

# COMMUNITY PRESERVATION COMMITTEE

Town of  
**BREWSTER**  
MASSACHUSETTS



Sarah Robinson, Chair  
Paul Ruchinskas, Vice Chair  
Faythe Ellis, Treasurer  
Elizabeth Taylor, Clerk  
Roland Bassett, Jr.  
Cynthia Bingham  
Jan Crocker  
Laurel Labdon  
Michael Tobin

**Town Staff**  
Beth Devine, CPC Assistant

## COMMUNITY PRESERVATION COMMITTEE MEETING AGENDA

April 8, 2026 at 4:00 PM

Town Hall, 2198 Main St., Brewster, MA 02631

[cpcmeeting@brewster-ma.gov](mailto:cpcmeeting@brewster-ma.gov)

### JOIN ZOOM MEETING

<https://us02web.zoom.us/j/83777284808?pwd=NjB3WldRTGRxb0l0WXhIS1J0Y1NOQT09>

**Webinar ID:** 837 7728 4808

**Passcode:** 326439

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### WATCH OR LISTEN

**Live TV:** BGTV Channel 8 and HD Channel 1072 **Livestream:** [livestream.brewster-ma.gov](http://livestream.brewster-ma.gov)

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- This meeting will be conducted in person at the time and location identified above.
- As a courtesy only, meeting access is provided to the public by remote options. The meeting or hearing will not be suspended or terminated if technological problems interrupt the virtual broadcast unless it is a fully remote meeting.
- Members of the public, including applicants and representatives with a particular interest in an agenda item, should attend the meeting in person.
- The board or committee may take official action including votes on any agenda item.
- Agenda items may be taken out of order at the Chair's discretion.

1. Call to Order
2. Declaration of a Quorum
3. Recording Statement: As required by the Open Meeting Law we are informing you the Town will be video and audio recording, as well as broadcasting this public meeting. If anyone else intends to video or audio record this meeting, they are required to inform the Chair.
4. Public Announcements and Comment: Members of the public may address the CPC on matters not on the meeting's agenda for a maximum of 3-5 minutes at the Chair's discretion. The CPC cannot reply to statements made or answer questions raised during public comment but may add items presented to a future agenda.
5. Financial Update – Faythe
6. Review of updated Warrant Article
7. Discussion and possible vote on Forward at the Rock extension request
8. Discussion and possible vote on Award Letter draft for the HAC Assistance Resource Center
9. Recap of Warrant Article presentations to the Select Board and Finance Committee
10. CPA Plan Update Project status
11. Project Updates
12. Approval of Minutes
13. Matters Not Reasonably Anticipated by the Chair
14. For Your Information
15. Next Meetings: April 22<sup>nd</sup> at 4PM

16. Adjournment

**Date Posted: 3/23/26**

**Date Revised:**

**Received by Town Clerk:**

Community Preservation Committee: FY26 Forecast as 11/30/2025

FY-25 Estimated total balance forwarded [1]:	\$	5,716,870	
FY-26 Estimated local tax revenue:	\$	1,285,640	
FY-26 Estimated State contribution [2]:	\$	192,846	\$ 1,478,486
<b>Total FY-26 Estimated funds available:</b>	\$	<b>1,478,486</b>	

	10% Open Space/Rec		10% Housing		10% Historical		Undesignated Fund Balance [4]	Undesignated Fund Balance	FY25	
FY-25 Actual Unreserved Fund Balance with Original Match(4)	\$	1,788,900	\$	366,252	\$	1,050,511	\$	9,508	\$ 2,501,699	\$ 5,716,870
FY-26 Estimated revenue	\$	147,849	\$	147,849	\$	147,849			\$ 1,034,940	\$ 1,478,486
<b>FY-26 Estimated Funds available</b>	\$	<b>1,936,749</b>	\$	<b>514,101</b>	\$	<b>1,198,359</b>	\$	<b>9,508</b>	<b>\$ 3,536,639</b>	\$ 7,195,356

FY-26 obligations as of 03/15/25

	Open Space	Housing	Historical	
<i>BBJ Property Bond #2</i>	\$ (87,200)			BONDS
<i>Bates Property Bond</i>	\$ (43,313)			

Administration Expense [3] \$ (73,924)

Spring Town Meeting - 2025 Approved Housing Coordinator		(79,000.00)			
Freeman's Fields Walking Paths				(9,508)	(240,492)
Stony Brook Playground Replacement					(550,000)
Crosby Mansions Chimney Repair			(185,000.00)		
Fall Town Meeting - 2025 approved 5 Year CPA Plan					\$ (20,000)
Mackie Drive Community Housing	\$	(105,000)			

**Total YTD Obligations - FY-26** \$ (130,513) \$ (184,000) \$ (185,000) \$ (9,508) \$ (884,416) \$ (1,393,437)

**fy-26 Estimated Unreserved Fund Balance as of 9/7/2025 with Adjustments** \$ 1,806,236 \$ 330,101 \$ 1,013,359 \$ (0) \$ 2,652,223 \$ 5,801,919

**Total net available from all accounts**

[1] Balance forwarded estimated from prior year includes all unallocated funds, including unspent amounts from projects and (2) State Match revenue is projected at 15%. Actual state match = \$287,629 / 20.6%

[3] Administrative expenses are limited by law to 5% of the total CPC budget and include primarily payroll costs, legal and other Coalition dues.

[4] Balance forwarded for all unallocated funds in the previous "Budgeted for Unreserved Funds" account, which contained funds using the Pre-FY25 allocation method

[5] Allocated funds from the revised funding allocation method voted on at town meeting in the Spring of 2023.

New allocation is 70% for Undesignated Fund Balance

Community Preservation Committee: FY27 Forecast as 3/22/2026

FY-26 Estimated total balance forwarded [1]:	\$	5,801,919		
FY-27 Estimated local tax revenue:	\$	1,400,000		
FY-27 Estimated investment income (4):	\$	80,000		
FY-27 Estimated State contribution [2]:	\$	209,446	\$	1,689,446
<b>Total FY-27 Estimated funds available:</b>	\$	<b>1,689,446</b>		

	FY26				
	10% Open Space/Rec	10% Housing	10% Historical	Undesignated Fund Balance	
FY-27 Actual Unreserved Fund Balance	\$ 1,806,236	\$ 330,101	\$ 1,013,359	\$ 2,652,223	\$ 5,801,919
FY-27 Estimated revenue	\$ 168,945	\$ 168,945	\$ 168,945	\$ 1,182,612	\$ 1,689,446
FY-27 Estimated Funds available	\$ 1,975,180	\$ 499,045	\$ 1,182,304	\$ 3,834,835	\$ 7,491,365

FY-27 obligations as of 05/15/26	Open Space/Rec	Housing	Historical	Undesignated	
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BBJ Property Bond #2	\$ (83,600)	BONDS			
Bates Property Bond	\$ (36,825)				

Administration Expense [3]				\$ (84,472)	
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Spring Town Meeting - 2026 Applications					
Brewster Affordable Housing Trust		\$ (400,000)		\$ (150,000)	
Lower Cape Housing Institute (FY27/28)				\$ (20,000)	
Housing Assistance Corp/Housing Resource Center				\$ (105,000)	
Long Pond Woodlands Extension(Ellis prop.)	\$ (275,000)				

<b>Total YTD Obligations - FY-27</b>	\$ (395,425)	\$ (400,000)	\$ -	\$ (359,472)	\$ (1,154,897)
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fy-27 Estimated Unreserved Fund Balance as of 1/8/26 with Adjustments	\$ 1,579,755	\$ 99,045	\$ 1,182,304	\$ 3,475,363	\$ 6,336,468
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**Total net available from all accounts**

[1] Balance forwarded estimated from prior year includes all unallocated funds, including unspent amounts from projects and budgeted administrative and professional expenses.

[2] State Match revenue is projected at 15%.

[3] Administrative expenses are limited by law to 5% of the total CPC budget and include primarily payroll costs, legal and other Coalition dues.

[4] Investment income included in revenue estimate for FY27, based on FY23-FY26 actual receipts.

Funding	Jolly Whaler \$945,000	BBJ #1 \$875,000	BBJ #2 \$1,625,000	Bates \$675,000
FY2006	\$17,115	\$65,000		
FY2007	\$98,174			
FY2008	\$96,208	\$89,280	\$157,953	
FY2009	\$94,160	\$86,530	\$153,278	
FY2010	\$91,885	\$84,405	\$149,665	\$5,000
FY2011	\$89,643	\$82,405	\$146,265	
FY2012	\$87,400	\$80,280	\$142,653	\$61,058
FY2013	\$85,125	\$78,155	\$134,040	\$59,308
FY2014	\$82,688	\$76,155	\$130,840	\$57,908
FY2015	\$80,169	\$74,030	\$127,440	\$56,508
FY2016	\$72,825	\$71,530	\$123,440	\$55,458
FY2017	\$70,575	\$69,030	\$119,440	\$54,408
FY2018	\$68,325	\$66,530	\$115,440	\$53,445
FY2019	\$66,000	\$64,405	\$112,040	\$52,483
FY2020	\$63,600	\$62,280	\$108,640	\$51,433
FY2021	\$61,200	\$55,080	\$105,120	\$50,295
FY2022		\$53,100	\$101,600	\$48,983
FY2023		\$51,075	\$98,000	\$47,583
FY2024		\$49,050	\$94,400	\$46,183
FY2025		\$47,025	\$90,800	\$44,783
FY2026			\$87,200	\$43,313
FY2027			\$83,600	\$36,825
FY2028				\$35,513
FY 2029				\$34,163
FY 2030				\$32,813
FY 2031				\$31,425
FY 2032				
FY 2033				
FY 2034				
<b>Total Payments</b>	<b>\$1,225,090</b>	<b>\$1,305,345</b>	<b>\$2,381,854</b>	<b>\$958,880</b>
<b>Total Interest</b>	<b>\$280,090</b>	<b>\$430,345</b>	<b>\$756,854</b>	<b>\$283,880</b>

**COMMUNITY PRESERVATION ACT FUNDING (Annual Town Meeting)**

**ARTICLE NO: x** To see if the Town will vote to act on the report of the Community Preservation Committee (CPC) on the Fiscal Year 2027 Community Preservation Budget and to appropriate or reserve for later appropriation monies from the Community Preservation Fund annual revenues or available funds for the administrative and operating expenses of the Community Preservation Committee, the undertaking of Community Preservation Projects and all other necessary and proper expenses for the year, with each item considered a separate appropriation to be spent by the Community Preservation Committee, all as set forth below:

<u>Estimated revenues</u>	<u>FY27</u>
a. Estimated FY27 tax surcharge	\$1,400,000
b. Estimated FY27 state contribution (15%)	\$ 209,446
c. Estimated FY27 Investment Income	<u>\$ 80,000</u>
d. FY27 Estimated Total:	\$1,689,446

<u>FY27 Appropriations and Allocations</u>		
a. Historic Preservation Reserve appropriation	(10%)	\$168,945
b. Community Housing Reserve appropriation	(10%)	\$168,945
c. Open Space/Recreation Reserve appropriation	(10%)	\$168,945
d. Budgeted Reserve	(65%)	\$1,098,140
e. Administrative Expense (Budgeted Reserve)	( 5%)	\$ 84,471
f. Community Housing Reserve		\$231,055
f. Undesignated Fund Balance		<u>\$275,000</u>
h. TOTAL		\$2,195,501

	<i>Purpose</i>	<i>Item</i>	<i>Funding Source(s)</i>	<i>Amount</i>
<b>1</b>	<b>Historic Preservation</b>			
	a. Designated reserves for Historic Preservation	Transfer to reserve from estimated annual revenues in accordance with G.L. c.44B, §6	Fiscal Year 2027 CPA estimated annual revenues	\$168,945
<b>Sub-total</b>				<b>\$168,945</b>

<b>2</b>	<b>Community Housing</b>			
	a. Brewster Affordable Housing Trust (BAHT) – BAHT Housing Opportunity Fund	Inclusive general request for BAHT funding that can be used for CPA-eligible community housing initiatives	\$168,945 from Fiscal Year 2027 CPA estimated revenues, \$231,055 from Community Housing Reserve and \$150,000 from Undesignated Fund Balance CPA Reserves	\$550,000
<b>Sub-total</b>				<b>\$550,000</b>

<b>3</b>	<b>Open Space and Recreation</b>			
	a. Community Preservation Bonded Debt Service	Payment of debt principal and interest for the BBJ Property, and Bates Property bonds	\$120,425 from Fiscal Year 2027 CPA estimated annual revenues	\$120,425
	b. Designated reserves for Open Space/Recreation	Transfer to reserve from estimated annual revenues in accordance with G.L. c.44B, §6	Fiscal Year 2027 CPA estimated annual revenues	\$48,520
	<b>Sub-total</b>			<b>\$168,945</b>

<b>4</b>	<b>Budgeted Reserve</b>			
	a. Administration Expense	Administration and operating expenses for Community Preservation Committee	Fiscal Year 2027 CPA estimated annual revenues	\$84,471
	b. Designated for Budgeted Reserve	Transfer to reserve from estimated annual revenues in accordance with G.L. c.44B, §6	Fiscal Year 2027 CPA estimated annual revenues	\$1,098,140
	<b>Sub-total</b>			<b>\$1,182,611</b>

<b>5</b>	<b>Undesignated Fund Balance</b>			
	a. Community Development Partnership (CDP)	2 Years of funding for Lower Cape Housing Institute (LCHI)	\$20,000 from Undesignated Fund Balance CPA reserves	\$20,000
	b. Housing Assistance Corporation	Assistance Resource Center in Hyannis, MA	\$105,000 from Undesignated Fund Balance CPA reserves	\$105,000
	<b>Sub-total</b>			<b>\$125,000</b>
	<b>Grand Total</b>			<b>\$2,195,501</b>

For Fiscal Year 2027 Community Preservation purposes, each item is considered a separate appropriation to be spent by the Community Preservation Committee; provided however, that the above expenditures may be conditional on the grant or acceptance of appropriate historic preservation restrictions for historic resources, open space restrictions for open space reserves, and housing restrictions for community housing, running in favor of an entity authorized by the Commonwealth to hold such restrictions for such expenditures, meeting the requirements of G.L. c.184 and G.L. c.44B, Section 12, and to authorize the Board of Selectmen to convey or accept such restrictions;

And further, any revenues received in excess of the estimated receipts are transferred to their respective reserve fund balance(s) for future appropriation using the allocation formula of 10% Open Space/Recreation, 10% Housing, 10% Historical and 70% for Budgeted Reserve for CPA.

Or to take any other action relative thereto.

(Community Preservation Committee)

(Majority Vote Required)

COMMENT

In May of 2005, Brewster voters approved a ballot question which allowed for the adoption of the modified Community Preservation Act (CPA). The act appropriates a 3% surcharge on the town's real estate tax revenues, which are reserved in a special fund in order to finance projects and programs for the purposes of preservation of open space, recreation, community housing, and historic preservation. Brewster is also eligible to receive up to 100% in matching funds from the State, although we anticipate a reduced reimbursement rate from the State for Fiscal Year 2027, which is projected at 15%. Investment income from CPA reserves is estimated at \$80,000 for FY27. In Fall 2022 Brewster adopted, through a local bylaw, a distribution schedule for the annual CPA funds beginning in FY24 as follows: 10% of the funds for open space and recreation, 10% for community housing, 10% for historic preservation, and the 70% undesignated reserve balance is available for any CPA eligible project. The 2022 bylaw also established a non-binding 2023-2027 Target Allocation Policy as follows: 30% for Open Space, 30% for community housing, 10% historic preservation, 10% recreation, and 20% for any CPA eligible project.

At the beginning of FY26, Reserve balances were as follows:

Historic Preservation	\$1,050,511
Community Housing	\$ 366,252
Open Space and Recreation	\$1,788,900
Undesignated Reserve	\$2,511,207

**1. Historic Preservation:**

**a. Designated for Budgeted Reserve** – This item transfers money from FY27 estimated annual revenues to the Historic Preservation budgeted reserve for future appropriation to meet the minimum 10% statutory allocation.

**2. Community Housing:**

**a. Brewster Affordable Housing Trust (BAHT) – BAHT Housing Opportunity Fund (HOF)** – This item is an inclusive general request for BAHT funding that can be used for any CPA-eligible housing initiatives. The HOF will reduce the repetitive, time-consuming nature of multiple Housing Trust applications to the CPC such as current CPA-funded initiatives like Preservation of Subsidized Housing Inventory (SHI) homes, the Brewster Rental Assistance Program, the Affordable Buydown Program, and Housing Coordinator salary. Funds will also be used to support the Barnstable Regional Housing Services, the upcoming update to the Housing Production Plan and the creation of a Housing Fund to prepare for the purchase of Brewster land on the open market for low-to moderate income housing (up to 100% of Area Median Income). An annual allocation to the Trust is a

03/12/2026

common practice across the Commonwealth and has been vetted through legal counsel. The annual allocation streamlines the funding allocation process as well as provides the BAHT greater flexibility and ability to be responsive to emerging needs.

CPC Request: \$ 550,000

CPC Vote: 8-0-0

### **3. Open Space and Recreation:**

**a. Community Preservation Bonded Debt Service-** This item pays for the \$120,425 in FY 2027 principal and interest on 2 CPA (BBJ 2 and Bates) open space acquisitions that were financed via long term bonding.

**b. Designated for Budgeted Reserve –** This item transfers money from FY27 estimated annual revenues to the Open Space/Recreation budgeted reserve for future appropriation to meet the minimum 10% statutory allocation.

### **4. Reserves for Community Preservation:**

**a. Administrative Expense-** This item will fund the costs associated with general administrative and operating expenses, including but not limited to legal and other professional consulting services, related to carrying out the operations of the Community Preservation Committee. The Community Preservation Act allows up to 5 % of expected annual revenues for this purpose.

**b. Designated for Budgeted Reserve -** This item transfers money from FY27 estimated annual revenues to the Budgeted Reserve for future appropriation to meet the minimum statutory allocation.

### **5. Undesignated Balance/CPA Reserves:**

**a. Community Development Partnership (CDP) - Lower Cape Housing Institute (LCHI) -** The LCHI is one of three components of the CDP's Lower Cape Community Housing Partnership (LCCHP). The LCCHP harnesses the urgency to address the deepening housing crisis by providing opportunities for business owners, low-moderate income households, historically marginalized communities and year-round residents to advocate for housing production and related policies at annual town meetings. Since 2017, the CDP has offered an annual Lower Cape Housing Institute to educate at least 40 local elected and appointed officials per year, from the eight towns on the lower Cape, including the town of Brewster. Over the past six years, 482 Lower and Outer Cape officials have attended the LCHI, including 70 from Brewster. The LCHI helps overcome many of the barriers to developing more affordable housing in the region in order to meet the housing needs of working families. Through quality training, peer-to-peer learning and technical assistance, the LCHI builds municipal capacity to address the housing needs of Brewster residents. This request will fund 2026 and 2027 LCHI.

Total (2 year) project cost: \$307,548

Amount requested: \$20,000

CPC vote: 7-0-0

**b. Housing Assistance Corporation (HAC)– Assistance Resource Center.** HAC will use this grant to support the new Assistance Resource Center (ARC) which will serve as the region’s emergency shelter for homeless individuals on Cape Cod and the Islands. The Brewster CPC funds will go directly towards the renovation of 480 West Main Street in Hyannis, a building which previously served as offices for HAC. The project will modernize the building to include 50 beds where homeless individuals will have a safe place to stay every night of the year; five of these beds will be reserved for medical respite. The facility will also include a kitchen to prepare meals for individuals; a common room to conduct day program activities; and offices where staff can meet shelter clients. ARC, a partnership between HAC and Catholic Charities of the Diocese of Fall River, will offer a single point of entry for the region’s most vulnerable, connecting them to medical and behavioral health services, social services, case management, a structured day program and referral services needed to move them into safe stable housing. No CPA funds will be used for shelter programming, operations, staffing, or services provided by Catholic Charities or any other entity. HAC is seeking funding from every CPC on the Cape to undertake this renovation project. This \$105,000 request will fund a \$100,000 award, with \$5,000 set-aside to be used for CPC legal expenses related to the award administration.

Total project cost: \$4,800,000

Funding requested: \$105,000

CPC vote: 6-0-0

Faythe:

I hope you're doing well. Happy almost Springtime.

Construction of FORWARD at the Rock PHASE II continues at a fast pace, with insulation now being installed and sheetrocking starting within the next few weeks. However, due to the January snowstorm, February blizzard, and delays getting the main electrical service hooked up, we have moved the projected completion and certificate of occupancy from mid-June to mid-July of this year. I have attached our latest progress reports.

Therefore, we would like to request a change in the completion deadline in Section 9 of our agreement, from **June 30, 2026**, to **December 30, 2026**. We are optimistic that we will be requisitioning our Brewster funding within the next month or two, but out of an abundance of caution, we thought we should make this request. Is there a special form I should use for this request, or will this email suffice?

Thanks so much for your support and understanding. Best wishes, David

David B. Kaplan, Executive Director  
FORWARD - Friends Or Relatives With Autism & Related Disabilities  
PO Box 1174, S. Dennis, MA 02660  
Cell: 508-397-6924, [dkaplan@go-forward.org](mailto:dkaplan@go-forward.org), [www.go-forward.org](http://www.go-forward.org)

## Lender Advisor Construction Period Report #8

GC Application for Payment #8  
GC AFP Percent requested: 65%  
GC Work period to: 2/27/2026

### F.O.R.W.A.R.D. at the Rock Phase II 131 Hokum Rock Rd Dennis MA 02638

Project: New 8,848 SF building with eight dwelling units, common space and related site improvements.

Developer: Friends Or Relatives With Autism and Related Disabilities, Inc.  
c/o Kathy Ohman  
P.O. Box 1174  
So. Dennis, MA 02660

Contractor: Cape Associates  
345 Massasoit Road  
Eastham, MA 02642

Architect: Union Studio Architecture & Community Design, Inc.  
160 Mathewson St., Suite 201  
Providence, RI 02903

Inspection date: March 5, 2026  
Inspection time: 1:00 pm  
Attending: Dan Brainerd, StepONE

Documents received: March 17, 2026  
Report date: March 20, 2026



Photo 8.0. Substantial progress this period on rough plumbing, fire protection, mechanical and electrical.

*Note: The report has been prepared for the sole use of the report recipients identified in the Lender Advisor Agreement. Use by any other parties constitutes use without permission and no reliance shall be assumed. The intent of StepONE reports is to identify items of interest to lenders. StepONE reports are not intended to be a complete meeting record. For this report, one site visit was conducted and the scope of work included in an Application for Payment was reviewed.*

## **REPORT CONTENTS**

### **General Project Information**

- A. Executive Summary**
  - B. Schedule**
  - C. Contract Modifications**
  - D. Requisition Review**
  - E. Site Observations**
  - F. Photographs**
  - G. Construction / Administrative Open Issues Tracking**
  - H. Other Discussion / Observations (Non-tracked)**
- 



Representation of the proposed project. Image provided by architect.

## Project Information

1. Summary

One building and site improvements on one parcel.  
Eight dwelling units, common areas and service space.  
Footprint: 6,158 SF  
Total GSF: 8,848 SF (Includes all units, common space and basement)

Site: 4.62 acres leased on a 15.18 acre site. Includes a portion already developed by Phase I.  
100' +/- Low Elevation / 124' High Elevation (24' relief +/-) on the building parcel.

Structure: Type VB.  
One story  
+/- 23 feet above main entry grade, +/- 32 feet above walkout basement grade.

Use Group: R-2 Residential  
B (Business). Staff Office.  
A-3 (Assembly). Common Room.  
S-2 (Storage). Basement and first floor.

Accessibility Site and common areas required to meet accessibility.  
The units are designed to meet MA AAB Group 2 requirements. Note, the units are not required to be Group 2 accessible due to the small number of units.  
All at-grade units are required to be Group 1 and visitable.
2. Contract

AIA A101, 2017; Stipulated sum

Date of Commencement: Notice to Proceed effective July 22, 2025  
Note: Early site work performed under a separate contract.

Substantial Completion date: June 17, 2026, equal to NTP date plus 330 calendar days

Initial contract sum: \$3,523,617.00

Initial total Contingency budget: \$320,767, approximately 9.1%

Retainage: 5% without any exceptions.

CO Markup: 10% inclusive of all overhead, profit, insurance and bond.

Liquidated Damages: \$500 per calendar day

Early Completion Bonus: None

Minority Participation: MBE and Section 3

Wage Rates: Not applicable
3. Special funding sources:

Construction loan - Cape Cod Cooperative Bank  
Construction to bridge delayed funds  
State earmark  
CPC - Towns of Falmouth, Harwich, Eastham, Provincetown, Wellfleet,  
Truro, Bourne, Chatham, Yarmouth, Barnstable, Brewster, Dennis,  
Orleans, Sandwich  
HTF - Town of Dennis  
ARPA - Barnstable County  
MRVP (Massachusetts Rental Voucher Program)  
Earmark - Commonwealth of Massachusetts  
FCF - CEDAC

**A. Executive Summary**

A.1. Schedule

- a. Construction has continued. The schedule has been formally extended due to an electric utility service delay. There have been significant snowfalls and power outages but the team has not yet proposed a formal time extension change order. Expectations set in the current schedule are reasonable.
- b. The team has not identified any critical path items.

A.2. Costs and Budget

- a. There is one new change order included this period.
- b. The team is tracking estimated cost changes.
- c. Estimated use of construction contingency is reasonable for the current stage of the project. StepONE advises the developer consider elective changes.
- d. See Section C of this report for more information.

A.3. Construction Quality

- a. The work is continuing quickly and quality is generally good.

A.4. General observations. Other

- a. The project team has been promptly addressing issues as they arise.

A.5. Payment: StepONE recommends payment of the requested amount upon:

- a. Funder review and acceptance of lien waivers.

**B. Schedule**

B.1.

<b>Schedule Analysis Form</b>
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Contract Construction Duration Original	330	Days	Calendar
Time extension by Change Order	30	Days	
Contract Construction Duration Current	360	Days	
Date of Commencement	7/22/2025		
Substantial Completion Date, Original	6/17/2026		NTP date plus duration
Substantial Completion Date, Current	7/17/2026		No time extension change orders
GC estimated date of completion	7/17/2026		Per current schedule
StepONE estimated date of completion	7/17/2026		See notes below

Item	Milestone Dates			Status	Milestone Complete?	
	Baseline 7/29/2025	Previous Sched. date– 2/3/2026	Current Sched. date - 3/2/2026	On Track?	Yes	No
Mobilization	7/18/2025	7/22/2025	7/22/2025		Yes	
Foundation & backfilling	8/21/2025	8/28/2025	8/28/2025		Yes	
Utilities, Septic	9/18/2025	10/9/2025	10/9/2025		Yes	
Paving binder	10/1/2025	11/7/2025	11/7/2025		Yes	
Slab	9/18/2025	11/6/2025	11/6/2025		Yes	
Framing & Sheathing	9/25/2025	10/23/2025	10/23/2025		Yes	
Roof, window, door	10/23/2025	12/4/2025	12/4/2025		Yes	
Rough MEP	12/11/2025	2/19/2026	3/19/2026	Yes		
Insulation	1/5/2026	3/12/2026	4/9/2026	Yes		
Sheetrock	2/2/2026	4/2/2026	4/30/2026	Yes		
Interior finishes	4/20/2026	6/4/2026	7/9/2026	Yes		
Site completion	4/20/2026	6/4/2026	7/9/2026	Yes		
Inspections	5/11/2026	6/11/2026	7/16/2026	Yes		
Occupancy	6/16/2026	6/17/2026	7/17/2026	Yes *		

\* See notes below

- B.2. The overall schedule is dated 3/2/2026. A predicted Substantial Completion date is not shown, but the predicted "Occupancy" date of 7/17/2026 is the same as the 7/17/2026 Substantial Completion date. Note that the Substantial Completion date has been modified by change order due to an electric service provider delay. There have been significant weather events that have delayed work due to deep snow and regional power outages but there has not yet been any proposed formal schedule change. There are no other currently anticipated time extension requests.
- B.3. The submittal and review process and the RFI process have been running smoothly. There are no known schedule delays due to these processes.
- B.4. A Change Request Log does not show any schedule impact from proposed scope changes. StepONE has requested that any schedule related information be shown in addition to the cost information.
- B.5. Multiple items have extended their expected completion date, but the overall completion date is still possible. Continuing the currently well managed construction administration process is critical for an on-time completion. Delays in this process or unexpected procurement issues have the potential to delay the overall project.

**C. Contract Modifications**

StepONE review and analysis of Contract Modifications is based on the developer-supplied information regarding the hard cost construction contingency. If there have been budgetary changes in the contingency line item, the developer should contact StepONE with information about that change

C.1. Previous approved Change Order items:

Change Order #	Description	Cost Change	Schedule Change (days)
1	PCO 1	\$15,640.00	0
2	PCO's 13, 14, 15, 16, 17, 18, 19	\$14,021.00	0
3	PCO's 20, 21, 22, 23	\$41,119.00	0
Total Prior Approved CO		\$70,780.00	0

C.2. New approved Change Order items:

Change Order #	PCO #	Description	Cost Change	Schedule Change (days)
4	3	Finish Common Kitchen (Contracted Add Alternate #3)	\$26,533.00	0
	24	Electrical Service scope changes for adding a 10 meter bank	\$14,323.00	0
	25	Misc lighting and power revisions	\$10,206.00	0
	26	Security Camera System	\$6,538.00	0
	27	Security Alarm System	\$2,743.00	0
	28	Replace window at Office with entry door	\$3,886.00	0
	29	Add door at Common Entry/Common Room	\$894.00	0
	30	No cost time extension due to electrical service delays	\$0.00	30
	31	Delete Phase 1 stone path restoration from scope	(\$5,750.00)	0
Total			\$59,373.00	30

C.3. Approved CO Summary:

Change Order #	Cost Change	Schedule Change (days)
Previous (CO's 1-3)	\$70,780.00	0
Current (CO 4)	\$59,373.00	0
Total	\$130,153.00	0

C.4. Proposed Change Orders under review:

PCO #	Description	Proposed Cost Change	Proposed Schedule Change
4	Alt #4 - Gazebo	\$17,250.00	
7	C3 - Concrete pad for Gazebo	\$4,370.00	
8	C4 - Concrete pads for benches	\$2,300.00	
9	C5 - Shed	\$5,750.00	
11	C8 & C10 - ADA accessible ramps	\$5,635.00	
12	C9 - Crosswalk striping	\$805.00	
Subtotal PCO's		\$36,110.00	

C.6. Items tracked by StepONE:

	Description	Proposed Cost Change	Proposed Schedule Change
X1	BDA system installation as determined through testing. Placeholder. Assumption is the small building will not require a BDA system.		
	Subtotal X item's		

C.7. Allowances: Any changes are tracked as PCO or "X" StepONE items above.

1	Landscaping - Partially used	\$64,000
---	------------------------------	----------

C.8. Estimated Total Contract Changes (in \$1,000's):

Previous approved Change Order items	\$71 K	
New approved Change Order items:	\$59 K	
Change Requests under review:	\$36 K	See comments below.
Items tracked by StepONE:	\$0 K	
Total	\$166 K	

C.9. Summary:

Original contract amount	\$3,523,617	
Initial contingency amount	\$320,767	
Revised contingency total reported by developer		No change reported
Projected contingency use	\$166 K	See comments below
Projected remainder of contingency for future use	\$155 K	
Total projected % of contingency use	52%	

- C.10. StepONE carried estimates for items projected in the pre-closing review. These items have been captured in the lists above and adjusted.
- C.11. StepONE has reviewed Change Order #4. The net cost change is appropriate.
- C.12. The current list of PCO's contains only pre-priced items. There are no scope documents to review.
- C.13. All alternates in the contract are tracked in the PCO log.
- C.14. The current construction contingency analysis projects approximately 52% of the construction contingency budget will be used. This is reasonable for the current stage of the work considering the major uncertainties have been resolved. StepONE advises the development team consider elective Change Orders.

**D. Requisition Review**

D.1. Summary:

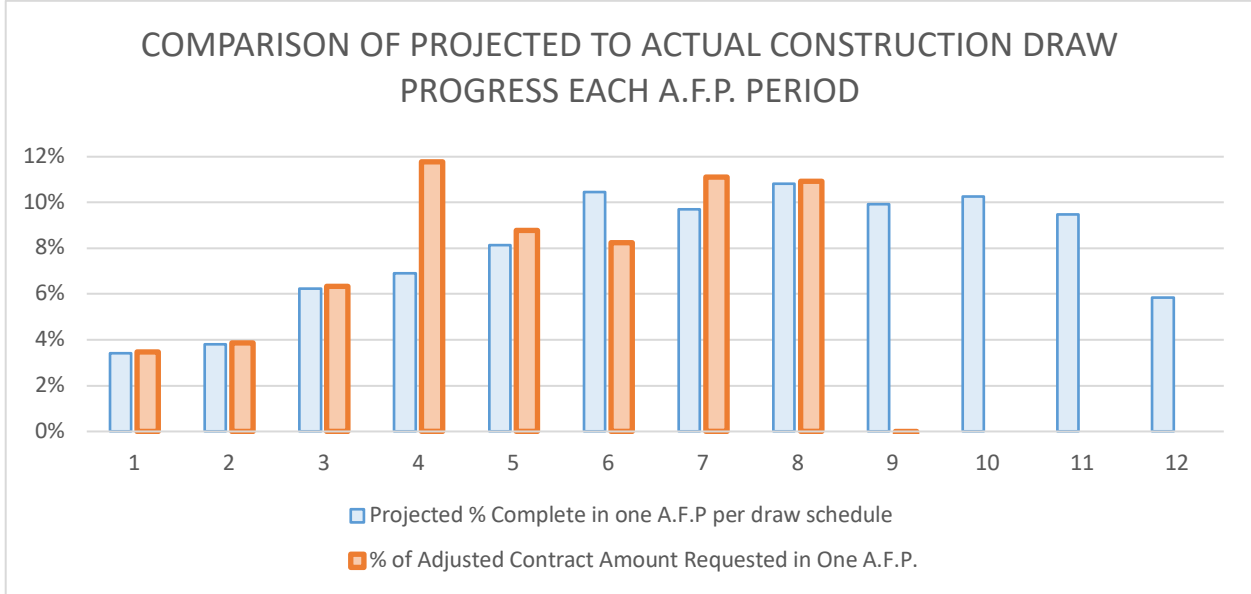
Application for Payment #:	8	
AFP date (Period to):	2/28/2026	
Original Contract Sum:	\$ 3,523,617.00	
Net change by Change Orders	\$ 130,148.00	
Contract sum to date:	\$ 3,653,765.00	
Total completed and stored to date:	\$ 2,357,228.15	
Retainage:	\$ 117,861.44	5%
Total earned less Retainage:	\$ 2,239,366.71	
Less previous Certificates for Payment:	\$ 1,860,087.29	
Current payment requested:	\$ 379,279.42	
Balance to finish, including Retainage:	\$ 1,414,398.29	
Percent requested this AFP:	11%	
Percent requested - Total:	65%	

D.2. Line items (pre-retainage deduction)

Item	Request this period (Rounded to nearest thousand)	Total percent complete
General Conditions	\$27 K	64%
Exterior Carpentry	\$16 K	90%
Siding	\$5 K	90%
Fire Protection - Rough	\$13 K	80%
HVAC - Rough	\$82 K	90%
Plumbing - Rough	\$20 K	90%
Electrical – Rough	\$230 K	80%
Change Orders	\$7 K	19%

- D.3. The General Conditions line item requests payment this period at 64%, close to the overall percentage request of 65%. StepONE requests this line item be broken down further in future applications for payment and future applications continue to request payment for general conditions in proportion to the overall amount complete.
- D.4. See Section C for Change Order scope review.
- D.5. StepONE has received a GC lien waiver. StepONE advises each funder review the document for compliance with each funder's standards.
- D.6. StepONE has received subcontractor lien waiver documents. StepONE advises each funder review the documents for compliance with each funder's standards.
- D.7. Payment for off-site materials is not requested this pay period.
- D.8. Payment for deposits are not not requested this period.

- D.9. The project team is requesting 11% of the contract value (calculated before retainage is taken out) this period. Overall, 65% of the contract amount prior to retainage has been requested.
- D.10. An updated draw schedule was provided on 9/30/2025. A graph comparing the projected to actual construction draws indicates the actual total draw (65%) is above the projected (60%) total construction draw.



- D.11. The total requested completed and stored to date is appropriate and coincides with the observed progress on site. StepONE recommends payment of the requested amount upon:
  - a. Funder review and acceptance of lien waivers.

**E. Site Observations**

E.1. Summary:  
 Weather: Rain, occasional wind, snow covered grounds, 37 F  
 Personnel on site: 10

E.2. The construction progress chart shows the StepONE estimate of work installed for various aspects of the project. Estimates are made to the nearest 10%. Progress over the past month is in Red. Previous progress is in Blue. Note that the percentages represent work installed, and do not account for stored materials.

Construction Item	Percent Complete (Installed or Constructed)									
	10	20	30	40	50	60	70	80	90	100
Sitework	█	█	█	█	█	█	█	█	█	
Foundations	█	█	█	█	█	█	█	█	█	█
Framing & Sheathing	█	█	█	█	█	█	█	█	█	█
Roofing	█	█	█	█	█	█	█	█	█	█
Doors & Windows	█	█	█	█	█	█	█	█	█	█
MEP rough	█	█	█	█	█	█	█	█	█	█
Insulation										
Sheetrock	█	█	█							
Interior Carpentry										
Finishes										
MEP final										
Landscaping	█									

E.3. The most substantial work completed this period was exterior carpentry and rough MEP. Electric service and distribution were the largest scope area.

E.4. Additional observations in the photo section below.

**F. Photographs**



Photo 8.1. The exterior of the north wing is nearing completion.



Photo 8.2. Substantial progress has been made on MEP penetrations, sealing and exterior trim.



Photo 8.3. Outdoor condensing units, refrigerant lines and wall penetration progress.



Photo 8.4. Electric meter work has started, addressing an issue that had previously been a bottleneck preventing subsequent work.



Photo 8.5. The exterior of the east wing is nearing completion.



Photo 8.6. Typical east wing unit interior completion level. View from the living area towards the kitchen. Progress on all rough MEP trades.



Photo 8.7. Holes have been drilled for electrical wiring. Careful attention to air sealing will be needed prior to covering.



Photo 8.8. Typical east wing unit bathroom completion level. Progress on all rough MEP trades.



Photo 8.9. Typical east wing unit bedroom completion level. Progress on all rough MEP trades.



Photo 8.10. Example of thorough duct insulation and sealing.



Photo 8.11. Rough MEP work has started in the common restroom.



Photo 8.12. Rough plumbing has progressed in the basement.



Photo 8.13. Some rough MEP progress in the common kitchen, common room and office.



Photo 8.14. The wall and foundation of the office have been modified for the change from a window to a door.



Photo 8.15. Some air sealing work at wall penetrations. Spray foam used at the refrigerant lines to the left, and nothing yet at the electrical box to the right.



Photo 8.16. Typical north wing unit interior completion level. View from the living area towards the bathroom and bedroom with the kitchen to the left. Progress on all rough MEP trades, less than in the east wing.



Photo 8.17. North wing concrete slab has been cut to coordinate shower drainage.

**G. Construction / Administrative Open Issues Tracking:**

Items with a "0" prefix are carried over from the pre-closing project review. The status of items will be updated throughout the duration of the project as the development team addresses items. All items are expected to be addressed prior to Substantial Completion.

G0.04 Building design - Exterior. Previously resolved or deferred items removed for brevity.  
Pre-Closing D.2.m. Coordinate electrical meter location.  
2026.02.28 Change Order executed. Materials have been partially installed. RESOLVED.

G0.06 Building Systems - Fire Suppression and Protection. Resolved or deferred items removed for brevity.  
Pre-Closing E.2.i. BDA system test.  
2025.12.31 E.2.i. BDA test deferred.

No new items are currently being tracked in this section.

**H. Other Discussion / Observations (Non-tracked):**

- H.1. Security and safety. There have been no security concerns reported. At the time of the visit, the majority of the site perimeter was secured with fencing.
- H.2. Utilities. Status of each:
  - a. Electric. Multiple meters will be used. Partially installed.
  - b. Gas. No longer part of the project. Propane will be used at the generator.
  - c. Public water supply. No current concerns.
  - d. Waste water. No current concerns.
  - e. Site water. No current concerns.
  - d. Tel/Data. No report yet.
- H.3. Critical path items. The electrical utility process.
- H.4. Procurement. No issues reported by the GC.
- H.5. Third party testing. StepONE requested to be added to the distribution of any field reports or 3<sup>rd</sup> party testing reports. Information has been provided for site material, reinforcing steel and concrete. There are no concerns at this time.

End of Report

Report by Dan Brainerd (db@resolutionarchitects.com)

Distribution

Funders	Will Morgan, CEDAC	wmorgan@cedac.org
	Cassie Mann, CEDAC	cmann@cedac.org
	Sarah McKeever, CEDAC	smckeeper@cedac.org
	Chris Foley, Town of Dennis	cfoley1234@comcast.net
	Jillian Douglas, Town of Barnstable	affordablehousingtrust@town.barnstable.ma.us
	Jill Scalise, Town of Brewster	jscalise@brewster-ma.gov
	Joni Traficante, Cape Cod Cooperative Bank	jtraficante@capeandcoastbank.com
Development Team	David Kaplan, FORWARD	dkaplan@go-forward.org
	Emily Rothschild, Consultant	rothassoc@earthlink.net
StepONE, a division of Resolution Architects	Dan Brainerd	db@resolutionarchitects.com
	Randy Johnson	rj@resolutionarchitects.com

Attachments:

- Application for Payment Cover Sheet
- Lien waiver documents
- Change Order
- Change Proposal Log
- GC overall schedule

**TO (OWNER):** FORWARD  
c/o Kathy Ohman  
P.O. Box 1174  
So. Dennis, MA 02660

**PROJECT:** FORWARD-Phs2-FP-AIA-RMB-24  
131 Hokum Rock Road  
Dennis, MA 02638

**APPLICATION NO:** 8  
**PERIOD TO:** 2/27/2026

**DISTRIBUTION TO:**  
\_ OWNER  
\_ ARCHITECT  
\_ CONTRACTOR

**FROM (CONTRACTOR):** Cape Associates, Inc.  
P.O. Box 1858  
N. Eastham, MA 02651

**VIA (ARCHITECT):**

**ARCHITECT'S PROJECT NO:**

**CONTRACT FOR:** 131 Hokum Rock Road

**CONTRACT DATE:** 7/15/2025

**CONTRACTOR'S APPLICATION FOR PAYMENT**

Application is made for Payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Type Document is attached.

1. ORIGINAL CONTRACT SUM ..... \$ 3,523,617.00  
 2. Net Change by Change Orders ..... \$ 130,148.00  
 3. CONTRACT SUM TO DATE (Line 1 + 2)..... \$ 3,653,765.00  
 4. TOTAL COMPLETED AND STORED TO DATE ..... \$ 2,357,228.15  
 5. RETAINAGE:  
 a. 5.00 % of Completed Work ..... \$ 117,861.44  
 b. 0.00 % of Stored Material ..... \$ 0.00  
 Total retainage (Line 5a + 5b) ..... \$ 117,861.44  
 6. TOTAL EARNED LESS RETAINAGE ..... \$ 2,239,366.71  
 (Line 4 less Line 5 Total)  
 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT  
 (Line 6 from prior Certificate) ..... \$ 1,860,087.29  
 8. CURRENT PAYMENT DUE ..... \$ 379,279.42  
 9. BALANCE TO FINISH, INCLUDING RETAINAGE  
 (Line 3 less Line 6) ..... \$ 1,414,398.29

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	77,566.00	-6,791.00
Total approved this Month	65,123.00	-5,750.00
<b>TOTALS</b>	<b>142,689.00</b>	<b>-12,541.00</b>
NET CHANGES by Change Order	130,148.00	

The Undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the work covered by this application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the owner, and that current payment shown herein is now due.

CONTRACTOR: Cape Associates, Inc.  
P.O. Box 1858 N. Eastham, MA 02651

By: [Signature] Date: 3/5/26

State of: MASSACHUSETTS  
 County of: SARINSTABLE  
 Subscribed and Sworn to before me this 5th day of March 2026

Notary Public: Judith M. McGrady  
 My Commission Expires: March 06, 2029  
 [Notary Seal: JUDITH M. MCGRADY, NOTARY PUBLIC, Commonwealth of Massachusetts, My Comm. Expires March 06, 2029]

**ARCHITECT'S CERTIFICATE FOR PAYMENT**

In Accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... \$ 379,279.42

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT: [Signature]  
 By: [Signature] Date: 03/05/2026

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, Payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

**EXHIBIT J: CONTRACTOR'S PARTIAL WAIVER AND SUBORDINATION OF LIEN**

(To be submitted with each application for payment)

(M.G.L. c. 254, §32)

Application for Payment No. 8

OWNER: Friends Or Relatives With Autism & Related Disabilities - F.O.R.W.A.R.D., Inc.

CONTRACTOR Cape Associates, Inc.

PROJECT ADDRESS [Unit 2] of the Forward at the Rock Leasehold Condominium, 131 Hokum Rock Road, Dennis, Massachusetts

PROJECT [Unit 2] of the Forward at the Rock Leasehold Condominium

PARTICIPATING LENDERS/MORTGAGEE The Community Economic Development Assistance Corporation, the Town of Dennis, a municipal corporation duly organized under the laws of Massachusetts, acting by and through the Select Board, the Inhabitants of the Town of Barnstable, a Massachusetts municipal corporation known as the Town of Barnstable organized under a charter adopted pursuant to Mass. Const. Amend. Art. 89 § 3 on April 11, 1989 and the Town of Brewster, a municipal corporation duly organized under the laws of Massachusetts

1.	Original Contract Amount:	\$ <u>3,523,617.00</u>
2.	Approved Change Orders:	\$ <u>130,148.00</u>
3.	Adjusted Contract Amount (Line 1 plus Line 2):	\$ <u>3,653,765.00</u>
4.	Work Completed to Date:	\$ <u>2,357,228.15</u>
5.	Less Retainage:	(\$ <u>117,861.44</u> )
6.	Total Payable to Date (Line 4 less Line 5):	\$ <u>2,239,366.71</u>
7.	Less Previous Payments:	(\$ <u>1,860,087.29</u> )
8.	Current Amount Due (Line 6 less Line 7):	\$ <u>379,279.42</u>
	Pending Change Orders:	\$ _____
	Disputed Claims:	\$ _____

The undersigned Contractor, who has a contract with Owner for furnishing labor or materials, or both labor and materials, and/or rental equipment, appliances or tools for the erection, alteration, repair and/or removal of the building(s) and/or structure(s) or other improvement of real property known and identified as 131 Hokum Rock Road located in Dennis, Barnstable County, Massachusetts and owned by Owner, upon receipt of **Three hundred seventy nine two hundred seventy nine and 42/100 Dollars (\$379,279.42)** in payment of an invoice/requisition/application for payment dated 2/28/26 and does hereby:

(a) waive, release, discharge and relinquish any and all liens and claims or rights of lien on such real property for labor or materials, or both labor and materials, and/or rental equipment, appliances or tools, performed or furnished through the following date: 2/28/26 (the

"payment period"), except for retainage, unpaid agreed or pending change orders, and disputed claims as stated above; and

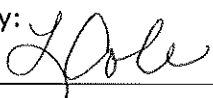
(b) subordinate any and all liens and claims or rights of lien to secure payment for such unpaid, agreed or pending change orders and disputed claims, and such further labor or materials, or both labor and materials, and/or rental equipment, appliances or tools, except for retainage, performed or furnished at any time through the twenty-fifth day after the end of the above payment period, to the extent of the amount actually advanced by the above lender/mortgagee through such twenty-fifth day.

The undersigned represents and warrants that is has paid in full each and every subcontractor, sub-subcontractor, laborer and labor and/or materials supplier with whom undersigned has dealt in connection with the Project and all taxes and benefits on account thereof and the undersigned agrees at its sole cost and expense to defend, indemnify and hold harmless the Owner against any and all claims made by such subcontractors, sub-subcontractors, laborers and labor and/or material suppliers or third parties arising out of or in any way related to the Project.

The undersigned individual represents and warrants that he/she is the duly authorized representative of the Contractor, empowered and authorized to execute and deliver this document on behalf of the Contractor and that this document shall be binding upon the undersigned.

Signed under seal and under the penalties of perjury this 5th day of March, 2026.

CAPE ASSOCIATES, INC.:

By: 

Name: Lindsay Cole

Title: Vice President

Hereunto duly authorized

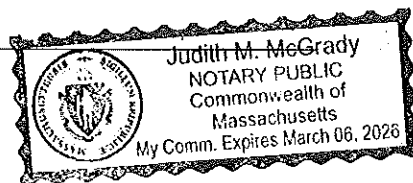
COMMONWEALTH OF MASSACHUSETTS


Barnstable County, ss.

On this 5th day of March, 2026, before me, the undersigned notary public, personally appeared Lindsay Cole, proved to me through satisfactory evidence of identification, which was (a current driver's license) (a current U.S. passport) (my personal knowledge of the identity of the principal), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily, as a Vice President of Cape Associates, Inc., for its stated purpose as the voluntary act of Cape Associates, Inc.

Notary Public

My commission expires:



  
3/6/26

Project Name:		FORWARD at the Rock Phase 2									
Contractor:		Cape Associates, Inc.									
Prepared By:		Rich Bryant									
Period Ending	Trade	Sub-Contractor Name	Sub Req #	Amount of Contract + Change Orders	Amount Completed & Stored to Date	Total Retainage Held	Less Previous Payment	Current Amount Due	Len Release?		
Req. Date: 7/31/25	Concrete	Capital Concrete, LLC	1	\$126,406.90	\$37,922.07	\$0.00	\$0.00	\$37,922.07	Y		
GC Req. #1	Excavation	Sweeney Excavation Corp	1	\$243,900.29	\$4,864.04	\$0.00	\$0.00	\$4,864.04	Y		
	Landscaping	Coy's Brook Landscaping	1	\$5,046.00	\$5,046.00	\$0.00	\$0.00	\$5,046.00	Y		
Req. Date: 8/28/25	Waterproofing	Keyes	1	\$2,606.10	\$2,606.10	\$0.00	\$2,606.10	\$0.00	Y		
GC Req. #2	Concrete	Capital Concrete, LLC	2	\$126,406.90	\$59,059.40	\$0.00	\$0.00	\$59,059.40	Y		
Req. Date: 9/30/25	Framing	Windward Construction	1	\$191,404.00	\$30,000.00	\$0.00	\$0.00	\$30,000.00	Y		
GC Req. #3	Plumbing	North River Plumbing	1	\$171,740.00	\$85,255.00	\$0.00	\$0.00	\$85,255.00	Y		
Req. Date: 10/27/25	Concrete	Capital Concrete, LLC	3	\$126,406.90	\$107,548.97	\$0.00	\$97,017.47	\$10,531.50	Y		
GC Req. #4	Excavation	Sweeney Excavation Corp	3	\$243,900.29	\$84,702.76	\$0.00	\$4,864.04	\$79,838.72	Y		
	Framing	Windward Construction	4	\$191,404.00	\$80,000.00	\$0.00	\$50,000.00	\$30,000.00	Y		
Req. Date: 12/1/25	Concrete	Capital Concrete, LLC	4	\$126,406.90	\$126,406.90	\$0.00	\$121,590.95	\$4,815.95	Y		
GC Req. #5	Excavation	Sweeney Excavation Corp	4	\$202,939.56	\$132,234.44	\$0.00	\$84,702.76	\$47,531.68	Y		
	Framing	Windward Construction	5	\$191,404.00	\$130,650.00	\$0.00	\$112,650.00	\$18,000.00	Y		
Req. Date: 1/2/26	Plumbing	North River Plumbing	2	\$171,740.00	\$103,145.00	\$0.00	\$85,255.00	\$17,890.00	Y		
GC Req. #6	Excavation	Sweeney Excavation Corp	5	\$207,224.56	\$148,245.13	\$0.00	\$132,234.44	\$16,010.69	Y		
	Framing	Windward Construction	6	\$191,404.00	\$165,650.00	\$0.00	\$150,650.00	\$15,000.00	Y		
	Fire Suppression	Mass Fire Protection	1	\$42,950.00	\$8,950.00	\$0.00	\$0.00	\$8,950.00	Y		
Req. Date: 1/29/26	Plumbing	North River Plumbing	3	\$171,740.00	\$162,145.00	\$0.00	\$103,145.00	\$59,000.00	Y		
GC Req. #7	Excavation	Sweeney Excavation Corp	6	\$208,079.75	\$149,100.32	\$0.00	\$132,234.44	\$16,865.88	Y		
	Framing	Windward Construction	7	\$196,404.00	\$180,650.00	\$0.00	\$180,650.00	\$0.00	Y		
	Fire Suppression	Mass Fire Protection	2	\$42,950.00	\$17,288.00	\$0.00	\$8,950.00	\$8,338.00	Y		
Req. Date: 3/1/26	Electrical	JR Otis	2	\$341,216.00	\$152,886.00	\$0.00	\$40,000.00	\$112,886.00	Y		
GC Req. #8	Division 10	Earth Safe Inc	1	\$21,832.00	\$3,809.00	\$1,091.60	\$0.00	\$2,717.40	Y		
	Framing	Windward Construction	8	\$196,404.00	\$191,700.00	\$0.00	\$190,750.00	\$950.00	Y		
	GEM	HVAC	1	\$252,825.00	\$164,195.00	\$0.00	\$0.00	\$164,195.00	Y		

**PARTIAL LIEN WAIVER — SUBCONTRACTOR OR SUPPLIER WHO DOES NOT HAVE A DIRECT CONTRACT WITH THE OWNER**

(To be submitted with each application for payment)

Application for Payment No. 2

OWNER: Friends Or Relatives With Autism & Related Disabilities - F.O.R.W.A.R.D., Inc.

CONTRACTOR Cape Associates, Inc.

PROJECT ADDRESS [Unit 2] of the Forward at the Rock Leasehold Condominium, 131 Hokum Rock Road, Dennis, Massachusetts

PROJECT [Unit 2] of the Forward at the Rock Leasehold Condominium

SUBCONTRACTOR AND/OR

SUPPLIER: JR Otis Electrical Corp

1.	Original Contract Amount:	\$ <u>320,705</u>
2.	Approved Change Orders:	\$ <u>20,511</u>
3.	Adjusted Contract Amount (Line 1 plus Line 2):	\$ <u>341,216</u>
4.	Work Completed to Date:	\$ <u>152,886</u>
5.	Less Retainage:	(\$ <u>0</u> )
6.	Total Payable to Date (Line 4 less Line 5):	\$ <u>152,886</u>
7.	Less Previous Payments:	(\$ <u>40,000</u> )
8.	Current Amount Due (Line 6 less Line 7):	\$ <u>112,886</u>
	Pending Change Orders:	\$ <u>0</u>
	Disputed Claims:	\$ <u>0</u>

In consideration of all past payments received from the Contractor and/or the Owner in connection with the Project, the undersigned acknowledges and agrees that it has been paid all sums shown above as previously paid for labor, materials and/or rental equipment, appliances or tools for the erection, alteration, repair and/or removal of the building(s) and/or structure(s) or other improvement of real property known and identified as 131 Hokum Rock Road located in Dennis, Barnstable County, Massachusetts and owned by Owner, furnished by the undersigned to or in connection with the Project and the undersigned hereby releases, discharges, relinquishes and waives any and all liens, claims or rights of lien under the statutes of the Commonwealth of Massachusetts with respect to the Owner, the Project and/or against the Owner on account of any labor, materials and/or rental equipment, appliances or tools previously furnished and paid for as shown above.

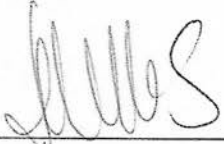
The undersigned represents and warrants that it has paid in full (or will pay in full with the payment received in connection herewith) each and every sub-subcontractor, laborer and labor and/or material

supplier with whom the undersigned has dealt in connection with the Project and all taxes and benefit payments on account thereof and the undersigned agrees at its sole cost and expense to defend, indemnify and hold harmless the Contractor and Owner against any claims, demands, suits, disputes, damages, costs, expenses (including attorneys' fees), liens and/or claims of lien made by such sub-subcontractors, laborers and labor and/or material suppliers arising out of or in any way related to the Project.

The undersigned individual represents and warrants that he/she is the duly authorized representative of the Subcontractor/Supplier, empowered and authorized to execute and deliver this document on behalf of the Subcontractor/Supplier and that this document shall be binding upon the undersigned.

Signed under seal and under the penalties of perjury as of this 9 day of March, 2020.

SUBCONTRACTOR:

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

Name: Jesse Otis

Title: President, JR Ohio Electric

Hereunto duly authorized

Submitted with General Contractor's Application for Payment No. 8

**PARTIAL LIEN WAIVER — SUBCONTRACTOR OR SUPPLIER WHO DOES NOT HAVE A DIRECT CONTRACT WITH THE OWNER**

(To be submitted with each application for payment)

Application for Payment No. 1

OWNER: Friends Or Relatives With Autism & Related Disabilities - F.O.R.W.A.R.D., Inc.

CONTRACTOR Cape Associates, Inc.

PROJECT ADDRESS [Unit 2] of the Forward at the Rock Leasehold Condominium, 131 Hokum Rock Road, Dennis, Massachusetts

PROJECT [Unit 2] of the Forward at the Rock Leasehold Condominium

SUBCONTRACTOR AND/OR

SUPPLIER: Earth Safe, Inc

1.	Original Contract Amount:	\$ <u>21,339</u>
2.	Approved Change Orders:	\$ <u>493</u>
3.	Adjusted Contract Amount (Line 1 plus Line 2):	\$ <u>21,832</u>
4.	Work Completed to Date:	\$ <u>3,809</u>
5.	Less Retainage:	(\$ <u>1091.6</u> )
6.	Total Payable to Date (Line 4 less Line 5):	\$ <u>2,717.4</u>
7.	Less Previous Payments:	(\$ <u>0</u> )
8.	Current Amount Due (Line 6 less Line 7):	\$ <u>2,717.4</u>
	Pending Change Orders:	\$ <u>0</u>
	Disputed Claims:	\$ <u>0</u>

In consideration of all past payments received from the Contractor and/or the Owner in connection with the Project, the undersigned acknowledges and agrees that it has been paid all sums shown above as previously paid for labor, materials and/or rental equipment, appliances or tools for the erection, alteration, repair and/or removal of the building(s) and/or structure(s) or other improvement of real property known and identified as 131 Hokum Rock Road located in Dennis, Barnstable County, Massachusetts and owned by Owner, furnished by the undersigned to or in connection with the Project and the undersigned hereby releases, discharges, relinquishes and waives any and all liens, claims or rights of lien under the statutes of the Commonwealth of Massachusetts with respect to the Owner, the Project and/or against the Owner on account of any labor, materials and/or rental equipment, appliances or tools previously furnished and paid for as shown above.

The undersigned represents and warrants that it has paid in full (or will pay in full with the payment received in connection herewith) each and every sub-subcontractor, laborer and labor and/or material

supplier with whom the undersigned has dealt in connection with the Project and all taxes and benefit payments on account thereof and the undersigned agrees at its sole cost and expense to defend, indemnify and hold harmless the Contractor and Owner against any claims, demands, suits, disputes, damages, costs, expenses (including attorneys' fees), liens and/or claims of lien made by such sub-subcontractors, laborers and labor and/or material suppliers arising out of or in any way related to the Project.

The undersigned individual represents and warrants that he/she is the duly authorized representative of the Subcontractor/Supplier, empowered and authorized to execute and deliver this document on behalf of the Subcontractor/Supplier and that this document shall be binding upon the undersigned.

Signed under seal and under the penalties of perjury as of this 9<sup>TH</sup> day of MARCH, 2026.

SUBCONTRACTOR: EARTH SAFE, INC.

By:



Name: STEPHEN L. ORDE

Title: PRESIDENT

Hereunto duly authorized

Submitted with General Contractor's Application for Payment No. 8



**PARTIAL LIEN WAIVER — SUBCONTRACTOR OR SUPPLIER WHO DOES NOT HAVE A DIRECT CONTRACT WITH THE OWNER**

(To be submitted with each application for payment)

Application for Payment No. 8 —

OWNER: Friends Or Relatives With Autism & Related Disabilities - F.O.R.W.A.R.D., Inc.

CONTRACTOR Cape Associates, Inc.

PROJECT ADDRESS [Unit 2] of the Forward at the Rock Leasehold Condominium, 131 Hokum Rock Road, Dennis, Massachusetts

PROJECT [Unit 2] of the Forward at the Rock Leasehold Condominium

SUBCONTRACTOR AND/OR

SUPPLIER: Windward Construction

1. Original Contract Amount:	\$ <u>191,404</u>
2. Approved Change Orders:	\$ <u>5,000</u>
3. Adjusted Contract Amount (Line 1 plus Line 2):	\$ <u>196,404</u>
4. Work Completed to Date:	\$ <u>191,700</u>
5. Less Retainage:	(\$ <u>0</u> )
6. Total Payable to Date (Line 4 less Line 5):	\$ <u>191,700</u>
7. Less Previous Payments:	(\$ <u>190,750</u> )
8. Current Amount Due (Line 6 less Line 7):	\$ <u>950</u>
Pending Change Orders:	\$ _____
Disputed Claims:	\$ _____

In consideration of all past payments received from the Contractor and/or the Owner in connection with the Project, the undersigned acknowledges and agrees that it has been paid all sums shown above as previously paid for labor, materials and/or rental equipment, appliances or tools for the erection, alteration, repair and/or removal of the building(s) and/or structure(s) or other improvement of real property known and identified as 131 Hokum Rock Road located in Dennis, Barnstable County, Massachusetts and owned by Owner, furnished by the undersigned to or in connection with the Project and the undersigned hereby releases, discharges, relinquishes and waives any and all liens, claims or rights of lien under the statutes of the Commonwealth of Massachusetts with respect to the Owner, the Project and/or against the Owner on account of any labor, materials and/or rental equipment, appliances or tools previously furnished and paid for as shown above.

The undersigned represents and warrants that it has paid in full (or will pay in full with the payment received in connection herewith) each and every sub-subcontractor, laborer and labor and/or material

supplier with whom the undersigned has made payments on account the undersigned shall indemnify and hold harmless the Owner from damages, costs, expenses, attorneys' fees, subcontractors, laborers and/or material suppliers on behalf of the Subcontractor.

The undersigned hereby represents and warrants on behalf of the Subcontractor that it has paid in full (or will pay in full with the payment received in connection herewith) each and every sub-subcontractor, laborer and labor and/or material

Signed under seal

SUBCONTRACTOR

BY: 

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

Title: \_\_\_\_\_

Hereby \_\_\_\_\_

Sub \_\_\_\_\_

**SUPPLIER WHO DOES NOT**

Titles - F.O.R.W.A.R.D., Inc.

oid Condominium, 131 Hokum Rock

ominium

1,404

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404

.700

750

the Owner in connection  
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ire(s) or other improvement  
Dennis, Barnstable County,  
connection with the Project  
any and all liens, claims or  
h respect to the Owner,  
i/or rental equipment,

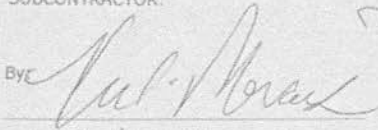
in full with the payment  
and labor and/or material

supplier with whom the undersigned has dealt in connection with the Project and all taxes and benefit payments on account thereof and the undersigned agrees at its sole cost and expense to defend, indemnify and hold harmless the Contractor and Owner against any claims, demands, suits, disputes, damages, costs, expenses (including attorneys' fees), liens and/or claims of lien made by such sub-subcontractors, laborers and labor and/or material suppliers arising out of or in any way related to the Project.

The undersigned individual represents and warrants that he/she is the duly authorized representative of the Subcontractor/Supplier, empowered and authorized to execute and deliver this document on behalf of the Subcontractor/Supplier and that this document shall be binding upon the undersigned.

Signed under seal and under the penalties of perjury as of this 9 day of March, 2008

SUBCONTRACTOR:

By: 

Name: Helton Morris

Title: President

Hereunto duly authorized

Submitted with General Contractor's Application for Payment No. 8

**PARTIAL LIEN WAIVER — SUBCONTRACTOR OR SUPPLIER WHO DOES NOT HAVE A DIRECT CONTRACT WITH THE OWNER**

(To be submitted with each application for payment)

Application for Payment No. 1

OWNER: Friends Or Relatives With Autism & Related Disabilities - F.O.R.W.A.R.D., Inc.

CONTRACTOR Cape Associates, Inc.

PROJECT ADDRESS [Unit 2] of the Forward at the Rock Leasehold Condominium, 131 Hokum Rock Road, Dennis, Massachusetts

PROJECT [Unit 2] of the Forward at the Rock Leasehold Condominium

SUBCONTRACTOR AND/OR

SUPPLIER: GEM Plumbing & Heating

1.	Original Contract Amount:	\$ <u>252,825</u>
2.	Approved Change Orders:	\$ <u>4930</u>
3.	Adjusted Contract Amount (Line 1 plus Line 2):	\$ <u>252,825</u>
4.	Work Completed to Date:	\$ <u>164,195</u>
5.	Less Retainage:	(\$ <u>0</u> )
6.	Total Payable to Date (Line 4 less Line 5):	\$ <u>164,195</u>
7.	Less Previous Payments:	(\$ <u>0</u> )
8.	Current Amount Due (Line 6 less Line 7):	\$ <u>164,195</u>
	Pending Change Orders:	\$ <u>0</u>
	Disputed Claims:	\$ <u>0</u>

In consideration of all past payments received from the Contractor and/or the Owner in connection with the Project, the undersigned acknowledges and agrees that it has been paid all sums shown above as previously paid for labor, materials and/or rental equipment, appliances or tools for the erection, alteration, repair and/or removal of the building(s) and/or structure(s) or other improvement of real property known and identified as 131 Hokum Rock Road located in Dennis, Barnstable County, Massachusetts and owned by Owner, furnished by the undersigned to or in connection with the Project and the undersigned hereby releases, discharges, relinquishes and waives any and all liens, claims or rights of lien under the statutes of the Commonwealth of Massachusetts with respect to the Owner, the Project and/or against the Owner on account of any labor, materials and/or rental equipment, appliances or tools previously furnished and paid for as shown above.

The undersigned represents and warrants that it has paid in full (or will pay in full with the payment received in connection herewith) each and every sub-subcontractor, laborer and labor and/or material

supplier with whom the undersigned has dealt in connection with the Project and all taxes and benefit payments on account thereof and the undersigned agrees at its sole cost and expense to defend, indemnify and hold harmless the Contractor and Owner against any claims, demands, suits, disputes, damages, costs, expenses (including attorneys' fees), liens and/or claims of lien made by such sub-subcontractors, laborers and labor and/or material suppliers arising out of or in any way related to the Project.

The undersigned individual represents and warrants that he/she is the duly authorized representative of the Subcontractor/Supplier, empowered and authorized to execute and deliver this document on behalf of the Subcontractor/Supplier and that this document shall be binding upon the undersigned.

Signed under seal and under the penalties of perjury as of this 6th day of March, 2026.

SUBCONTRACTOR:

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

Name: Leonard P Gemma

Title: Treasurer

Hereunto duly authorized

Submitted with General Contractor's Application for Payment No. 8

# CHANGE ORDER

AIA DOCUMENT G701



OWNER   
 ARCHITECT   
 CONTRACTOR   
 FIELD   
 OTHER

**PROJECT:** -  
 FORWARD at the Rock II  
 P.O. Box 1174  
 South Dennis, MA 02903

CHANGE ORDER NUMBER: CO04  
 DATE: 3/4/2026  
 JOB NUMBER: TBD  
 CONTRACT DATE:  
 CONTRACT FOR: -

**TO CONTRACTOR:**  
 Cape Associates, Inc.  
 P.O. Box 1858  
 North Eastham, MA 02651

APPLICATION NUMBER:

The Contract is changed as follows:

PCO -30 No cost time extension due to electrical service delays	\$0.00
PCO 31 - Delete PH1 stone path restoration from scope	-\$5,750.00
PCO 29 - Add door at Common entry/Commom Room	\$894.00
PCO 3 - Common Kitchen cabinets	\$6,325.00
PCO 3 - Common Kitchen countertop	\$4,485.00
PCO 28 - Add door to Office at window location	\$2,425.00
PCO 3 - Common Kitchen flooring	\$886.00
PCO 3 - Common kitchen appliances	\$5,234.00
PCO 3 - Common Kitchen plumbing finish	\$6,613.00
PCO 3 - Common Kitchen electrical finish	\$2,990.00
PCO 25 - Misc lighting and power revisions	\$10,206.00
PCO 24 - Electrical service scope change for 10 meters	\$14,323.00
PCO 26 - Security camera system	\$6,538.00
PCO 27 - Security alarm system	\$2,743.00
PCO 28 - Electric change per SK-06 Office Door	\$1,461.00
<b>Total</b>	<b>\$59,373.00</b>

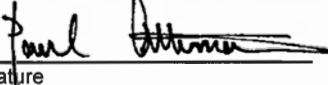
**Not valid until signed by Owner and Contractor.**


The original contract sum was.....	\$3,523,617.00
Net change by previously authorized Change Orders.....	\$70,775.00
Contract Sum prior to this Change Order was.....	\$3,594,392.00
The Contract Sum will be increased by this Change Order in the amount of.....	\$59,373.00
The New Contract Sum, including this Change Order will be.....	\$3,653,765.00
The Contract Time will be changed by.....	<span style="border: 1px solid black; padding: 2px;">30</span> days
The date of Substantial Completion as of the date of this Change Order therefore is.....	<span style="border: 1px solid black; padding: 2px;">7/17/2026</span>


Union Studio  
 Architect  
 160 Mathewson St, Ste 201  
 Address  
 Providence, RI 02903

Cape Associates, Inc.  
 CONTRACTOR  
 325 Massasoit Road  
 Address  
 North Eastham, MA 02651

F.O.R.W.A.R.D  
 OWNER  
 P.O. Box 1174  
 Address  
 South Dennis South Dennis, MA 02903

BY   
 Signature  
 DATE 3/4/26

BY   
 Signature  
 DATE 3/4/2026

BY   
 Signature  
 DATE 3-4-2026



PROPERTY MANAGEMENT | SERVICE | MAINTENANCE | LEASING

2/25/2026

131 Hokum Rock Road, Dennis, MA

Job Number: TBD

Allowance tracking					
Allowance Item	Budget	Committed	Est to Complete	Delta	Comments
Landscaping	\$ 64,000.00	\$ 5,046.00	\$ 58,954.00	\$ -	
	\$ -	\$ -	\$ -	\$ -	
<b>Totals:</b>	<b>\$ 64,000.00</b>	<b>\$ 5,046.00</b>	<b>\$ 58,954.00</b>	<b>\$ -</b>	
Markup and tax on Allowance Delta				\$ -	
<b>Total Change in Allowance</b>				<b>\$ -</b>	
Potential Change Orders:	Description:	Cost	Approved As	Comments	
PCO01	Alt #1 - Floor drains at bathrooms	\$ -	CO01	Contracted price	
PCO02	Alt #2 - Rear Porch, deck, ramp	\$ -		Not used, see PCO 20 - PCO 23	
PCO03	Alt #3 - Finish Common Kitchen	\$ -	CO04	Contracted price	
PCO04	Alt #4 -Gazebo	\$ 17,250.00		Contracted price	
PCO05	C1&C7 - Stabilized stone path	\$ -		Not used, to be part of ARPA funding	
PCO06	C2 - Decorative split rail fence	\$ -		Not used, deleted from scope	
PCO07	C3 - Concrete pad for Gazebo	\$ 4,370.00		Contracted price	
PCO08	C4 - Concrete pads for benches	\$ 2,300.00		Contracted price	
PCO09	C5 - Shed	\$ 5,750.00		Contracted price	
PCO10	C6 - Wood Ramp/ADA at rear porch	\$ -		Not used, see SKC-1 and PCO 20	
PCO11	C7&C10 - ADA accessible ramps	\$ 5,635.00		Contracted price	
PCO12	C9 - Crosswalk striping	\$ 805.00		Contracted price	
PCO13	Concrete sidewalk upcharge from asphalt	\$ -	CO02		
PCO14	Shower 12" grab bars	\$ -	CO02		
PCO15	H-20 handhole required for electrical service	\$ -	CO02		
PCO16	Rev 3 electrical drawing changes dated 10/17/25	\$ -	CO02		
PCO17	Delete 6 basement heaters	\$ -	CO02		
PCO18	Plumbing fixture and faucet increase	\$ -	CO02		
PCO19	Additional bollard light	\$ -	CO02		
PCO20	Add Alt #2 - precast footings and stonedust ramp	\$ -	CO03		
PCO21	Add Alt #2 - framing and finish materials and labor	\$ -	CO03		
PCO22	Add Alt #2 - door	\$ -	CO03		
PCO23	Add Alt #2 - electric	\$ -	CO03		
PCO24	Electrical service change	\$ -	CO04		
PCO25	Misc lighting and power changes	\$ -	CO04		
PCO26	Security camera system	\$ -	CO04		
PCO27	Security alarm system	\$ -	CO04		
PCO28	Office door at window location	\$ -	CO04		
PCO29	Add door between Common entry and room	\$ -	CO04		
PCO30	No cost time extension for electrical service delay	\$ -	CO04	Extend time to 7/17/26	
PCO31	Delete Phase 1 path restoration from scope	\$ -	CO04	to be part of ARPA funding	
		\$ -			
<b>Total Unapproved Potential Change Order/s</b>		<b>\$ 36,110.00</b>			
Approved Change Orders:	Description:	Cost	Comments		
CO01	See Change Order #1	\$ 15,640.00	Executed		
CO02	See Change Order #2	\$ 14,016.00	Executed		
CO03	See Change Order #3	\$ 41,119.00	Executed		
CO04	See Change Order #4	\$ 60,398.00			
		\$ -			
<b>Approved Change Order Total</b>		<b>\$ 131,173.00</b>			
Contract Change Orders and Allowance Total (NOT Including PCO's)		\$ 131,173.00			
Original contract amount		\$ 3,523,617.00			
<b>Forecasted Total</b>		<b>\$ 3,690,900.00</b>	includes allowance 'delta', extras and PCO's		

FORWARD at the Rock Phase II schedule\_3-2-26

ID	Task Moc	Task Name	Duration	Start	Finish	Predecessors
1		<b>Pre-construction</b>	<b>27 days</b>	<b>Tue 5/13/25</b>	<b>Wed 6/18/25</b>	
2		Building Permit issued	1 day	Tue 5/13/25	Tue 5/13/25	
3		Contract executed	1 day	Wed 6/18/25	Wed 6/18/25	
4		<b>Construction</b>	<b>225 days</b>	<b>Mon 7/7/25</b>	<b>Fri 5/15/26</b>	
5		Notice to Proceed issued/mobilization	1 wk	Tue 7/22/25	Mon 7/28/25	3FS+23 days
6		Building excavation	3 days	Tue 7/22/25	Thu 7/24/25	5SS
7		Driveway prep	3 wks	Fri 9/12/25	Thu 10/2/25	12FS+2 wks
8		Utilities/septic tie ins	4 wks	Fri 9/12/25	Thu 10/9/25	7SS
9		Roof drainage piping	1 wk	Mon 10/20/25	Fri 10/24/25	8FS+6 days
10		HMA Paving - Binder	1 wk	Mon 11/3/25	Fri 11/7/25	9FS+5 days
11		Exterior slabs	4 days	Fri 11/7/25	Wed 11/12/25	16
12		Foundation/waterproofing/backfilling	5 wks	Fri 7/25/25	Thu 8/28/25	6
13		Underslab plumbing, units 5-8	3 wks	Fri 8/29/25	Thu 9/18/25	12
14		Building slab, units 5-8 and Common	1 wk	Wed 9/24/25	Tue 9/30/25	13FS+3 days
15		Underslab plumbing, basement	1 wk	Mon 10/6/25	Fri 10/10/25	14FS+3 days
16		Building slab, basement	1 wk	Fri 10/31/25	Thu 11/6/25	18FS+5 days
17		Floor framing	1 wk	Fri 8/29/25	Thu 9/4/25	12
18		Roof trusses and sheathing	2 wks	Fri 10/10/25	Thu 10/23/25	19
19		Wall framing	5 wks	Fri 9/5/25	Thu 10/9/25	17
20		Roof trim	1 wk	Fri 10/24/25	Thu 10/30/25	18
21		Windows/Doors	4 wks	Fri 11/7/25	Thu 12/4/25	24
22		Exterior trim	2 wks	Fri 12/5/25	Thu 12/18/25	21
23		Siding	5 wks	Fri 12/12/25	Thu 1/15/26	22SS+1 wk
24		Roofing	1 wk	Fri 10/31/25	Thu 11/6/25	20
25		Rough HVAC	3 wks	Fri 1/9/26	Thu 1/29/26	21FS+5 wks
26		Rough Plumbing	7 wks	Fri 12/5/25	Thu 1/22/26	21
27		Rough Electric	8 wks	Fri 1/23/26	Thu 3/19/26	23FS+1 wk

FORWARD at the Rock Phase II schedule\_3-2-26

ID	Task Moc	Task Name	Duration	Start	Finish	Predecessors
28		Rough FP	8 wks	Fri 12/5/25	Thu 1/29/26	26SS
29		Framing inspection	1 day	Thu 3/26/26	Thu 3/26/26	27FS+4 days
30		Insulation	2 wks	Fri 3/27/26	Thu 4/9/26	29
31		Sheetrock	3 wks	Fri 4/10/26	Thu 4/30/26	30
32		Interior doors	1 wk	Fri 5/1/26	Thu 5/7/26	31
33		Interior trim/millwork	4 wks	Fri 5/8/26	Thu 6/4/26	32
34		Tile	4 wks	Fri 5/1/26	Thu 5/28/26	31
35		LVT Flooring	3 wks	Fri 5/1/26	Thu 5/21/26	31
36		Cabinets	4 wks	Fri 5/1/26	Thu 5/28/26	31
37		Appliances	1 wk	Fri 5/22/26	Thu 5/28/26	35
38		Counters	1 wk	Fri 5/15/26	Thu 5/21/26	36SS+2 wks
39		Interior painting	4 wks	Fri 5/29/26	Thu 6/25/26	34
40		Exterior painting	1 wk	Fri 12/5/25	Thu 12/11/25	22SS
41		Finish electrical	2 wks	Fri 6/26/26	Thu 7/9/26	39
42		Finish plumbing	2 wks	Fri 5/22/26	Thu 6/4/26	38
43		Finish HVAC start-up/balance	1 wk	Fri 5/1/26	Thu 5/7/26	31
44		Finish FP	1 wk	Fri 5/22/26	Thu 5/28/26	42SS
45		Site completion	2 wks	Fri 6/26/26	Thu 7/9/26	39
46		Final Inspections	1 wk	Fri 7/10/26	Thu 7/16/26	41
47		Architect/Owner punchlist	1 wk	Fri 6/26/26	Thu 7/2/26	39
48		Occupancy	1 day	Fri 7/17/26	Fri 7/17/26	

## **FORWARD at the Rock PHASE II Progress Report – March, 2026**

**FORWARD at the Rock PHASE II** is a regional housing project creating eight new extremely affordable and supportive one-bedroom apartments for Cape Cod residents with autism and related developmental disabilities.

As of this update, foundations, side walls, roof, roof shingles and interior framing is complete, and the doors, windows, and heating and cooling systems have been installed. Rough electrical, plumbing, and fire suppression work is complete, insulation has begun, and sheetrock is slated to begin in the next few weeks. The attached pictures, taken on March 20, show a well-advanced project and busy work site.

Infrastructure, such as stormwater and septic systems are installed, utilities have been brought to the site, and the base coat for the driveway and parking area has been laid. Although our major snowstorm in late January and the recent blizzard did set the project back 2-3 weeks, as of this report we do not foresee any other major obstacles to our planned opening for residents in the early summer of 2026, and with virtually all materials already on site or contracted at a fixed price, the final cost of the project will be within the planned \$5,300,000 budget.



### **Project Overview**

14 Cape Cod towns have committed over \$2,000,000 in funding to the project through their Community Preservation Committees and Housing Trusts: Barnstable, Bourne, Brewster, Chatham, Dennis, Eastham, Falmouth, Harwich, Orleans, Provincetown, Sandwich, Truro, Wellfleet, and Yarmouth. Barnstable County has awarded \$326,850.00 in ARPA funding, the state is contributing \$2.0 million for the project through the Community Economic Development Assistance Corporation, with the Cape & Coast Bank of Cape Cod providing a \$750,000 15 year fixed-rate mortgage . The project's general contractor is Cape Associates, Inc., in partnership with Union Architects, Horsley Witten Group engineers, and Home Energy Raters for building efficiency.

These apartments are specifically designed to accommodate disabled adults who can live more independently and do not require a congregate setting with around-the-clock staffing, but do still need supportive services, health, safety and life skills training and supervision, and access to 24-hour assistive technology, emergency response and caregiving. All apartments and common areas are wheelchair accessible, barrier-free, and designed to minimize sound transmission between units. The building is highly energy efficient, using induction cooktops, heating, cooling and hot water heat pump technology, and sealed envelope.

Although the project is being built in Dennis, and is strongly supported by the town, residents may come from any town on the Cape, and no town has priority for placement. Rents will be set at no more than 30% of median area income, and all units come with Project-Based Rent Subsidy Vouchers, so no one will be turned away due to a lack of financial resources. Residents will be selected and placed by the state's Department of Developmental Services Hyannis Area Office, and once completed, HAC (Housing Assistance Corporation) will manage the property and rental vouchers.

The tenant selection process has already begun, and we anticipate these apartments will be fully occupied this summer.

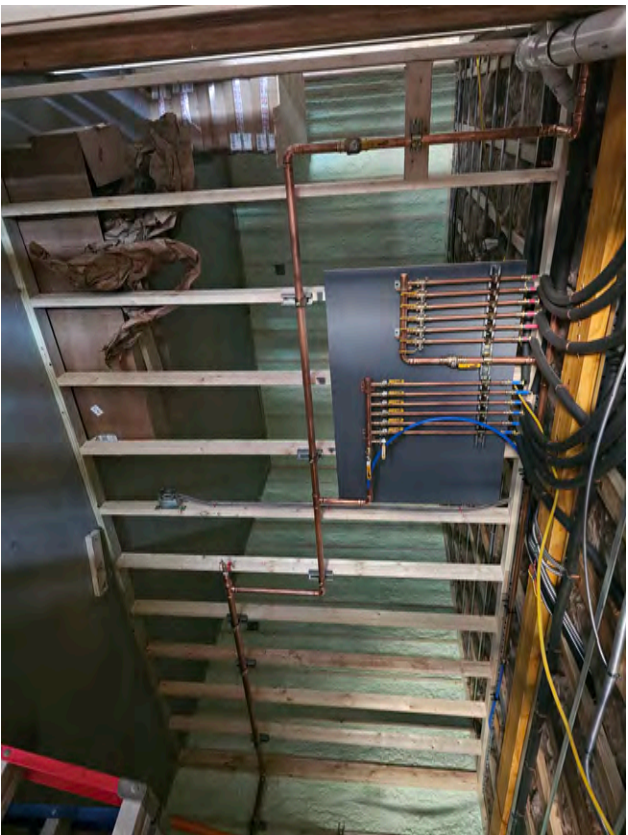
### **OUR MISSION**

*FORWARD builds affordable supportive housing that enables adults with autism and related developmental disabilities to thrive in an appropriate, safe, healthy, caring, and stable environment while aging in place in their own forever homes.*

FORWARD at the Rock PHASE II Project Report, March 2022 ( Update Photos



FORWARD at the Rock PHASE II Project Report, March, 202 ( Update Photos





2198 Main Street  
Brewster, Massachusetts 02631-1898  
(508) 896-3701  
FAX (508) 896-8089

Community Preservation  
Committee

March 3, 2026

Ms. Patricia Mitrokostas  
Principal Director of Strategic Funding Initiatives  
Housing Assistance Corporation  
255 Independence Drive  
Hyannis, MA 02601

Re: HAC Assistance Resource Center (ARC) Award Letter Spring26

Dear Ms. Mitrokostas:

I am pleased to inform you that on February 11, 2026, the Brewster Community Preservation Committee (CPC) voted to recommend approval to Brewster Town Meeting of Housing Assistance Corporation's funding request for \$100,000 (the "Grant Funds") to support the new Assistance Resource Center (ARC) at 460 West Main Street in Hyannis, MA (Project) as described in the application dated December 1, 2025.

Brewster Town Meeting is currently scheduled to meet on May 4, 2026, to consider the CPC's recommendation and to appropriate \$100,000 for the Assistance Resource Center (ARC) (the "Grant Funds") under G.L. c.44B, the Community Preservation Act (the "CPA"). If approved by Town Meeting, the Town will make the Grant Funds available to Housing Assistance Corporation provided the terms and conditions described below are met.

The Grant Agreement will require the Grantee to enter into a Regulatory Agreement and Declaration of Restrictions with the Massachusetts Department of Housing and Community Development (DHCD) and the Town on terms satisfactory to the Town, which shall specify the affordability requirements, run with and bind the Property for a minimum term of 30 years and survive foreclosure of any mortgages and/or other liens encumbering the Property and grant the Town the independent right to enforce the terms thereof without regard to whether DHCD remains as a party thereto (the "Regulatory Agreement"). All mortgages and/or other liens shall be subordinated to the Regulatory Agreement. No Grant Funds shall be disbursed until the Regulatory Agreement has been recorded against the title

**Commented [FE1]:** Shirin – At their presentation, HAC agreed to either an Affordable Housing Restriction or your alternate suggestion of a Note/Mortgage to ensure that the property remains affordable housing. They were waiting to hear what other towns would require before committing to one option over another.

to the Property. In the event that a Regulatory Agreement is not recorded until after construction commences, the Grantee will enter into an affordable housing restriction with the Town prior to the release of the Grant Funds on terms substantially similar to the Regulatory Agreement (the “Affordable Housing Restriction”), which may be superseded by the Regulatory Agreement (the Regulatory Agreement and/or the Affordable Housing Restriction, a “Restriction”).

### **PROJECT DESCRIPTION**

The Grantee requests \$100,000 to support the new Assistance Resource Center (ARC) located at 460 West Main Street in Hyannis, MA (the “Project”) which will serve as the region’s emergency shelter for homeless individuals on Cape Cod and the Islands. The Brewster CPC funds will go directly towards the renovation of 460 West Main Street in Hyannis, a building which previously served as offices for HAC. The project will modernize the building to include 50 beds where homeless individuals will have a safe place to stay every night of the year; five of these beds will be reserved for medical respite. The facility will also include a kitchen to prepare meals for individuals; a common room to conduct day-program activities; and offices where staff can meet shelter clients. ARC, a partnership between HAC and Catholic Charities of the Diocese of Fall River, will offer a single point of entry for the region’s most vulnerable, connecting them to medical and behavioral health services, social services, case management, a structured day program and referral services needed to move them into safe stable housing. No CPA funds will be used for shelter programming, operations, staffing, or services provided by Catholic Charities or any other entity.

### **PROJECT ELIGIBILITY**

The Project complies with the provisions of the Community Preservation Act (“CPA”), G.L. c. 44B, §5(b)(2), which provides that CPA funds may be expended “for the acquisition, creation, preservation and support of community housing.”

“Acquisition” means obtaining the fee ownership of or a qualified property interest in affordable housing. If the town acquires an affordable housing restriction on the project, the Project is eligible for funding under the CPA definition of acquisition. Alternatively, if HAC chooses to grant the town a mortgage on the property, to be repaid if the property is no longer used for the provision of temporary housing after a certain number of years, coupled with a promissory note, it meets the definition of “support” for community housing. By providing funds to an entity that will own the Property and/or operate community housing, the Town Grant Funds, in addition to other funds, will make the Project economically feasible and affordable to its occupants. Any real property interest acquired with CPA funds must be protected for a minimum period of 30 years.

**Commented [FE2]:** Shirin – definitely need a legal re-work of this section by you. Thx.

## **GRANT AWARD TERMS AND CONDITIONS**

The disbursement of the Grant Funds recommended by Brewster CPC shall be contingent upon the following terms and conditions, which shall be incorporated in the Grant Agreement:

1. The Grantee and the Town shall execute the Grant Agreement in substantially the form attached hereto as **Exhibit A.**
2. Prior to the release of any Grant Funds, and in no event later than **June 30, 2028**, the Grantee shall submit the following information to the CPC for its review and approval:
  - A final project sources and uses budget, including documentation that all projected sources have been committed in order to determine that the amount of the Grant Funds continues to be necessary;
  - Final development budget;
  - Final operating budget;
  - Project schedule;
  - Construction contract; and
3. The Grantee shall execute and deliver to the Town a Note, Mortgage, and/or Restriction including the terms hereof and in form acceptable to Town Counsel and record said Mortgage and Restriction.
4. The Grant Funds will only be released to the Grantee as reimbursement for construction work completed in accordance with the provisions of this Award Letter and the Grant Agreement. Requests for reimbursement, including documentation of the expenses incurred, shall be submitted to Beth Devine at [bdevine@brewster-ma.gov](mailto:bdevine@brewster-ma.gov), CPC Assistant. The CPC reserves the right, through its agent, to inspect the work prior to approving any funding request.
5. The applicant may request up to 90% of the award at 50% construction completion.
6. The CPC will withhold **\$5,000** of the Grant Funds until the Assistance Resource Center has received its certificate of occupancy.
7. Pursuant to the Grant Agreement, any funds not utilized for the Project shall be returned to the Town and deposited in the CPC's Budgeted Reserve Fund.
8. The Grantee shall provide Project status report/updates to the CPC liaison every 3 months commencing on the execution of the Grant Agreement until Project completion, at which time a final report will be due.
9. The Project must be completed no later than **June 30, 2028**. The Project term may be extended for good cause shown, but such extension must be signed by all the parties hereto in writing.

10. The terms and conditions herein shall be binding on the parties unless and until amended, in writing, by mutual agreement. Any significant change in the approved Project shall require CPC approval and amendment of this award letter. The CPC Chair shall determine whether a change is deemed to be significant.

11. The CPC liaison for this project is Cindy Bingham – 508-896-9453 and/or [cabjlm@comcast.net](mailto:cabjlm@comcast.net). Do not hesitate to contact her or CPC Assistant Beth Devine at [bdevine@brewster-ma.gov](mailto:bdevine@brewster-ma.gov) with any questions or concerns.

The CPC is pleased to be able to play a role in this much-needed community support project. Please do not hesitate to contact me should you have any questions or concerns.

If the terms of this award letter are acceptable, please agree and accept by signing electronically below within 15 days of receipt.

On behalf of the Brewster Community Preservation Committee, thank you, and I remain,  
Very truly yours,

Sarah Robinson  
Chair- Brewster CPC

**AGREED AND ACCEPTED BY Housing Assistance Corporation:**

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

Name: Patricia Mitrokostas

Title: Principal Director of Strategic Funding Initiatives

Date: \_\_\_\_\_

cc: Peter Lombardi, Town Manager  
Mimi Bernardo, Finance Director  
Cindy Bingham, CPC Liaison



2198 Main Street  
Brewster, Massachusetts 02631-1898  
(508) 896-3701  
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Approved:

VOTE:

## COMMUNITY PRESERVATION COMMITTEE

Wednesday, March 11, 2026, at 4:00 p.m.

### MEETING MINUTES OF MARCH 11, 2026

Present: Community Preservation Committee (CPC) – Chair Sarah Robinson, Vice Chair Paul Ruchinkas, Treasurer Faythe Ellis, Clerk Elizabeth Taylor, Roland Bassett, Cynthia Bingham, Mike Tobin

Remote attendance:

Absent: Caroline McCarley, Select Board; Jan Crocker; Laurel Labdon

Also Present:

The Chair called the meeting to order at 4:02 pm, announced a quorum, and read the Recording Statement.

This meeting will be conducted in person at the time and location identified above. • As a courtesy only, meeting access is provided to the public by remote options. The meeting or hearing will not be suspended or terminated if technological problems interrupt the virtual broadcast unless it is a fully remote meeting. • Members of the public, including applicants and representatives with a particular interest in an agenda item, should attend the meeting in person. • The board or committee may take official action including votes on any agenda item. • Agenda items may be taken out of order at the Chair's discretion.

1. Public Announcements and Comment- none

2. Financial Update – Faythe Ellis

Faythe included the FY26 and FY27 information that is the same as the prior meeting. We did get an email from the Coalition stating the state match is 15.5% and communities with 3% surcharge, there will be more in addition as well. We can look forward to 15.5% at least.

Re-vote for the Woodlands project:

**Motion to change the amount of the grant to \$275,000 to come out of Open Space Reserve.**

**MOVED by Paul Ruchinkas. Roland Bassett second.**

**VOTE 6-yes 0-no**

Faythe recused from this vote.

Faythe said the next thing is the schedule for the bond payments. She strongly recommends Sarah bring it to the Select Board and FinCom Meetings. Sarah will bring them along.

3. Review of Draft Warrant Article for Spring Town Meeting

*Community Preservation Committee*

*Minutes of March 11, 2026*

*Page 1 of 4*

Faythe included the draft in the packet. She went through each page in the draft Warrant Article. We are including the \$80,000 in investment income this year – in the estimate of revenue. Paul said in the last two years it has been a substantial amount of money, so it is good to include it in our estimates. Faythe went through the appropriations and allocations. In addition, we are pulling from reserves for the projects we are funding as well.

No further questions.

**Motion to accept the draft Warrant Article with those edits subject to review by Town Council. *MOVED* by Paul Ruchinskas. Roland Bassett second. VOTE 7-yes 0-no**

4. Discussion and possible vote on Award Letter drafts for:
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- |  |
|--|
| <ul style="list-style-type: none"><li>a. CDP Lower Cape Housing Institute</li><li>b. BAHT Housing Opportunity Fund</li></ul> |
|--|

***a. CDP Lower Cape Housing Institute Award Letter draft***

Paul recused.

Faythe went through the draft for the committee to review. Funding for years 10 & 11 of the LCHI for \$20,000.

No questions.

**Motion to approve the Award Letter draft and authorize it to be presented to Town Council for review. *MOVED* by Cynthia Bingham. Roland Bassett second. VOTE 6-yes 0-no**

***b. BAHT Housing Opportunity Fund***

Paul went through the draft award letter, as he is the liaison, with the edits he made to the draft. Project eligibility is revised a bit and listing the programs as part of the funding request. 2<sup>nd</sup> paragraph, the 2<sup>nd</sup> line from bottom – we should add “on the open market”. He went through the grant terms and conditions. #3 – at the start of the fiscal year, the Housing Trust makes a request, and all the funds get transferred to the trust at that time. He added the CP3 report prior to the first of September.

No questions

**Motion to approve the Award Letter draft with the edits as described and authorize submission to Town Council for review. *MOVED* by Faythe Ellis. Elizabeth Taylor second. VOTE 7-yes 0-no**

5. Update on CPA Plan status

Sarah said we have signed a contract with Goldson. Paul, Faythe, and Sarah have a Zoom meeting next week to discuss timeline and process. Paul said for Jenn Goldson will attend our meeting on the 25<sup>th</sup> – take our questions and present an outline of their process. We should get out to the committee – Goldson’s proposal they made to the town – who they are, work plan, and timeline. Jenn sent a letter as a welcome and introduction and a survey to fill out prior to the 25<sup>th</sup>. Sarah will get that to the committee.

6. Project Updates

- Elizabeth said the chimneys will be able to get some work done as the weather is better. Cindy asked if they had done work prior to that. Elizabeth was unsure but will ask Richard Archer for an update.
- Faythe reached out to the Historical Society for an invoice so she can release the funding. The treasurer will do that when he gets back on Cape.

7. Approval of Minutes - 2/11/26

Cindy – also present – change Charles to Eric Schwaab – Hyannis or Barnstable County Community Member. It is listed correctly in the minutes.

Paul – page 4 – after housing partnership voted in favor... total amount \$105,000.....

**Motion to approve the 2/11/26 Minutes with those edits.  
MOVED by Faythe Ellis. Paul Ruchinkas second.  
VOTE 7-yes 0-no**

8. Matters Not Reasonably Anticipated by the Chair - none

9. For Your Information - none

The letter received from HAC, included in the packet – speaks highly about our committee, and she is appreciative of the recognition as housing issues can sometimes be a bit contentious.

Faythe said we did include the letters which came in right before the last meeting and were not able to get into the packet at that time, so it is transparent for public review.

Paul said Sarah will present to the Select Board on the 30<sup>th</sup> and the Finance Committee on the 25<sup>th</sup> – he and Faythe will be there as a support to Sarah in case there are any additional questions.

10. Next meeting: Wednesday, March 25<sup>th</sup> at 4PM

**MOTION made by Cynthia Bingham to adjourn the meeting at 4:37pm. Elizabeth Taylor second.  
VOTE: 7-yes 0-no**

Respectfully submitted, Beth Devine, Recording Secretary  
Packet of additional documents available on website for public review.