwich Green					
Municipality: Sandwich, M.	A					
	te Address: 55 Pimlico Pond Road					
Zip Code: 02644						
Number of Dwelling Units:	240 Affordable Units 60 Market Units 180					
Age Restricted?:	Yes No X If Yes, 55+, 60+ or 62+?					
Project Type: New Cons	struction X Rehabilitation Both					
Name of Proposed Develop	pment Entity (Applicant): Beechwood Group, LLC.					
Entity Type: Limited Divid	dend Organization X Non-Profit Public Agency					
Has this entity already bee						
Has the entity or principal	indivduals ever previously applied for permitting at the site for the Proposed Project? If yes,					
please see attachment 1.F.	Yes No					
1.b Applicant Information	<u> </u>					
Name:	Beechwood Group, LLC.					
Business Address:	344 John L. Dietsch BLVD – Unit #4 Attleboro, MA 02763					
Business Phone:	617-799-1741					
Business Fax No.:						
Website Address:						
1.c Principal Individuals						
Principal Name #1:	Autonomous CRE+, Inc., Stephen J. Cleary					
Title:	President					
Office Phone:	401-835-6398					
Cell Phone:	617-980-6744					
Email:	sjc@acreplus.org					
Principal Name #2:	Route 130 Land Development, Thomas J. Ruhan					
Title:	Manager					
Office Phone:	(816) 220-1700					
Cell Phone:	401-465-6751					
Email:	truhan@xfactors.net					
Principal Name #3:	Autonomous Island Infrastructure, Inc. Paul J. Cleary					
Title:	Director of Development					
Office Phone:	ffice Phone: 401-835-6398					
ell Phone: 617-799-1741						
≟mail:	pjc@acreplus.org					

Principal Name #4: Catalyze – ACRE SPV, LLC. James Geshwiler

Title: Manager

 iffice Phone:
 888-918-0771

 Cell Phone:
 617-290-4929

Email: james@catalyze.net

Principal Name #5: Catalyze - ACRE 55 Pimlico Pond Road Microgrid, LLC. James Geshwiler

Title: Manager
Office Phone: 888-918-0771
Cell Phone: 617-290-4929

Email: james@catalyze.net

2. Development Team

2.a Project Architect

Name, Organization:

Bruce Ronayne Hamilton Architects, Scott Vlasak, Vice President

.ddress:

145 Commercial Street, Provincetown, MA 02657

Phone:

508-619-0016

Email:

svlasak@brharch.com

2.b Project Engineer

Name, Organization:

Merrill Engineering, Deborah Keller, P.E. Senior Project Manager

Address:

427 Columbia Road Hanover, MA 02339

Phone:

781-826-9200

Email:

dkeller@merrillinc.com

2.c Legal Counsel

Name, Organization:

Jonathan Fitch, Fitch Law Offices

Address:

PO Box 1346 Sandwich, MA, 02563-1346

Phone:

774-313-6985

Email:

macfitchjdf@aol.com

2.d Project Consultant

Name, Organization:

Autonomous CRE+, Inc.

Address:

897 Main Street, Route 28, South Yarmouth, MA 02664

Phone:

617-799-1741

Email:

pjc@acreplus.org

2.e Proposed Management Entity

Name, Organization:

Autonomous CRE+, Inc.

.ddress:

897 Main Street, Route 28, South Yarmouth, MA 02664

Phone:

617-980-6744

Email:

projectadmin@acreplus.org

2.f 40B Consultant

Name, Organization:

Jonathan D. Fitch

Address:

PO Box 1346 Sandwich, MA, 02563-1346

Phone:

774-313-6985

Email:

macfitchjdf@aol.com

2.f Other team member. Please describe role:

Finance, resilient accessory infrastructure and secure energy

Name, Organization:

Catalyze-ACRE SPV, LLC James Geshwiler

Address:

33 Boston Post Road, Marlborough, MA 01752

Phone:

617-290-4929

Email:

james@catalyze.net

#### **Required Attachments**

#### 1.A Experience of Sponsor

Please attach separately a description of the experience of the Sponsor and the individuals representing the Sponsor in development projects like the project for which the PEL is being sought. Include any other relevant experience in housing development and management, real estate, and finance that you deem relevant to the qualifications of the Sponsor in connection with the subject project.

#### 1.B Outline of Development Team

Please attach separately resumes for these individuals and companies. If any of the members of the development team are related to the Sponsor through common ownership, please so indicate on the attached list.

#### 1.C Financial Disclosure Forms

We do not require financial statements from Sponsors for PELs, but you are welcome to provide them. We do, however, require you to complete and return the attached Financial Disclosure Forms as follows **Corporate Financial Disclosure**Form for each entity comprising the Sponsor and **Personal Financial Disclosure Form** for each principal owner of each entity comprising the Sponsor

#### 1.D Fair Housing Experience

Please attach a description of your experience to date in marketing and renting housing units in keeping with state and federal fair housing standards. Please note your experience in preparing Affirmative Fair Housing Marketing and Resident Selection Plans (AFHMP), and in conducting outreach and performing resident selection procedures (including administering the lottery process, determining eligibility under applicable subsidy programs, and waitlist management) in accordance with these standards. Please also disclose whether the Sponsor has ever been charged with a violation of fair housing requirements.

Fair Housing Note: The guidelines promulgated by the Department of Housing and Community Development updated May 2013 (see attached) contain the following requirements of the development team with regard to the capacity to handle fair housing compliance:

Your development team, staff, other entity, or individual responsible for fair housing compliance have not required intervention by a state subsidizing agency to address fair housing complaints or concerns nor had a finding or final determination against it for violation of state or federal fair housing law within the past five (5) years;

- •Your development team, staff, or other entity has successfully carried out similar AFHMP responsibilities for minimum of three (3) projects in Massachusetts, or the individual contracted to carry out the AFHMP tasks has successfully carried out similar responsibilities for a minimum of five (5) projects in Massachusetts; and
- Your development team, staff, or other entity has the capacity to address matters relating to limited English language proficiency (LEP). This includes language access planning and providing reasonable language assistance at no cost to the applicant, so that applicants with LEP may meaningfully apply and access the housing opportunity.

#### Additional Attachments (if applicable)

#### 1.E Organizational Documentation Requirements for Nonprofit Sponsors

If the Sponsor is a non-profit organization, we require the following materials: a. The articles of organization for the organization; b. Evidence of good standing with the Public Charities Division of the Office of the State Attorney General; c. The conflict of interest policy for the organization; d. A disclosure of all related parties, and contracts or other arrangements involved with these related parties, which currently exist or are anticipated in connection with the project; e. A disclosure of all entities that are related to or affiliated with your organization by reason of common control, financial interdependence or other means.

#### 1.F Prior Permitting Experience at Site

Please indicate if you have ever applied for permitting at the subject site, and been declined by the Town. If so, please explain how your proposal has been changed to address the Town's concerns.

#### 1.G Additional Development Team Members

Please included name, organization, address, phone, and email contact information for additional development team members that did not fit in the space provided above.

#### **Section 2: Site Condition and Information**

Name of Proposed Project: Sandwich Green

1.a Site Information

Municipality:

Sandwich, MA

**Street Address:** 

55 Pimlico Pond Road

Zip Code:

02644

Cross Street (if applicable): MA Route 130

#### 1.b Brief Project Description (200 words or less):

Beechwood Group, LLC. plans a new residential rental development in the Popponesset Watershed District of Forestdale, MA. Sandwich Green will offer 240 residences with 360 bedrooms. This connected community plan follows the guidance and planning efforts of the Cape Cod Commission's Regional Policy Plan. Particular attention has been focused on the directions found in the Section 208 Area Wide Water Quality Management Plan and the recent work found in the Climate Action Plan.

#### 1.c Existing Conditions

Buildable Area Calculations	Acres
Total Site Area	45.20
Wetland Area (per MA DEP)	0.00
Flood/ Hazard Area (per FEMA)	0.00
Endangered Species Habitat (per MESA)	0.00
Conservation/ Article 97 Land	0.00
Protected Agricultural Land	0.00
Other Non-Buildable	0.00
Total Non-Buildable Area	0:00
Total Buildable Site Area	45.20
Total Impervious Areas	0.00
Driveways, Parking, Sidewalks	0.00
Building	0.00
Total Open Areas/ Landscaped	45.20
Undeveloped Open Area	35.00
Landscaped Area	10.20

Existing Utilities and Infrastructure	Yes/No	Description
Wastewater- private wastewater treatment	No	314 CMR 5.00 Groundwater Discharge and
Wastewater- public sewer	No	Reclaimed Water Permitting Process Required
Strom Sewer	Yes	Available
Water- public water	Yes	Town of Sandwich Water District
Water- private well	NA	
Natural Gas	Yes	National Grid
Electricity	Yes	Eversource
Roadway Access to Site	Yes	Access frontage off public street
Sidewalk Access to Site	Yes	Available
Other: Significant community benefit	Yes	Resilient infrastructure and secure energy

#### 1.d Surrounding Land Use and Amenities

Surrounding Land Use / Amenities	Distance from Site (mi.)	<b>Available by Public Transportation?</b>
Shopping facilities	1.8	Yes
Schools	1.2	Yes
Government Offices	1.8	Yes
Multifamily Housing	NA	
Public Safety Facilities	1.8	Yes
Office/ Industrial Uses	.025	Yes
Conservation Land	.1	Yes
Recreational Facilities	.5	Yes
Houses of Worship	1	Yes
Other: Restaurants	.05	Yes

#### Please describe the surrounding land use:

The project is abutted by residential homes along Pimlico Pond Road, Jeanne's Way, and the mixed use Cape Crossing development on Route 130 and Stinson Street, in the Business Limited (BL-1) District, currently under construction. The remainder of Route 130 is populated with restaurants, small offices, mom and pop retail, and medical office space. The property abuts two ponds, Pimlico and Peter's which are fronted by seasonal cottage uses. PA Landers operates a 90 acre+/- sand, gravel and aggregate pit/plant nearby.

#### 1.e Zoning and Current Use

Site zoning district: R-2 Residential Low Densisty

Please briefly describe known current use or prior use of site:

Raw, undeveloped land, with supporting infrastructures under construction.

Zoning Analysis	Zoning Requirements	Proposed Development
Minimum Area (ft.):	60,000.00	1,968,912
Minimum Frontage(ft.):	200	304
Maximum Gross Floor Area Ratio:		
Minimum Setbacks (ft.):		
Front Yard (ft.):	50	Over 100
Side Yard(ft.):	45	Over 100
Rear Yard (ft.):	45	Over 100
Minimum Lot Width (ft.):		
Maximum Height (ft.):	35	41
Number of Stories:		
Minimum Number of Parking Spaces:	2	1
Ratio of Parking Spaces to Housing Units:	2-1	1-1

Please list and describe the local standards and zoning waivers requested. If needed, attach additional sheet (see attachements):

1	See Attachment 2
2	
3	
4	
5	
6	

#### **Required Attachments**

#### 2.A Locus Map

Please provide a locus map and aerial photograph which identifies the site within the context of the Project's neighborhood.

#### **B Tax Map**

Please provide a copy of municipal tax map with subject parcels and parcel ID numbers clearly identified.

#### 2. C Site Photographs

Please provide photographs of surrounding buildings and features that illustrate the physical context of the site. Site photos should include the pictures of the surrounding neighborhood as well.

#### 2.D Site Plan

Site plan showing topography, existing building and proposed building footprints and paved areas for the Project, lot lines, existing and proposed roads and streets, wetlands and buffer zones, flood zones if any, or any other environmental constraints. This should include parcel map with neighboring lots with buildings shown and 1 full size site plan and at least 1 11"x 17" plan.

#### 2.E Building Design

Drawings showing exterior elevations of the proposed buildings, illustrative rendering, typical floor plans, and unit plans. Building designs should include 1 full size rendering and at least 3 11" x 17" plans.

#### 2.F Project Narrative

Narrative description by the project architect describing the site and the project's approach to the massing of the building(s), the project's relationship to adjacent properties, and the proposed exterior building materials; this narrative must be supplemented by supporting visual information, such as the aerial geographical information available from Mass GIS, which provides visual evidence about the massing of existing structures surrounding the subject parcel. Project narrative must be either signed by the Project Architect or printed on Project Architect's letterhead.

#### 2. G Tabular Zoning Analysis

Please provide a tabular zoning analysis of the site.

#### Additional Attachments (if applicable)

#### **H Environmental Site Assessment**

Any environmental site assessments that have been performed.

## **Section 3: Project Information**

Name of Proposed Project: Sandwich Gree	n
Project Type: New Construction	Rehabilitation Both
Age Restricted? Yes No	If Yes, 55+, 60+ or 62+?
Total Number of Dwelling Units: 240	Total Number of Affordable Units 60
Total Number of Market Rate Units: 180	Total Affordable at 80 % AMI: 60
Percentage of units with 3 or more bedrooms: 10	Total Affordable at% AMI:
Number of Handicap Accessible Units: 240	Total Affordable at% AMI:
Market Rate Accessible Units: 180 Affordable Accessible Units: 60	Total Affordable at% AMI:

#### Unit Mix: Affordable Units

Unit Type	Studio	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom
Number of Units:	6	30	18	6	
Number of Bathrooms:	1	1	2	2	
Square Feet per Unit:	550	700	1060	1100	

#### **Unit Mix: Market Rate Units**

Unit Type	Studio	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom
Number of Units:	18	90	54	18	
Number of Bathrooms:	1	1	2	2	
Square Feet per Unit:	550	700	1060	1100	

## Section 4: Site Control Sandwich Green Name of Proposed Project: 1.a State regulations require a sponsor applying for a PEL to demonstrate site control. Please identify the form of control which the Sponsor has for the site of the Project. Direct ownership by Sponsor Ownership by affiliate If so, please Identify the affiliate: Ruhan and Stinson Realty Trust is a related entity of Beechwood Group, LLC. A purchase and sale agreement between the two has been drafted for eventual transfer into the limited dividend organization. Offer to Purchase Purchase and Sale Agreement Other Please describe: Raw, undeveloped land, with supporting infrastructures under construction. **Required Attachments** 4.A Evidence of Site Control Copies of all applicable, fully executed documents (deed, ground lease, purchase and sale agreement, option agreement, land disposition agreements, agreements to purchase easements) showing evidence of site control, including any required easements, along with copies of all amendments and extensions. Section 5: Project Financials Sandwich Green Name of Proposed Project: 1.a Appraisal or Market Study Have you engaged an appraisal or market study of the property? NOTE: MHP is required under state regulations to engage, independently, an appraisal which values the property assuming the development rights in existence under current zoning prior to the issuance of a Comprehensive Permit. This appraisal will be subject to MHP's review and approval. If an appraisal has already been done, it may assist MHP or its appraiser in completing the required appraisal. Please note that if the project is 20 units or less in size, MHP may waive this requirement if the Applicant provides a written request by the Chief Elected Official of the town or city in which the project is located. In substitution for the as-is appraisal MHP would require documentation supporting the acquisition cost; such documentation may be in the form of either a local tax assessment, a limited appraisal, or an opinion of value from a licensed real estate broker.

#### **Required Attachments**

#### 5.A Market Rental Comparables

Please provide MHP with a listing of market rents being achieved in properties comparable to the Project.

#### **5.B Development Budget**

Please provide a detailed development budget showing the following: 1.) Sources of funds: first mortgage permanent loan, subsidy funds if any (please itemize each), equity from borrower or limited partners. If the construction-period financing has been identified, please indicate the intended construction lender and sources of funds expected during construction. 2.) Uses of funds: land acquisition, construction costs (broken down between sitework and building costs), and soft costs (identifying in detail the professional costs paid to third parties, the reserves proposed if any, the legal and closing costs, the financing costs, and the overhead and fees to be paid to the developer).

#### 5.C Operating Budget

Please provide an operating budget, showing, upon completion, sources of operating revenue (broken down by rental income from each unit type, plus income from other sources), and operating costs (showing management fees, administrative costs, repair and maintenance costs, utility costs, taxes and insurance costs, and contributions to reserves if any

#### Additional Attachments (if applicable)

#### 5.D Appraisal or Market Study

If you have engaged an appraisal or market study of the property, please provide it.

## **Section 6: Municipal Actions**

ame of Proposed Project: Sandwich Green	
1.a Contact with Municipality Have you contacted the Municipality regarding the proposed Pr	roject? Yes 🛛 No 🔲
Please list the names and titles of employees or board member	rs of the Municipality you have contacted:
Name	Title, phone number
Ralph Vitacco, Director of Planning & Leanne Drake, Town Planner & Dan Mahoney, Eric Van Buskirk Brendan Brides Sam Jensen, P.E.	Economic Development 508-833-8001 Special Projects Admin. 508-833-800 Sandwich Water District 508-888-2775 Building Commissioner, 508-888-4200 Assistant Town Engineer, 508-833-80
Please describe below the contact you have had to date with the Project attorney Jonathan Fitch met with Ralph Vitacco and Leoverview of the development prior to filing.  On July 2, 2020 the Sandwich Green project team and town sthe planned project.  On January 28, 2021 the Sandwich Green project team conducted Water District to discuss "significant community benefits" of the Literacy Fitch continues to provide status updates to Mr. Ralp	eanne Drake to provide an extensive  taff conducted a Zoom conference to review  ucted a Zoom conference with the Sandwich e planned resilient infrastructures.
Please describe any actions you are aware of which the municip of affordable housing.  Sandwich completed an Affordable Housing Plan in April of 2004, which was he plan were:  To provide adequate and affordable housing for all residents in Sandwich. To maximize local interest and investment in affordable housing.  Most recently the Town has been supportive of the Sandwich Housing Aution CPA funds as well as The Wing School Development which the Town eachs of December 21, 2020, the Town of Sandwich's Subsidized Housing Investment.	as renewed in February of 2010. The stated goals of along the full range of incomes, and hority/Women's Institute development with 1.4 million armarked to receive 2.65 million in CPA funds.

## ditional Attachments (if applicable)

À Additional Support for Proposed Project

Please attach any letters of support from the Town for the proposed Project

## **Section 7: Sustainable Development**

	Name of Proposed Project: Sandwich Green					
)	Please describe below any aspects of the Project which are in keeping with the Principles	ne ten Ma	ıssachuset	ts Sustainable Development		
	Sustainable Development Principles					
	DEVELOPER SELF-ASSESSMENT (for consistency with the Sustainable Development Principles)					
	Method 1:	Che	eck "X" Bel	low .		
	Redevelop First	Yes	No	NA X		
	If Rehabilitation: - Rehabilitation/Redevelopment/Improvements to Structure - Rehabilitation/Redevelopment/Improvements to Infrastructure	Check "	X" below i	if applicable		
	- Contributes to revitalization of town center or neighborhood - Walkable to: (a) transit (b) downtown or village center (c) school (d) library (e) retail, services or employment center - Located in municipally-approved growth center					
ſ	Explanation (Required) Sandwich Green is a development concept that will meet the needs of the present while not compromising the ability of future generations to meet their own needs. The development a and ecosystems.	nt Sandwich Green will	improve the lifestyles o	f our residents and neighbors while preserving natural resources		
	an econyacens.  Bandwich Green will be built with now efficient construction methods and will provide hausing choice in a mix that currently does not exist in Sandwich. When complete Sandwich Green Sandwich  The Sandwich Comprehensive Plan designates the BL 1 district as a Strategic Planning Area and its 45 acres as existing land targeted for economic development.	n and the abutting Cap	ne Crossing developmen	nt will become the new Village Center for the Forestdale section of		
	Optional - Demonstration of Municipal Support:					
	-Letter of Support from the Chief Elected Official of the municipality* -Housing development involves municipal funding -Housing development involves land owned or donated by the municipality *Other acceptable evidence: Zoning variance issued by ZBA for project; Minu			if applicable  Selectman meeting showing		
	that the project was discussed approved atc					

Explanation (Required)				
Method 2: Development meets a minimum of five (5) of the Commonwe	ealth's <i>Sustaina</i>	ble Devel	opment Principles,	as shown
in the next section below.				
If the development involves strong municipal support (evidence of such a development need only meet four (4) of the Sustainable Development Primust be Protect Land and Ecosystems.				
Please explain at the end of each category how the development follows and explain how the development demonstrates each of the checked "X"				ciple(s)
Development Principle(s).	Check "X" Below			
	Yes	No	NA	
(1) Concentrate Development and Mix Uses	X			
land, protects historic resources, and integrates uses. Encourage remedia infrastructure rather than new construction in undeveloped areas. Creat that mix commercial, civic, cultural, educational, and recreational activities	e pedestrian fr	iendly dis	stricts and neighbor	
	Check ")	(" below i	f applicable	
- Higher density than surrounding area		$\boxtimes$		
- Mixes uses or adds new uses to an existing neighborhood		$\boxtimes$		
- Includes multi-family housing		$\boxtimes$		
- Utilizes existing water/sewer infrastructure		$\boxtimes$		
- Compact and/or clustered so as to preserve undeveloped land		$\boxtimes$		
- Reuse existing sites, structures, or infrastructure		$\boxtimes$		
- Pedestrian friendly		$\boxtimes$		
- Other (discuss below)		$\boxtimes$		
Explanation (Required)				
The Beechwood Group will create 240, much needed, mixed-income rental units on approximately 6 acres of land in the Forestidale section of Sandwich. The 240 u stories, 60,000 square feet total. Approximately 6 acres will be utilized by the four buildings and associated parking.  The buildings will be disstered on the northeast portion of the site overlooking Peter's Pond. The buildings will have spectacular views. The property will have walkin neighborhood. The property eccessory infrastructures will provide resiliency, affordability and peace of mind for homeowners in the face of storms and other natural There are no multi-unit, garden-atyle, rental buildings that exist in Sandwich and there are very few on Cape Cod. Rental housing on Cape is currently in crisis. Affordability and peace of mind the property will be considered the contraction of the property will be considered the contraction of the property will have seen the property of the property will have seen the property will	ng trails and will abut the Cape C I disasters; and provide the ability	Crossing mixed-use d y to live a cleaner life	levelopment to support residents daily nee style.	ads within the
	Chec	:k "X" Belo	ow	
(2) Advance Equity & Make Efficient Decisions	Yes	No	NA	
Promote equitable sharing of the benefits and burdens of development. community planning and decision making to ensure social, economic, and future generations are not compromised by today's decisions. Promote de	l environmenta	al justice.	Ensure that the int	terests of

environmental stewardship.

	Check "X" below if applicable	
- Concerted public participation effort (beyond the minimally		
required public hearings)	X	
<ul> <li>Streamlined permitting process, such as 40B or 40R</li> <li>Universal Design and/or visitability</li> </ul>		
- Creates affordable housing in middle to upper income area		
and/or meets regional need		
- Creates affordable housing in high poverty area	$\boxtimes$	
- Promotes diversity and social equity and improves the neighborhood	$\overline{\mathbf{X}}$	
- Includes environmental cleanup and/or neighborhood improvement	X	
in an Environmental Justice Community - Other (discuss below)	$\boxtimes$	
Explanation (Required)  Sandwich Green will be permitted utilizing the benefits of Massachusetts Statute 408.25% of the apertments created will be effortable and reserved for seniors, individuals and fa	tamilies with children, who make less than 80% of median household income for Barnstable County. As an	all rental
apartment development 100% of the 240 units will count toward Sandwich's affordable housing count.  GreenStaxx, the project architect, will utilize universal and visitability design features in all apartments and common areas to improve individual usability and safety for all Including		
entrances, wide doorways, lever faucets, and a curti-cess showers with handheld adjustable shower heads.  According to the Cape Cod Commission Regional Housing Market Analysis and 10-Year Forecast of Housing Supply and Demand dated June 30th, 2017, the cost of housing stor difficult for households to find affordable year-round units. In calendar year 2015, the county had a total affordable housing unit gap of 253,384 units (including an estimated gap of	tock will be unathemable to about half of Cane Cod's population. Continued growth of seasonal units makes	it mare
Offices of mouseholds in the advoluted year-control version. In case of the property and a count advolute in county unit gray or 2025, the study forecasted that the county would likely have a total housing unit gap or 33,557 with (including an estimated gap of 28,454 owner units and 5,105 Sandwich Green with be a leader in residential living by incorporating social justice principles in providing residents, their guests and surrounding community with a countrivative and with be intended to genome and engaged in activities that promote core values. Which includes quality furtiess, social sending in the activities that promote core values. Which includes quality furtiess, social sending in the activities that promote core values. Which includes quality furtiess, social sending in the social and culties.	us renter units) for nouseholds at or below the duty of median household filodific level.  And safe fiving environment that supports success. The common space will promote inclusion and a sense o	f community
	Check "X" Below	
(3) Protect Land and Ecosystems	Yes No NA	
	<del>_</del> _	
Protect and restore environmentally sensitive lands, natural resources, agric resources, and cultural and historic landscapes. Increase the quantity, quali		wate
recreational opportunities.		
	CL LHVII I. Samuliada	
	Check "X" below if applicable	
- Creation or preservation of open space or passive	$\boxtimes$	
recreational facilities		
- Protection of sensitive land, including prime agricultural land,	$\boxtimes$	
critical habitats, and wetlands	Table State	
- Environmental remediation or clean up	L	
- Responds to state or federal mandate	$ \nabla$	
- Eliminates or reduces neighborhood blight		
- Addresses public health and safety risk	$\boxtimes$	
- Cultural or Historic landscape/existing neighborhood enhancement	<u> </u>	
- Other (discuss below)	$\boxtimes$	
- Other (discuss below)		

Sandwich Green is located in the Popponesset Bay Watershed. The Popponesset Bay area is often considered the most polluted bay on Cape Cod. Nitrogen pollution from septic systems is at the center of multiple lawsuits filed against the Massachusetts Department of Environmental Protection. The design of our integrated ecosystems provide "Significant Community Benefits" to the surrounding region and lays out a pollution prevention plan that supports and protects the watershed.

(4) Use Natural Resources Wisely	Check "X" Below Yes No NA X			
Construct and promote developments, buildings, and infrastructure that conspollution through efficient use of land, energy, water, and materials.	erve natural resources by reducing waste and			
<ul> <li>Uses alternative technologies for water and/or wastewater treatment</li> <li>Uses low impact development (LID) or other innovative techniques</li> <li>Other (discuss below)</li> </ul> Explanation (Required)	Check "X" below if applicable  X X X			
Sandwich Green will be built on a resilient infrastructure and secure water/energy platform. The wastewater treatme				
pollution impacts. The treatment facilities follow the guidance of the Section 208 Area Wide Water Quality Managem The development tearn is currently working on a "Significant Community Benefit" upgrade to the area water quality sandwich Green follows the structure and goals of the Cape Cod Commission's Cape Cod Climate Action Plan.				
(5) Expand Housing Opportunities  Support the construction and rehabilitation of homes to meet the needs of no	Check "X" Below  Yes No NA  X			
Support the construction and rehabilitation of homes to meet the needs of people of all abilities, income levels and household types. Build homes near jobs, transit, and where services are available. Foster the development of housing, particularly multifamily and single-family homes, in a way that is compatible with a community's character and vision and with providing new housing choices for people of all means.				
	Check "X" below if applicable			
- Includes rental units, including for low/mod households	$\boxtimes$			
- Includes homeownership units, including for low/mod households				
- Includes housing options for special needs and disabled population	$\bowtie$			
- Expands the term of affordability	$\overline{\boxtimes}$			
- Homes are near jobs, transit, and other services				
- Other (discuss below)	$\boxtimes$			
Explanation (Required)				

Sandwich Green will provide much needed new and affordable housing for people of all means. The units have been designed to provide work-force housing options as well as housing for families with children. The Cape Cod Commission Regional Housing study found if seniors were given the option of downsizing into appropriately sized units, this option could potentially fill about one-third of the current housing gap opening up housing units that have stranded seniors in homes they no longer need.... even those seniors that want to downsize were unable to find a more appropriate unit at an affordable price."

Sandwich Green's energy efficient design and the use of on-site energy production and wastewater treatment will make this property much more affordable for all residents.

	Check "X" Below			
	Yes	No	NA	
(6) Provide Transportation Choice	X			
Maintain and expand transportation options that maximize mobility, reduct quality. Prioritize rail, bus, boat, rapid and surface transit, shared-vehicle a Invest strategically in existing and new passenger and freight transportation development consistent with smart growth objectives.	nd shared-ri	de service	es, bicycling	, and walking.
	Chack "	Y" helow	if applicable	<b>.</b>
- Walkable to public transportation	CHECK	A DEIOWI	j upplicubit	•
- Reduces dependence on private automobiles (e.g., provides previously	,			
unavailable shared transportation, such as Zip Car or shuttle buses)		الكنا		
- Increased bike & ped access		X		
- For rural areas, located in close proximity (i.e., approximately one		X		
mile) to a transportation corridor that provides access to employment				
centers, retail/commercial centers, civic or cultural destinations				
- Other (discuss below)		X		
Explanation (Required)  The site has easy access off exits 2 and 3 of the mid Cape Highway (Route 6) and access to Route 26 to access Mashpee and				
transportation, though the Cepe Cod Regional Transit Authority has considered adding a stop on the Mashpee Line. We believe will provide the critical mass of riders to make an added stop viable. The abutting and conveniently walkable, Cape Crossing de restaurants, co-working space, office supplies, coffee/bakery shops, medical services and mom and pop retail and service busin	velopment, located is	n a growth incen	tive zane, will offer	amenities such as
	Chei	∽k "X" Beli	ow.	
	Chec <b>Yes</b>	ck "X" Belo	ow <b>NA</b>	
(7) Increase Job and Business Opportunities	Yes			
	Yes	No	NA	
Attract businesses and jobs to locations near housing, infrastructure, and tr	Yes  X ansportation	No  options.	NA Promote 6	
Attract businesses and jobs to locations near housing, infrastructure, and tr development in industry clusters. Expand access to education, training, and	Yes  X ansportation entreprene	No  options. eurial opp	NA  Promote e	Support growth
Attract businesses and jobs to locations near housing, infrastructure, and tr development in industry clusters. Expand access to education, training, and of local businesses, including sustainable natural resource-based businesses	Yes  X ansportation entreprene	No  options. eurial opp	NA  Promote e	Support growth
Attract businesses and jobs to locations near housing, infrastructure, and tr development in industry clusters. Expand access to education, training, and	Yes  Ansportation dentreprene s, such as ag	No  n options. eurial oppriculture,	Promote e ortunities.	Support growth
Attract businesses and jobs to locations near housing, infrastructure, and tr development in industry clusters. Expand access to education, training, and of local businesses, including sustainable natural resource-based businesses	Yes  Ansportation dentreprene s, such as ag	No  n options. eurial oppriculture,	NA  Promote e	Support growth
Attract businesses and jobs to locations near housing, infrastructure, and tr development in industry clusters. Expand access to education, training, and of local businesses, including sustainable natural resource-based businesses	Yes  Ansportation dentreprene s, such as ag	No  n options. eurial oppriculture,	Promote e ortunities.	Support growth
Attract businesses and jobs to locations near housing, infrastructure, and tr development in industry clusters. Expand access to education, training, and of local businesses, including sustainable natural resource-based businesses technology, and fisheries.	Yes  Ansportation dentreprene s, such as ag	No in options. eurial oppriculture, if below if	Promote e ortunities.	Support growth
Attract businesses and jobs to locations near housing, infrastructure, and tr development in industry clusters. Expand access to education, training, and of local businesses, including sustainable natural resource-based businesses technology, and fisheries.  - Permanent jobs	Yes  Ansportation dentreprene s, such as ag	No in options. eurial oppriculture, if below if	Promote e ortunities.	Support growth
Attract businesses and jobs to locations near housing, infrastructure, and tr development in industry clusters. Expand access to education, training, and of local businesses, including sustainable natural resource-based businesses technology, and fisheries.  - Permanent jobs - Permanent jobs for low- or moderate-income persons	Yes  Ansportation dentreprene s, such as ag	No in options. eurial oppriculture, if below if	Promote e ortunities.	Support growth
Attract businesses and jobs to locations near housing, infrastructure, and tr development in industry clusters. Expand access to education, training, and of local businesses, including sustainable natural resource-based businesses technology, and fisheries.  - Permanent jobs - Permanent jobs for low- or moderate-income persons - Jobs near housing, service or transit - Housing near an employment center - Expand access to education, training, or entrepreneurial opportunities	Yes  Ansportation dentreprene s, such as ag	No in options. eurial oppriculture, if below if	Promote e ortunities.	Support growth
Attract businesses and jobs to locations near housing, infrastructure, and tr development in industry clusters. Expand access to education, training, and of local businesses, including sustainable natural resource-based businesses technology, and fisheries.  - Permanent jobs - Permanent jobs for low- or moderate-income persons - Jobs near housing, service or transit - Housing near an employment center - Expand access to education, training, or entrepreneurial opportunities - Support local businesses	Yes  Ansportation dentreprene s, such as ag	No in options. eurial oppriculture, if below if	Promote e ortunities.	Support growth
Attract businesses and jobs to locations near housing, infrastructure, and tr development in industry clusters. Expand access to education, training, and of local businesses, including sustainable natural resource-based businesses technology, and fisheries.  - Permanent jobs - Permanent jobs for low- or moderate-income persons - Jobs near housing, service or transit - Housing near an employment center - Expand access to education, training, or entrepreneurial opportunities - Support local businesses - Support natural resource-based businesses	Yes  Ansportation dentreprene s, such as ag	No in options. eurial oppriculture, if below if	Promote e ortunities.	Support growth
Attract businesses and jobs to locations near housing, infrastructure, and tr development in industry clusters. Expand access to education, training, and of local businesses, including sustainable natural resource-based businesses technology, and fisheries.  - Permanent jobs - Permanent jobs for low- or moderate-income persons - Jobs near housing, service or transit - Housing near an employment center - Expand access to education, training, or entrepreneurial opportunities - Support local businesses - Support natural resource-based businesses - Re-uses or recycles materials from a local or	Yes  Ansportation dentreprene s, such as ag	No  n options. eurial oppriculture,	Promote e ortunities.	Support growth
Attract businesses and jobs to locations near housing, infrastructure, and tr development in industry clusters. Expand access to education, training, and of local businesses, including sustainable natural resource-based businesses technology, and fisheries.  - Permanent jobs - Permanent jobs for low- or moderate-income persons - Jobs near housing, service or transit - Housing near an employment center - Expand access to education, training, or entrepreneurial opportunities - Support local businesses - Support natural resource-based businesses - Re-uses or recycles materials from a local or regional industry's waste stream	Yes  Ansportation dentreprene s, such as ag	No in options. eurial oppriculture, if below if	Promote e ortunities.	Support growth
Attract businesses and jobs to locations near housing, infrastructure, and tridevelopment in industry clusters. Expand access to education, training, and of local businesses, including sustainable natural resource-based businesses technology, and fisheries.  - Permanent jobs - Permanent jobs for low- or moderate-income persons - Jobs near housing, service or transit - Housing near an employment center - Expand access to education, training, or entrepreneurial opportunities - Support local businesses - Support natural resource-based businesses - Re-uses or recycles materials from a local or regional industry's waste stream - Support manufacture of resource-efficient materials, such as recycled	Yes  Ansportation dentreprene s, such as ag	No in options. eurial oppriculture, if below if	Promote e ortunities.	Support growth
Attract businesses and jobs to locations near housing, infrastructure, and tr development in industry clusters. Expand access to education, training, and of local businesses, including sustainable natural resource-based businesses technology, and fisheries.  - Permanent jobs - Permanent jobs for low- or moderate-income persons - Jobs near housing, service or transit - Housing near an employment center - Expand access to education, training, or entrepreneurial opportunities - Support local businesses - Support natural resource-based businesses - Re-uses or recycles materials from a local or regional industry's waste stream - Support manufacture of resource-efficient materials, such as recycled or low-toxicity materials	Yes  Ansportation dentreprene s, such as ag	No  options. eurial oppriculture,  below if	Promote e ortunities.	Support growth
Attract businesses and jobs to locations near housing, infrastructure, and tridevelopment in industry clusters. Expand access to education, training, and of local businesses, including sustainable natural resource-based businesses technology, and fisheries.  - Permanent jobs - Permanent jobs for low- or moderate-income persons - Jobs near housing, service or transit - Housing near an employment center - Expand access to education, training, or entrepreneurial opportunities - Support local businesses - Support natural resource-based businesses - Re-uses or recycles materials from a local or regional industry's waste stream - Support manufacture of resource-efficient materials, such as recycled	Yes  Ansportation dentreprene s, such as ag	No in options. eurial oppriculture, if below if	Promote e ortunities.	Support growth

Explanation (Required)				
Sandwich Green follows the direction of Economic Development Agency (EDA) approved Comprehensive Ecunder the framework of the regional vision defines the goals of the community, built, and natural systems that	conomic Developme t are required to sup	ent Strategy (CE oport smart gro	ED's) for Barnstable Count with in the region.	y. The CED's
The CED's promote a sustainable regional economy that requires an adequate supply of rental housing and a protect and restore the region natural resources.	advanced reliable, r	esilient, efficien	nt infrastructure. The goal i	s to preserve,
	Ch	eck "X" Be	low	
	Yes	No	NA	
(8) Promote Clean Energy	X			
Maximize energy efficiency and renewable energy opportunities. Supportunities generation, distributed generation technologies, and innovative industries consumption of fossil fuels.				
	Check "X"	below if a	applicable	
Facer Characteristics and		X		
- Energy Star or equivalent*		X		
<ul> <li>Uses renewable energy source, recycled and/or non-/ low-toxic materials, exceeds the state energy code, is configured to</li> </ul>		<u>[2.5]</u>		
optimize solar access, and/or otherwise results in waste				
reduction and conservation of resources				
- Other (discuss below)		X		
Explanation (Required)  Buildings are responsible for 28% of energy related CO2 emissions. The design the current State energy code and are fueled by a combined cooling, heating pofossil fuels. Local clean, renewable power generation supports the affordabilty of emissions. The integrated design of the GEB and CCHP systems will meet or explanation.	wer system (0 of the project a	CCHP) that nd significa	eliminates the depo intly reduces green	endence on
		ck "X" Belo		
(9) Plan Regionally	Yes	No	NA	
Support the development and implementation of local and regional, state	and interstat	te plans th	at have broad pul	olic support
and are consistent with these principles. Foster development projects, lar				
housing that have a regional or multi-community benefit. Consider the lo	ng-term costs	and bene	efits to the Commo	onwealth.
	Charle II	IVII balaw i	f annlinable	
- Consistent with a municipally supported regional plan	Check	_	f applicable	
- Addresses barriers identified in a Regional Analysis of				
Impediments to Fair Housing				
- Measurable public benefit beyond the applicant community				
- Other (discuss below)		X		
Explanation (Required)				
The project is organized around the Popponesset Bay Watershed's natural, build, and community systems Cod Commission's Regional Policy Plan (RPP). The RPP adopts goals and objectives to guide and plan for consistent with the vision and growth policy. The Commission's report Regional Housing Market Analysis and Demand for Barnstable County, Massachusetts highlights the critical obstacles to addressing Fair Hol	or the future of the and 10-year Forec	region in a ma ast of Housing	inner	

#### **Additional Attachments (if applicable)**

#### 7.A Additional Support for Sustainable Development Principles

Please provide any additional information for Project aspects which are in keeping with the ten Massachusetts Sustainable Development Principles which are not included in the space provided.

## **Section 8: Application Fee**

For each Site Approval Application, please submit this form along with a check made out to:

### Massachusetts Housing Partnership 160 Federal Street Boston, MA 02110

1.a MHP Project El	igibility Processing fee		
Developer Type:	For-profit \$2,000	Non-profit \$1,500	
1.b MHP 40B Tech	nical Assistance Fund		
Project Name: Developer Name:	Sandwich Green  Beechwood Group, LLC.		
Municipality:	Sandwich, MA		
Number of Units:	240 x \$ 50.0	00 per unit Subtotal	\$ 12,000.00
Base Fee amount:	For-profit Developers- \$2,500	Public Agency, CD	C, Non-profit Developers-\$1,000
Total 408 Technical	Assistance fund Egg: \$ 14,500.00		

#### **Required Attachments**

#### 8.A Application and 40B technical Assistance Fund fees

Please remit payment of fees upon submitting this application.

# Section 7.A. Sustainable Development Principles

#### **Developer Self-Assessment**

Method 2: Sandwich Green meets a minimum of five (5) of the Commonwealth's Sustainable Development Principles.

#### (1) Concentrate Development and Mix Uses

The Beechwood Group has master planned a unique residential rental housing development, Sandwich Green, situated in the Forestdale section of Sandwich MA. The complex will feature state-of-the-art renewable and infrastructure technologies and will offer 240 residential housing units with 25% of the units designated as "affordable". The buildings will be highly efficient and use renewable resources to meet its cooling, heating and power (CHP) needs. The objective is to develop an innovative, fully resilient, affordable, "live-work-play," net-zero connected community. Innovative planning by the development team, planners, engineers and specialists from many disciplines has created the blueprint for this resilient community. Sandwich Green will be an environmentally friendly neighborhood committed to clean generation, clean water, resiliency, sustainability, and livability. The project is designed to provide an affordable connected community consistent with the local, regional, and Commonwealth's goals and vision of Smart Growth.

#### (2) Advance Equity & Make Efficient Decisions

Sandwich Green will be a mixed resource renewable, sustainable residential housing development delivering clean, resilient, restorative and economic infrastructures. Key stakeholders have diverse but generally aligned interests in watershed restoration, economic development, environmental justice, renewable energy and community benefit-based development.

#### (3) Protects Land and Ecosystems

Sandwich Green is located in the Popponesset Bay Watershed. The Popponesset Bay area is often considered the most polluted bay on Cape Cod. Nitrogen pollution from septic systems is at the center of multiple lawsuits filed against the Massachusetts Department of Environmental Protection. The design of our integrated ecosystems will provide "Significant Community Benefits" to the surrounding region and lays out a pollution prevention plan that supports and protects the watershed

#### (4) Use Natural Resources Wisely

Sandwich Green will be built on a resilient infrastructure and secure water/energy platform. The wastewater treatment facilities protect the Popponesset Bay Watershed from additional pollution impacts. The treatment facilities follow the guidance of the Section 208 Area Wide Water Quality Management Plan and finally address an integrated implementation strategy. The development team is currently working on a "Significant Community Benefit" upgrade to the area water quality and public safety improvements with the Sandwich Water District.

Sandwich Green follows the structure and goals of the Cape Cod Commission's Cape Cod Climate Action Plan.

#### (5) Expand Housing Opportunities

Sandwich Green will provide much needed new and affordable housing alternatives for people of all means. The units have been designed to provide work-force housing options as well as housing for families with children.

The Cape Cod Commission Regional Housing study found that If seniors were given the option of downsizing into appropriately sized units, this option could potentially fill about one-third of the current housing gap opening up housing units that have stranded seniors in homes they no longer need.. "even those seniors that want to downsize were unable to find a more appropriate unit at an affordable price."

Sandwich Green's efficient design and the use of on-site renewable power and water treatment systems will make this property much more affordable for all residents.

#### (6) Provide Transportation Choice

The infrastructure plan includes significant investment into an EV charging network and provides for demand response flexibility. Clean electrification of the transportation sector is a primary route to deep decarbonization and the pathway to achieve long-term emission reduction goals within the Commonwealth.

#### (7) Increase Job and Business Opportunities

Sandwich Green follows the direction of Economic Development Agency (EDA) approved Comprehensive Economic Development Strategy (CED's) for Barnstable County. The CED's under the framework of the regional vision defines the goals of the community, built, and natural systems that are required to support smart growth in the region. The CED's promote a sustainable regional economy that requires an adequate supply of rental housing and advanced reliable, resilient, efficient infrastructure. The goal is to preserve, protect and restore the region natural resources.

#### (8) Promote Clean Energy

Buildings are responsible for 28% of energy related CO2 emissions. The design of the grid-interactive efficient buildings (GEB) exceeds the current State energy code and are fueled by a combined cooling, heating power system (CCHP) that eliminates the dependence on fossil fuels. Local clean, renewable power generation supports the affordability of the project and

significantly reduces green-house gas emissions. The integrated design of the GEB and CCHP systems will meet or exceed an Energy Star score of 75 or higher.

#### (9) Plan Regionally

The project is organized around the Popponesset Bay Watershed's natural, build, and community systems and follows the guidelines of the Cape Cod Commission's Regional Policy Plan (RPP) and Section 208 Area Wide Water Quality Management Plan. The RPP adopts goals and objectives to guide and plan for the future of the region in a manner consistent with the vision and growth policy. The Commission's report Regional Housing Market Analysis and 10-year Forecast of Housing Supply and Demand for Barnstable County, Massachusetts highlights the critical obstacles to addressing Fair Housing in the region.

## 7.A - Additional Support for Sustainable Development Principles

## New Legislation – Commonwealth of Massachusetts

On March 26, 2021, Governor Baker signed comprehensive climate change legislation calling for the state to achieve net-zero emissions by 2050.

The new law, Senate Bill 9 - An Act Creating a Next Generation Roadmap for Massachusetts Climate Policy, establishes new interim goals for emissions reductions, significantly increases protections for Environmental Justice communities across Massachusetts, authorizes the Administration to implement a new, voluntary energy efficient building code for municipalities, and allows the Commonwealth to procure an additional 2,400 Megawatts (MW) of clean, reliable offshore wind energy by 2027.

Building upon the framework established in the Administration's 2050 Decarbonization Roadmap and Clean Energy and Climate Plan for 2030, the bipartisan bill allows the Commonwealth to pursue ambitious emissions reduction goals in a cost-effective and equitable manner while creating jobs and opportunities for economic development throughout Massachusetts.

Massachusetts Pillars of Decarbonization

The Massachusetts 2050 Decarbonization Roadmap identifies four pillars that are key for decarbonization for the state.

- End Use Energy
   Transitioning buildings, vehicles, and other end uses away from consuming fossil fuels.
- Energy Efficiency and Flexibility
   Aggressively pursuing energy efficiency and flexibility to enable cost-effective decarbonization.
- Decarbonizing Energy Supply

Producing zero and low-carbon energy supplies to power our infrastructure systems.

Carbon Sequestration
 Balancing remaining emissions by facilitating carbon dioxide removal.

Sandwich Green embraces and embodies the collective goals and objectives of the Commonwealth's comprehensive roadmap and follows detailed guidance from the Regional Authority.



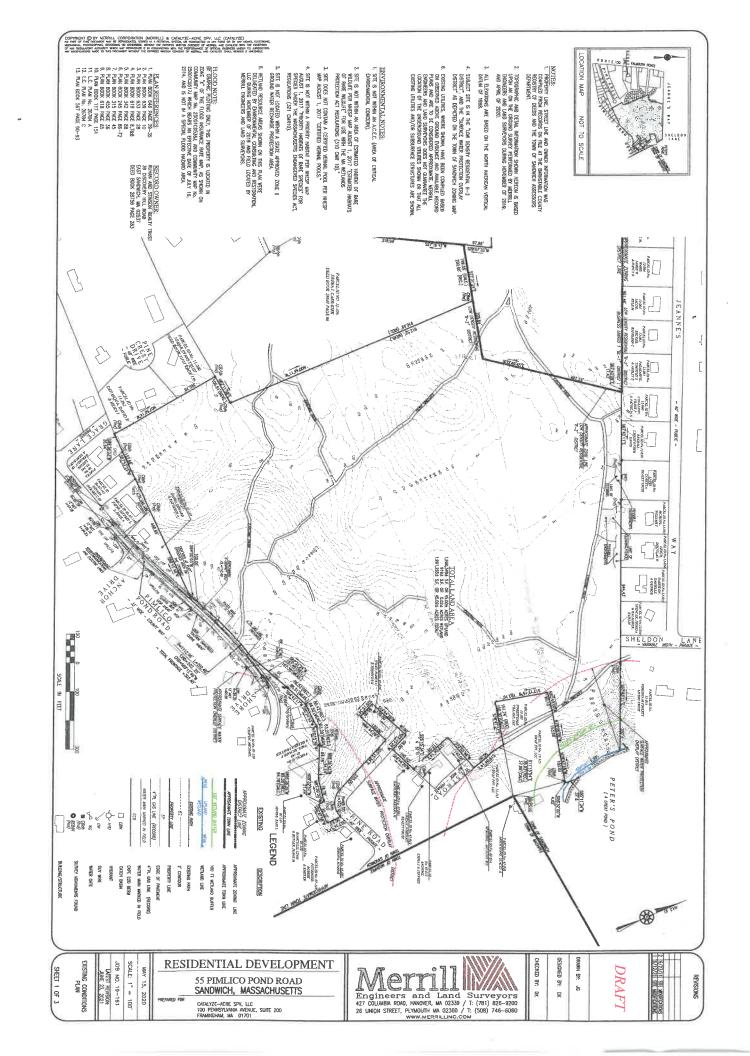


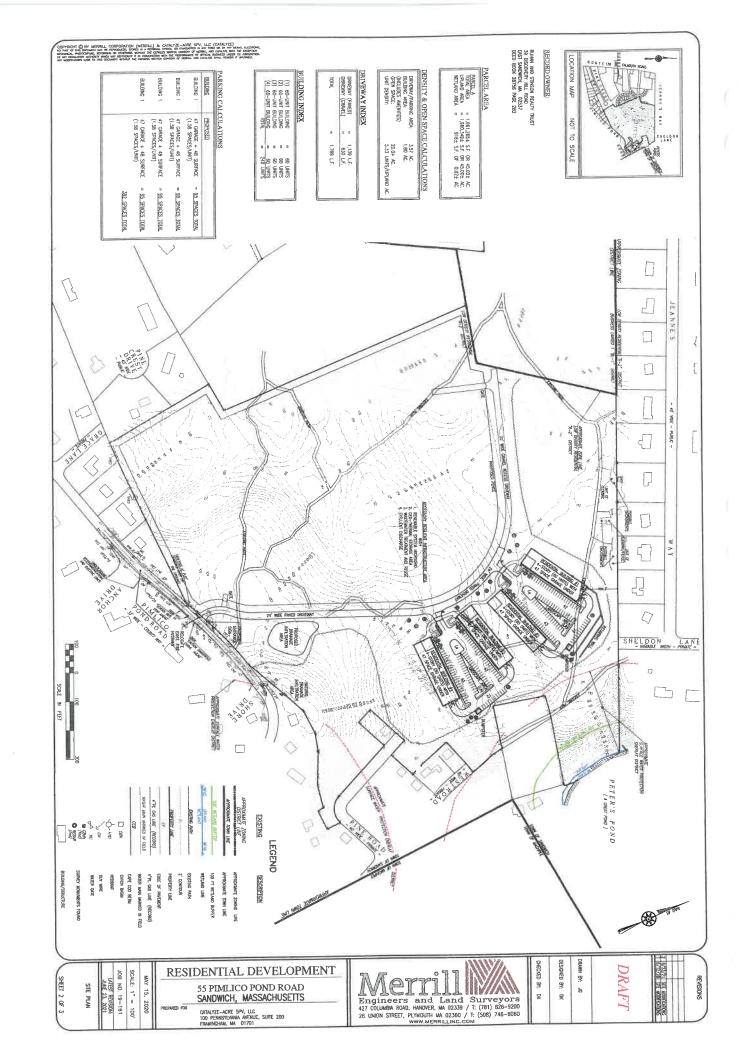


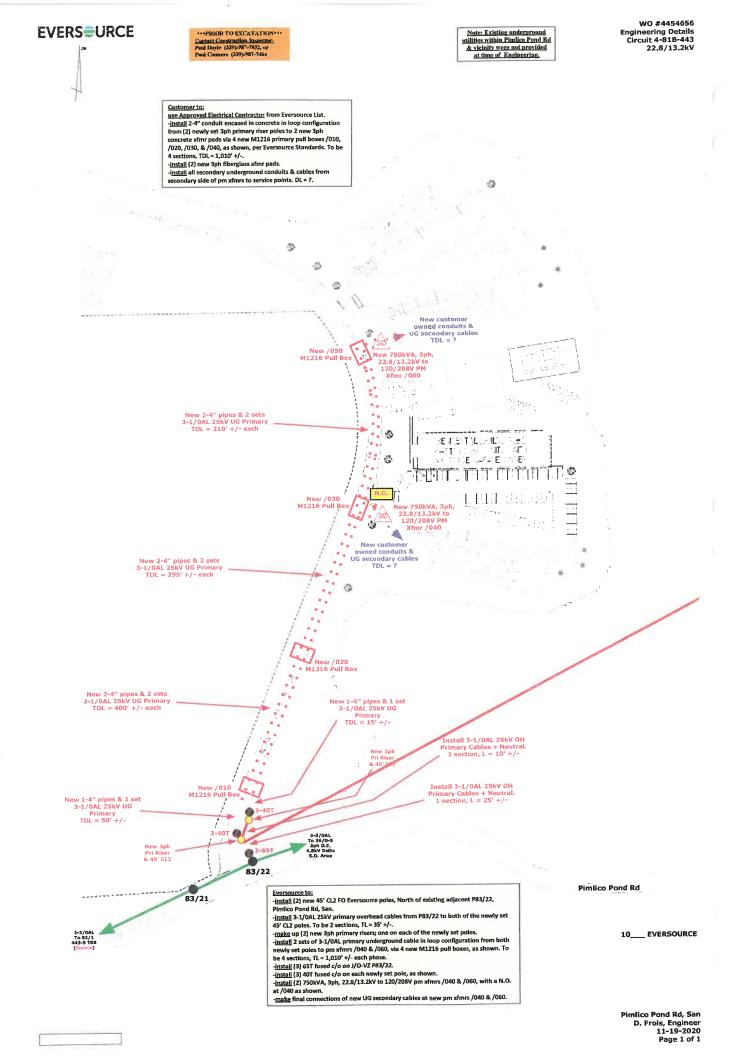






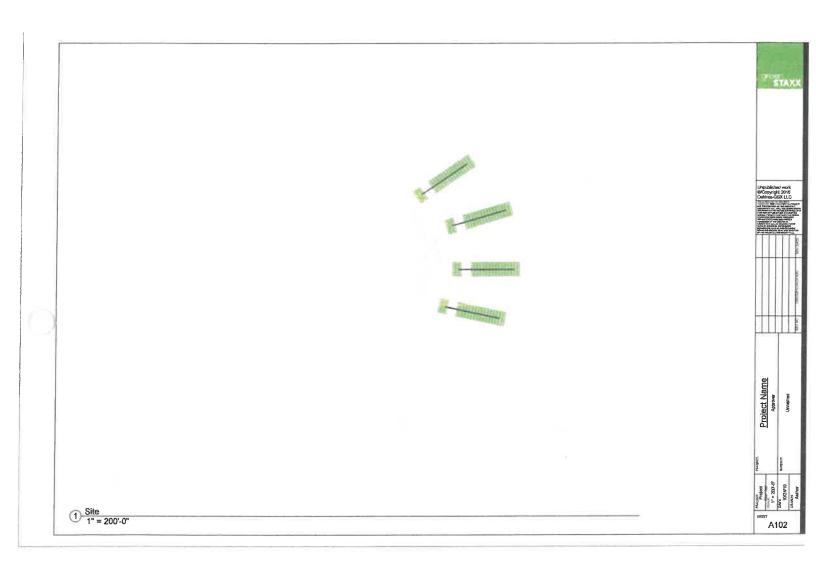


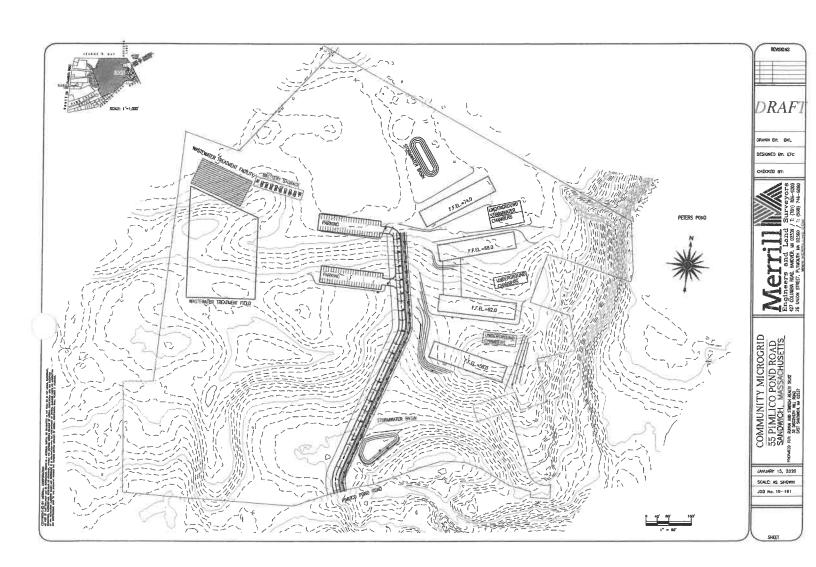




## 2.E. Building Designs





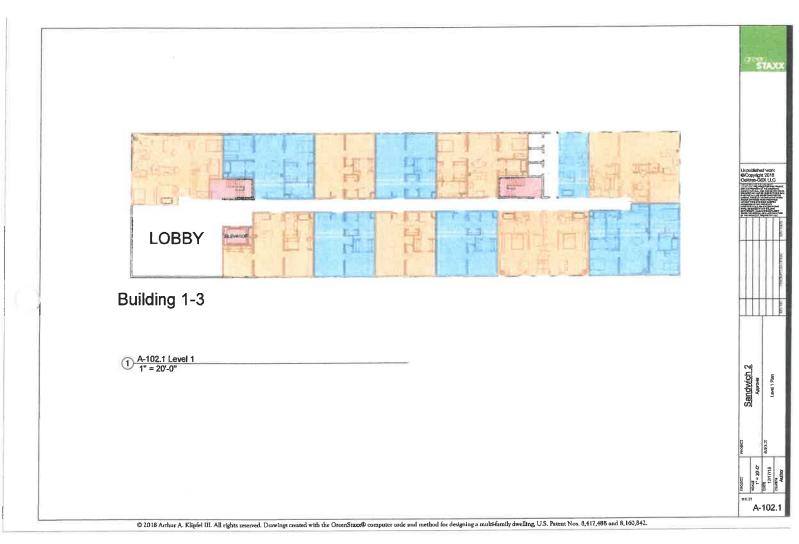


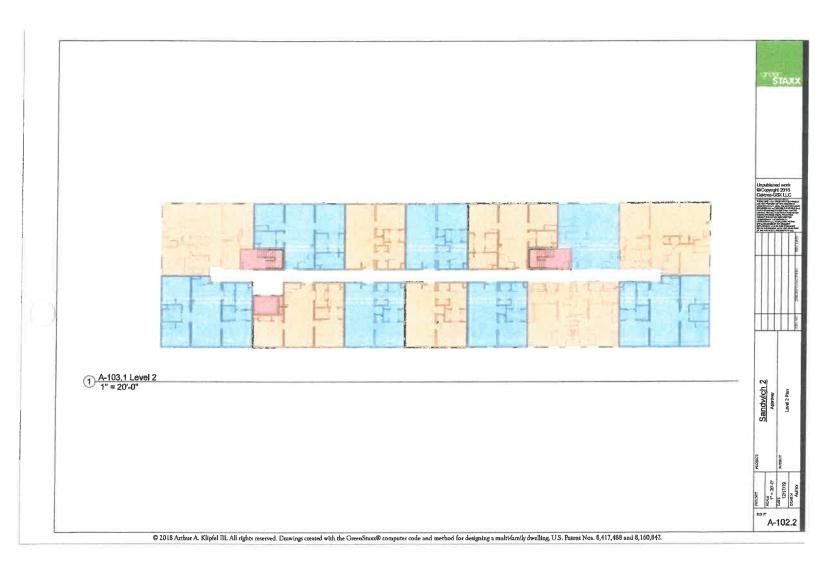


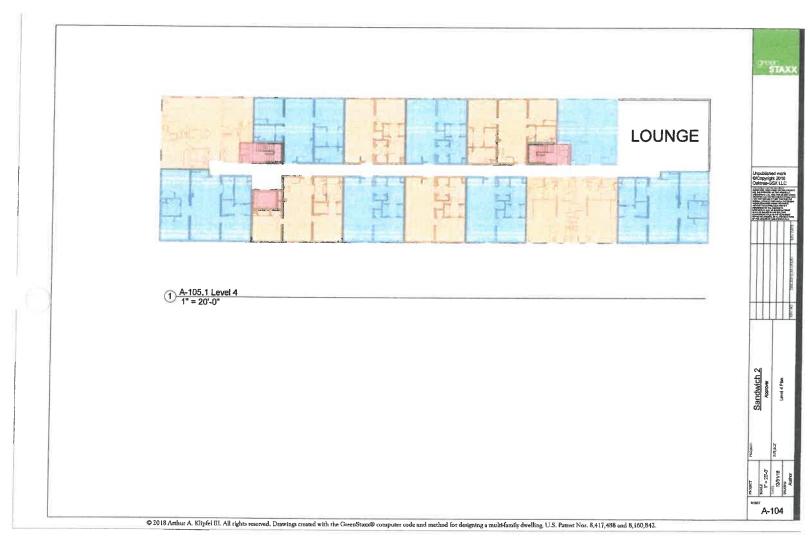


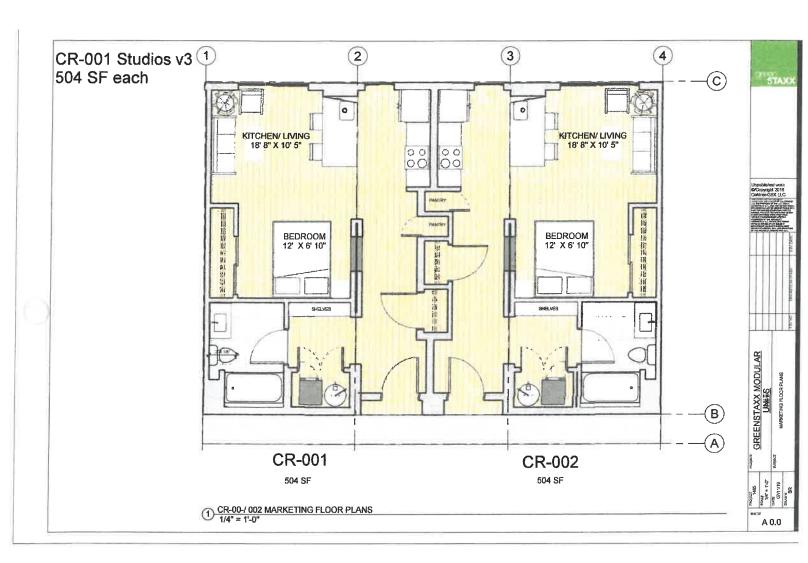


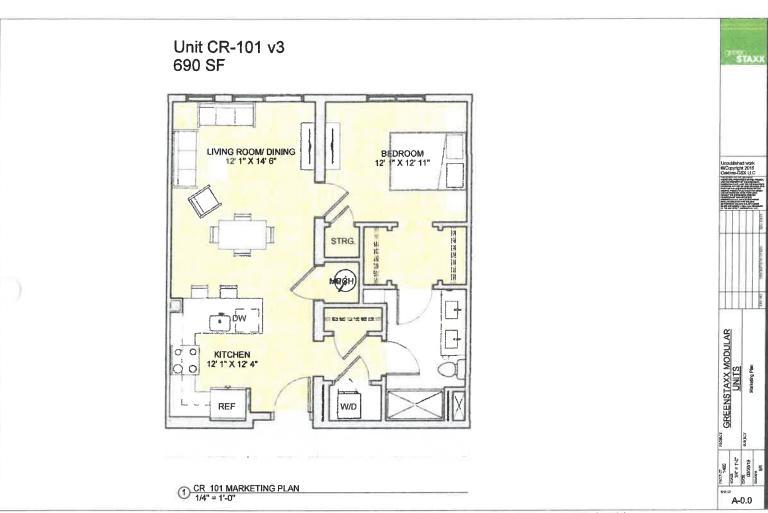




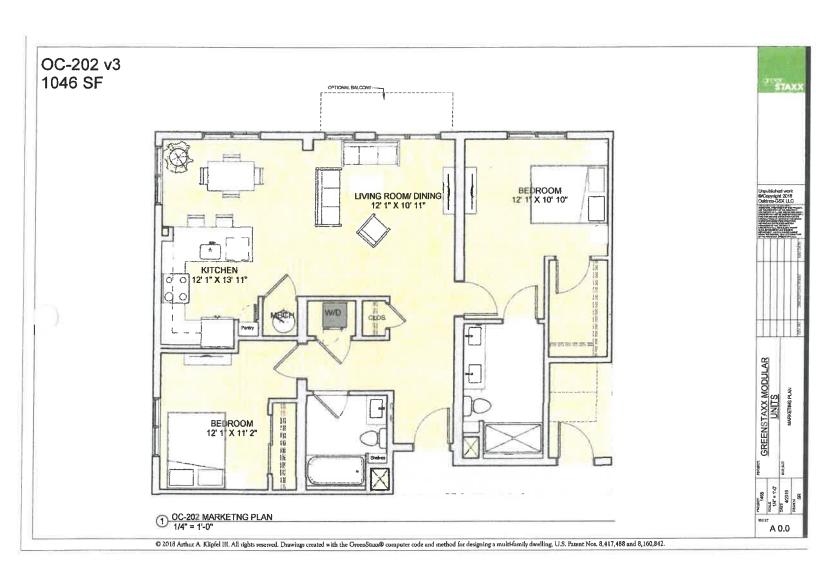


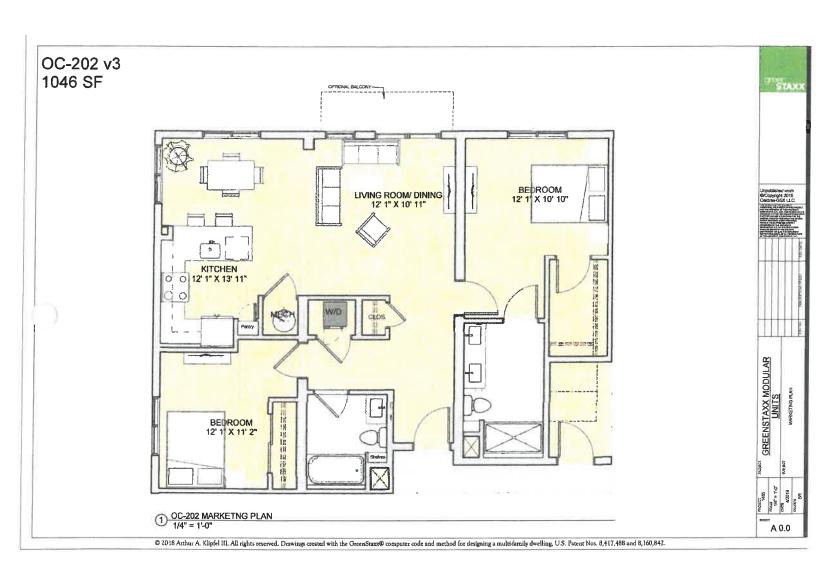


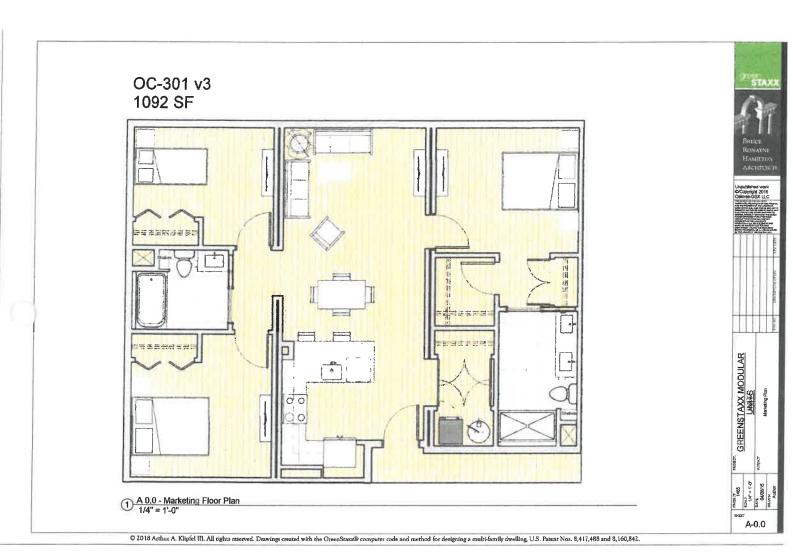




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# GREENSTAXX MODULAR UNITS

VERSION

### ARCHITECT:

GREENSTAXX

84 SHERMAN STREET, CAMBRIDGE, MA 02140

PHONE: (617) 491-9100 FAX: (617) 491-6004

#### CONSULT ARCHITECT:

BRUCE RONAYNE HAMILTON ARCHITECTS, INC 893 TURNPIKE ROAD, NEW IPSWICH, NH 03071 PHONE: (603) 878-4623 FAX: (603) 876-4634

MECHANICAL ENGINEER:

DESIGN DAY MECHANICALS, INC.

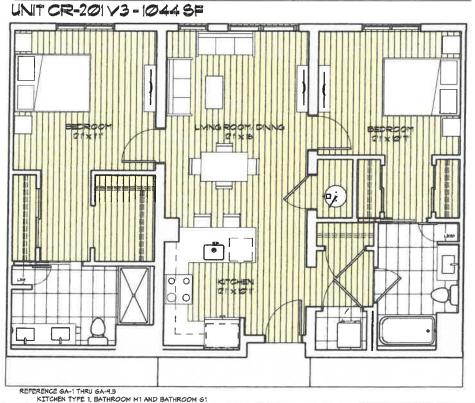
369 PAGE HILL ROAD, NEW IPSWICH, NH 03071

PHONE: (603) 291-0111

#### ELECTRICAL ENGINEER:

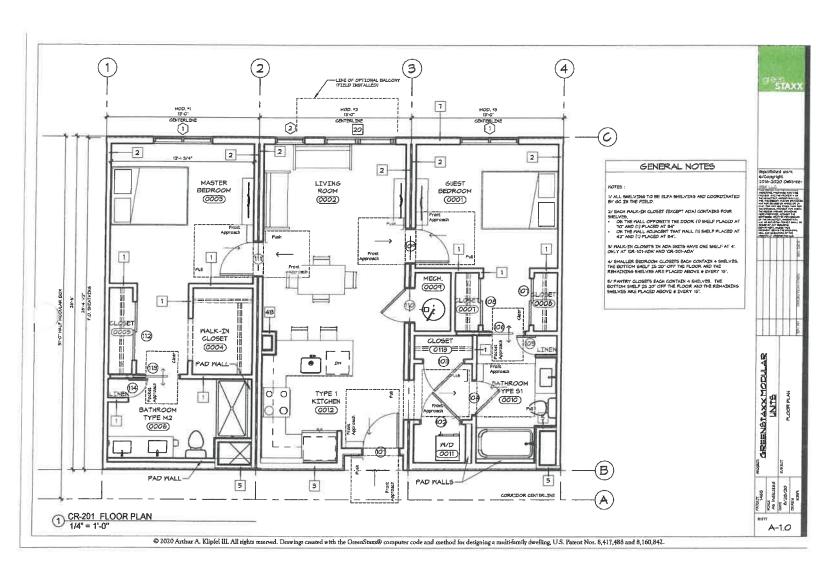
HURRICANE HILL DEVELOPMENT CO. 1042 HURRICANE HILL RD. MASON, NH 03048

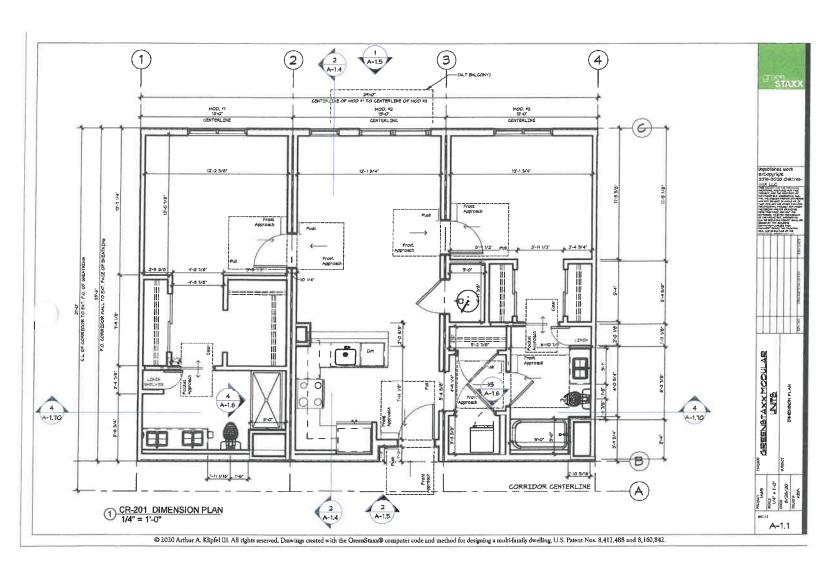
PHONE: (603) 878-1726

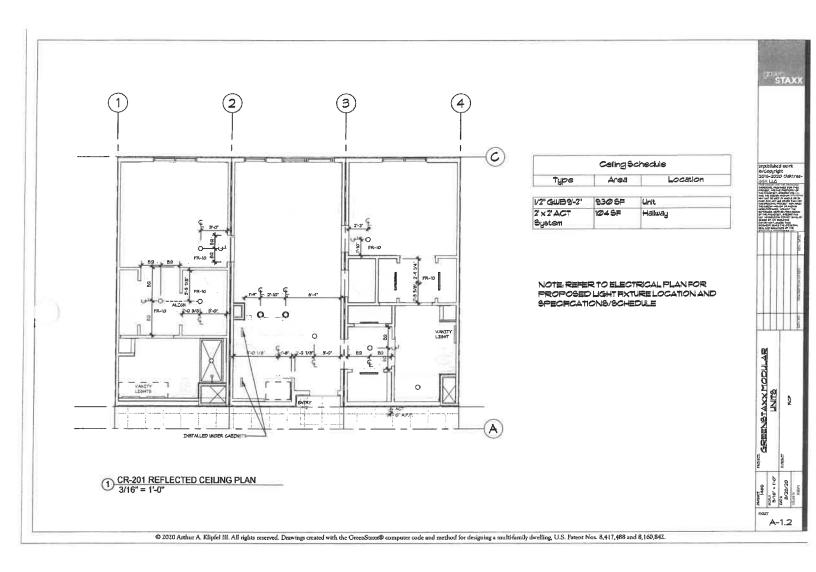


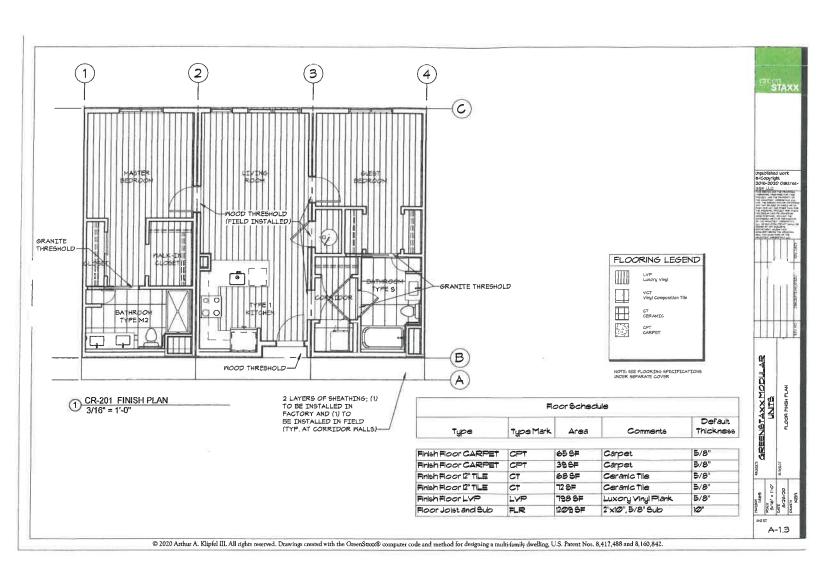
GREENSTAXX MODULAR

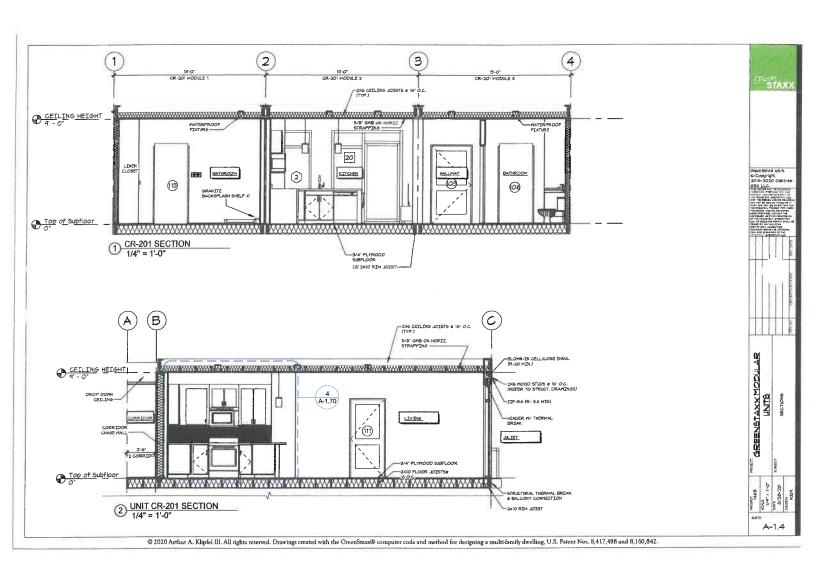
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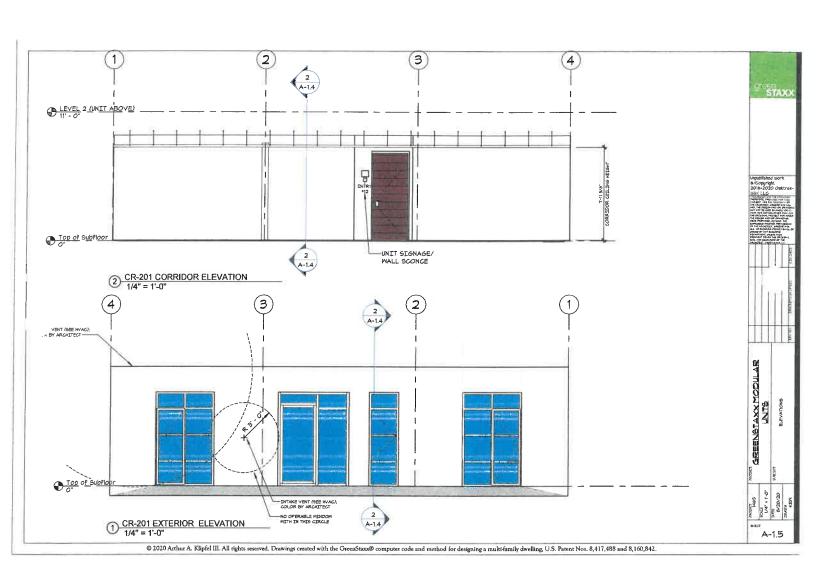


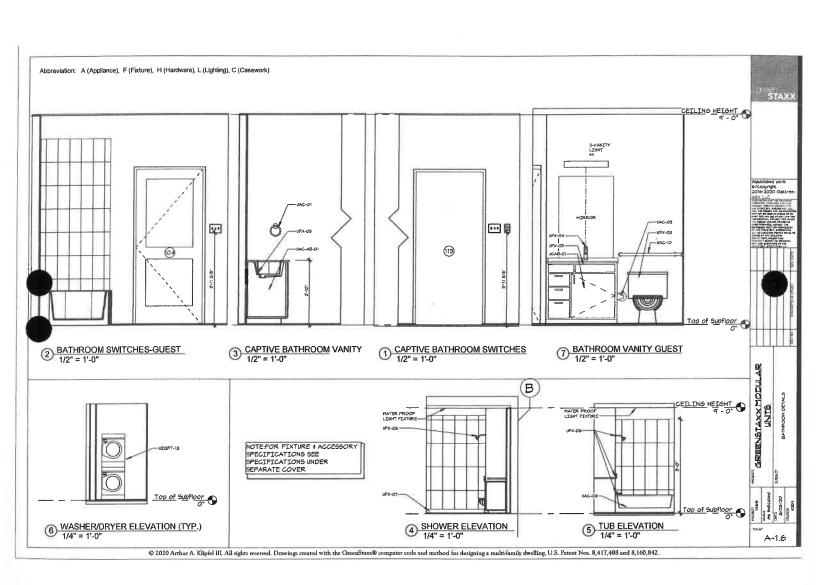


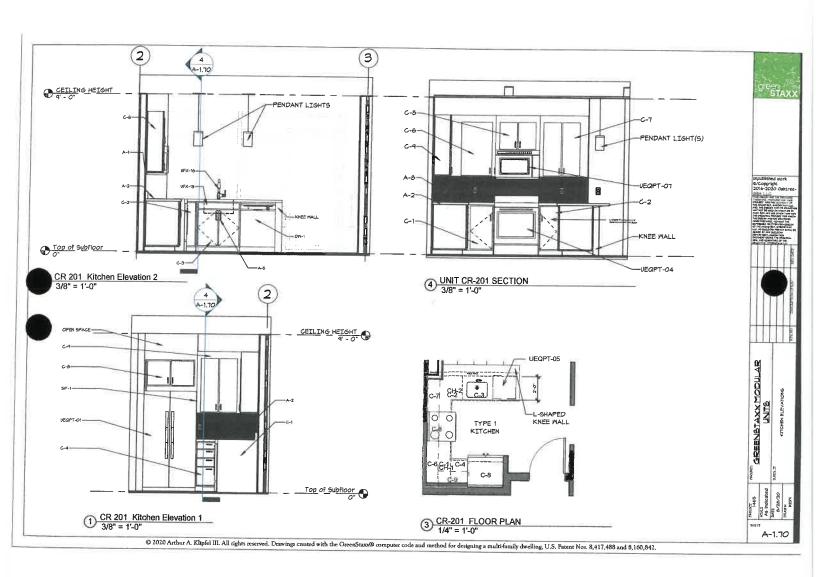




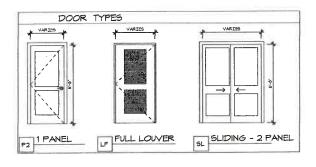






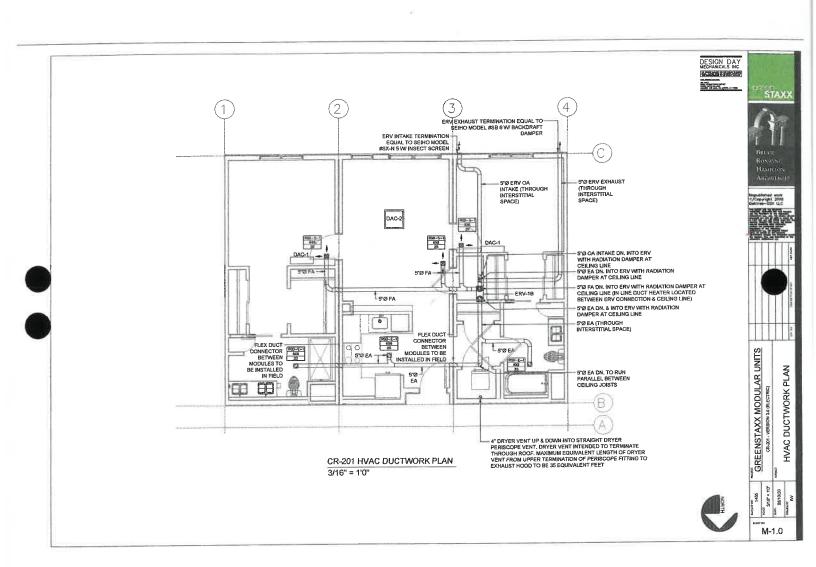


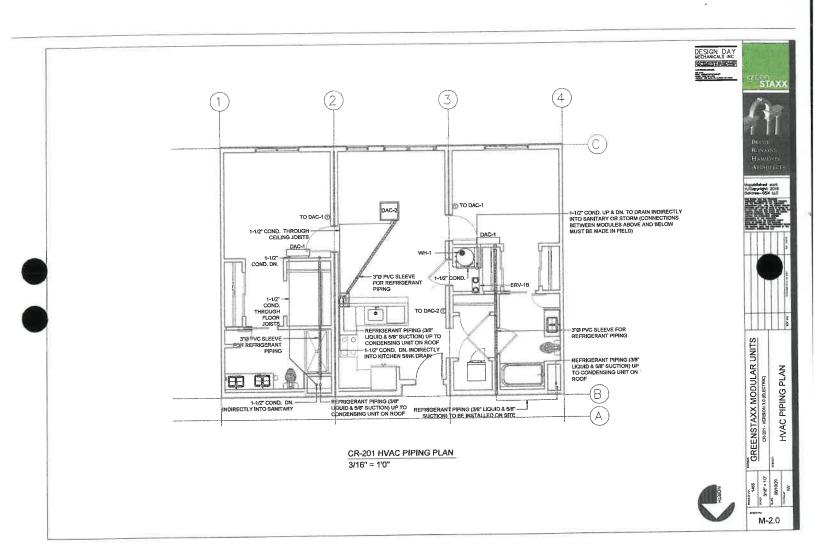
		CR-20	DOC	DR SC	CHEDI	LE		
	LOCATION	DOO	R			Door		
			OPE	NING		Panel	Door	
MARK	ROOMNAME	OPERATION	WIDTH	HEIGHT	RATING	Type	Material	Frame Type
101	TYPE 1 KITCHEN	SINGLE - HINGED	3' - 0"	7' - 6"	20 MIN	P2	WOOD VENEER	20 MIN
102	W/D	SINGLE - HINGED	3' - 4°	6' - 8"		LF	WOOD VENEER	
103	CORRIDOR	SINGLE - HINGED	3' - 4"	6' - 8"		P2	MOOD VENEER	
104	BATHROOM TYPE 51	SINGLE - HINGED	2' - 10"	6' - 8"		P2	WOOD VENEER	
105	LINEN	SINGLE - HINGED	1' - 7 3/8"	6' - 8"		P2	WOOD VENEER	
106	GUEST BEDROOM	Pocket Door 20151	2' - 11"	6' - 8°		P2	MOOD VENEER	
107	GUEST BEDROOM	SLIDING - CLOSET	4' - 0"	6' - 8"		SL	MOOD VENEER	
108	GUEST BEDROOM	SLIDING - CLOSET	4' - 0" .	6' - 8"		SL	MOOD VENEER	
109	GUEST BEDROOM	SINGLE - HINGED - Mate	2' - 10"	6' - 8"		P2	MOOD VENEER	
110	MECH.	SINGLE - HINGED - Mate	2' - 10"	6' - 8°		LF	MOOD VENEER	
111	MASTER BEDROOM	SINGLE - HINGED - Mate	2' - 10"	6' - 8"		P2	MOOD VENEER	
112	MASTER BEDROOM	SLIDING - CLOSET	5' - 0"	6' - 8"		SL	MOOD VENEER	
113	BATHROOM TYPE M2	Pocket_Door_20151	2' - 11"	6' - 8"		P2	MOOD VENEER	
114	LINEN	SINGLE - HINGED	1' - 7 3/8"	6' - 8"		P2	WOOD VENEER	



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GREENSTAXX MODULAR UNITS





MARK MAKE MI			SUPPLY/EXHAUST	SUP/EXH ESP	HEAT EXCHANGER							ELECT	RICAL				
	MAKE	MODEL	XEL SÉRVÉS	(CFM)	(IN. WC)		WINTER			SUMMER		VOLT/PH	FLA PER	MCA		FILTER	NOTES
						CA DB/WB	RA DB/AH	SA DB	QA DB/NVB	RA DB/AH	SA DB/AVB	VOL1/PH	MOTOR	MCA	MOCP		
ERV-1B	RENEWAIRE	SL7CL	CR-201	65 / 65	.43 /.43	-8.7 / -8.7	70/35%	51.3	88.3 / 71.1	75 / 50%	78.7 / 66.9	120/1	2	10	15	2" MERV-8	1
NOTES:												-			_		_

				NOMINAL	COOLING	HEATING						1			1
MARK	SERVES	MAKE	MODEL.	TONS	(MBH)	5" F (MBH)	EFFICIENCY	NEATING EFFICIENCY	SNE GINDE	SUCTION	REFRIG	VOLT/PH	MCA	MOCP	NOTES
CU-1	[2] DAC-1 & DAC-2	CARRIER	38MGRQ24C-3	2	24	23	23 SEER	10,0 HSPF	(3) 1/4	(3) 3/8	R-410A	208-230/1	25	35	1,2,3,4,5
NOTES:					-							100000	_		

3. PROVIDE SE' HIGH SHOW STAND
4. TOTAL PURPOL EVENT PICKAGE OF TO TO TO NODOR UNITS CANNOT EXCED 199 FT. FURTHEST OSTANCE TO SINGLE INDOOR UNIT CANNOT EXCED 398 FT. VERTICAL DISTANCE SETWIEST O. S. INDOOR UNITS CANNOT EXCED 499 FT.
S. INCORTION NOT PROVING OF FLANS, TO BE LOCATED OR ROOF IN THE FIELD.

MARK	SERVES	MAKE	MODEL	COOUNG (MBH)	HEATING (MBH)	ARRELOW (CFM)	MOUNTING	CONDENSATE	MCA	NOTES
DAC-1	8EDROOMS	CARRIER	40MHHQ09-3	9.0	9.5	163-265	WALL	YES	0.3	1,2,3
OAC-Z	LIVING ROOMS	CARRIER	40MBCQQ93	9.0	9.5	260-380	CASSETTE	YES	0.2	1,2
NOTES:										
1. POWERED	FROM OUTDOOR UN	ır				********	_			-
OD CERNY .S	NTROLLER									

4 NOT	DESCRIPTION	MATERIAL	FRAME STYLE	NECK SIZE	PATTERN	DAMPER	MODEL	MAKE	MARK
1	SUPPLY	STEEL.	AS NEEDED	SEE DWGS	LOUVERED FACE DIRECTIONAL	CN	SWD	PRICE	RGO-5-1
1	EXHAUST	STEEL	AS NEEDED	SEE DWGS	45° FIXED	YES	530LD	PRICE	RGD-E-1
	EXHAUST	STEEL	AS NEEDED	SEE DWGS	45° FIXED	YES	530LD	PRICE	RGD-E-1 NOTES:

GENERAL NOTE FOR ALL APARTMENT STYLES:

6) ERV EXHAUST DUCT TO HAVE -1/2" BUBBLE WRAP INSULATION 10" BACK FROM TERMINATION, INSTALLED TIGHT TO DUCT PER MANUFACTURER'S INSTRUCTIONS

6) ERY EXPANSI DUCT 10 PARCE - PLZ BOBBLE WROSE INSULATION TO BACK FROM TEXMINISTRICE ITSETT TO DUCT FOR MANUFACTURER'S INSTITUTION OF THE MANUFACTURER SHOULD BE UNDERCOT BY 1°

8) ALL HORIZONTAL DUCTWORK SHALL BE INSTALLED BY THE MODULAR MANUFACTURER. ALL BOX-TO-BOX CONNECTIONS SHALL BE INSTALLED IN THE FIELD.

9) FINAL BALANCING SHALL BE DONE IN FIELD

10) REFRIGERANT PIPING & GAS PIPING WILL BE INSTALLED IN FIELD. IT WILL BE THE CONTRACTOR'S CHOICE WHETHER THEY USE LINE SETS OR PRESS FIT COUPLINGS. 3°

PVC SLEEVES FOR REFRIGERANT PIPING & GAS PIPING TO BE INSTALLED BY MODULAR MANUFACTURER.

11) THE MASSACHUSETTS STATE BUILDING CODE (780 CMR - NINTH EDITION), THE INTERNATIONAL MECHANICAL CODE (IMC) 2015, AND THE INTERNATIONAL ENERGY CONSERVATION CODE (IEC) 2015 ARE THE GOVERNING CODES FOR ALL HVAC WORK. SHOULD THESE PLANS BE USED FOR PROJECTS IN ANOTHER STATE, DIFFERENT CODES MAY APPLY AND CERTAIN ASPECTS OF THE PLANS MAY NEED TO CHANGE.

DESIGN DAY #2.25 M 2.24 C. T. T. 

RECOMPTION
RECTIONS AND THE CR
DESCRIPTION
RECTION
REC

SCHOOL SUPPLY SHALL ON SECUNCTURE SUPPLY SHALL COME SCHOOL SUPPLY SHALL COME

ACCRECAL CHALLE AND

LECEND OF CONTROL SYS

LECEND OF PIPING SYMBOLS DESCRIPTION

HOW THE AD DOOR W

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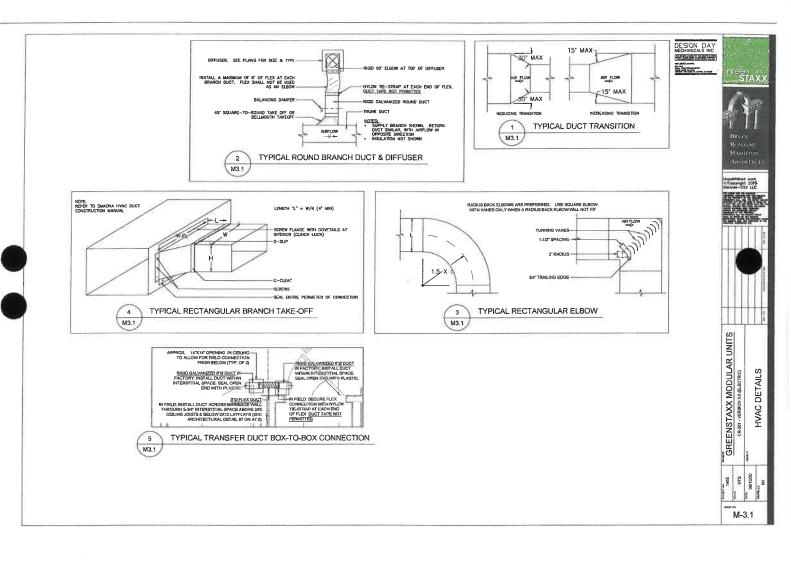


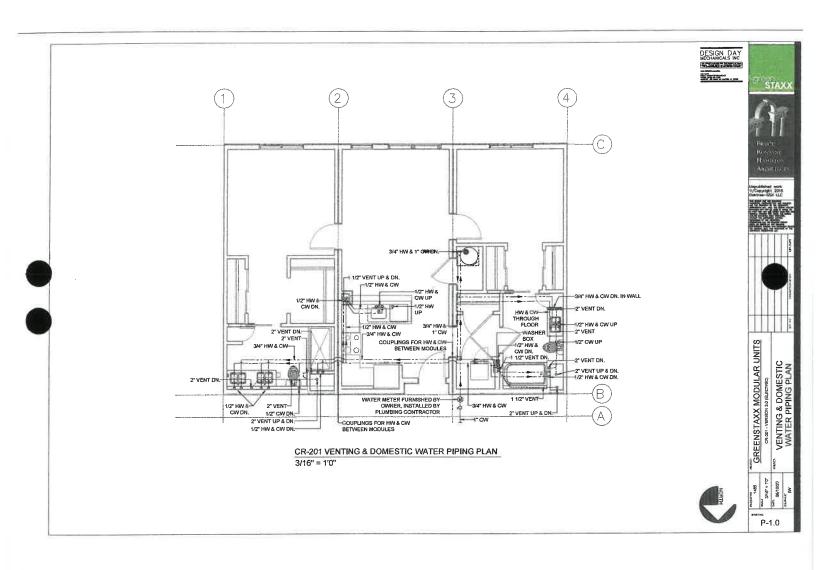


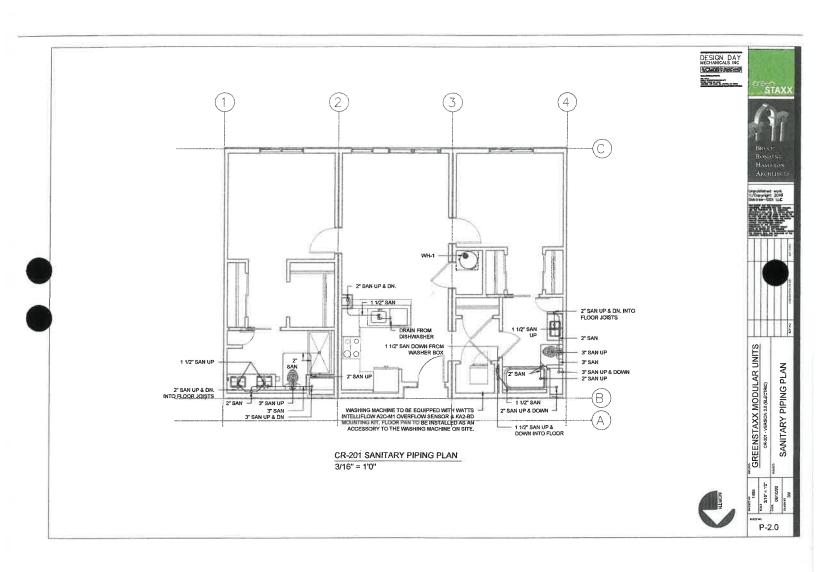


GREENSTAXX MODULAR UNITS HVAC SCHEDULES & LEGEND

1485 STN 133 M-3.0







GENERAL NOTE FOR ALL APARTMENT STYLES:

1) ALL HORIZONTAL PIPING SHALL BE INSTALLED BY
THE MODULAR MANUFACTURER. ALL BOX-TO-BOX
CONNECTIONS SHALL BE INSTALLED IN THE FIELD.
2) ALL WASTE & VENT STACKS TO BE INSTALLED IN
FIELD BY OTHERS
3) THE DOOR TO THE WATER HEATER CLOSET MUST
BE FULLY LOUVERED OR (2) TRANSFER GRILLES (ONE
HIGH, ONE LOW) MUST BE PROVIDED IN THE CLOSET
WALL

WALL

WALL
4) THE MASSACHUSETTS STATE BUILDING CODE (780
CMR - NINTH EDITION), COMMONWEALTH OF
MASSACHUSETTS 248 CMR FUEL GAS AND PLUMBING
CODE (INCLUDING NFPA 54-2012 NATIONAL FUEL GAS
CODE) AND 780 CMR NINTH EDITION (INCLUDING THE
INTERNATIONAL ENERGY CONSERVATION CODE
[IECQ] 2015) ANE THE GOVERNING CODES FOR ALL
PLUMBING WORK: SHOULD THESE PLANS BE USED
FOR PROJECTS IN ANOTHER STATE, DIFFERENT
CODES MAY APPLY AND CERTAIN ASPECTS OF THE
PLANS MAY NEED TO CHANGE.

PLUMBING	3 LEGEND
G by BV	AG SANITARY VENT COLD WATER HOT WATER GAS BALL VALVE
MV PRV VRV TH ET	MIXING VALVE PRESSURE RELIEF VALVE VACUUM RELIEF VALVE THERMOMETER EXPANSION TANK
BFP SAN V VTR UG AG	BACKFLOW PREVENTER SANITARY VENT VENT THROUGH ROOF UNDERGROUND ABOVE GROUND

ATER HEAT	TER SCHEDUL	(WH)		-								
MARK MAKE			SERVES	CCILD	нот	ELECTRIC		STO	MGE	UEF 1ST HOUR	GPH RECOVERY	NOTES
	MAKE	TROOP SAN				VOLT/PH	AMP BREAKER	GALLONS	TEMP ("F)	RATING (GPH)	(90°F)	HOTES
WH-2	RHEEM	PROPHEST2RHESODCB	CR-201	3/4"	3/4*	240/1	30.0	59	140	75	29.0	1
NOTES:												





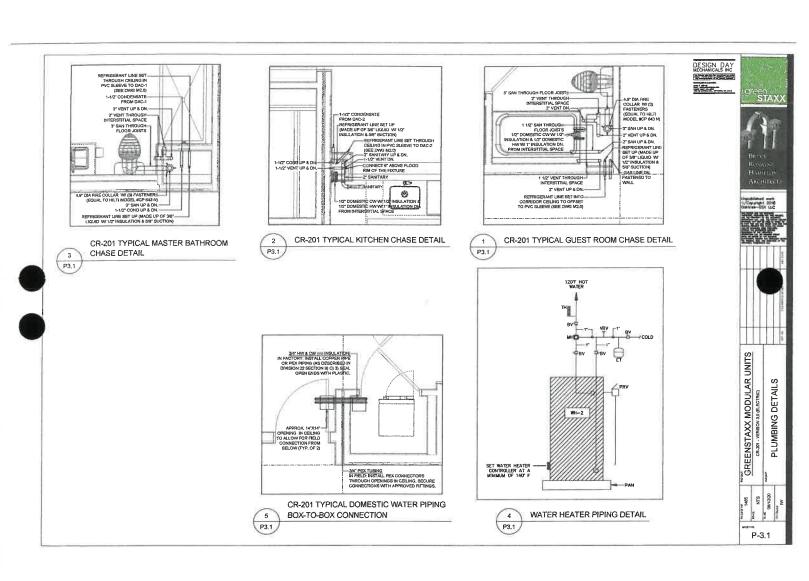


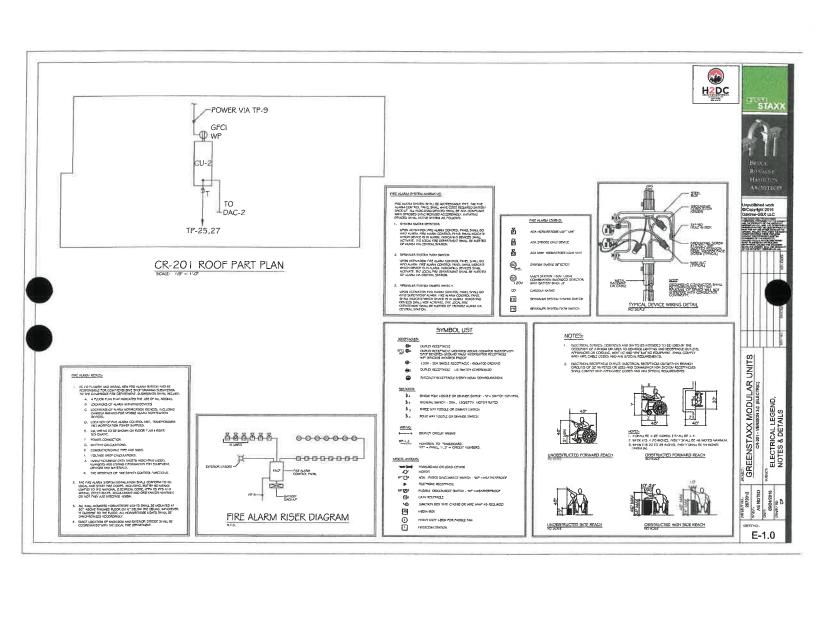


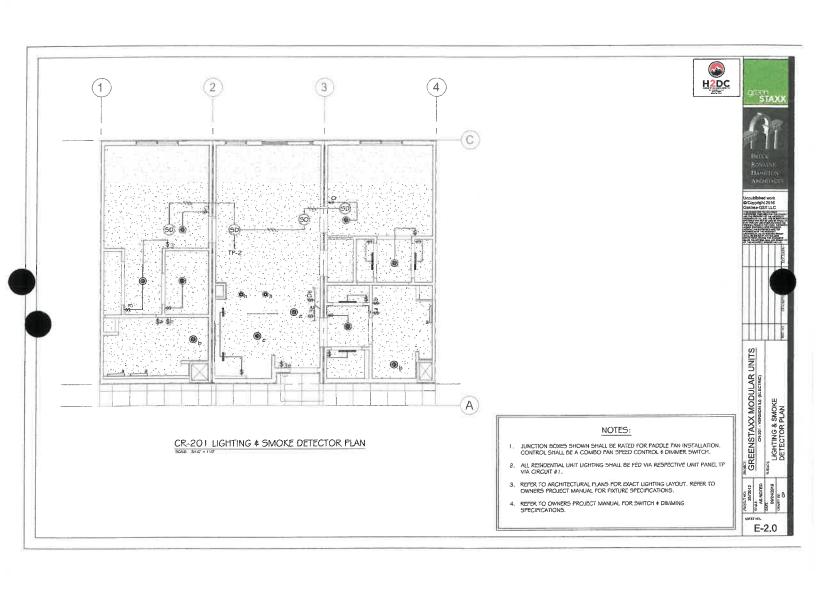


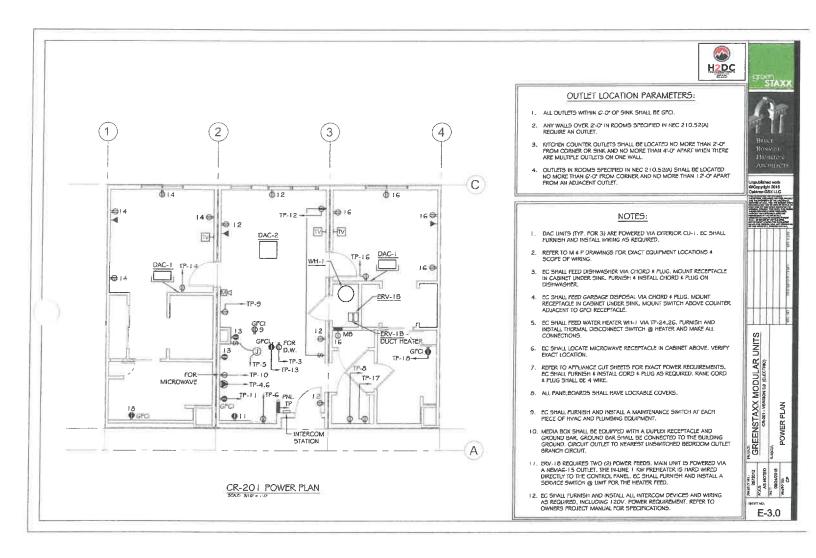
GREENSTAXX MODULAR UNITS
CR.201 - VERSION 20 (BLECTRIC) PLUMBING LEGEND & SCHEDULE 

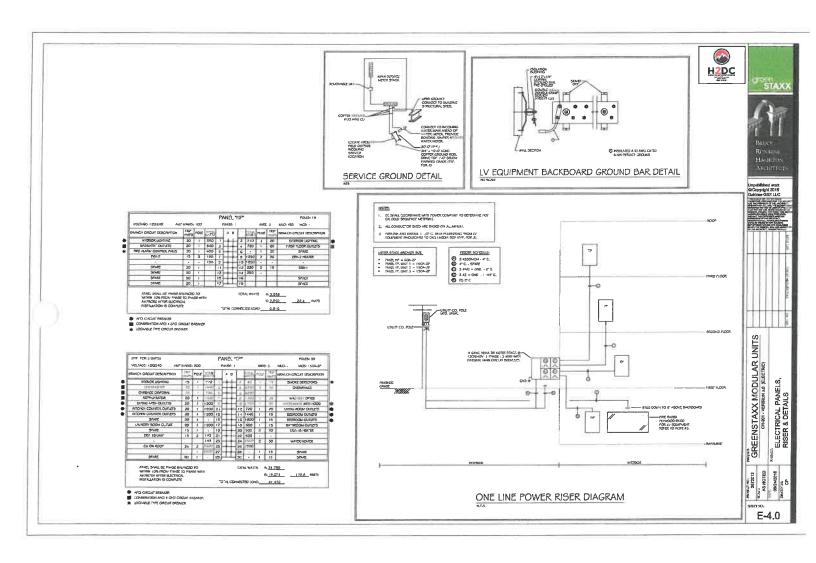
P-3.0











#### **SANDWICH GREEN**

#### **SUMMARY OF GREEN FEATURES**

#### Location:

- Designated Economic Development District by the Economic Development Agency (EDA) of the U.S. Department of Commerce
- U.S.D.A. Rural Development Property
- Pedestrian friendly design: new sidewalks and walking trails connecting development to surrounding neighborhoods
- Within short walking distance to shops, office, food and retail in neighboring, Route 130, mixed-use Village, Cape Crossing.
- Convenient to Joint Base Cape Cod, Sandwich Center and Mashpee Commons

#### Site:

- Higher-Density Development
- Intelligent Infrastructure
- Graywater irrigation
- Native, adaptive, non-evasive plants
- Community garden and rainwater cisterns for irrigation
- Flow through planters and landscaped bioretention areas
- Underground parking with limited surface parking
- 30 EV Charging Stations powered by clean, resilient and renewable energy
- Electric Flex-Vehicle
- Planned Autonomous Shuttle Service
- Bike lockers and racks

# **Water Efficiency and Reuse:**

- Water conservation measures include Water-Sense or similar 1.1-gpf toilets, 2.0-gpm showerheads and 1.5 gpm faucets
- Split stream gray and black water
- Units are individually metered for waterflow and alarm sent if flow greater than expected
- Graywater reuse for irrigation
- Clean water MBR system to remove nutrients (Nitrogen) from wastewater

# **Energy Efficiency; Renewable, Reliable Energy**

- Grid Interacted Smart Buildings
- Community Microgrid
- Microgrid studied by MassCEC, Willdan Engineering and Eversource
- PV to reduce carbon footprint
- Super-tight building envelope to meet Architect 2030 criteria

- Expert energy modeling and building science to maximize energy efficient designs
- Design to maximize insulation
- Cool white roofs
- Energy efficient windows and doors
- Energy efficient package terminal air source heat pumps
- CFL and LED lighting
- Energy Star appliances
- Low water clothes washers and dishwashers
- Energy Star 80-cfm bath fans
- Resident online access to online metered water and energy information for their home to promote resident engagement

#### **Materials and Resources**

- Modular and panelized construction built offsite in controlled conditions
- · Landfill diversion program
- Low-or-no-VOC paints and adhesives
- CRI Green Label Plus Flooring

# Air Quality, Health and Comfort

- No smoking for resident units and interior common areas
- Microgrid, BESS system and electric vehicles provide power to units and common spaces during power outages
- MERV 8 filtering in common areas
- Bath exhaust provide mechanical ventilation per ASHRAE 62.2.2007
- Exhaust hoods exhaust to outdoors
- Energy Star ceiling fans
- Minimal carpet in apartments
- Aging in place goals and policies
- Wide stairways to encourage walking
- Walking trails and sidewalks with links to surrounding neighborhood, ponds and abutting retail
- Flex-bikes on-site

# **Durability and Ease of Maintenance**

- · Cementitious siding
- Cellular PVC Trim
- Resilient flooring, rubber stair threads
- Ceramic tile in bathrooms
- Low maintenance vinvl windows
- Full-time, onsite maintenance

# **Community Infrastructure Accessory Building Prototype Sandwich Green Residential Apartment Development**







Data Management, Battery Storage, DER Controllers, Clean Water Infrastructure

NH Residential Barn Design Build: Northpoint Construction Management, Hudson, NH

# 2.F. Project Narrative





#### **EXISTING CONDITIONS**

The proposed project site is located at 55 Pimlico Pond Road in Sandwich, Massachusetts within a parcel owned by Ruhan and Stinson Realty Trust. The development area measures approximately 45 acres. The site is located in the Forestdale area of Sandwich which is situated about five miles south of the Mid-Cape Highway (Route 6) and immediately north of the Sandwich/Mashpee municipal boundary. The neighborhood includes the corridor along Route 130 extending from Main Street, Route 130 in Mashpee to Quaker Meeting House Road which is situated about one mile north of the property. This area is primarily undeveloped land, ponds and open space. There are also various commercial properties in this area that comprise 10% of the land use in this neighborhood. The majority of residential properties include a mix of cape, ranch, and colonial style dwellings built in the 1970s and 1980s that include 20,000 to 50,000 square foot lots.

The property has access to public water through the Sandwich Water District. Electrical service is available through Eversource. Natural gas is available through nationalgrid. High speed fiber optic access is available through OpenCape.

No state or federal wetland resource areas or potential vernal pools have been identified on the site, and none are expected to be found.

# PROPOSED DEVELOPMENT MASTER PLAN

The Sandwich Green development will provide a total of 240 units in four (4) 60unit, four-story wood frame garden style residential apartment buildings with parking below. The proposed plan would provide 358 total parking spaces, 194 surface and 164 secured garage spaces. Outdoor living is at the heart of this complex, with an expansive roof deck atop building two and three. In addition, resident amenities include a club room, media room, onsite fitness center, resort-style heated pool, secure garage electric vehicle and bicycle parking, and pet grooming stations. The landscaped outdoor amenity space will overlook Peter's Pond (A GREAT POND) and will feature the pool, outdoor kitchen, fire pits, sport courts, and unique social spaces. The site layout is designed to consolidate the development area required for parking and buildings in order to protect existing vegetative buffers on all sides of the project. The main entry is proposed as a 24' wide paved driveway that connects off of Pimlico Pond Road, a 33' county way.

# PROPOSED BUILDING DESIGN STRATEGIES

The site is generally rural and offers limited context, other than the nearby residential homes and existing commercial real estate developments, which might otherwise inform the proposed design aesthetic. In response, and similar to the Residences at Canal Bluff complex in nearby Bourne, we have chosen to employ a contemporary design language inspired by the typical forms and materials found in traditional New England residential architecture. The building strategy will vary building materials to add depth to the façade. We are using

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84 Sherman Street Cambridge, MA 02140 617.491.9100



traditional and natural building materials. Varied exterior finishes and paint colors work to reduce the visual bulk of the new buildings. The basic massing is defined by flat roofs, inset balconies, and projected bays and the color palate consists of warm grey tones and medium earth tones. The design incorporates energy-efficient or "green" architecture into each residential unit.

Within the buildings, the typical floor plan provides access to units off a central double-loaded corridor that is framed on each end by egress stairs and support spaces. Elevators are centrally located for convenient access. Typical one, two and three-bedroom units are designed with open kitchen/living areas and comfortable bedroom and bathrooms as well as large walk-in closets. Large windows provide abundant natural light at each unit. In addition to high-quality finishes and individual environmental control, each unit will contain modern energy-efficient appliances, in-unit laundry, and low-energy lighting fixtures add to an overall sense of luxury and quality at Sandwich Green.

Registered Architect, Arthur Klipfel III



GreenStaxx www.greenstaxx.com info@greenstaxx.com

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# Attachment 2.G.

# **Tabular Zoning Analysis**

# Tabular Zoning Analysis

Residence (R-2)

To provide for lower-density residential development for those uses allowed in the R1 zone while protecting the quality of air, surface water and ground water of the area.

	R-2	·	
	Required	Proposed Condition	Relief Required
Minimum lot size in square feet	60,000	1,969,912	None
Minimum lot frontage in feet	200	304	None
Minimum front yard in feet	50	Over 100	None
Minimum side and rear yard in feet	45	Over 100	None
Maximum lot coverage %	25	Under 25	None
Maximum Building Height in feet	35	41	Yes, SP
Maximum Shape Factor	22		

Section 2310 which requires a separate Special Permit for multifamily residential use in the R-2 District.

Section 2600 Applicant requests a waiver from the requirement of minimum and maximum lot, front rear and side yards and building dimensions.

Section 4610 which prohibits multifamily residential use on a designated Scenic Road such as Pimlico Pond Rd.

Section 4621 which prohibits granting any Special Permit until the Board of Health certifies in writing that all plans for on-site waste disposal comply with all state and local health codes.

Section 4630 which requires that all private parking, driveways and drainage comply with Sandwich Planning Board Subdivision Rules and Regulations.

Section 4640 which limits unit density to 1 unit per 2.2 times the minimum lot area for single family homes in the District.

Section 4640 which requires front, side and rear setbacks of 250 feet and would prohibit any landscaping or disturbance to the natural condition of the setback areas.

Section 4650 which requires 2 separate points of access and egress.

Section 4620 which requires a showing of no danger of pollution to ground or surface water. Complies.

Sections 4180-4196 which require a separate Special Permit for ground mounted photovoltaic installations without regard to whether they are accessory to a primary use or not.

Section 3420 which requires a separate Special Permit for on-site waste disposal exceeding 15,000 gpd.

Section 3510 which requires that 30% of the total site be retained in a "vegetated" condition.

Any other section or requirement of the Sandwich Zoning Bylaw that would prohibit the development of the site as proposed in this Application for Site Eligibility.

### **Requested Waivers**

Section 2310 which requires a separate Special Permit for multifamily residential use in the R-2 District.

Section 2600 Applicant requests a waiver from the requirement of minimum and maximum lot, front rear and side yards and building dimensions.

Section 4610 which prohibits multifamily residential use on a designated Scenic Road such as Pimlico Pond Rd.

Section 4621 which prohibits granting any Special Permit until the Board of Health certifies in writing that all plans for on-site waste disposal comply with all state and local health codes.

Section 4630 which requires that all private parking, driveways and drainage comply with Sandwich Planning Board Subdivision Rules and Regulations.

Section 4640 which limits unit density to 1 unit per 2.2 times the minimum lot area for single family homes in the District.

Section 4640 which requires front, side and rear setbacks of 250 feet and would prohibit any landscaping or disturbance to the natural condition of the setback areas.

Section 4650 which requires 2 separate points of access and egress.

Section 4620 which requires a showing of no danger of pollution to ground or surface water. Complies.

Sections 4180-4196 which require a separate Special Permit for ground mounted photovoltaic installations without regard to whether they are accessory to a primary use or not.

Section 3420 which requires a separate Special Permit for on-site waste disposal exceeding 15,000 gpd.

Section 3510 which requires that 30% of the total site be retained in a "vegetated" condition.

Any other section or requirement of the Sandwich Zoning Bylaw that would prohibit the development of the site as proposed in this Application for Site Eligibility.

# 4.A. Evidence of Site Control



**Bk 28756 Ps283 12421** 03-24-2015 & **01:09P** 

MASSACHUSETTS STATE EXCISE TAX BARNSTABLE COUNTY REGISTRY Of DEEDS Oate: 03-24-2015 & 01:09Pffi Ctlt: 981 Ooct: 12421 Fee: \$7,524.00 Cons: \$2,200,000.00

BARNSTABLE COUNTY EXCISE TAX
BARHSTABLE COUNTY REGISTRY OF DEEDS
Date: 03-24-2015 a 01:09PM
Ctlt: 981 Ooct: 12421
Fee: \$\$,940.00 Cons: \$2,200,000.1)0

### FORECLOSURE DEED

Thomas Ruhan and John Stinson, Trustees of the Ruhan and Stinson Realty Trust, u/d/t dated December 31, 2009, recorded at Book 24279, Page 75, of 39 Discovery Hill Road, East Sandwich, Massachusetts 02537, holder of a mortgage given by Forestdale Village, LLC, a Massachusetts limited liability corporation to Thomas Ruhan and John Stinson, Trustees of the Ruhan and Stinson Realty Trust, dated December 31, 2009, and recorded with the Barnstable County Registry of Deeds on December 31, 2009 at Book 24279, Page 81, by the power conferred by said mortgage and every other power, in consideration of Two Million Two Hundred Thousand and 00/100 (\$2,200,000.00) Dollars, paid, grant to Thomas Ruhan and John Stinson, Trustees of the Ruhan and Stinson Realty Trust, u/d/t dated December 31, 2009, recorded at Book 24279, Page 75, of 39 Discovery Hill Road, East Sandwich, Massachusetts 02537, the premises covered by said mortgage, located at 1 Sheldon Lane, Route 130, and West Road. Sandwich, Massachusetts, all and singular the premises described in said mortgage, bounded and described, to wit:

# Parcel 1:

A parcel of land located in the Town of Sandwich, Barnstable County, MA depicted on a Plan recorded with said Deeds in Plan Book 149, Page 137, excepting and excluding from such land Parcels "A" (15,000 square feet) and "B" (15,000 square feet) depicted on a Plan recorded with said Deeds in Plan Book 165, Page 121(F2).

#### Parcel 2:

Parcels of land located in the Town of Sandwich, Barnstable County, MA depicted as "Lot 2" and "Lot 4" on a Plan recorded with said Registry of Deeds in Plan Book 342, Page 88.

#### Parcel 3:

A parcel ofland located in the Town of Sandwich, Barnstable County, MA, comprised of approximately 486,643 square feet (11.1 acres) depicted on a "Plan of Land in Sandwich, Massachusetts as Prepared for George H. and Phyllis Thompson" dated June 28, 2007 and prepared by Sweetster Engineering, which Plan was recorded with the Barnstable County Registry of Deeds on July 17, 2007 in Plan Book 619, Page 6.

Locus: 1 Sheldon Lane, Route 130, and West Road, Sandwich, Massachusetts

## Parcel 4:

A parcel of land located in the Town of Sandwich, Barnstable County, MA comprised of approximately 463,878 square feet (10.6) acres depicted in a "Plan of Land in Sandwich, Massachusetts as Prepared for George H. and Phyllis P. Thompson" dated June 27, 2007 and prepared by Sweetster Engineering, which Plan was recorded with the Barnstable County Registry of Deeds on July 17, 2007 in Plan Book 619, Page 7.

# Parcel 5:

A Parcel of land located in the Town of Sandwich, Barnstable County, MA, depicted as Parcel "B" on a Plan recorded with the Barnstable County Registry of Deeds in Plan Book 165, Page 121 (F2).

# Parcel 6:

A parcel of land located in the Town of Sandwich, Barnstable County, MA, comprised of approximately 692,932.1 square feet (15.9 acres) depicted on a "Plan of Land in Sandwich, Massachusetts as Prepared for George H. and Phyllis P. Thompson" dated June 26, 2007 and prepared by Sweetser Engineering, which Plan was recorded with the Barnstable County Registry of Deeds on July 17, 2007 in Plan Book 619, Page 8.

Excepting and excluding from the foregoing a 60,000 square foot parcel of land depicted as "Parcel A" on a certain "Plan of Land in Sandwich, Massachusetts, as prepared for Forestdale Village, LLC" by Sweetser Engineering dated December 18, 2009 and recorded December 31, 2009 Plan Book 633, Page 28. Also excepting and excluding from the foregoing Lot 7 as shown on a Plan of Land in Sandwich, Massachusetts recorded at the Barnstable County Registry of Deeds in Plan Book 646, Pages 29 through 35, located at 19 Pine Road, Forestdale, Massachusetts, by Partial Release recorded with the Barnstable County Registry of Deeds at Book 27002, Page 130. Also excluding and excepting from the foregoing Lots O and P as shown on a Plan entitled Definitive Plan of Land in Sandwich, Massachusetts recorded in Plan Book 646, Page 29, located at Off West Road, Sandwich (Forestdale), Massachusetts, by Partial Release recorded with the Barnstable County Registry of Deeds in Book 27420, Page 120.

Together with and subject to all rights, reservations, restrictions, covenants, easements and rights of way of record, insofar as the same are now in force and applicable.

For title, see Deeds dated December 29, 2009 recorded with the Barnstable County Registry of Deeds at Book 24279, Page 43 and Book 24279, Page 49; and Certificate of Entry dated March 17, 2015 recorded at Book 28756, Page 282

The premises are conveyed subject to any and all unpaid taxes, tax titles, assessments, and municipal liens, insofar as same may legally exist.

IN WITNESS WHEREOF, Thomas Ruhan and Jopresents, acknowledged and delivered the same in Trust.  Thomas Ruhan, Trustee Ruhan and Stinson/Realty Trust Date: 3/24/5	John Stinson, Trustee Ruhan and Stinson Realty Trust Date: 3/3/5
Commonwealth	of Massachusetts
On this Zyllday of MACH personally appeared Thomas Ruhan, as aforesaid identification, which was MA DINK'S preceding, and acknowledged to me that signed (Notary's Seal)	, 2015, before me, the undersigned notary public, d, proved to me through satisfactory evidence of to be the person who signed the it voluntarily for its stated purpose.  Bradley J. Bailey, Notary Public My Commission expires: August 19, 2016
Commonwealth	h of Massachusetts
Barnstable, ss:	, 2015, before me, the undersigned notary public, proved to me through satisfactory evidence of to be the person who signed the

# AFFIDAVIT OF SALE

Barnstable, ss:

We, Thomas Ruhan and John Stinson, Trustees of the Ruhan and Stinson Realty Trust, u/d/t dated December 31, 2009, recorded at Book 24279, Page 75, named in the foregoing Deed, make oath and say that the principal, interest and other obligations mentioned in the mortgage above referred to were not paid or tendered or performed when due or prior to the sale, and that we, Thomas Ruhan and John Stinson, Trustees of the Ruhan and Stinson Realty Trust caused to be published on February 16, 2015, February 23, 2015 and March 2, 2015, in the Cape Cod Times, a newspaper published and having general circulation in Sandwich, Barnstable County, Massachusetts, a notice of which the following is a true copy: (see attached, marked "Exhibit A").

Said Thomas Ruhan and John Stinson further make oath and say that we, Thomas Ruhan and John Stinson, Trustees of the Ruhan and Stinson Realty Trust caused a copy of said notice to be sent by Certified mail to the owners of the equity of redemption and to all junior lien holders on record after the mortgage as of thirty (30) days prior to the sale, to the last address of said owner of the equity of redemption appearing on the records of Thomas Ruhan and John Stinson, Trustees of the Ruhan and Stinson Realty Trust, pursuant to M.G.L. Chapter 244, Section 14, as amended, and that we, Thomas Ruhan and John Stinson, Trustees of the Ruhan and Stinson Realty Trust also complied with the said Chapter 244, Section 14, by mailing the required notices Certified mail, return receipt requested, and that the requirements of the power of sale have in all respects been complied with.

Pursuant to said notice at the time and place therein appointed, March 17, 2015 at 10:00 a.m., at the premises described in said mortgage, Thomas Ruhan and John Stinson, Trustees of the Ruhan and Stinson Realty Trust sold the mortgaged premises at public auction by Thomas N. George, Auctioneer to Thomas Ruhan and John Stinson, Trustees of the Ruhan and Stinson Realty Trust, of 39 Discovery Hill Road, East Sandwich, Massachusetts 02537, for Two Million Two Hundred Thousand and 00/100 (\$2,200,000.00) Dollars, bid by Thomas Ruhan and John Stinson, Trustees of the Ruhan and Stinson Realty Trust, being the highest bid made therefore at said auction.

Thomas Ruhan, Trustee Ruhan and Stinson Realty Trust Date: 3/24/15

John Stinson,

Commonwealth of Massachusetts Barnstable, ss:

, 2015, before me, the undersigned notary public, personally appeared Thomas Ruhan, as aforesaid, proved to me through satisfactory evidence of identification, which was he had been person who signed the preceding, On this ZYTH day of MPLEH and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of

his knowledge and belief.

(Notary's Seal)

Bradley J. Bailey, Notary Public My Commission expires. August 19, 2016

Ruhan and Stinson Realty Trust

1 Sheldon Lane, Route 130, and West Road, Sandwich, Massachusetts 2016 Locus:

# Commonwealth of Massachusetts

Barnstable, ss:

On this 236 day of 2015, before me, the undersigned notary public, personally appeared John Stinson, as aforesaid, proved to me through satisfactory evidence of identification, which was 100 me that the contents of the document are truthful and accurate to the best of his leading and belief knowledge and belief.

Budley J. Balley, Norry Public My Commission expires: August 19, 3016

#### "Exhibit A"

By virtue of and in execution of the Power of Sele-contained, in a cartain mortpage given by: FORESTDALE VILLAGE, LLC, a Messachusents imfined Babbin, corporation, with an address at 15. West Road, P.O. Box, 746, Forestdale, Massachusents (2544, to THOMAS, RUMAN and JUHN STINSON, TRUSTEES of RUMAN, AND STINSON, REALTY, TRUST, ut/of clased December 31, 2009 recorded, at Book 24279, Page 75, of 39 'Osbovery, HII Road, East Sandwich, Massachusents O2537, dated December 91, 2009, which mortgage is covered at the Barnstable County Registry of Decids at Book 24273, Page 81 on December 31, 2009, which mortgage lite undersigned to the present holder, for breach of conditions of sald mortgage and for the purpose of foreclosing the same will be sold at public autition at 1000 o'clock a.m. on the 17th day of March, 2015, auction to be condidicted at a cleared area of the personises on the east side of Route 130 with a street address of 76 Route 730, Sandwich (Forestdale), Massachusetts, all and singular the premises described in sald mortgage, to wit:

Parcel 1:

Parcel 1: A pickel of land located in the Town of Sandwich, Barnistable County, MA depicted on a Plan recorded with said Deeds in Plan Book 149, Page 187, excepting and excluding from such land Parcels %2 (15,000 square feet) depicted on a Plan recorded with said Deeds in Plan Book 165, Page 121(F2).

Parcel 2: Parcels of land located in the Town of Sandwich, Barnstable Coun-ty, MA depicted as "Lot 2" and "Lot 4" on a "Pian recorded with said Registry of Deads in Plan Book 342, Page 88.

Parcel 3:
A parcel of land located in the Town of Sendwich, Barnstable County, MA, comprised of approximately 486,643 square test, (1.1 acres) depicted on a "Plan of Land in Sendwich, Massachusetta Sergeared for George H. and Phyllis Thompson dated June 22, 2007 and prepared by Sweetster Engineering, which Plan was recorded with the Barnstable County Registry of Deeds on July 17, 2007 in Plan Book 619, Page 6.

Parcel 4;
A parcel of land tocated in the Town of Sandwich, Barnstable County, MA comprised of approximately 463,878 square feet (10.6) acres depicted in a Plan of Land in Sandwich, Massachusetts as Prepared for George H. and Phylis P. Thompson' dated June 27, 2007 and prepared by Sweetister Engineering, which Plan was recorded with the Barnstable County Registry of Deeds on July 17, 2007 in Plan Book 619, Page 7.

rarcel 5: A Parcel of land located in the Town of Sandwich, Barnstable County, MA, depicted as Parcel "B" on a Plán recorded with the Barnstable County Registry of Daeds in Plan Book 165, Page 121 (F2).

Parcel 6:
A parcel of land focated in the Town of Sandwich, Barnstable Dounty, MA, comprised of approximately 692,332.1 square feet (15.9 acres) depicted on a "Pian of Land in Sandwich, Massachuseits as Prepared for George H. and Phyllis P. Thompson" dated June 26, 2007 and prepared by Sweetser Engineering, which Pian was recorded with the Barnstable County Registry of Deeds on July 17, 2007 in Plan Book 619, Page 8.

Excepting and excluding from the foregoing a 60,000 square-look parsel of land depicted as "Parcel A" on a certain "Plan of Land insandwich, Massachusetts, as prepared for Forestitale Villege, LLC by Sweetser Engineering dated December 16, 2009 and recorded December 31, 2009 Plan 800K 633, Page 28. Also excepting and excluding from the foregoing Lot 7 as shown on a Plan of Land in Sandwich, Massachusetts, recorded at the Barnstable County Registry of December 18, 2003 Plan 800K 645, Pages 29 through 35, located at 19 Plan 600K 646, Pages 29 through 35, located at 19 Plan 600K 646, Pages 29 through 35, located at 19 Plan 600K 646, Pages 29 through 35, located at 19 Plan 600K 646, Pages 20 through 35 to a shown of the Plan 600K 646, Page 29, located at Office Plan 600K 646, Page 29, located at Office Page 120. Also excluding and excepting from the foregoing Lots 0 and Wassachusetts recorded in Plan 600K 646, Page 29, located at Office Page 120. Page 120.

27420, Page 120.
PROPERTY ADDRESS: I Sheldon Lane, Route 130, and West Road, Sandwich, Massachusetts.
For title, see Deeds dated December 29, 2009 recorded with the Santiable County Registry of Deeds at Book 24279, Page 43 and Book 24279, Page 48.

TERMS OF SALE:
The premises will be sold subject to and with the benefit of all rights, covenants, easements, conditions, restrictions, uncaid baxes, tax titles, water bills, municipal lens and/or assessments, fights of teamption which survive created prior to the mortgage and rights of redemption which survive re-teamptions will be required to be paid in cash or by certified check, or by bank cashier's check, by the purchaser at the time and place of sale as earnest moriey. The balance is to be faid in cash or by certified check, or by bank cashier's check, by the purchaser at the time and place of sale as earnest moriey. The balance is to be faid in cash or the traitiest Day, to be reall be required to be paid in the time and place of sale as earnest moriey. The balance is to be faid in cash or the Thritten Day, to be reall be received no later than 500 P.M. on the Thritten Day, to be reall be reached on later than 500 P.M. on the Thritten Day, to be reall be reached to later than 500 P.M. on the Thritten Day, to be reall be reached to later than 500 P.M. on the Thritten Day, to be reall be reached on later than 500 P.M. on the Thritten Day, to be real by the Mortgages. The successful bidder shall be required to sign a Memorandum of Sale of Real Property by Auctioners in a form to be prepared by Stradey J. Balley, Esquille, Attorney for Thomas Ruban and John Stinson, Trustees of Ruban and Stinson Realty Trust, containing the above terms and any other terms amounteed at the sale. Said Memorandum is to be executed at the Auction sale. All bidders will be called the property of the forecase in a form to be prepared by stradey J. Thuse and property of the property for the forecase in a form to be prepared by stradey J. Thuse and property of the property of the forecase

/s/ Thomas Ruhan, Trustee
/s/ John Sånson, Trustee
/s/ John Sånson, Trustee
/r/ John Sånson, Trustee
/r/ John Sånson, Trustee
/r/ John Sånson, Trustee
/r/ John Sånson,
/rustees of Ruhan and John Sånson,
/rustees of Ruhan and Sånson Raally Trust
/resent Holder of sald Mortgage
// By Halley J. Balley, Esq.
// John Sånson,
// John Sånson

# Market Comparables



# Executed Copy under Separate Cover

# **PURCHASE AND SALE AGREEMENT**

#### WITNESSETH:

In consideration of the mutual covenants set forth herein, the parties undertake and agree as follows:

### 1. RECITALS AND PURPOSES

1.01 Seller wishes to sell, and Purchaser wishes to buy the property containing approximately forty-five (45) acres located at 55 Pimlico Pond Road, Sandwich, Massachusetts, together with all appurtenant easements, buildings, improvements, fixtures and appurtenances, attached or affixed thereon, as more particularly described on Exhibit A attached hereto and incorporated herein by reference (the "Land"), together with all rights in adjacent streets or roads, all riparian rights, all assignments of contracts, leases, rents, security deposits, tax abatements, actions, and other property, rights and interests therein, together with all tangible property owned by Seller and necessary to the operation of the property and all approvals and permits, architectural plans and relevant studies (collectively with the Land, the "Property").

# 2. PURCHASE AND SALE

2.01 Expressly conditioned upon and in reliance on the terms and conditions set forth herein, Seller hereby agrees to sell and Purchaser agrees to purchase all of Seller's interest in the Property set forth in Section 1.01, above.

# 3. PURCHASE PRICE, DEPOSITS AND MODE OF PAYMENT

3.01 <u>Purchase Price.</u> The Purchase Price for the Property shall be an amount equal to Two Million One Hundred Thousand Dollars (\$2,100,000.00) (the "Purchase Price"), payable as set forth in Section 3.03, below.

# 3.02 <u>Deposits.</u> Deleted

Purchase Price Payment. The Purchase Price shall be payable at Closing as follows:

- (i) Two Million One Hundred Thousand (\$2,100,000.00),
- 4. CLOSING, TIME AND PLACE
- Closing on the Property shall take place on or before March 17, 2021.
- 4.02
- 5. OBLIGATIONS OF THE PARTIES ATCLOSING
- 5.01 <u>Seller Deliverables.</u> At each Phase Closing, Seller shall deliver to Purchaser
- (i) a Quitclaim Deed (the "Deed") of its interest in the respective Phase (as defined below) of the Property in statutory form, conveying clear, record and marketable title in fee simple absolute, such as will be fully insurable with a title insurance company selected by Purchaser's lender(s) and qualified to do business in the Commonwealth of Massachusetts, free and clear of all tenants as of the date of closing, encumbrances, mortgages, liens, easements (except those not objected to pursuant to Section 7.01), agreements, developers agreements, rights, encroachments and restrictions which cannot be released, cleared or discharged at the time of Closing by use of the cash portion of the purchase money to be paid at the Closing, net of prorations, Seller being obligated to remove all liens and encumbrances of a definite or ascertainable amount at Closing and for which, to the extent thereof, the cash portion of the Purchase Price, net of prorations, shall be used, subject only to accrued taxes and other charges in the nature thereof, the last date for payment of which without interest or penalty has not yet passed (which taxes and charges shall be prorated as provided in Section 6).
- (ii) appropriate votes authorizing the transfer and sale of the Property and a copy of the articles/by-laws/operating agreement/partnership agreement of the Seller.
- (iii) mechanics lien and parties in possession affidavits by Seller, and other title forms and affidavits as reasonably and customarily required by Purchaser's lender or title insurance company for transactions of this type and nature in the Commonwealth of Massachusetts, including, but not limited to, a municipal lien certificate.
  - (iv) the Negative Pledge referenced in Section 10.03, below.
  - (v) releases and discharges necessary to clear title of liens and mortgages.
- (vi) real estate transfer documents, transfer tax declarations, non-foreign status affidavits and other documents, affidavits, and forms customarily required when transferring property in the Commonwealth of Massachusetts or as reasonably requested by Purchaser.
- 5.02 <u>Conditions of Property.</u> At each Phase Closing (i) the Property will be conveyed in the same condition as the date hereof, reasonable wear and tear excepted; (ii) the title to the Property will be in the same condition as of the date of Purchaser's title examination, except for matters agreed to, in writing by Purchaser or for the discharge of mortgage(s) or lien(s) procured at or prior to the Closing.

shall be promptly corrected, which obligations shall survive the Closing. This provision shall survive the final Closing.

- 5.03 <u>Costs and Expenses.</u> Seller shall be responsible for payment of any transfer or similar taxes. Each party shall be responsible for all of their own expenses in negotiating and consummating the transaction as contemplated herein and as is customary in transactions of this type and nature in the Commonwealth of Massachusetts.
- 6. DELIVERIES PRIOR TO CLOSING, INSPECTIONS, DUE DILIGENCE AND CONDITIONS TO CLOSING
- Title. Purchaser shall have until 5:00 p.m. of the ninetieth (90<sup>th</sup>) calendar day after the Effective Date to, undertake such title examinations as it deems appropriate, and if it determines that there is any objection to Seller's title rendering it uninsurable or unmarketable, it shall so notify Seller in writing. If defects or flaws in title are of such character that they may be readily remedied or removed by Seller, then upon receipt of the notice the Seller shall promptly institute and prosecute proceedings to remedy such defects, and upon giving return written notice to Purchaser to that effect, Seller shall be entitled to thirty (30) days from Purchaser's notice to correct such title defects and if necessary the first Phase Closing shall be suitably extended. If Seller is unable to remedy title within said thirty (30) day cure period, then Purchaser may either:

  (i) terminate this Agreement, whereupon Purchaser shall be entitled to the return of its Deposit, and both parties shall be discharged from any further liability under this Agreement, or (ii) Purchaser may elect to accept such title as Seller can deliver, with no deduction of the Purchase Price.
- Due Diligence. Purchaser shall have until 5:00 p.m. of the ninetieth (90th) calendar day after the Effective Date (the "Due Diligence Period") to undertake at its sole cost and expense: (i) engineering studies and inspections as it deems appropriate; (ii) a soils investigation and inspection as it deems appropriate; (iii) a zoning and use review; (iv) a review of the environmental condition of the Property; (v) the preparation of a survey of the Land; (vi) the preparation and receipt of an appraisal of the Property; and (vii) a review of any and all matters, conditions, information and documentation relating to or concerning the Property. If Purchaser shall discover or determine, in its sole discretion, prior to the expiration of the Due Diligence Period that it or its lender(s) are not satisfied in any way with the status of the Property or the results of any of its due diligence or inspections, Purchaser shall have right to terminate this Agreement and have the Deposit refunded forthwith, and all the parties hereto shall thereafter be released from any further obligations hereunder.
- 7.03 Approvals. (i) This Agreement is expressly conditioned on the Purchaser obtaining such state and local permits, licenses, and approvals as may be necessary to subdivide the Land (the "Subdivision Approval") into three (3) separate lots (each a "Phase," and collectively, the "Phases"). The exact configuration of all three Phases shall be set forth on a subdivision plan showing all three Phases. The site plan is to be prepared by the Purchaser at Purchaser's expense during the Due Diligence Period. The Phases shall be developed in an order agreed to by parties during the preparation of the subdivision plan. It being understood that the

parties will work collaboratively to insure that the development of any Phase will not impair the Seller's ability to develop the remainder of Seller's property in the event that Purchaser is unable or unwilling to develop all three Phases as contemplated herein. The subdivision plan is subject to the approval of the Purchaser and Seller, which approval shall not be unreasonably withheld, delayed or conditioned. Purchaser shall submit the proposed subdivision plan to Seller for review and approval prior to submission to the Town of Sandwich. Seller shall approve or deny its approval for such plans within fifteen (15) days after receipt of such plans and, if Seller denies its approval for such plans shall state in writing the bases for its objection to such plans. If Seller does not provide its written approval of such plans within such fifteen (15) day period, Seller shall be deemed to have approved such plans.

# 7.04 Financing. Deleted

- 7.05 <u>Seller Cooperation.</u> The Seller shall cooperate with the Purchaser in obtaining and seeking the Subdivision Approval, the Approvals and the Comprehensive Permit. Seller acknowledges that the Purchaser will need to meet with Town officials, funding agencies who will issue the commitments and syndicate the tax credits set forth in Section 7.04, above.
- Reports. Within five (5) days of the Effective Date, the Seller shall deliver to Purchaser any and all reports, materials or information in its possession relating to the title, environmental condition, project design, market information or study or other aspect of the Property and any and all surveys or plans in Seller's possession (or in the possession of any affiliate or subsidiary) in connection with the Property (collectively the "Reports"). In the event that Purchaser terminates this Agreement in accordance herewith, Purchaser shall return all Reports to the Seller.
  - 7. OCCUPANCY, TENANTS

7.01 Deleted

#### 8. ACCESS TO PROPERTY/RECORDS

8.01 Deleted

# 9. SELLER'S REPRESENTATIONS, WARRANTIES AND COVENANTS

- 9.01 <u>Representations and Warranties.</u> In order to induce Purchaser to enter into this Agreement and purchase the Property, the Seller represents and warrants to Purchaser as follows:
- (i) The Seller is a Limited Liability Company duly organized, validly existing and in good standing under the laws of the State of Massachusetts, with the requisite power to carry on its business as now being conducted.
- (ii) The Seller has the power and authority to enter into this Agreement and to consummate the transactions contemplated hereby. The execution and delivery of this

Agreement and the consummation of the transactions contemplated hereby have been duly and validly authorized by all appropriate action of the Seller, and no other action or other proceedings on the part of the Seller is necessary to authorize the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

- (iii) Neither the execution and delivery of this Agreement by the Seller, nor the performance by the Seller of their obligations hereunder, will (a) conflict with or result in a violation of any provision of any organizational document of the Seller, or (b) any agreement to which the Seller is a party.
- (iv) There is no claim, action, suit, arbitration or proceeding pending or, to the best of the knowledge of the Seller, threatened against or involving the Seller, or any of its assets or properties, at law or in equity, or before any arbitrator or governmental entity which would have a material adverse affect on the transactions contemplated herein.
- (v) The Seller has not entered into any leases with respect to the Land or the Property.
- (vi) This Agreement has been duly executed and delivered by the Seller and constitutes the valid and binding obligation of the Seller, enforceable against each in accordance with its terms.
- To the best of the Seller's knowledge, information and belief the Property is free from any and all Hazardous Materials. For purposes of this Agreement, "Hazardous Materials" shall mean and include those elements or substances, including but not limited to asbestos, which are contained in the list of hazardous substances adopted by the United States Environmental Protection Agency (the "EPA") or the list of toxic pollutants designated by Congress or the EPA or which are defined as hazardous, toxic, pollutant, infectious, flammable or radioactive by any other Federal, State, or local statute, law, ordinance, code, rule, regulation, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance or material, as now or at any time hereafter in effect including, without limitation, applicable state laws, statutes and regulations, the Federal Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. Section 9601 et seq., the Federal Toxic Substances Control Act, 15 U.S.C. Section 2601 et seq., the Federal Resource Conservation and Recovery Act as amended, 42 U.S.C. Section 6901 et seq., the Federal Hazardous Material Transportation Act, the Federal Clean Air Act, the Federal Water Pollution Control Act, or rules and regulations of the EPA, or any other state or federal department, board, or agency, or any other agency or governmental board or entity having jurisdiction over the Property (collectively, the "Environmental Laws").
- (viii) That no commitments have been or will be made without the prior written consent of Purchaser to any governmental unit or agency, utility company, authority, school or park district or other organization, group or individual relating to the Property or any interest therein, which would impose any obligation on the Purchaser, or its partners, to make any contributions of money, land or other items of value, or to install or maintain any improvements (off-site or otherwise) or grant any easements; and there are no pending or proposed special assessments on the Property, nor is there any pending or threatened condemnation proceeding

against any portion of the Property, for any road right of way or other purpose.

- (ix) That the Seller shall, directly or indirectly, without the prior written consent of Purchaser, enter into any contracts pertaining to the Property or assign title to the Property, or any portion thereof, or any interest therein, or grant or permit any easements or licenses on or affecting the Property, which would be binding on Purchaser after any Phase Closing or would abrogate any of the Seller's obligations hereunder.
- (x) That to the best of the Seller's knowledge, information and belief, the Property is not located within any flood plain, flood hazard area, or wetlands conservation district, or similar district.
- (xi) Seller has not been notified of any violation of any statute, ordinance, rule, regulation, order or requirement of any federal, state, county or municipal government, or political subdivision, agency or department thereof, or of any court or other authority pertaining to the Property, or the current development or use thereof.
- (xi) That there is permitted and unrestricted access to a public way sufficient for the Property's use and future development, and that all utilities necessary for the use of the Property are available from a public way or an existing easement.
- (xii) That the boundaries of the Property do not overlap or encroach on the property of others.
- 9.02 <u>Survival.</u> All other representations, warranties and covenants set forth in this Agreement or in any certificate delivered herewith shall survive the latest Phase Closing for a period of three (3) years. With respect to any breach of any covenant or agreement contained in this Agreement, the parties shall have any and all remedies available to them at law or equity or under this Agreement.
- 9.03 <u>Negative Covenant.</u> Upon the Phase Closing for Phase 1, the Seller will deliver to Purchaser a Negative Covenant (the "Negative Pledge"), in recordable form, whereby the Seller agrees to not encumber Phase II or Phase ill with any mortgage, lien, encumbrance or agreement

# 10. REAL ESTATE COMMISSION

10.01 The parties stipulate that no broker or real estate agent is entitled to a commission as a result of the transactions contemplated herein. Each party agrees to indemnify and hold the other harmless from all loss, cost, damage or expense arising out of or as a consequence of claims for brokerage commissions asserted by third parties whose claim derives from the party required to make indemnification.

# 11. DEFAULT

11.01 (i) If the sale of the Property as contemplated hereunder is not consummated due to Purchaser's material default hereunder, then Seller shall be entitled, as its sole and exclusive remedy for such default, to terminate this Agreement and receive the Deposit as liquidated

damages for the breach of this Agreement and not as a penalty, it being agreed between the parties hereto that the actual damages to Seller in the event of such breach are impractical to ascertain and the amount of the Deposit is a reasonable estimate thereof, Seller hereby expressly waiving and relinquishing any and all other remedies at law or in equity. Seller's right to receive the Deposit is intended not as a penalty, but as full liquidated damages. Seller hereby waives and releases any right to (and hereby covenants that it shall not) sue Purchaser: (a) for specific performance of this Agreement, or (b) to recover any damages of any nature or description other than or in excess of the Deposit. Purchaser hereby waives and releases any right to (and hereby covenants that it shall not) sue Seller or seek or claim a refund of the Deposit (or any part thereof) on the grounds it is unreasonable in amount and exceeds Seller's actual damages or that its retention by Seller constitutes a penalty and not agreed upon and reasonable liquidated damages.

- (ii) In the event that Purchaser materially defaults hereunder after the conveyance of Phase I and application of the Deposit, the Seller's sole right and remedy hereunder shall be to terminate this Agreement with respect to the conveyance of any Phase which has not yet been conveyed to Purchaser.
- In the event that Seller defaults hereunder Purchaser: (i) may terminate this Agreement, whereupon the Deposit promptly shall be refunded to Purchaser by the Escrow Agent, or (ii) seek specific performance with respect to any and all Phases, and the costs of seeking said specific performance including reasonable attorney's fees.

# 12. CONDEMNATION, INSURANCE

12.01 If, prior to the Closing of any Phase, any portion of such Phase is taken by eminent domain or is the subject of a pending or contemplated taking which has not been consummated (any such taking or pending or contemplated taking being hereinafter referred to as a "Taking") then Seller shall be entitled to the proceeds of such award. Seller will give Purchaser notice of any pending or contemplated Taking.

#### 13. MISCELLANEOUS

- 13.01 This Agreement contains all the agreements of the parties with respect to the subject matter hereof. All prior discussions are merged herein. Any amendment hereto shall be effective only if executed with all the formalities hereof by the party against whom the amendment is asserted.
- 13.02 This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 13.03 All notices required by this Agreement shall be deemed given when sent and shall be either mailed by United States mail, postage prepaid, certified, return receipt requested or by Federal Express or other over night carrier or sent via electronic mail with a copy sent via regular mail, and shall be mailed to the parties at the following addresses:

If to the Seller:

Ruhan & Stinson Realty Trust 39 Discovery Hill Road East Sandwich, MA

# If to the Purchaser:

Beechwood Group, LLC 344 John L. Dietsch Blvd. Suite 4 N. Attleboro, MA 02763

- 13.04 The captions in this Agreement are inserted for convenience of reference only and do not define, describe, or limit the scope or intent of this Agreement of any of its terms.
- 13.05 Purchase may assign this Agreement to an entity in which it holds a majority interest or acts as a general partner or acts as the managing member.
  - 13.06 TIME IS OF THE ESSENCE WITH RESPECT TO THIS AGREEMENT.
- 13.07 Upon execution of this Agreement the Seller shall cease marketing the Property and all market efforts related thereto.

[Page Ends Here, Signature Page(s) to Follow]

IN WITNESS WHEREOF, the parties hereto have set their hands to the written instrument as of the date first above written.

PURCHASER:
BEECHWOOD GROUP, LLC
Ву:
By;
SELLER:
RUHAN & STINSON REALTY TRUST
By:
By:

# **5.A Rental Comparables**

3BR/2B	2BR/2B	1 BR/1B	Union Pond Wareham		2BR/1B	1 BR/1B	Harborwalk Plymouth	3BK/2B	28R/28	1 BR/1B	Neuvicon Flyilloudi	Dodhwork Dhamouth		Storage	007/K.00	207/20	1 BR/1B	Avalon Pine Hills	101450	288/28	1 BR/18	Marquis @ Pine Hills	- infrary sylve	Property/Type
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				2.33	2.00	3			2.16	2.49						1.92	2.42		1.85		2.26		Low	
1.37	08.6	8						2.16							1.67	2.10	2.25			1.89	2.25		Mid	Per Sq.Ft
				1.99	2.41				1 98	280						1.29	1.76		2.68		2.98		High	

The Mastlight Southfield		3BR/2B	2BR/2B	1 BR/1B	Studio	The Commons Southfield	28R/28	1 BR/1B	Northpointe Hanover	2000	28R/18	1 BR/1B	Village @ Marshfield	FUND	28048	1 BR/1B	Studio	Over 55	287.	207	1 BR	Rosebrook Wareham		Property/Type
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			2.43	2.00	3 30		2.43	2.70						1.63		1.47					2.11		Mid	Per Sq.Ft.
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2BR/2B	1 BR/18	Studio	Avalon Quincy Quarry	2BR/2B	1 BR/1B	Avalon Hingham Shipyard	2BR/2B	1 88/1.58	1 BR/1B	Everleigh Cape Cod	Over 55	3BR/2B	2BR/28	1 BR/1B	Avaion Norwood	3BR/2B	2BR/2B	1 BR/1B	Studio	Property/Type	
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2.28		3.70						4.00	4.07			2.24				2.98	2.44	2.60	3.30	Mid .r	Dan So Ft
2.17	291			2.42	2.49		3.07	3.86	3.53			0.89	2.43	3.09		4.06	3.17	3.23	- 1	High	

Sandwich Green Comparables February 2020

Property/Type         Square Foot Low         Square F Mid         Square Foot High         Low         Mid         High         Low         Mid         High           Eaves Quincy         4										
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# **5.B Operating Budget**



# 5.D Market Study

# Sandwich Green Market Study Forwarding Summary

----- Forwarded message -----

From: Craig Seymour < crs@rkgassociates.com>

Date: Thu, Jun 4, 2020 at 4:00 PM

Subject: Sandwich Green

To: Stephen Cleary < sic@acreplus.org >

Cc: Lawrence Cranor < lecir@rkgassociates.com>

### Steve -

Attached is our revised market analysis report. It includes more information on the market rate component.

In summary, there is strong demand for both market and affordable units on the Cape, resulting in a conservative 12-18 month period to reach stabilized occupancy. Achievable market rents today are in the \$2.25 to \$2.50 per square foot range, which supports the estimates used in your pro-forma.

Depending on quality levels and amenities/services provided, these rents could go a bit higher.

Target market segments are the older age cohort (55+) and the starter-family cohort (24-35). Both are price sensitive, in that absorption will be significantly faster at the low end of the rent range and slower at the top.

Some things that we are learning about the market in this Covid19 period is that design changes to accommodate increased stay-at-home time and safety are being incorporated into new projects, such as touchless elevators, inclusion of office nooks or studies in apartments (or separate/shared work spaces with appropriate separation from others), stronger internet connections, and more outdoor spaces. These things may offer a competitive advantage over existing units and can support higher rents.

Please call if you have any questions.

Craig R. Seymour President & Senior Principal RKG Associates, Inc. 76 Canal Street, Suite 401 Boston, MA 02114 617-847-8912 office 603-781-0935 cell

Other offices in Alexandria VA, Durham NH, Dallas TX and Atlanta GA

### Residential Market Analysis Phase 1 Sandwich Green – Sandwich, Massachusetts



#### Prepared For:

**Beechwood Group LLC** 

c/o Autonomous CRE+ 3301 NE 32<sup>nd</sup> Avenue Suite 602 Fort Lauderdale, FL 33308

#### Prepared By:

RKG Associates, Inc.

76 Canal Street, Suite 401 Boston, MA 02114 617.847.8912 www.rkgassociates.com

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## 1. EXECUTIVE SUMMARY

#### INTRODUCTION AND PURPOSE

On behalf of Autonomous CRE+ (d.b.a. Sandwich Green – Beechwood Group LLC), RKG was tasked to develop an analysis of a proposed residential and mixed-use development in the Town of Sandwich, Massachusetts (a Cape Cod community). Preliminary plans call for a two-phase development: *first*, an initial 240-unit garden style apartment complex in four, six-story buildings plus a community building, and *second*, a mixed-use development to possibly include retail, office and additional apartment components, to be built at a later date. The first phase is anticipated to be entitled under Chapter 40B of the Commonwealth of Massachusetts affordable housing laws, and second phase under the Town's existing zoning. RKG's approach to this analysis was divided into three parts, as follows:

- Residential Market Analysis to review supply and demand indicators for additional
  rental housing in Sandwich, neighboring communities <sup>1</sup> and Cape Cod (Barnstable
  County) as a whole. This review includes an understanding of recent development
  activity, pipeline projects and potential price points (lease rates), including a sampling of
  existing apartment complexes and associated tenant amenities. The analysis also includes
  a review of affordability criteria and demand for rent-controlled units.
- Financial Feasibility and Economic/Fiscal Impact Analysis this first considers an independent review of the Client provided preliminary pro-forma analysis, testing various inputs and assumptions as a result of the residential market analysis, and, second, offers an economic and fiscal impact analysis of the proposed development. This includes an estimate of short-term economic impacts that may be associated with construction of the project. The fiscal impact component is essentially a comparison of project revenues (typically local property tax receipts) relative to "costs" to the town for providing municipal services, including any school costs arising from new students.
- Non-Residential Market Analysis if the second phase of the project, the mixed-use
  component, is pursued, RKG will prepare a similar supply, demand, competitive
  positioning and price point analysis for the retail and office market sectors. Further, if
  pursued, the finding of this analysis may be incorporated in the economic and fiscal
  impact analysis and modeling as previously noted.

#### CONCLUSIONS - RESIDENTIAL MARKET

RKG considered the projected distribution of rental housing by age and income for the Upper Cape communities, in light of a projected 2025 unmet demand of 4,760-units (Table 1), noting:

<sup>&</sup>lt;sup>1</sup> The Upper Cape communities include Bourne, Falmouth, Mashpee, and Sandwich.

- Based on income levels, with households earning less than \$50,000 potentially eligible for affordable housing, the greatest demand is housing for those aged 65 and older, reflecting an aging in place of the population but also the downsizing desires and the retirementdestination aspect of the Cape.
- There is also demand for those aged 35 and younger, perhaps representing first-time householders, but also a potential for relocation to the Cape (at an affordable rent) for those living off-Cape and working on-Cape.<sup>2</sup>
- In terms of market rate housing, based on estimated householder incomes, indicates demand across all age brackets and income levels.
- Over the 2020 to 2025 time period RKG annualized the aggregate demand to indicate a need for an affordable 417-units (Upper Cape communities) at affordable rents ranging from \$875/month to \$1,250/month depending on income levels.
- Similarly, annual demand for market-rate housing is estimated at 538-units with rents ranging from \$1,250/month to more than \$2,500/month depending on income levels.

Table 1 – Projected Demand (2025) for Rental Housing by Income and Age of Householder – Upper Cape Communities

	Ag	е Groups -	Estimated	2025 Demo	and			
Income Range of Householders - Upper Cape communities	Under 35	35 to 44	45 to 54	55 to 64	Greater than 65	Total	Percent of Total	Rents Based on Income
Affordable								
Less than \$35,000	70	56	54	122	518	820	15.8%	Up to \$875
> \$35,000 and <=\$50,000	148	118	102	171	726	1,265	24.4%	\$875 to \$1,250
annualized demand 2020-2025	44	35	31	59	249	417		
Market Rate								
> \$50,000 and <= \$75,000	58	46	48	95	252	498	9.6%	\$1,250 to \$1,875
> \$75,000 and <= \$100,000	52	61	69	121	180	483	9.3%	\$1,875 to \$2,500
Greater than \$100,000	147	270	322	407	549	1,695	32.7%	More than \$2,500
annualized demand 2020-2025	51	75	88	124	196	535		
Aggregate Total	519	586	626	973	2,474	5,178	91.9%	

Source: U S Census, Cape Cod Commission (Crane/ER studies) and RKG (2020)

#### **AFFORDABLE**

By 2025 the estimated gap between the number of rental units and the supply of rental units for the Upper Cape communities is projected to be over 2,360-units for households earning 50 percent and 80 percent of the area median income (AMI). The gap for Sandwich is 440-units. There is a gap of 1,440 units across the Upper Cape for those households earning 100 percent of AMI (\$55,005), with 199 in Sandwich. The average estimated affordable rent (all Upper Cape communities) for those earning 50 percent of the AMI is \$688 and \$1,100 for those earning 80

<sup>&</sup>lt;sup>2</sup> For example, commuting data shows that approximately 22 percent of those employed in Sandwich commute from off-Cape.

percent of the AMI.<sup>3</sup> A limited sample of affordable apartment units (as of May 2020) indicated the following:

• At 60 percent of AMI - one-bedroom units had a lease rate of \$918/month, two-bedroom units at \$1,0192/month and three-bedroom units at \$1,249/month.

Preliminary metrics for the affordable units at Sandwich Green are offered in Table 2. The asking lease rates are consistent with Chapter 40B, at 80% of AMI, as established for Barnstable County, as provided by Sandwich Green – Beechwood Group LLC. Considering the demand for affordable units across Cape Cod, the absorption of the proposed 60-units is likely to occur with the first year of availability pending no additional residential and economic constraints furthered by the Covid-19 pandemic.

Table 2 - Preliminary Metrics for Sandwich Green - Affordable

Affordable	Mix	SF	Ask \$	\$/SF
studio	6	550	\$ 1,281	\$ 2.33
1BR 1bath	30	700	\$ 1,373	\$ 1.96
2 BR 2 bath	18	1,060	\$ 1,647	\$ 1.55
3 BR 2 bath	6	1,100	\$ 1,903	\$ 1.73
averages	60	833	\$ 1,499	\$ 1.80

Source: Sandwich Green - Beechwood Group LLC and RKG (2020)

#### MARKET RATE

The same study <sup>4</sup> also identified a gap in market-rate housing for those households earning 100 percent to 120 percent of the AMI. Combined, these totaled nearly 2,400-units for the Upper Cape communities and almost 280-units specifically for Sandwich. The average estimated affordable rent (all Upper Cape communities) for those earning 100 percent of the AMI is \$1,375, while it is \$1,650 for those earning 120 percent of the AMI. A limited sample of market rate apartment units (as of May 2020) indicated that one-bedroom units had an asking rent of \$937/month, two-bedroom \$1,132/month and three-bedroom \$1,331/month. A more comprehensive survey of market rate apartments, including many off-Cape, is offered in Table 15, indicating:

- **Studio** averaging 518 SF with a lease rate of \$1,795/month or \$3.46/SF (note that this is a limited sample of units).
- One-bedroom averaging 786 SF with a lease rate of \$2,054/month or \$2.61/SF.
- Two-bedroom averaging 1,185 SF with a lease rate of \$2,617/month or \$2.21/SF.
- Three-bedroom averaging 1,285 SF with a lease rate of \$3,032/month or \$2.36/SF (note that this is a limited sample of units).

<sup>&</sup>lt;sup>3</sup> Regional Housing Market Analysis and 10-Year Forecast of Housing Supply and Demand, prepared by Crane Associates, Inc., and Economic & Policy Resources (Crane/EPR), for Barnstable County and the Cape Cod Commission, dated June 30, 2017

<sup>4</sup> Thid

Preliminary metrics for the market rate units at Sandwich Green are offered in Table 3. The asking lease rates are consistent with those identified by RKG, based on householder income as shown in Table 1 and somewhat less than those from the comparable survey (Table 15). Not all of the complexes surveyed offered information regarding occupancy, however those that did (primarily with a 2019 opening) are exhibiting an estimated 80 percent occupancy rate.

Considering this, the estimated absorption (assuming stabilization at 95 percent) of the proposed 180-units may occur within an 18-month to two-year window after the first year of availability. RKG cautions that this is an estimate developed primarily from pre-Covid-19 pandemic metrics and includes several off-Cape complexes with easy access to mass transit.

The increases in older resident cohorts on the Cape reflects both the aging of the in-place population and the influx of retirees. This has also resulted in demand for specialized "retirement" or "active adult" communities which include a variety of resort-style amenities as well as additional services such as community meals, local transportation, or health care. Apartment rents for these facilities tend to be higher, depending on service levels.

Table 3 - Preliminary Metrics for Sandwich Green - Market Rate

Market	Mix	SF	Ask \$	\$/SF
studio	18	550	\$ 1,540	\$ 2.80
1BR 1bath	90	700	\$ 1,680	\$ 2.40
2 BR 2 bath	54	1,060	\$ 2,385	\$ 2.25
3 BR 2 bath	18	1,100	\$ 2,420	\$ 2.20
averages	180	833	\$ 1,952	\$ 2.34

Source: Sandwich Green - Beechwood Group LLC and RKG (2020)

Depending on the level of finish and amenities provided, new one- and two-bedroom market rate units at Sandwich Green would likely realize pricing ranging from \$2.25 to \$2.50 per square foot.

<u>Caveat</u> – the current Covid-19 pandemic may result in unforeseen changes to market demand in the short and long terms. On the one hand, demand from urban dwellers desiring to get out the city (Boston, Providence, New York) and if necessary, work from home (or commute only occasionally), may increase. On the other hand, income declines resulting from the loss of employment or use of savings may put downward pressure on demand. With a likely 18-24-month construction period, it is difficult to know what the market will look like then.

#### SUMMARY FINDINGS

The following bullet points summarize the findings from this Phase 1 residential market analysis. The more detailed research and discussion is offered in subsequent sections.

• **Population** – The population of Barnstable County, and the Upper Cape communities, is forecast to grow at less than two percent between 2019 to 2024.

- o The greatest projected growth is in the age 65 and older cohort, typically empty nesters who are retiring and seeking to downsize their housing. Across the Upper Cape communities, by 2024 this cohort will represent 25.5 percent of the Sandwich population (low end of the range) to 35.4 percent of the Falmouth population (high end of the range).
- o Sandwich is the only community with a projected growth in population aged 20 to 34 years, generally the family formation and first-time homeowner (or renter) years, although the projected growth is nominal at less than one percent.
- Housing Across all areas the number of renter-occupied households is projected to
  decline (2019 to 2024), accounting for 19.6 percent of the 2024 households in Barnstable
  County and ranging from a high of 21.2 percent in Bourne to a low of 11.3 percent in
  Sandwich. As such, it is reasonable to estimate that occupancy of "new" renter-occupied
  housing will reflect some level of turnover from existing units as opposed to demand for
  new units, as predicated by population growth, and/or an influx of off-Cape residents
  provided rental housing was available within their budget.
- Demand The projected change in renter-households runs directly contrary to the estimated demand for renter households from a study undertaken for the Cape Cod Commission, which found a gap between demand and supply of more than 2,300-units for the Upper Cape communities, at the 50 percent and 80 percent AMI income levels. 5
  - This gap for Sandwich is 157-units (50 percent of AMI) and 283-units (80 percent of AMI).
- Affordable Housing Development There has been limited multi-family housing development across Barnstable County and its various communities over the last two or three years, excluding some recent activity for 40B and senior living projects, noting:
  - Yarmouth Commons (South Yarmouth), with a total of 69 units, was developed in late 2019 at an estimated cost of \$22 million (nearly \$319,000 per unit), representing the newest affordable housing community on the Cape. Reportedly the units were fully leased within four weeks.
    - Monthly lease rates (at 60 percent of AMI) were reported as: one-bedroom \$918; two-bedroom \$1,019; and three-bedroom \$1,249.
  - Village Green (Barnstable) two phases of workforce housing were developed in late 2016, totaling 120-units at a reported cost of \$30 million (\$250,000 per unit). Representatives of Village Green indicated there is a waiting list for tenancy,
    - Monthly lease rates were reported as: one-bedroom \$974; two-bedroom \$1,169; and three-bedroom \$1,411.
  - o Osprey Lane (Sandwich) was completed in 2003 with monthly lease rates reported as: one-bedroom \$900; two-bedroom \$1,095; and three-bedroom \$1,250.

<sup>&</sup>lt;sup>5</sup> Regional Housing Market Analysis and 10-Year Forecast of Housing Supply and Demand, prepared by Crane Associates, Inc., and Economic & Policy Resources (Crane/EPR), for Barnstable County and the Cape Cod Commission, dated June 30, 2017

- o Terrapin Ridge (Sandwich) after a ten-year delay, anticipated sitework development was to start in September 2019 for a 30-unit affordable housing development of one-, two- and three-bedroom units. All units are to be restricted to households earning less than 60 percent of the AMI with 14-units targeted specifically to those households earning less than 30 percent of the AMI. Initial plans called for construction in early 2020 with completion in spring 2021. Recent conversations with the Town Planner indicated that roadway construction is currently underway and construction on Phase 1 (affordable 30-units) should begin in the summer of 2020.
- Senior Housing Development recent senior housing projects include:
  - Everleigh Cape Cod (Hyannis) 225-unit active adult (aged 55+) retirement community with 23 senior apartments targeted as affordable (May 2019), and extensive resort-style amenities. Market rents for the 1- and 2-bedroom units range from \$2,950 to over \$4,050.
  - o Henry T. Wing Residences (Sandwich) approved in November 2019 for the conversion of this former school into 128-units of affordable senior apartments, phased and originally planned for completion in the summer of 2025 (but is believed to be delayed from conversations with a local real estate professional). The target tenants are those 62 and older earning no more than 60 percent of the AMI. Recent conversations with the Town Planner indicated that the project is to come before the Planning Board (June 2020) for approvals and if approved construction is anticipated to start in October of 2022.
- Employment –projected employment growth (2020 2025) is approximately 1,730 jobs for Barnstable County, including nearly 645 jobs across the Upper Cape communities and 116 jobs, specifically in Sandwich.
  - Commuting data indicates that approximately 19 percent of those employed in Sandwich, or 1,520 employees, commute from elsewhere on the Cape (excluding the nearby Upper Cape communities) which could further represent some potential for a relocation of residence to Sandwich.
  - Commuting data also indicates that slightly more than 22 percent of those employed in Sandwich commute from off-Cape.

#### CHAPTER 40B OF THE COMMONWEALTH OF MASSACHUSETTS

As RKG understands, the first phase of the proposed development is anticipated to be entitled under Chapter 40B of the Commonwealth of Massachusetts affordable housing laws, and the second phase under the Town's existing zoning. As such, a summary overview of Chapter 40B is offered.<sup>6</sup> The Comprehensive Permit Act is a Massachusetts law which allows developers of

<sup>6</sup> www.mass.gov/chapter-40-b-planning-and-information

affordable housing to override certain aspects of municipal zoning bylaws and other requirements. It consists of Massachusetts General Laws (M.G.L.) Chapter 40B, Sections 20 through 23, along with associated regulations issued and administered by the Massachusetts Department of Housing and Community Development. Chapter 40B was enacted in 1969 to address the shortage of affordable housing statewide by reducing barriers created by local municipal building permit processes, local zoning, and other restrictions – in effort to encourage the production of affordable housing in Massachusetts communities. In short, Chapter 40B is a state statute that enables local zoning boards of appeals to approve affordable housing development under more flexible guidelines providing that at least 20 to 25 percent of the units developed have long term affordability restrictions. Developers may propose a project as a Chapter 40B project, given its more flexible guidelines, particularly in communities that are "short" of the ten percent goal of community-wide affordable housing stock. As of September 14, 2017, the Massachusetts Department of Housing and Community Development reported that the subsidized housing inventory for Sandwich, MA, was at 3.8 percent.

# 2. RESIDENTIAL MARKET ANALYSIS

#### SOCIOECONOMIC INDICATORS

The following section presents baseline metrics for selected demographic indicators including population, housing, and income changes (2019 to 2024), as well as employment forecasts.

#### **POPULATION**

The projected population growth for Barnstable County and the Upper Cape communities is marginal (but positive) over the 2019 to 2024 time period at less than two percent (Table 4). The greatest projected growth is in the age 65 and older cohort, often retirees and empty nesters seeking to downsize their housing, ranging from a low of 12.8 percent in Falmouth to a high of 18.1 percent in Sandwich. By 2024, this cohort is projected to account for one-third of the Barnstable County population. Across the Upper Cape communities, by 2024 this cohort will represent 25.5 percent of the Sandwich population (low end of the range) to 35.4 percent of the Falmouth population (high end of the range).

The only community with a projected growth in population aged 20 to 34 years, generally the family formation and first-time homeowner (or renter) years, is Sandwich, although nominal at less than one percent (16 people). In general, the opportunity for additional residential development in Sandwich or Barnstable County would likely reflect a target demographic aged 65 and older, an off-Cape target demographic, or a turnover of existing housing as tenants may relocate from older apartment complexes to newer and more modern ones with a full complement of on-site tenant amenities.

Table 4 - Projected Population Change 2019 - 2024 for Selected Communities

	Barnst	able Count	y, MA	Upper C	пре - Воит	ne, MA	Upper Co	pe - Falmo	uth, MA	Upper Co	pe - Mash	ee, MA	Upper Ca	pe - Sandw	rich, MA
Comparative Metrics	2019	2024	%∆	2019	2024	%Δ	2019	2024	%∆	2019	2024	%∆	2019	2024	%∆
Population	226,707	229,620	1.3%	21,025	21,367	1.6%	32,846	33,177	1.0%	14,794	15,043	1.7%	21,710	21,984	1.3%
aged under 20	38,658	38,163	-1.3%	4,159	4,159	0.0%	5,589	5,455	-2.4%	2,764	2,713	-1.8%	4,786	4,502	-5.9%
aged 20 to 34	30,473	28,563	-6.3%	3,974	3,698	-6.9%	4,219	4,036	-4.3%	2,127	1,973	-7.2%	3,222	3,238	0.5%
aged 35 to 54	49,541	48,747	-1.6%	4,620	4,675	1.2%	6,948	6,688	-3.7%	3,387	3,319	-2.0%	5,190	5,078	-2.2%
aged 55 to 64	40,176	37,280	-7.2%	3,288	3,104	-5.6%	5,675	5,246	-7.6%	2,459	2,436	-0.9%	3,760	3,556	-5.4%
aged 65 and older	67,859	76,867	13.3%	4,984	5,731	15.0%	10,415	11,752	12.8%	4,055	4,600	13.4%	4,752	5,610	18.1%
Median Age	53.3	54.8	2.8%	46.2	46.8	1.3%	54.2	55.9	3.1%	50.8	52.4	3.1%	47.6	48.2	1.3%

Source: ESRI and RKG (2020)

#### HOUSING

Barnstable County is projected to realize a two percent growth in housing units (2019-2024) with the greatest increase of 3.7 percent among vacant/seasonal housing (Table 5). Among the Upper Cape communities, the projected housing growth ranges from 1.6 percent in Falmouth to 2.3 percent in Bourne. Similar to the County, the greatest projected growth is in vacant/seasonal households ranging from 3.2 percent in Falmouth to 6.6 percent in Sandwich. Across all areas the number of renter-occupied households is projected to decline, accounting for 19.6 percent of 2024 households in Barnstable County and ranging from a high of 21.2 percent in Bourne to a low of 11.3 percent in Sandwich. As such, it is reasonable to estimate that occupancy of "new" renter-occupied housing would more reflect turnover from existing units as opposed to demand for new units, as predicated by population growth.

Table 5 - Projected Housing Change 2019 - 2024 for Selected Communities

	Barnst	able Count	y, MA	Upper C	ape - Bour	ne, MA	Upper Co	pe - Falmo	outh, MA	Upper Co	pe - Mash	pee, MA	Upper Co	pe - Sandv	vich, MA
Comparative Metrics	2019	2024	%∆	2019	2024	%∆	2019	2024	%∆	2019	2024	%∆	2019	2024	%∆
Housing													-		
Total Units	165,011	168,340	2.0%	11,198	11,451	2.3%	22,359	22,714	1.6%	10,200	10,425	2.2%	9,683	9,862	1.8%
Owner-Occupied	79,487	80,754	1.6%	6,487	6,622	2.1%	11,420	11,559	1.2%	5,399	5,493	1.7%	7,129	7,226	1.4%
Renter-Occupied	19,987	19,643	-1.7%	1,801	1,781	-1.1%	3,092	3,054	-1.2%	1,006	988	-1.8%	946	922	-2.5%
Vacant or Seasonal	65,537	67,943	3.7%	2,910	3,048	4.7%	7,847	8,101	3.2%	3,795	3,944	3.9%	1,608	1,714	6.6%
Average Household Size	2.24	2.25	0.4%	2.33	2.34	0.4%	2.23	2.23	0.0%	2.29	2.30	0.4%	2.65	2.66	0.4%

Source: ESRI and RKG (2020)

#### RENTAL DEMAND AND AFFORDABILITY

The following Table 6 summarizes projected renter housing demand for the Upper Cape communities and affordable rents at selected median household income levels, noting:

- 50% of AMI Across the Upper Cape, the estimated gap between supply and demand for Upper Cape rental housing is 820-units, ranging from 103-units in Bourne to 430-units in Falmouth. Affordable rents are estimated to average \$688/month from a low of \$621 in Falmouth to a high of \$815 in Sandwich.
- 80% of AMI Across the Upper Cape, the estimated gap between supply and demand for Upper Cape rental housing is 1,548-units, ranging from 283-units in Sandwich to 725-units in Falmouth. Affordable rents are estimated to average \$1,100/month from a low of \$993 in Falmouth to a high of \$1,303 in Sandwich.
- 100% of AMI Across the Upper Cape, the estimated gap between supply and demand
  for Upper Cape rental housing is 1,440-units, ranging from 199-units in Sandwich to 795units in Falmouth. Affordable rents are estimated to average \$1,375/month from a low of
  \$1,242 in Falmouth to a high of \$1,629 in Sandwich.

• 120% of AMI - Across the Upper Cape, the estimated gap between supply and demand for Upper Cape rental housing is 953-units, ranging from 27-units in Bourne to 624-units in Falmouth. Affordable rents are estimated to average \$1,650/month from a low of \$1,490 in Falmouth to a high of \$1,955 in Sandwich.

Table 6 - Comparative Estimates of Renter Housing Demand and Affordability for Selected Communities

Estimated Rental	U	ppe	r Cape (to	ital)		0	Во	urne, MA				Fo	lmouth, N	A			Mc	shpee, M.	1			Sa	ndwich, M	A	
Demand through 2025	GAP	1	Med Inc	Aff R	end	GAP	i	Wed Inc	A	if Rent	GAP		Med Inc	A	ff Rent	GAP		Med Inc	1	Aff Rent	GAP	1	led inc	A	ff Rent
50% of AMI	820	\$	27,503	\$ 6	88	103	\$	26,237	\$	656	430	\$	24,832	\$	621	130	\$	26,358	\$	659	157	\$	32,584	\$	815
80% of AMI	1,548	\$	44,004	\$ 1,1	00	290	\$	41,979	\$	1,049	725	\$	39,731	\$	993	250	\$	42,172	\$	1,054	283	\$	52,134	\$	1,303
100% of AMI	1,440	\$	55,005	\$ 1,3	75	233	\$	52,474	\$	1,312	795	\$	49,664	\$	1,242	213	\$	52,715	\$	1,318	199	\$	65,168	\$	1,629
120% of AMI	953	\$	66,007	\$ 1,6	50	27	\$	62,969	\$	1,574	624	\$	59,597	\$	1,490	222	\$	63,258	\$	1,581	80	\$	78,202	\$	1,955

Source: U S Census, Cape Cod Commission (Crane/ER studies) and RKG (2020)

#### HOUSEHOLDS BY HOUSEHOLDER INCOME

Barnstable County and the Upper Cape communities are all projected to realize a growth in households (occupied housing units<sup>7</sup>) over the 2019-2024 time period, albeit at nominal rates (Table 7). Also, these represent changes in all households and are not specific to renter-housing. That stated, the projected household growth for all areas is among householders earning \$100,000 or more. For all areas, a decline is projected in the number of households with lesser incomes. For the county as a whole, households with incomes greater than \$100,000 are expected to grow by 6,001 units while those with less income will lose 5,078 units for a net gain of 923. This dramatically illustrates the need for more affordable housing on the Cape.

All areas are projected to realize double-digit growth in median household incomes as well as average household incomes. Similarly, all areas are projected to experience growth in the number of family households, although at nominal rates.

Table 7 - Projected Change 2019 - 2024 in Households by Householder Income for Selected Communities

	Barns	stable County,	MA	Upper	Cape - Bourn	e, MA	Upper C	ape - Falmos	ah, MA	Upper (	ape - Mash	ee, MA	Upper 0	Cape - Sandw	ich, MA
Comparative Metrics	2019	2024	% <u>a</u>	2019	2024	%4	2019	2024	% <u>A</u>	2019	2024	%∆	2019	2024	%∆
Households by Income	99,474	100,397	0.9%	8,288	8,403	1.4%	14,512	14,613	0.7%	6,405	6,481	1.2%	8,075	8,148	0.99
< \$35,000	23,095	20,536	-11.1%	1,867	1,568	-16.0%	3,481	3,147	-9.6%	1,405	1,226	-12.7%	1,181	1,140	-3.5%
\$35,000 to \$49,999	11,155	10,109	-9.4%	803	719	-10.5%	1,495	1,345	-10.0%	742	648	-12.7%	806	750	-6.99
\$50,000 to \$74,999	16,615	15,495	-6.7%	1,293	1,199	-7.3%	2,174	1,997	-8.1%	908	830	-8.6%	1,107	1,014	-8.49
\$75,000 to \$99,999	13,257	12,904	-2.7%	1,113	1,064	-4.4%	1,997	1,910	-4.4%	974	946	-2.9%	1,071	966	-9.89
\$100,000 and >	35,352	41,353	17.0%	3,213	3,854	20.0%	5,365	6,214	15.8%	2,375	2,830	19.2%	3,910	4,278	9.49
Median Income	\$ 72,664	\$ 81,438	12.1%	\$ 78,174	\$ 90,302	15.5%	\$ 75,995	\$ 84,043	10.6%	\$ 77,872	\$ 87,375	12.2%	\$ 96,259	\$ 102,925	6.9%
Average Income	\$ 98,706	\$ 112,974	14.5%	\$ 98,757	\$ 115,973	17.4%	\$ 102,963	\$ 117,562	14.2%	\$ 98,727	\$ 113,810	15.3%	\$ 112,575	\$ 125,190	11.2%
Family Households	60,733	61,219	0.8%	5,255	5,318	1.2%	8,861	8,908	0.5%	4,062	4,101	1.0%	5,920	5,966	0.8%

Source: ESRI and RKG (2020)

<sup>&</sup>lt;sup>7</sup> By definition excluding seasonal households.

#### HOUSEHOLDS BY AGE OF HOUSEHOLDER

As noted previously, the projected growth in the number of households (also, these represent changes in all households and are not specific to renter-housing) for Barnstable County and the Upper Cape communities is nominal over the 2019 to 2024 time period. However, this projected change varies widely by the age of the householder. All areas are projected to realize an increase in the number of households among those 65 and older. Across the county this equates to an increase of 4,585 households and among the Upper Cape communities ranges from 260 households in Mashpee to 684 households in Falmouth. The change for Sandwich is 392 households.

All areas are also projected to experience an increase in households among those aged 35 to 44 years (often those trading up for newer housing, either owner or renter). For the county, this projected growth is 816 households and for Upper Cape communities ranges from 41 households in Mashpee to 154 households in Bourne, with Sandwich at an increase of 118 households.

Sandwich is the only community where there is projected growth in households among those aged 25 to 34 years, typically the family formation years (Table 8) although marginal at 32 households. The total projected growth in households for Sandwich, among those cohorts where growth is projected, is 542 households with more than 72.0 percent among those aged 65 and older.

Table 8 - Projected Change 2019 - 2024 in Households by Age of Householder for Selected Communities

	Barnsk	able County	MA	Upper C	ape - Bourn	e. MA	Upper Co	pe - Falmout	h. MA	Upper Co	pe - Mashpe	e, MA	Upper Car	pe - Sandwi	ch, MA
Comparative Metrics	2019	2024	%∆	2019	2024	%∆	2019	2024	%∆	2019	2024	%∆	2019	2024	; %Δ
Households by Age of							2					N.			Ž.
Householder	99,474	100,397	0.9%	8,288	8,403	1.4%	14,512	14,613	0.7%	6,405	6,481	1.2%	8,075	8,148	0.99
<25	1,246	1,167	-6.3%	141	131	-7.1%	177	158	-10.7%	79	73	-7.6%	79	64	-19.09
25 to 34	7,960	7,500	-5.8%	832	760	-8.7%	1,138	1,100	-3.3%	636	593	-6.8%	700	732	4.6
35 to 44	10,541	11,357	7.7%	1,046	1,200	147%	1,422	1,509	6.1%	757	798	5.4%	996	1,114	11.8
45 to 54	15,197	13,348	-12.2%	1,330	1,139	-14.4%	2,160	1,853	-14.2%	1,038	912	-12.1%	1,560	1,284	-17.79
55 to 64	22,760	20,670	-9.2%	1,843	1,695	-8.0%	3,204	2,898	-9.6%	1,413	1,363	-3.5%	2,039	1,861	-8.79
65 to 74	21,824	23,599	8.1%	1,707	1,848	8.3%	3,334	3,503	5.1%	1,297	1,392	7.3%	1,564	1,708	9.29
75 and >	19,946	22,756	14.1%	1,390	1,631	17.3%	3,077	3,592	16.7%	1,184	1,349	13.9%	1,137	1,385	21.89

Source: ESRI and RKG (2020)

#### INCOME BY AGE OF HOUSEHOLDER

The median household income, by age of householder, is projected to increase for all areas at all age cohorts, except for a projected decline of approximately \$1,560 (2.6 percent) for householder aged 25 or less in Sandwich (Table 9). Also, these represent changes in all households and are not specific to renter-housing.

Table 9 - Projected Change 2019 - 2024 in Median Income by Age of Householder for Selected Communities

	Barns	lable County,	MA	Upper	Cape - Bourne	e, MA	Upper C	pe - Falmou	th, MA	Upper C	ape - Mashpe	e, MA	Upper Co	pe - Sandwi	
Comparative Metrics	2019	2024	%∆	2019	2024	%∆	2019	2024	%∆	2019	2024	%A	2019	2024	%∆
Median Household Income															
by Age of Householder															
<25	\$ 51,671	\$ 52,761	2.1%	\$ 47,389	\$ 52,282	10.3%	\$ 54,204	\$ 56,911	5.0%	\$ 56,038	\$ 57,754		\$ 59,748		-2.6
25 to 34	\$ 72,571	\$ 80,628	11.1%	\$ 77,606	\$ 87,261	12.4%	\$ 75,653	\$ 82,457	9.0%	\$ 77,438	\$ 87,185	12.6%	\$ 91,513	\$ 100,870	10.2
35 to 44	\$ 92,358	\$ 102,978	11.5%	\$ 100,995	\$ 107,274	6.2%	\$ 96,738	\$ 105,684	9.2%	\$ 99,587	\$ 106,352	6.8%	\$ 109,542	\$ 116,029	5.9
45 to 54		\$ 110,031			\$ 114,808	12.1%	\$ 103,645	\$ 115,807	11.7%	\$ 99,673	\$ 111,734	12.1%	\$ 116,530	\$ 129,712	11.3
55 to 64		\$ 96,022			\$ 102,638			\$ 100,216	15.4%	\$ 83,461	\$ 95,278	14.2%	\$ 104,792	\$114,204	9.0
65 to 74		\$ 79,069		II	\$ 86,903		\$ 75,450	11 1		\$ 77,467	\$ 89,886	16.0%	\$ 81,071	\$ 88,807	9.5
75 and >	1	\$ 45,084		11 '	\$ 43,737		,	\$ 42,520			\$ 43,693	10.3%	\$ 46,208	\$ 49,585	7.3
Per Capita Income	\$ 43,425				\$ 46,627		\$ 45,526			\$ 42,744	\$ 49,033	14.7%	\$ 41,907	\$ 46,436	10.8

Source: ESRI and RKG (2020)

#### EMPLOYMENT PROJECTIONS

One potential indicator of future housing demand is tied to employment growth. As presented in Table 10, the projected employment growth (2020 – 2025) is approximately 1,730 jobs.8 This includes nearly 645 jobs across the Upper Cape communities (37.2 percent of total) and 116 jobs specifically in Sandwich. While there is no direct measure that equates employment into new households, it is

2016	2017	2018	2019	2020	2021	2023	2023	2024	2025
53,561	34,241	54,946	55,379	35,631	55,724	55,732	55,825	54,017	36,255
13,685	13,875	14.065	14,185	14,234	14,262	14.266	14,290		14,399
32,761	22,965	23.215	23,367	23,543	23,558	23,553	23,593		23,779
7,679	7,831	7,964	8.032	8.035	3.063	8,069	8,080		8,141
9,436	9,570	9,702	9,795	9,820	9,841	9,845	9.862	A STREET, SQUARE, SQUA	9,936
63,717	64,412	63,172	65,671	66,049	66,12"	46,125	66,240	66,495	66,733
42,928	43,377	43,859	44,195	44,469	44,514	44,508	44.588	44.762	44,934
7,566	7,665	7,760	7.812	7,856	7,868	7.868	7,881	7,911	7.942
13,223	13,370	13,553	13,664	13,724	13,744	13,748	13.772	13,822	13,877
22,062	22,434	22,766	22,945	23,000	23,867	23,075	23,109	23,198	23,28
4,197	4,236	4,285	4,312	4,344	4,347	4,346	4,354	4,371	4,383
5.142	5.309	5,488	5.492	5,465	5,505	5,518	5,516	5.531	5,560
6,102	6.146	6,154	6.251	6.288	6,286	6,280	6,300	6,323	6,345
6,620	6,743	6,839	6.839	6,909	6,929	6,930	6,940	6,965	6,994
8,867	9.836	9,181	9,260	9,269	9,299	9,304	9,318	9,348	9,388
4. /-		2,022	2,037	2,039	2.047	2,048	2,050	2,057	2,066
	-	4,344	4.386	4,386	4,399	4.403	4,410	4,424	4,443
879	895	908	916	918	920	921	922	925	929
	1.881	1,908	1.922	1,926	1,932	1,933	1.935	1,942	1.950
148,285	150,122	152,065	153,254	253,955	154,216	154,236	154,491	155,863	155,61
	13,685 32,761 7,679 9,436 63,717 42,928 7,566 13,223 22,662 4,197 5,142 6,102 6,620 8,867 1,947 4,200 8,79 1,840 143,285	\$1,441 \$1,3685 13,875 32,761 22,965 7,679 7,831 9,436 9,570 63,717 64,412 42,928 43,377 7,566 7,665 13,223 13,370 22,662 22,434 4,197 4,236 5,142 5,309 6,102 6,126 6,620 6,743 8,867 9,836 1,947 1,991 4,200 4,269 879 895 1,840 1,881 142,285 159,122	53.541         \$4,241         \$4,946           13,685         13,875         14,005           32,761         22,965         23,215           7,679         7,831         7,964           9,436         9,570         9,702           63,717         64,812         63,772           42,928         43,377         43,859           7,566         7,665         7,760           13,223         13,370         13,553           22,662         22,434         22,766           4,197         4,236         4,285           5,142         5,309         5,488           6,102         6,146         6,154           6,620         6,743         6,839           8,867         9,636         9,181           1,947         1,991         2,022           4,200         4,269         4,344           879         895         908           1,840         1,881         1,908           148,285         158,122         152,665	55.61         84.241         54.946         55.379           13.685         13.875         14.065         14.185           32.761         22.965         23.215         23.367           7.679         7.831         7,964         8.032           9.436         9.570         9.702         9.795           63.717         64.812         63.172         65.671           42.928         43.377         43.859         44.195           7.566         7.665         7.760         7.812           13.223         13.370         13.553         13.664           22.662         22.434         22,766         22.745           4.197         4.236         4.285         4.312           5.142         5.309         5.488         5.492           6.102         6.146         6.154         6.251           6.620         6.743         6.839         6.889           8,867         9.36         9.181         9.266           1.947         1.991         2.022         2.037           4.200         4.269         4.344         4.386           879         895         908         916           1.840 </td <td>53.541         \$4,241         \$4,946         \$5,379         \$5,681           13,685         13,875         14,005         14,185         14,234           32,761         22,965         23,215         23,367         23,543           7,679         7,831         7,964         8,032         8,035           9,436         9,570         9,702         9,795         9,820           63,717         64,412         63,172         65,671         66,049           42,928         43,377         43,859         44,195         44,469           7,566         7,665         7,760         7,812         7,856           13,223         13,370         13,553         13,664         13,724           22,662         22,434         22,766         22,945         23,662           4,197         4,236         4,285         4,312         4,344           4,197         4,236         4,285         4,312         4,344           5,142         5,309         5,488         5,492         5,465           6,102         6,146         6,154         6,251         6,288           6,620         6,743         6,839         6,899         6,909</td> <td>53.561         \$4.241         \$4.946         \$53.79         \$5,611         \$5,724           13.685         13.875         14.065         14.185         14.234         14.262           32.761         22.965         23.215         23.367         23,543         23,558           7.679         7.831         7,964         8.032         8.035         8.063           9.436         9.570         9.702         9.795         9.820         9.841           63,717         64.412         65,172         65,671         66.849         66,127           42,928         43,377         43.859         44.195         44.469         44.514           7,566         7,665         7,760         7.812         7.856         7.868           13,223         13,370         13,553         13,664         13,724         13,744           22,662         22,434         22,766         22,945         23,667           4,197         4,236         4,285         4,312         4,344         4,347           5,142         5,309         5,488         5,492         5,465         5,505           6,102         6,146         6,154         6,231         6,288         6,286&lt;</td> <td>53.561         \$4,241         \$4,946         \$53.79         \$5,611         \$5,724         \$5,722           13,685         13,875         14,005         14,185         14,234         14,262         14,266           32,761         22,965         23,215         23,367         23,543         23,558         23,553           7,679         7,831         7,964         8,032         8,035         8,063         8,069           9,436         9,570         9,702         9,795         9,820         9,841         9,845           63,717         64,812         65,671         66,049         66,127         66,125           42,928         43,377         43,859         44,195         44,469         44,514         44,518           7,566         7,665         7,760         7,812         7,856         7,868         7,868           13,223         13,370         13,553         13,664         13,724         13,744         13,748           22,662         22,434         22,766         22,945         23,067         23,067         23,075           4,197         4,236         4,285         4,312         4,344         4,347         4,346           5,142</td> <td>55.561         54.241         54.946         53.79         55.611         55.714         53.712         55.725           13.685         13.875         14.065         14.185         14.234         14.262         14.266         14.290           32.761         22.965         23.215         23.367         23.543         23.558         23.553         23.593           7.679         7.831         7.964         8.032         8.035         8.063         8,069         8.080           9.436         9.570         9.702         9.795         9.820         9.841         9.845         9.862           63,717         64.412         63.172         65.671         66.049         66.127         64.125         66.240           42.928         43,377         43.859         44.195         44.469         44.514         44.508         44.588           7.566         7.665         7.760         7.812         7.856         7.868         7.868         7.861           13.223         13.370         13.553         13.664         13.724         13.744         13.748         13.772           4.197         4.236         4.285         4.312         4.344         4.347         4.346</td> <td>55.561         54.241         54.946         55.379         55.611         55.742         56.742         66.742         66.743         66.743         66.743         66.743         66.743&lt;</td>	53.541         \$4,241         \$4,946         \$5,379         \$5,681           13,685         13,875         14,005         14,185         14,234           32,761         22,965         23,215         23,367         23,543           7,679         7,831         7,964         8,032         8,035           9,436         9,570         9,702         9,795         9,820           63,717         64,412         63,172         65,671         66,049           42,928         43,377         43,859         44,195         44,469           7,566         7,665         7,760         7,812         7,856           13,223         13,370         13,553         13,664         13,724           22,662         22,434         22,766         22,945         23,662           4,197         4,236         4,285         4,312         4,344           4,197         4,236         4,285         4,312         4,344           5,142         5,309         5,488         5,492         5,465           6,102         6,146         6,154         6,251         6,288           6,620         6,743         6,839         6,899         6,909	53.561         \$4.241         \$4.946         \$53.79         \$5,611         \$5,724           13.685         13.875         14.065         14.185         14.234         14.262           32.761         22.965         23.215         23.367         23,543         23,558           7.679         7.831         7,964         8.032         8.035         8.063           9.436         9.570         9.702         9.795         9.820         9.841           63,717         64.412         65,172         65,671         66.849         66,127           42,928         43,377         43.859         44.195         44.469         44.514           7,566         7,665         7,760         7.812         7.856         7.868           13,223         13,370         13,553         13,664         13,724         13,744           22,662         22,434         22,766         22,945         23,667           4,197         4,236         4,285         4,312         4,344         4,347           5,142         5,309         5,488         5,492         5,465         5,505           6,102         6,146         6,154         6,231         6,288         6,286<	53.561         \$4,241         \$4,946         \$53.79         \$5,611         \$5,724         \$5,722           13,685         13,875         14,005         14,185         14,234         14,262         14,266           32,761         22,965         23,215         23,367         23,543         23,558         23,553           7,679         7,831         7,964         8,032         8,035         8,063         8,069           9,436         9,570         9,702         9,795         9,820         9,841         9,845           63,717         64,812         65,671         66,049         66,127         66,125           42,928         43,377         43,859         44,195         44,469         44,514         44,518           7,566         7,665         7,760         7,812         7,856         7,868         7,868           13,223         13,370         13,553         13,664         13,724         13,744         13,748           22,662         22,434         22,766         22,945         23,067         23,067         23,075           4,197         4,236         4,285         4,312         4,344         4,347         4,346           5,142	55.561         54.241         54.946         53.79         55.611         55.714         53.712         55.725           13.685         13.875         14.065         14.185         14.234         14.262         14.266         14.290           32.761         22.965         23.215         23.367         23.543         23.558         23.553         23.593           7.679         7.831         7.964         8.032         8.035         8.063         8,069         8.080           9.436         9.570         9.702         9.795         9.820         9.841         9.845         9.862           63,717         64.412         63.172         65.671         66.049         66.127         64.125         66.240           42.928         43,377         43.859         44.195         44.469         44.514         44.508         44.588           7.566         7.665         7.760         7.812         7.856         7.868         7.868         7.861           13.223         13.370         13.553         13.664         13.724         13.744         13.748         13.772           4.197         4.236         4.285         4.312         4.344         4.347         4.346	55.561         54.241         54.946         55.379         55.611         55.742         56.742         66.742         66.743         66.743         66.743         66.743         66.743<

Table 10 - Projected Employment Growth - Barnstable County, MA - 2025

reasonable to assume that some component of projected employment growth would result in demand for new housing – owner and rental. Commuting information<sup>9</sup> indicates that perhaps 19 percent of employment (or 1,520 employees) in Sandwich commute from elsewhere on the Cape (excluding the nearby Upper Cape communities) which could further represent some potential for a relocation of residence to Sandwich. However, as a primarily service-based economy, anticipated job growth will likely be among lower income workers, further exacerbating the demand and supply gap that exists on Cape Cod.

<sup>&</sup>lt;sup>8</sup> Caveat - Projections developed pre-Covid-19.

<sup>9</sup> U.S. Census Bureau and American Community Survey (ACS).

#### RESIDENTIAL MARKET INDICATORS

Much of the rental housing across the Cape is second homeowner, off-season rentals or as part of lower unit-count properties. An internet search and discussions with brokers offered the following:

Yarmouth Commons – South Yarmouth, MA – a total of 69 units, developed in late 2019, at an estimated cost of \$22 million (nearly \$319,000 per unit), this projects represents the newest affordable housing community on the Cape. Reportedly residents began moving in during the summer of 2019 and units were fully leased within four weeks. According to their website <sup>10</sup> Yarmouth Commons offers "three residential buildings, an expansive common green space, fitness center, leasing office, playground, and community center, Yarmouth Commons is conveniently situated near Routes 28 and 6. Two of the residential buildings



are two stories in height, one with 19 residential units and the other with 20 units. The third residential building contains 30 units on three floors. The apartments feature open concept floor plans, spacious bedrooms, and modern kitchens with Energy Star appliances. Units also have a heat-recovery ventilator (HRV) unit that provides continuous fresh air while also enhancing energy efficiency. "According to the Yarmouth Commons website, the mix of units is nearly two-thirds two-bedroom (Table 11).

Table 11 - Yarmouth Commons Unit Mix

Apartment Sample for Cape Cod -	Yarme	outh Comm	ons
Selected Metrics	IBR	2BR	3BR
Unit Mix			
2 BR @ 30% AMI		6	
3 BR @ 30% AMI			1
1 BR @ 60% AMI (\$918/mo)	17		
2 BR @ 60% AMI (\$1,019/mo)		38	
3 BR @ 60% AMI (\$1,249/mo)			7
Total 69	17	44	8
% of Total	25%	64%	12%
Source : RKG			

**Village Green - Barnstable, MA** – 60 units, developed in late 2016 as Phase I of a proposed two-phase workforce housing project comprised <sup>11</sup> of "two 30-unit three story buildings offer a mix of one-

<sup>10</sup> dakotapartners.net/projects/yarmouth-commons/ excluding seasonal households

<sup>11</sup> Ibid.

, two- and three-bedroom units featuring spacious layouts, modern kitchens with Energy Star appliances and air conditioning. The property also includes a bright and airy clubhouse where residents can gather in the community lounge. The apartments are conveniently located within a five-minute drive to Route 6, Cape Cod's primary highway. In addition, a public transit stop is located at the entrance to the community, providing Village Green residents with easy



access to the many retail, dining and entertainment establishments in the area." Phase II included an additional 60-units (total of 120-units) with a new fitness center and an outdoor playground built around the clubhouse. Total development costs were reported as \$30 million (\$250,000 per unit) and current lease rates are presented in Table 12.

Table 12 - Metrics for Village Green

Apartment Sample for Cape	Village Green										
Cod - Selected Metrics	SF	Ask \$	\$/SF								
Unit Mix											
1 BR / 1 bath	635	\$ 974	\$ 1.53								
2 BR / 1 bath	985	\$ 1,169	\$ 1.19								
3 BR / 2 bath	1264	\$ 1,411	\$ 1.12								

Source: RKG

**Everleigh Cape Cod - Hyannis, MA** – 225-unit senior (aged 55+) retirement community with 23 senior apartments targeted as affordable (May 2019). Representatives of management indicated that there were perhaps 20-units available indicating an occupancy of 90 percent.

Carriage House Apartments - Hyannis, MA – 29 new luxury two-bedroom, two-bath apartments, recently completed, with asking lease rates starting at \$1,955/month for 1,063 SF and 1,008 SF units.

**Henry T. Wing Residences - Sandwich, MA** – in November 2019, the Town Board of Selectman approved moving forward with the proposed conversion of this former school into 128-units of affordable senior apartments. The developer envisions three phases:

- October 2022 through October 2023 43 units with ten units inside the renovated school property and the remaining 33 as new construction. This phase also includes a proposed senior center.
- July 2023 through July 2024 41 units within a new three-story building.
- Upon completion of the above, the final production of 44 units begins, also in a new threestory building, is to begin.

The target tenant will be low and moderate-income seniors (62+) earning no more than 60 percent of the AMI. If these units were on the market now 12 the rent would be around \$961 per month.

<sup>&</sup>lt;sup>12</sup> Article posted to the Cape Cod Times, January 16, 2020.

Recent conversations with the Town Planner indicated that the project is to come before the Planning Board (June 2020) for approvals and if approved construction is anticipated to start in October of 2022.

Terrapin Ridge - Sandwich, MA – sitework was anticipated to start in September 2019 for a 30-unit affordable housing development on one-, two- and three-bedroom units after a decade long delay. <sup>13</sup> Reportedly this will be the first affordable housing development in Sandwich since Osprey Lane was completed in 2003 ( current asking lease rates for Osprey Lane are presented in Table 13). All units are to be restricted to households earning less than 60 percent of the AMI with 14-units targeted specifically to those households earning less than 30 percent of the AMI. Initial plans called for construction to begin in early 2020 with completion by the spring of 2021. Recent conversations with the Town Planner indicated that roadway construction is currently underway and construction on Phase 1 (affordable 30-units) should begin in the summer of 2020.

Table 13 - Metrics for Osprey Lane

Apartment Sample for Cape Cod -	Osprey Lane									
Selected Metrics	SF Ask \$			\$/SF						
Unit Mix										
1 BR / 1 bath	630	\$	900	\$	1.43					
2 BR / 1 bath	930	\$	1,095	\$	1.18					
3 BR / 2 bath	1200	\$	1,250	\$	1.04					

Source: RKG

The Retreat at Union Pond - Wareham, MA - this affordable 140-unit complex was completed around 2011/2012 and includes a mix of one-, two-, and three-bedroom units (Table 14). Representatives of property management indicated that the complex is not fully occupied however they do not maintain a waiting list, rather first-come, first-served. Asking lease rates reflect those with no voucher.

Table 14 - Metrics for the Retreat at Union Pond

Apartment Sample for Cape Cod -	Retreat at Union Pond										
Selected Metrics	SF	Ask \$	\$/SF								
Unit Mix											
1 BR / 1 bath		\$ 1,284	\$ 1.93								
2 BR / 1 bath (2 bath for Union Pond)	995	\$ 1,531	\$ 1.54								
3 BR / 2 bath	1195	\$ 1,757	\$ 1.47								

Source : RKG

The Tides at Bourne – Buzzards Bay, MA – a groundbreaking ceremony was held in May of 2019 for this planned 122-unit independent living complex (55+) catering to middle-class households and offering a mix of one- and two-bedroom units in a new three-story building. The Tides at Bourne will offer a community room with kitchen for events and entertaining, a fireside lounge and outside patio seating. Estimated construction costs total \$19 million (\$155,750 per unit). <sup>14</sup>

<sup>&</sup>lt;sup>13</sup> Article posted to the Cape Cod Times, August 22, 2019.

<sup>14</sup> Calamar Development - www.calamar.com

Cape Cod Times – plans call for the conversion of the Cape Cod Times building, on Main Street, to include 22 market rate units and two affordable units. <sup>15</sup> Plans call for a mix of one- and two-bedroom units. Asking market rates for one-bedroom units will be in the \$1,300 to \$1,400 per month range and two-bedroom units will start at \$1,650 per month to \$1,900 per month for larger units.

**Commercial Brokers** - Discussions with local real estate professionals active in the Cape Cod real estate market indicated the following:

- There is a strong demand and need for affordable across all of the Cape, especially as many
  of the retail and service employees working on the Cape cannot afford to live on the Cape.
- In general, large-scale development, such as a multi-unit residential complex, is difficult
  to receive approvals, or is otherwise a costly endeavor, with a varying level of difficulty
  on a town-by-town basis.
  - One broker offered that in their opinion, Sandwich was one of the more difficult noting the ten-year process for the Terrapin Ridge project, although some of that delay was reportedly the Town searching for the right developer.
- Complexes of 100+ units are scarce in Cape Cod, noting that the Yarmouth Commons
  project was originally approved for 100-units but then scaled back to 69-units following
  community input.

#### MARKET RATE COMPARABLES

Working, in part, with a sample inventory of market rate apartments provided by Sandwich Green – Beechwood Group LLC, RKG assembled an overview analysis of comparable rental residential complexes for the proposed Sandwich Green development. Table 15 offers a summary comparison of these comparables with respect to average unit size (SF), average asking lease rates and average asking lease rate on a per SF basis. This is then followed by an overview of each complex, as available from on-line sources. When possible (given the Covid-19 environment and the availability of reaching contacts) RKG also reached out to representatives of property management for each complex for additional information. <sup>16</sup>

<sup>&</sup>lt;sup>15</sup> Article posted to the Cape Cod Times, May 12, 2020.

<sup>16</sup> Calamar Development - www.calamar.com

Table 15 - Summary Indicators for Comparable Complexes

		St	udic	dio Averages			1 BR/1 bath Averages				2 BR/	ath Ave	es	3 BR/2 bath Averages							
Apartment Comparables (primarily market rate)	Total Units	Unit SF	1	Asking Rent	s	per SF	Asking F Unit SF Rent			\$ per SF		Unit SF	Askin Rent		·   .		Unit SF	1	Asking Rent	\$ per SF	
Marq at the Pinehills	230						842	\$	2,133	\$	2.53	1,152	\$	2,634	\$	2.29					
Avalon Pinehills	194		1				984	\$	2,048	\$	2.08	1,325	\$	2,286	\$	1.73					
Redbrook Plymouth	184		1				715	\$	1,820	\$	2.55	1,136	\$	2,343	\$	2.06	1,366	\$	2,955	\$	2.16
Harborwalk Plymouth	155						713	\$	1,783	\$	2.50										
Rosebrook Wareham	65						805	\$	1,695	\$	2.11	1,316	\$	2,400	\$	1.82					
Villages at Marshfield	276						713	\$	1,782	\$	2.50										
North Pointe Hanover	74						723	\$	1,950	\$	2.70	926	\$	2,250	\$	2.43					
Commons Southfield	298	529	\$	1,795	\$	3.39	885	\$	2,151	\$	2.43	1,359	\$	2,714	\$	2.00	1,337	\$	2,714	\$	2.03
Mastlight Southfield	265	522	\$	1,725	\$	3.30	659	\$	1,715	\$	2.60	1,007	\$	2,461	\$	2.44	1,152	\$	3,428	\$	2.98
Avalon Norwood	198						711	\$	2,193	\$	3.08	1,107	\$	2,655	\$	2.40					
Everleigh Cape Cod	225						832	\$	3,192	\$	3.84	1,250	\$	3,875	\$	3.10					
Avalon Hingham Shipyard	235						803	\$	2,091	\$	2.61	1,188	\$	2,767	\$	2.33					
Avalon Quincy Quarry	396	504	\$	1,865	\$	3.70	782	\$	2,293	\$	2.93	1,118	\$	2,497	\$	2.23					
Eaves Quincy	245						840	\$	1,905	\$	2.27	1,338	\$	2,525	\$	1.89					
averages	217	518	\$	1,795	5	3.46	786	\$	2,054	\$	2.61	1,185	\$	2,617	\$	2.21	1,285	\$	3,032	\$	2.36

Source: Sandwich Green - Beechwood Group LLC and RKG (2020)

Marq at Pinehills – located in the Pinehills area of Plymouth, MA this 230-unit complex is a mix of one-and two-bedroom apartments, at 114-units and 116-units, respectively. Amenities include a private clubhouse; two landscaped courtyards; a pool with designated outdoor grilling and dining areas; state-of-



the-art fitness center; a high-tech business center and a movie theater. The complex opened in 2016, is currently more than 85 percent stabilized. There are no affordable units and management representatives indicated absorption was complete within a year of opening. Plymouth to Sandwich is about a half-hour drive in good traffic.

Avalon at Pinehills - also in the Pinehills area of Plymouth, MA, this complex was developed in two phases with 101-units in 2004 and another 93-units in 2011. The mix is primarily one- and two-bedroom (limited three-bedroom) and there are no affordable units. Current occupancy is around 98 percent stabilization. Property amenities include a fitness center,



pool, tennis courts, lounge area and barbecue. The complex is near to the beaches and downtown Plymouth. Plymouth to Sandwich is about a half-hour drive in good traffic.

Redbrook Plymouth – construction started in July of 2019 with the final phase of four-buildings completed in March of 2020. Total unit count is 184-units (ten as affordable) with a market rate mix of 88 one-bedroom, 73 two-bedroom and 13 three-bedroom. The affordable mix includes 6 one-bedroom, 3 two-bedroom and one three-bedroom. Since July of 2019, the complex is approximately 77 percent leased and 65 percent occupied (noting one building was just recently completed). Amenities include an outdoor entertainment area, gas grills, resort style pool and a 24-



hour fitness center. Plymouth to Sandwich is about a half-hour drive in good traffic.

Harborwalk Plymouth – this 155-unit complex was completed in 2019 and includes a mix of one-bedroom (96) and two-bedroom (59) units. Approximately 31-units are designated as affordable. Representatives indicated that the complex is 70 percent occupied, noting that the first units opened in November of 2019, followed by a second phase in February of 2020. Amenities include walking distance to the beach, an ocean view rooftop



lounge, resort style pool with firepits and grills, conference space and nearby access to the Plymouth MBTA station. Currently short-term leases are available with one-month free rent on select apartments. Plymouth to Sandwich is about a half-hour drive in good traffic.

**35 Rosebrook Wareham** - this 65-unit complex, in a single fourstory building began accepting tenants in October of 2019 for its mix of one- and two-bedroom units. Amenities include walking distance to restaurants and services, community outdoor balcony, a firepit common area, and a community lounge. Wareham to Sandwich is about a half-hour drive in good traffic.



The Villages at Marshfield – this three-story complex was built in 1972 (with periodic re-investments) and contains 276-units. There are no affordable units. Management representatives indicated that the complex is currently 93 percent occupied but that should increase to 98 percent with the seasonal (June) move-ins. Amenities include a pool/sundeck, clubhouse, fitness center, a picnic and barbecue area as well as tennis courts. Marshfield (a non-Cape community) to Sandwich is a little more than a half-hour drive in good traffic.



North Point at Hanover – this 74-unit complex, built in 2005, includes a mix of one- and two-bedroom units in a three-story building. Amenities include nearby access to the Derby Street Shoppes, general common areas, outdoor patios and community space, a recreation center, and a fitness center. Hanover (a non-Cape community) to Sandwich is a little more than a half-hour drive in good traffic.



Commons at Southfield (Weymouth) – this 298-unit complex <sup>17</sup>, includes a mix of one- and two-bedroom units in a three-story building(s). Amenities include a salt-water swimming pool with sundeck and pool side grilling area plus a 24-hour fitness, Wi-Fi cafe, a club and game room. The complex is in walking distance to commuter rail and South Station is two stops away. Weymouth (a non-Cape community) to Sandwich is about a 45-minute drive in good traffic.



Mastlight Southfield (Weymouth) – this 265-unit complex <sup>18</sup> is in walking distance to commuter rail and South Station is two stops away. Weymouth (a non-Cape community) to Sandwich is about a 45-minute drive in

Avalon Norwood – this complex includes a total of 198-units with 42 as townhomes and 156 apartments. Approximately 25 percent or 25-units are designated as affordable. Management representatives indicated that there is a 100-person waiting list per bedroom count for the affordable units. Pre-leasing started in February of 2019 through August of 2019 with a pre-lease rate of 75 percent. The final phase of construction was in February of 2020 and currently occupancy



is about 97 percent) five units are available. Amenities include a pool, fitness center with flex studio, common lounge area, easy access to the Norwood Central Commuter Rail and the complex is located about 4-miles from shopping and entertainment at Legacy Place. Norwood (a non-Cape community) to Sandwich is about an hour drive in good traffic.

Everleigh Cape Cod (Hyannis) – this is a 225-unit senior (aged 55+) retirement community with 23 senior apartments targeted as affordable (May 2019). Representatives of management indicated that there were perhaps 20-units available indicating an occupancy of 90 percent Amenities include a great room, pub and resident lounges, fitness center, yoga studio, theater, pool, and sun deck as well as other outdoor recreational amenities. Hyannis to Sandwich is about a 25-minute drive in good traffic.

good traffic.

<sup>&</sup>lt;sup>17</sup> Developed in three phases.

<sup>18</sup> Developed in two phases.

Avalon Hingham Shipyard – this complex was developed in 2008 and contains 235-units. Amenities include a pool, fitness center, common lounge area, and outdoor barbecue pits. The complex is near the Greenbush Commuter Rail and the Boston commuter ferry. Hingham (a non-Cape community) to Sandwich is about a 50-minute drive in good traffic.



Avalon Quincy Quarry - this 396-unit complex was

developed 2016 and includes a mix of market rate studio-, one-, and two-bedroom units. The apartment website indicates 16-units available (95 percent occupancy). Amenities include state of the art fitness center, heated pool, dog park, rooftop deck, and outdoor kitchen with grilling stations and fireplace. Quincy (a non-Cape community) to Sandwich is about a 50-minute drive in good traffic.

Eaves Quincy – this 245-unit complex was developed in 1996 (with periodic reinvestments). The complex is a mix of one- and two-bedroom units, all market rate. Amenities include a heated outdoor pool, fitness center, barbecue grills, and free shuttle service to the T station. Quincy (a non-Cape community) to Sandwich is about a 50-minute drive in good traffic.

#### SUMMARY FINDINGS

A total of 16 apartment complexes were surveyed for both on-Cape and off-Cape locations, representing 3,040-units averaging 217-units per complex. While not all of those complexes surveyed shared information regarding unit count by bedroom mix, less than one percent of the units were identified as affordable. Complexes ranged from the 65-unit 35 Rosebrook (Wareham) to the 396-unit Avalon Quincy Quarry (Quincy). Many complexes offered a full-complement of tenant amenities including pools, indoor/outdoor fitness, and recreational facilities, some with beach/waterfront access and some with proximity to mass transit.

Not all of the complexes surveyed offered information regarding occupancy, however of those that did (primarily with a 2019 opening) are exhibiting an estimated 80 percent occupancy rate.

## Attachment 1.F Prior Permitting Experience at Site

#### This is the first permitting application the Beechwood Group, LLC has developed for this site.

A previous development entity, Forestdale Village, LLC permitted an aged restricted, over 55 development consisting of 148 homeownership units, with preference to veterans and Sandwich residents. For a number of reasons, including a stagnant economy, design choice, proposed limiting mix and financial capacity, this project did not move beyond the issuance of the comprehensive permit.

#### History of failed project for reference purposes only:

The Town of Sandwich Annual Town Meeting votes to adopt the 2009 Sandwich Local Comprehensive Plan prepared by Stantec. The Cape Cod Commission endorsed the Sandwich Local Comprehensive Plan.

In May 2009, the Sandwich Local Comprehensive Plan is amended at a Special Town Meeting designating the Forestdale Village site as a "Smart Growth Center". A zoning amendment is also approved at Town Meeting to change the zoning on part of the property from R-2 to BL-1 to allow for mixed use.

(See CMP 68-71).

#### **Town Support**

The Town supported the project in the beginning and liked that the project included single family detached homes, many of which were designated for 55+ and veterans.

On 6/25/2009, the Sandwich Board of Selectmen (BOS) unanimously voted to support Forestdale Village as a Local Initiative Program (LIP), a so-called "friendly Chapter 40B project."

The Town supported an amendment to the LCP to designate the property as a Smart Growth Center and changing the zoning to BL-1 which were approved at Special Town Meeting in May 2009.

On 4/10/2010, the Board of Selectmen sent a letter of support for the Comprehensive Permit to the Cape Cod Commission indicating that the project was consistent with the goals of the LCP, Town capital and infrastructure planning, and that is was recently designated as a Strategic Planning Area and Smart Growth District in the LCP. Also, that the Planning Board voted to amend the Land Use Vision Plan to designate the area as a Village Center.

On 12/21/2009, BOS sent a letter of support for the Comprehensive Permit to the Mass. MEPA Office (EOEA File No. 14512) highlighting the following:

- o The LCP Amendment at Town Meeting, LIP Site Eligibility letter received from DHCD.
- o 148 units on 75 acres with about 80,000 sf of commercial with rental residential component.
- Cited age restricted homes and assisted living units to be included.
- o The density at about 2 DU/acre is less dense than most 40B projects.

- On site wastewater treatment better than individual Title V systems
- o Age restricted units will result in less trip generation.
- Standard reviews are in place to insure traffic impacts will be addressed.
- o Anticipate restrictive covenant from the developer to ensure that the DUs will remain age-restricted.
- Anticipate that traffic, wastewater, and open space issued will be adequately address through local and regional review, and that the submission of an EIR with the MEPA office was not needed.

The Town allocated \$450,000 in Community Preservation Act (CPA) funds (\$50,000/DU) to assist with the affordable units in the project.

#### **Chapter 40B COMPREHENSIVE PERMIT**

On September 30, 2009 the Department of Housing & Community Development provided a Determination of Site Eligibility under the Local Initiative Program. Forestdale Village, LLC proposed an age-restricted, over 55 development consisting of one hundred and forty-eight homeownership units

On 4/13/2010, the Zoning Board of Appeals (ZBA) approved the Chapter 40B comprehensive permit (#09-03) for the Forestdale Village project which consisted of 148 single family homes on 59 acres, and small lots (5,000 to 8,000 SF). Many of the DUs were to be designated 55+ and there was a focus on providing housing to veterans. Steve Powers, a Sandwich resident, was the original applicant.

Four (4) public hearings were held between January-March leading up to approval in April.

The ZBA decision included 62 conditions of approval.

The plan also included a commercial/mixed use development along the Route 130 frontage in the BL-1 district with approximately 75,000 SF commercial footprint with additional 50,000 SF in 2nd and 3rd story allowed for office and apartment use.

The approved 40B comprehensive permit subdivision plan was recorded in the Barnstable County Registry of Deeds.

In a summary memo prepared on 6/12/17 regarding status of the Forestdale Village project, Town staff identified the following issues and concerns:

- O The original applicant never submitted the final development plans for the Comprehensive Permit including street design plans, intersection plans, wastewater plans, site plans of the mixed use component. No building permits were issued.
- $\circ\;\;$  DHCD never received a fully executed regulatory agreement from the Chapter 40B developer.

#### **CHANGE OF OWNERSHIP**

On December 31, 2009, Ruhan and Stinson Realty Trust provided a short-term secured second mortgage to Forestdale Village, LLC for the purpose of site acquisition.

On April 13, 2010, the Sandwich Zoning Board voted to grant a Comprehensive Permit with Conditions. The vote on Comprehensive Permit #09-23 was unanimous. The Comprehensive Permit approved 298 bedrooms with restrictions limiting housing opportunities for families with children.

On November 6, 2014, Forestdale Village, LLC filed a voluntary petition under Chapter 11 of the U.S. Bankruptcy Code in the United States Bankruptcy Court for the District of Massachusetts.

Ruhan and Stinson Realty Trust, holder of a mortgage given by Forestdale Village, LLC, recorded a Foreclosure Deed at the Barnstable County Registry of Deeds at Book 28756 and Page 283 on March 24, 2015.

#### TRANSFER OF COMPREHENSIVE PERMIT

The Beechwood Group submitted a notice to the ZBA on 4/3/17 for the transfer of ownership of the approved comprehensive permit (#09-03) from Forestdale Village, LLC to Beechwood Group, LLC. The ZBA voted unanimously at its 4/20/17 meeting to determine that the proposed transfer of ownership was a substantial modification requiring a public hearing.

On April 24, 2018, Beechwood Group petitioned the Zoning Board of Appeals to rule that the comprehensive permit has lapsed, and the subdivision is void. The ZBA voted unanimously to approve the motion.

#### **Nearby Services**

Project anticipates Future Mixed-Use Development on abutting Business limited land along Route 130, which would create a walkable Village Center in the near future.

Stop & Shop	1.5 miles
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CVS 1.5 miles

Heritage Theater 2.0 miles

Dunkin 1.6 miles

JD's Burgers 2.0 miles

Industry Ale House .02 miles

Subway 2.0 miles

Tomatoes 2.0 miles

Bobby Byrnes 1.5 miles

Shell Gas & Convenience ,03 miles

Speedway Gas 1.6 miles

Forestdale School .08 miles

Montessori school 1.7 miles

Sandwich high School 4.2 miles

Healthcare Services .03 miles

Mashpee Commons 5.9 miles

