



302-304 WHITING STREET- HINGHAM MA
COMPREHENSIVE PERMIT APPLICATION

TOWN OF HINGHAM, MASSACHUSETTS
ZONING BOARD OF APPEALS

Robyn S. Maguire, Chair
Hingham Zoning Board of Appeals
210 Central Street
Hingham, MA 02043

RE: APPLICATION FOR COMPREHENSIVE PERMIT IN ACCORDANCE
WITH G.L. c 40B, §§ 20-23

South Shore Habitat for Humanity, Inc., (the "Applicant") hereby submits this application to the Zoning Board of Appeals of the Town of Hingham, Massachusetts, in accordance with G.L. c 40B, §§ 20-23 ("Chapter 40B"), for the issuance of a Comprehensive Permit authorizing the Applicant to construct up to two (2) single family homes that will be sold in accordance with the Department of Housing and Community Development requirements and will count towards the Town's subsidized Housing Inventory.

This application fulfills the submission requirements set forth in Chapter 40B, the regulations set forth at 760 CMR 56 et seq., and the Town of Hingham Board of Appeals Rules and Regulations for Comprehensive Permits (the "Rules and Regulations").

South Shore Habitat for Humanity, Inc. looks forward to presenting this project at the Public Hearing within Thirty (30) Days of the Board's Receipt of this Application.

Sincerely,

A handwritten signature in black ink, appearing to read "Martine Taylor".

Martine Taylor, Executive Director
South Shore Habitat for Humanity, Inc.

302-304 Whiting Street - Hingham MA Comprehensive Permit Application

Town of Hingham, Massachusetts

ZONING BOARD OF APPEALS

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TOWN OF HINGHAM, MASSACHUSETTS
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SOUTH SHORE HABITAT FOR HUMANITY
DEVELOPMENT NARRATIVE

South Shore Habitat for Humanity (SSHH) proposes to construct up to two (2) single family homes on the property referred to as 302-304 Whiting Street in Hingham. SSHH will adhere to the requirements set forth in the RFP and by the Local Initiative Program (LIP) administered by the Massachusetts Department of Housing and Community Development (DHCD) for inclusion of the homes on the State's Subsidized Housing Inventory. The homes will be perpetually restricted with the DHCD Deed Rider.

The Town of Hingham is a suburban community with an affluent and historical residential character. It is bordered by Hingham Bay to the North, Weymouth to the West, Rockland and Norwell to the South, and Scituate, Cohasset and Hull to the East. Hingham is in a convenient location at approximately 15 miles East of Brockton, 30 miles North of Plymouth, and 20 Miles South of Boston.

Existing Site Conditions are shown on the Assessor's map 187 lot 24. The site is bordered to the west and south by Derby Brook, a townhouse development built under a Chapter 40B Comprehensive Permit, and east by a single-family dwelling. A private golf course is located directly opposite Whiting Street to the north of the property. The surrounding area presently consists of a mixture of residential, recreational and agricultural uses.

The site is located within the Residence C zoning district and is comprised of approximately 41,287 square feet of land. The property is currently improved by a 2 bedroom single-family dwelling. Prior to the completion of the adjoining Derby Brook 40B development, the property supported two single family dwellings. A portion of the Property includes both wetland resource and riverfront areas, additionally, the eastern portion of the property is affected by a Zone II Wellhead Protection Area.

Proposed Project

The Town of Hingham will donate and convey the property and cooperate with SSHH to satisfy DHCD requirements. SSHH will construct up to two (2) single family homes, each home will have no more than three (3) bedroom, 1.5 bath with approximately 1,200 - 1,300 sf. of living area. The homes will be built to complement existing homes in the neighborhood. The Habitat construction model utilizes volunteer labor and garners community involvement and support, allowing local residents to actively participate in the project. SSHH will adhere to all town/state residential code requirements and will seek out all required permits for construction.

The floor plans have been designed by Beau Designs and will have approximately 1,200 – 1,300 square feet. We believe that the Cape Style floor plans will blend with the neighborhood and the town of Hingham as a whole.

The project will access the utility infrastructure located on Whiting Street, including water, gas, electric, telephone, and cable television.

Affordability Component

The mission of South Shore Habitat for Humanity is to build strength, stability and self-reliance through shelter by partnering with families in need of affordable housing. Our homes are designed to be simple and affordable to construct, while remaining affordable to maintain. Our homes are energy efficient and utilize materials that minimize homeowner maintenance and upkeep.

The sales price will be calculated so that the total payment for mortgage principal, property taxes, property insurance and association fees, if any, will not exceed thirty (30%) percent, of a household whose income is no more than sixty (60%) percent of the area median income. Using the above formula and based on the recent median income as published by HUD, the sales prices for the affordable units will range between \$160,000 and \$185,000.

It is intended that the residents of Hingham will receive a local preference on one of these homes. Preference will be given to existing local residents, siblings, parents, and offspring of local residents, in addition to municipal workers.

Family Selection: Offering a Hand Up, not a Hand Out, Habitat Family Partners are selected through a competitive process based on their ability to pay, willingness to partner and need for adequate housing. South Shore Habitat for Humanity does not discriminate in the selection of applicants on the basis of race, color, national origin, disability, age, ancestry, children, familial status, genetic information, marital status, public assistance reciprocity, religion, sex, sexual orientation, gender identity, veteran/military status, or any other basis prohibited by law. South Shore Habitat for Humanity is a non-profit organization and we do business in accordance with Federal and Massachusetts Fair Housing and Fair Lending Laws. Our partnership program includes educational and financial workshops to equip new homeowners with the skills they need for homeownership.

SSHH's family selection committee will begin outreach efforts to inform eligible households of the housing opportunity which is also announced on the SSHH website and information is always available via phone or e-mail. Marketing for family selection is done throughout the service area at locations such as libraries, town halls, churches, and in local newspapers. Households apply, and based on financial approval, SHHH will run credit and will then schedule site visits for those who are eligible.

Following the site visits, the family selection committee recommends qualified households to the Board of Directors who ultimately makes the final selection. Each family is presented as family A, family B, or family C; and selected based on the guidelines outlined below. After the

decision has been made, the family is notified by the selection committee of the outcome. Selecting a family is done in accordance with the rules and regulations mandated by DCHD and Habitat for Humanity International to ensure a fair selection process.

Basic guidelines for eligible households:

1. Significant need for adequate shelter and affordable housing, which may include one or more of the following:

- Overcrowding - less than 170 square feet of space per person.
- High rent - 30% or more of gross family income is spent on housing costs.
- Problems with the building - structural defects, water damage, pests, mold, insulation, wiring, lead, asbestos, unsafe neighborhood, lack of egress and storage, need for handicap accessibility.
- Number of bedrooms inadequate - dependent on age, number and gender of persons in household.
- Issues with landlord - inadequate landlord maintenance.
- General family housing situations - leasing, tenants at will, renting with subsidy, eviction likely, living with friends or parents, family split up due to lack of housing, homelessness.

2. The ability to pay:

- Income - Gross annual income not to exceed 60% of area median income.
- Less than 43% Debt to Income Ratio
- Mortgage principal, property taxes, insurance and association fees, if any, not to exceed 30% of the household income

3. Willingness to partner with Habitat for Humanity:

Each family member over the age of 18 who will be living in the house is required to contribute "sweat equity" hours toward the completion of the home. These hours can be accumulated by working alongside volunteers on construction, landscaping, site clean-up, fundraising, the ReStore and many other tasks. No construction skills are necessary and accommodations can be made for those unable to perform in a physical capacity. Children who are still in school can contribute to household hours by getting good grades. Each "A" earned in the classroom generates 3 hours credit to sweat equity and each "B" generates 2 hours.

Sweat Equity: Selected family partners are required to work alongside volunteers on the construction of their home. Single parent households are required to complete 250 hours and dual-parent households are required to complete 500 hours of sweat equity.

The home will be purchased with a 30 year affordable mortgage, typically from South Shore Habitat for Humanity. A perpetual deed restriction maintains the affordability status of each home and requires that it be owner occupied. South Shore Habitat uses the principal payments to further the mission of providing affordable homes throughout the service area. South Shore Habitat does not provide rental housing.

Marketing Plan:

A marketing plan has been approved by DHCD and will be coordinated through a variety of outlets.

- Web and Social Media (SSHH website and database, constant contact E-news Letter, Facebook, LinkedIn)
- Local housing and social service agencies (CHAPA, Mass Housing, SSHH website, Neighborworks Housing Solutions)
- Town and neighboring schools, faith organizations, schools and offices.
- Local Media (PSA Announcements, Hingham Press, Enterprise, Ledger surrounding towns and local media)

SSHH adheres to all state and federal fair housing practices.

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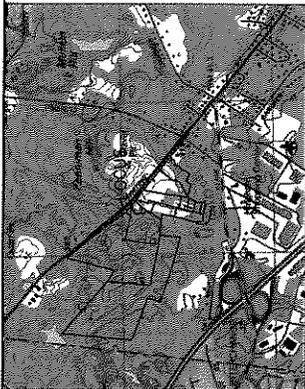
TOWN OF HINGHAM, MASSACHUSETTS
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2. PRELIMINARY SITE DEVELOPMENT PLANS

In accordance with Section 2.E.1 of the Town of Hingham Rules and 760 CMR 56.05(2)(a), the following preliminary plans and drawings are provided (the "Comprehensive Permit Preliminary Site Plan") and such plans are incorporated into and made a part of this application:

- Existing Conditions Plan
- Site Development Plan including Drainage
- Grading Plan
- Utility Plan

The project will access the utility infrastructure located on Whiting Street, including water, gas, electric, telephone, and cable television.



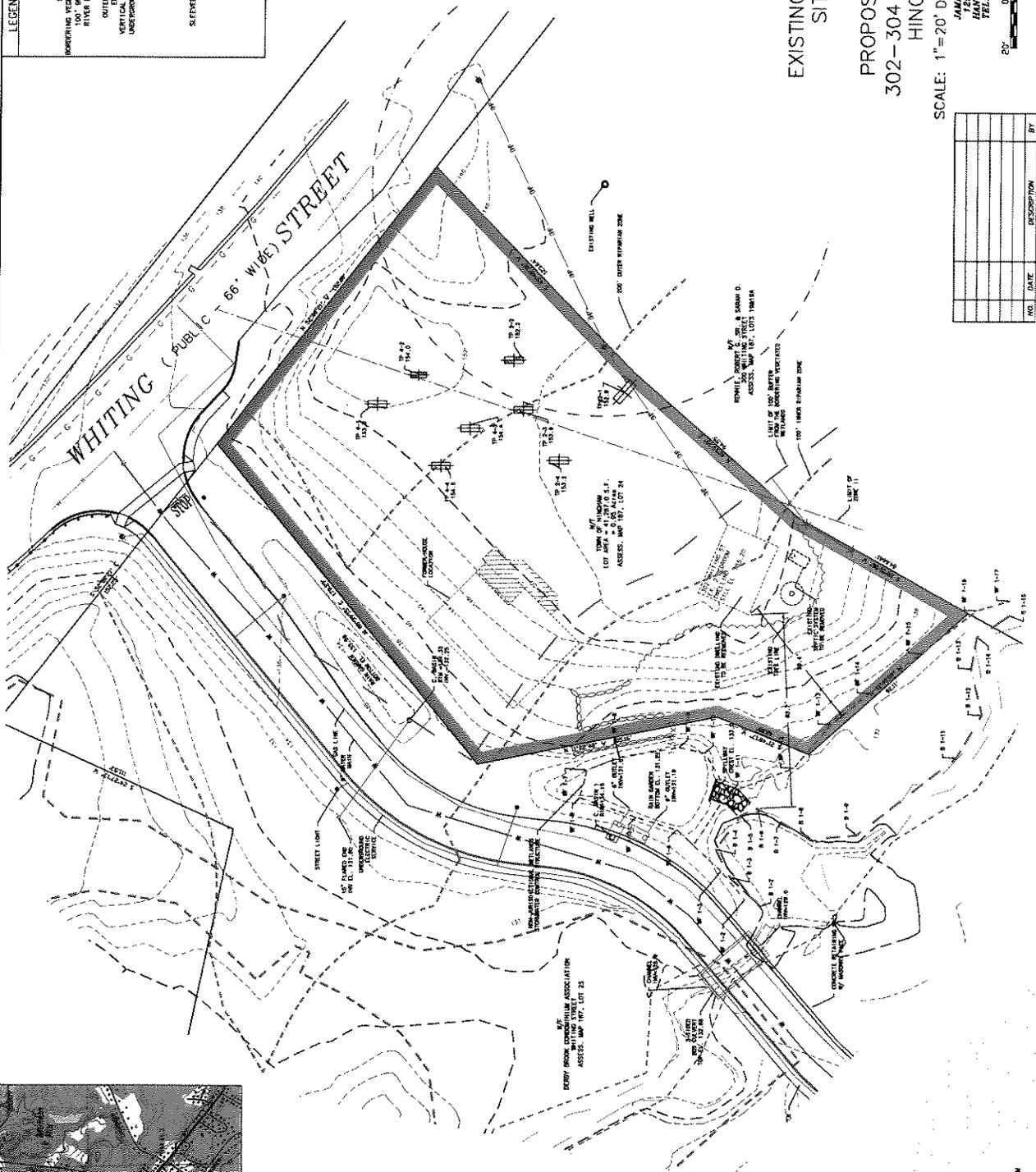
LOCUS PLAN
SCALE: 1" = 2,400'

DRAWING LIST

Description	Sheet No.
PRELIMINARY PLANS AND TOP OF BANK ESTABLISHED BY MOYER	1 OF 7
EXISTING CONDITIONS	2 OF 7
UTILITY SHEET	3 OF 7
GRADING SHEET	4 OF 7
302 SEPTIC DESIGN	6 OF 7
304 SEPTIC DESIGN	7 OF 7

LEGEND

OUTDOOR LIGHT FIXTURE	○
PAVING	▨
BUILDING SETBACK	—
UNIMPROVED WETLANDS	▨
RIVER HIGH WATER MARK	—
EDGE OF STREAM	—
OUTSIDE OF FLOODPLAIN	—
EDGE OF FLOODPLAIN	—
VERTICAL GRANITE CURBING	—
UNDERSTANDING TRANSFORMER	⊕
HAND HOLE	○
WATER MAIN	—
GAS LINE	—
SEWERED WATER SERVICE	—
ROOF DRAIN	—
CATCH BASIN	—
DRAIN MANHOLE	—
POLE	—
SITE LIGHTING	—



OWNER
TRUSTEES OF THE HINGHAM ATTORNEYS
HOBSON TRUST
218 CENTRAL STREET
HINGHAM, MA 02043

APPLICANT
SOUTH SHORE HABITAT FOR
HUMANITY
20 MATTHEWSON DRIVE
WENDELL, MA 02888

EXISTING CONDITIONS
SITE PLAN
FOR
PROPOSED DWELLINGS
302-304 WHITING STREET
HINGHAM, MASS.

SCALE: 1" = 20' DATE: NOVEMBER 24, 2019

JAMES ENGINEERING, INC.
100 STATE STREET
HAVERHILL, MASS 02339
TEL: 1-(981)-876-7785



NO.	DATE	DESCRIPTION	BY

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3. REPORT ON EXISTING CONDITIONS

In accordance with Section 2.E.2 of the Town of Hingham Rules and 760 CMR 56.05(2)(b), this report summarizes the following existing conditions at the site, located at Whiting Street in Hingham (the "Site"), as further documented in the preliminary site development plans (the "Preliminary Site Plans"):

1. Topography and elevations
2. Zoning district(s)
3. Existing buildings
4. Driveways and streets
5. Existing sewer connections
6. Wetlands
7. Character of surroundings and open areas
8. Parking and traffic patterns

1. Topography

The existing site is in the Residence C Zoning District in Hingham at 302 Whiting Street. The lot is located on the south side of Whiting street and generally runs from southwest to northeast up to Whiting street. A perennial stream is located south of the lot and the bordering vegetated wetlands adjacent to this stream have been flagged along the southwest property line. The Riparian Zone associated with this stream projects into the lot. Within the lot, the area of the inner riparian zone is 10,720+ square feet and the outer riparian zone is 18,282+ square feet. The flagged wetlands along the southwest property line occupy 132+ square feet of the parcel. Overall, the lot area is 41,287.0 square feet (0.95 acres) and is identified on Assessors map 187, parcel 24.

There is an existing 2-bedroom single family dwelling on the lot which is located within the inner riparian zone only 81.7' from the flagged limit of the top of bank of the stream and is only 59.4' from the flagged limit of the bordering vegetated wetlands. The existing subsurface sewage disposal system for the house is located behind the dwelling. Accordingly, it is closer to both the stream and the wetlands than the house. Water supply for the dwelling is from a well which is in front of the house. Access to the dwelling from Whiting Street is gained by a gravel driveway. The entrance to the driveway is located at the northeast corner of the lot. The area in front of the existing house has been cleared and is an exposed gravel surface. This area in front of the dwelling is on a relatively flat plateau at elevation 152.0+. The driveway up to this plateau from Whiting Street slopes at a 10%+ grade up from the edge of the pavement which is at elevation 143.8+. To the west the grade slopes at a 4 horizontal to 1 vertical grass covered

slope down to the property line at elevation which ranges from elevation 136.0 – 138.0. To the southwest back towards the wetlands, this area slopes at about a 4 horizontal to 1 vertical down to elevation 134.0+ along the wetlands line. The grades on the abutting lot to the east are consistent with the existing grades on the parcel.

This site was part of the development area associated with the Derby Brook Condominiums. This development is a 20-unit condominium approved under the 40B program. The units are all located across the stream west of this site. The driveway across the stream to the condominium borders this lot along the west property line. Two stormwater control structures are located between the driveway and the property line. In conjunction with the development of Derby Brook Condominiums, this lot area was altered significantly. The changes made were:

- The second single family dwelling that was present on this lot which was in front of and west of the existing dwelling, was removed.
- All the forested area along the westerly side of the former dwelling was removed to grade the lot in conjunction with the construction of the driveway and the stormwater improvements.

Accordingly, nearly 85% of the lot has been cleared of all woodland vegetation. The only area that remains wooded is an area of approximately 6,100 square feet between the house and the wetlands at the rear of the lot.

Based upon percolation tests that were conducted in 2003 in conjunction with a proposed upgrade to the septic systems for the 2 dwellings, the soils on the parcel are all an extremely well drained sand & gravel. They are well suited for subsurface sewage disposal systems. The site is partially located within the Zone II of a public drinking water supply well as mapped on the MASS GIS site. In addition, there is a private drinking water supply well that is located on the abutting residential parcel east of the site approximately 48' from the property line.

Power to the existing dwelling comes up along the easterly property line from Whiting Street to a utility pole 106' from the right way and then up to the dwelling. No other service connections to public utilities are located on the lot.

2. Zoning District

The Site is located within the Residence C Zoning District.

3. Existing Buildings

The Site contains one single family home located on parcel 187-24.

4. Driveways and Streets

Access to the Site will be provided by a private 20 ft. wide roadway entering from Whiting Street.

5. No access to Town sewer

Each home will have a private septic system that meets Title 5 requirements

6. Wetlands

The site consists of 41,287 acres of which .945 are upland and .003 are wetland.

7. Character of surroundings and open areas

The surrounding area presently consists of a mixture of residential, recreational, restaurants and agricultural uses.

This site previously hosted two modest single family homes. One has been demolished and the second is scheduled to be demolished and replaced with two modest single family homes consistent with the style of homes previously located on the property.

Whiting Street is a main route that offers convenient access to Prevites Marketplace, the Range Bar & Grill and all restaurants and shopping at the Derby Street Shoppes, 10 Minute drive to Wompatuck State Park, 15 minute drive to Worlds End National Park, 10 minutes from Town Hall, 15 minutes from the high school, 10 minutes to the public library.

Hingham is a suburban coastal town located approximately 20 miles south of Boston and easily accessed by Route 3. Hingham is serviced by the Greenbush Commuter rail and the Hingham Ferry service from the Shipyard Marina to Long Wharf. The service runs frequently during the business work week and offers weekend service on a less frequent basis. Hingham is a member of the Massachusetts Bay Transportation Authority (MBTA). There is fixed route service to Quincy Station. The MBTA also provides THE RIDE, a paratransit service for the elderly and disabled. The Plymouth and Brockton Street Railway Company provides bus commuter service to Boston.

Presently the Site contains one home with Frontage on Whiting Street. The remainder of the Site is undeveloped and consists of wooded and grassy areas except for the existing driveway leading to the property

8. Parking and traffic patterns

Entrance to the homes will be via an existing curb cut off of Whiting Street. Each home will have a drive that will accommodate a minimum of two cars.

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COMPREHENSIVE PERMIT APPLICATION

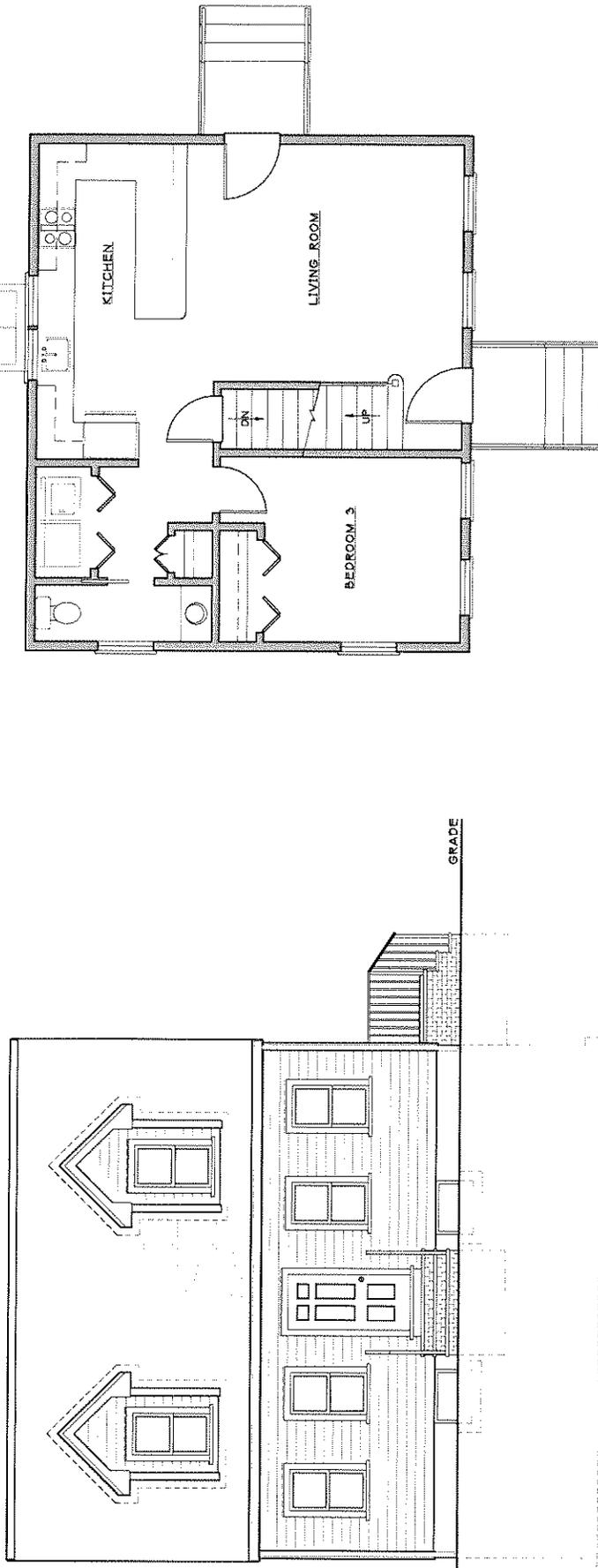
TOWN OF HINGHAM, MASSACHUSETTS
ZONING BOARD OF APPEALS

4. PRELIMINARY SCALED ARCHITECTURAL DRAWINGS

In accordance with Section 2.E.3 of the Town of Hingham Rules 760 CMR 56.05(2)(c), preliminary scaled architectural drawings for each building including typical floor plans, typical elevations and sections, and identifying construction type and typical materials specifications. We are proposing a Cape style home that will offer energy efficient features where possible. The exterior is typically siding and will blend in with the character of the neighborhood. The following proposed plans are part of this application:

- T-1 Title Sheet – Front Elevation
- A-1 Foundation, Floor Plans & Notes
- A-2 Exterior Elevations & Notes
- A-3 Framing Plans, Section & Notes

CAPE HOUSE



GENERAL NOTES

1. ALL DIMENSIONS UNLESS OTHERWISE NOTED WITH THE MARK SHALL BE TO FACE UNLESS OTHERWISE NOTED.
2. FINISHES TO BE DETERMINED BY THE ARCHITECT.
3. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND ALL APPLICABLE REGULATIONS.
4. ALL MATERIALS SHALL BE OF THE BEST QUALITY AND SHALL BE APPROVED BY THE ARCHITECT.
5. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND ALL APPLICABLE REGULATIONS.
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GENERAL FOUNDATION NOTES

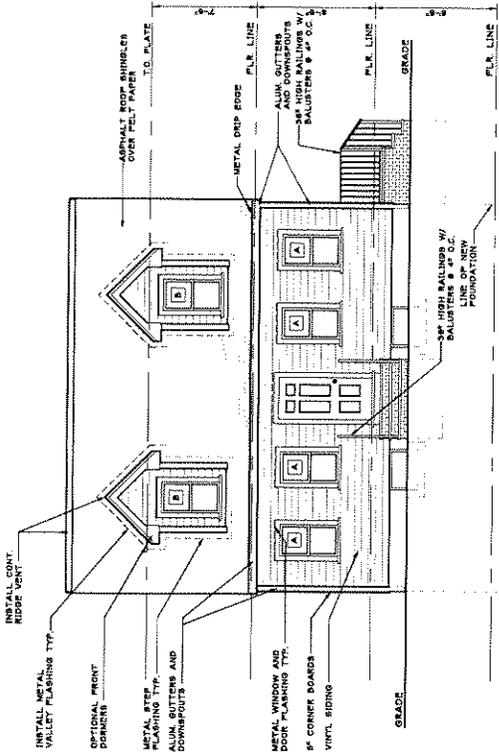
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REVISIONS	
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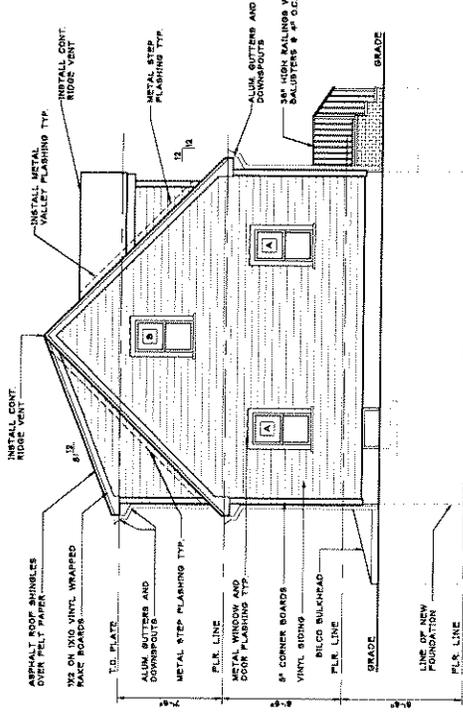
- GENERAL NOTES**
1. ALL WORK SHALL BE IN ACCORDANCE WITH THE MASS STATE BUILDING CODE AND ALL APPLICABLE REGULATIONS.
 2. ALL MATERIALS SHALL BE NEW UNLESS OTHERWISE NOTED.
 3. ALL ROOFING SHALL BE ASPHALT/FLY ASBESTOS FREE SHINGLES AND ALL FLASHING SHALL BE METAL.
 4. ALL EXTERIOR WALLS SHALL BE 8" VINYL SIDING WITH 1/2" ON TWO VINYL WRAPPED CORNER BOARDS.
 5. ALL INTERIOR WALLS SHALL BE 5/8" GYP BOARD WITH 1/2" VINYL SIDING ON INTERIOR SURFACE.
 6. ALL FLOORING SHALL BE 3/4" OSB BOARD WITH 1/2" VINYL SIDING ON INTERIOR SURFACE.
 7. ALL CEILING SHALL BE 5/8" GYP BOARD WITH 1/2" VINYL SIDING ON INTERIOR SURFACE.
 8. ALL WINDOWS SHALL BE 1/2" ON TWO VINYL WRAPPED CORNER BOARDS WITH 1/2" ON TWO VINYL WRAPPED DOWNSPOUTS.
 9. ALL DOORS SHALL BE 1/2" ON TWO VINYL WRAPPED CORNER BOARDS WITH 1/2" ON TWO VINYL WRAPPED DOWNSPOUTS.
 10. ALL ROOFING SHALL BE 1/2" ON TWO VINYL WRAPPED CORNER BOARDS WITH 1/2" ON TWO VINYL WRAPPED DOWNSPOUTS.
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WINDOW SCHEDULE	WINDOW SCHEDULE NUMBER	TYPE	FINISH
1	1	1/2" ON TWO VINYL WRAPPED CORNER BOARDS	1/2" ON TWO VINYL WRAPPED CORNER BOARDS
2	2	1/2" ON TWO VINYL WRAPPED CORNER BOARDS	1/2" ON TWO VINYL WRAPPED CORNER BOARDS
3	3	1/2" ON TWO VINYL WRAPPED CORNER BOARDS	1/2" ON TWO VINYL WRAPPED CORNER BOARDS
4	4	1/2" ON TWO VINYL WRAPPED CORNER BOARDS	1/2" ON TWO VINYL WRAPPED CORNER BOARDS

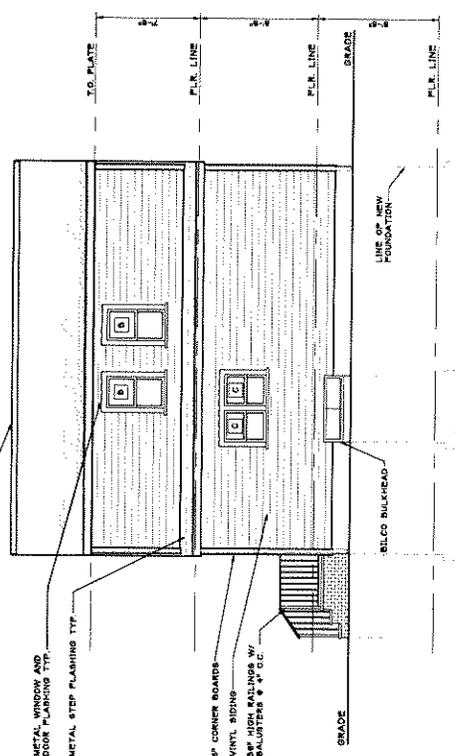
ROOFING SCHEDULE	ROOFING SCHEDULE NUMBER	TYPE	FINISH
1	1	ASPHALT/FLY ASBESTOS FREE SHINGLES	ASPHALT/FLY ASBESTOS FREE SHINGLES
2	2	ASPHALT/FLY ASBESTOS FREE SHINGLES	ASPHALT/FLY ASBESTOS FREE SHINGLES



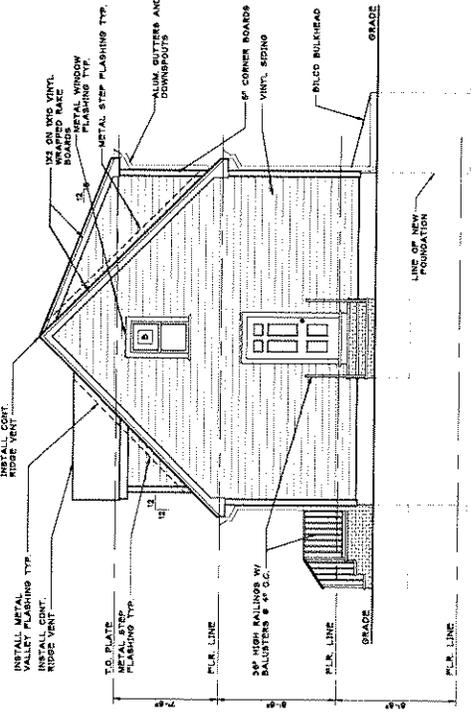
1 FRONT ELEVATION
SCALE 1/4"=1'-0"



2 LEFT-SIDE ELEVATION
SCALE 1/4"=1'-0"



3 REAR ELEVATION
SCALE 1/4"=1'-0"



4 RIGHT-SIDE ELEVATION
SCALE 1/4"=1'-0"

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5. TABULATION OF PROPOSED BUILDINGS

In accordance with Section 2.E.4 of the Town of Hingham Rules 760 CMR 56.05(2)(d), a tabulation of proposed buildings by type, size (number of bedrooms, floor area) and ground coverage, and a summary showing the percentage of the tract to be occupied by buildings, by parking, and other paved vehicular areas, and by open areas is provided below.

The following Tabulation is provided in accordance with Section 3.2.4 of the Town of Hingham's Supplemental Rules for Comprehensive Permit:

Type of home	# of homes	# of Bedrooms	# of Baths	Approx. Gross Sq. Ft.	# of Parking Spaces	Sales Price/unit	Assoc. Fee	Handicap Accessible
Affordable	<u>2</u>	<u>3/unit</u>	<u>1.5/unit</u>	<u>1200/unit</u>	<u>2/unit</u>	<u>\$185,000/unit</u>	<u>\$100</u>	Accommodations available if needed

Type of Building	Two story Cape style homes
Number of Buildings	Two homes Two sheds
Building Size	Homes 24 x 28 Sheds 10 x 8
Number Units	One unit per building
Size of Units	1,200 – 1,300 SF
Parking Coverage (includes road) (acres and as% of Site)	0.085 Acres - 9%
Other Paved Acres (acres and as % of Site)	0.002 Acres – 0.2 %
Open Space (acres and as% of Site)	0.817 Acres - 86%
Total Impervious area on Site (acres and as% of Site)	0.13Acres - 14%

302-304 WHITING STREET- HINGHAM MA
COMPREHENSIVE PERMIT APPLICATION

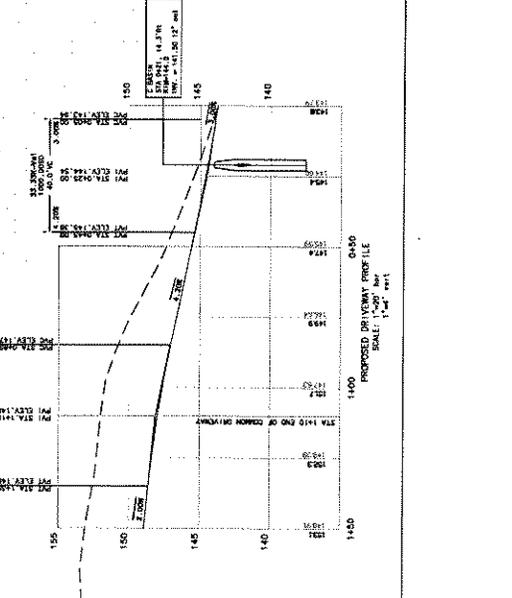
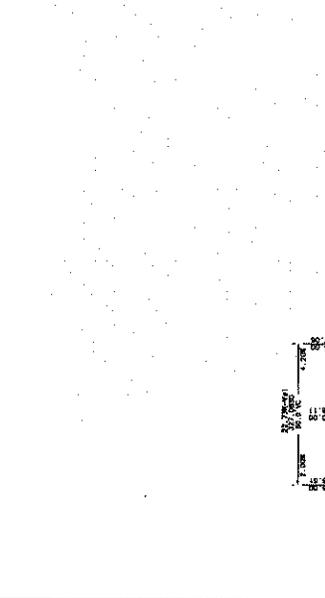
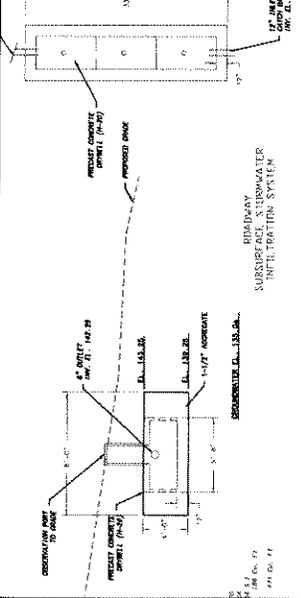
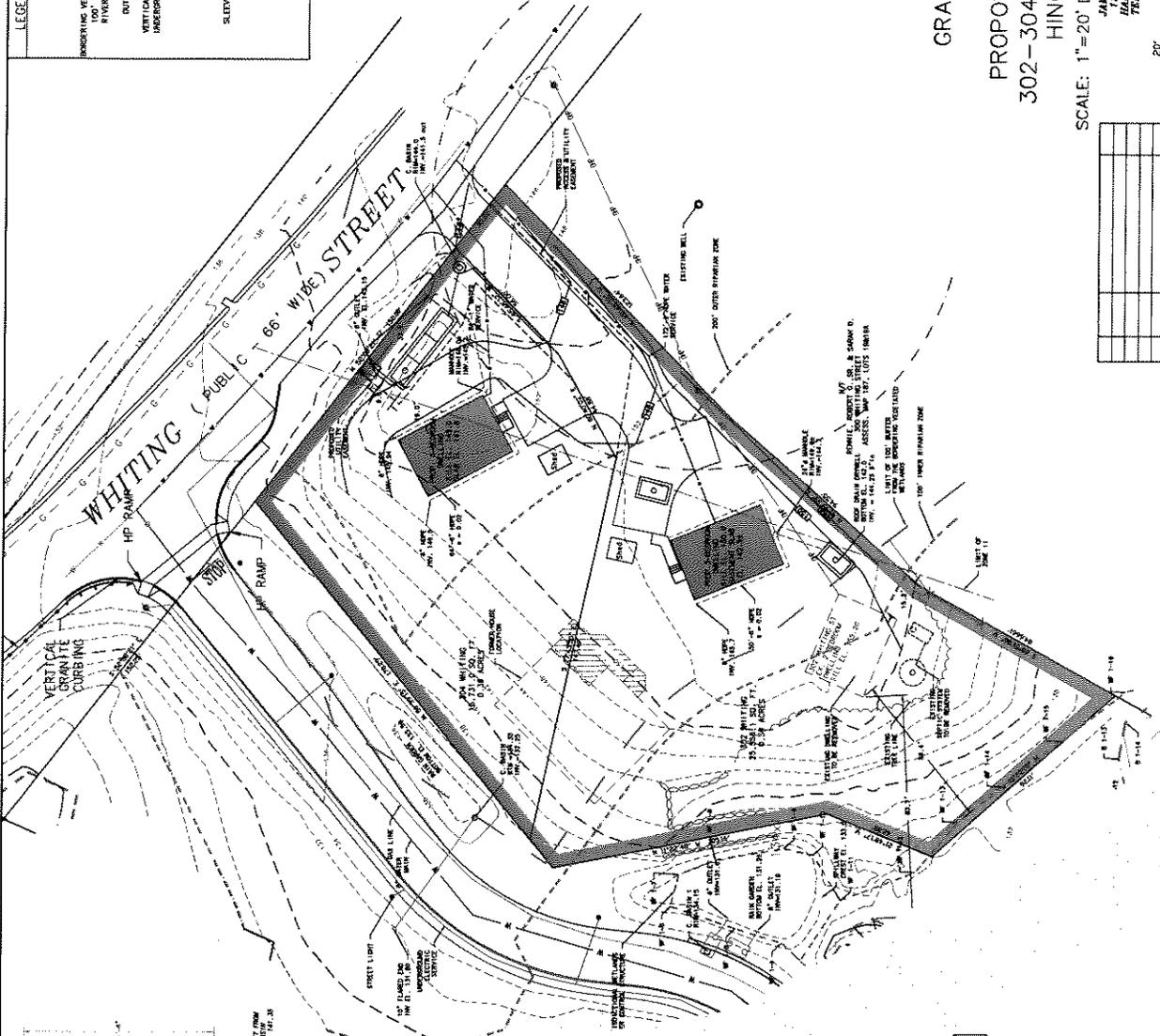
TOWN OF HINGHAM, MASSACHUSETTS
ZONING BOARD OF APPEALS

6. PRELIMINARY UTILITIES PLAN

In accordance with Section 2.E.6 of the Town of Hingham Rules and Regulations for Comprehensive Permits and 760 CMR 56.05(2)(±), a preliminary utilities plan showing the proposed location and types of sewage, water, and drainage facilities including hydrants, electrical and gas lines, and exterior lighting is provided within the Preliminary Site Development Plans and the attached Proposed Grading and Utility Plan.

LEGEND

- CONTOUR
- 10' CONTOUR
- BUILDING SETBACK
- UNDERLYING VEGETATED WETLANDS
- WETLANDS
- RIVER WICH WATER MARK
- EDGE OF STREAM
- VERTICAL GRANITE CURBING
- UNDERGROUND TELEPHONE/COAXIAL
- UNDERGROUND UTILITY
- WATER MAIN
- SEWER MAIN
- ROOF DRAIN
- CAVITY DRAIN
- DRAIN MANHOLE
- STREET LIGHTING



OWNER
 TRUSTEES OF THE HINGHAM ATTORNEYS
 210 CENTRAL STREET
 HINGHAM, MA 02043

APPLICANT
 SOUTH SHORE HUBSTAY FOR
 20 WATERBURY DRIVE
 WENDELL, MA 02719

GRADING PLAN
 FOR
PROPOSED DWELLINGS
302-304 WHITING STREET
HINGHAM, MASS.

SCALE: 1"=20' DATE: NOVEMBER 24, 2019

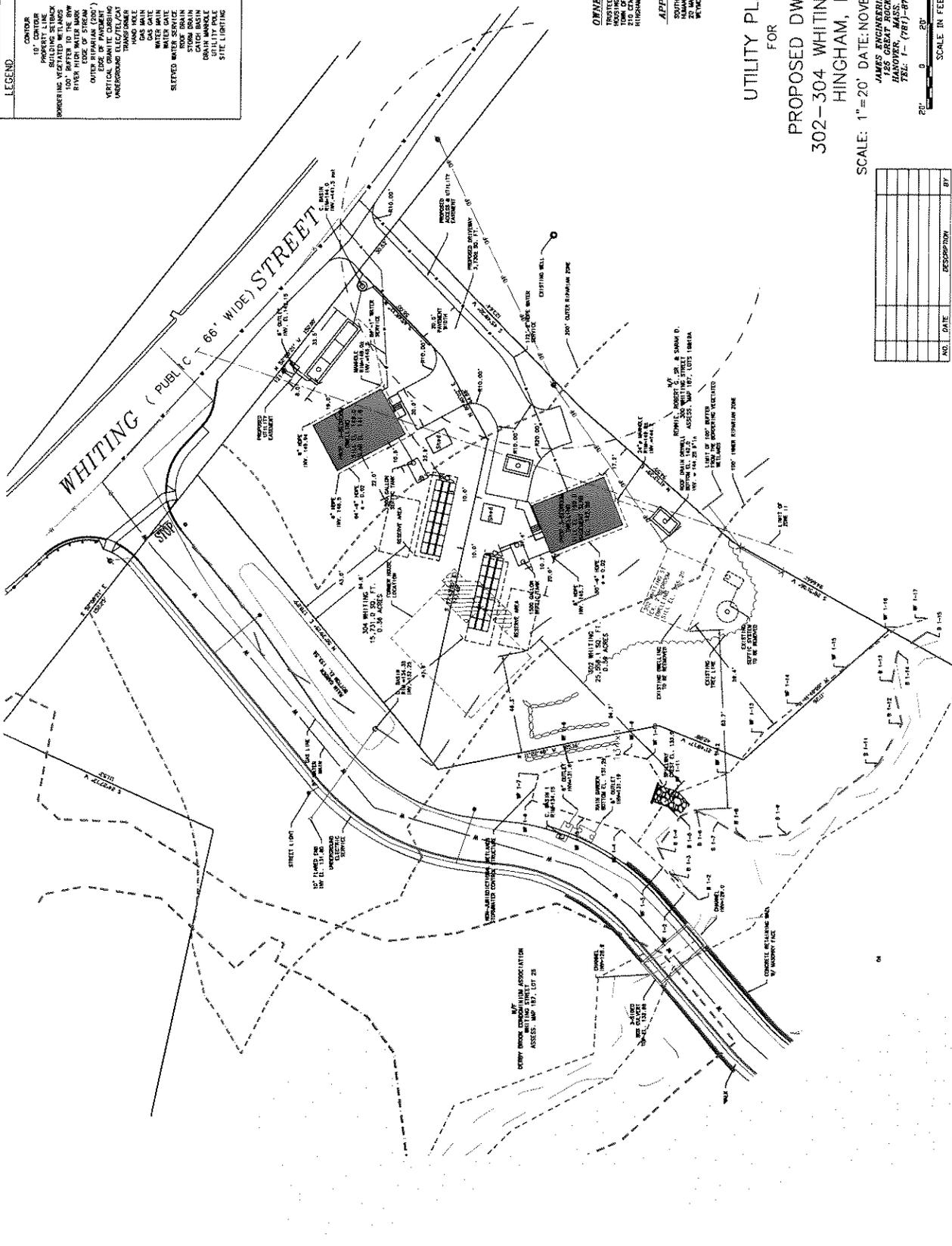
JAMES ENGINEERING, INC.
 145 GREATPACK ROAD
 HINGHAM, MASS.
 TEL: (781)-878-1785



NO.	DATE	DESCRIPTION	BY

LEGEND

- CENTER
- PROJECT LINE
- BUILDING SETBACK
- PROPERTY LINE
- RIVER WATER MARK
- EDGE OF STREAM
- OTHER (BY PARAGRAPH)
- VERTICAL CURVE (CURBING)
- UNDERPASS
- TRANSFORMER
- HAND HOLE
- WATER MAIN
- GAS GATE
- ROOF DRAIN
- CATCH BASIN
- GRAIN MANHOLE
- SITE LIGHTING



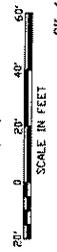
OWNER
 PROPERTIES OF THE HINGHAM AFFORDABLE HOUSING TRUST
 210 CENTRAL STREET
 HINGHAM, MA 02043

APPLICANT
 SOUTH SHORE HABITAT FOR HUMANITY
 20 MATHEWSON DRIVE
 WETUQUITT, MA 02189

UTILITY PLAN
 FOR
PROPOSED DWELLINGS
302-304 WHITING STREET
HINGHAM, MASS.

SCALE: 1"=20' DATE: NOVEMBER 24, 2019

JAMES GREENBERG & ASSOCIATES, INC.
 155 GREENBERG DRIVE
 HANOVER, MASS. 02339
 TEL: 1-(781)-878-1795



NO.	DATE	DESCRIPTION	BY

[DRAFT]

COMMON DRIVEWAY
AND
UTILITY EASEMENT

WHEREAS, **South Shore Habitat For Humanity, Inc.**, a Massachusetts nonprofit corporation, having a usual place of business of 20 Mathewson Drive, Weymouth, Massachusetts 02189-2346 is the owner of **Lots 302 & 304** as shown on a plan entitled “Utility Plan for Proposed Dwellings 302-304 Whiting Street Hingham, Mass”, prepared for South Shore Habitat for Humanity, prepared by James Engineering, Inc., dated November 24, 2019, recorded with the Plymouth County Registry of Deeds herewith. Said **Lots 302 & 304** have a mailing address of 302 & 304 Whiting Street, Hingham, MA 02043.

WHEREAS, said **Lots 302 & 304** are approved building lots in the Town of Hingham and have the benefit of a Common Driveway and Utility Easement as shown on the aforesaid plans as “Proposed Access & Utility Easement”.

WHEREAS, South Shore Habitat For Humanity, Inc. intends to subject said **Lots 302 & 304** to the requirements, easements, covenants and agreements set forth herein.

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, it is agreed by South Shore Habitat For Humanity, Inc., not only for itself, but also for its heirs, assigns and successor in interest of every type, that each of said **Lots 302 & 304** is and shall be held and conveyed as part of this Common Driveway and Utility Easement and subject to the following terms and conditions:

1. The easement locus for the Common Driveway and Utility Easement is and shall be located and shown on the aforesaid plan as “Proposed Access & Utility Easement”.
2. Each of said **Lots 302 & 304** and the owners thereof shall have the rights in common with each other to use, from time to time, those areas of the lots shown on the aforesaid plan which fall within the easement area defined and described thereon and herein for all purposes which common driveways are commonly used, including without limitation, the right to pass and repass across said **Lots 302 & 304** from Whiting Street over the easement area in accordance with the terms of this Agreement for the purpose of ingress to and egress, and to excavate, lay, install, construct, maintain, repair, replace, remove and use underground utility lines, including, without limitation, sewers, drains, water mains, gas pipes, electric lines, telephone lines, cable

television, internet, and other lines on, in and under said easement area, all of which underground utilities shall remain the property of the persons installing the same.

3. The owners of said **Lots 302 & 304**, by acceptance of a deed to any of said **Lots 302 & 304**, agree to repair and maintain said easement in common with each other and agree to indemnify each other and save each other harmless from and against any loss, damage or liability arising out of their of said right and easement. Such repairs and maintenance shall include without limitation:
 - a. Repair and maintenance of the driveway so as to provide continuous year round access for vehicular traffic to said lots and including access for all emergency, construction, maintenance and utility company vehicles and all vehicles commonly used by the owners of single family residential dwellings located on said lots or to provide goods and services to said lots.
4. No building or other structures of any kind shall be constructed upon or within the Common Driveway and Utility Easement except for the appropriate utility and drainage easements and related construction.
5. The requirements, easements, covenants and agreements set forth herein are for the benefit of the lots referenced above as shown on the aforesaid plan.

For title reference to said **Lots 302 & 304**, see deed from _____ dated _____ and recorded with the Plymouth County Registry of Deeds in Book _____ at Page _____.

[End of Document – Signature Page to Follow]

Executed as a sealed instrument this ____ day of _____, 2019.

South Shore Habitat For Humanity, Inc.

By: _____

President and Treasurer

COMMONWEALTH OF MASSACHUSETTS

_____ County, ss.

On this ____ day of _____, 2019, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, being (check whichever applies): driver's license or other state or federal governmental document bearing a photographic image, oath or affirmation of a credible witness known to me who knows the above signatory, or my own personal knowledge of the identity of the signatory, to be the person whose name is signed above, and acknowledged the foregoing to be signed by him voluntarily for its stated purpose as the duly authorized President and Treasurer of South Shore Habitat For Humanity, Inc.

Notary Public
My Commission Expires: _____
Print Notary Public's Name: _____
Qualified in the Commonwealth of Massachusetts

302-304 WHITING STREET- HINGHAM MA
COMPREHENSIVE PERMIT APPLICATION

TOWN OF HINGHAM, MASSACHUSETTS
ZONING BOARD OF APPEALS

7. PROJECT ELIGIBILITY

In accordance with Section 2.E.7 of the Town of Hingham Rules and Regulations for Comprehensive Permits and 760 CMR 56.05(2)(g), DHCD's preliminary determination of Project Eligibility under the Comprehensive Permit Rules (the "Project Eligibility Determination") has been provided by separate attachment and is incorporated into and made a part of this application.

1. Non Profit 501(c)(3)
2. Project Eligibility/Site Approval
3. Site Control



Help build it!

April 23, 2019

South Shore HFH
20 Mathewson Drive
Weymouth, MA 02189

RE: 501(c) (3) Letter for HFH of South Shore HFH, Partner ID# 0092-4487

Dear Affiliate Leader:

This letter will confirm that South Shore HFH with employer identification number 22-2701789, is considered a subordinate under the group tax exemption umbrella of Habitat for Humanity International, Inc. ("HFHI") under Section 501(c)(3) of the Internal Revenue Code.

The group exemption number assigned to HFHI by the IRS is 8545. This number may be provided to prospective donors, foundations and other grant organizations as they request it and is required on certain IRS forms.

Enclosed is a copy of the determination letter dated August 20, 2018, provided by the IRS as evidence of HFHI's tax exempt status as well as its group exemption. The determination letter, together with this letter, confirms South Shore HFH's subordinate status and provides evidence of its tax-exempt status under Section 501(c)(3) of the Code.

In partnership,

A handwritten signature in black ink, appearing to read "Sonjia Melton".

Sonjia Melton
Affiliate Representative
Affiliate Support Center
Habitat for Humanity International



Commonwealth of Massachusetts
**DEPARTMENT OF HOUSING &
COMMUNITY DEVELOPMENT**

Charles D. Baker, Governor ♦ Karyn E. Polito, Lt. Governor ♦ Janelle L. Chan, Undersecretary

September 12, 2018

Mr. Paul K. Healey, Chair
Board of Selectman
Town of Hingham
210 Central Street
Hingham, Massachusetts 02043

Ms. Martine Taylor
South Shore Habitat for Humanity, Inc.
20 Mathewson Drive
Weymouth, MA 02189

RE: Whiting Street, Hingham, Massachusetts
Determination of Project Eligibility under the Local Initiative Program (LIP)

Dear Mr. Healey and Ms. Taylor:

I am pleased to inform you that your application for project eligibility under the Local Initiative Program (LIP) for the proposed Whiting Street project has been approved. This approval is based on your application that sets forth a plan for the development of two (2) homeownership units. The proposed sales prices of the LIP units are generally consistent with the standards for affordable housing to be included in a community's Chapter 40B affordable housing stock.

As part of the review process, Department of Housing and Community Development (DHCD) staff has performed an on-site inspection of the proposed project sites. DHCD has made the following findings:

1. The proposed project appears generally eligible under the requirements of the Local Initiative Program, subject to final program review and approval;
2. The site of the proposed project is generally appropriate for residential development;
3. The conceptual plan is generally appropriate for the site on which the project is located;
4. The proposed project appears financially feasible in the context of the Hingham housing market;
5. The initial pro forma for the project appears financially feasible and consistent with cost examination and limitations on profits and distributions on the basis of estimated development costs;

6. The project sponsor and the development team meet the general eligibility standards of the Local Initiative Program;
7. The project sponsor has an executed Purchase and Sale agreement for the site.

The proposed project must comply with all state and local codes not specifically exempted by a comprehensive permit.

Please provide us with a copy of the comprehensive permit as soon as it is issued. The DHCD legal office will review the comprehensive permit and other project documentation. Additional information may be requested as is deemed necessary. Following the issuance of the comprehensive permit, the specifics of this project must be formalized in a regulatory agreement signed by the municipality, the project developer, and DHCD prior to starting construction.

As stated in the application, the Whiting Street project will consist of two (2) units, both of which will be affordable and eligible for inclusion in the Town's subsidized housing inventory. The affordable units will be marketed and sold to eligible households whose annual income may not exceed 80% of area median income, adjusted for household size, as determined by the U.S. Department of Housing and Urban Development.

Please note that under the Comprehensive Permit Guidelines, IV.B.1.b, this project qualifies as an exception to the requirement to submit an as-is appraisal of the property.

The conditions that must be met prior to final DHCD approval include:

1. A final affirmative fair marketing and lottery plan with related forms shall be submitted that reflects LIP requirements including consistency with the *Comprehensive Permit Guidelines, Section III, Affirmative Fair Housing Marketing Plans*;
2. Any changes to the application it has just reviewed and approved, including but not limited to alternations in unit mix, sales price, development team, unit design, site plan and financial pro forma reflecting land value, must be approved by DHCD;
3. The project must be organized and operated so as not to violate the state anti-discrimination statute (M.G.L. c151B) or the Federal Fair Housing statute (42 U.S.C. s.3601 et seq.). No restriction on occupancy may be imposed on the affordable unit (other than those created by state or local health and safety laws regulating the number of occupants in dwelling units); and

4. The Town shall submit to DHCD the finalized details of the comprehensive permit.

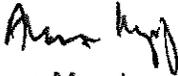
As the Whiting Street project nears completion of construction, DHCD staff may visit the site to ensure that the development meets program guidelines.

When the units have received Certificates of Occupancy, the developer must submit to both DHCD and the Hingham Board of Selectmen a project cost compilation for the comprehensive permit project.

This letter shall expire two years from this date or on August 27, 2020 unless a comprehensive permit has been issued.

We congratulate the Town of Hingham and South Shore Habitat for Humanity on your efforts to work together to increase the Town's supply of affordable housing. If you have any questions as you proceed with the project, please call Alana Murphy at 617-573-1301.

Sincerely,



Alana Murphy
Deputy Associate Director

cc: Noreen Brown, South Shore Habitat for Humanity
Emily Wentworth, Town Planner
Tom Mayo, Town Administrator
Robyn Maguire, Zoning Board of Appeals
Office of the Chief Counsel, DHCD

Enc.

RESPONSIBILITY FOR COST CERTIFICATION:

By your signature below, South Shore Habitat for Humanity, Inc., acknowledges and accepts this approval letter, including the obligation under law to provide the Department of Housing and Community Development and the Town of Hingham with a project cost compilation.

Signature: Nureen Browne
Name (print): Nureen Browne
Date: 9/14/18

Upon receipt, please make copy of this letter and return a signed copy to Division of Housing Development, Department of Housing and Community Development, 100 Cambridge Street, Boston, MA 02114 ATTN: Local Initiative Program

Whiting Street, Hingham, Massachusetts

LOCAL INITIATIVE PROGRAM – COMPREHENSIVE PERMIT

Sponsor:
South Shore Habitat for Humanity, Inc.
20 Mathewson Drive
Weymouth, MA 02189

Project Addresses:
302-304 Whiting Street
Hingham, MA 02043

This project will provide ownership opportunities according to the following breakdown:

Type of Unit	# of Units	# of Bdrms	# of Baths	Gross SF	Condo Fee	Maximum Sales Price
Market Units	N/A	N/A	N/A	N/A	N/A	N/A
LIP Units	2	3	1.5	1,200	\$100	\$185,000
Total Units	2					

PURCHASE & SALE AGREEMENT

1. PARTIES:

On this 22nd day of December, 2017, the Trustees of the Hingham Affordable Housing Trust, a trust created pursuant to Massachusetts General Laws Chapter 44, Section 55C, with a principal place of business at Town Hall, 210 Central Street, Hingham, MA 02043 (hereinafter the "Seller"), agrees to sell, and South Shore Habitat for Humanity, Inc., a Massachusetts nonprofit corporation with a principal place of business at 20 Mathewson Drive, Weymouth, MA 02189 (hereinafter the "Buyer"), agrees to purchase, upon the terms hereinafter set forth.

2. DESCRIPTION:

The premises are described on Schedule A attached hereto and made a part hereof (hereinafter called the "Premises").

3. STRUCTURES, IMPROVEMENTS, FIXTURES:

Included in the sale as part of the Premises, are any structures and other improvements now thereon and belonging to the Seller and used in connection therewith, if any.

4. TITLE DEED:

The Premises are to be conveyed by a release deed running to the Buyer.

5. PURCHASE PRICE:

(a) The agreed consideration for the transfer of the Premises is One Dollar (\$1.00), which is to be paid in cash at the time of delivery of the deed.

(b) Buyer will pay all recording fees associated with the sale of the Premises.

6. RIGHT TO INSPECTIONS:

(a) The Buyer and Buyer's agents and independent contractors may, at their own cost and expense, at any time, and from time to time, upon prior notice to the Seller, enter upon the Premises for the purpose of making such surveys, measurements, inspections and engineering studies and other tests and actions, including environmental investigations, which the Buyer may reasonably desire to determine the suitability of the Premises for purchase and development ("Investigations"). The Buyer agrees to return the premises to its former condition subsequent to such investigations. The Buyer shall defend, indemnify and hold harmless the Seller from and against any claims, damages or expenses arising out of Buyer's activities on the Premises hereunder.

(b) The Seller agrees to give to Buyer for its review a copy of all permits, approvals, licenses, surveys, measurements, inspections, engineering studies and all other tests, actions and other documentation related to or affecting the Premises, which the Seller has or to

which it has access, all of which shall be assigned to the Buyer by the Seller on the Closing Date.

(c) The Seller represents that to the best of its knowledge there are no known hazardous environmental conditions at the Premises and that to the best of its knowledge there have been no spills of oil or any other hazardous materials on the Premises, both as defined by Chapter 21E of the Massachusetts General Laws. The Seller further represents that any and all reports, studies and other documentation regarding oil or hazardous materials or any other environmental condition in its possession have been given to the Buyer for its review.

7. PERMITS:

(a) The Seller and Buyer agree that, at any time, the Buyer may apply for such licenses, approvals, permits and variances from federal, state, and local regulatory agencies and bodies having jurisdiction over the Premises and development thereof as are necessary or desirable for the construction of a residential dwelling and related amenities and site development on the Premises as presently contemplated by the Buyer, including but not limited to a so-called "Comprehensive Permit" under Massachusetts General Laws Chapter 40B, (collectively the "Permits"). The Seller hereby agrees that the Premises may be included in any applications for any of such licenses, approvals, permits or variances even though such applications may be filed prior to the Closing Date. If, seven (7) days prior to the Closing Date as defined below, the Buyer has not obtained the Permits but has applied for said Permits, or if such Permits have been obtained but are subject to appeal, then the Buyer may extend the Closing Date by written notice to the Seller prior to the Closing Date, to a date ten (10) business days after the Permits have been obtained and all appeal periods have expired with no appeal having been filed.

(b) Seller agrees to cooperate with Buyer, at Buyer's sole cost and expense, as is reasonably necessary in Buyer's efforts to obtain the Permits. If Seller's signature is required in connection with Buyer's application for any of the Permits, the Buyer shall submit to Seller such proposed Permit application for Seller's review and signature, which review and signature shall not be unreasonably withheld or delayed.

8. TERMINATION RIGHTS:

If, in its sole judgment, the Buyer is not satisfied with the results of the Investigations or is unable to obtain the Permits or if there is any condition or issue relating to the Premises which, in the Buyer's sole judgment, renders purchase and development of the Premises unsuitable for the Buyer's intended purpose, the Buyer shall have the right to terminate this Agreement at any time prior to the Closing Date as defined below, by written notice thereof to Seller, upon which this Agreement shall be terminated without legal or equitable recourse to either party.

9. TIME FOR PERFORMANCE: DELIVERY OF DEED:

The Seller's deed to the Premises shall be delivered on the later of May 1, 2018, or 10 business days following the expiration of the appeal period for the issuance of the Comprehensive Permit to the Buyer with no appeal being filed (provided that Buyer applied for said permit prior to the Closing Date), or on an earlier date if requested by Buyer ("Closing Date") at the offices of South Shore Habitat for Humanity 20 Mathewson Drive Weymouth, MA 02189 or at such other place as the parties may agree in writing. On the Closing Date, Seller shall deliver the following:

- (a) Seller's deed transferring the Premises to the Buyer subject to an Affordable Housing Restriction;
- (b) discharge of each unpermitted lien or encumbrance;
- (c) the documents referenced in Paragraph 22. (a) and (b); and
- (d) payment of any adjustments due from Seller as set forth in Paragraph 15 below.

10. POSSESSION AND CONDITIONS OF PREMISES:

Full possession of said Premises is to be delivered on the Closing Date, the Premises to be then in the same condition as they are at the date of execution of this Agreement, free of all occupants, reasonable use and wear thereof excepted and in compliance with the provisions of this Agreement.

11. EXTENSION TO PERFECT TITLE OF MAKE PREMISES CONFORM:

If the Seller shall be unable to give title or to make conveyance, or to deliver possession of the Premises, all as herein stipulated, or if on the Closing Date, the Premises do not conform to the provisions hereof, then the Seller, by notice to the Buyer given not later than the Closing Date, may, but is not required to, use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the Premises conform to the provisions hereof, as the case may be, in which event, the Closing Date shall be extended by Seller for a period of up to sixty (60) days.

12. FAILURE TO PERFECT TITLE OR MAKE PREMISES CONFORM. etc:

If at the expiration of any extended time the Seller is legally-unable or unwilling to remove any defects in title (which are contrary to the quality of title which Seller is to convey, as provided in Paragraph 4 hereof), deliver possession, or make the Premises conform, as the case may be, all as herein agreed, then, unless Buyer elects to accept such title to the Premises in its then condition as provided in Paragraph 13 below, all other obligations of all parties hereto shall cease and this Agreement shall terminate without recourse to the parties hereto.

13. BUYER'S ELECTION TO ACCEPT TITLE:

Notwithstanding the foregoing provisions, the Buyer shall have the election, at either the original or any extended Closing Date, to accept such title as the Seller can deliver to the Premises in their then condition, in which case the Seller shall convey such title to the Buyer.

14. ACCEPTANCE OF DEED:

The acceptance of a deed by the Buyer shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms hereof, to survive the termination of this Agreement or are to be performed after the Closing Date.

15. ADJUSTMENTS:

Water and sewer use charges, if any, and real estate taxes and other municipal charges and betterments for the then current fiscal year shall be apportioned as of the Date of Closing. Seller shall pay any of such charges and taxes then due and owing, and the net amount of any such charges and taxes accrued but not yet due and payable which are owed by the Seller for such fiscal year shall be paid by the Seller to the Buyer on the Closing Date.

16. ADJUSTMENT OF UNASSESSED AND ABATED TAXES:

If the amount of said taxes is not known on the Closing Date, they shall be apportioned on the basis of the taxes assessed for the preceding fiscal year, with a reapportionment as soon as the new tax rate and valuation can be ascertained; and, if the taxes which are to be apportioned shall thereafter be reduced by abatement, the amount of such abatement, less the reasonable cost of obtaining the same, shall be apportioned between the parties, provided that neither party shall be obligated to institute or prosecute proceedings for an abatement. The provisions of this Paragraph shall survive the Closing Date.

17. BROKER:

Seller and Buyer represent to each other that neither has engaged any broker, entered into an agreement or other contract or otherwise negotiated or dealt with a broker in connection with the Premises. The Seller and Buyer shall indemnify and hold the other harmless from and against any loss, cost or damage suffered or incurred by the Seller or Buyer, as the case may be, as a result of a breach of the foregoing representation. The representations and obligations under this Paragraph shall survive the delivery of the deed or, if the transfer of the Premises does not occur, the termination of this Agreement.

18. DEFAULT DAMAGES:

If the Seller shall fail to fulfill the Seller's agreements herein, the Buyer shall be entitled to terminate this Agreement, or at the Buyer's option, require Seller to deliver a deed of the Premises to the Buyer in its as is condition.

19. LIABILITY OF SHAREHOLDER, OFFICE:

No shareholder, director, employee, agent, parent corporation or officer of the Seller or Buyer, shall ever be personally liable for any obligation, express or implied, hereunder.

20. NOTICES:

All notices which a party to this Agreement may desire or be required to give hereunder shall be in writing and shall be given by Certified Mail, return receipt requested, with postage prepaid, or delivered by recognized overnight delivery service, which service obtains a signature on delivery, or delivery by hand, addressed to the parties as follows:

Seller: Hingham Affordable Housing Trust
Town Hall
210 Central Street,
Hingham, MA 02043
ATTN: Chairman

With a copy to: Town Administrator
Town of Hingham
Town Hall
210 Central Street
Hingham, MA 02043

Buyer: South Shore Habitat for Humanity, Inc.
20 Mathewson Drive
Weymouth, MA 02189
ATTN: Executive Director

With a copy to: Barry R. Crimmins, Esquire
Law Offices of Barry R. Crimmins, P. C.
909 Washington Street
Stoughton, MA 02072

Any party may designate another addressee (or a different address) for notices hereunder by notice given pursuant to this Paragraph. A notice sent in compliance with the provisions of this Paragraph shall be deemed given on the day on which the notice is sent.

21. CONSTRUCTION OF AGREEMENT:

This Agreement may be executed in one or more counterparts each of which shall be deemed an original but all of which shall constitute one and the same Agreement. This Agreement shall be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and enures to the benefit of the parties hereto and the successors and assigns of the Seller, and may be canceled, modified or amended only by a written instrument executed by both the Seller and the Buyer but this Agreement may not be assigned by the Buyer except to its nominee or as otherwise expressly permitted hereunder. If two or more persons are named herein as Buyer, their

obligations hereunder shall be joint and several. The captions are used only as a matter of convenience and are not to be considered a part of this Agreement or to be used in determining the intent of the parties to it.

22. MISCELLANEOUS:

(a) Seller and Buyer each represents and warrants to the other party that each has authority to enter into this Agreement and to complete the transactions contemplated herein, and the party executing this Agreement on behalf of the Seller and Buyer has been authorized by the Seller and Buyer to do so and to bind the Seller and Buyer to the terms and conditions of this Agreement, and this Agreement is valid and binding upon the Seller and Buyer. Seller and Buyer shall, on the Closing Date, deliver to the other party evidence of such authority in a form as is reasonably acceptable to the Seller and Buyer and Buyer's title insurer, together with evidence of the legal existence and good standing of the Seller and Buyer in the Commonwealth of Massachusetts.

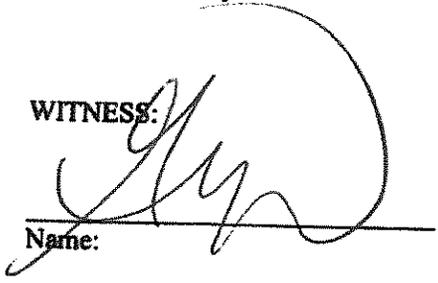
(b) On the Closing Date, the Seller agrees to deliver, if requested, such affidavits, certificates and documents, including title insurance and tax affidavits, as are customary or reasonable for real estate transactions of the type and nature of this transaction and Buyer shall execute all documents necessary to complete this transaction.

(c) The terms and conditions of the Whiting Street Property RFP and the Buyer's response to said RFP dated September 12, 2017 are incorporated into and made part of this Agreement. In the event of any conflict in the terms and conditions of this Agreement and the RFP and RFP response then the terms and conditions of the RFP and RFP response shall control.

EXECUTED as a sealed instrument on the day and year first written above.

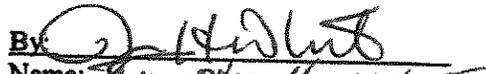
[THIS PAGE INTENTIONALLY LEFT BLANK EXCEPT FOR THE SIGNATURES OF THE PARTIES]

WITNESS:


Name: _____

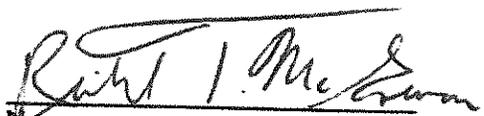
SELLER

Hingham Affordable Housing Trust

By: 
Name: Timothy H. White
Office: Chair

BUYER

South Shore Habitat for Humanity, Inc.


Name: _____

By: 
Name: Martine L. Taylor
Office: Executive Director

SCHEDULE A

Description of Premises

The land with the buildings thereon located in Hingham, Plymouth County, Massachusetts, being shown as "Public Safety Lot, Lots C&E (combined)," on a plan entitled "410 Whiting Street Plan of Land in Hingham, Mass.," dated November 8, 2008, by James Engineering, Inc., filed with the Plymouth County Registry of Deeds in Plan Book 55, Page 211 (the "Premises"), all as more further described in a deed from 302-304 Whiting Street Limited Partnership, a Massachusetts limited partnership having a mailing address of 156 Union Street, Hingham, MA 02043, to the Grantor herein dated August 19, 2014 and recorded in the Plymouth County Registry of Deeds in Book 44803, Page 78.

302-304 WHITING STREET- HINGHAM MA
COMPREHENSIVE PERMIT APPLICATION

TOWN OF HINGHAM, MASSACHUSETTS
ZONING BOARD OF APPEALS

8. LISTING OF REQUESTED WAIVERS FROM LOCAL REGULATIONS

Waivers

Applicant requests the following waivers from the applicable local regulations including, without limitation, the following:

November 25,2019

Town of Hingham
200 Central Street
Hingham, MA 02043

RE: Whiting Street 40B Residential Development Waiver Requests

To the Members of the Board;

On behalf of the Applicant South Shore Habitat for Humanity, we are hereby requesting the following waivers from the Town of Hingham regulations for residential development for the proposed dwelling units at 302 Whiting Street. The waivers requested are listed by approving authority from each of the respective rules and regulations of the Boards and/or Commissions as listed. The waivers required for the subdivision as designed are listed on the cover sheet and are listed as follows;

Board of Health Supplemental Rules & Regulations

1. Section IV.9 To maintain the viability of percolation test pits in accordance with Title V and not restrict them to 2 years.
2. Section VI.5. To allow setbacks from the wetlands to be as required by Title V.
3. Section VI.6 to allow setbacks from wells to be as required by Title V.
4. Section VI.7 to allow setbacks for leaching facilities to be as required by Title V
5. Section VI.8 To waive this section in its entirety restricting development to 1 bedroom per 12,500 square feet of lot area
6. Section VI.9 to waive the requirements for 5' of naturally occurring soils above maximum groundwater and allow the height of the leaching facilities above maximum groundwater levels to be set based upon the requirements of Title V.
7. Section VI.11 To waive the requirement to provide a reserve area in complete accordance with the requirements of the primary system.
8. Section VI.12a) to allow construction in fill with less than 6' of naturally occurring soils above groundwater.
9. Section VII.2. to allow the required number of test pits and percolation tests to be based upon the requirements of Title V.

Zoning by-Laws

1. Section I-J to waive site plan review (A-3 permit) for the proposed dwellings including the design requirements as espoused in this section.
2. Section IV.A Schedule of Dimensional Requirements
To waive the dimensional requirements listed in this section and allow them to be reduced in accordance with the table provided on sheet 2 of the set.
3. Section IV.C.2 Lot Shape

James Engineering, Inc., 125 Great Rock Road, Hanover, MA 02339
Tel: 1-781- 878-1795 e-mail: jameseng125_gary@msn.com

To waive this requirement in its entirety.

4. Section V.C. To waive the earth removal permit requirements and allow grading in accordance with the plans as approved.

I look forward to meeting with you to discuss these waivers further. If you have any further questions or comments regarding the above, please do not hesitate to contact me.

Sincerely:

Gary D. James, P.E.

302-304 WHITING STREET - HINGHAM MA
COMPREHENSIVE PERMIT APPLICATION

TOWN OF HINGHAM, MASSACHUSETTS
ZONING BOARD OF APPEALS

9. DEVELOPMENT TEAM

The following is a list of the South Shore Habitat Development Team

Developer / Contractor / Marketing

Name South Shore Habitat for Humanity, Inc.
Address 20 Mathewson Drive Weymouth, MA 02189
Phone 781-337-7744 x 10
Email nbrowne@sshahabitat.org
Tax ID 22-270-1789

Architect

Name Beau Designs
Address Bridgewater, MA 02324
Phone 508-726-4289
Email Pbeaulieu@mainstreetarchitects.net

Engineer

Name James Engineering, LLC
Address 125 Great Rock Road, Hanover, MA 02339
Phone 781.878.1795
Email jameseng125_gary@msn.com

Attorney

Name Walter Mirrione, Esq.
Firm: Mirrione Shaughnessy Utti LLC
Address 2 Batterymarch Park, Suite 302, Quincy, MA 02169
Phone 508-510-5727
Email wmirrione@msullc.com

Housing Consultant

Name
Address Not Applicable
Phone
Email
Tax ID

MARTINE L. TAYLOR
EXECUTIVE DIRECTOR
SOUTH SHORE HABITAT FOR HUMANITY
20 MATHEWSON DRIVE, WEYMOUTH, MA 02189
781-337-7744 x.17
MTAYLOR@SSHABITAT.ORG

PROFILE: Effectual leader with 17 years of experience in strategic planning, development, fundraising and non-profit business management. Proven ability to adapt to new environments and promote positive organizational change and growth.

AREAS OF EXPERTISE:

Strategic Planning & Consulting
Organizational Development & Operations
Program Improvement & Expansion
Budget Planning & Financial Management
Client Relations, Partnership Development & Fundraising
Grant Writing
Public Speaking

EXECUTIVE DIRECTOR, SOUTH SHORE HABITAT FOR HUMANITY 2010 – CURRENT

The Executive Director is responsible for leading the organization to fulfill the mission, strategic plan, and policies set forth by the Board of Directors. The Executive Director assumes overall executive management and responsibility for the staff, volunteers, and committees operating under the organization to ensure that the goals of the organization are met. The Executive Director represents the organization to the public and develops and maintains relationships with constituents and donors.

Responsibilities include:

- Leadership, management, and oversight of all organizational programs and services
- Establishing policy and procedures for organizational development
- Fundraising & Grant writing
- Developing and strengthening Corporate, Foundation & Individual Donor Relations
- Planning and implementing annual fundraising events
- Budgeting and Financial Planning
- Hiring and Managing Staff, Including the oversight of the affiliate's first ReStore/Retail Operation

DEVELOPMENT AND EXTERNAL AFFAIRS, PROJECT HOPE

2008-2009

Providing consulting and interim management for the organization's development department and building operations. In development, coordinating and managing fundraising events, recruiting and managing donor relations and volunteer events, overseeing and managing the Speakers Bureau program, and assisting with website development and collateral materials. In Operations, assisting and overseeing building operations and organizational development.

DIRECTOR OF STRATEGIC DEVELOPMENT, RICHARD WHITE SONS, INC. 2008-2010
 Provided leadership, management and overall planning for the execution and expansion of the Business Development and Marketing Departments.

Responsibilities included:

- Client research
- Client Development
- Creating new strategies for procuring leads
- Corporate Planning and Expansion / Assisting in establishing Corporate Strategic Goals
- Proposal Writing
- Development / Implementation of Corporate Marketing Plan
- Tradeshow and Special Event Planning
- Corporate Event Planning

PRESIDENT/EXECUTIVE DIRECTOR, REBUILDING TOGETHER BOSTON 1999 – 2008

As Chief Staff Officer, responsible for development, administration, operations, program expansion, volunteer management and strategic planning. Lead the Board of Directors and 1,000 volunteers annually to rehabilitate homes for low-income, elderly, and disabled homeowners and non-profit organizations in Boston. Served as the New England Representative and Secretary of the National Affiliate Council (NAC), a national board of Rebuilding Together (RT) affiliate leaders charged with developing and setting standards of excellence for 240 affiliates of Rebuilding Together across the country.

Executive Director /CEO Responsibilities included:

- Development, management, and execution of all programs and services
- Established systems and streamlined procedures for existing program(s)
- Held primary responsibility for fundraising (financial and in-kind donations) & Grant writing
- Expanded and strengthened Corporate/Foundation Partnerships
- Planned and implemented annual fundraising events
- Budgeting
- Year-round program expansion
- Developed goals, strategies and implementation outlines for RTB Committees
- Hired and managed program staff
- Managed and supervised volunteers

DIRECTOR, YOUTH LEADER CORE (YLC)

1995 - 1999

Youth Leader Core is a two-year leadership development program for high school youth across New England. Program focused on Self-Awareness, Self-Esteem, Public Speaking, Community Service, and Leadership Development. Director was responsible for outreach and recruitment of youth and adult leader participants, created and implemented curriculum, established program budget, provided supervision and teaching to participants.

OFFICE MANAGER, THE 400 GROUP	1997-1999
PRE-SCHOOL TEACHER, GRACE CHRISTIAN NURSERY SCHOOL	1997-1999
TAX ANALYST, MARVIN F. POER & CO.	1995-1997

EDUCATION:

BS, Family Studies, UNIVERSITY OF NEW HAMPSHIRE Durham, NH	1991-1995
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PROFESSIONAL & COMMUNITY INVOLVEMENT:

Chair, Massachusetts Regional Habitat Affiliate Committee	2014-Current
Board Officer, Clerk, Little Brothers Friends of the Elderly, Boston	Current
Member, South Shore Chamber of Commerce, Non-Profit Affinity Committee	2015-Current
Co-Chair, Little Brothers Friends of the Elderly, Boston Fundraising Committee	2019-2014
Trustee, Cocasset Park Condominium Trust, Foxboro	2006-2016
Development Advisory Committee for Project Hope, Boston	2009-2010
Vice Chair, Diaconate, First Baptist Church Needham	Current
Adaptive Challenge Team Member, Grontonwood/Oceanwood Camps	2010-2012
Director, Christian Youth Conference in Ocean Park	2004-2009
Member, Martin Luther King, Jr. Annual Celebration Committee	2004-2006

REFERENCES AVAILABLE ON REQUEST

Noreen Browne

Director of Program Services
South Shore Habitat for Humanity
781-337-7744 x 10
nbrowne@sshhabitat.org

REAL ESTATE PROFESSIONAL WITH MORE THAN 25 YEARS OF EXPERIENCE IN REAL ESTATE SALES & DEVELOPMENT, MARKETING AND ASSET MANAGEMENT

Summary of Qualifications, Experience and Accomplishments

Contract negotiation & administration	On-site sales and marketing operations
Relationship management & customer service	Market research & analysis
Organizational development & team building	Affordable housing
Community association management	Title issue resolution

Professional Experience

South Shore Habitat for Humanity, Weymouth, MA Feb 2016 - present
Non-profit affordable home builder

Director of Program Services

- Responsible for family recruitment and selection process in coordination with the family selection committee. This includes the marketing efforts, informational meetings, application process and orientation.
- Collaborate with Mass Housing, DHCD, lottery and monitoring agents for 40B and LIP affordable housing programs
- Coordinate closings and ensure that families understand the restrictions on their homes and comfortable with the settlement process.
- Originate loans and ensure that SSHH is in compliance with all HUD, DHCD and mortgage finance laws and regulations.
- Locate and evaluate future real estate development projects, working to build a sustainable pipeline of future projects.
- Work with town officials and SSHH construction team in the permitting and approval process.
- Manage the transfer of real estate donations, purchases and conveyances
- Develop relationships with local officials and communities in service area; educate and advocate for affordable housing.
- Establish and maintain diverse partnerships with community groups, non-profits, faith-based organizations and social service agencies.

Northland Residential Corporation, Burlington, MA 1997 – 2016
Privately owned real estate developer

Sales Operations Manager

- Create, propose and implement creative solutions to improve sales operations procedures and enhance productivity.

- Managed \$32M (44 sales) in residential sales/closings through year end 2015
- Collaborate with senior management team to develop and execute strategic initiatives.
- Manage sales contract documentation and monitor mortgage loan approvals
- Schedule and attend closings on behalf of the developer
- Collaborate with Mass Housing, DHCD, lottery and monitoring agents for 40B and LIP affordable housing programs
- Prepare and review settlement statements
- Train and mentor the sales team on the sales administration process and compliance with financing guidelines
- Coordinate and attend outreach programs and events for brokers and potential buyers
- Greet and build rapport with homebuyers, real estate brokers and lenders

Property & Asset Management and Community Association Manager

- Assist in the preparation of budgets
- Review and approve invoices and manage vendors
- Liaison between Developer and Board of Trustees
- Primary contact and resource for residents, developer, third party managers and trustees

Corporate and Real Estate Paralegal

- Create partnership entities with the Secretary of State
- File annual reports, amendments and dissolutions
- Draft and review condominium documents and various legal documents
- Create investor member subscription agreements
- Research titles, permits and approvals during the acquisition of new properties

Education and Certifications

American University, Washington, DC - 1991

Bachelor of Arts

Bentley College, Waltham, MA - 1999

Paralegal Certificate

Licensed Real Estate Broker – Massachusetts
Certified New Homes Sales Professional (CSP) through NAHB
Certified Manager of Community Associations (CMCA) 2008 - 2012

Community & Professional Involvement

Builders and Remodelers Association of Greater Boston (BRAGB)
Massachusetts Department of Children and Families (respite & hotline home)
GOAL USA: Co-Chair of Boston events committee 2005 - 2008
Massachusetts Coalition for the Homeless
South Shore Habitat for Humanity



Home Improvements

Millennium Home Improvements
356 South Avenue
Whitman, MA 02382

COMPANY

Millennium Home Improvements is a sole proprietorship founded in 1998 by Jeffry Landreville. Landreville is a lifetime resident of Massachusetts, with B.S. in Civil Engineering Technology, and 30 years of experience in the construction industry.

Millennium Home Improvements has experience and a successful performance history in both Commercial and Residential building, renovations, rehabs and additions, including condominium and brownstone renovations. Millennium has also been contracted to perform site supervision on sensitive structural renovation projects, from underground garages to rooftops in Boston, ranging from 3 to 8 million dollars.

We have established relationships, with customers, contractors, property managers, architects and engineers.

DUNS Number 168502545
CAGE Code 7MLA9
Registered in SAM
Fully Licensed and Insured



Certified Veteran Enterprise
State and Federal Verifications

Areas of Expertise

General Contractor 20 years
Project Management / Clerk of Works
Waterproofing / Structural Studies
Concrete Repair / Build-Outs

Past Commercial Projects

Elevated Boardwalk/Building, C.O.M.
ADA Compliant, Boardwalk & Ramps on Beach

Clerk of the Works – LaFayette Garage Boston,
MA - Oversee concrete repair 3 years

Façade Repair – Thayer Academy
Waterproof – Repair, Windows, Masonry

Clerk of the Works – State Street Bank
Roof Replacement over Data Center

Property Management Companies
Special Projects -Façade Repairs, Waterproofing
Structural Studies,

Past Residential Projects

Multi-level Townhouses / Brownstones
New Home, Renovations, Additions, Decks
Fire Restoration and Re-build

NAICS Codes:

- 238190 Other Foundation, Structure and Building Exterior Contractors
- 236118 Residential Remodelers
- 238130 Framing Contractors
- 238350 Finish Carpentry Contractors

Contact Information:

Jeffry Keith Landreville d/b/a
Millennium Home Improvements
P.O. Box 363, Whitman, MA 02382
781-389-0331 jeffrylandreville@yahoo.com

1. Developer and Contractor: **South Shore Habitat for Humanity**

Project Summary	Project # 1	Project # 2	Project # 3	Project # 4
Project Name:	Feinberg Bog	Lake Shore Drive	Stoddard Street	Franklin Street
Community Address:	1-6 Feinberg Bog Rd Duxbury, MA	66 Lake Shore Drive Duxbury, MA	56 Stoddard Street Stoughton, MA	153 Franklin St Duxbury, MA
Housing Type:	Townhouse Condo	Single	Single	Single
Number of Units:	Six	One	One	One
Total Development Costs:	Under Construction	\$255,452	\$ 287,097	\$ 467,018
Subsidy Program (if applicable):	DHCD	DHCD	DHCD	DHCD
Date Completed:	August 2019	June 2018	June 2017	June 2016
Reference: Name and Telephone #:	Scott Lambiase 781-934-1100 x 5481	Scott Lambiase 781-934-1100 x 5481	Marc Tisdale 781-341-1300 x 9211	Scott Lambiase 781-934-1100 x 5481

Project Summary	Project # 5	Project # 6	Project # 7	Project # 8
Project Name:	Center Street	Center Street	Highland Street	Circuit Street
Community Address:	645 Center St. Hanover, MA	655 Center St. Hanover, MA	12A Highland St. Easton, MA	259 Circuit Street Norwell, MA
Housing Type:	Single	Single	Single	Single
Number of Units:	One	One	One	One
Total Development Costs:	\$ 342,970	\$ 336,949	\$ 377,047	\$ 467,957
Subsidy Program (if applicable):	DHCD	DHCD	DHCD	DHCD
Date Completed:	June 2015	June 2015	December 2013	February 2013
Reference: Name and Telephone #:	Peter Matchak 781-826-5000 x 1026	Peter Matchak 781-826-5000 x 1026	Gary Anderson 508-230-0645	Peter Morin 781-659-8000

302-304 WHITING STREET -
HINGHAM MA
COMPREHENSIVE PERMIT
APPLICATION

TOWN OF HINGHAM,
MASSACHUSETTS ZONING BOARD
OF APPEALS

10. FILING FEE

In accordance with Section 2.E.11 and Exhibit 2 of the Town of Hingham Rules and Regulations for Comprehensive Permits, a filing fee in the amount of \$500.00 has been provided by separate attachment, and such filing fee is incorporated into and made a part of this application.

The filing fee is calculated as follows: 2 units X \$250.00 = \$500.00

SOUTH SHORE HABITAT FOR HUMANITY

20 MATHEWSON DR
WEYMOUTH, MA 02189
PH: (781) 337-7744

South Shore Bank
WEYMOUTH, MA 02188
53-7144/2113

13492

08/27/2019

© 2011 INTUIT, INC. 1-800-433-8810

PAY TO THE ORDER OF Town of Hingham

\$ ****500.00**

Five hundred and 00/100*****

DOLLARS

Town of Hingham
210 Central Street
Hingham, MA 02043

Robert F. Ouel

MEMO

⑈013492⑈ ⑆211371447⑆ 1884010695⑈

SOUTH SHORE HABITAT FOR HUMANITY

13492

08/27/2019 Town of Hingham

Date	Type	Reference	Original Amount	Balance Due	Payment
05/01/2019	Bill	Comp Permit App. Fee	500.00	500.00	500.00
		Check Amount			500.00

11020 All Cash Accoi

500.00